

**CITY OF CASTLE PINES
PUBLIC RIGHT-OF-WAY
PERFORMANCE, PAYMENT, MAINTENANCE AND WARRANTY BOND**

KNOW ALL MEN BY THESE PRESENTS, that _____, a _____ (type of entity) having a principal office address of _____, as Principal, and _____, as surety, herein called Surety, are hereby held and firmly bound to the City of Castle Pines, as Obligee, herein called City, in the sum of _____ Dollars (\$ _____), for the payment of which the Principal and Surety bind themselves as well as their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal desires to install, use, or construct facilities and perform work within the City’s public right-of-way; and

WHEREAS, Principal has applied for a public right-of-way permit from the City and has been granted a public right-of-way permit pursuant to City of Castle Pines Permit No. ROW-_____, which permit binds the Principal to the terms thereof and is by reference made a part hereof as though fully set forth herein (“Permit”); and

WHEREAS, Principal is required to provide City with a bond to ensure the proper performance of the Principal under the terms of the Permit (“Work”); and

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

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

FIRST. The Principal shall: (1) faithfully perform all requirements and obligations of the Permit, specifically including all warranty or guarantee provisions, and other applicable City laws and regulations, and satisfy all claims and demands incurred for the same; (ii) fully indemnify and hold harmless the City from all costs and damages which the City may incur in making good any default of the Principal under the Permit.

SECOND. 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 its 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 or services called for by the Permit, or from conditions created by the performance or non-performance of the Principal’s work.

Whenever Principal shall be, and is declared by City to be in default under the Permit, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Work under the Permit in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Work under the Permit in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the City elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a permit between such bidder and the City, and make available as work progresses (even though there should be a default or a default or a succession of defaults under the Permit or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion; or
3. Complete or cause to be completed any repairs or other work required to be completed under the applicable one (1) year warranty period.

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 under the Permit shall remain in good order and repair for a period of **one (1) year** from date of final acceptance by the City 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 further guarantee that all areas within the public rights-of-way affected by the Work shall remain in good order and repair without further compensation from the City for a period of **one (1) year** from and after termination of the Permit. The determination of the necessity for the repair or replacement of any Work or areas within public rights-of-way 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 hereby waives the right to special notification of any alterations, omissions or reductions, stop work orders, extra or additional work, or extensions of time granted to Principal in which to perform any Work, Permit conditions or obligations; failure to notify Surety of such shall in no way relieve Surety of its obligations under this bond.

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 three (3) years from the date on which final payment under the Permit falls due.

Upon full compliance with all the obligations of the Permit, 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.

SIGNED AND SEALED THIS ____ day of _____, 202__.

PRINCIPAL

SURETY

(Name of Company)

(Name of Company)

By: _____

By: _____

Address:

Address:

NOTE: Surety companies executing bonds must be authorized to transact business in the State of Colorado and be acceptable to the City of Castle Pines.

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