

CITY OF MESQUITE

**SIDEWALK, CURB, GUTTER AND
DRIVEWAY APPROACH BOND**

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS

That, we, _____, as Principal, and _____, as Surety, hereby acknowledge ourselves held and firmly bound and promise to pay to the City of Mesquite, Texas, a municipal corporation, the sum of Two Thousand dollars (\$2,000.00) for the payment of which, at Mesquite, Dallas County, Texas, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The condition of this obligation is such that:

WHEREAS, the above bound Principal is engaged in the business of construction, reconstruction and repairing of sidewalks, curbs, gutters, and driveway approaches in the City of Mesquite:

NOW, THEREFORE, if the said Principal shall do all work in the construction, reconstruction, and repair of sidewalks, curbs, gutters, or driveway approaches in a good and workman like manner and shall in the construction, reconstruction and repair of sidewalks, curbs, gutters, and driveway approaches strictly comply with the specifications prescribed by the City of Mesquite and any amendment that may be made thereto and with the terms and provisions of all ordinances, resolutions and regulations of the City of Mesquite now in force or that may be hereafter passed by the City Council of the City of Mesquite governing and relating to the construction, reconstruction, and repair of sidewalks, curbs, gutters, and driveway approaches, and if the said Principal shall fully indemnify and hold harmless the City fo Mesquite from any and all cost, expense or damage, real or asserted, on account of any injury done to any person or property in the prosecution of said work and, further, that the said Principal shall, without additional cost to any person, firm, or corporation for whom any such work is done, maintain all sidewalks, curbs, gutters, and driveway approaches so constructed, reconstructed or repaired by the said Principal for a period of five (5) years from the date of such construction, reconstruction or repair, to the satisfaction of the Chief Building Official of the City of Mesquite, and that the said Principal shall reconstruct or repair such sidewalks, curbs, gutters, and driveway approaches to the satisfaction of the Chief Building Official of the City of Mesquite at any time within five years after the construction, reconstruction or repair of such sidewalks, curbs, gutters and driveway approaches, after ten (10) days notice from the Chief Building Official to reconstruct or repair the same, the opinion of the Chief Building Official of the City of Mesquite as to the necessity of such reconstruction or repair being conclusive and binding on the parties hereto, then this obligation shall become null an void. Otherwise, it shall remain if full force and effect.

This obligation shall continue as to the maintenance obligation on each job of construction, reconstruction or repair of sidewalks, curbs, gutters and driveway approaches. This obligation shall continue from date of completion of same for a period of five (5) years.

Recourse on this obligation may be had by the City of Mesquite or by any person, firm, or corporation for whom any work of construction, reconstruction, or repair of sidewalks, curbs, gutters, or driveway approaches is done by the said Principal and who may be aggrieved or injured by breach of any of the foregoing conditions, and this obligation shall be a continuing one against the Principal and Surety herein and successive recoveries may be had for successive breaches until the entire amount shall have been exhausted.

If any legal action be filed upon this bond, venue shall lie in Dallas County, Texas.

This bond expires one year from _____.

WITNESS OUR HANDS this _____ day of _____.

PRINCIPAL

SURETY

By _____
Resident Agent of Surety Address

