

CITY OF GREENWOOD VILLAGE
PUBLIC RIGHT-OF-WAY
PERFORMANCE, PAYMENT, MAINTENANCE AND WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____ (the "Principal"), and _____, (the "Surety"), are jointly and severally held and firmly bound unto the City of Greenwood Village, Colorado (the "City"), in the sum of _____ (\$_____), lawful money of the United States of America, to be paid to the City for the payment whereof the Principal and Surety hold themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly bound by these presents.

WHEREAS, the Principal desires to install and/or maintain Facilities (as that term is defined in Section 11-3-20 of the Greenwood Village Code, as amended) and perform Work (as that term is defined in Section 11-3-20 of the Greenwood Village Code, as amended) in public rights-of-way in the City;

WHEREAS, the Principal has applied for a public right-of-way permit from the City as required by Article 3 of the Greenwood Village Code, and has been granted a public right-of-way permit ("Permit"), the terms of which are by reference made a part hereof as though fully set forth herein;

WHEREAS, Section 11-3-120 of the Greenwood Village Code requires that as a condition of the Permit, a bond or letter of credit be provided to the City; and

WHEREAS, the Principal has decided to provide this bond to the City as set forth herein in lieu of a letter of credit.

NOW THEREFORE, the conditions of this obligation are as follows:

FIRST. The Principal shall: (1) faithfully perform all requirements and obligations of the Permit, Article 3 of the Greenwood Village Code, and other applicable law, and satisfy all claims and demands incurred for the same; and (2) fully indemnify and save harmless the City from all costs and damages which the City may incur in making good any default.

SECOND. To the extent permitted by law, the Principal shall protect, defend, indemnify and save harmless the City and its officers, agents, servants and employees, from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person, or damage to property, including, in part, the loss of use, resulting therefrom, based upon or allegedly based upon any act, omission or occurrence of the Principal, or his employees, servants, agents, subcontractors or suppliers, or anyone else under the Principal's direction and control (regardless of whether or not cause in part by a party indemnified hereunder), and arising out of, occurring in connection with, resulting from, or caused by the performance or failure of

performance of any Work called for by the Permit, or from conditions created by the performance or non-performance of said Work.

THIRD. The Principal shall pay all persons, firms and corporations, all just claims due them for the payment of all laborers and mechanics for labor performed, for all materials and equipment used or rented in the performance of the work covered by the Permit.

FOURTH. The Principal and Surety shall guarantee and warrant that all Work shall remain in good order and repair for a period of two (2) years from all causes arising from defective workmanship and materials, and shall make all repairs arising from said causes during such period without further compensation, and shall guarantee the Facilities and Work and areas within the public rights-of-way affected by such Facilities or Work against defective workmanship and materials, and shall keep the Facilities in good order and repair without further compensation for a period of two (2) years from and after probationary acceptance thereof by the City. This guarantee and warranty is provided pursuant to and in compliance with Section 11-3-130 of the Greenwood Village Code, as amended. The determination of the necessity for the repair or replacement of any Work or Facilities shall rest entirely with the City, and the City's decision upon the matter shall be final and obligatory upon the Principal, subject to judicial review pursuant to applicable law.

The Surety shall be deemed and held, notwithstanding any Permit provision, contract or other agreement to the contrary, to consent without notice to:

1. Any extension of time to the Principal in which to perform any Work, Permit conditions or obligations.
2. Any change in the Permit or other Permit documents.

Further, the Surety shall pay to the City all costs and attorney fees necessary to enforce the provisions of the bond provisions contained herein.

Unless prohibited by law, an action on this bond may be brought by the City or any person entitled to the benefits of this bond at any time within two (2) years from date of probationary acceptance of the Work performed pursuant to the Permit.

Upon full compliance with all obligations of Article 3 of the Greenwood Village Code, the City shall release this bond, in writing. This bond shall remain in effect until released by the City or the City consents in writing to acceptance of a substitute bond.

Principal and Surety are jointly and severally liable under the provisions hereof and action against either or both may proceed without prior action against the other, and both may be joined in one action.

SIGNED AND SEALED THIS _____ day of _____, 20____.

IN THE PRESENCE OF:

WITNESS: (As to Individual)

Principal

ATTEST: (As to Corporation)

Surety

COUNTERSIGNED:

() Resident Agent (Print name below)

Name

(SEAL OF SURETY)

Address

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute the bond, certified to include the date of the bond.)