

# CITY OF MIDLAND CONTRACTORS BOND

## KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are held and firmly bond unto the City of Midland, a municipal corporation in Midland County, Texas, and to any other third person owner who may be injured, in the sum of ten thousand dollars (\$10,000.00) for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. Should all other Code requirements be met, the filing of this bond with the City shall entitle the Principal to engage in the construction, erection, alteration, or repair of all buildings and structures, residential, commercial, institutional or industrial, to receive early clearance permits, and permits for construction of sidewalk, curbs, ramps, and driveways in the public right-of-way.

The conditions of this bond are as follows:

1. Should the Principal be issued a building permit by the City, the Principal shall construct the structure so permitted according to and otherwise conforming to all of the applicable Codes of the City of Midland. Those Codes are found or adopted in Title IV, Chapter 1, of the City Code of the City of Midland.
2. Should the Principal be issued an early clearance permit from the City, the Principal shall comply with all terms of the permit pursuant to Title IV, Chapter 1, Section 8 of the City Code, the Building Code as adopted in Title IV, Chapter 1, Section 2 of the City Code, and the Residential Code as adopted in Title IV, Chapter 11, Section 2 of the City Code.
3. Should the Principal be issued a permit for the construction of a sidewalk, driveway, or curb in the public right-of-way, the Principal shall construct the same in accordance with all applicable Codes of the City. The permitted construction shall be of such a nature to withstand the ordinary wear and tear of traffic without deteriorating for a term of two (2) years from the completion thereof. **THE CITY OF MIDLAND SHALL BE SAVED FULLY HARMLESS FOR ALL LOSSES, DAMAGES, CLAIMS, OR JUDGMENTS ARISING OUT OF THE FAULTY CONSTRUCTION OR THE FAILURE OF THE PRINCIPAL OR HIS AGENTS TO GUARD AND LIGHT PROPERLY ALL OBJECTS AND OBSTRUCTIONS THAT MAY BE MADE OR PLACED IN THE STREET OR WHERE THE WORK IS TO BE CONSTRUCTED, REPAIRED, OR MOVED DURING THE TIME SUCH WORK IS BEING DONE OR IN CONNECTION WITH THE CONSTRUCTION.** Upon ten (10) days notice from the City within two (2) years after the construction of such permitted matter, the Principal shall repair and replace any portion thereof found to be defective at no cost to the facility owner or the City of Midland. Liability of the Surety under this Paragraph shall be limited to \$1,000.00.

4. The Principal shall at any time prior to final clearance of any permitted construction replace and repair any faulty workmanship or workmanship not in compliance with the applicable City Codes upon demand of the City of Midland Building Official. **THE PRINCIPAL SHALL FURTHER INDEMNIFY AND SAVE HARMLESS THE CITY OF MIDLAND FROM ALL LOSSES, DAMAGES, CLAIMS OR JUDGMENTS WHICH MAY ACCRUE IN ANY WAY CONNECTED WITH OR RELATING TO THE WORK PERFORMED BY THE PRINCIPAL PURSUANT TO SUCH PERMITS OR IN ANY WAY UNDER ITS SUPERVISION OR DIRECTION.**
  
5. This bond is not for the benefit of the City of Midland, except by indemnifying the City from all damages, claims, or judgments connected to the work performed under this bond. This bond shall inure to the benefit of any future third-party owner who contracts with the Principal. In the event that the Principal fails to perform all work in compliance with all City of Midland building related codes, the Surety named herein shall be liable for all losses, damages, claims or judgments, up to the full amount of this bond.
  
6. This bond shall be effective from the execution date below and continuing for a period of two (2) years. The Surety may cancel its obligations pursuant to this bond upon giving thirty (30) days notice to the Building Official of the City of Midland. Said notice shall not be effective until confirmed by a written statement by the Building Official acknowledging the cancellation, or in the event the cancellation is sent by certified mail, return receipt requested, by a signed and dated return receipt. However, such cancellation shall only be effective as to obligations of the Principal pursuant to permits issued after the effective date of the cancellation by the Surety. Should the Principal be issued any permit for construction of sidewalks, curbs, or driveways in the public rights-of-way prior to the cancellation of this bond, the obligations of both Principal and Surety pursuant to this bond shall continue for at least two (2) years thereafter as described in paragraph 3 above, regardless of any cancellation by the Surety.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety (attach power of attorney)

APPROVED AS TO FORM:

(Surety's Seal)

\_\_\_\_\_  
City Attorney (or designee)

