

CITY OF DALLAS PAVING BOND FORM

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DALLAS §

THAT WE, _____, A _____ (HEREINAFTER CALLED "PRINCIPAL"), AND _____, A _____ CORPORATION FULLY AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF TEXAS (HEREINAFTER CALLED "SURETY"), HEREBY ACKNOWLEDGE OURSELVES HELD AND FIRMLY BOUND AND PROMISE TO PAY TO THE CITY OF DALLAS, A MUNICIPAL CORPORATION (HEREINAFTER CALLED THE "CITY"), THE PENAL SUM OF **TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00)** IN LAWFUL MONEY OF THE UNITED STATES, TO BE PAID IN DALLAS COUNTY, TEXAS FOR THE PAYMENT OF WHICH SUM WELL AND TRULY TO BE MADE, WE BIND OURSELVES, OUR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS JOINTLY AND SEVERALLY, FIRMLY BY THESE PRESENTS.

THE OBLIGATION TO PAY SAME IS CONDITIONED AS FOLLOWS:

WHEREAS, PRINCIPAL IS ENGAGED IN THE BUSINESS OF CONSTRUCTION, RECONSTRUCTION, AND REPAIR OF SIDEWALKS, CURBS, GUTTERS, AND DRIVEWAY APPROACHES IN THE CITY AND DESIRES TO CONTINUE SO TO DO.

NOW THEREFORE, IF PRINCIPAL SHALL: (1) PERFORM ALL OF THE CONTRACTED CONSTRUCTION, RECONSTRUCTION, OR REPAIR OF THE SIDEWALKS, CURBS, GUTTERS OR DRIVEWAY APPROACHES IT ENGAGES IN WITHIN THE CITY AS IS REQUIRED UNDER APPLICABLE CITY ORDINANCES, SPECIFICATIONS, AND REGULATIONS IN A GOOD, WORKMANLIKE MANNER FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP; AND (2) IN THE CONSTRUCTION, RECONSTRUCTION, OR REPAIR OF SIDEWALKS, CURBS, GUTTERS, OR DRIVEWAY APPROACHES, STRICTLY COMPLY WITH THE SPECIFICATIONS AND DETAILS PRESCRIBED BY THE CITY, ALONG WITH ANY AMENDMENTS THAT MAY BE MADE TO THE SPECIFICATIONS AND DETAILS, AND WITH THE TERMS AND PROVISIONS OF ALL ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY NOW IN FORCE, OR THAT MAY BE HEREAFTER PASSED BY THE CITY COUNCIL OF THE CITY GOVERNING AND RELATING TO THE CONSTRUCTION, RECONSTRUCTION AND REPAIR OF SIDEWALKS, CURBS, GUTTERS, OR DRIVEWAY APPROACHES; AND (3) FULLY DEFEND AND INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, EMPLOYEES, AND AGENTS, WHOLE AND HARMLESS FROM ANY AND ALL COSTS, EXPENSE, OR DAMAGE, REAL OR ASSERTED, ON ACCOUNT OF ANY INJURY DONE TO ANY PERSONS OR PROPERTY IN THE PROSECUTION OF SAID WORK; AND (4) FURTHER, MAINTAIN TO THE SATISFACTION OF THE DIRECTOR OF PUBLIC WORKS AND TRANSPORTATION OF THE CITY, WITHOUT ADDITIONAL COST TO ANY PERSON, FIRM, OR CORPORATION FOR WHOM SUCH WORK IS DONE, THE SIDEWALKS, CURBS, GUTTERS, OR DRIVEWAY APPROACHES CONSTRUCTED, RECONSTRUCTED OR REPAIRED BY PRINCIPAL FOR A PERIOD OF FIVE (5) YEARS AFTER THE DATE OF COMPLETION OF SUCH CONSTRUCTION, RECONSTRUCTION, OR REPAIR, THE NECESSITY FOR SUCH CONSTRUCTION, RECONSTRUCTION, OR REPAIR BEING CONCLUSIVE AND BINDING ON THE PARTIES THERETO, THEN THIS OBLIGATION SHALL BECOME NULL AND VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT.

PROVIDED FURTHER, THIS OBLIGATION SHALL EXPIRE AT THE CLOSE OF THE CITY'S BUSINESS DAY ON DECEMBER 31, 2009 BUT AS TO THE MAINTENANCE OBLIGATION ON EACH CONSTRUCTION, RECONSTRUCTION, OR REPAIR OF ANY SIDEWALK, CURB, GUTTER OR DRIVEWAY APPROACH, THIS OBLIGATION SHALL CONTINUE FROM THE DATE OF COMPLETION OF SAME FOR A PERIOD OF FIVE (5) YEARS; RECOURSE UNDER THIS OBLIGATION MAY BE HAD BY THE CITY 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 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 PRINCIPAL AND SURETY UNDER THIS BOND. SUCCESSIVE RECOVERIES MAY BE HAD FOR SUCCESSIVE BREACHES, UNTIL THE ENTIRE PENAL SUM SHALL HAVE BEEN EXHAUSTED.

PROVIDED FURTHER, IF ANY LEGAL ACTION MUST BE FILED AGAINST OR UNDER THIS BOND, EXCLUSIVE VENUE SHALL LIE IN DALLAS COUNTY, TEXAS.

AND PROVIDED FURTHER, THAT SURETY, FOR VALUE RECEIVED, HEREBY STIPULATES AND AGREES THAT NO CHANGE, EXTENSION OF TIME, ALTERATION OR ADDITION TO THE TERMS OF ANY CONTRACT UNDER WHICH PRINCIPAL PERFORMS THE CONSTRUCTION, RECONSTRUCTION, OR REPAIR OF ANY SIDEWALK, CURB, GUTTER, OR DRIVEWAY APPROACH OR THE CITY SPECIFICATIONS OR DETAILS TO WHICH THE WORK IS SUBJECT UNDER THIS BOND SHALL IN ANYWISE AFFECT ITS OBLIGATION ON THIS BOND , AND IT DOES HEREBY WAIVE NOTICE OF ANY SUCH CHANGE, EXTENSION OF TIME, ALTERATION OR ADDITION.

THE UNDERSIGNED AND DESIGNATED AGENT IS HEREBY DESIGNATED BY THE SURETY HEREIN AS THE RESIDENT AGENT IN DALLAS COUNTY TO WHOM ANY REQUISITE NOTICES MAY BE DELIVERED AND ON WHOM SERVICE OF PROCESS MAY BE HAD IN MATTERS ARISING OUT SUCH SURETYSHIP, AS PROVIDED BY ARTICLE 7.19-1 OF THE INSURANCE CODE, VERNON'S ANNOTATED CIVIL STATUTES OF THE STATE OF TEXAS.

EXECUTED THIS THE _____ DAY OF _____ A.D. 20_____.

ATTEST:

PRINCIPAL:

Secretary

By _____
President

ATTEST:

SURETY:

By _____

By _____
Attorney-in-Fact

THE RESIDENT AGENT OF THE SURETY IN DALLAS COUNTY, TEXAS, FOR DELIVERY OF NOTICE AND SERVICE OF PROCESS IS:

NAME: _____

STREET ADDRESS: _____

(NOTE: IF RESIDENT AGENT IS NOT A CORPORATION, GIVE A **PERSON'S** NAME.)

CONTRACTOR # _____

EXPIRES _____

APPROVED _____