

File No. 11210Continued.

OPINION.

LAW DEPARTMENT.

Baltimore, April 18, 1910.

Hon. Edgar Allan Poe,  
City Solicitor.

Dear Sir:-

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I have considered the letter of the Chief Engineer of the Sewerage Commission to you, dated April 15, 1910, in reference to the claim of the contractor to be reimbursed for any damages which may occur to the water and gas pipes, where such damage is not the result of any failure on the part of the contractor to perform his work in a proper manner.

Paragraph 3, on page 3 of the Specifications, places the entire responsibility for the protection of pipes, conduits and other structures upon the contractor.

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The obligation of the bond in the case of Sanitary Contract No. 44 and Sanitary Contract No. 45 is as follows:

"Now, therefore, the condition of this obligation is such, that if the above bounden David Peoples shall, in all respects, comply with the terms and conditions of said contract, and his obligation thereunder, including the Specifications therein referred to and made part thereof, and shall indemnify and save harmless the said Mayor and City Council of Baltimore against, or from, all costs, expense, damage, injury or loss to which the said Mayor and City Council of Baltimore may be subjected by reason of any wrong-doing, misconduct, want of care or skill or negligence or default on the part of the said David Peoples, his agents or employees, in or about the execution or performance of said contract, including said specifications, and shall save and keep harmless the said Mayor and City Council of Baltimore against and from all losses to it from any cause whatever, including patent infringements in the matter of the construction of lateral sanitary sewers, then this obligation to be void, otherwise to be and remain in full force and virtue in law."

An inspection of the obligation of the bond makes it clear that it was the intention not merely to provide against losses due to the negligence or wrongful act of the contractor, but against all