

**CITY OF ROANOKE, VIRGINIA**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED,

\_\_\_\_\_, as Principal,  
and \_\_\_\_\_, as Surety,  
are hereby held and firmly bound unto City of Roanoke, Virginia, as City or Owner, in the penal sum of \_\_\_\_\_ (\_\_\_\_\_) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed, sealed, and delivered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to the a certain bid, attached hereto and hereby made a part hereof, to enter a contract in writing for ITB # \_\_\_\_\_.

NOW, THEREFORE, if the bid shall be rejected, or if the bid shall be accepted and the Principal shall execute and deliver to the City a Contract substantially in the Form of the Contract contained in the proposed Contract Documents, properly completed in accordance with the bid, and shall furnish any required bond(s) for Principal's faithful performance of the Contract and for the payment of all persons performing labor or furnishing materials in connection herewith within the specified time period, and shall in all other respects perform the agreement created by the acceptance of the bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and its bond shall be in no way impaired or affected by any extension of the time within which the City may accept such bid; and the Surety does hereby waive notice of any such extension.

This Bond shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without application of Virginia's conflict of law provisions. Venue and any actions for any litigation, suits, and claims arising from or connected with this Bond and/or the Contract referred to herein shall only be proper in the Roanoke City Circuit Court, or in the Roanoke City General District Court if the amount in controversy is within the jurisdictional limit of such court, and all parties to this Bond and/or such Contract voluntarily submit themselves to the jurisdiction and venue of such courts, regardless of the actual location of such parties.

IN WITNESS WHEREOF, the Principal and the Surety have hereunder set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Attest: \_\_\_\_\_ (Seal)  
Principal

\_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_

Witness to signature of \_\_\_\_\_ (Seal)  
Attorney-in-Fact: Surety

\_\_\_\_\_  
By \_\_\_\_\_  
Witness Attorney-in-Fact \_\_\_\_\_

(Attorneys-in-fact affix seal and attach current original or certified copy of power of attorney.)

Project: \_\_\_\_\_  
ITB# \_\_\_\_\_