

BOND REQUIREMENTS

LABOR AND MATERIAL PAYMENT SURETY BOND

- A. A LABOR AND MATERIAL PAYMENT SURETY BOND: running to the State of Kansas in a sum not less than the sum total of the purchase order/contract, conditioned that the Contractor or a Subcontractor of the Contractor shall pay all indebtedness incurred for labor furnished, materials, equipment, or supplies used or consumed in connection with or in or about the construction improvements or repairs per the specifications.

- B. Said Bond shall be approved by and filed with the Clerk of the District Court, Sedgwick County Courthouse, 11th Floor, 525 North Main, Wichita, Kansas, 67203, and the filing fee will be paid by the Contractor. In order to be acceptable, this Bond must be issued by a bonding company authorized to do business in Kansas by the Kansas State Department of Insurance. The Bond must delete any reference to a notice period or claims period that is less than the five (5) year statute of limitations applicable under Kansas law.

- C. The receipt for the filing of the Bond shall be furnished within ten (10) working days to the City Purchasing Manager, City Hall, 12th Floor, Wichita, Kansas, 67202, before the purchase order/contract is issued.

PERFORMANCE BOND

- A. A PERFORMANCE BOND, acceptable to the City of Wichita, in the amount of one hundred percent (100%) of the total bid must be furnished by the successful bidder. In order to be acceptable, this Bond must be issued by a bonding company authorized to do business in Kansas by the Kansas State Department of Insurance. The Bond must delete any reference to a notice period or claims period that is less than the five (5) year statute of limitations applicable under Kansas law.

- B. Said Bond shall be furnished, within ten (10) working days to the City Purchasing Manager, City Hall, 12th Floor, 455 North Main, Wichita, Kansas 67202, before the purchase order/contract is issued.

(01-01-03)

BOND TO THE CITY OF WICHITA

Bond # _____

KNOW ALL MEN BY THESE PRESENTS: That we _____
of the State of _____ in the City of _____ and having authority to do business
in the State of Kansas, as principal, and _____
a surety corporation of _____
and authorized to do business in the State of Kansas, as surety hereon, are held and firmly bound
unto the City of Wichita in the just and lawful sum of _____
Dollars, good and lawful money of the United States of America, to the payment of which the
said principal hereby binds itself, its heirs, administrators, executors, successors, trustees, and
assigns, and the said surety hereby binds itself, its successors, trustees, and assigns, all jointly
and severally, firmly by these presents.

Signed, sealed, and dated at _____, this _____ day of _____
_____ A.D.

THE CONDITION OF THE ABOVE OBLIGATION is such that whereas the said
principal, _____
of _____ has this _____ day of _____
_____ A.D. entered into a contract with the City of Wichita to furnish all of the materials
and labor necessary to construct and complete a certain public improvement in the City of
Wichita, as follows: _____
_____ according to the plans
and specifications therefore, heretofore approved by the City Council of the City of Wichita, and
on file in the Purchasing Office of the City of Wichita, and within the time and in compliance
with every provision of said contract, and to maintain the same for a period of _____ years
from date of completion, all in accordance with and as provided in said contract.

NOW THEREFORE if said principal shall well and faithfully and fully comply with all the requirements in the contract for said improvement, and shall complete same according to the terms thereof, and shall maintain said improvement in the manner and form set forth and required by said contract for the period of _____ years from date of completion, and shall save and hold the City of Wichita harmless for all claims and suits brought against it, or the City of Wichita for damages to property or injury to persons occasioned by or growing out of the construction of said improvement, or the failure or neglect of said principal to carry out said contract, or to complete and maintain said improvement and the works thereon as provided by the terms and provisions of said contract, then in that case, the obligation to be void; otherwise to be and remain in full force and effect.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, The said principal has executed and surety has caused these presents to be signed by its duly authorized Attorney-In-Fact the day and year herein written.

Principal

By _____
(Signature)

(print or type name and title)

City Attorney

Surety

Approved as to form: _____

By _____

BOND TO THE STATE OF KANSAS

STATUTORY PAYMENT BOND

(G.S. Kan. 60-1111, as amended)

Bond # _____

KNOW ALL MEN BY THESE PRESENTS, That we _____

as Principal, and _____

as Surety, are jointly and severally bound unto the State of Kansas in the sum of _____

Dollars (\$ _____), for the use and benefit of persons entitled thereto for which Payment shall well and truly be made, we hereby bind ourselves, our successors, heirs and executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT

WHEREAS, the said _____

has entered into a written contract with the City of Wichita, Kansas, for certain work in connection with the _____

District Court Bond # _____

Wichita, Kansas, under date of _____

NOW, THEREFORE, if the said Principal or the subcontractor or subcontractors of said Principal shall pay all indebtedness incurred for labor furnished, materials, equipment, or supplies used or consumed in connection with or in or about the construction of or in making such public improvement, this obligation shall be void; otherwise, it shall remain in full force and effect.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed and delivered this _____ day of _____, _____.

WITNESS:

Principal

By _____
(Signature)

(print or type name and title)

Surety

By _____
Attorney-In-Fact