

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, 161 West Michigan Avenue,
Jackson, Michigan 49201, (hereinafter "City"), in the sum of _____ to be paid to
said City, its legal representatives and assigns, for which payment well and truly 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 our seals and dated this _____ day of _____, 20_____.

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 the
_____ day of _____, 20_____, 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) Performance 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 judgement 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 _____, 20 ____.

WITNESS:

Principal (Permittee)

By _____

Its: _____

WITNESS:

Surety

By _____
Attorney-in-fact

Its _____

Address of Surety _____

City State Zip Code _____

ATTACH POWER OF ATTORNEY