

**PERFORMANCE AND RESTORATION BOND FOR WORKING
IN PUBLIC STREET AND PUBLIC PROPERTY**

KNOW ALL MEN BY THESE PRESENTS, THAT _____
Contractor
of _____
Address
as Principal, and _____
Surety Name & Address
as surety, are held and firmly bound unto the City of Fort Dodge, 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 _____.
Effective Date Expiration Date

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 construction private driveways, grading the parking or excavating in the street or public property, which permit or permits must be obtained in compliance with Chapter 12 of the Municipal Code of the City of Fort Dodge, 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 Fort Dodge, 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 judgements, 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 subcontractors 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 12 of the Municipal Code of the City of Fort Dodge, Iowa, and by ordinances and regulations now existing and hereafter enacted by the City of Fort Dodge, 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 Fort Dodge, 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 Fort Dodge, 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 Fort Dodge, Iowa. The surety shall have the right to cancel this bond for future liability upon 60 days' notice to the City Engineering of the City of Fort Dodge, Iowa, in writing by registered mail.

In Witness Whereof, we have hereunto set our hands this _____ day of _____, 20____ 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 _____