



PERFORMANCE AND MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(complete name and address of Principal)

as PRINCIPAL (CONTRACTOR) and

(complete name and address of Surety)

as Surety (SURETY),

both licensed to do business as such in the State of Missouri, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns unto Belton, Missouri, a Charter City in the State of Missouri, (CITY), as obligee, in the penal sum of Fifty Thousand and Zero One Hundredths Dollars (\$50,000) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has submitted a right-of-way permit application (PERMIT) to the City of Belton to complete work in the right-of-way at the designated location in the City of Belton, as provided in the Permit, for twelve consecutive months beginning _____ and ending _____; where work means construction, excavation, installation, repair or maintenance of any type of facility within the right-of-way, unless an exemption as provided in Chapter 19 of the CITY's Code of Ordinances applies; 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 Permits and CITY ordinances and regulations and within the time specified for such completion.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform all obligations of the Permits 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 years from the date of completion of work identified in the Permits, and, further, shall defend, indemnify, and hold harmless CITY from all damages, loss and expense occasioned by any failure whatsoever of said CONTRACTOR and SURETY to fully comply with and carry out each and every requirement of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

The bond must be obtained from companies holding certificates of authority as acceptable sureties (31 CFR Part 223). IMPORTANT – Surety companies executing BONDS must appear on the U.S. Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in Missouri.

PROVIDED, that SURETY, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the Contract 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 alteration or addition to the terms of the Permit or the work to be performed thereunder.

IN WITNESS WHEREOF, the above parties have executed this instrument the ____ day of _____, _____.

CONTRACTOR

Name, address and facsimile number of Contractor

I hereby certify that I have authority to execute this document on behalf of Contractor.

By: _____
Printed Name: _____
Title: _____

Attested By: _____
Printed Name: _____
Title: _____
(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

I hereby certify that I have authority to execute this document on behalf of Surety.

By: _____
Printed Name: _____
Title: _____

Attested By: _____
Printed Name: _____
Title: _____
(Attach seal and Power of Attorney)