

**STREET OPENING PERFORMANCE AND GUARANTEE BOND**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

\_\_\_\_\_ Permittee, (hereinafter "Principal"), and \_\_\_\_\_  
\_\_\_\_\_ (hereinafter "Surety"), are held and firmly bound unto THE CITY  
OF JACKSON, MICHIGAN, 161 West Michigan Avenue, Jackson, Michigan 49201 (hereinafter  
"City"), in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_  
\_\_\_\_\_) to be paid to said City, its legal representatives and assigns, for which payment  
well and truly to be made, we bind ourselves, our heirs, executors, administrators,  
successors and assigns, and each and every one of them jointly, firmly by these presents.

Sealed with or seals and dated this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_.

WHEREAS, pursuant to Jackson City Code, Chapter 23, Article II, Section 23-30 et.  
seq., the above named Principal has obtained a street opening permit from the City of  
Jackson, City Engineer, dated this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, which authorized the said Principal to make excavation or openings in a certain  
City of Jackson street referenced in said permit.

WHEREAS, said permit was granted upon the express condition that the said Principal  
would furnish a two (2) year(s) Maintenance and Guarantee Bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that by and under said  
Permit, the above named Principal has agreed to well and faithfully on all things,  
fulfill the Permit according to the terms and conditions stipulated therein, and for a  
period of two (2) years from the date of completion of the work, to keep in good order  
and repair any defect in all the work done under said permit either by the Principal or  
its subcontractors, or material suppliers, that may develop during said period due to  
improper materials, defective equipment, workmanship or arrangements, and any other work  
affected in making good such imperfections, shall also be made good all without the  
consent or approval of the Principal after the final acceptance of the work by the City,  
and that whenever directed to do so by the City, by notice served in writing, either  
personally or by mail, on the Principal at the address appearing in the permit documents  
or upon said Principal's legal representatives, or successors, or on the Surety at the  
address appearing below,

WILL PROCEED at once to make sure repairs as directed by said City; and in case of  
failure to do so within one week from the date of service of such notice, or within  
reasonable time not less than one week, as shall be fixed in said notice, then the said  
City shall have the right to purchase such materials and employ such labor and equipment  
as may be necessary for the purpose, and to undertake, do and make such repairs, and  
charge the expense thereof to, and receive same from said Principal or Surety. If any  
repair is necessary to be made at once to protect life and property, then and in that  
case, the said City may take immediate steps to repair or barricade such defects without  
notice to the Principal or Surety. In such accounting the said City shall not be held to  
obtain the lowest figures for the doing of the work, or any part thereof, but all sums  
actually paid therefore shall be charged to the Principal or Surety. In this connection  
the judgment of said city is final and conclusive. Said Principal, for the period of two  
(2) years from date of completion of the work constructed under said permit, shall keep  
said work in good order and repair, excepting only such part or parts of said work which  
may have been disturbed without the consent or approval of said Principal after the final  
acceptance of the same, and shall whenever notice is given as hereinbefore specified, at  
once proceed to make repair as directed in said notice, or shall reimburse said City for  
any expense incurred by making such repairs, should the Principal or Surety fail to do so  
as hereinbefore specified. Said Principal or Surety shall fully indemnify, defend and

save harmless the said City from all suits and actions for damages of every name and description brought or claimed against it for or on account of any injury or damage to person or property received or sustained by any party or parties, by or from any of the acts or omissions or through negligence of said Principal, servants, agents, or employees in the prosecution of the work included in said permit, and from any and all claims arising under the Workers' Compensation act, so-called, of the State of Michigan, then the above obligation shall be void, otherwise, to remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
Principal (Permittee)

By: \_\_\_\_\_

Its: \_\_\_\_\_

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Attorney-in-fact

\_\_\_\_\_  
Address of Surety

\_\_\_\_\_  
City State Zip

**ATTACH POWER OF ATTORNEY**