



HIGHWAY RESTORATION AND MAINTENANCE BOND

AGREEMENT NO. _____

Individual -- (Assigned by District Office)

Application No. _____

Blanket -- \$500,000 Minimum (Assigned by Central Office)

FEDERAL I.D. NO. _____

BOND NO. _____

EFFECTIVE DATE _____

We _____
(Name of Principal – Permittee)

of _____
(Mailing Address of Principal - Permittee)

as PRINCIPAL*, and _____
(Name of Surety)

of _____
(Mailing Address of Surety)

as SURETY, are held and firmly bound unto the Commonwealth of Pennsylvania, Department of Transportation, as OBLIGEE, in the full and just sum of _____ Dollars (\$ _____), lawful money of the United States of America, to be paid to the said Commonwealth of Pennsylvania, or its assigns, to which payment will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has applied, is about to apply or may in future from time to time apply to the OBLIGEE for one or more Highway Occupancy Permits (referred to herein as the "Permits") which require a bond to secure proper restoration of the highway pursuant to 67 Pa. Code Chapter 459.5(b), because a substantial amount of work may be performed for or by the PRINCIPAL under such Permits.

NOW, THEREFORE, the condition of this obligation is such that, if the above bounden PRINCIPAL shall in all respects comply with and faithfully perform the terms and conditions of each Permit and all applicable provisions of 67 PA. Code Chapter 459, and shall save and hold harmless the OBLIGEE from any damages or losses from any cause growing out of work to be performed under such Permits of the State Highway(s) then this obligation shall be void and of no effect; but otherwise is to be and remain in full force and effect.

PROVIDED, that any alterations which may be made in the terms of any Permit(s) or in the payment of costs due under it, or the giving by the OBLIGEE of any extension of time for the performance of work or any other forbearance on the part of either the OBLIGEE or the PRINCIPAL to the other, shall not in any way release the PRINCIPAL and the SURETY or SURETIES or either or any of them, their heirs, executors, administrators, successors and assigns, from their liability hereunder, notice to the SURETY or SURETIES of any such alteration, extension or forbearance being hereby waived.

PROVIDED, that with respect to each Highway Occupancy Permit, and any supplements thereto, issued by the OBLIGEE to the PRINCIPAL, the duration of the obligation under this Bond shall be for the period during which work is performed and for two years after the Department's acknowledgment of completion of all work authorized by such Highway Occupancy Permit(s), and any supplements thereto.

PROVIDED, the SURETY may terminate its future liability under this Bond ninety (90) days after furnishing written notice of such intention to terminate, delivered in person or by registered or certified mail, to the Department at its appropriate District Permit Office and the Central Permit Office, located at 400 North Street, Harrisburg, Pennsylvania 17120-0041. This termination shall not affect the liability of the SURETY and the PRINCIPAL for any liability incurred by the PRINCIPAL under the Agreement prior to the effective date of such termination, but the liability of the PRINCIPAL and the SURETY for any liability incurred by the PRINCIPAL under the Agreement prior

*If Permittee's contractor is also listed as PRINCIPAL, collectively identified as PRINCIPAL for the purposes of this Bond only.

to the date of such termination, but the liability of the PRINCIPAL and the SURETY for any liability incurred by the PRINCIPAL under the Agreement prior to the effective date of termination shall continue beyond the date of termination until such time the PRINCIPAL(S) liability is totally discharged and satisfied.

PROVIDED, that in case of default of the PRINCIPAL, in any respect, action on this Bond may be begun forthwith, and the PRINCIPAL and SURETY, jointly and severally, do hereby authorize and empower any attorney of any court of record in Pennsylvania or elsewhere, to appear for and to enter judgment against them, jointly and severally, for the cost of proper restoration of the State Highway(s) affected by the permitted work, not to exceed the aforementioned sum, with or without defalcation, with costs of suit, with release of errors, without stay of execution and with ten percent (10%) attorney's fees added for collection; and waiving inquisition on any real estate and exemption of any property whatsoever, authorizing condemnation of same and immediate issuance of a Writ of Execution, and releasing and waiving relief from any and all appraisement, stay of execution, or exemption laws of any state, now in force or hereinafter to be passed.

PROVIDED, FURTHER, that in the absence of default, this Bond shall remain in full force and effect and may not be cancelled by the SURETY without the written permission of the OBLIGEE'S Permit Office.

Time limitations set forth in this Bond shall not be deemed to relieve the PRINCIPAL of liability for items exceeding the time limitations set forth in 67 Pa. Code Chapter 459.

EXECUTED ON _____ with the intention to be legally bound hereby.
Date

ATTEST:

Secretary Assistant Secretary BY _____
Treasurer Assistant Treasurer PRINCIPAL – PERMITTEEE
Other: _____ ** President Vice-President
Other _____ **

(SEAL)

ATTEST:

Secretary Assistant Secretary BY _____
Treasurer Assistant Treasurer PRINCIPAL – PERMITTEEE
Other: _____ ** President Vice-President
Other _____ **

(SEAL)

WITNESS:

Title: BY _____ ***
Title: SURETY

(SEAL)

Pennsylvania Resident Agent-When Required

APPROVED AS TO LEGALITY AND FORM

BY _____
Chief Counsel

**If PRINCIPAL is a Government Unit, or if signature is other than a president, vice president, sole proprietor and owner, or managing partner, a Resolution authorizing signature must be attached.

***Power of Attorney, properly executed and dated, must be attached. Power of Attorney must have the same date as the Bond (effective or executed date).