

**STREET OPENING BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_ hereby held and firmly bound unto the City of Massillon, Ohio, in the sum of Ten Thousand Dollars (\$10,000.00) for a term beginning January 1, 20\_\_\_\_, and ending December 31, 20\_\_\_\_.

The condition of the above obligation is such that whereas the above named principal has made application for license to do the work of making and repairing street openings for a period of one (1) year.

Now, therefore, if the said principal shall be licensed as aforesaid and if the said principal shall indemnify and save harmless the City of Massillon from all loss or damage that may be occasioned in any wise by accident or want of care or skill on his/her part, in the prosecution of such work or that may be occasioned by reason of any opening made by said principal or caused to be made in any street, lane, alley, avenue, market space, or common, in the making or repairing of any connection with any public or private utility, and if the said principal shall promptly at the proper time repair and restore the street, lane, avenue, market space, alley, or common, as the case may be, over such opening, to as good a state and condition as he/she found it previous to opening the same, and if said principal will conform in all respects to the rules and regulations which may be from time to time established by the City Engineer or City Council, in relation to the construction, repair, or regulation of the public utility and all appurtenances and shall pay all lawful claims or subcontractors, material persons, and laborers for labor performed and materials furnished in the carrying forward, performing, or completing of said contract, we agreeing and asserting that this undertaking shall be for the benefit of any material persons or laborers having a just claim as well as for the obligee herein, then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated. In compliance with Chapter 913 of the Codified Ordinances of the City of Massillon.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witness:

\_\_\_\_\_  
\_\_\_\_\_

Insurance Company

By: \_\_\_\_\_

Seal:

Contractor

Address

City

Phone #

Fax #