

PERFORMANCE BOND
FOR EXCAVATION WORK IN
PUBLIC RIGHTS-OF-WAY

KNOW ALL PEOPLE BY THESE PRESENTS That _____,
with an address of _____, as Principal,
and _____,
a corporation organized and existing under the laws of the State of _____,
and duly authorized to transact a corporate surety business in the State of Minnesota, as Surety, are
hereby held and firmly bound unto the City of Bloomington, County of Hennepin, State of
Minnesota, (hereinafter "City") and unto such others for whose benefit this obligation is intended to
run, in the sum of Five Thousand and No/100 Dollars (\$5,000.00), to be paid unto said parties, their
successors and assigns, for which payment we jointly and severally bind ourselves and each of our
heirs, legal representatives and successors firmly by these presents.

WHEREAS, the Principal desires to carry on the business of _____
_____ in public rights-of-way in the City and is providing this bond to
the City to satisfy the excavation permit requirements of Section 17.68 of the Bloomington City Code,
as amended for the twelve-month period commencing _____,
20_____, and ending _____, 20_____, unless renewed by a Bond
Certificate ; and

WHEREAS, the Principal may apply for renewal of the bond for additional bond periods by the
submission of a Bond Continuation Certificate signed by the Principal and the Surety;

NOW, THEREFORE, THE CONDITIONS OF THIS BOND ARE THAT:

A. Said Principal shall in all respects comply with and will faithfully perform all things
required by State statutes, rules and regulations, and by any permits issued thereunder; and

B. Said Principal shall indemnify, save and keep said City, and its officials, employees, and
agents harmless against any claims, damages, liabilities, losses, actions, suits, judgments or other
costs arising from any excavation or other work covered by the City's right-of-way permit or by
reason of any accident or injury to persons or property through the fault of the Principal, either in
improperly grading the excavation or from any other injury resulting from the negligence or willful
actions of the Principal; and

C. Said Principal shall pay all damages imposed upon it for violation of any State statute,
rule or regulation, City ordinance, or conditions of any permit issued thereunder; and

D. Said Principal shall indemnify any person who suffers a loss through violation by said
Principal of any State statute, rule or regulation, City ordinance, or conditions of any permit issued
thereunder; and

E. Said Principal shall replace or perform again in a faithful and adequate manner all work and materials not in accordance with the applicable State statute, rule or regulation, City ordinances, and permits; and

F. Said Principal shall indemnify any person for whose benefit the applicable State law or City ordinance specifically provides indemnification; and

G. Said Principal shall faithfully satisfy all judgments based on tort liability which are obtained by reason of negligence of said business which negligence is attributable to said Principal or his agent;

If the Principal shall satisfy all of the above conditions then no obligation shall arise under this bond.

If the Principal fails to perform any of the above conditions, then the Principal and Surety shall be liable under this bond to the extent necessary to satisfy the breach of the conditions.

In the event of suit or action upon this bond, the City shall be entitled to recovery of all costs and disbursements including reasonable attorney's fees, up to but not in excess of the bond amount.

It is understood and agreed that any payments made pursuant to this bond shall not reduce or eliminate the bond amount or the liability thereunder for the purposes of future claims made against the bond.

The Surety herein shall have the right to withdraw as surety from this bond and may do so upon giving the said Principal and the City ten (10) days' written notice to that effect, whereupon except as to any liabilities or indebtedness incurred or accrued prior to the termination of this said ten (10) days' notice the liability of the Surety under this bond shall cease, and the said bond shall thereupon terminate and be of no more force or effect.

IN WITNESS WHEREOF, We have hereunto set our hands this _____ day of _____, 20__.

(SEAL)

As to PRINCIPAL

(SEAL)

As to SURETY

ACKNOWLEDGEMENT OF PRINCIPAL

(For Individual or Partnership)

STATE OF MINNESOTA)
)SS
COUNTY OF _____)

On this _____ day of _____, 20____, came before me personally _____ to me well known to be the same person who executed the foregoing bond, and each severally acknowledged the same to be _____ own free act and deed.

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL

(For Corporation)

STATE OF MINNESOTA)
)SS
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____ to me personally known, who, being duly sworn, did say that _____ is the _____ of _____; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors.

Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF MINNESOTA)
)SS
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____ to me personally known, who, being duly sworn, did say that _____ is the _____ of _____; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that _____ acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

Attachments:

Power of Attorney for Surety