



HIGHWAY OCCUPANCY PERMIT BLANKET BOND

AGREEMENT # _____
FEDERAL ID # _____
BOND # _____
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 unto 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 be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL may in the future apply to the Department of Transportation for Highway Occupancy Permits 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 highway improvement 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 each 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 permits, or the granting by the OBLIGEE of any extension of time for the performance of work under such permits or any other forbearance on the part of either the OBLIGEE to the PRINCIPAL or 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 each 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, 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 Central Permit Office, Bureau of Maintenance and Operations, Attention: Permit Section, 400 North Street, Harrisburg, Pa. 17120-0041. 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 each permit, any supplements thereto or under 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

