

- D. The work of final restoration, including milling and paving, shall be performed by the Permittee under the supervision of the Township Representative. In the case of large utility installation projects, the Manager or Township Engineer may require inclusion of milling, paving and final restoration in the regular Township paving program. If the Township performs the final milling, paving and final restoration on behalf of the Permittee, the Permittee shall reimburse the Township for the cost of this work in accordance with the rates included in the regular Township paving program.
- E. If the Permittee proposes multiple transverse openings of the roadway within 150 feet of each other, measured from the centerline of each opening, the Permittee shall be required to mill and overlay the entire cartway between all proposed openings. With respect to this Ordinance, the cartway shall be defined as the entire width of the roadway, from back of curb to back of curb on roadways that have bituminous wedge curbs; or from edge of road to edge of road for roadways without bituminous wedge curbs.
- F. The Permittee shall notify the appropriate Township Representative forty eight (48) hours prior to completing permanent restoration work. Failure to request observation may result in rejection of the work performed.

#### **Section 11: Bond Requirements.**

- A. Upon receipt of a permit and prior to initiation of the work, the Permittee shall provide the Township with an acceptable corporate surety bond to guarantee faithful performance and maintenance of the work authorized by a permit granted pursuant to this Ordinance. The amount of the bond shall be one hundred and ten percent (110%) of the estimated cost of restoring the street opening, as determined by the Township Representative. The term of the bond shall begin upon the date of posting thereof and shall terminate eighteen (18) months after receipt by the Permittee of a certificate final completion from the Township Representative. If the Permittee anticipates requesting more than one (1) permit per year as required by this Ordinance, they may furnish one (1) continuing corporate surety bond, in the amount of \$200,000 or in such amount the Township Representative deems necessary to guarantee faithful performance. The amount of such bond shall be in relation to the cost of restoring pavement disturbances to be made by the Permittee throughout the year. In the case of a public utility company, its corporate bond in a form satisfactory to the Solicitor may be accepted in lieu of the corporate surety bond required by this section.
- B. Upon completion of all work accomplished under the provision of a permit, the Permittee shall notify the Township Representative in writing. A certificate of completion shall be issued by the Township Representative to the Permittee after permanent restoration of the excavation has been made, the Township Representative has conducted a final inspection, and providing the work authorized by the permit has been performed satisfactorily according to Township specifications.
- C. The Bond will not be released until all associated fees have been paid and costs incurred by the Township for the associated Application, including but not limited to Engineering

Fees and Legal Fees of the Township's professional consultants, are reimbursed to the Township in full by the Applicant as noted in Section 5.B.

- D. If any settlement in a restored area occurs within a period of 18 months from date of completion of permanent restoration, and Permittee fails to make such correction after notification, any expense incurred by the Township in correcting such settlement shall be paid by the Permittee or recovered from their bond, unless the Permittee submits proof satisfactory to the Township Representative that the settlement was not due to defective backfilling.

Any deficiencies arising from permanent restoration activities during the 18 month maintenance period that are deemed unsafe by the Township shall be rendered safe for public use within eight (8) hours of notification. If corrective actions are not completed to make the permanent restoration safe within eight (8) hours; the Township may take whatever action is necessary and reasonable to make the permanent restoration safe; the Permittee shall be responsible for costs incurred by the Township. The corrective action work shall be reviewed by the Township Representative; the Permittee is responsible to request a review by the Township Representative. The Township Representative shall provide the Permittee with a second report identifying the deficiencies requiring correction and a revised maintenance period expiration date. The 18 month maintenance period shall be extended for an additional period of ninety (90) calendar days for each repair.

- E. Whenever the Township Representative determines that a default has occurred in the performance of any term or condition of the Permit, written notice thereof shall be given to the Permittee and to the Surety on the bond. Such notice shall state the work to be done, the estimated cost thereof, and the period of time deemed by the Township Representative to be reasonably necessary for completion of such work.
- F. After receipt of such notice the surety must, within the time therein specified, either cause the required work to be performed, or, failing therein, indemnify the Township for the cost of doing the work as set forth in the notice.

## **Section 12: Liability Insurance.**

- A. Each Applicant, upon the receipt of a Permit, shall provide the Township with an acceptable certificate of insurance naming the Township and its employees as additional insured and indicating that the Permittee and Township are insured against claims for damages for personal injury as well as against claims for property damage which may arise from or out of the performance of the work, whether such performance be by himself, his subcontractor or anyone directly or indirectly employed by him and shall include protection against liability arising from completed operations. The amount of the insurance shall be prescribed by the Township Representative in accordance with the nature of the risk involved; provided, however, it shall provide for a minimum of comprehensive bodily injury liability insurance including coverage on a personal injury basis and comprehensive property damage liability insurance not less than \$2,000,000 combined single limit. Public