

**MAINTENANCE BOND
FOR PUBLIC WORKS AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, THAT we, _____ hereinafter called the “Developer”, and _____, a corporation incorporated under the Laws of the State of _____, hereinafter called the “Surety”, are held and firmly bound unto the Board of County Commissioners of Washington County, Maryland, hereinafter called “County Commissioners”, in the full and just sum of _____ dollars (\$_____), lawful money of the United States of America, to be paid to the County Commissioners or its assigns, to which payment will and truly to be made and done, we bind ourselves, our heirs, our executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Developer entered into Public Works Agreement No. _____, between the Developer and the County Commissioners for the construction and maintenance of infrastructure as described in said Public Works Agreement in accordance with Policy S-3, “Construction of Subdivision Infrastructure for Acceptance and Ownership by Washington County” (hereinafter the “Policy”) and has requested that said infrastructure for:

Subdivision Name/Section or Phase: _____

Recorded Plat No.: _____

Owner/Developer Name: _____

be accepted by the Board of County Commissioners into the Washington County system and has agreed to provide the aforementioned surety. The date of conditional acceptance of the infrastructure will be _____.

This Maintenance Bond (Bond No. _____) is to insure the workmanship, maintenance and repair of defects for the infrastructure constructed in fulfillment of the Developer’s obligations as set forth in the Policy and Public Works Agreement No. _____. This Maintenance Bond is for a period of two (2) years from the date of the conditional acceptance.

Whereas, it was one of the conditions of acceptance by the County Commissioners, pursuant to which said request being granted, that these presents should be executed.

Now therefore, the condition of this obligation is such that, if the Developer shall faithfully perform all the obligations of the Developer relating to the above described construction and maintenance under the Policy and the above referenced Public Works

Agreement, and shall fully indemnify and save harmless the County Commissioners from all costs and damages which the County Commissioners may suffer by reason of repair of all damage due to faulty materials or workmanship provided or done by contractor on said project, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The foregoing obligation, however, is limited by the following express condition, the performance of each of which shall be a condition precedent to any right of claim or recovery hereunder.

- 1. In the even of any default on the part of the Developer, a written statement of the particular facts showing the date and nature of such default shall be given by the County Commissioners and shall be forward by certified mail to the Surety.
- 2. If the Developer shall fail to comply with the provisions as stated above to such an extent that the County Commissioners shall execute its right to claim or recovery, the Surety will have the right and opportunity to assume the remainder of the Developer’s obligations and at its option to perform or sublet the same.
- 3. No suit or action may be maintained under this Bond unless it shall have been instituted within three (3) years from the date the infrastructure was conditionally accepted by the County.

Sealed with our respective seals and dated this ____ day of ____, 20____.

OWNER/DEVELOPER:

FOR INDIVIDUALS

Witness:

(Signature)

(SEAL)

Printed Name

Witness:

(Signature)

(SEAL)

Printed Name

Developer (if not owner): _____
Phone No.: _____
Address: _____

FOR ENTITIES (i.e. corporations, partnerships, limited liability companies)

ATTEST/WITNESS:

(Entity Name)

BY: _____ (SEAL)
(Signature)

(Printed Name and Title)

Developer (if not owner): _____
Phone No.: _____
Address: _____

Surety Agency

WITNESS:

BY: _____
Attorney-in-fact

Issuing Agency Contact Name and Title: _____
Company Name: _____
Phone No.: _____
Address: _____

Approved & Accepted by:

Approved as to form and legality:

Real Property Administrator
Washington County Division of Engineering
747 Northern Avenue
Hagerstown MD 21742
Phone: 240.313.2410

County Attorney