

City of Englewood, Colorado



**PUBLIC RIGHT OF WAY  
PERFORMANCE AND MAINTENANCE BOND  
CALENDAR YEAR BOND**

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS That we, (include name and address) \_\_\_\_\_

hereinafter called the Principal, and \_\_\_\_\_, hereinafter called the Surety, are jointly and severally held and firmly bound unto the City of Englewood, Colorado, hereinafter called the City, in the sum of \_\_\_\_\_ (a \_\_\_\_\_), 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 in City Rights of Way; and

WHEREAS, the Principal has applied for a Permit or from the City for Work in public Rights of Way as those terms are defined in E.M.C. §11-7-2, and has been granted a Right of Way Permit or Permits which Permit(s) is by reference made a part hereof as though fully set forth herein; and

WHEREAS, E.M.C. §11-7-9 requires that as a condition of any Permit, a bond be provided to the City;

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

FIRST. The Principal shall: (1) faithfully perform all requirements and obligations of any Permit, E.M.C. §11-7-1, et. seq., 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 said City may incur in making good any default.

SECOND. The penal sum stated above shall remain in effect at that amount despite any renewals or continuations of the bond.

THIRD. PRINCIPAL'S GUARANTEE. The Principal shall guarantee that all Work as described in E.M.C. §11-7-10 B and C shall remain in good order and repair for a period of two (2) years from all causes arising from defective workmanship and materials, and to make all repairs arising from said causes during such period without further compensation, and shall guarantee the Facilities and affected Infrastructure (as those terms are defined in E.M.C. §11-7-2) and other areas within the Rights of Way against defective workmanship and materials, and shall keep the same in good order and repair without further compensation for a period of two (2) years from and after completion and acceptance thereof by the City. The determination of the necessity for the repair or replacement of the Work or any portion thereof, shall rest entirely with the Director of Public Works, whose decision upon the matter shall be final and obligatory upon the Principal, subject to judicial review pursuant to applicable law.

FOURTH. This obligation only covers Work started or performed in \_\_\_\_\_. The bond shall remain in effect for three years from the date of issue. The guarantee obligations shall remain in full force and effect for the two (2) year period described in paragraph THIRD above. Prior to December 31, "\_\_\_\_\_", the Surety may provide thirty (30) days written notice to the City of its intent to cancel the bond. Notwithstanding any such notice, the cancellation shall apply only to coverage for new work permitted after the date of the cancellation. The Surety shall remain obligated for all guarantee work as described in paragraph THIRD.

FIFTH. Every Surety on this bond shall be authorized to do business in the State of Colorado and shall be deemed and held, any Permit, contract or other agreement to the contrary notwithstanding, to consent without notice:

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

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

SEVENTH. Unless prohibited by law, an action on any provision of this bond may be brought by the City at any time within one (1) year from the time the cause of action arises. Upon full compliance with all obligations of E.M.C. §11-7-1, et. seq., the City shall release this bond, in writing. This bond shall remain in effect until released by the City or unless the City consents in writing to acceptance of a substitute bond, or for thirty six (36) months from the date set forth below, whichever comes first.

EIGHTH. 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)

\_\_\_\_\_

\_\_\_\_\_ Name

\_\_\_\_\_ Title

CORPORATION  
SEAL

Registered Agent for Service in Colorado (print name)

\_\_\_\_\_ Surety

Street Address

\_\_\_\_\_ Attorney in Fact

City, State, Zip

SURETY  
SEAL

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

Rev. 10/01/01  
01/15/02  
07/26/02  
10/15/02  
07/27/11