

**CITY OF SHAWNEE, KANSAS**

**LOW IMPACT PERFORMANCE AND MAINTENANCE BOND**

**BOND NO.**\_\_\_\_\_

\_\_\_\_\_, as surety (“Surety”), and \_\_\_\_\_, as principal (“Principal”), enter into and execute this Bond (“Performance Bond”), and bind themselves in favor of the City of Shawnee, as obligee (“Beneficiary”), in the initial amount of Ten Thousand and No Hundredths Dollars, (\$ 10,000.00 ), (the “Penal Sum”). This bond shall become effective on \_\_\_\_\_ and expire sixty (60) days after the permit expires or shall automatically renew yearly until the end of the maintenance period for all Permits held.

WHEREAS, the condition of the above obligation is such that the Principal has obtained a Permit or Permits from the City for land disturbance(s) of less than one (1) acre to construct \_\_\_\_\_ (hereinafter “the Project”); a copy of said Permit(s) is made a part hereof by reference as if fully set out herein; and

WHEREAS, the Principal has submitted an Erosion and Sediment Control Plan in compliance with the Shawnee Design Manual and incorporated herein; and

WHEREAS, the Beneficiary has further required the Principal to guarantee completion of public improvements within the public right-of-way and timely restoration of the public right-of-way and of any public or private improvements damaged, disturbed, or harmed by the Project, 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, all as required by the Erosion and Sediment Control Plan and/or Shawnee Municipal Code, (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) If Principal shall in all particulars promptly and faithfully perform each and every covenant, condition, and part of the Project in accordance with the terms of the Erosion and Sediment Control Plan and/or Shawnee Municipal Code, then this obligation shall be and become null and void; otherwise it shall remain in full force and effect.

2) For work performed in the right-of-way, if 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 improvement; 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 and 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 null and void;

otherwise, this obligation shall remain in full force and effect until its release by the City Engineer.

3) If Principal fails to perform and abide by any such obligations hereunder in any respect or if the Project requires repairs or maintenance within such (2) year period then the Surety shall either promptly remedy such failure to the satisfaction of the City or shall within fourteen (14) days from the date of written notice from the City pay to City 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.

4) 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: \_\_\_\_\_  
Street: \_\_\_\_\_  
City, State, \_\_\_\_\_  
ZIP: \_\_\_\_\_ Fax \_\_\_\_\_

**PRINCIPAL**

Name: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Street: \_\_\_\_\_  
City, State, \_\_\_\_\_  
ZIP: \_\_\_\_\_ Fax \_\_\_\_\_

**BENEFICIARY**

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

5) This bond may be terminated at any time by the Surety upon sending notice in writing to the Principal and Beneficiary and at the expiration of thirty (30) days from the mailing of said notice, this bond shall terminate and the Surety shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to that date.

6) This Low Impact Performance and Maintenance Bond shall be governed by, and construed solely in accordance with, the laws of the State of Kansas without regard to its conflict of laws provisions.

7) In the event any legal action shall be filed upon this Low Impact Performance and Maintenance Bond, venue shall lie exclusively in 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)

\_\_\_\_\_  
(Seal)

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

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(Date of Execution)

\_\_\_\_\_  
(Date of Execution)

**(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond.)**