



**SYSTEM EXTENSION PERMIT
PERFORMANCE AND MAINTENANCE BOND**

WSSC Permit Number: _____
Bond Number: _____
Date Bond Executed: _____

KNOW ALL PEOPLE BY THESE PRESENTS:

That _____,
(here insert the legal name of the Principal)

(here insert the address of the Principal)

as Principal, and

(here insert the legal name of the Surety)

(here insert the address of the Surety)

as Surety, hereinafter called “Surety”, are held and firmly bound unto the WASHINGTON SUBURBAN SANITARY COMMISSION (“WSSC”), Laurel, Maryland, a public and governmental corporate agency of the State of Maryland, hereinafter called Obligee, in the amount of _____ Dollars (\$_____) (hereinafter the “penal sum”), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has entered into a written agreement dated _____ with the Obligee, identified with WSSC Permit Number _____, which agreement and the documents referenced therein and work to be performed thereunder are hereinafter collectively referred to as the “Agreement”, and shall be deemed a part hereof to the same extent as if fully set out herein; and



WHEREAS, the Obligee has issued the aforesaid Permit for the project generally described as follows: _____

(the “Project”).

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly and faithfully perform said Agreement, (including any prevailing wage provisions and the obligation to guarantee and make good any defects in materials, equipment, and workmanship which may exist or arise in the work within the two-year maintenance period following completion of the work and issuance of a Release for Service), then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever Principal shall be, and declared by Obligee to be, in default under the Agreement, the Obligee having performed Obligee’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly perform and complete or cause to be completed, the Agreement in accordance with its terms and conditions. Surety shall indemnify and hold the Obligee harmless from any claims, injuries, damages, judgments or liens arising out of Surety’s failure to remedy the default or complete the Agreement in a timely manner.

Upon the satisfactory completion of the permitted construction work and the issuance of a Release for Service for the Project by the Obligee, the two-year maintenance and guarantee period for the Project shall commence and the penal sum of this bond shall be reduced for such period as follows:

- a) The penal sum for the first year of the maintenance and guarantee period shall be reduced to equal fifty-percent (50%) of the initial penal sum set forth above;
- b) The penal sum for the second year of the maintenance and guarantee period shall be further reduced to equal twenty-five percent (25%) of the initial penal sum set forth above.



Obligee's acceptance of work, issuance of a partial or full Release for Service, or assumption of ownership, maintenance and operation responsibility for the Project shall not terminate this bond, nor shall they constitute a waiver or other release of the Principal or Surety or of their obligations under this bond.

The Surety hereby waives notice of any change, alteration or extension of time to the Agreement or any obligations thereunder.

Any suit under this bond must be instituted in accordance with any applicable statutes of limitations under Maryland law.

No right of action shall accrue on this bond to or for the use of any person, corporation or entity other than the Obligee and its successors and assigns.

This bond is executed in two (2) counterparts, each of which shall, without proof or accounting for the other counterpart, be deemed an original thereof.

IN WITNESS WHEREOF, we have set our hands and seals this _____ day of _____, _____.

Attest:

By: _____ (seal)
(Principal Signature)

By: _____
(Printed Name) (Title)

Attest:

_____ (seal)
(Surety Signature)

(Attorney-in-Fact)

*NOTE: Attach hereto Power of Attorney