

PERFORMANCE AND MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, _____
of _____, _____, as Principal, and _____
_____, 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 Lawrence, Kansas, as Obligee, hereinafter
referred to as City, in the penal sum of **Ten THOUSAND DOLLARS AND NO CENTS**
(\$10,000.00), lawful money of the United States of America, for the payment of which sum, well and truly
to be made to the City, we bind ourselves, our heirs, executors, administrators, successors, and assigns,
jointly and severally, by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the City has on the ____ day of _____, 20__, issued to Principal a Right-of-Way
Permit, hereinafter referred to as the Permit, allowing Principal to perform certain work within the City's
public rights of way. The Permit is incorporated herein and is by reference made a part hereof.

NOW, THEREFORE, if said Principal shall, in all particulars, while working within the City's public rights of
way, promptly and faithfully perform each and every covenant, condition, and part of the Permit, as required
by the Permit, the City Code, and City Regulations, and if such work shall endure without need of repairs
or maintenance for a period of one (1) year from and after the date of the City's acceptance of the Principal's
work in the City's public rights of way, then this obligation shall become null and void; otherwise, it shall
remain in full force and effect.

PROVIDED FURTHER that, if the Principal is declared in default for failure to perform in accordance with
the Permit, the City, having performed the City's obligations hereunder, shall notify the Surety, who shall
either promptly remedy the default or shall, within fourteen (14) days from the date of written notice from
the City: (1) commence completion or repair of the work; (2) commence the process of obtaining a bid or
bids for completion or repair of the work; or (3) pay to the City sufficient funds to pay the cost of completion
or repair of the work.

PROVIDED FURTHER that, if the work requires repairs or maintenance within the one-year period from and after the date of the City's acceptance of the Principal's work in the City's public rights of way, then Principal and Surety shall be responsible to the City for the prompt payment of the penal sum to the City for such repairs or maintenance, including any incidental costs associated therewith, which shall include but not be limited to the costs of consultants, engineering investigations, testing, analysis, and any other costs incurred to determine the cause of the defect or the necessary repairs and maintenance, as well as any attorneys' fees incurred in the collection of this Performance and Maintenance Bond.

PROVIDED FURTHER that the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Permit, to the work to be performed thereunder, or to any specifications or regulations accompanying the same, shall in any way affect its obligation on this Performance and Maintenance Bond and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the Permit, to the work to be performed thereunder, or to the specifications or regulations accompanying the same.

IN TESTIMONY WHEREOF, the Principal has hereunto set his, her, or its hand, and the 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 on this, the ____ day of _____, 20__.

PRINCIPAL

BY _____ (Seal)

SURETY

BY _____ (Seal)
Attorney-in-Fact

State Representative

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