

BOND
FOR PERFORMANCE OF THE WORK

STATE OF ALABAMA
MONTGOMERY COUNTY

Bond No. _____

KNOWN ALL MEN BY THESE PRESENTS: That we _____
_____, as Principal, and _____
_____, as Surety, are held and firmly bound unto the
ALABAMA DEPARTMENT OF TRANSPORTATION, in the penal sum of _____
_____ for the payment of which well and truly to be made, we hereby bind ourselves,
our heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals, this the
_____ day of _____, _____.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the above bound
principal hereon, Namely, _____ this day entered into a permit Contract as applicant
with the ALABAMA DEPARTMENT OF TRANSPORTATION for work on highway right of way, work
maintenance and, highway work area restoration and maintenance required by the Department as provided for
in the permit contract, to be performed in _____
_____ County, Alabama, Highway Number _____, a copy of which permit
Contract is hereto attached.

NOW, THEREFORE, In the event the said _____,
as such applicant shall faithfully and promptly perform the permit contract and all the conditions and
requirements thereof, then this obligation shall be null and void and of no effect, otherwise to remain and be in
full force and effect.

PROVIDED, further, that upon the failure of the said _____, as such applicant, to promptly and efficiently prosecute said permit contract work, work maintenance and highway work area restoration and maintenance, in any respect, in accordance with the permit contract, the above bound _____ as Surety, shall take charge of said work, work maintenance and highway work area restoration and maintenance, and complete the permit contract at their own expense, pursuant to its terms. Said Surety may, if they so elect, by written direction given to the State Transportation Director authorize the Director to complete or cause to be completed the said permit contract work, work maintenance and highway work area restoration and maintenance at the expense of said Surety, and such Surety hereby agrees and binds Surety to pay the cost and expense of the completion of such permit contract work, work maintenance and highway work area restoration and maintenance.

In the event said Principal shall fail or delay the prosecution and completion of said permit contract work, work maintenance and highway work area restoration and maintenance and said Surety shall also fail to act promptly as hereinbefore provided, then said Transportation Director may cause ten days notice of such failure to be given, either to said Principal or Surety, and at the expiration of said ten days, if said Principal or Surety do not proceed promptly to complete the permit contract, including all work provided therein, the ALABAMA DEPARTMENT OF TRANSPORTATION shall have the authority to cause said permit contract work, work maintenance and highway work area restoration and maintenance to be done and accomplished and when the same is completed and the cost thereof determined, the said Principal and Surety shall and hereby agree to pay any and all cost of said permit contract work, work maintenance and highway work area restoration and maintenance.

The said Principal and Surety further agree as part of this obligation to pay all such damages of any kind to person or property that may result from a failure in any respect to perform and complete said permit Contract including all work therein provided.

The decision of the Director of the Alabama Department of Transportation upon any question connected with the execution of the permit Contract, or any failure or delay in the prosecution of the permit contract work, work maintenance and highway work area restoration and maintenance by said Principal or Surety, shall be final and conclusive.

WITNESS our hands and seals, this _____ day of _____, _____.

ATTEST:

(Name and Title)

(Signature of Applicant Official)

(Title of Officer Signing)

(Affix Seal) _____
Name of Surety

Legal Name of Applicant (Company) as Principal

Address

Contact Number

By: _____
Attorney in Fact -- for Surety

NOTICE TO ALABAMA RESIDENT AGENT

Countersigned by Alabama
Resident Agent for Surety:

Please print or write legibly your name and
complete address below:

Name

Address

(A copy of the Power of Attorney properly executed by the Company authorizing the Agent signing above to bind the Company as Surety on this Bond must be attached hereto. Said Power of Attorney must be dated so as to correspond with the execution date of the bond.)