

**TOWN OF ADDISON**

**EXCAVATION PERFORMANCE AND MAINTENANCE BOND**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

KNOW ALL MEN BY THESE PRESENTS

THAT \_\_\_\_\_, as

Principal, and \_\_\_\_\_  
authorized under the laws of the State of Texas to act as Surety on bonds for Principal are firmly bound unto Town of Addison, Texas, in the  
penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
for payment whereof, said Principal and Surety bind themselves, their heirs, administration, executors, successors and assigns, jointly and  
severally, by these presents;

WHEREAS, the Principal has applied for an Excavation Permit under the Street Excavation Ordinance of the Town of Addison, as  
amended, to perform excavation work in a street, as that term may be defined in said ordinance, which ordinance and the obligations of  
Principal provided therein is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such, that if said Principal shall faithfully perform said obligations  
contained in the Street Excavation Ordinance and shall in all respect duly and faithfully observe and perform all and singularly the covenants,  
conditions and obligations in and by said ordinance imposed or to be performed by the Principal, and accordingly, to the true intent and  
meaning of said ordinance, then this obligation shall be void; otherwise to remain in full force and effect. Including within such obligations  
of Principal, but not limited thereto, the Principal shall indemnify the Town of Addison for all loss that the Town of Addison may sustain by  
reason of any defective materials or workmanship which become apparent during the period of one (1) year from and after completion and  
acceptance by the Town of Addison of the work covered by the permit, then and only then, shall this obligation become void as herein  
provided.

Surety, for value received, stipulates and agrees that no change, extension, time, alteration or addition to the work performed under  
such permit, or the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in any way affect its  
obligation on this bond, and it does hereby waive notice of any change, extension, operation or addition to the scope of such work or the work  
to be performed thereunder.

IN WITNESS WHEREOF, said Principal and Surety have signed and sealed this instrument this the \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

**PERMIT #:** \_\_\_\_\_

**ACCEPTANCE OF WORK DATE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**EXPIRATION DATE:** \_\_\_\_\_

\_\_\_\_\_  
**PRINCIPAL**

\_\_\_\_\_  
**SURETY**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_