

CONCRETE BOND

Bond # _____

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS

That we, _____, as Principal, and _____, as Surety, hereby acknowledge ourselves held and firmly bound and promise to pay the Town of Highland Park, Texas, a municipal corporation, the sum of

TWO THOUSAND AND NO/100 (\$2,000.00) DOLLARS

for payment of which at the Town of Highland Park, Dallas County, Texas, well 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, driveways, curbs, gutters, and alleys in the Town of Highland Park, Texas and desires to continue so to do. Now therefore, if the said Principal shall do all work in the construction, reconstruction and repairing of sidewalks, driveways, curbs, gutters, and alleys in a good workmanlike manner and shall in the construction, reconstruction and repairing of sidewalks, driveways, curbs, gutters, and alleys, strictly comply with the specifications prescribed by the Town of Highland Park, Texas, and any amendments that may be made hereto, and with the terms and provisions of all ordinances, resolutions and regulations of the Town of Highland Park, Texas, now in force, or that may be hereafter passed, by the Town Council of the Town of Highland Park, Texas governing and relating to the construction, reconstruction and repairing of sidewalks, driveways, curbs, gutters, and alleys, and if the said Principal shall fully indemnify and hold harmless the Town of Highland Park, Texas, 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, driveways, curbs, gutters, and alleys so constructed, reconstructed or repaired by the said Principal for a period of five (5) years from the date of such construction, reconstruction and repair, to the satisfaction of the Town Administrator of the Town of Highland Park, Texas, and if the said Principal shall reconstruct or repair such sidewalks, driveways, curbs, gutters, and alleys to the satisfaction of the Town Administrator of the Town of Highland Park, Texas, at any time within five (5) years after the construction, reconstruction or repair of such sidewalks, driveways, curbs, gutters, and alleys after ten (10) days' notice from the Town Administrator to reconstruct or repair the same, the opinion of the Town Administrator of the Town of Highland Park, Texas, 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, 20__**, but as to the maintenance obligation on each job of construction, reconstruction, or repair of sidewalks, driveways, curbs, gutters, and alleys, this obligation shall continue from the date of completion of same for a period of five (5) years.

Recourse on this obligation may be had by the Town of Highland Park, Texas, or by any person, firm or corporation for whom any work of construction, reconstruction or repair of sidewalks, driveways, curbs, gutters, and alleys is done by the said Principal, and whom 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 _____, A. D., 20__.

Address (Principal)

Principal

By: _____
Authorized Representative

Address (Surety)

Surety

By: _____
Authorized Representative

APPROVED AND ACCEPTED THIS THE

_____ day of _____,

Resident Agent of Surety:

A. D. 20_____.

Insurance Agency

BUILDING OFFICIAL

Address

- **The Town requires the Surety's Corporate Seal on both the bond form and the Power-of-Attorney.**