



HIGHWAY OCCUPANCY PERMIT OBLIGATION BOND

AGREEMENT NO. _____

APPLICATION NO. _____

COUNTY _____

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)

are held and firmly bound into the Commonwealth of Pennsylvania, Department of Transportation, Harrisburg, PA 17120, as OBLIGEE, in the full and just sum of _____ DOLLARS (\$ _____), good and 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 to the Department of Transportation for a Highway Occupancy Permit under the provisions of Title 67 Chapter 441 of the Pennsylvania Code, which requires a bond to secure performance of PRINCIPAL'S design, construction and indemnification obligations under the permit, the Department's cost for inspecting the work and the PRINCIPAL'S obligation to maintain and restore damage to the highway pursuant to 36 P.S. §670-420 of the State Highway Law and 67 Pa. Code Chapter 441, because a substantial amount of work will 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 the permit and all applicable provisions of Title 67 Pa. Code Chapter 441, according to Department specifications and standards, and shall save and hold harmless the OBLIGEE from any damages or losses from any cause arising from the work to be performed under such permits, and shall further faithfully comply with the terms of each agreement entered into between the Commonwealth, Department of Transportation and the PRINCIPAL in connection with the permit, if any, 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 change which may be made by agreement between the Commonwealth of Pennsylvania, Department of Transportation, and the PRINCIPAL in the terms, conditions and requirements of the permit or any agreement executed in connection with such permit, or the granting by the OBLIGEE of any extension of time for the performance of work under the permit or any other forbearance on the part of either the OBLIGEE to the PRINCIPAL to the other, shall not in any way release the PRINCIPAL or the SURETY or either of them, their heirs, executors, administrators, successors and assigns from their liability hereunder, notice to the SURETY of any such change, extension or forbearance being hereby waived.

PROVIDED, that with respect to the Highway Occupancy Permit, and any supplements thereto, and any agreement between OBLIGEE AND PRINCIPAL entered into in connection therewith, the duration of the obligation under this bond shall be for the period during which work is performed under such permit, supplement or agreement, and for two years after the Department's acknowledgement of completion of all work authorized thereunder.

PROVIDED that upon Department's written acknowledgement of completion of the work authorized by the Highway Occupancy Permit, any supplements thereto and any agreement entered into between PRINCIPAL and OBLIGEE, upon payment in full of all costs, fees and expenses incurred by the OBLIGEE and required to be paid or reimbursed by PRINCIPAL, the amount of this bond may be reduced to the full and just sum of _____ Dollars (\$ _____) secure PRINCIPAL'S obligation to maintain all driveways and adjacent area within the highway right of way so as to conform with the permit and to restore damage to the highway, in accordance with 67 Pa. Code §441.6.

PROVIDED, the SURETY may terminate its future liability under the Bond ninety (90) days after furnishing written notice of such intention to terminate, delivered by certified mail, to the Department at its appropriate District Permit Office and the Central Permit Office, Bureau of Maintenance and Operations, at 400 North Street, Harrisburg, Pennsylvania 17120. This termination shall not affect liability of the SURETY and the PRINCIPAL for any liability thing, occurrence or violation of or

incurred by the PRINCIPAL under the permit, any supplements thereto in any agreement executed in connection therewith, or under this Bond prior to the effective date of such termination, but the liability of the PRINCIPAL and the SURETY for any liability, occurrence, violation or thing incurred by or of the PRINCIPAL under this Bond, the Permit, any supplements thereto, and any agreement executed in connection therewith prior to effective date of termination shall continue beyond the date of termination until such time as the PRINCIPALS liability is completely discharged and satisfied.

PROVIDED, that in case of default of the PRINCIPAL, in any respect, the OBLIGEE shall have the right to require SURETY to complete or modify any necessary work, to restore the highway and pay the OBLIGEE for all related costs, or at the OBLIGEE'S option, action on this bond may begin forthwith, and 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 judgement against them, jointly and severally, for the OBLIGEE'S cost of completion or modification of PRINCIPAL'S design and construction obligations under the PERMIT, including any other costs and fees imposed under the PERMIT, any supplements thereto and any agreement executed in connection therewith, and for proper restoration of the State Highways affected by the permitted work, not to exceed the aforementioned sum, with or without defalcation, with costs of suits, 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 appraisalment, 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 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 the performance of any requirement under the permit, supplements or any agreement executed in connection therewith, exceeding the time limitations set forth in 36 P.S. §670-420, 67 Pa. Code Chapter 441, the permit or agreement or any other law, statute or regulation.

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

ATTEST:

(ASST.) SECRETARY (ASST.) TREASURER
OTHER: _____
(Attach Resolution)

BY: _____
PRINCIPAL-PERMITTEE
(VICE) PRESIDENT SOLE PROPRIETOR & OWNER
MANAGING PARTNER OTHER: _____
(Attach Resolution)

ATTEST:

(ASST.) SECRETARY (ASST.) TREASURER
OTHER: _____
(Attach Resolution)

BY: _____
PRINCIPAL
(VICE) PRESIDENT SOLE PROPRIETOR & OWNER
MANAGING PARTNER OTHER: _____
(Attach Resolution)

WITNESS:

(Signature) (Title)

BY: (Signature - See Note 1) (Title)

(PA Resident Agent - Name And Signature - See Note 2)

APPROVED AS TO FORM AND LEGALITY

(Chief Counsel)

Note 1: Power of Attorney designating SURETY Signator must be attached.

Note 2: Complete if Attorney-in-Fact address is other than PA.

Note 3: This bond will be returned for correction if any underlined item(s) are not properly completed.