



RIGHT-OF-WAY WORK PERMIT BOND

PERFORMANCE AND MAINTENANCE BOND

Bond No. _____

Project Location _____

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, As PRINCIPAL; and
(complete name and address)

THAT _____, as SURETY,
(complete name and address)

Both licensed to do business as such in the State of Missouri, are held and firmly bound unto the CITY of Oak Grove, as OBLIGEE, in the penal sum of Five Thousand (\$5,000) Dollars for the payment of which the PRINCIPAL AND SURETY hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, PRINCIPAL has submitted a right-of-way permit application (PERMIT) to the City of Oak Grove to complete work in the right-of-way at the designated location shown above and as provided in the PERMIT(s) where work means construction, excavation, installation, repair or maintenance of facilities within the right-of-way, and

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 public infrastructure within the rights-of-way in accordance with the PERMIT(s) and CITY ordinances and regulations.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform all obligations of the PERMIT(s) 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 four (4) years

from the date of completion of work identified in the PERMIT(s), and, further, shall defend, indemnify, and hold harmless the 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.

FURTHERMORE, the SURETY 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.

SIGNED, SEALED AND DATED THIS _____ .

PRINCIPAL

Company Name & Address

Printed Name & Title

Signature

SIGNATURE

Company Name & Address

Printed Name & Title

Signature