SIDEWALK, DRIVEWAY, CURB AND GUTTER BUILDERS BOND
BOND PERIOD: LESS THAN ONE YEAR

THE STATE OF TEXAS)
)
COUNTY OF HARRIS)

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____

_____

AS PRINCIPAL, AND _____

AS SURETY, DO HEREBY ACKNOWLEDGE OURSELVES TO BE HELD AND FIRMLY BOUND UNTO THE CITY OF HOUSTON, A MUNICIPAL CORPORATION PRINCIPALLY LOCATED IN HARRIS COUNTY, TEXAS, IN THE SUM OF TWO THOUSAND ($2,000.00) DOLLARS FOR THE PAYMENT OF WHICH SUM TO THE SAID CITY OF HOUSTON AND ITS SUCCESSORS, WELL AND TRULY TO BE MADE, WE BIND OURSELVES, OUR HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS AND LEGAL REPRESENTATIVES, JOINTLY AND SEVERALLY.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, THE SAID PRINCIPAL HAS APPLIED FOR A PERMIT TO ENGAGE IN THE BUSINESS OF CONSTRUCTING SIDEWALKS, DRIVEWAYS, CURBS AND GUTTERS IN THE CITY OF HOUSTON UNDER THE PROVISION OF SECTION 9017 OF THE BUILDING CODE OF THE CITY OF HOUSTON FOR A PERIOD OF LESS THAN ONE YEAR **BEGINNING**:

_____, _____ AND **ENDING**

APRIL 1, _____.

NOW, THEREFORE, IF THE SAID PRINCIPAL SHALL COMPLY WITH ALL OF THE ORDINANCES OF THE CITY OF HOUSTON PERTAINING TO THE CONSTRUCTION, RECONSTRUCTION, REPAIR OR REGRADING OF SIDEWALK, DRIVEWAYS, CULVERT PIPES, CURB AND GUTTERS AND ALL RULES AND REGULATIONS ESTABLISHED UNDER THE AUTHORITY OF SUCH ORDINANCES, AND SHALL PERFORM ALL SUCH WORK DONE BY HIM OR UNDER HIS CONTROL IN A WORKMANLIKE MANNER IN CONFORMANCE WITH SAID ORDINANCES AND TO THE LINE AND GRADE AS ESTABLISHED BY THE CITY ENGINEER OF THE CITY OF HOUSTON, AND SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF HOUSTON AND ALL OTHER PERSONS AGAINST ALL ACCIDENTS AND DAMAGES CAUSED BY HIS NEGLIGENCE IN PROTECTING HIS WORK, OR ANY DEFECTIVE OR UNSKILLED WORK DONE BY HIM OR HIS EMPLOYEES, THEN THIS OBLIGATION SHALL BE VOID, OTHERWISE THIS BOND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE END OF THE PERIOD SET OUT ABOVE; PROVIDED, THAT SUCH TERMINATION SHALL NOT DISCHARGE NOR RELEASE THE PRINCIPAL OBLIGOR AND THE SURETY HEREIN FROM THE PAYMENT OF CLAIMS AND THE LIABILITY THEREFORE BASED UPON BREACH OF THE CONDITIONS OF THIS BOND OCCURRING PRIOR TO THE TERMINATION HEREOF.

THIS BOND AND ALL OBLIGATIONS CREATED HEREUNDER SHALL BE PERFORMABLE IN HARRIS COUNTY, TEXAS.

IN TESTIMONY WHEREOF, WITNESS OUR HANDS AT HOUSTON, TEXAS THIS _____ DAY OF _____, _____.

ATTEST:

_____

CORPORATE SECRETARY
(IF PRINCIPAL IS A CORPORATION)

_____

CONTRACTOR'S ADDRESS
NAME: (TYPE OR PRINT NAME)

_____

CONTRACTOR'S TELEPHONE NUMBER

APPROVED:

_____

ACCEPTED:

_____

ASSISTANT DIRECTOR
PUBLIC WORKS DEPARTMENT

PRINCIPAL'S SIGNATURE:

_____

_____

(TYPE OR PRINT NAME OF PRINCIPAL)

BY: _____

TITLE: _____

SURETY:

_____

BY:

_____

ATTORNEY IN FACT

RETURN TO LINDA TARVER/CITY OF HOUSTON
P.O. BOX 61167
HOUSTON, TEXAS 77208-1167

PW&E 093 Rev. 3/01

SAMPLE
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