

STATE OF TEXAS}

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SMITH}

That we, _____, of Smith County, Texas, as principal and _____ of _____, as sureties, are hereby held and firmly bound, jointly and severally, unto the City of Tyler, Texas, in the sum of **FIVE THOUSAND AND NO/100 (\$5,000) DOLLARS** to be paid to said City for its use, and also for the use of all persons who may be entitled to recover thereon by reason of amendment of Sec. 26-36 of an Ordinance of the City of Tyler relating to the construction of sidewalks, curbs and gutters, driveways and alley pavements passed by the City Council of the City of Tyler on September 3, 1982, for which payment in full, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

The condition of this obligation is such that the above bounded, _____ has applied for and been licensed as a contractor for the construction of sidewalks, curbs and gutters, driveways and alley pavements in the City of Tyler, Texas, by said City of Tyler, Texas, and has been required to give a bond in accordance with the terms and provisions of the above mentioned ordinance, which is hereby referred to and made a part hereof for all purposes as fully as if written herein.

NOW, THEREFORE, the condition of this obligation is such that if the above bounded, _____, shall fully and faithfully, at his own cost and expense, furnish all proper materials, tools and appliances, and perform, execute, construct and complete all work undertaken by him as a contractor under such ordinance, and observe and comply with the specifications, requirements and provisions contained or provided for in the above or any other ordinances of the City of Tyler, Texas in effect when such work is undertaken by such contractor, then the above obligation shall be void, otherwise it shall remain in full force and effect, and said City or any contracting property owner injured on account of the non-performance of any such contract may sue and recover damages on such bond. **This bond shall continue in effect for and during a maintenance period of two years after all work constructed or commenced** in good faith on the ground during the period of the license in connection with which this bond is given.

This Bond in full force and effect until _____.

IN TESTIMONY WHEREOF, this Contract is signed this the _____ day of _____, A.D., _____

Principal

_____ aaaaaaaa _____
Sureties

