CITY OF HURST
CURB, GUTTER, SIDEWALK, DRIVEWAY APPROACH STREET AND STORM SEWER BOND

Bond #:

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 held and firmly bound unto

the City of Hurst, Texas, in the penal sum of _____ Dollars

($_____), for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally by those presents as follows:

WHEREAS, the Principal has obtained and received a permit from the City to construct, reconstruct or repair sidewalks or driveway approaches in the City of Hurst at the following address: _____ in accordance with certain plans and specifications submitted to the City and in accordance with the City's codes and ordinances where are hereby referred to and made a part hereof as full hereof as full and to the same extent as if copied at length herein:

NOW, THEREFORE, the condition of this obligation is such that if all work done in the construction, reconstruction, or repair of each curb, gutter, sidewalk, driveway approach, street and storm sewer shall be done in a good and workmanlike manner and that such person shall fully, completely, faithfully and strictly comply with the terms of the City code and such ordinances, resolutions or regulations that may be passed by the City Council governing or relating to the construction, reconstruction or repair of any curbs, gutters, sidewalks, driveway approaches, streets and storm sewers, and that the City shall be fully indemnified and be held whole and harmless from any and all cost, expense or damage, whether real or asserted, on account of any injury done to any person or property in the prosecution of such work; and conditioned further that the Principal shall, without additional cost to the person for whom the work was done, maintain all curbs, gutters, sidewalks, driveway approaches, streets and storm sewers so constructed, reconstructed or repaired by the Principal for a period of two (2) years from the date of final acceptance of such construction, reconstruction or repair to the satisfaction or the Public Works Department of the City, and shall reconstruct or repair each curb, gutter, sidewalk, driveway approach, street and storm sewer to the satisfaction of the Public Works Department of the City at any time within two (2) years after the final acceptance of the construction, reconstruction or repair of such curb, gutter, sidewalk, driveway approach, street and storm sewer and after ten (10) days= notice from the Public Works Department to reconstruct or repair the same, and that the opinion of the Public Works Department as to the necessity of such reconstruction is personally binding on the parties thereto, then this obligation shall be void; otherwise, to remain in full force and effect;

Provided, however, this bond shall be in full force and effect for two (2) years after the final acceptance of any curbs, gutters, sidewalks, driveway approaches, street and storm sewers which are constructed, reconstructed or repaired and one recovery shall not exhaust the bond, but such bond shall be a continuing obligation against both Principal and Surety until the entire amount therein provided for shall have been exhausted. In case the bond shall be decreased on account of any recovery which may be obtained arising out of the violation of any condition of same, the City Council shall require, upon notice to it or such fact, an additional bond to be given in accordance with this section in an amount sufficient, when added to the non-exhausted section in an amount sufficient, when added to the non-exhausted amount of the original bond, to be at all times equal to the original cost of the construction, reconstruction or repair.

It is specifically provided that the City 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 curb, gutter, sidewalk, driveway approach, street and storm sewer by any person, maintain suit on this bond in any court having jurisdiction thereof or suit may be maintained thereon by any person injured or damaged by reason of the failure of any person who shall construct, reconstruct or repair any curb, gutter, sidewalk, driveway approach, street and storm sewer in the City to observe the conditions of such bond.

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ___ day of _____, 20 ___.

PRINCIPAL:

Company

By: _____
Signature

Print Name & Title

Address

City, State, Zip

( )
Phone Number

SURETY:

Company

By: _____
Signature

Print Name & Title

Address

City, State, Zip

( )
Phone Number

The name and address of the resident agent of Surety is:

Company

BY: _____
Signature

Address

City, State, Zip

( )
Phone Number

(Blanket Bond for compliance with Section 26-61(e), Section 12-14(5), Section 21-35(e) and Section 26-10 of the