

CITY OF NORTHGLENN  
PUBLIC RIGHT-OF-WAY  
ANNUAL 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 Northglenn, Colorado,  
(the "City"), in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_),  
lawful money of the United States of America, to 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 annual bond shall be for the term of twelve months, or any  
shorter period commencing on \_\_\_\_\_ and ending on December 31, \_\_\_\_\_,  
( as the term is defined in Section 16-2-12 (E) of the Northglenn Code, as amended).

WHEREAS, this annual bond may be renewed by a continuation certificate;  
however, the liability under the bond shall be limited to the amount of the bond, and shall  
not be cumulative.

WHEREAS, the Principal desires to install and or maintain facilities (as that term  
is defined in Section 16-2-2 (K) of the Northglenn Code, as amended) and perform work  
(as that term is defined in Section 16-2-2 (V) of the Northglenn Code, as amended) in  
public rights-of-way in the City.

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

FIRST. The Principal shall: (1) faithfully perform all requirements and  
obligations of the Permit, Chapter 16, Article 2 of the Northglenn 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 final acceptance thereof by the City. This guarantee and warranty is provided pursuant to and in compliance with Section 16-2-13 of the Northglenn 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 provision of the bond provisions contained herein.

Unless prohibited by law, an action on this annual bond maybe brought by the City or any person entitled to the benefits of this bond anytime with two (2) years from the date of final acceptance of the work performed pursuant to the Permit.

Upon full compliance with all the obligations of Chapter 16, Article 2 of the Northglenn Code, the City shall release this bond in writing. This annual bond shall remain in effect until released by the City or the City consents in writing to acceptance of a substitute annual bond. The Surety may, if it shall so elect, cancel this bond by giving thirty (30) days written notice to the Obligee and the annual bond shall be deemed cancelled at the expiration of said period; the Surety remaining liable; however, subject to all the terms, conditions, and provision of this bond, for any act or acts committed by the Principal up to the date of such cancellation.

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

IN THE PRESENCE OF:

Attested by: \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Principal (Name of Company)

By: \_\_\_\_\_  
Print Name (Owner/Authorized)

\_\_\_\_\_  
Signature

Witness by: \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature