



City of Mobile
Right of Way Performance Bond
Major & Minor Projects – Non-Franchisee

Bond Number: _____
Effective Date: _____
Permit Number: _____
Project Address: _____

STATE OF ALABAMA
MOBILE COUNTY

KNOW ALL MEN BY THESE PRESENTS: That we _____
As Principal, and _____ as Surety, are held and firmly bound
unto the CITY OF MOBILE, ALABAMA, in the penal sum of _____ for the payment of which well
and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals, this _____ day of _____
20____.

PROVIDED, HOWEVER, that this obligation is conditioned upon the above bound principal person, namely,
_____, as applicant for the right of way permit number and
project address shown above, performing all work, work maintenance, street work area restoration and maintenance in
accordance with the terms and conditions of the permit issued by the Engineering Department of the City of Mobile, and
complying with all of the laws and ordinances of the City of Mobile applicable to such permit and the work to be
performed, all of said obligations being referred to hereafter as "the Permit Work".

NOW, THEREFORE _____ as such applicant shall faithfully
and promptly perform the Permit Work and all the conditions and requirements thereof, and continue to maintain all
work within the CITY OF MOBILE right of way for a period of two years. After the two year period if the requirements of
the permit have been met this obligation shall be null and void and of no effect; otherwise to remain and be in full force
and effect. Upon any work performed pursuant to the bond, the two year period begins from the date of the acceptance
of the work performed pursuant to the bond.

PROVIDED, further, that upon the failure of _____, as
such applicant, to promptly and efficiently prosecute said Permit Work, in any respect, In accordance with the permit,
the above bound _____ as Surety, shall take charge of said
Permit Work, and complete the Permit Work at their own expense. Said Surety may, if it so elects, by written direction
given to the CITY OF MOBILE, City Engineer, authorize the City Engineer to complete or cause to be completed the said
Permit Work at the expense of said Surety, and such Surety hereby agrees and binds surety to pay the cost and expense
of the completion of such Permit Work.

In the event said Principal shall fail or delay the prosecution and completion of said Permit Work and said Surety
shall also fail to act promptly as hereinbefore provided, then said City Engineer may cause ten days notice of such
failure, either to said Principal or Surety, and at the expiration of said ten days, if said Principal or Surety do not proceed
promptly to complete the Permit Work provided therein, the CITY OF MOBILE, ALABAMA shall have the authority to
cause said Permit Work to be done and accomplished, and when the same is completed and the cost thereof
determined, the said Principal and Surety shall and hereby agree to pay any and all cost of said Permit Work.



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The said Principal and Surety further agree as part of this obligation to pay all such damages of any kind to person or property that may result from a failure in any respect to perform and complete said Permit Work.

The decision of the City Engineer of the CITY OF MOBILE, ALABAMA upon any question connected with the execution of the Permit Work, by said Principal or Surety, shall be final and conclusive.

WITNESS our hands and seals, this ____ day of _____ 20 ____.

PRINCIPAL:

Signature of Applicant Official

Printed Name of Officer Signing

Title of Applicant Official

Legal Name of Applicant (Company) as Principal

Legal Address of Applicant

ATTESTATION:

Signature of Attesting Individual

Printed Name of Attesting Individual Signing

Title of Attesting Individual

SURETY:

(Affix Seal)

Name of Surety

By: _____
Attorney in Fact - for Surety

ALABAMA RESIDENT AGENT COUNTERSIGNATURE:

Signature of Resident Agent

Printed Name of Resident Agent

Legal Name of Resident Agent Company

Legal Address of Resident Agent Company

(A copy of the Power of Attorney properly executed by the Company authorizing the Agent signing above to bind the Company as Surety on this Bond must be attached hereto. Said Power of Attorney must be dated so as to correspond with the execution date of the bond)



Additional Contact Information

Principal

Company Name:	
Address:	
Telephone Number:	
Fax Number:	
Email Address:	

Surety

Company Name:	
Address:	
Telephone Number:	
Fax Number:	
Email Address:	

Alabama Resident Agent

Company Name:	
Address:	
Telephone Number:	
Fax Number:	
Email Address:	