

**BOND FOR GRADING, OPENING OR WORKING  
IN PUBLIC STREET AND PUBLIC PROPERTY**

Bond No:

KNOW ALL MEN BY THESE PRESENTS, THAT \_\_\_\_\_ of  
\_\_\_\_\_ as  
principal, and \_\_\_\_\_  
\_\_\_\_\_ as surety, are held and firmly bound unto the City of  
Cedar Rapids, Iowa, in the penal and full sum of TEN THOUSAND DOLLARS (\$10,000) for the payment of  
which well and truly to be made we do hereby jointly and severally bind ourselves, our heirs, executors,  
administrators, personal representatives, successors, and assigns for a term of one year from the date of  
\_\_\_\_\_ to \_\_\_\_\_.

The conditions of the above obligation are such that, whereas the above bounden principal desires and  
may in the future desire a permit or permits for WORKING IN OR OPENING THE CITY STREET or PUBLIC  
PROPERTY for the purpose of constructing private driveways, grading the parking or excavating in the street  
or public property, which permit or permits must be obtained in compliance with Chapter 9 of the Municipal  
Code of the City of Cedar Rapids, Iowa;

Now, therefore, in consideration of said permit or permits now or hereafter being issued, or renewed, said  
principal or surety shall from this date forward:

1. Indemnify and save harmless the City of Cedar Rapids, Iowa, its officials or any of its employees  
responsible for issuing permits for constructing private driveways, grading the parking or excavating in the  
street or public property, and successors, from and on account of any and all judgments, claims, costs,  
expenses, or liabilities of any kind whatsoever which said City and any or all of the persons above enumerated  
may sustain or which may be recovered from it or them, from or by reason of the issuance of each such permit,  
or by reason of any act, neglect or thing done under or by virtue of the authority given in any such permit, or in  
any way connected with, relating to, or growing out of any work performed by said principal, his or its agents  
and employees, or any subcontractor or anyone in any way under the principal's supervision and direction;

2. In all respects be bound hereby to all applicable requirements and provisions required to be in this bond  
by Chapter 9 of the Municipal Code of the City of Cedar Rapids, Iowa, and by ordinances and regulations now  
existing and hereafter enacted by the City of Cedar Rapids, Iowa, the same as though such requirements and  
provisions were fully set forth in this bond, and by reference such requirements and provisions are made a part  
hereof;

3. Comply with and faithfully observe and obey all applicable regulations and ordinances of the City of  
Cedar Rapids, Iowa, now existing or hereafter enacted and all other applicable laws now existing or hereafter  
enacted affecting or relating to the grading, opening or working in the City streets or public property;

4. Pay all damages or loss to the City of Cedar Rapids, Iowa, that may occur from any act or negligence of  
said principal, his or its agents or employees, anyone under his or its supervision or direction, or any  
subcontractor, as a result of his grading, opening or working in the City streets or public property;

5. Fully protect any and all work, space, materials, equipment or excavation in the City streets or public property undertaken by principal or under his or its direction and supervision or by any agent or employee, or by any subcontractor;

6. Pay any penalties that may be imposed during the period of any permit now issued or to be issued during the period of this bond; and

7. Repair all damages to streets, alleys or appurtenances thereof, to the satisfaction of the City Engineer.

Compliance with all and several of the above enumerated items shall make this bond void. Otherwise, it shall remain in full force and effect within the City of Cedar Rapids, Iowa. The surety shall have the right to cancel this bond for future liability upon 60 days' notice to the City Engineer of the City of Cedar Rapids, Iowa, in writing by registered mail.

In Witness Whereof, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ in presence of

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Signature Principal

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Company Name Surety

\_\_\_\_\_  
Signature Surety

\_\_\_\_\_  
Approved  
City Engineer

\_\_\_\_\_  
Attorney-in-fact

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved as  
To form  
City Risk Manager