

Bond No. _____

Know all Men by these Presents, That _____ of _____, as principal, and _____ as sureties, are held and firmly bound unto the City of Davenport, Iowa, and to property owner or owners, and all persons interested herein in the penal sum of TEN THOUSAND DOLLARS (\$10,000.00), lawful money of the United States, well and truly to be paid to said city, or property owner or owners, and all persons in interest, and for which payment we bind ourselves, our heirs, our personal and legal representatives, and successors and assigns firmly by these presents.

THE CONDITION OF THE OBLIGATION HOWEVER IS SUCH THAT: Whereas: _____ has obtained according to law and ordinances and resolutions of said city, a license and permit from said city to construct permanent sidewalks and driveways within the limits of said city, conditioned upon compliance with said law and ordinances and resolutions, and orders and directions of the City Engineer and upon executing and delivering this bond.

Now if said _____ shall well and faithfully and in good workmanlike manner, of good materials, according to law and ordinances of said City of Davenport, Iowa, its rules, resolutions, regulations and the orders and directions of the Engineering Division, construct permanent sidewalks and driveways for property owners in said city and under proper permits during fiscal year beginning April 1st, 20____, and ending March 31st, 20____, and shall guarantee the full endurance and maintenance of said permanent sidewalks and driveways so constructed by him for a period of two years after completion thereof and shall furnish the material and do all work and make all repairs necessary to replace said sidewalks and driveways or to cause the same to endure and be maintained by him up to the requirements of the law for a period of two years after completion, whenever the City Engineer shall decide that the same should be replaced or repaired.

And if said _____ shall indemnify and hold harmless the said City of Davenport, Iowa, against all loss, cost, damages and expense of every kind (including the proper attorney fees incurred) arising in any way or manner:

FIRST. From the construction of permanent sidewalks and driveways by said _____, his agents and employees within said city limits; or

SECOND. From failure of said _____ his agents and employees to do any such construction or matters incident thereto in accordance with the full requirements of law and the ordinances, resolutions, rules, and regulations in that behalf adopted by said city, and the orders and directions of its Engineering Division.

THIRD. From the negligence or carelessness of said _____ his agents or employees in the construction of said sidewalks and driveways, in the occupation or use of the streets, alleys avenues or public places, in failure to use proper warning lights, signs, or barriers, resulting in injuries to persons or injuries to property in any way.

Then this obligation to be void, otherwise in full force and virtue.

This agreement constitutes the complete understanding of the signatory parties and shall not be construed to confer any rights or benefits upon any third parties or non-signatory parties.

Signed this _____ day of _____, 20____.

Principal

Surety

Surety