

**ANNUAL EXCAVATION AND RESTORATION BOND
CITY OF CLAYTON
6996 TAYWOOD ROAD
ENGLEWOOD, OH 45322
PHONE: (937) 836-3500 AND FAX: (937) 836-6773**

BOND FOR RIGHT-OF-WAY WORK

KNOW ALL MEN BY THESE PRESENTS: THAT WE, _____ as Principal, and _____, as Surety, are held firmly bound unto the City of Clayton, State of Ohio (the "City"), and unto the property owner making any private contracts with said principal, or unto either of said parties, in the penal sum of **TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00)**, to be paid to the City or to the property owner making a private contract with said principal and or materialmen and subcontractors for which payment we do hereby bind ourselves, our and each of our heirs, executors, administrators, and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the obligation is such, that whereas on the ___ day of _____, 20___, the said _____ was under the authority of Law, duly permitted by said City, to carry on the business of constructing various improvements within the right-of-way and easements within said City, for one year ending on the anniversary date of this bond.

NOW, if the said _____, in the constructing of various improvements within the right-of-way, being permitted so to do by the City and having contracted therefore, whether with said City or a property owner, shall conform strictly to all the requirements of law including the ordinances of said City applicable thereto; shall construct all such improvements in accord with the standard plans and specifications adopted by said City or any officer thereof authorized in the premises; shall pay all damages which may occur because of any defective or inferior workmanship or materials in any such structure which he may construct or shall repair or replace same provided such defective condition becomes evident before the end of the guarantee period provided in the contract, which in no case will be less than one year from acceptance, of the construction of such improvements; and shall indemnify and save harmless the City and the property owner with whom he may contract for the building of such public right-of-way improvements, either or both, from all claims, charges, losses, costs damages, suites and actions of every kind brought against either or both, for or on account of any injury or damage to persons or property, or both, because of, arising out of, or incident to the construction of the work in any such contract specified to be done or the doing of any work therein described, and shall pay any and all legal claims for labor, material, machinery, or equipment furnished for the work specified in any such contract, then these presents shall be void. All work in the public right-of-way shall be warranted free from defects for a period of one year after initial approval by the City. The City shall be given thirty (30) days written notice of any cancellation or termination of this bond for nonpayment of premium or any other reason.

The authority of _____ to continue to carry on the business of constructing various improvements on the right-of-way and easements within the City shall terminate one year after the execution of this bond unless a new Bond for Right-of-Way Work is provided to the City.

IN TESTIMONY THEREOF, we have hereunto subscribed our names this ___ day of _____, 20___.

BY: _____
PRINCIPAL

WITNESS:

NAME OF SURETY

BY: _____
SURETY