

SIDEWALK AND/OR THOROUGHFARE ENCROACHMENT
PERFORMANCE BOND & LIABILITY INSURANCE COVERAGE

We _____, (hereinafter referred to as the Contractor) and _____, as surety, are held and firmly bound to the City of Paris, Kentucky, in the sum of \$1,000.00, which sum, in cash or cashier's check, certified check, or commercial bond, has been deposited with the City as additional security; that the contractor will perform or cause to be performed the cutting, digging and incidental work described in the application attached hereto in a workman like and expeditious manner and the damage to the thoroughfare or sidewalk promptly repaired in a satisfactory manner which remains as good and safe for the period of one year after completion of the initial repairs as before said digging or cutting occurred. The City may forfeit the bond and be promptly repaid for its labor, materials, and use of equipment if it elects to make such repairs after what it considers inaction, unsatisfactory performance or undue delay on the part of the Contractor, since time is of the essence. Contractor shall additionally provide liability insurance coverage, as evidenced by a certificate of insurance in favor of the City in an amount of not less than \$25,000.00 to cover any and all claims resultant from incursions into the thoroughfare and/or sidewalk as set out above. Said insurance shall remain in full force and effect until such time the City Building Inspector determines that repairs have been satisfactorily completed. All excavated rock, concrete, dirt or other material shall **not be used as backfill for said cutting or digging** and shall be hauled away and disposed of by the Contractor. The street and/or sidewalk cut shall be backfilled with either #9 gravel or traffic-bound stone and capped with either 3" of bituminous asphalt in the street area or 4" of concrete in the sidewalk area. During winter months, when hot bituminous asphalt is not available, "cold patch" may be used, however this shall be replaced by hot asphalt when it becomes available. Contractor shall provide his/her telephone numbers, including cell phone numbers, to which all complaints concerning the street and/or sidewalk cut will be referred for corrective or remedial action. Out of town or other contractors shall address all problems associated with the street and/or sidewalk cut within a reasonable amount of time or the City will take corrective action and initiate proceeding to recoup its expenses by calling the bond.

WITNESS OUR SIGNATURES this _____ day of _____, 20_____, at Paris, Bourbon County, Kentucky.

Principal

Surety