Planning & Inspections Department

BLANKET BUILDING & CONSTRUCTION BOND

BOND #_____

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____, as Principal, and _____, a Corporation authorized to do business under the laws of the State of Texas with its principal office in the City of _____, as Surety, are held and firmly bound unto the City of El Paso, Texas in the Sum of **FIFTY THOUSAND AND NO/100 DOLLARS** ($50,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, we bind ourselves, our executors, administrators, our successors, and assigns firmly by these presents.

SIGNED, SEALED AND DATED THIS _____DAY OF _____, _____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that, whereas the Principal is engaged or intends to engage in the business of contracting or subcontracting for the erection, alteration, repair, removal, demolition, use and occupancy of buildings, or construction of buildings, structures, and systems, or the installation and maintenance of Electrical, Gas, Mechanical, Plumbing, Irrigation or Fire systems, as provided in Chapter 18.02 of the El Paso City Code, or is engaged in or intends to engage in the business of cutting, excavating or drilling of monitoring wells in city right-of-way or on city owned property as provided in Chapter 13.08 of the El Paso City Code, or is engaged or intends to engage in any business within the city right-of-way which impedes or limits the general public from traversing the right-of-way as provided in Chapter 12.30 of the El Paso City Code.

NOW THEREFORE, if the Principal and its agents, employees, and subcontractors shall comply with all provisions, rules and regulations of the El Paso City Code which have been or may be hereafter established by the City of El Paso, and shall pay any damages which are sustained by the City or by the person for whom the work is done which are caused by failure of the Principal, its agents, employees, or subcontractors to comply with Titles 9, 12, 13, or 18 of the El Paso City Code, and shall indemnify the City against all claims arising out of such failure to comply, then this obligation shall be void, otherwise to remain in full force and effect. Provided, however, that any suit against this bond or the Principal shall be filed within one year after completion of the work in connection with which the violation occurred.

Provided further, that regardless of the number of claims which may be made against this bond in any one annual license period, the aggregate liability of the Surety for any and all claims, suits or actions under this bond in any one annual license period shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative within any one annual license period.

IT IS FURTHER UNDERSTOOD AND AGREED that the Surety may at any time terminate its liability by giving thirty days written notice to the Building Official, El Paso, Texas, and the Surety shall not be liable for any loss after the expiration of thirty days except for losses occurring while this bond is in full force and effect.

THIS BOND is to remain in force and to be binding for a period commencing on the _____ day of _____, _____, and ending on the _____ day of _____, _____.

PRINCIPAL'S NAME: _____ _____, Principal

ADDRESS & PHONE #: _____

CITY, STATE, AND ZIP CODE: _____ _____

By: Name and Title

SURETY COMPANY: _____ _____, Surety

SURETY AGENT: _____

SURETY TELEPHONE: _____

SEAL

Attorney-In-Fact

By: Name and Title

Bond Ability