

Maintenance Bond (General)

Date: _____

Bond No. _____

Penal Sum: \$ _____

Subdivision: _____

Obligee:

City of Georgetown
Chief Financial Officer
808 Martin Luther King Jr. St.
Georgetown, Texas 78626

Principal/ Subdivider:

Surety:

KNOW BY ALL MEN THESE PRESENTS:

That, _____ (“Principal”) as Principal, and _____ (“Surety”) as Surety, are held and firmly bound unto the City of Georgetown, Texas (“Obligee”) as Obligee, in the amount of _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal and Obligee entered into a Public Improvements Construction Agreement providing for the design and construction of certain public improvements (“Public Improvements”). A copy of the Public Improvements Construction Agreement is attached and incorporated by reference; and

WHEREAS, Principal has designed and constructed the Public Improvements and the Public Improvements have been accepted by Obligee; and

WHEREAS, Owner/Developer is required to furnish a written guarantee that the Public Improvements will be free of defects in workmanship and materials for a period of two years from the date of acceptance; and

WHEREAS, this Bond is issued pursuant to the Public Improvements Construction Agreement in the amount of ten percent (10%) of the total construction costs for the Public Improvements.

NOW, THEREFORE, the condition of this obligation is such that:

1. If the Principal corrects all defects in materials or workmanship, and keeps the Public Improvements free of defects in workmanship and materials for a period of two years from and after the date of acceptance of the Public Improvements by Obligee, then the above obligation to be void; otherwise to remain in full force and effect.

2. If the Principal shall be declared by Obligee to be in default of its maintenance obligations under the Public Improvements Construction Agreement Surety shall, within thirty (30) days following written notice of default and request for performance from Obligee:
 - (a) Notify Obligee in writing of its election to correct all defects and workmanship in the Public Improvements in accordance with the Public Improvements Construction Agreement and shall commence and complete construction, re-construction, replacement, repair or maintenance of the Public Improvements as required by the Public Improvements Construction Agreement; or
 - (b) Notify Obligee in writing that Surety elects not to complete, re-construct, replace, repair, or maintain the Public Improvements. If the Surety fails to give such written notice, then it will be deemed to have elected not to complete, re-construct, replace, repair, or maintain the Public Improvements. In either event, Surety shall be obligated to pay Obligee for all loss, cost and expense which the Obligee incurs to correct all defects and workmanship in the Public Improvements in accordance with the Public Improvements Construction Agreement.

3. In the event that Surety elects to proceed under 2(a) above, the contractor selected by Surety to perform such work shall be approved by Obligee, which approval shall not be unreasonably withheld.

4. The Surety, for value received, stipulates and agrees that no amendment or modification to the Public Improvements Construction Agreement, including but not limited to extensions of time, shall in any way affect Surety's obligation on this Bond, and Surety does hereby waive notice of any such amendment or modification.

IN WITNESS WHEREOF, the Principal and Surety sign and seal this instrument this _____ day of _____, 20_____.

[PRINCIPAL]

By: _____

Name: _____

Title: _____

[SURETY]

By: _____

Name: _____

Title: _____

Resident Agent of Surety:

By: _____

Name: _____

Address: _____

Phone: _____

Email: _____