Form BM-175 April 2021

FOR OFFICIAL USE ONLY (PLEASE CHECK APPROPRIATE BOX)			
☐ DISTRICT WIDE ☐ AREA WIDE			
☐ REGION WIDE ☐ STATE WIDE			
DISTRICT(S)/AREA/REGION:			

HIGHWAY OCCUPANCY PERMIT BLANKET BOND

STATE OF ALABAMA	BOND NUMBER:
KNOWN ALL MEN BY	THESE PRESENTS: That we
	, as Principal, and
	, as Surety, are held and firmly bound unto the
ALABAMA DEPARTM	NT OF TRANSPORTATION hereinafter referred to as ALDOT, in the penal
sum of \$	for the payment for which well and truly to be made, we hereby bind
ourselves, our heirs, exec	ors, administrators, successors, and assigns.
IN WITNESS W	EREOF, we have hereunto set our hands and affixed our seals, this the
day of	, 20

WHEREAS, the PRINCIPAL may in the future apply to ALDOT for Highway Occupancy Permits, which requires a bond to secure performance of PRINCIPAL'S design, construction, and indemnification obligations under the permit, ALDOT's cost for inspecting the work and the PRINCIPAL's obligation to maintain and restore damage to the highway because a substantial amount of the 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 bound PRINCIPAL shall in all respects comply with and faithfully perform the terms and conditions of each permit according to ALDOT specifications and standards, and shall protect, indemnify, save and hold harmless ALDOT from any and all actions, damages, claims, loss, liabilities, attorney's fees or expenses 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 ALDOT 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 ALDOT 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 ALDOT of any extension of time for the performance of work under such permits or any other forbearance on the part of either ALDOT 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.

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PROVIDED, that with respect to each Permit, and any supplements thereto, and any agreement between ALDOT 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 permits, supplements or agreements, and lasting until one year after ALDOT acceptance of the last permitted activity. SURETY may terminate its bond by providing ninety (90) days' notice to ALDOT provided all obligations under PRINCIPAL's existing permits are completed.

PROVIDED, that in case of default of the PRINCIPAL, in any respect, ALDOT shall have the right to require SURETY to complete or modify any necessary work, to restore the highway and pay ALDOT for all related costs, or at ALDOT's option, action on this bond may begin forthwith, and PRINCIPAL and SURETY, jointly and severally do hereby authorize and empower any attorney of a court of record in Alabama or elsewhere, to appear for and to enter judgment against them, jointly and severally, for ALDOT's cost of completion or modification of PRINCIPAL'S design and construction obligations under each PERMIT, including any other costs and fees imposed under each 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 and without stay of execution, 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 written permission of ALDOT Permits and Operations Section.

Time limitations set forth in this Bond shall not be deemed to relieve the PRINCIPAL of liability for the performance of any requirement under each permit, supplements or any agreement executed in connection therewith, exceeding the time limitations set forth the permit of agreement or any other law, statute or regulation.

PRINCIPAL shall provide ALDOT a copy of proof of its annual bond renewal to the address below:

Alabama Department of Transportation
Maintenance Bureau
Attn: Permits and Operations Section
1409 Coliseum Boulevard
Montgomery, AL 36110

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, attached hereto and incorporated herein, by said Principal or Surety, shall be final and conclusive.

WITNESS our hands and seals, this	day of	20
ATTEST:		
(Signature of Surety Representative)	(Signature of Applica	nt Official)
(Surety Representative Printed Name and Title)	(Title of Officer S	igning)
(Surety Representative Contact Number)		
(Affix Seal)		
Name of Surety (Printed)	Legal Name of Applicant (Con	mpany) as Principal
	Address	
	Contact Num	ber
By: Attorney in Fact – for Surety		
NOTICE TO INSU	RANCE PRODUCER	
Countersigned by Alabama License Insurance Producer for Surety, if applicable:	Please print or write legibly your name, complete address, and license number below:	
Name (Signature)	Name (Print)	
Address		

License Number

(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.)