



CITY OF SUFFOLK

442 W. Washington Street, 2nd Floor, Suffolk, VA 23434

Phone: (757) 514-7606 Fax (757) 514-7620

WORK WITHIN THE RIGHT OF WAY SURETY

BE KNOWN THAT WE _____ as Principal,
and _____ a

corporation duly incorporated under the Laws of the State of _____, as Surety, are held and firmly bound unto the City of Suffolk in the full and just sum of _____ U. S. Dollars (\$ _____), to be paid to the said City of Suffolk to the payment whereof we hereby bind ourselves and our heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents, sealed and dated this _____ day of _____.

WHEREAS, The said Principal hereunder has been or will be granted permit(s) authorizing one or more of the following activities; (A) to cut surface of the roadways of the City of Suffolk, or to tunnel under such roadways; (B) to install and/or erect and maintain telephone, electric power lines, water, sewer, gas or other utilities on, under or over such roadways, bridges or tunnels;(C) to install an entrance or tie-in into a public roadway and/or grading upon the Right -of- way; or (D) for the following purposes: Explain below exact purpose(s) for which surety coverage is being obtained.

THEREFORE, The conditions of this obligation are such that if the said Principal shall in all respects comply with the terms and conditions of said permit(s), and fully meet and perform obligations thereunder in accordance with requirements for permits as set forth in the Code of the City of Suffolk in effect at time of permit issuance, and shall satisfactorily complete the work permitted, and shall indemnify and save harmless the City of Suffolk against and from all loss, cost, expense damage or injury to roadways and bridges and to persons and property lawfully on such roadways directly caused by any act or omission on the part of the Principal, then this obligation shall be void, otherwise to be and remain in full force and effect.

NOW THEREFORE, it is expressly understood that this Bond may be cancelled by the Surety at the expiration of sixty (60) days from the date which the Surety shall have lodged with the City manager or his designees written notice to so cancel. This provision, however, shall not operate to relieve, release, or discharge the Surety from any liability already accrued, or which shall accrue, based upon permits issued before the expiration of the sixty (60) day period. **Bonds securing performance on specified active permit(s) may be cancelled only upon satisfactory completion of the work permitted, as determined by the Public Works Department.** NOTE: Continuous Bonds cannot be cancelled unless facilities insured by the bond have been removed from the Right-of-Way, or the Principal has arranged for replacement surety protection. **ALL permit work covered under section (B) above shall be covered by a bond at all times.**

Said principal and surety, being properly authorized, have caused these presents to be executed and their seals affixed the day and year first above written.

*** POWER OF ATTORNEY AUTHORIZATION TO BE ATTACHED**

Affidavit and Acknowledgement of Surety

Surety Name: _____

Bond Number: _____
Address _____
City _____ State _____ ZIP _____
Contact Person _____
Phone Number _____
Signature _____
Attorney-in-Fact Name _____

**Attorney-in-Fact
(Seal)**

STATE OF _____ COUNTY/TOWN/CITY OF _____

I, the undersigned, a Notary Public in and for the County/Town/City aforesaid, in the State aforesaid do certify that _____ (Attorney in fact name) personally appeared before me and made oath that he is _____ (Title) of the _____ (Name of Surety), that he is duly authorized to execute the foregoing bond by virtue of a certain power of attorney of said company; that said power of attorney has not been revoked; that the company has complied with all the requirements of law regulating the admission of such companies to transact business in the State of Virginia; that the company holds the certificate of the Commissioner of Insurance authorizing it to do business in the State of Virginia; that it has a paid-up cash capital of not less than \$250,000; that the paid-up capital plus the surplus and undivided profits of the company is \$ _____; that the penalty of the foregoing bond is not in excess of ten percentum of said sum; that the company is not by said bond incurring in the aggregate, on behalf or on account of the principal names in said bond, a liability for an amount larger than one-tenth of its paid-up capital, plus its surplus and undivided profits; that the company is solvent and fully able to meet promptly all its obligations, and the said _____ (Attorney in fact name) thereupon, in the name and on behalf of the company, acknowledged the foregoing writing as its act and deed.

Given under my hand this _____ day of _____, year _____.

My Commission expires: _____

Notary Public

Acknowledgement of Principal

Principal Name: _____

Tax ID # or DMV ID # _____
Address _____
City _____ State _____ ZIP _____
Contact Person _____
Phone Number _____
Signature _____
Printed name _____

STATE OF _____ COUNTY /TOWN/CITY OF _____

I, the undersigned, a Notary Public in and for the County / Town / City aforesaid, in the State aforesaid, do certify that, _____ whose name as Principal is signed to the foregoing writing bearing date on the _____ day of _____, year _____, personally appeared before me and acknowledged the same.

Given under my hand this _____ day of _____, year _____.

My Commission expires: _____

Notary Public

Original to be filed with the Public Works Department Engineering Division, City of Suffolk
Request for Surety Bond Cancellation may be addressed to:

City of Suffolk
Public Works Department
Engineering Division
442 W. Washington Street
Suffolk, VA 23434