

**AGREEMENT FOR  
EXTENSION OF SEWER MAIN**

THIS AGREEMENT FOR EXTENSION OF SEWER MAIN (“Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_, whose address is \_\_\_\_\_ (hereinafter referred to as “Developer”), and **BERKELEY WATER AND SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (hereinafter referred to as the “District”), whose address is 4455 West 58<sup>th</sup> Avenue, Suite A, Arvada, CO 80002.

**WITNESSETH:**

**WHEREAS**, the District is a duly organized special district, operating pursuant to the Special District Act, Article 1 of Title 32, C.R.S., and the District provides water and sanitary sewer facilities and services; and

**WHEREAS**, Developer is the owner (or authorized representative of the owner) of certain real property located within the District’s boundaries, as described in **Exhibit A**, attached hereto and incorporated herein (“the Property”); and

**WHEREAS**, in order for the District to provide adequate sanitary sewer service to the Property, it is necessary to construct a sanitary sewer main extension from existing District facilities and to connect the main extension to District facilities; and

**WHEREAS**, Developer desires to install a sanitary sewer main extension identified and described in **Exhibit B**, attached hereto and incorporated herein, and related appurtenances (the “Sewer Main Extension”) and to have the Sewer Main Extension become a part of the District’s public sanitary sewer system; and

**WHEREAS**, Developer may retain a contractor, approved by the District with a minimum of five years’ similar work experience (the “Contractor”) to install the Sewer Main Extension; and

**WHEREAS**, Developer and the District desire to enter into this Agreement setting forth the terms and conditions pursuant to which the Sewer Main Extension including related appurtenances will be constructed by Developer or its Contractor, initially accepted and allowed to connect to the District’s public sanitary sewer system, and, if finally accepted by the District, conveyed to the District by bill of sale or similar conveyance instrument, becoming a part of the District’s public sanitary sewer system for all purposes, including ownership, operation and maintenance.

## AGREEMENT:

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Definitions.

1.1 “Applicable Governmental Authority” shall mean the District or other governmental entity that has jurisdiction with respect to the Project.

1.2 “Approved Plans” shall mean the latest set of Project plans and specifications for construction approved in writing by the District Engineer prior to construction commencing.

1.3 “Contractor” shall mean a general contractor, licensed to perform work within the District, with a minimum of five years’ documented similar work experience, carrying Worker’s Compensation insurance and the minimum general liability insurance coverage required by the District.

1.4 “District Engineer” shall mean any representative of the District’s consulting engineering firm or other individual designated by the District to provide inspection of the sanitary sewer system construction.

1.5 “Project” shall mean the design and construction of the Sewer Main Extension, as shown in the Approved Plans.

1.6 “Sewer Main Extension” shall mean the sanitary sewer main and all related appurtenances, such as manholes, as shown on Developer’s Approved Plans, provided that the term “Sewer Main Extension” shall not under any circumstances include private service lines, private collector lines, private lift stations, under drains or storm drainage improvements.

2. Ownership and Authorization. Developer shall submit evidence to the District of ownership of the Property and, if Developer is not the owner of the Property, authorization for Developer to act on behalf of the owner of the Property under the terms of this Agreement.

3. Pre-construction items.

3.1 Approved Plans. Developer shall submit proposed plans and specifications that comply with the Rules and Regulations and Engineering Standards of the District, for review by the District. Developer shall not begin construction on the Project until Approved Plans for the Project have been approved in writing by the District Engineer. Developer shall pay all fees and charges incurred by the District related to District review and approval of the plans prior to final District approval.

3.2 Standard of Construction. Developer covenants that the Project will be constructed in strict conformance with the Approved Plans, the District’s Rules and Regulations, and the District’s Engineering Standards. The Approved Plans may not be revised without the District’s prior written consent. Further, Developer warrants that the Project will be constructed in a workmanlike manner and in compliance with all requirements of this Agreement.

3.3 Property Ownership / Easements. Developer further warrants that the Project will be constructed in a public right-of-way or upon real property for which Developer has obtained at least a twenty-foot wide, permanent easement dedicated to the District (or wider if required by the District), and a temporary easement for Developer entry for the purpose of constructing the Project and performing all of Developer's warranty and other obligations contained herein. If any portion of the Sewer Main Extension is constructed within an easement, the Easement Agreement must be approved by the District prior to construction, assignable to the District, and in a form acceptable to the District.

