



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 _____ , 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 Utility 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 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 City of Effingham Director of Public Works 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 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

(Seal)

This _____ day of _____ , _____
Principal _____
Address _____
City / State _____
By _____

(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 Bond is hereby released this _____ day of _____ , _____, by _____.

By: _____
Mayor / City Administrator / Director of Public Works