

BOND NUMBER _____
UTILITY, PLUMBER & CONTRACTOR COMBINED PERFORMANCE,
OBLIGATION AND MAINTENANCE BOND
(EXCAVATIONS IN CITY R.O.W. AND CITY EASEMENTS)

KNOW ALL MEN BY THESE PRESENTS, that we _____
_____, as Principal, and _____

_____, as Surety, are held and firmly bound unto City of Davenport, Iowa, as obligee, in the penal sum of \$5000.00 lawful money of the United States well and truly to be paid to the City of Davenport, Iowa, at Davenport, Scott County, Iowa, its successors or assigns.

THE CONDITION OF THIS OBLIGATION IS THAT WHEREAS, the said _____
_____, has been granted a permit by the City of Davenport to build and construct the following improvements:

upon, across or under lands or easements owned by the City of Davenport, Iowa, strictly in accordance with the requirements of Chapter 12.32, Excavations, the Municipal Code of Davenport, Iowa, and the standard specifications of the City of Davenport, Iowa, and

WHEREAS, the obligee desires that said improvement, when completed, shall be accepted by the City of Davenport as part of its public _____ system, or privately-responsible
(sewer or utility) _____ system, and
(sewer or lateral)

WHEREAS, the said City is willing to permit the principal to enter upon its lands or easements only upon the conditions of this obligation;

NOW, THEREFORE, the condition of this obligation is such that if principal shall:

1. faithfully build and construct said improvement, or so much of said work as may be performed by principal, the principal's subcontractors, agents or assigns, in accordance with the aforesaid specifications;
2. satisfy all claims and demands incurred in so much of the building and constructing of said improvement as may be performed by the principal, principal's subcontractors, agents or assigns, including any and all claims or demands for materials or labor which may or do result in liens upon said improvement or the property or easements of the said City;
3. for a period of **four** (4) years after acceptance by the City of Davenport of the entire improvement contracted for with obligee, referred to above, guaranteeing all items of construction against defects which may develop in so much of said improvement as may be built or constructed by the principal, the principal's agents, subcontractors or assigns;

4. fully indemnify and hold harmless the City of Davenport, Iowa, from all cost, loss, expense and damage which it may suffer by reason of any failure by the principal to perform the foregoing conditions, including all sums it may expend in curing any such default,

then this obligation shall become null and void; otherwise, it shall remain in full force and effect.

The Surety shall have the right to cancel this bond for future liability by providing the City of Davenport, Iowa with sixty (60) day written notice.

The Aggregate liability of the Surety hereunder pertaining to all claims arising during the license period shall in no event exceed the penal sum of this bond.

WITNESS OUR HANDS and seals this ____day of _____, 20____, at Davenport, Scott County, Iowa.

Witness as to Principal:

_____, Principal

BY: _____

ITS _____

Witness as to Surety:

_____, Surety

BY _____

ITS _____
