

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

**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 Fifty Thousand and No Hundredths Dollars (\$50,000.00), 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 Fifty Thousand and No Hundredths Dollars (\$50,000.00), automatically renewed yearly until the end of the maintenance period for all permits held, to guarantee the restoration of the right-of-way in such a manner that the same shall endure without defects in materials and workmanship;

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH,** that the Principal shall repair or install said facilities in the right-of-way as 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 facilities; 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 restore the right-of-way 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 acceptance thereof by the City Engineer. If the 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 \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
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.