



SIDEWALK, CURB, GUTTER OR DRIVEWAY APPROACH BOND

THE STATE OF TEXAS §
THE CITY OF RICHARDSON §

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, hereby acknowledge ourselves held and firmly bound and promise to pay to the City of Richardson, a municipal corporation the sum of **TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00)**, for the payment of which at Richardson, Dallas County, Texas, will 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 bounden Principal is engaged in the business of construction, reconstruction and repairing of sidewalks, curbs, gutters and driveway approaches in the City of Richardson and desires to continue to do so. Now, therefore, if the said Principal shall do all work in the construction, reconstruction and repair of sidewalks, curbs, gutters and driveway approaches in a good workmanlike 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 Richardson, and any amendments that may be made thereto, and with the terms and provisions of all ordinances, resolutions and regulations of the City of Richardson now in force, or that may be hereafter passed, by the City Council of the City of Richardson, 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 whole and harmless the City of Richardson from any and all costs, expense or damage, real or asserted, on account of any injury done to any person or property in the prosecution of said work; further if 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 or 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 city engineer of the City of Richardson at any time within five (5) years after the construction, reconstruction or repair of such sidewalks, curbs, gutters and driveway approaches after ten (10) days' notice from the city engineer to reconstruct or repair the same, the opinion of the city engineer of the City of Richardson as to the necessity of such reconstruction or repair being conclusive and binding on the parties hereto, then this obligation shall become null and void otherwise it shall remain in full force and effect.

This obligation shall expire on January 1, _____, but 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 Richardson 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 a breach of any of the foregoing conditions, and this obligation shall be a continuing one against the Principal and Surety hereon 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.

WITNESS our hands this the _____ day of _____, _____.

Address of Principal

Name of Principal

Business Telephone Number (Principal)

Signature of Principal

Address of Surety Company

Name of Surety Company

APPROVED AND ACCEPTED THIS THE _____ DAY OF _____, 20____.

Signature of Surety

Chief Building Official

Resident Agency of Surety

ATTACH POWER OF ATTORNEY OR SEAL FROM SURETY COMPANY