



**City of Waco**

**CEMENT CONTRACTOR'S BOND**

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MCLENNAN §

That we, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, acknowledge ourselves obligated and bound to pay, jointly and severally to the City of Waco, the penal sum of Five Thousand and No/100 (\$5,000.00) Dollars, conditioned that the above bound Principal, desiring to obtain a permit or permits for construction of sidewalks, gutters, curbs, driveways, and other concrete work on public property in the City of Waco, Texas, shall perform all work done in the construction, reconstruction or repair of any sidewalk, curb or gutter or other concrete work on public property in a good and workmanlike manner and that said principal shall faithfully and strictly comply in all things to the requirements in the specifications as set out in the general and special ordinances of the City of Waco governing the construction of said sidewalks, curb or gutter or other concrete work on public property and any other resolutions or regulations that may be passed by the governing body governing or relating to the construction, reconstruction or repair of sidewalks, curbs, and gutters or other concrete work on public property and the City of Waco shall be fully indemnified and be held harmless from any and all costs, expense or damage, whether real or asserted, on account of any injury done to any person or property in the prosecution of said work or that may arise out of or be occasioned by the performance of said work. This bond is conditioned further that the said principal, without additional cost to the person for whom the work is done, maintain all sidewalks, curbs, and gutters or other concrete work on public property so constructed, reconstructed or repaired by said principal for a period of twelve (12) months from date of such construction, reconstruction or repair to the satisfaction of the City Engineer of the City of Waco and shall reconstruct or repair such sidewalk, curb and gutter or other concrete work on public property to the satisfaction of the City Engineer of the City of Waco at any time within twelve (12) months after the construction, reconstruction or repair of such sidewalk, curb, gutter or other concrete work on public property and after thirty (30) days notice from the City Engineer of the City of Waco to reconstruct or repair the same. The opinion of the City Engineer of the City of Waco as to the necessity for such reconstruction or repair shall be binding upon the parties hereto and this bond shall be for such purpose in force for twelve (12) months after the construction, reconstruction, or repair of such sidewalk, curb, gutter or other concrete work on public property.

This bond is further conditioned that if the City Engineer or his authorized representative orders the said contractor to make repairs or replacements of any sidewalk, curb or gutter or other concrete work on public property and the contractor fails to repair or replace same or to make an attempt to do so within thirty (30) days after written notice, the City Engineer shall have the authority to accept bids from three bonded cement contractors, awarding the work to the lowest bidder and upon the completion of said work and its acceptance by the City Engineer the Surety on this bond shall be held liable for the payment of the cost of said replacement or repairs and the opinion of the City Engineer of the City of Waco as to the necessity of such replacement or repairs shall be binding upon the parties hereto.

This bond is further conditioned that in case this bond shall ever be decreased on account of any recovery which may be obtained arising out of the violation of any condition of the same, the governing body of the City of Waco may require an additional bond to be given by the said Principal in an amount sufficient when added to the unexhausted amount of the original bond to be at all times equal to the sum of Five Thousand and No/100 (\$5,000.00) Dollars.

This bond is further conditioned that the City of Waco 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 sidewalk, curb, gutter or other concrete work on public property by the said principal, maintain suit on said 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 said principal to observe the condition of this bond.

This bond is further conditioned that if the said principal shall fail to properly clean up the site of any concrete work, the City Engineer may take such steps as are necessary to have said site cleaned and the Surety on this bond shall be liable for the payment of the cost of said cleaning.

It is further expressly agreed and understood that a single recovery shall not terminate this obligation nor determine the same and that jurisdiction by reason of liability upon this bond is hereby agreed and laid in McLennan County, Texas, and all amounts that may become due hereunder are payable in Waco, McLennan County, Texas.

It is understood and agreed that this bond shall be continuous in form. It is further understood and agreed that if the Surety shall so elect, this bond may be cancelled by giving thirty (30) days notice in writing to the City Secretary, of Waco, Texas. Such cancellation shall be effective only as to work commenced after the expiration of the said thirty (30) day notice period.

Witness our hand at Waco, Texas, this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Principal's Address

\_\_\_\_\_  
Principal's Printed Name

\_\_\_\_\_  
Principal's Phone Number

\_\_\_\_\_  
Principal's Title

Bonding Company Bond No. \_\_\_\_\_

\_\_\_\_\_  
Surety Name

\_\_\_\_\_  
Surety Address

By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Surety Telephone Number

The Foregoing Bond is in due form according to law on this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Jennifer Richie  
City Attorney

\_\_\_\_\_  
Amy Burlarley-Hyland  
Engineering Division Manager

(City Seal)

\_\_\_\_\_  
Esmeralda Hudson  
City Secretary

**Note: Please attach a Power of Attorney to the original copy, which is to be returned to the City Secretary's Office. (The Power of Attorney and the original copy should have the same date.)**

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