

STORM WATER QUALITY STRUCTURAL CONTROL BOND

Bond No. \_\_\_\_\_

THE STATE OF TEXAS           §

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF HARRIS       §

**THAT WE** \_\_\_\_\_, hereinafter called the Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, licensed to do business in the State of Texas and admitted to write bonds as surety, hereinafter called the Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Houston, a municipal corporation, in the full sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) for the payment of which sum, well and truly to be made to the City of Houston and its successors, the Principal and the Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:**

**WHEREAS**, Principal has applied for and been issued a Storm Water Quality Permit by the City of Houston, No. \_\_\_\_\_, dated \_\_\_\_\_, in reliance on drawings and specifications prepared by \_\_\_\_\_ of \_\_\_\_\_, which permit, drawings and specifications are by reference made a part hereof and which are hereinafter referred to as the Permit.

**WHEREAS**, the Principal and Surety, in consideration of the City of Houston issuing a Storm Water Quality Permit to the Principal, are willing to furnish to the City of Houston a bond to guarantee the performance of the Principal's obligations to install storm water quality structural controls in accordance with the Permit requirements.

**NOW THEREFORE**, if the Principal shall faithfully and strictly perform the work required by the Permit in accordance with the plans, specifications and Permit documents, then these obligations shall be null and void; otherwise to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the City of Houston or its representatives from the exercise of any diligence whatsoever in securing compliance on the part of the Principal with the terms of the Permit, and the Surety hereby waives any notice to it of any default or delay by the Principal in the performance of the Permit obligations and agrees that it, the Surety, shall be bound to take notice of

and shall be held to have knowledge of all acts or omissions of the Principal in all matters pertaining to the installation of the water quality structural controls required by the Permit.

It is further expressly agreed and understood that the Principal and Surety will fully indemnify and save harmless the City of Houston from any liability, loss, cost, expense, or damage arising out of or in connection with the installation of the water quality structural controls by the Principal under the Permit.

Such bond shall remain in full force and effect until one year after the date of the City's initial inspection that confirms that the water quality structural controls covered by the bond have been properly installed.

The Surety will notify the City Engineer in writing 30 days prior to a cancellation, non-renewal or material change in the bond.

**IN WITNESS THEREOF**, the Principal and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Powers of Attorney.

ATTEST, SEAL: (if a corporation)

\_\_\_\_\_

Permit Holder

WITNESS: (if not a corporation)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST, SEAL: (if a corporation)

\_\_\_\_\_

Surety

WITNESS: (if not a corporation)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE FOREGOING BOND IS ACCEPTED ON  
BEHALF OF CITY OF HOUSTON, TEXAS:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_