#### 4. Construction Requirements.

4.1 Supervision of Work. The District shall have no responsibility to supervise or direct construction of the Project. Developer or Developer's Contractor will supervise and direct construction of the Project and will be responsible for the means, methods, techniques, sequences and procedures of construction. Authorized District representatives shall observe during construction to verify that the installation is completed in accordance with District Engineering Standards and the District's Rules and Regulations. Construction observation charges shall be paid by Developer.

4.2 Compliance with Law / Permits. Developer or its Contractor shall comply with all duties and obligations required by federal, state and local laws and regulations. Developer or its Contractor are solely responsible for obtaining all permits and approvals from any Applicable Governmental Authority required for the Project.

4.3 Restoration. After repair or construction of the Sewer Main Extension, the general surface of the ground, except as necessarily modified to accommodate appurtenances, shall be restored, as nearly as reasonable, to the grade and condition immediately prior to construction. Topsoil shall be replaced in cultivated and agricultural areas, and any excess earth resulting from installations of the Sewer Main Extension shall be removed. Developer agrees that for a period of two years following construction that involves disturbance of the surface of the ground, Developer will maintain the surface elevation and quality of the soil by correcting any settling or subsiding that may occur as a result of the work done by Developer.

4.4 Contractor Warranties. Developer may cause its Contractor to warrant and guarantee the Contractor's work performed on the Project. Any such warranty by Developer's Contractor shall be in addition to, and not in lieu of, Developer's warranty and guarantee obligations to the District as set forth in this Agreement.

#### 5. Developer's Warranty.

5.1 Developer warrants and guarantees to the District that, without exception, the Project will be free from any defects, including, but not limited to, defects in materials and workmanship, for a period of two years from the date of Initial Acceptance by the District or until the date the Project is finally accepted by the District, whichever period is longer (the "Warranty Period"). No exceptions shall be permitted to this warranty provision.

5.2 Developer additionally agrees that during the Warranty Period subsequent to the date of Initial Acceptance of the Project by District, Developer will promptly perform all work

and supply all materials or cause its Contractor to perform all work and supply all materials necessary to remove, replace, maintain or repair the Project constructed hereunder when said work is required by the District for any reason, notwithstanding that said work does not arise out of any negligent or willful acts or omissions of Developer or Developer's Contractor. In the event any of the maintenance and/or repair obligations required under this subparagraph (5.2) are not performed within twenty days following written notice to Developer, the District may cause said maintenance and/or repairs to be performed and charge the costs thereof to Developer. Developer agrees to pay all District invoices for maintenance and repairs, including emergency repairs, within thirty days after receipt of the District invoices.

5.3 Developer further agrees that during the Warranty Period, in emergency situations, the District shall have the right to perform whatever maintenance or repairs the District determines are necessary to protect the public health and safety, the environment, or public or private property, without giving advanced written notice to Developer. Developer agrees to pay all costs incurred by the District in performing such emergency repairs and maintenance within thirty days after receipt of the District invoices, together with all costs of collection. The term "emergency" shall mean any situation where, in the District's sole determination, the public health, public safety, environment, or public or private property would be jeopardized or endangered by waiting for Developer or Developer's Contractor to initiate and perform the needed maintenance and/or repairs.

5.4 Developer agrees that any work required by the District hereunder, whether performed by Developer or Developer's Contractor, or by the District in the event of the refusal or inability of Developer and/or Developer's Contractor to perform the work, until the Project is finally accepted by the District, shall not impair or void the Developer's warranty and guarantee under this paragraph 5 or any other obligation or liability of Developer imposed by law or contract.

6. Warranty Bond. To induce the District to execute this Agreement and to provide additional assurance that Developer will fully perform all of Developer's warranty, maintenance and repair obligations contained herein, Developer agrees to deliver to the District, prior to Initial Acceptance by the District, additional security for Developer's warranty obligations hereunder in one of the forms and amounts described below:

6.1 A fully executed Warranty and Maintenance Bond issued to the District in substantially the form attached hereto as **Exhibit C** issued by a surety acceptable to the District and in the amount of twenty-five percent (25%) of the Project construction cost as determined by the District in the reasonable exercise of its discretion. During the Warranty Period and until the Project is finally accepted by the District, the performance of any warranty, maintenance or repair work upon the Project by Developer, Developer's Contractor or the District, shall under no circumstances, release, discharge or modify in any way Developer's obligations under the Warranty and Maintenance Bond; or

