Right-of-Way Work Permit Bond
(Unlimited permits per year)

CITY OF OVERLAND PARK, KANSAS

PERFORMANCE AND MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

_____
(complete name of Principal)

_____
(complete address of Principal)

(the "Principal") and

_____
(complete name of Surety Company)

_____
(complete address of Surety Company)

(the "Surety)", a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Kansas, are held and firmly bound unto the City of Overland Park, Kansas (the "City") in the penal sum of Fifty Thousand and Zero One Hundredths Dollars ($50,000), 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 Principal has obtained from the City, right-of-way work permits (the "Permits"), to excavate, trench, bore or tunnel under rights-of-way at designated locations under the jurisdiction of the City for twelve consecutive months beginning _____ and ending _____, per O.P.M.C. Chapter 13.12; and

WHEREAS, a surety company bond is required of the Principal to guarantee the proper restoration and replacement of rights-of-way in accordance with the Permits and City ordinances and regulations and within the time specified for such completion.

NOW, THEREFORE, if the Principal shall in all particulars promptly and faithfully perform all obligations of the Permits including restoration and replacement of right-of-way and the same shall be repaired or reconstructed so as to endure without defect and need of repair for a period of two years from the date of completion of the work identified in the

Permits, then this obligation shall be and become null and void; otherwise it shall remain in full force and effect.

PROVIDED, that the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Permits or the work to be performed thereunder 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 Permits or to the work to be performed thereunder.

Whenever Principal is declared by City to be in default under any of the Permits and its agreement to properly restore and replace rights-of-way per City ordinance and regulation, the Surety shall promptly remedy the default by arranging for the completion of the restoration and replacement of the rights-of-way in accordance with the terms and conditions of this bond, and shall make available as work progresses sufficient funds to pay the cost of completion and other costs and damages for which the Surety may be liable hereunder, which sum shall not exceed the amount set forth in the first paragraph hereof. No right of action shall accrue on this bond to or for the use of any person or corporation other than the City or successors of the City.

IN TESTIMONY WHEREOF, the Principal has hereunto set his/her hand, and the Surety has caused there 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 on this, the _____ day of _____, 20_____.

Principal

ATTEST:

By_____

_____
Secretary

Title_____

Surety Company

_____

By_____
Attorney-in-Fact

NOTE:

1. 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.
2. Accompany this bond with Attorney-in-Fact's Authority from the surety company certified to include the date of the bond.
3. No continuation bonds will be allowed for this permit or for "unlimited" right-of-way work permits for future years.