

**BUILDING PERMIT
PERFORMANCE AND MAINTENANCE BOND
(Owner and/or Contractor Form)**

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ (“OWNER”) and
_____ (“CONTRACTOR”), both
as principals, hereinafter collectively or individually called PRINCIPAL, and
_____ as SURETY, are held and firmly bound unto
the City of Ballwin, Missouri, hereinafter called CITY, as Obligees, in the amount of
_____ Dollars (\$) for the completion
and maintenance of the following called WORK: _____

upon the property located at _____,
in accordance with the permits, permit applications, drawings, specifications, approvals,
statements and understandings at hearings and public meetings, and ordinances
approved by the City; all of which are made a part of this agreement; and

WHEREAS: The following shall be part of the above described WORK and shall be
included in this agreement:

- The repair of any on-site or off-site damage caused as a result of this WORK, or lack of same.
- The replacement, repair of substandard construction, deterioration or damage to WORK already completed.
- The establishment or reestablishment of siltation and storm water control measures.
- The removal of mud, gravel, construction materials, or other trash, refuse and debris as defined in the Code of Ordinances of the City, generated as a result of the activities covered by this bond, from the site, surrounding properties, easements and/or rights-of-way.
- The removal of snow and ice from improvements not yet accepted for public maintenance.

WHEREAS: PRINCIPAL and SURETY bind themselves, their heirs, executors,

administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS: The City of Ballwin has reviewed all submitted documents and information and agrees that the cost of such WORK, will be in the sum of _____ DOLLARS (\$ _____ . ____) lawful money of the United States of America; and

WHEREAS: The "Code of Ordinances " of the City of Ballwin provides that said WORK shall not be approved for construction unless a satisfactory bond guaranteeing said WORK in the amount of 2% of the estimated cost of construction is submitted, and provided that this bond shall not be less that \$5,000.00; and

WHEREAS: The City of Ballwin has determined that the amount of this bond shall be in the sum of _____ DOLLARS (\$ _____ . ____) lawful money of the United States of America; and

WHEREAS: The PRINCIPAL is seeking the approval of the City of Ballwin for the aforesaid WORK as is provided for In Chapter(s) _____ of the "Code of Ordinances" of the City of Ballwin, Missouri; and

NOW, THEREFORE, in consideration of the covenants, promises and agreements provided herein;

IT IS HEREBY MUTUALLY AGREED:

1. That this bond is provided to guarantee the construction, installation, completion and maintenance of the WORK, and
2. That the PRINCIPAL guarantees that the WORK will be completed by (provide a specific date) _____, or within the time specified in writing by the CITY for corrective action or restoration; and
3. The PRINCIPAL agrees to maintain completed portions of the WORK in good condition as designed and approved for construction until passage of a final inspection by the City of Ballwin; and all other reviewing agencies with jurisdiction, that the WORK is fully completed, conforms to the submissions, and this agreement is released in writing, and
4. That the PRINCIPAL grants the CITY, its agents or its assigns, the right of access to the site at all reasonable times for the purpose of inspection.
5. That in the event that the PRINCIPAL shall:
 - a. Fail to maintain significant efforts towards the completion of the WORK for a

period of 60 calendar days, and/or

- b. Fail to complete all WORK within the time stipulated in Section 2 above; and/or
- c. Fail to maintain the work area and all WORK in a safe and properly functioning manner, and/or
- d. Fail to perform off-site repairs, corrective action or restoration within the time specified by the CITY;

then, the SURETY shall promptly remedy the default, or shall promptly within such reasonable time specified by the CITY:

- a. Complete the above described WORK in accordance with the above referenced approved plans and specifications, or
 - b. Obtain a bid or bids for completing the above described WORK in accordance with the above referenced approved plans and specifications and upon determination by the CITY and the SURETY jointly of the lowest responsible bidder, arrange for a contract between such bidder and SURETY, and make available as WORK progresses sufficient funds to pay the cost of completion.
6. That in the event the PRINCIPAL and/or SURETY do not complete the aforesaid WORK within the time specified, or in accordance with the provisions of item 5 above, at the CITY's option, given in writing to the PRINCIPAL and SURETY at the address specified herein, all parties agree that:
- a. The PRINCIPAL shall grant the CITY, its agents or its assigns, the right of access to the site for the purpose of completing the above described WORK, and/or correcting the identified failure(s), and/or restoring and repairing the site to a safe and secure condition with full vegetation cover, and
 - b. The PRINCIPAL and SURETY further agree that in the event the WORK is not completed within the time allowed in accordance with paragraph 3 above and any extensions thereof as may be granted by the CITY, they shall be jointly and severally liable to the CITY for any and all costs incurred by the CITY in completing the required improvements. In such event, at the election of CITY, SURETY shall tender to CITY within thirty (30) calendar days the amount necessary, based upon the estimate of CITY, to carry out completion of the improvements; it being further understood that upon completion of the improvements, any unexpended funds shall be returned to SURETY.
 - c. As a part of the obligation secured hereby and in addition to the face amount

specified, there shall be included costs and reasonable expenses and fees of enforcing this obligation, including, but not limited to attorney's fees incurred by CITY, all to be taxed as costs and included in any judgment rendered.

7. That the CITY hereby accepts this agreement as satisfactory under the provisions and requirements of _____ of the Code of Ordinances of the City of Ballwin, Missouri.

8. The parties acknowledge that the purpose of this Bond is to guarantee Performance and Maintenance of the improvements comprising the WORK and further agree that no partial releases or reductions are required or compelled by RSMo. Section 89.410 or other applicable law or contract until the WORK is completed and accepted by the CITY as provided in item 3 above.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if the PRINCIPAL shall promptly and faithfully perform the above described WORK, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Nothing contained herein shall prohibit the parties to this agreement from mutually agreeing in writing to a reduction in the amount of this bond as work is completed and certified in writing by the PRINCIPAL'S engineer and/or architect that the reduction is commensurate with the value of the completed work.

The SURETY hereby waives notice of any alteration or extension of time made by the CITY.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the CITY named herein or its agents, successors, or assigns.

The CITY shall be entitled to recover from the PRINCIPAL and/or SURETY, its costs and attorney fees should any action be required to execute on the bond evidenced by this document.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals this _____ day of _____, 20____.

In the presence of:

(OWNER'S Name)

(Witness) Address _____

By _____
(OWNER)

(SEAL)

In the presence of:

(CONTRACTOR'S Name)

(Witness) Address _____

By _____
(CONTRACTOR)

(SEAL)

In the presence of:

(SURETY'S Name)

(Witness) Address _____

By _____
(SURETY)

(SEAL)

In the presence of:

(Witness)

The City of Ballwin, Missouri
#1 Government Ctr
Ballwin, Missouri, 63011

By _____
(City Administrator)

(SEAL)