6.2 An Irrevocable Letter of Credit issued by an institution acceptable to the District and in the amount of twenty-five percent (25%) of the Project construction cost as determined by the District in the reasonable exercise of its discretion. Until the Project is finally accepted by the District, the performance of any warranty, maintenance or repair work upon the Project by

Developer, Developer's Contractor or the District, shall, under no circumstances, release, discharge or modify in any way Developer's obligations under the Letter of Credit and the Letter of Credit shall not terminate until issuer receives written confirmation from the District of Final Acceptance of the Project.

6.3 A cash deposit in the amount of twenty-five percent (25%) of the Project construction cost as determined by the District in a reasonable exercise of its discretion. Said sum shall be held by the District as a security deposit for the faithful performance by Developer of all of Developer's warranty and maintenance obligation under this Agreement. If Developer defaults with respect to any of its warranty or maintenance obligations hereunder, including, but not limited to, those obligations set forth above, the District may (but shall not be required to) use, apply, or retain all or any part of the deposit for the payment of any amount that the District may spend or become obligated to spend by reason of Developer's default or to compensate the District for any other loss or damage that the District may suffer by reason of Developer's default. The District will not segregate the cash deposit from its other funds and the District shall be entitled to all interest, if any, earned on said deposit. The District shall return the security deposit less any amount or amounts thereof that had been applied to Developer's warranty and maintenance obligations hereunder within sixty days after the Project is finally accepted by the District and the Warranty Period is ended.

## 7. Initial Acceptance.

7.1 Engineer review. When Developer considers the entire Project ready for its intended use, Developer shall notify the District in writing that the entire Project is substantially complete and request that the District Engineer conduct an inspection. The District Engineer shall make an inspection of the Project to determine the status of completion. If the District Engineer does not consider the Project substantially complete, the District Engineer will notify Contractor in writing, giving the reasons therefore with a punch list of items to complete.

7.2 Conditions to Initial Acceptance. Each of the following conditions shall be a condition precedent that must be satisfied before the District will initially accept the Project:

7.2.1 Approved Plans. The District, in its sole discretion, is satisfied that the Project has been constructed in accordance with the Approved Plans and the District's Rules and Regulations and Engineering Standards; and

7.2.2 Easements. The District is satisfied that all easements have been obtained for the Project and dedicated to the District, and the Project, as constructed, is located within said easement or other suitable public right-of-way; and

7.2.3 Record Drawings. Receipt by the District of acceptable electronic and print copies of record as-built drawings for the Project, final stamped and bound compaction reports, and any survey certifications that the District may require; and

7.2.4 Televised Lines. The District has received an electronic copy of television of the Sewer Main Extension with verification to the District's satisfaction from the party performing the work that the correct location was televised;

7.2.5 Punch List. Verification from the District Engineer that all punch list items for the Project have been addressed to the District's satisfaction;

7.2.6 Contemplated Use. The District, in its sole discretion, is satisfied that there are no matters outstanding that would prohibit or unreasonably interfere with the use of the Project for its intended purpose or District ownership and control;

7.2.7 Lien Waivers. Developer will provide the District with lien waivers and releases from all contractors and subcontractors performing work in connection with the Project, or other evidence reasonably satisfactory to the District, certifying that no outstanding claims exist against the Project;

7.2.8 Payment of all Fees. The District has confirmed that all fees owed to the District are current as to the Project and the Property; and

7.2.9 Warranty Bond. Receipt and approval by the District of a Warranty Bond as provided in paragraph 6 above.

7.3 Certificate of Initial Acceptance. When the District determines that the conditions set forth above have been fulfilled, the District shall issue a written notice of Initial Acceptance, and the date indicated thereon will be the start of the Warranty Period.

8. Inspection. The District and its representatives will at all times have access to the construction site and will be permitted to inspect the work, materials and any relevant documents or records necessary for the purpose of determining whether the Project is constructed in accordance with the Approved Plans. All inspections, tests, and reviews shall be conducted at the sole cost of the Developer and shall be paid by the Developer pursuant to the Plan / Project Review Fee Agreement between the parties.

