

UTILITY INSTALLATION PERMIT BOND

RECEIPT NO.

DATE ISSUED:

PERMIT NO.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
_____ as Principal, and
_____, as Surety, are hereby
held and firmly bound unto the City of Vandalia, Montgomery County, Ohio, in the penal sum of
_____ Dollars (\$_____) for the payment of which well
and truly to be made we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

The conditions of the above obligation are such that, whereas, the above named principal has made application to the City of Vandalia for a permit to do the work of installing, tapping and/or making connections with public water mains, sewers and/or drains of the City of Vandalia and of building for private use such lateral connections, with approved fixtures and laterals to connect therewith, as the City of Vandalia might from time to time authorize in each particular case to be made in accordance with applicable City of Vandalia Rules and Regulations and in compliance with Federal, State and local laws and regulations including, but not limited to, Occupational Safety and Health Administration (OSHA) requirements.

Now, if the said principal shall well, faithfully and in a workmanlike manner make and perfect the several connections with necessary fixtures and laterals, which he may be called upon to construct in the course of his employment for which said permit is issued, and if the said principal shall indemnify and save the City of Vandalia and its employees harmless from any and all claims for loss or damage that may be occasioned in any wise by accident or the want of care or skill on his part or on the part of anyone in his employment in the prosecution of such work, or that may be occasioned by reason of any opening by him made or caused to be made in any street, lane, avenue or other public right-of-way, in the making of any connections with any public or private utility as aforesaid, including all costs and expense arising from the defense of such claims;

And further, when there is an existing lateral, T or Y branch, that said principal is going to connect to, then existing lateral must be tested to see if pipe is operational for use and there must be a City of Vandalia inspector present to observe and approve same;

And further, if he will promptly, at the proper time, replace and restore the street/right-of-way area over such opening to as good or better a state and condition as he found it previous to opening the same;

And further, if said principal shall conform in all respects to the rules and regulations of the City of Vandalia which may from time to time be established in relation to the installation of utility lines and tapping of any of the public utilities, then this obligation shall be null and of no effect, otherwise of full force and virtue.

The aggregate liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The bond shall begin _____, 20_____, and continue until cancelled. This bond may be cancelled as to future liability by the surety upon thirty (30) days written notice to the City of Vandalia City Engineer. Any such cancellation shall release the surety from liability for any subsequent acts of the principal; provided, however, the surety shall remain liable for any and all acts of the principal covered by this bond up to the date of cancellation.

Signed on this _____ day of _____, 20_____.

Witnesses:

Principal

Address

Surety

Address

By: _____

Attorney-in-Fact

INSTRUCTIONS TO APPLICANTS

A certified copy of Power of Attorney must accompany this bond form.

After filling in the blanks and signing the proper signatures to this bond:

Present bond to City Engineer together with the permit application, permit fee and certificate of insurance in the amount of \$1,000,000. Said certificate of insurance shall name the City of Vandalia as additional insured and shall require that such policy will not be cancelled until the City of Vandalia shall have been given at least fifteen (15) days written advanced notice of the proposed cancellation.