

TOWN OF ADDISON

EXCAVATION PERFORMANCE AND MAINTENANCE BOND

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS

THAT _____, as

Principal, and _____
authorized under the laws of the State of Texas to act as Surety on bonds for Principal are firmly bound unto Town of Addison, Texas, in the

penal sum of _____ Dollars (_____)
for payment whereof, said Principal and Surety bind themselves, their heirs, administration, executors, successors and assigns, jointly and severally, by these presents;

WHEREAS, the Principal has applied for an Excavation Permit under the Street Excavation Ordinance of the Town of Addison, as amended, to perform excavation work in a street, as that term may be defined in said ordinance, which ordinance and the obligations of Principal provided therein is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such, that if said Principal shall faithfully perform said obligations contained in the Street Excavation Ordinance and shall in all respect duly and faithfully observe and perform all and singularly the covenants, conditions and obligations in and by said ordinance imposed or to be performed by the Principal, and accordingly, to the true intent and meaning of said ordinance, then this obligation shall be void; otherwise to remain in full force and effect. Including within such obligations of Principal, but not limited thereto, the Principal shall indemnify the Town of Addison for all loss that the Town of Addison may sustain by reason of any defective materials or workmanship which become apparent during the period of one (1) year from and after completion and acceptance by the Town of Addison of the work covered by the permit, then and only then, shall this obligation become void as herein provided.

Surety, for value received, stipulates and agrees that no change, extension, time, alteration or addition to the work performed under such permit, or the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension, operation or addition to the scope of such work or the work to be performed thereunder.

IN WITNESS WHEREOF, said Principal and Surety have signed and sealed this instrument this the ____ day of _____, aaaaaa__.

PERMIT #: _____

ACCEPTANCE OF WORK DATE: _____

ADDRESS: _____

EXPIRATION DATE: _____

PRINCIPAL _____

SURETY _____

BY: _____

BY: _____

TITLE: _____

TITLE: _____

ADDRESS: _____

ADDRESS: _____