9. Ownership and Operation of Sewer Main Extension. Until dedicated and finally accepted by the District, the Sewer Main Extension shall be owned and maintained by Developer. Following Initial Acceptance, the District may operate the Sewer Main Extension to provide sanitary sewer service to users and customers, but the cost and responsibility for maintenance and repair of the Sewer Main Extension will remain with the Developer until the Sewer Main Extension has been granted Final Acceptance. Notwithstanding the foregoing, following Initial Acceptance, the District will perform obligations pursuant to Section 9-1.5-103 C.R.S. regarding requests to locate the Sewer Main Extension.

10. Tap Permits. No District sewer taps shall be issued or sold for connection to the Sewer Main Extension and no such taps shall be made to the Sewer Main Extension until the District has provided Initial Acceptance of the Project in the manner as set forth above and all fees due and owing, as determined by the District, have been paid.

11. Final Acceptance. After approximately twenty-three months from the date of Initial Acceptance, the Developer shall contact the District Engineer to request a walk-through inspection prior to Final Acceptance. The District Engineer will observe the Project and make a recommendation regarding Final Acceptance. If District Engineer does not consider the Project

finally complete, the District Engineer will notify Contractor in writing, giving the reasons therefor with a punch list of items to complete.

11.1 Conditions for Final Acceptance. Each of the following conditions shall be a condition precedent that must be satisfied before Final Acceptance of the Project by the District:

11.1.1 Full Performance. Developer has faithfully and fully performed its obligations under this Agreement;

11.1.2 No Damage. There has been no damage or destruction to the Project; and if there has been damage or destruction, the same has been repaired, and the cost of such repair has been paid by Developer;

11.1.3 Compliance with Approved Plans. Any deviation in the construction of the Project from the Approved Plans has been corrected. Without in any way limiting the generality of the foregoing sentence, attention shall be paid to assure that all manholes and manhole covers are at finished grade, free and clear of sand, gravel, stones or other foreign material;

11.1.4 Contemplated Use. Without in any way being limited by the specificity of the foregoing, the District, in its sole discretion, is satisfied that there are no matters that would prohibit or unreasonably interfere with the use of the Project for its intended purpose.

11.15 Bill of Sale. Developer has submitted a signed Bill of Sale to the District for the Sewer Main Extension that complies with the requirements of Section 11.2 below.

11.2 Bill of Sale. Conveyance of the Sewer Main Extension shall be at no cost to the District and made by Bill of Sale, with a wet-stamped engineer's certification as to inventory and cost attached thereto, and upon a recommendation of acceptance by the District's Manager and District Engineer. As of the date of Final Acceptance by the District, all of Developer's right, title and interest in and to the Sewer Main Extension, including, but not limited to, all mains, pipelines, manholes, and related parts and materials that comprise the Sewer Main Extension, shall pass to and be conveyed to the District, free and clear, with no additional transfer proceedings or documents being necessary.

11.3 Certificate of Final Acceptance. Final Acceptance shall be accomplished by the District Manager (or the Manager's designee) signing and providing to Developer a written certificate of Final Acceptance. As of the date of Final Acceptance, the District accepts the Sewer Main Extension for all purposes, including maintenance and repairs, and the Developer's obligation to pay for same shall cease; provided, however, that Developer's indemnification obligation set forth in paragraph 15 below and manhole obligation set forth in paragraph 12 below shall survive Final Acceptance.

12. Manholes. Notwithstanding any other provision contained in the Agreement to the contrary, if the Sewer Main Extension that is subject to this Agreement is installed in private or public streets and the surface of the street is not paved by the time of Final Acceptance, Developer shall remain responsible for raising the manholes to finished street grade in accordance with applicable County specifications when the street is paved. Developer shall

notify the District when the work to raise the manholes is complete so that the District may inspect the work. As part of the work on the manholes, Developer shall insure that the manholes are clear of debris and are operational. If Developer does not raise the manholes as required herein, the District may perform the work at Developer's sole cost and expense within thirty days after notice to Developer. Developer shall make payment to the District within thirty days after invoice.

13. Attorney, Engineering and Inspection Fees. Developer shall reimburse the District for any attorney, engineering, review, and inspection costs incurred by the District in association with the Project ("District Costs"). All District Costs are due and payable to the District pursuant to the Plan / Project Review Fee Agreement, or if not covered under such agreement the District Costs will be due within thirty days of invoice by the District.

