

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

EXPIRES: \_\_\_\_\_

GENERAL REPAIR BOND

STATE OF TEXAS  
COUNTY OF DALLAS  
CITY OF GARLAND

KNOW ALL MEN *BY THESE PRESENTS*:

**THAT** we, \_\_\_\_\_  
as Principal, and \_\_\_\_\_  
as Sureties, hereby acknowledge ourselves firmly bound and promise to pay to the City of Garland, a municipal corporation, duly created by a special act of the Legislature of the State of Texas, for any damages to existing City facilities (streets, alleys, driveways, sidewalk, water, sewer, electrical parkways) due to work being done by the Principal within the City's right-of-way or easements, may be done by said Principal, during the term of this obligation, the sum of five thousand (\$5,000.00) dollars for the payment of which at Garland, Dallas County, Texas, well and truly to be made: We bind ourselves, our heirs, executors, administrators and successors.

**WHEREAS** the above bonded Principal is engaged in work that requires that existing City facilities within the City's right-of-way or easements be removed and replaced or modified, and desires to continue so to do. Now, the conditions of the above obligation are that the said Principal shall do all work in the construction, reconstruction, or repair of any City facility that is damaged resulting from the Performance of Principal's work within the City's right-of-way or easements in a good and workmanlike manner, and that such Principal shall faithfully and strictly comply with the City of Garland's specifications and Codes in repairing said damaged facilities, and that the City of Garland shall be fully indemnified and be held harmless from any and all costs, expense or damage, whether real or asserted, on account of any injury done to any person or property in the prosecution of said work. The Principal shall, without additional cost to the City, maintain the replaced City facilities so constructed, reconstructed, or repaired to the satisfaction of the City of Garland Engineering Department for a period of one (1) year from the date of repair, and the opinion of the City Engineering Department as to the necessity of such reconstruction or repair shall be binding on the parties thereto, and for such purposes, this bond shall be binding on the parties thereto, and for such purposes be in force for one (1) year after the construction, reconstruct or repair to the City facility and after ten days notice from the City Engineering Department of the City of Garland as to the necessity of such reconstruction or repair shall be binding on the parties hereto and this bond shall for such purposes be in force for one (1) year after city facilities are constructed, reconstructed or repaired and one recovery shall not exhaust this bond, but such bond shall be a continuing obligation against the sureties thereon until the entire amount herein provided for shall have been exhausted. The City of Garland may for itself or for the use and benefit of any person injured or damaged by reason of any defective construction, reconstruction or repair of any facility by any person, firm, or corporation, maintain suit on this bond in any court having jurisdiction thereof or suit may be maintained thereon by any person, firm or corporation who shall construct, reconstruct, or repair any City facility in the City of Garland, to observe the condition of said bond.

**NOW, THEREFORE**, if the above bonded Principal shall fully comply with all the foregoing conditions in the performance of all work of construction, reconstruction or repair of City's facilities within the City's right-of-way or easements, done by the said Principal, during the term of this obligation, then this obligation shall become null and void, otherwise it shall remain in full force and effect.

**GENERAL REPAIR BOND - CITY OF GARLAND**

This bond shall continue from the date of its approval by the Director of Engineering of the City of Garland until:

\_\_\_\_\_ but the obligation under this bond shall continue for a period of one (1) year after the date of any construction, reconstruction, or repair made prior to the date specified in this paragraph.

Recourse of this obligation may be had by the City of Garland or by any person, firm or corporation for whom any work of construction, reconstruction or repair of City facilities is done by the said Principal, and who may be aggrieved or injured by a breach of any of the foregoing conditions and this obligation shall be a continuing one against the Principal and Sureties hereon and successive recoveries may be had for successive breaches until the entire amount shall have been exhausted.

WITNESS our hands this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Address of Principal

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Phone Number of Principal

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

**APPROVED:**

\_\_\_\_\_  
City Representative

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

Each bond shall be accompanied by a duly executed instrument granting the Power of Attorney to the person signing for the corporate surety.