



Town of Berwyn Heights

5700 Berwyn Road
Berwyn Heights, MD 20740
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MAYOR
Stephen D. Isler
COUNCIL MEMBERS
Jason W. Papanikolas (Mayor Pro Tem)
Amanda M. Dewey
Jeffrey Jay Osmond
Ethan D. Sweep

Bond – Performance Right-of-Way Permit

Bond No. _____

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

WHEREAS, the Principal has requested the Town issue a Right-of Way permit, with a Right-of-Way permit number of _____ (“Right-of-Way”) in connection with Ordinance 118 Roads & Public Right-of-Ways of the Town of Berwyn Heights Code (“Code”), as amended from time to time (“Code”), and the Construction Drawings referenced below, for a project located at _____ (“Project”); and

WHEREAS, the construction drawings for the Project have been prepared by _____ and are dated _____, (“Construction Drawings”); and

WHEREAS, in connection with the issuance of the Right-of-Way Permit, the Town requires the Principal to provide security to the Town to guarantee the Principal’s performance of and completion of all terms and conditions of the Right-of-Way Permit, and all related provisions of the Code and the Construction Drawings.

NOW, THEREFORE, the Principal is held and firmly bound unto the Town in the sum of _____ Dollars (\$_____), in lawful money of the United States of America, provided to the Town 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 Right-of-Way Permit (and any extensions, alternations or modifications thereof), Ordinance 118 Roads & Public Right-of-Ways of the Town of Berwyn Heights Code as amended from time to time, and the Construction Drawings, in the time and manner required, and if the Principal shall indemnify and save harmless the Town from all loss, costs, or damages arising from a default under this Bond and under the Right-of-Way Permit (and any extensions, alternations or modifications thereof), including all attorney fees incurred by the Town, this obligation shall be void. Otherwise, this Bond shall remain in full force and effect.

1. The Surety's total obligation to the Town 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 Right-of-Way Permit, the obligations of Ordinance 118 Roads & Public Right-of-Ways of the Town of Berwyn Heights Code, as may be amended, and/or the Construction Drawings.
3. The Town 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 Right-of-Way Permit, and shall have no obligation to such subcontractors or suppliers unless they are retained by the Town 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 is finally completed as determined by the Town, unless the Principal notifies the Town, by certified letter to the Town Manager, 5700 Berwyn Road, Berwyn Heights, Maryland 20740, 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 Town and a substitute performance bond shall be in place, in a format approved by the Town, prior to the expiration of this Bond.
5. The Surety hereby waives notice of any change, including changes of time, to the Right-of-Way Permit 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 Town 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 Prince George's County, Maryland. The Principal, the Surety and the Town hereby waive trial by jury in all such actions.

PRINCIPAL:

By: _____ (SEAL)

Name/Title: _____

Address: _____

Phone: _____

SURETY:

By: _____ (SEAL)

Name/Title: _____

Address: _____

Phone: _____