

RIGHT OF WAY PERMIT
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

hereinafter called the CONTRACTOR and _____

hereinafter called the "Surety" are held and firmly bound unto the CITY OF WILLIAMSBURG hereinafter called the "CITY" in the sum of _____ DOLLARS (\$ _____), for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns for the faithful performance of a certain written Permit, numbered _____ and dated the ____ day of _____ 20__, issued to CONTRACTOR by the CITY OF WILLIAMSBURG, a copy of which said Permit is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the CONTRACTOR shall faithfully perform the terms and conditions of the Permit in all respects on his part, and shall fully pay all obligations incurred in connection with the performance of such Permit on account of labor and materials used in connection therewith, and all such other obligations of every form, nature, and character, and shall save harmless the CITY from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Permit or other such liability resulting from negligence or otherwise on the part of such CONTRACTOR, and further save harmless the CITY from all costs of damage which may be suffered by reason of the failure to fully and completely perform said Permit, and shall fully reimburse and repay the CITY for all expenditures of every kind, character and description which may be incurred by the CITY in making good any and every default which may exist on the part of the CONTRACTOR in connection with the performance of said Permit; and further, that the CONTRACTOR shall pay all lawful claims of all persons, firms, partnerships or corporations for all labor performed and materials furnished in connection with the performance of the Permit, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct right of action against the CONTRACTOR and Surety under this obligation; and provided, however, that no suit, action or proceeding by reason of any default whatever shall

PER-1

be brought on this Bond after one year from the date on which the Final Inspection of the permitted Work is performed by the City; and provided further that if any alterations or additions which may be made under the Permit or in the Work to be done under it, or the giving by the CITY of any extension of time for the performance of the Work authorized by the Permit or any other forbearance on the part of either the CITY or the CONTRACTOR, shall not, in any way, release the CONTRACTOR and Surety, or either of them shall not in any way release the administrators, successors or assigns from their liability hereunder. Notice to the Surety of any such alterations, extensions or forbearance being expressly waived.

This obligation shall remain in full force and effect under the performance of all covenants, terms and conditions herein stipulated; and after such performance, it shall become null and void.

IN TESTIMONY WHEREOF witness the hands and seals of the parties hereto on this ___ day of _____ 20__.

Executed in two counterparts.

WITNESS:

By: _____

WITNESS:

By: _____

Countersigned:

Resident Virginia Agent

PER-2