

Geneva, Illinois

**CITY OF GENEVA
EXAMPLE WARRANTY BOND LANGUAGE FOR RIGHT-OF-WAY PERMIT**

Bond No. _____
Effective Date: _____

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____, of _____, as Principal, and _____ SURETY COMPANY, a corporation duly licensed to conduct surety business in the State of Illinois, as Surety, are held and firmly bound unto the City of Geneva, as Obligee, in the penal sum of TEN THOUSAND DOLLARS (\$10,000.00) lawful money of the United States, for the payment of which well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

WHEREAS, the Principal desires to conduct business as a _____ contractor in the public rights of way within the City, and provides this bond to satisfy the permit requirements of Section 8-1-2 of the City of Geneva, Illinois City Code.

NOW, THEREFORE, if the Principal shall faithfully perform the work under the permit and in all things comply with the ordinances, rules and regulations of the City, and any amendments thereto, including the restoration of the right-of-way to its condition prior to commencement of work under the permit; pay all permit and other associated City fees and reimburse the City for all services provided; promptly pay all persons supplying the Principal with labor or materials in the prosecution of the work provided for under the permit; and replace any defective work within a period of _____ from the time of completion of the project which, in the opinion of the City, was not installed in accordance with the required specifications, then this obligation shall be void; otherwise to remain in full force and effect.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Contractor's default be greater than the obligations of Contractor under the City Approvals in the absence of such Contractor default.

In the event of a default or defaults by Contractor, City shall have the right to take over and complete Contractor's obligations under the City Approvals upon 30 calendar days' written notice to Surety, in which event Surety shall pay City all costs incurred by City in taking over and completing the City Approvals.

At its option, City may instead request that Surety take over and complete Contractor's obligations under the City Approvals, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which City notifies Surety that City wants Surety to take over and complete Contractor's obligations under the City Approvals.

City shall have no obligation to actually incur any expense or correct any deficient performance of Contractor in order to be entitled to receive the proceeds of this bond.

PROVIDED, this bond is also subject to the following conditions:

1. This bond shall be effective on _____, _____, and shall remain in full force and effect until cancelled or nonrenewed by the Surety or until released by the City.
2. This bond may be cancelled by the Surety by giving thirty (30) days' notice in writing to the Director of Public Works of the City of Geneva and the Principal, sent by regular mail to the addresses last known to the Surety. Such cancellation shall not affect any liability or obligation of the Surety incurred or accrued prior to the effective date of cancellation.
3. The aggregate liability of the Surety to any and all persons, regardless of the number of claims made against the bond or the number of years the bond remains in force, shall in no event exceed the amount set forth above.

Signed and dated this _____ day of _____, 20_____.

PROFEORMA