

**STORMWATER TREATMENT FACILITY  
MAINTENANCE BOND  
Engineering Services – Planning and Development Services Department  
City of Overland Park, Kansas**

KNOW ALL MEN BY THESE PRESENTS, That we \_\_\_\_\_, as principal and \_\_\_\_\_ and \_\_\_\_\_ as sureties, are held and firmly bound unto the City of Overland Park, a Municipal Corporation of the State of Kansas, in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS, for the payment of which sum well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

THE CONDITIONS of this bond are such that:

WHEREAS, the said \_\_\_\_\_ has been given permission by the Engineering Services Administrator to construct Stormwater Treatment Facilities in accordance with approved construction plans as part of \_\_\_\_\_ land development.

NOW THEREFORE, upon owner submittal of City required initial construction certifications and City acceptance of said certification, \_\_\_\_\_ hereby provides a maintenance bond for said Storm Water Treatment Facilities listed above. If said Stormwater Treatment Facilities shall remain free from defects in materials or workmanship and shall continue to effectively function and endure without the need of repairs for the period of **two** years from and after the initial completion and acceptance thereof as aforesaid, then this obligation shall be void; otherwise to be in full force and effect. If Principal shall fully perform according to the terms of the final construction plans and the warranty described above, and if no claim on said warranty is unsatisfied at the conclusion of thirty days following the two year warranty period, then this obligation shall be void, otherwise to remain in full force and effect.

APPROVED as to amount of bond  
THIS \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
\_\_\_\_\_  
Principal

\_\_\_\_\_  
Administrator, Engineering Services

\_\_\_\_\_  
\_\_\_\_\_  
Surety