



Utility Permit Bond
(Payment and Performance)

Project Name _____ Bond No. _____

KNOWN ALL MEN BY THE PRESENTS, That I (We) _____,
(Name of Applicant)

as Principal, and _____,
(Surety Company)

as Surety, a corporation organized and existing under the laws of the State of _____
and licensed to do business in the State of Illinois, are held firmly bound unto the City of Effingham in the penal
sum of _____ Dollars (\$ _____) lawful money of the
United States well and truly to be paid unto said people of the City of Effingham, for payment of which we bind ourselves,
our successors and assigns, jointly, severally, and firmly by these presents.

WHEREAS, by the issuance of a Utility Permit, the City of Effingham grants permission and authority to the
Principal to build, construct, locate, operate, and maintain public utility facilities as described in said Utility Permit, in
connection with a certain Project designated as _____ located at the address
of _____ or near the location of _____ in the City of Effingham, and;

WHEREAS, said the Principal is obligated and has agreed to perform the work in accordance with the terms and
conditions of said Permit, and is further obligated to make payment for all materials, labor, equipment, professional
services and other costs associated with the work and by this reference, said Permit is made a part hereof as if written
herein at length.

NOW THEREFORE, if the the Principal shall well, truly and faithfully perform its obligation in accordance with the terms and
conditions herein to the satisfaction of the City of Effingham, and shall perform no other work at said location without first
receiving approval from the City, and shall satisfy all claims and demands incurred, and fully indemnify and save harmless
the City from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City
all outlay and expense which it may incur in making good any default, and shall promptly make payment to all persons, firms,
contractors and corporations furnishing materials for or performing labor in the prosecution of the work, and any approved
extensions or modifications thereof, including all amounts due for including, but not limited to materials, equipment and labor
consumed or used in connection with the construction of the work, then no claim or demand will be made against the above
obligation.

NOW THEREFORE, if the the Principal fails to perform or complete its obligation in accordance with the terms and
conditions herein and further fails to make payment for all or any portion of the materials, labor, equipment, professional
services and other costs associated with the obligations, the City shall serve the Principal and the Surety a Notice of Default.
The Notice of Default shall specify the manner of the default and specify the time provided to cure the default. If the default
is not cured, the bonding shall be available to the City of Effingham from the Surety. The City of Effingham shall be
privileged to use the bonding for the purposes of paying for materials, labor, equipment, professional services and other
costs for the sole purpose to complete, change and/or correct any deficiencies in the obligations and the Surety shall honor
all drafts presented to it at any time upon presentation of:

- A. Resolution of the City Council of the City of Effingham, Illinois stating that the the Principal has failed to
satisfactorily complete, carry on or correct the work under said Utility Permit and/or has failed to pay material
suppliers, contractors, subcontractors or others whom any money may be due.
B. The affidavit of the Director of Public Works of the City of Effingham stating that all drafts will be made for the
purposes of paying consulting engineers, surveyors, materialmen, contractors, and subcontractors for the
completion of the work under said Utility Permit.

NOW THEREFORE, this bond shall be in force and effect until _____. Sixty (60) days prior to the
expiration date of this bond, the Surety shall notify the City of Effingham Director of Public Works and the the Principal
in writing of the impending expiration. The Principal and Surety agree that if this bond is not released in writing by
Resolution of the City Council of the City of Effingham within the sixty (60) days, the bond shall automatically continue in
full force and effect.

NOW THEREFORE, the Principal and Surety further agree that this bond may not be cancelled, reduced, released or
otherwise diminished or terminated without the express written consent of the City Council of the City of Effingham. The
written consent shall be in the form of a Resolution passed, adopted and approved by the City Council.

IN WITNESS WHEREOF, WE HAVE DULY EXECUTED THE FOREGOING

This _____ day of _____, _____

Principal _____

Surety _____

Address _____

Address _____

City / State _____

City / State _____

Telephone () _____

By _____

By _____

Attorney in Fact

(Seal)

(Seal)

Agent for Surety _____

Address _____

City / State _____

By _____

CITY OF EFFINGHAM

This Utility Permit Bond is hereby accepted this _____ day of _____, _____, by the City of Effingham

By: _____

Mayor / City Administrator / Director of Public Works

This Right of Way Permit Bond is hereby released this _____ day of _____, _____.

By: _____

Mayor / City Administrator / Director of Public Works