City of Seward
**BUILDING INSPECTION DEPARTMENT**
Office 402-643-4000 **Ext. 3** (fax 402-643-2087)
PO Box 38, 142 N 7th St. Seward, NE 68434
edward.gonzalez@cityofsewardne.com

## Well Drillers Registration/Renewal Form 2017

Firm: _____ Address:_____

City: _____ State: _____ Zip:_____ County: _____ Phone:_____

**Email Address:** _____

Insurance Agents Name: _____ Ins.Co.:_____

Address: _____ Phone:_____

Owner: _____Fee: $25.00

Installer: _____ Fee: $ 1.00

Installer: _____ Fee: $ 1.00

Installer: _____ Fee: $ 1.00

Installer: _____ Fee: $ 1.00

Total Renewal Fees: _____

See Bond Application on Page 2

# PERFORMANCE BOND

(For pavement, etc., cutting and/or excavation)

KNOW ALL MEN BY THESE PRESENTS:

That, _____, as PRINCIPAL and _____, as SURETY(IES), hereinafter called "Surety", are held and firmly bound unto THE CITY OF SEWARD, NEBRASKA, as Obligee, hereinafter called "City", in the amount of FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00) for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal may file, from time to time, applications for, and be granted, permits by the City for certain cutting or excavation on City property in accordance with the City ordinances and resolutions adopted pursuant thereto.

NOW, THEREFORE, the condition of this obligation is that the Principal will, on each and every permit granted:

1. Cover and provide the cost of any unfinished, unskilled and inadequate work.

2. If requested by the City, properly replace and repair each and every place cut into pavement, curb, cut or sidewalk under the rules as prescribed by the Street Commissioner in as good as condition as before the same was cut.

3. Promptly compensate the City for all work done by the City in replacing or repairing any places cut in pavement, curb or sidewalk, or for any excavation made into any City property in order to place the same in as good condition as it was before the same was cut.

4. Obey the ordinances, resolutions and regulations of the City relating to said permit and application and work authorized by said permit.

5. Defend, save harmless any indemnify the City of Seward, Nebraska from any and all liability claimed, damages, judgments, costs and expenses of every nature and description caused by or growing out of the cutting or removal of any paving, curb or sidewalk or any excavation made on City property not covered by or provided for by liability or property damage insurance.

If the Principal shall promptly and faithfully perform the work for which said permit was granted, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

Whenever Principal shall be, and declared by the City to be, in default, the surety may promptly remedy the default or shall promptly:

1. Complete the work permitted in accordance with the ordinances, resolutions and regulations applicable, or

2. Obtain a bid or bids for the completion of such work as required by the ordinances, resolutions and regulations of the City and upon determination by Surety of the lowest responsible bidder, or if the City elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and City and make available, as work progresses, sufficient funds to pay the cost of completion of the work permitted and required of Principal, but not exceeding, including other costs, the damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

Any action may be maintained upon this bond by the City, or by anyone injured by breach of its conditions for a period of one (1) year after the completion of such cutting, excavation or replacement of concrete on City property, the Principal and Surety consent, although the City is sole oblige in this bond, that any such action may be maintained, and such action shall inure to the injured party and his/her or its personal representatives, heirs, beneficiaries, successors or assigns.

This bond may be canceled at any time as to future liability upon the Surety's giving at least thirty (30) days written notice to the Building and Purchasing Department, City Hall, P.O. Box 38, Seward, Nebraska, in which event, this Surety's liability shall terminate at the expiration of such notice period, except as to acts covered by this bond occurring thereto.

This bond expires April 30 20_____.

Signed and sealed this _____ day of _____, 20_____.

_____ Witness

_____ Principal

_____ Title

_____ Surety

_____ Witness

_____ Signature

_____ Title