# INTEGRITY SURETY BOND APPLICATION

AGENCY NAME: \_\_\_\_\_ AGENCY CONTACT \_\_\_\_\_  
 AGENCY PHONE: \_\_\_\_\_ AGENCY FAX: \_\_\_\_\_ E-MAIL: \_\_\_\_\_  
 AGENCY ADDRESS: \_\_\_\_\_  
(Street) (City) (State) (Zip)

**CURRENT OR EXPIRING QUOTE WE ARE LOOKING TO BEAT?** \_\_\_\_\_

**NAME OF PREVIOUS SURETY COMPANY WRITING THE BOND?** \_\_\_\_\_

**SECTION I: BOND APPLIED FOR:**

TYPE OF BOND: \_\_\_\_\_ EFF.DATE: \_\_\_\_\_ EXP.DATE: \_\_\_\_\_  
 TYPE OF COMPANY CORP  LLC  DBA  PARTNERSHIP  AMOUNT: \_\_\_\_\_  
 OBLIGEE: \_\_\_\_\_  
 OBLIGEE ADDRESS: \_\_\_\_\_  
(Street) (City) (State) (Zip)

**SECTION II: GENERAL INFORMATION**

APPLICANT'S NAME: \_\_\_\_\_ SPOUSE NAME \_\_\_\_\_  
 SS#: \_\_\_\_\_ SPOUSE SS# \_\_\_\_\_ HOME PHONE: \_\_\_\_\_  
 RESIDENTIAL ADDRESS: \_\_\_\_\_  
(Street) (City) (State) (Zip)  
 BUSINESS NAME: \_\_\_\_\_  
 BUSINESS PHONE: \_\_\_\_\_ BUSINESS FAX: \_\_\_\_\_ Client E-mail \_\_\_\_\_  
 BUSINESS ADDRESS: \_\_\_\_\_  
(Street) (City) (State) (Zip)  
 DATE BUSINESS BEGAN UNDER CURRENT NAME: \_\_\_\_\_ BUSINESS TAX ID: \_\_\_\_\_  
 HAS ANY COMPANY REFUSED TO ISSUE BONDS FOR ANY PURPOSE? YES  NO  DO YOU HAVE ANY LIENS, CLAIMS, OR JUDGEMENTS AGAINST YOU? YES  NO   
 HAS APPLICANT EVER FAILED IN BUSINESS? YES  NO  HAS APPLICANT EVER FILED BANKRUPTCY? YES  NO

**IF YES TO ANY, PLEASE EXPLAIN ON A SEPERATE SHEET OF PAPER:**

**SECTION III: ADDITIONAL OWNERS / PARTNERS**

APPLICANT'S NAME: \_\_\_\_\_ SPOUSE NAME \_\_\_\_\_  
 SS#: \_\_\_\_\_ SPOUSE SS# \_\_\_\_\_ HOME PHONE: \_\_\_\_\_  
 RESIDENTIAL ADDRESS: \_\_\_\_\_  
(Street) (City) (State) (Zip)

**STATEMENT OF ASSETS & LIABILITIES AS OF \_\_\_\_\_**

ASSETS		LIABILITIES	
CASH IN BANK	\$	NOTES PAYABLE TO BANKS	\$
CASH ON HAND	\$	NOTES PAYABLE TO OTHERS	\$
STOCKS & BONDS	\$	ACCOUNTS PAYABLE	\$
ACCOUNTS RECEIVABLE	\$	FEDERAL & STATE INCOME TAX DUE	\$
NOTES RECEIVABLE	\$	ALL OTHER TAXES	\$
INVENTORY	\$	ACCRUALS, PAYROLLS, ETC.	\$
CASH VALUE OF LIFE INSURANCE	\$	DUE ON EQUIPMENT	\$
EQUIPMENT	\$	DUE ON REAL ESTATE	\$
REAL ESTATE	\$	OTHER LIABILITIES	\$
OTHER ASSETS	\$	CAPITAL STOCK (IF A CORPORATION)	\$
		SURPLUS & UNDIVIDED PROFITS	\$
<b>TOTAL ASSETS</b>	<b>\$</b>	<b>TOTAL LIABILITIES</b>	<b>\$</b>
		<b>NET WORTH</b>	<b>\$</b>
<b>NAME OF OWNERS</b>	<b>NAME &amp; TITLE OF OFFICERS</b>	<b>PERCENTAGE OF OWNERSHIP</b>	

Completion of this form constitutes permission to obtain consumer information which will be used to determine bonding eligibility This information will be held in the strictest confidence no premium financing will be accepted as premium is earned in full.

**Integrity Bonds Inc**

**Toll Free: (866) 420-2613**

**Local (480) 626-8916**

**E-Mail [info@integritybonds.com](mailto:info@integritybonds.com)**

**Fax: (602) 674-8235**