

SECTION 5 - Legal Requirements for ROW Excavation Permit

A. Bonding

A 2 year, \$3,000.00 warranty or surety bond, specifically written for street work in the City of Bloomington, must be posted by any contractor preparing to excavate in streets, alleys, sidewalks, or other public right-of-way. This bond must be valid at the date a ROW Excavation Permit is applied for, and must be written so as to remain in effect for a period of two years after the street cut repair is completed. Additional bonding may be required for large-scale projects. Proof of adequate bond must be on file at the City of Bloomington Engineering Department before a permit will be issued.

City of Bloomington Municipal code 12.08.050 Bond required--Amount-- Conditions.

At the time of filing the petition under the provisions of Section 12.08.040, the person desiring to make any opening or excavation shall also file a bond payable to the city in a sum not less than one hundred dollars and not more than three thousand dollars as the City Engineer may designate. In the alternative, for projects where the projected cost exceeds three thousand dollars, the City Engineer may require a bond in an amount not to exceed the total projected cost of the project, plus twenty-five percent, in the event such bond is deemed necessary to ensure performance of the contractor. Bonds shall be filed with the City Engineer and shall be conditioned to save the city harmless from any loss, cost or damage by reason of such proposed work, and that the same shall be done in all respects in conformity to the requirements of this code and all other ordinances of the city regulating same; provided, however, that a single or continuing bond may be given to embrace all work of the petitioner for a period of time between the date of the execution of the same and two years from the date of completion of the project. (Ord. 86-49 § 1 (part), 1986: prior code § 23-18).

B. Warranty of work and default of bond

If a repair fails within 2 years of its completion, the contractor will be notified of the needed repairs. If the contractor does not comply, or cannot be reached within a specified period deemed necessary by the City Engineer, the work will be completed by the City of Bloomington, or a contractor hired by the City, to bring the patch to acceptable standards and funding will be drawn from the insurance bond.



Effective Date: _____ (DATE)

Western Surety Company

LICENSE AND PERMIT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. _____

That we, _____ (COMPANY NAME)

of the City _____ of (CITY NAME), State of _____ (STATE NAME), as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do surety business in the State of _____ Indiana _____, as Surety, are held and firmly bound unto the

City of Bloomington _____, State of Indiana _____, as Oblige, in the penal

sum of _____ (BOND AMOUNT) _____ DOLLARS ((BOND AMOUNT)), lawful money of the United States, to be paid to the Oblige, for which payment well and truly to be made, we bind ourselves and our legal representatives, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the Principal has been licensed _____ (WORK IN THE CITY RIGHT OF WAY) _____

_____ by the Oblige.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply with the laws and ordinances, including all amendments thereto, pertaining to the license or permit applied for, then this obligation to be void, otherwise to remain in full force and effect until (TWO YEARS FROM DATE BELOW), unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, by First Class U.S. Mail to the Oblige and to the Principal at the address last known to the Surety, and at the expiration of thirty (30) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said date. Regardless of the number of years this bond shall continue in force, the number of claims made against this bond and the number of premiums which shall be payable or paid, the Surety's total limit of liability shall not be cumulative from year to year or period to period, and in no event shall the Surety's total liability for all claims exceed the amount set forth above. Any revision of the bond amount shall not be cumulative.

Dated this _____ (MONTH) day of _____ (DATE) _____ (YEAR)

_____ (COMPANY NAME)

_____ (SIGNATURE)

Principal

Principal

Countersigned (where required)

WESTERN SURETY COMPANY

By _____ (SIGNATURE)

By _____ (SIGNATURE)

Resident Agent

Senior Vice President