

**MAINTENANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS,** that we, \_\_\_\_\_, hereinafter called the Principal, as Principal, and \_\_\_\_\_, of \_\_\_\_\_, a Corporation duly organized and existing under the laws of the State of \_\_\_\_\_, and authorized to do business in the State of Kansas, hereinafter called the Surety, as Surety, are held and firmly bound unto \_\_\_\_\_, hereinafter called the Obligee, in the penal sum of \$\_\_\_\_\_ (100% of the certified estimate) 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 firmly by these presents.

**THE CONDITION OF THIS FOREGOING OBLIGATION IS SUCH THAT:**

**WHEREAS,** on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the Principal entered into a written agreement for completion of improvements, relating to \_\_\_\_\_, with the Obligee for the construction, reconstruction or repair of certain improvement(s) as designated and described in the said agreement; and

**WHEREAS,** it was a condition of the contract award by the Obligee that these presents be executed by the Principal and Surety aforesaid; and

**WHEREAS,** the Principal agrees to guarantee the work hereinabove described, including all materials and workmanship, for the period of two (2) years beginning on the date the Obligee so accepts said work, said date being the formal acceptance date of each authorization, and Surety agrees to act as surety for Principal's said agreement.

**NOW THEREFORE,** if the Principal shall and will, in all particulars, well, duly, and faithfully observe, perform and abide by each and every covenant, condition and part of said written agreement and other Contract Documents and shall protect the Obligee against all damages, losses and expenses which may occur to Obligee, by reason of defective materials used, or by reason of defective workmanship done, for, and the construction, reconstruction or repair of said public improvement(s), and shall guarantee the above work for a period of two (2) years from date formal acceptance, then this obligation shall become null and void; otherwise, it shall remain in full force and effect. Further, the Surety stipulates and agrees that the penal sum of this bond shall be automatically increased or decreased by any change orders to the agreement as approved by the Obligee.

**IN TESTIMONY WHEREOF**, the Principal and Surety have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PRINCIPAL:**

(Seal)

\_\_\_\_\_  
(Name of Principal)

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

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

**SURETY:**

\_\_\_\_\_  
(Name of Surety)

By \_\_\_\_\_  
Attorney-in-Fact

By: \_\_\_\_\_  
Kansas Agent

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

## Addendum

Principal: \_\_\_\_\_

Surety: \_\_\_\_\_

Re: Performance Bond No.:

Maintenance Bond No.:

Statutory Bond No.:

Principal: \_\_\_\_\_

Obligee/Owner/Developer: \_\_\_\_\_

Additional Obligee: **City of Spring Hill, Kansas, a Kansas municipal corporation**

Project: \_\_\_\_\_

This Addendum is to be attached to, and form a part of, each of the above-mentioned Bonds.

It is agreed that the reference in the Bond to which this Addendum is attached to the written agreement between the Principal and the Obligee/Owner/Developer, shall refer, collectively, to the following three agreements: (a) to the Improvement Agreement dated \_\_\_\_\_, 20\_\_\_\_\_, between the Additional Obligee and the Obligee/Owner/Developer, which Improvement Agreement concerns the same improvements as those referenced in the Bond to which this Addendum is attached; (b) to the Agreement dated \_\_\_\_\_, 20\_\_\_\_\_, between the Additional Obligee, Principal, and Obligee/Owner/Developer concerning the Bond to which this Addendum is attached; and (c) to the written agreement between Obligee/Owner/Developer and the Principal referenced in the Bond to which this Addendum is attached.

It is further agreed that the obligation of the Principal and Surety under the Bond to which this Addendum is attached shall include the obligations of the Obligee/Owner/Developer under the said Improvement Agreement referenced in subpart (a) above, the obligations of the Principal and Obligee/Owner/Developer under the Agreement referenced in subpart (b) above, and the obligations of the Principal under the written agreement referenced in subpart (c) above. obligations of the Principal under the written agreement referenced in subpart (c) above.

The Surety shall provide an Additional Obligee rider with the Performance Bond and the Maintenance Bond, naming the City of Spring Hill, Kansas, as an additional obligee.

It is further agreed that the three agreements referenced in subparts (a), (b), and (c) above are all incorporated by reference into this Addendum.

This Addendum shall be effective as of the time the Bond to which it is attached becomes effective.

**PRINCIPAL:**

\_\_\_\_\_  
(Name of Principal)

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

Capacity: \_\_\_\_\_

**SURETY:**

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_  
Attorney-in-Fact

By: \_\_\_\_\_  
Kansas Agent