

**LICENSE AND PERMIT SURETY BOND**

THE STATE OF TEXAS

KNOW ALL BY THESE PRESENTS:

COUNTY OF TRAVIS

BOND NO. \_\_\_\_\_

PRINCIPAL, \_\_\_\_\_, (check one) a \_\_\_\_\_ corporation \_\_\_\_\_ partnership \_\_\_\_\_ sole proprietorship \_\_\_\_\_ limited liability, engaged in the construction, reconstruction, alteration, removal, or repair of sidewalks, curbs, gutters, driveways, buildings and/or doing such other work that may necessitate the use of certain public rights-of-way within the City of Austin, Texas ("CITY"), AND

SURETY, \_\_\_\_\_, a solvent company authorized under the laws of the State of Texas to act as surety on bonds for principals, agree to bind ourselves, our successors and assigns, jointly and severally, unto the CITY and to all persons who may suffer injury from any work undertaken by PRINCIPAL hereunder, as OBLIGEEES, in the sum of ten thousand dollars (\$10,000.00).

PRINCIPAL and SURETY are bound to pay this amount to OBLIGEEES only if PRINCIPAL fails to fulfill the following obligations:

- a. PRINCIPAL shall indemnify and hold harmless the CITY and all other persons and entities from all claims for damages to any person or property, including all costs and expenses, arising out of PRINCIPAL's use of the right-of-way within the CITY;
- b. PRINCIPAL shall repair any damage and correct any defect to the right-of-way caused by faulty materials or workmanship or when such damage or defect is caused, directly or indirectly, by PRINCIPAL's use of the right-of-way and shall warrant such work for a period of one year following completion of same;
- c. PRINCIPAL shall construct all safeguards ordered by the CITY to protect the public against hazardous conditions at or adjacent to PRINCIPAL's work site;
- d. PRINCIPAL shall pay all fees, charges, fines, assessments or judgements levied against or incurred by PRINCIPAL which may become due to the CITY or to other persons or entities as a result of the construction activities undertaken hereunder by PRINCIPAL;
- e. PRINCIPAL, its agents and employees shall perform all work in strict compliance with all applicable laws, ordinances, resolutions, rules and regulations; and
- f. PRINCIPAL and SURETY shall not violate any of the terms of this bond

If this bond is canceled or the coverage of this bond is reduced for any reason, SURETY shall immediately deliver written notice of such to the CITY and to the Director of the Department of Public Works. The cancellation or reduction becomes effective after thirty (30) working days from the date the CITY receives the notice. Cancellation or reduction does not affect SURETY'S liability on any transaction begun before the effective date of the cancellation or reduction. In the event of cancellation or reduction, PRINCIPAL will be suspended from all rights and privileges and no permit will be issued to PRINCIPAL under the Section 14-11-161 of the City Code of Austin and no License will be issued to PRINCIPAL under Section 14-11-195 of the City Code of Austin. This suspension remains effective until the bond coverage required by the applicable code section is fully restored.

The bond will be binding upon PRINCIPAL and SURETY from the \_\_\_\_\_ day of \_\_\_\_\_, aaaa \_\_\_\_, until midnight, December 31, "\*\*\*\*\*".

Signed, sealed and executed this \_\_\_\_\_ day of \_\_\_\_\_, aaaa \_\_\_\_.

\_\_\_\_\_  
PRINCIPAL

BY: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

APPROVED: CITY OF AUSTIN

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Claims Phone Number: \_\_\_\_\_