14. Defaults.

14.1 In the event payment of any amount due hereunder is not timely made, Developer agrees to pay all costs of collection, including reasonable attorney fees, together with interest on the unpaid delinquent amount at the rate of one percent per month or part thereof.

14.2 If Developer fails to comply with the warranty requirements set forth herein, the District may exercise the remedies set forth in paragraphs 6.1-6.3 herein.

14.3 If at any time Developer defaults on any of its obligations under this Agreement, the District may, in addition to any other rights and remedies it has herein or in law or equity, withhold approval or acceptance of the Project, refuse to sign off on building permits, or occupancy permits applied for within the Property, or refuse to accept sewage from the Property until such default has been cured.

14.4 In addition to other remedies, this Agreement may be enforced in law or in equity by a decree of specific performance, damages, foreclosure of liens, or other such legal and equitable relief as may be available, subject to the provisions of the statutes of the State of Colorado. All remedies are cumulative.

15. Indemnification. Developer shall indemnify, hold harmless and defend the District, its officers, directors, agents and employees, from any and all claims, demands or liability of whatsoever kind or nature, including attorney fees, arising out of, or encountered in connection with, the design or construction of the Project, or its operation or maintenance by Developer prior to Final Acceptance, whether such claim, demand or liability is caused in any way by Developer, its agents, employees, or Developer's Contractor, its agents or employees, or by any product or materials installed on the Project by Developer or its Contractor; excepting only such injury or harm as may be caused solely and exclusively by the District's negligence. This indemnification shall extend to all claims, demands or liabilities for injury to persons, property or financial loss occurring before Final Acceptance of the Project as well as for a period of two years after the date of Final Acceptance of the Project.

16. No Duty; No Reliance.



16.1 The District, by causing its District Engineer to approve plans for the Project, does not assume any duty of care with respect to Developer. It is the Developer's sole responsibility to select the materials for the Project in accordance with the District's Engineering Standards and all applicable District Rules and Regulations. It is also Developer's sole responsibility to construct the Project in accordance with the Approved Plans.

16.2 Developer represents that Developer has thoroughly read the Approved Plans for the Project, examined the Project site, and ascertained all soil, geological, groundwater and other conditions to be encountered that might affect the construction, operation and maintenance of the Project. Developer agrees that it enters into the Project relying on its own investigation and information not on any statements or representations, if any, that have been made by the District, its officers, directors, agents or employees.

16.3 If Developer or Developer's engineers disagree with any part or portion of the Approved Plans for the Project, such disagreement shall be brought to the attention of the District Manager for resolution prior to the construction of the Project. Nothing herein contained shall be construed to place any obligations on the District to modify, deviate or change its Engineering Standards as a result of any disagreement or objection lodged by Developer.

17. No waiver. Any party's failure to insist upon strict performance of any of the terms and conditions of this Agreement or delay in exercise any right herein conferred will not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement.

18. Severability. If any portion of this Agreement shall be deemed to be ineffective or without force and effect by a court of competent jurisdiction, the invalidity or unenforceability of such provision shall not affect the enforceability of the other provisions hereof.

19. Entire agreement / Modification. The terms and conditions herein constitute the entire Agreement between the Parties on the subject matter hereof, except as contained in the Approved Plans or the Plan / Project Review Fee Agreement. All previous discussions and negotiations are deemed merged in this Agreement. This Agreement may only be modified in writing, signed by both parties hereto.

20. Interpretation of Agreement. This Agreement and the Approved Plans are intended to supplement one another. However, in the event of a conflict, the conflict shall be brought to the attention of the District Manager, who shall have final authority to resolve any conflicts.

21. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Colorado, and any proceedings shall take place in Adams County, Colorado.

22. No Waiver of Governmental Immunity. Nothing contained in this Agreement shall be construed as a waiver, in whole or in part, of the protection afforded the District under the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as the same may be amended from time to time.

23. Assignment. Developer may not assign this Agreement without the express written consent of the District.

24. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their lawful successors-in-interest and assignees. This Agreement affords no claim, benefit, or right of action to any third party.

