



LICENSE BOND PURSUANT TO SECTION 49-200 OF THE
REVISED MUNICIPAL CODE OF THE CITY AND COUNTY OF DENVER
(EXCAVATION CONTRACTOR)

Bond No. _____

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned _____, a corporation organized and existing under and by virtue of the laws of the State of _____, hereinafter referred to as the "EXCAVATION CONTRACTOR," and _____, _____ a corporation organized and existing under and by virtue of the laws of the State of _____, and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY", in the penal sum of Fifty-Thousand Dollars (\$50,000), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly to these present:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden EXCAVATION CONTRACTOR has on the _____ day of _____, 20____, Sought the issuance of a license from the CITY pursuant to Denver Revised Municipal Code Section 49-200(b) for excavation work in public, street or alley or other public property of the CITY;

WHEREAS, execution of this bond is a condition precedent to the issuance of such license:

NOW, THEREFORE, if the said EXCAVATION CONTRACTOR shall and will, in all particulars well and truly and faithfully observe, perform and abide by each and every ordinance relating to excavating in the right-of-way or other public property of the City and the Rules and Regulations of the Department of Public Works, according to the true intent and meaning in such case; and

PROVIDED FURTHER, that if the said EXCAVATION CONTRACTOR shall satisfy all claims and demands incurred by the EXCAVATION CONTRACTOR in the performance of any such excavation, and shall fully indemnify and save harmless the CITY from all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising from any act, omission, or neglect of said EXCAVATION CONTRACTOR, its agents, or employees with relation to any work performed under a license; and shall fully reimburse and repay to the CITY all costs, damages and expenses which it may incur in making good any default based upon the failure of the EXCAVATION CONTRACTOR to fulfill it's obligation to

furnish maintenance, repairs or replacements for the full guarantee period provided in the ordinance, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

This bond may be terminated at any time by the Surety upon sending notice in writing, by certified mail, to the Manager of Public Works of the City and County of Denver, with whom this bond is filed. After expiration of 30 days from the receipt of said notice this bond shall terminate and the Surety shall thereupon be released from any liability, acts or omissions of the Principal subsequent to said date.

IN WITNESS WHEREOF, said EXCAVATION CONTRACTOR and Surety have executed these presents, as of this _____ day of _____, 20_____.

| | | |
|------------------|-----|---|
| ATTEST: | BY: | _____ SIGNATURE OF OWNER/OFFICER/MEMBER |
| _____ | | _____ TITLE |
| SECRETARY | | |
| | BY: | _____ SURETY |
| | | _____ ATTORNEY-IN-FACT |

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