

SINGLE BOND FOR PLUMBERS

THE CITY OF SEAFORD, DELAWARE

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, That we, _____

_____ of

_____, as principal, and

_____ of _____,

as surety, are held and firmly bound unto the City of Seaford, Delaware, in the full and just sum of Five Thousand Dollars (\$5,000.00), current money of the United States of America, to be paid to the said City of Seaford, its successors and assigns, for which payment well and truly to be made and done, we bind ourselves, our heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden principal is registered with the City of Seaford as a Master Plumber and contemplates the performance of plumbing and/or drainage work in The City of Seaford, State of Delaware, during the period from _____ to _____; and

WHEREAS, in the performance of said work by the said principal, it will be necessary for the said principal, in some instances and from time to time, to cut the paving, dig holes or trenches, or otherwise disturb the streets, highway, lanes, footways, alleys, etc., in the said City of Seaford, during said period; and

WHEREAS, the said principal desires to give this bond to cover any and all of the aforesaid work which the said principal may perform in said City of Seaford, during said period instead of being obligated to give a separate bond or deposit of money in each case.

NOW, THEREFORE, THE CONDITIONING OF THIS OBLIGATION ARE SUCH, THAT IF THE SAID PRINCIPAL

- (a) Shall well and truly comply, in all respects, with each and every rule, regulation and requirements of any and all departments, sub-departments, bureaus, boards, commissions, officials and/or other agencies of the said City of Seaford, as well as any and all ordinances and laws of the City of Seaford and/or the State of Delaware, regarding and/or affecting the execution or performance of plumbing and/or drainage work and/or cutting of paving, digging holes or trenches, or in any other manner disturbing the streets, highways, lanes, footways, alleys, etc. in The City of Seaford, State of Delaware; and
- (b) Shall indemnify and save harmless the said City of Seaford, its agents and employees, against or from any and all liability, claims, suits, costs, expenses, damages injuries and/or losses to which the said City of Seaford, it's agents and employees may be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence or default upon the part of the said principal, his agents or employees, in or about the execution or performance of any and all such plumbing and/or drainage work and/or disturbance of streets, etc., as aforesaid; and
- (c) Shall indemnify and save harmless the said City of Seaford, its agents and employees, against or from any all damages, expenses, costs or losses sustained by it from any cause whatever, directly or indirectly arising out of, or during, or resulting from the execution or performance by the said principal, his agents, his employees, of any or all of said plumbing and/or drainage work and/or disturbing of streets, etc., as aforesaid; and

- (d) Shall indemnify and save harmless the said City of Seaford, its agents and employees, against or from any and all damages, expenses, costs or losses, directly or indirectly arising out of, or during, or resulting from, the restoration of, and/or the failure to restore, to their original condition, any or all streets, highways, lanes, alleys or footways involved in the execution or performance of any or all of said plumbing and/or drainage work; and
- (e) Shall promptly settle, pay and satisfy all claims, demands and suits made or instituted against the said principal by any and all tenants and/or lessees of duct space in the conduit system owned by the said City of Seaford for any and all costs, losses and damages to which any or all of them may be subjected by reason of any wrongdoing, misconduct, want of care of skill, negligence or default upon the part of the said principal, his agents and employees, in or about the execution or performance of any and all of said plumbing and/or drainage work;

Then this obligation is to be void; otherwise, it is to be and remain in full force and virtue in law.

Provided that the mention in this instrument of any specific liability on the part of said principal and/or surety shall not be construed as a limitation or restriction upon any general liability imposed upon the said principal and/or surety by this instrument.

Provided further, that this obligation may be terminated by either the principal or surety herein by notifying The City of Seaford, in writing, said termination not to become effective, however, until and after a period of thirty days has elapsed from the date of the receipt of such written notice by The City of Seaford; said termination, however, shall not in any manner affect or relieve the said principal and/or surety of any or all liabilities which have arisen or which may arise in the course of the execution or performance of any plumbing and/or drainage work as aforesaid and/or the disturbing and/or restoring of the streets, highways, lanes, footways, alleys, etc., in the said City of Seaford and which said plumbing and/or drainage work has actually begun by said principal, his agents or employees, before the expiration of the thirty day period hereinbefore mentioned.

It is further provided, that no person, firm and/or corporation other than The City of Seaford shall have any right, title or interest in, to and/or under this instrument until and after The City of Seaford shall have been fully paid and/or reimbursed for any and all costs, expenses, damages and/or losses of every kind, nature and description sustained by it or which may be sustained by it and as to which it is or may be entitled to indemnification under the terms of this instrument.

IN WITNESS WHEREOF, the said principal has hereunto set their hand and seal, and the said surety has caused these presents to be signed in its name by its _____ Attorney-in-fact _____ and its corporate seal to be hereunto affixed, duly attested by its _____ this _____ day of _____ in the Year _____.

Witness:

_____	_____ (Seal)
_____	_____ (Seal)
_____	_____ (Seal)
_____	_____ (Seal)
_____	_____ (Seal)

Witness:

_____	_____ (Seal)
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By: _____, Attorney-in-Fact

Attest: _____

Approved as meeting the requirements of Section 109.5 City Plumbing Code.

City Solicitor