



City of Annapolis

Department of Public Works
145 Gorman Street, 2nd Fl
Annapolis, MD 21401-2529

PWPermits@annapolis.gov • 410-263-7949 • Fax 410-263-3322 • TDD use MD Relay or 711 • www.annapolis.gov

Bond – Performance Stormwater Maintenance

Bond No. _____

THIS BOND ("Bond") is made this _____ day of _____, 20____, by _____, as principal ("Principal"), and _____, a business entity that is authorized to transact business in the State of Maryland and is organized under the laws of the State of _____, as surety ("Surety"), which by this Bond are held and firmly bound unto the City of Annapolis, a municipal corporation of the State of Maryland ("City"), in the sum specified below.

WHEREAS, the Principal has requested the City issue a grading permit, with a grading permit number of GRD _____ - _____ ("Grading Permit") in connection with Title 17 of the City of Annapolis Code ("Code"), as amended from time to time ("Code"), and the Construction Drawings referenced below, for a project located at _____ ("Project"); and

WHEREAS, in connection with the issuance of the Grading Permit, the City requires the Principal to provide security to the City to guarantee the Principal's performance of and completion of all terms and conditions of a stormwater maintenance agreement dated _____, 20____ (the "SWA"), and all related provisions of the Code.

NOW, THEREFORE, the Principal is held and firmly bound unto the City in the sum of _____ Dollars (\$_____), lawful money of the United States of America, provided to the City as a cash deposit, for the payment of which sum of money the Principal does bind itself and its personal representatives, legal representatives, successors, and assigns, jointly and severally, firmly by this Bond.

THE CONDITION OF THIS BOND IS AS FOLLOWS: If the Principal shall perform and accomplish all matters and things required by the SWA (and any extensions, alternations or modifications thereof), in the time and manner required, and if the Principal shall indemnify and save harmless the City from all loss, costs, or damages arising from a default under this Bond and under the SWA (and any extensions, alternations or modifications thereof), including all attorney fees incurred by the City, this obligation shall be void. Otherwise, this Bond shall remain in full force and effect.

1. The Surety's total obligation to the City shall not exceed the amount of this Bond.
2. The Surety shall not be liable for obligations of the Principal pursuant to this Bond that are unrelated to the SWA.
3. The City shall not be liable under this Bond for any reason, including but not limited to payment of any costs or expenses of associated with subcontractors or suppliers for work or services performed on behalf of the Principal in the performance of and completion of all terms and conditions of the SWA, and shall have no obligation to such subcontractors or suppliers unless they are retained by the City and then only for that work authorized.
4. This Bond shall be of one (1) year duration but shall automatically be extended, without notification to the Principal or the Surety, for successive one (1) year periods of time until the Project and all requirements of the SWA are finally completed as determined by the City, unless the Principal notifies the City, by certified letter to the City Attorney, 160 Duke of Gloucester Street, Annapolis, Maryland, 21401, no later than thirty (30) calendar days prior to the expiration date of this Bond, of its intention to substitute the Surety. The substitute surety shall be approved by the City and a substitute performance bond shall be in place, in a format approved by the City, prior to the expiration of this Bond.
5. The Surety hereby waives notice of any change, including changes of time, to the SWA or to other related contracts, purchase orders and obligations, and any such extensions, alterations or modifications shall not affect the obligation of the Surety under this Bond.

6. Notice to the Principal, the Surety and the City shall be mailed or hand delivered to the addresses shown on the signature page.

7. The venue for all actions brought pursuant to this Bond shall be the courts of Anne Arundel County, Maryland. The Principal, the Surety and the City hereby waive trial by jury in all such actions.

PRINCIPAL:

By: _____ (SEAL)

Name/Title: _____

Address: _____

Phone: _____

SURETY:

By: _____ (SEAL)

Name/Title: _____

Address: _____

Phone: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____ Date _____

OFFICE OF LAW
D. Michael Lyles, City Attorney
160 Duke of Gloucester Street
Annapolis, MD 21401
410-263-7954

Attach a Power of Attorney Certificate/Certification.