

\$15,000.00

SIDEWALK CONTRACTOR'S BOND

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_

doing business as \_\_\_\_\_

at \_\_\_\_\_ of \_\_\_\_\_,

as principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the CITY OF MINNEAPOLIS, a municipal corporation in the County of Hennepin and State of Minnesota, in the sum of FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) lawful money of the United State of America, for the use of said City of Minneapolis and all persons doing work or furnishing or engaging skill, tools, machinery, materials, insurance premiums, equipment or supplies under or for the purpose of the contracts hereinafter mentioned, for the payment of which sum well and truly to be made to said CITY OF MINNEAPOLIS, its successors or assigns, we bind ourselves, our successors, heirs, executors and administrators, jointly and severally, firmly by these presents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH, That whereas the above bounden principal has agreed and made certain contracts and is about to agree and to make certain other contracts, to manufacture and lay certain artificial stone sidewalks, driveways, straight curb and curbs and gutters, upon and along the public streets, avenues and highways in the City of Minneapolis for said City and for the divers persons in said City during the period of twelve months beginning with the first day of January, A. D. \_\_\_\_\_ and ending the first day of January, A. D. \_\_\_\_\_.

AND WHEREAS the said Principal has agreed and hereby does agree to manufacture and lay all said artificial sidewalks, driveways, straight curb and curbs and gutters with first class material and in good workmanlike manner and in strict accordance with the specifications therefor prepared by and on file in the office of the City Engineer of said CITY OF MINNEAPOLIS and to the satisfaction and approval of said City Engineer, and has and does hereby agree and guarantee that all said sidewalks, driveways, straight curb and curbs and gutters shall be maintained by said Principal for the period of two years after the completion of the laying of same in a good and sufficient condition and free from all defects, settlements and cracks, caused by the use of imperfect materials or workmanship, or by the proper use of such sidewalks, driveways, straight curb and curbs and gutters for the purpose intended: and said Principal has and does hereby agree to defend, indemnify and save harmless the City of Minneapolis from any and all loss and damage that may arise by reason of the negligence of said Principal, their agents or employees, while engaged in the laying or construction of said sidewalks, driveways, straight curb and curbs and gutters, or any portion thereof, or by reason of the obstruction of the public streets, or from the use of either materials or workmanship that do not meet the standards herein or said specifications of said City Engineer; and has agreed and does hereby agree to pay all just claims for all work done and all tools, machinery, skill, materials, insurance premiums, equipment and supplies furnished or engaged in and about the construction and for the purpose of said sidewalks, driveways, straight curb and curbs and gutters, and to defend, indemnify and hold harmless said City of Minneapolis from all claims or causes of action arising therefrom,

NOW THEREFORE, If the above bounden Principal shall well and truly perform said construction in accordance with all of the above conditions, and shall defend, indemnify, and hold harmless the City of Minneapolis in the manner above set forth, then this obligation to be null and void; otherwise to be and remain in full force and effect.

The principal and surety hereunder waive the filing of notice provided for in Minnesota Statutes, Section 574.31

Signed, sealed and delivered in presence of:

\_\_\_\_\_  
DBA

\_\_\_\_\_  
Principal

(2) As to principal \_\_\_\_\_  
Principal

(2) As to Surety \_\_\_\_\_  
Surety

INSTRUCTIONS:

If the principal is a partnership, the names of the partners must be stated as well as the firm or partnership name and bond should be executed by all partners and acknowledged before a notary public.

If the principal is a corporation, bond must be signed by at least two (2) executive officers of corporation, corporate seal affixed, and corporate acknowledgement completed by a notary public

**ACKNOWLEDGEMENT OF PRINCIPAL (INDIVIDUAL)**

STATE OF MINNESOTA  
SS  
County of Hennepin

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed same as his own free act and deed.

\_\_\_\_\_  
Notary Public  
Hennepin County, Minnesota  
My commission expires \_\_\_\_\_

**ACKNOWLEDGEMENT OF PRINCIPAL (PARTNERSHIP)**

STATE OF MINNESOTA  
SS  
County of Hennepin

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_ and \_\_\_\_\_ doing business as

\_\_\_\_\_ firm or partnership, to be known to be the persons described in and who executed

the foregoing instrument, and acknowledged that they executed the same as their free act and deed and the act of said partnership.

\_\_\_\_\_  
Notary Public  
Hennepin County, Minnesota  
My commission expires \_\_\_\_\_

**ACKNOWLEDGEMENT OF PRINCIPAL (CORPORATION)**

STATE OF MINNESOTA  
SS  
County of Hennepin

On this \_\_\_\_\_ day of \_\_\_\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_ and \_\_\_\_\_ to me personally

known, who being by me sworn did say that they are respectively the \_\_\_\_\_

and \_\_\_\_\_ of \_\_\_\_\_

the corporation described in and who executed the foregoing instrument; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was executed in behalf of said corporation by authority of its Board of

Directors; and said \_\_\_\_\_

and \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation,

\_\_\_\_\_  
Notary Public  
Hennepin County, Minnesota  
My commission expires \_\_\_\_\_

**ATTACH ACKNOWLEDGEMENT OF SURETY**

No.

SIDEWALK CONTRACTOR'S

BOND

NAME

ADDRESS

TEL. NO.

APPROVAL OF BOND

Approved as to form and execution.

Assistant City Attorney