

**ROAD CUT PERMIT BOND
BOND FORM A - GENERAL**

Bond No.:
Province of Ontario

Amount: **\$.00**

KNOW ALL MEN BY THESE PRESENTS: that as Principal, and _____ (Insurer), a Corporation authorized to carry on business under the laws of the Province of Ontario, as Surety, do hereby expressly acknowledge themselves to be held and bound to pay unto the City of Ottawa the sum of **\$.00** for the payment of which sum well and truly to be made unto the said City of Ottawa, and its successors, said Principal and Surety do hereby bind themselves, their respective Heirs, Successors and assigns jointly and severally.

WHEREAS THE said has obtained permission from the City of Ottawa to do certain excavation in the City streets and/or sidewalks, which permission has been given by way of what is known as a road cut permit granted on the expressed understanding that all the conditions in respect of same would be fulfilled and performed by the said Principal, which conditions are set out under Road Cut By-law 2003-445, for all Road Cut Permits obtained during the term of the Bond for the City of Ottawa which is expressly made a part hereof.

AND WHEREAS under the said conditions the Principal has to do all the things as more particularly set out therein; and in case the said Principal shall fail to do so, it is agreed that the City of Ottawa may do said work and supply all necessary materials and charge the same against the said Principal and Surety herein.

NOW THEREFORE, if the said Principal shall keep and perform all the conditions as set out in the said By-law and shall at every time hereafter well and truly save, defend and keep harmless and fully indemnify the City of Ottawa, its successors, servants and agents from and against all loss, costs, charges, damages and expenses which the said City of Ottawa, its successors, servants and agents, or any of them may at any time or times hereafter bear, sustain, suffer of it or be put into for or by reason or on account of the obtaining of the said Road Cut Permit or in doing or performing anything in any way relating to the execution of the work contemplated by such Road Cut Permit, or anything in any matter relating thereto, then these presents shall be null and void and have no further effect; but if default shall be made by the said Principal in any of the matters hereinbefore recited, then these presents shall have full force and effect and the said City of Ottawa shall have and recover from the said Principal and Surety damages in the amount of such default not exceeding the penalty amount set out above. It is further understood and agreed that this obligation shall be continuing one against the Principal and Surety herein, and that successive recoveries may be had herein until the full amount shall have been exhausted; and it is further understood that the obligation herein to perform and do all the things required shall not be changed, diminished, or in any manner affected from any cause during the said time.

NOW THEREFORE the conditions of this Bond are:

1. That the Surety shall have the right to cancel this bond at any time upon given sixty (60) day's notice in writing to the Obligee but the Surety shall be liable hereunder as aforesaid from the effective date of this bond up to the expiration of the said notice of cancellation. Notwithstanding this cancellation, the thirty-six (36) months maintenance provision referred to in Road Cut By-law 2003-445 will still be in force and effect.

It is hereby understood and agreed that the 60 day notice of cancellation described under Condition No. 1 of this bond will be addressed to all of the following:

City of Ottawa
Financial Services Treasury
Finance Department
100 Constellation, 4th Floor East
Nepean, Ontario K2G 6J8

Attention: Joumana Tannouri

2. No action, suit or proceeding shall be had or maintained against the Surety under this bond unless it shall be brought or instituted and process served upon the Surety before thirty-six (36) months after the final reinstatement of any work done under any road cut permit issued by the City of Ottawa to the Principal during the term of this bond prior to termination of this bond.

IN WITNESS WHEREAS the parties hereto have signed and sealed by their respective officers duly authorized in that behalf, this .

Witness

Principal

, Attorney-in-Fact