

**SURETY PERFORMANCE BOND**

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

THAT WE, (**contractor name**) as Principal and (**insurance company name**), a corporation duly incorporated under the laws of the State of (**state**) and authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the **City of Texas City, Texas** as Obligee, in the penal sum of **Seventy-five Thousand and 00/100 (\$75,000.00) Dollars**, for the payment of which we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

WHEREAS, the Principal has obtained or is about to obtain a **Pipeline Permit for (describe the work in detail)**

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, THAT IF THE Principle shall faithfully repair any and all damages done to any street, alley or sidewalk and to replace the same in as good condition as it was prior to such digging and excavations, and to observe and comply with all ordinances of the City in doing such digging and excavation, then this obligation shall be null and void; otherwise to remain in full force and effect.

This bond shall become effective on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

PROVIDED, that regardless of the number of years this bond is in force, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the penal sum listed above.

PROVIDED FURTHER, that the Surety may terminate its liability hereunder as to future acts of the Principal at any time by giving thirty (30) days written notice of such termination to the Obligee.

PROVIDED FURTHER that the Power of Attorney/Certificate of Obligation is attached hereto as **EXHIBIT "A"**.

SIGNED, SEALED AND DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**[principal]**

By: \_\_\_\_\_

**[insurance company]**

By: \_\_\_\_\_

**EXHIBIT "A"**  
**POWER OF ATTORNEY/CERTIFICATE OF OBLIGATION**