

**CITY OF SHAWNEE, KANSAS  
PERFORMANCE AND MAINTENANCE BOND  
FOR WORK WITHIN THE PUBLIC RIGHT-OF-WAY AND MUD BOND**

Bond No. \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENT,** that the undersigned

\_\_\_\_\_, as Principal, and

\_\_\_\_\_, as Surety,

are held and firmly bound unto the City of Shawnee, Kansas ("City"), a Municipal Corporation of the State of Kansas, in the sum of Ten Thousand and No Hundredths Dollars (\$10,000.00), lawful money of the United States, for the payment of which sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally;

**WHEREAS**, the Principal has obtained a permit from the City to work within the public right-of-way as indicated on the permit and;

**WHEREAS**, City Ordinances require that the Principal shall furnish the City Engineer a performance and maintenance bond in an amount of Five Thousand and No Hundredths Dollars (\$5,000.00), automatically renewed yearly until the end of the maintenance period for all permits held, to guarantee completion of public improvements within the public right-of-way and restoration of the public right-of-way, in such a manner that the same shall endure without defects in materials and workmanship;

**WHEREAS**, City Ordinances also require that the Principal shall furnish the City Engineer a performance and maintenance bond in an amount of Five Thousand and No Hundredths Dollars (\$5,000.00), automatically renewed yearly until the end of the maintenance period for all permits held, to guarantee that the street pavement and curbs and gutters within the public right-of-way remain free and clean of dirt, mud, gravel, and other debris;

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that the Principal shall construct, or cause to be constructed, the public improvements set forth in said permit; and complete, or cause same to be completed within the time specified on the permit for such completion; and construct same according to the plans for the improvements; and restore the right-of-way in accordance with the technical specifications used by the City, subject to the approval and acceptance of the City Engineer; and construct same 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 acceptance thereof by the City Engineer. If the public improvement and restoration of the right-of-way endures without the need of repairs for this specified period, then this obligation shall be void; otherwise this obligation shall remain in full force and effect until its release by the City Engineer.

**SIGNED, SEALED, AND DATED** this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Principal

By: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone No.

\_\_\_\_\_  
Fax No.

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

Attorney-in-fact

Countersigned

By: \_\_\_\_\_

Kansas Resident Agent

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone No.

\_\_\_\_\_  
Fax No.