



**Right of Way Permit Bond  
(Payment and Performance)**

Project Name \_\_\_\_\_ Bond No. \_\_\_\_\_

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

as Principal, and \_\_\_\_\_ , as Surety,  
(Surety Company)

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 our ourselves, successors and assigns, jointly, severally, and firmly by these presents.

**WHEREAS**, by the issuance of a Public Right of Way Permit, the City of Effingham grants permission and authority to the  
Applicant to build, construct, locate, operate, and maintain improvements as described in said Right of Way 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 Applicant 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 Applicant 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 of Effingham, and shall satisfy all claims and demands incurred, and fully indemnify and  
save harmless the City of Effingham from all costs and damages which it may suffer by reason of failure to do so, and shall  
reimburse and repay the City of Effingham 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 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 of Effingham 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 Applicant has failed to satisfactorily complete, carry on or correct the work under said Right of Way Permit and/or has failed to pay material suppliers, contractors, subcontractors or others whom any money may be due.
- B. The affidavit of the City Engineer 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 Right of Way 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 Principal in writing by certified mail, return receipt requested, 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 of the City of Effingham.

**IN WITNESS WHEREOF, WE HAVE DULY EXECUTED THE FOREGOING**

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Surety \_\_\_\_\_  
Address \_\_\_\_\_  
City / State \_\_\_\_\_  
By \_\_\_\_\_  
Attorney in Fact

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Principal \_\_\_\_\_  
Address \_\_\_\_\_  
City / State \_\_\_\_\_  
By \_\_\_\_\_

( Seal )

( Seal )

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Agent for Surety \_\_\_\_\_  
Address \_\_\_\_\_  
City / State \_\_\_\_\_  
By \_\_\_\_\_

( Seal )

**CITY OF EFFINGHAM**

This Bond is hereby accepted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the City of Effingham

By: \_\_\_\_\_  
Mayor / City Administrator / Director of Public Works

The Improvements are accepted and this Bond is hereby released by adoption of Resolution No. \_\_\_\_\_, by the City Council of the City of Effingham this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_  
Mayor / City Administrator / Director of Public Works