



## Department of Public Works Surety Bond

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 Norfolk, Department of Public Works, 810 Union Street, Norfolk, VA 23510 in the full and just sum of U. S. Dollars (\$ \_\_\_\_\_), to be paid to the said City of Norfolk, Department of Public Works to the payment whereof we hereby bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

**WHEREAS**, The said Principal hereunder has been or will be granted permit(s) for address(es) \_\_\_\_\_ (authorizing one or more of the following activities; A) to install and construct public utility infrastructure including, but not limited to; roadway, sidewalk, curbing, gutter, ADA ramps, storm water and water and sewer infrastructure, street lighting in accordance with approved Site Plan number \_\_\_\_\_ and/or Permit number \_\_\_\_\_ (B) to cut surface of the streets of the City of Norfolk, or to tunnel under such streets in accordance with approved Permit number \_\_\_\_\_; (C) to install and/or erect and maintain telephone, cable TV, electric power lines, water, sewer, gas or other utilities on, under or over such streets, bridges or other public right of way in accordance with approved Permit number \_\_\_\_\_ ;(D) to install a driveway or tie-in into a public roadway and/or grading upon the Right-of- way in accordance with approved Permit number \_\_\_\_\_ ; to install storm water facilities, mitigation, and/or drainage on private property or right of way (E) with approved Permit number \_\_\_\_\_ or (F) 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 there under in accordance with the permit requirements as set forth in the Right of Way Excavation & Restoration Manual dated July 1, 2002 as amended, in effect at time of issuing permit, and shall satisfactorily complete the work permitted, and shall indemnify and save harmless the City of Norfolk against and from all loss, cost, expense damage or injury to streets, bridges, public right of way and to persons and property lawfully on such streets, growing out of the granting of such permit(s) to said Principal, then this obligation be void, otherwise to be and remain in full force and virtue.

**NOW, THEREFORE: Bonds securing performance on specified active permit(s) may be canceled only upon satisfactory completion of permitted work, as determined by the Department of Public Works.** NOTE: Continuous Bond cannot be canceled unless facilities covered by the permit have been removed from the right-of-way, or the principal has arranged for replacement surety protection. **ALL permit work covered under section (C) above shall be covered by a bond at all times.**

Original, sealed bond to be filed with the City of Norfolk, Department of Public Works. Request for Public Works Surety bond cancellation or bond release/reduction may be addressed to:

City of Norfolk - Public Works  
Right of Way Management Division  
810 Union Street, Development Services Center  
Norfolk, Virginia 23510

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.

Surety Name \_\_\_\_\_  
Surety Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Surety Contact Person \_\_\_\_\_  
Phone Number (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Bond Number \_\_\_\_\_  
SSN or Tax IDN \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Surety Signature \_\_\_\_\_  
Principal name \_\_\_\_\_  
Principal Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Principal Contact Person \_\_\_\_\_  
Phone Number (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Attorney-in-Fact Name \_\_\_\_\_  
Principal Signature \_\_\_\_\_

**Attorney-In-Fact \* POWER OF ATTORNEY AUTHORIZATION TO BE ATTACHED**  
(Seal)

**Acknowledgement of Principal**

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 \_\_\_\_\_ 20\_\_\_\_, personally appeared before me and acknowledged the same.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**Affidavit and Acknowledgement of Surety**

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 said 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 said 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 said company is \$\_\_\_\_\_ ; that the penalty of the foregoing bond is not in excess of ten per centum of said sum; that the said 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 said 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 said company, acknowledged the foregoing writing as its act and deed.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
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