



City of **Rockville**

Mayor and Council of Rockville, Maryland

**CASH PERFORMANCE BOND – Public Right-of-Way**

for

**ROADS, CURBS, GUTTERS, SIDEWALKS, WATER LINES, STORM AND  
SANITARY SEWER LINES, STREET TREES, STREET LIGHTS,  
MONUMENTS, AND OTHER PUBLIC FACILITIES**

RE: Permit No. \_\_\_\_\_ for \_\_\_\_\_

\_\_\_\_\_ dated \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: as a requirement for, and condition of the above referenced permit, (the “**Permit**”), \_\_\_\_\_ (the “**Permittee**”), hereby binds itself and its successors and assigns, to the Mayor and Council of Rockville (the “**City**”) in the amount of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
(Write Full Amount)

by depositing said amount (the “**Security**”) with the City, subject to the conditions stated below.

The condition of this Cash Bond is that if Permittee shall fully perform the following requirements in a manner satisfactory to the City, then this Security shall be discharged, but otherwise it shall remain in full force and effect:

1. complete within the prescribed time limits all work required under the terms and conditions of the Permit;
2. provide and maintain the Security in full force and effect until all work required by the Permit is completed and accepted by the City;
3. comply with all applicable ordinances and requirements of the City;
4. indemnify and save harmless the Mayor and Council of Rockville from all expenses, damages, claims and actions arising from or relating to the performance or nonperformance of the work required of the Permittee, its agents, employees or subcontractors under the Permit and applicable laws and regulations; and
5. forfeit any and all portions of the bond or other securities to satisfy unpaid fines or penalties owed for violations of Chapter 21 of the Rockville City Code and reimburse costs incurred by the City to correct violations if reasonable efforts to correct the violation or to remit the fine have not been undertaken.

The City shall retain the Security for up to the full amount thereof until Permittee promptly completes, and the City accepts, all work required under the Permit, or, when applicable, posts substitute security. If Permittee fails to satisfy any of the conditions of this Bond the City has the option, but in no way is required to utilize the security to complete the work covered by the Permit. Upon the satisfactory completion of the work as required, the City shall return the Security or its proceeds less the amount of any claims, damages, or costs incurred by the City in connection with this Bond.

WITNESS

PERMITTEE

\_\_\_\_\_

By \_\_\_\_\_

Print name \_\_\_\_\_

Title \_\_\_\_\_

STATE OF \_\_\_\_\_

ss:

COUNTY OF \_\_\_\_\_

I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_