

STREET CONSTRUCTION & EXCAVATION CONTRACTOR

INSURANCE REQUIREMENTS PER CITY CODE CHAPTER 37

The contractor may purchase insurance for the full limits required, or a combination of primary policies for lesser limits and the remaining limits provided by an Umbrella or Excess policy. Any policy providing excess limits shall name the City as additional insured and be primary. The Certificate shall provide for not less than thirty (30) days notice to the City before cancellation or modification of coverage can be effective.

The insurance contracts shall provide:

1. Comprehensive General Liability on an occurrence basis for premises, operations, completed operations and product liability with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and for completed operations and products. There shall not be any exclusions limiting property damage, or barring contractual liability, or barring explosion, collapse or underground operations. The City will be named as an additional insured and the licensee's insurance must be primary. Coverage must include:
 - a. \$1,000,000 per occurrence
 - b. \$2,000,000 for completed operations and products
 - c. \$2,000,000 in the aggregate
 - d. **The City will be named as an additional insured and the licensee's insurance must be primary.**

2. Commercial Auto Liability with limits of not less than \$1,000,000 Combined Single Limit for bodily injury and property damage each occurrence. The policy shall also cover hired and nonowned vehicles. The City will be named as an additional insured and the licensee's insurance must be primary. Coverage must include:
 - a. \$1,000,000 Combined Single Limit each occurrence.
 - b. Hired and non-owned must be covered.
 - c. **The City will be named as an additional insured and the licensee's insurance must be primary.**

3. Workers Compensation insurance according to the provisions of the Illinois Worker's Compensation Act, as amended, with Employer's Liability of not less than \$500,000 each accident, \$500,000 for Disease - policy limit and \$500,000 for Disease - each employee. Coverage must include:
 - a. \$500,000 each accident
 - b. \$500,000 for Disease - policy limit
 - c. \$500,000 for Disease - each employee

Please send your Certificate of Insurance to:

City of Decatur
Licensing Division
1 Gary K. Anderson Plaza
Decatur, IL 62523
FAX: 217-450-2289

*** NOTE: BOND FORM 5/3/26B IS ALSO A REQUIREMENT OF LICENSING ***

STREET CONSTRUCTION AND EXCAVATION CONTRACTOR BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____
of the City of _____, County of _____ and State of _____, as
Principal, and

_____, as Surety, are held and firmly bound to the City of
Decatur, Illinois, in the penal sum of Five Thousand Dollars (\$5000) lawful money in the United States,
for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators
and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas the above bounden Principal being desirous
from time to time of making excavations in the public streets, alleys and public areas of said City of
Decatur, Illinois, for the purpose of tapping water mains, laying of drain tile, sewers, etc., or engaging in
the business of construction of permanent concrete sidewalks, concrete driveways and the cutting and
rebuilding of concrete curbing within the said City of Decatur, Illinois; all work to be performed under
license and permits authorizing said work, according to provisions of statute, ordinance, standard, rule or
regulation applicable to the work to be performed under said license or permit, payment of all fees or
charges accruing to the City connected therewith and against any faulty workmanship or materials and to
remain in effect for a period not less than three (3) years from the end of the license period during which
work under said license was done.

NOW THEREFORE, if the said Principal shall well and truly perform all the duties required of him by
the said ordinance, standard, rule or regulation of the City of Decatur, Illinois, in relation to excavation
made in the streets, alleys and public areas of said City; and the ordinances, standard, rules and
regulations relating to concrete sidewalks, concrete driveways and the cutting and rebuilding of concrete
curbing and the construction whereof; and further that he shall indemnify, save and keep harmless said
City from any and all loss, costs and charges for refilling excavations which it, the City may suffer or
which it may be put to or which may be recovered from it, from or on account of the issuance of permits
for the making of said excavation from or on account of any act or thing done by virtue of the authority
given in any such permit or for any damage, loss or expense to any person, firm or corporation caused by
or on account of the obstruction of any such street, alley, sidewalk or public area; further that he will hold
City of Decatur, Illinois harmless from any and all damages caused by faulty, defective, or negligent
construction of any sidewalk, driveway and curbing, or for any reason whatsoever; and in all other things
shall conform to all the requirements as herein set forth or that may be required by said ordinance,
standard, rule or regulation, then this obligation shall be null and void; otherwise to remain in full force
and effect.

This is a continuing bond and shall remain in full force and effect until notice of its cancellation is
given to the City of Decatur, Illinois, a Municipal Corporation.

Witness our hand and seal this _____ day of _____, 20_____.

_____(Seal)
_____(Seal)
_____(Seal)