**IN WITNESS WHEREOF**, this Agreement has been executed as of the date and year first above written.

**DEVELOPER:**

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BERKELEY WATER AND SANITATION  
DISTRICT**

By: \_\_\_\_\_

\_\_\_\_\_, President

Attest:

\_\_\_\_\_

\_\_\_\_\_, Secretary

**EXHIBIT A**

**DESCRIPTION OF THE PROPERTY**

**EXHIBIT B**

**DESCRIPTION OF SEWER MAIN EXTENSION**

**EXHIBIT C**

**BERKELEY WATER AND SANITATION DISTRICT  
WARRANTY AND MAINTENANCE BOND  
(SEWER IMPROVEMENTS)**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_, hereinafter called Principal, and \_\_\_\_\_, hereinafter called "Surety," a corporation organized and existing under the laws of the State of Colorado and authorized to do business in the State of Colorado, are held and firmly bound unto the Berkeley Water and Sanitation District, a quasi-municipal corporation of the State of Colorado, as Oblige, hereinafter called "District", in the sum of \_\_\_\_\_ Dollars, lawful money of the United States of America for the payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly, by these presents:

WHEREAS, Principal has applied to the District for permission to install the sewer main and related appurtenances generally described as "**Attachment 1**", which is attached hereto and incorporated herein by this reference (the "Project"), for the purpose of obtaining sewer service for the Project known as \_\_\_\_\_; and

WHEREAS, as a condition of the District's approval of the Project, Principal and the District have entered into the Agreement for Extension of Sewer Main attached hereto as "**Attachment 2**" (hereinafter called the "Contract"), which Contract is by this reference made a part hereof; and

WHEREAS, the Contract contains: a) Principal's warranty that the Sewer Main will be free from defects for the period beginning with the date of initial acceptance and ending after two years or after the date the Project is finally accepted by the District whichever is later; and, b) Principal's promise to maintain and repair the Project until the same has been finally accepted by the District and to raise the manhole to paved street level at such time the street is finally paved, even if the same occurs after final acceptance of the Project; and

WHEREAS, the approval of the Project by the District and Principal's authorization to proceed with the construction thereof is in part conditioned upon Principal's furnishing of an adequate warranty and maintenance bond to the District guaranteeing that Principal will perform or cause to be performed all of Principal's warranty, maintenance and other obligations that arise under the Contract from and after the date the same is initially accepted by District.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly, faithfully and fully perform all the undertakings, covenants, terms, conditions and agreements of said Contract arising after initial acceptance of the Project by the District, including, but not limited to Principal's maintenance, repair, warranty and manhole raising obligations; and shall also well and truly perform all undertakings, covenants, terms, conditions and agreements, of any and all duly authorized modifications of said Contract that may hereinafter be made, notice of which modifications to the Surety being hereby waived, then this obligation shall be null and void; otherwise it shall remain in full force and effect for a period of

thirty months from the date of this Bond to be released upon final acceptance by the District in writing by the District's Manager, as set forth below.

AND THE SAID SURETY, for value received, hereby stipulates and agrees that whenever the Principal shall be, and is declared by District in default of its post-initial acceptance obligations under said Contract, the District, having performed its obligations thereunder, the Surety may promptly remedy the default or shall promptly (1) perform the Principal's post-initial acceptance obligations in accordance with the terms and conditions of the Contract, or (2) obtain a bid or bids for submittal to the District for completing said post-initial acceptance obligations of the Principal in accordance with the terms and provisions of the Contract and upon a determination by the District and the Surety of the lowest responsible bidder, arrange for a contract between such bidder and the District, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract of completion arranged under this paragraph), sufficient funds to pay the cost of completion in an amount up to but not exceeding the dollar amount of this Bond.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the District named herein or the successors and assigns of the District. Any suit under this Bond must be instituted before the expiration of two years from the date on which the Project is finally accepted by the District under the Contract.

Nothing herein contained is intended to cause the Surety to guarantee that the Project will be constructed in the first instance. Surety's obligations hereunder arise only at such time as the Project is initially accepted by the District.

IN WITNESS WHEREOF, the Principal and Surety have executed this Bond as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**PRINCIPAL:**

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

**SURETY:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Email: \_\_\_\_\_

BOND NO. \_\_\_\_\_

**ATTACHMENT1  
TO WARRANTY AND MAINTENANCE BOND**

Sewer Main Extension Description



**ATTACHMENT2  
TO WARRANTY AND MAINTENANCE BOND**

Fully Executed Agreement  
for Extension of Sewer Main