



EXPIRES: _____

SIDEWALK AND APPROACH BOND

STATE OF TEXAS
COUNTY OF COLLIN
CITY OF SACHSE

KNOW ALL MEN BY THESE PRESENTS:

THAT we, _____ as Principal, and _____ as Sureties, hereby acknowledge ourselves firmly bound and promise to pay to the City of Sachse, a municipal corporation, duly created by a special act of Legislature of the State of Texas, and to any person for whom work or construction, reconstruction, or repair of sidewalks or approaches, as that term is defines in Ordinance 1005, may be done by said principal, during the term of this obligation, the sum of Two Thousand (\$2,000) Dollars, for the payment of which Sachse, Collin County, Texas, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors.

WHEREAS, the above bonded Principal is engaged in the business of construction, reconstruction and repairing of a sidewalk(s) or Approach (s) as the term is defined in Ordinance 1005 in the City of Sachse and desires to continue to do so. Now, the conditions of the above obligations are that the said Principal shall do all work in the construction, reconstruction or repair of any sidewalk or approach in a good and workman-like manner, and that such Principal shall faithfully and strictly comply with the specifications and with the terms of the City Code and such ordinances, resolutions or regulations that may be passed by the governing body, governing and relating to the construction, reconstruction, or repair of sidewalks or approaches, and that the City of Sachse shall be fully indemnified and be held whole and 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. The Principal shall, without additional cost to the person for whom the work was done, maintain all sidewalks or approaches so constructed, reconstructed or repaired by said person, firms or corporation for a period of two (2) years from the date of such construction, reconstruction or repair to the satisfaction of the City of Sachse Engineering Department and shall reconstruct or repair the same, and the opinion of the City Engineer Department of the City of Sachse as to the necessity of such purposes, this bond will be in force for two (2) years after the construction, reconstruction or repair of such sidewalk or approach and after ten (10) days notice from the City Engineering Department to reconstruct or repair the same. The opinion of the City Engineering Department of the City of Sachse as to the necessity of such reconstruction or repair shall be binding on the parties hereto and this bond shall for such purposes be in force for two (2) years after any sidewalk or approach is constructed, reconstructed or repaired and one recovery shall not exhaust this bond, but such bond shall be a continuing obligation against the sureties thereon until the entire amount therein provided for shall have been exhausted. The City of Sachse 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 or approach by any person, firm or corporation, 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, firm or corporation, who shall construct,

reconstruct or repair any sidewalk or approach in the City of Sachse, to observe the condition of said bond.

NOW THEREFORE, if the above bonded Principal shall fully comply with all the foregoing conditions in the performance of all work of construction, reconstruction or repair of sidewalk or approach as defined in Ordinance Number 1005, by the said Principal, during the term of obligation, then this obligation, this obligation shall become null and void, otherwise it shall remain in full force and effect.

This bond shall continue from the date of its approval by the City Engineer of the City of Sachse until:

_____, but the obligation under this bond shall continue for a period of two (2) years after the date of any construction, reconstruction or repair made prior to the date specified in this paragraph.

Recourse of this obligation may be had by the City of Sachse or by any person, firm or corporation for whom any work of construction, reconstruction or repair of sidewalks or approaches is done by the said 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 the Principal and Sureties hereon and successive recoveries may be had for successive breaches until the entire amount shall have been exhausted.

WITNESS our hands this the _____ day of _____ / _____

Address of Principal

APPROVED:

By _____

By _____

Each bond shall be accompanied by a duly executed instrument granting the power of attorney to the person signing for the Corporate Surety.