

**BOND FOR WORK IN  
THE RIGHTS-OF-WAY**

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_  
(complete name of Permittee/Principal)

\_\_\_\_\_(the "Principal"), and  
(complete address of Permittee/Principal)

\_\_\_\_\_  
(complete name of Surety Company)

\_\_\_\_\_(the "Surety")  
(complete address of Surety Company)

for value received, are held and firmly bound unto the Board of County Road Commissioners of the County of Bay, State of Michigan, as Obligee, hereinafter referred to as Bay County Road Commission (BCRC), in the sum of \$\_\_\_\_\_ dollars lawful money of the United States of America to be paid to the BCRC, to which payment, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly and irrevocably by this bond.

WHEREAS, Principal has been issued a Permit(s) by the BCRC permitting it to work within certain public rights- of-way in the County of Bay;

WHEREAS, a surety bond from a surety licensed to transact business in the State of Michigan and rated no less than A.M. Best A minus VII is required to guarantee the proper performance and completion of the work, and also restoration and repair of the rights-of-way to the BCRC's satisfaction, all within the time specified in the Permit(s) for such completion.

THE CONDITION OF THIS BOND is such that if the Principal, to the satisfaction of the BCRC, shall in all particulars promptly and faithfully perform all obligations of the Permit including restoration and repair of all affected rights-of-way, including the surface, subsurface, and all adjacent structures and appurtenances no matter by whom owned, then this obligation shall become void, except as provided in paragraph (4) above, upon receipt by Surety of a notice of termination of performance obligations from the BCRC; otherwise, this obligation shall remain in full force and effect. Regardless of the number of years this bond shall continue in full force and effect, and of the number of premiums that shall be payable or paid, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the penal amount of this bond. The Surety may terminate its liability hereunder as to future acts of the Principal at any time by giving 60 days written notice of such termination to the Obligee.

WHEREFORE, the Surety hereby stipulates and agrees that:

1. No change, extension of time, alteration or addition to the terms of the Permit(s) or the work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such event.
2. Wherever Principal shall be, as declared solely by the BCRC, in default under the Permit(s) or this bond, the Surety shall promptly remedy the default within thirty (30) days after receiving notice from the BCRC of said default. The default may be remedied by completion of any required permit work, as directed and approved solely by the BCRC, or by payment to the BCRC of costs and damages incurred by the BCRC to correct said default, including materials, labor, costs associated with bidding the work or any part of the work, and all costs associated with enforcing the Principal's or Surety's obligations under the Permit or this bond. In no event shall Surety incur or pay any costs or expenses in excess of the penal sum of this bond.
3. Its obligations assumed herein remain in full force and effect until notice of termination of such obligations is given to Surety by the BCRC.
4. The Surety guarantees all construction and/or restoration work required by the Permit against defective workmanship or materials for a period of one (1) calendar year from the date of acceptance of such work by the BCRC. All claims for defective workmanship or materials must be made against the Principal and the Surety no later than thirty (30) calendar days after the expiration of the one (1) calendar year period from the date of the acceptance of the work.

THIS BOND EXPIRES ON \_\_\_\_\_, 20 \_\_\_\_

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

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\_\_\_\_\_