

BOND IN CONNECTION WITH PERMIT TO DO  
WORK IN A STREET OF THE CITY OF HOUSTON

THE STATE OF TEXAS }

COUNTY OF HARRIS }

THAT We, \_\_\_\_\_, as Principal, hereinafter called "Permittee" and the other subscriber hereto as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Houston, a municipal corporation, in the sum of \_\_\_\_\_

for the payment of which sum, well and truly to be made to the City of Houston, and its successors, the Permittee and Surety do bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the said Permittee has upon application therefor been issued (subject to the filing of this bond) by the Director of Public Works and Engineering of the City of Houston a permit to do the following work within the following existing and travelled streets of and in the City of Houston, such work to be done as set out in full in such permit and in the application therefor and in the plans and specifications therein referred to, all of which are made a part of this instrument as fully and completely as if set out in full herein: -

NOW, THEREFOR, if such work is done and performed in strict and full accordance with the terms and provisions of such application and permit and in strict accordance with the plans and specifications therefor and, in case any of such work is not done in accordance therewith or any materials not in accordance therewith are used in the process of the work, if such default and failure is promptly remedied and any defective material or work torn out and removed or replaced with material and by workmanship in accordance with the terms of the application, permit and plans and specifications without cost or expense to the City of Houston or payment made to the City of the reasonable cost and expense incurred by the City either in tearing out and removing the defective work entirely and restoring the street to its original state or in replacing the same with work in accordance with the permit or in completing and perfecting any work imperfectly or incompletely done, should the Principal herein fail within a reasonable time after demand upon him by the City to so replace any defective work or materials; and if the undersigned Principal and Surety or either of them fully indemnify and save harmless the City of Houston and its officers from any and all demand, liability or claim no matter by whom asserted, arising from or in any manner incident to the doing of any work pursuant to or under color of such permit or the construction of any of the paving or other street work authorized thereby, then this obligation shall be null and void but otherwise shall remain in full force and effect.

Provided, however, the liability of the Principal and Surety on this bond does not include liability to indemnify against causes of action asserted by persons arising from the grade or location of the pavement or other structure built in the street, or from defects or alleged defects therein occurring or existing after the date of the certificate of acceptance of the work herein referred to.

The undersigned Principal or Permittee (but not the Surety herein) further covenants that if the work be not completed within the required number of days after the commencement thereof as stated in the application for the work, he, the said Principal or Permittee (but not the Surety) will be liable to the City on account of and for such delay at the rate of \$25.00 per day for each day that the completion of the work be delayed beyond the time allowed therefor in the permit, to-wit: the number of days stated as the probable performance time in the application for such permit. The Permittee and Surety both agree that within the general scope and spirit of the work covered by such permit, the City's Director of Public Works and Engineering may without notice to or consent of the undersigned Surety, permit changes in the actual plans and specifications therefor, without in any way affecting the liability either of the Principal or Surety.

IN TESTIMONY of all of which this instrument has been executed on the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_ by the above named Permittee as Principal and by the other signer hereto as Surety acting through its Attorney in Fact hereunto duly authorized and here signing for it.

Attest:  
\_\_\_\_\_  
Secretary (Seal if Permittee is a corporation)

By: \_\_\_\_\_

Approved and accepted:  
\_\_\_\_\_  
Director of Public Works and Engineering

\_\_\_\_\_  
Surety

INSTRUCTIONS:- This bond must be executed by the Permittee as Principal. If the Permittee is a corporation, it must be executed by its President or a Vice-President with attest under its corporate seal by its Secretary or an Assistant Secretary. If the Permittee is a partnership, this bond must be executed by one of the partners. It must also be executed by one corporate Surety having the same qualifications as those provided for corporate sureties upon performance bonds taken by the City in connection with its construction contracts as provided generally in Section 5 of the City's General Conditions Form E-10 as generally made a part of the City's Specifications for Construction Contracts. This bond must be accompanied by properly authenticated Power of Attorney evidencing the authority of the issuing agent or attorney to execute the bond for the Bonding Company.