



CITY OF GRANDVIEW, MISSOURI
RIGHTS-OF-WAY PERMIT
PERFORMANCE AND MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS that _____, a Corporation organized and existing under the laws of the State of _____, with its principal office located at _____ (ADDRESS), referred to as “Principal”, and _____, a Corporation organized under the laws of the State of _____ and authorized to transact business in the State of Missouri, with its principal office located at _____ (ADDRESS), referred to as “Surety”, are held and firmly bound unto the City of Grandview, Missouri (“City”), in the sum of FIVE Thousand (\$5,000) Dollars, for the payment of which sum, will and truly to be made, they jointly and severally bind themselves and their heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, Principal has submitted a right-of-way permit application “Permit” to the City to complete work in the right-of-way at the designated location in the City of Grandview, as provided in the Permit; where work means construction, excavation, installation, repair or maintenance of any type of facility within the right-of-way.

WHEREAS, a surety company performance and maintenance bond is required of the Principal to guarantee the proper right-of-way restoration and repair/replacement of the public infrastructure within the rights-of-way in accordance with the Permit and City ordinances and regulations and within the time specified for such completion.

NOW THEREFORE, if the Principal shall promptly and faithfully perform all obligations of the Permit including proper right-of-way restoration and repair/replacement of public infrastructure within the rights-of-way and the same shall be repaired or reconstructed so as to endure without defect and need of repair for a period of two (2) years from the date of completion of work identified in the Permit, and, further, shall defend, indemnify, and hold harmless City from all damages, loss and expense occasioned by any failure whatsoever of said Principal and Surety to fully comply with and carry out each and every requirement of the Permit, then this obligation shall be void; otherwise, it shall remain in full force and effect.

PROVIDED, that Surety, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the Permit or to the work to be performed thereunder, shall in any way affect the obligations of this Bond; and it does hereby waive notice of any such change, extension of time, or other alteration or addition to the terms of the Permit or the work to be performed thereunder.

IN TESTIMONY WHEREOF, the parties have executed this Performance and Maintenance Bond at _____ (PLACE OF EXECUTION), and Surety has executed this Performance and Maintenance Bond in its name, and its Corporate Seal to be hereto affixed, by its Attorney-In-Fact duly authorized to do so, on this ___ day of _____, 20_.

SURETY COMPANY
BY: _____ (SEAL)

PRINCIPAL
BY: _____ (SEAL)

ATTEST:

WITNESS

(Accompany this Bond with Attorney-in-Fact's authority from the Surety Company to include the date of the Bond).