CITY OF OVERLAND PARK, KANSAS

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

 of

as principal, hereinafter referred to as the "Contractor," and

 , hereinafter referred to as the “Surety”,

a corporation organized under the laws of the State of and authorized to transact business in the State of Kansas, as surety, are held and firmly bound unto the City of Overland Park, Kansas, hereinafter referred to as "City," in the penal sum of

 Dollars ($ ), lawful money of the United States of America, for the payment of which sum well and truly to be made we bind ourselves, and our heirs, executors, administrators, successors and assigns, jointly and severally by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded Contractor, has on the day of , 20 , executed a written Agreement with the aforesaid City for furnishing in a good, substantial and workmanlike manner all construction, labor, materials, equipment, tools, transportation, superintendence and other facilities and accessories for , hereinafter referred to as the “Improvement”, designated, defined and described in the Agreement and in accordance with the General Conditions, the City of Overland Park Standard Specifications (the “Specifications”), Project Specific Special Provisions, Plans and other Contract Documents therefor; a copy of the Agreement being attached hereto and made a part hereof.

NOW, THEREFORE, upon acceptance of the Improvement by the City in substantial compliance with the Contract Documents, if said Improvement endures without defect or need of repair or maintenance for a period of two (2) years from the date of final acceptance, then this obligation shall be and become null and void.

If the Improvement requires repairs or maintenance within such two (2) year period then this obligation shall remain in full force and effect and Contractor and the Surety shall be responsible for the prompt payment of the penal sum to the City for such repairs and/or maintenance including any incidental costs associated therewith, 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 the defect and/or the necessary repair or maintenance and attorney fees incurred in collection of this Maintenance Bond.

PROVIDED, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the Work to be performed thereunder or the Specifications, Project Specific Special Provisions, Plans and other Contract Documents accompanying same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work or to the Specifications, Project Specific Special Provisions, Plans and other Contract Documents.

PROVIDED, FURTHER, that it is expressly agreed that the bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Agreement not increasing the contract price more than 50 percent, so as to bind the Contractor and the Surety to the full and faithful performance of the Agreement so amended. The term "amendment," wherever used in this bond, and whether referring to this bond or the Agreement, shall include any alteration, addition, extension, or modification of any character whatsoever.

IN TESTIMONY WHEREOF, said Contractor 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 .

 Contractor/Principal

ATTEST: By

(SEAL)

Title

Secretary

 Surety Company

By

(SEAL) Attorney-in-Fact

NOTE:

1. Date of bond must not be prior to date of contract.

2. If Contractor is partnership, all partners should execute bond.

3. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state of Kansas.

4. Accompany this bond with Attorney-in-Fact's Authority from the surety company certified to include the date of the bond.