



# Running Surety Bond (For Utility Permits)

WHEREAS, it will be necessary, from time to time, for the \_\_\_\_\_  
\_\_\_\_\_ (hereinafter the "Obligor") to locate utility facilities on and  
to perform work on State highway rights-of-way within the City/County (strike one) of  
\_\_\_\_\_, Tennessee, after applying for and being  
granted an Application and Use and Occupancy Agreement with the Department of  
Transportation of the State of Tennessee for each such installation and,

WHEREAS, in consideration of the entering into Application and Utility Use and  
Occupancy Agreements by the Department of Transportation of the State of  
Tennessee, \_\_\_\_\_, agrees to insure to the said  
Department that it will repair or replace any portion of pavement, shoulders, bridges or  
any other part of any highway which may be damaged as a result of the work  
hereinbefore referred to,

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That we \_\_\_\_\_, PRINCIPAL, and  
\_\_\_\_\_ as SURETY, are held and firmly bound unto the  
DEPARTMENT OF TRANSPORTATION of the State of Tennessee to perform any work  
within City/County (strike one) of \_\_\_\_\_, Tennessee,  
permitted in any Application and Utility Use and Occupancy Agreement between  
\_\_\_\_\_ and the Department of Transportation of the State of  
Tennessee, applied for and granted after the \_\_\_\_\_ day of \_\_\_\_\_,  
in the manner prescribed in each of said respective agreements and to replace or repair  
any portion of pavement, shoulders, bridges or any other part of the highway described  
in said respective agreements which may be damaged as a result of the work  
hereinbefore referred to, We do hereby agree to repair or replace any damaged  
portions of said highways in accordance with Standard Specifications for Road and  
Bridge Construction of the Department of Transportation of the State of Tennessee. In  
the event such repairs or replacements are not made in a manner satisfactory to the  
Department of Transportation of the State of Tennessee, we hereby agree to reimburse  
said Department of Transportation for the cost of such repairs.

We do bind ourselves in the sum of \_\_\_\_\_ until proper  
release is received from the Department of Transportation of the State of Tennessee for

each installation for which an Application and Utility Use and Occupancy Agreement was entered into between \_\_\_\_\_ and said Department from the date last above written until termination of this Bond as provided for hereinafter. It is expressly understood and agreed that the above sum represents the total aggregate liability under this Bond on all work performed under Agreements issued as foresaid but not properly released by said Department.

This Bond may be terminated by the SURETY following the giving of written notice of intention to terminate by certified mail to the State Utilities Engineer, Department of Transportation of the State of Tennessee, 600 James K. Polk Building, Nashville Tennessee, 37219, and said termination will become effective thirty (30) days after receipt of said notice. Proper termination notice notwithstanding, PRINCIPAL and SURETY will remain bound to the State of Tennessee under the terms hereinabove set out for the performance of any projects, with City/County (strike one) of \_\_\_\_\_ Tennessee, for which Application and Utility Use and Occupancy Agreements were entered into between the date last above written and said date of termination, until proper release is received from the Department of Transportation of the State of Tennessee for said projects.

NOW THEREFORE, the PRINCIPAL AND SURETY assume all obligations and liabilities as set forth above.

Signed, sealed and dated this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Surety Company Bond No. \_\_\_\_\_

Mailing address of Surety Company \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name and Address of Agency Writing Bond \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PRINCIPAL

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

SURETY

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**A copy of the Power of Attorney properly executed by the Company authorizing the Agent signing the above to bind the company as Surety on this Bond must be attached hereto.**