

CITY OF NORTH RICHLAND HILLS, TEXAS

CONTRACTOR'S MAINTENANCE BOND

STATE OF _____ §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF _____ §

That _____ as principal, and _____,
(Name of Contractor) (Name of Surety)

a corporation organized under the laws of _____ as Sureties do hereby expressly acknowledge themselves to be held and bound to pay unto the CITY OF NORTH RICHLAND HILLS, TEXAS, a municipal corporation, the sum of _____

TWENTY (20%) PERCENT OF TOTAL CONTRACT PRICE

Dollars (\$_____) for payment of which sum will truly be made unto said CITY OF NORTH RICHLAND HILLS, TEXAS, and its successors, said principal and sureties do hereby bind themselves, their assigns and successors jointly and severally.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with _____ dated the _____ day of _____, A.D. 20____, a copy of which is hereto attached and made apart hereof for the installation **of water, sewage and/or storm drainage** systems of the CITY OF NORTH RICHLAND HILLS to serve the _____ Addition, Block(s) _____, Lot(s) _____, to the City of North Richland Hills and,

WHEREAS, said Contract was entered into pursuant to the requirements of the City of North Richland Hills and,

WHEREAS, in said Contract, Contractor binds itself to use of materials and methods of construction such that improvements will be initially complete free of perceptible defects and will remain in good repair and condition and free of perceptible defects for and during the period of TWO (2) YEARS after the date of acceptance of the completed improvements by the City; and,

WHEREAS, said Contract binds itself to construct said improvements in such manner and obtain inspection approvals in proper sequence as are required to obtain acceptance by the City and to repair or reconstruct the said improvements in whole or in part at any time within said TWO (2) YEARS period to such extent as the City deems necessary to properly correct all defects except those which have been caused by circumstances and conditions occurring after the time of construction over which the Contractor had no control which are other than those arising from defect of construction by the Contractor; and,

WHEREAS, after acceptance of the improvements by the City, said Contractor binds itself, upon receiving notice from the City of the need therefore to repair or reconstruct said improvements and if the Contractor fails to make the necessary corrections the City of North Richland Hills may do and have done all said corrective work and shall have recovery hereon for all expenses thereby incurred.

NOW THEREFORE, if said Contractor shall keep and perform its said agreement to maintain, repair or reconstruct said improvements for a period of TWO (2) YEARS, as provided, then these presents shall be null and void, and have no further effect. Otherwise, this Bond shall be and remain in full force and effect, said City shall have and recover from the said Contractor and its Surety damages in the premises as prescribed by said Contract. This obligation shall be a continuing one and successive recoveries may be had hereon for successive breaches until the full amount hereof is exhausted.

IN WITNESS WHEREOF, the said _____ HAS CAUSED
(Name of Contractor)
THESE PRESENTS TO BE EXECUTED BY _____ and the
(Contractors Authorized Signer)
said _____ has caused these presents to be executed by its
(Surety)
_____ has hereunto set his hand this the _____ day
(Attorney-in-Fact) or (Official)
of _____, A.D., 20__.

SURETY

By: _____

Title _____

Address _____

Phone _____

PRINCIPAL

By: _____

Title _____

Address _____

Phone _____

The name and address of the Resident Agent of Surety is:

_____ Phone _____