

CITY OF SHAWNEE, KANSAS

**PERFORMANCE AND MAINTENANCE BOND
WORK WITHIN THE PUBLIC RIGHT OF WAY**

BOND NO. _____

_____, as surety ("Surety"), and _____, as principal ("Principal"), enter into and execute this surety agreement ("Bond"), and bind themselves in favor of the City of Shawnee, as obligee ("Beneficiary"), in the total aggregate sum of Fifty Thousand and No Hundred Dollars, (\$ 50,000.00). This Bond shall become effective on _____, and shall ensure obligations of the Principal for a period of one year from the effective date and Required Restoration for a period of two (2) years from the date of written acceptance of the Required Restoration by the City Engineer.

WHEREAS, the Principal has obtained a Permit or Permits from the City to work within the public right-of-way; a copy of said Permit(s) is made a part hereof by reference as if fully set out herein; and

WHEREAS, the Beneficiary has required the Principal to guarantee timely restoration of the public right-of-way and of any public or private improvements damaged, disturbed, or harmed by the Principal, including restoration of improved or unimproved surfaces to a neat and presentable condition, and removal of debris, excess dirt, or materials, in such a manner that the same shall endure without defects in materials and workmanship for a period of two (2) years from the date of written acceptance by the City Engineer, in accordance with the technical specifications used by the City, (hereinafter collectively referred to and known as the "Required Restoration").

The Surety and the Principal, both jointly and severally, and for themselves, their heirs, administrators, executors, successors and assigns, agree:

1) For work performed in the right-of-way, if Principal shall complete the Required Restoration and the work within the time specified on the permit for such completion, with such materials and in such manner that same shall endure without need for any repairs for a period of two (2) years from and after the date of written acceptance thereof by the City Engineer or designee, and if the Required Restoration endures without the need of repairs for this specified period, then this obligation shall be null and void; otherwise, this obligation shall remain in full force and effect.

2) If Principal fails to perform and abide by any such obligations hereunder within such (2) year period then the Surety shall within fourteen (14) calendar days from the date of written notice from the Beneficiary, either promptly remedy such failure to the satisfaction of the Beneficiary or pay to Beneficiary sufficient funds to pay the cost of such compliance and other costs and damages for which the Surety may be liable hereunder, including but not limited to the costs of consultants and/or engineering investigations, testing, analysis and any other costs incurred to determine the cause of defect and/or the necessary repair and maintenance, and attorney fees incurred in the collection of this Bond.

3) All notices to the Surety, the Principal, or the Beneficiary must be delivered in person or otherwise given in writing to such party at the following address set forth below:

SURETY

Name: _____
Attention: _____
Address: _____

Email Address: _____

PRINCIPAL

Name: _____
Attention: _____
Address: _____

Email Address: _____

BENEFICIARY

City of Shawnee, Kansas
City Hall
Attn: _____
11110 Johnson Drive
Shawnee, Kansas 66203

4) This Bond and the obligations hereunder may not be revoked or cancelled by the Principal or Beneficiary without the prior written consent of the Beneficiary.

5) In the event any legal action shall be filed upon this Bond, venue shall lie exclusively in the Kansas Federal District Court or the District Court of Johnson County, Kansas.

IN TESTIMONY WHEREOF, said Principal has hereunto set his/her hand, and said Surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do at

_____ ,

on this, the _____ day of _____, 20__.

Principal

Surety

(Typed Firm Name)

(Typed Firm Name)

(Seal)

By:

(Signature)

(Printed Name)

(Title)

(Address)

(Phone Number)

(Date of Execution)

(Seal)

By:

(Signature)

(Printed Name)

(Title)

(Address)

(Phone Number)

(Date of Execution)

- **Document format dated October 14, 2015**
- **Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond**
- **Surety company must appear on the Treasury Department's most current list and be authorized to transact business in the state of Kansas**