

# MAINTENANCE BOND (PERFORMANCE BOND)

KNOW ALL MEN BY THESE PRESENTS THAT WE, \_\_\_\_\_ as Principal

(hereinafter called the Obligor), and \_\_\_\_\_ as surety, and held firmly bound to the Board of County Commissioners, Butler County, Ohio (hereinafter called the County) in the sum of \$ \_\_\_\_\_ (10% of the cost of the water and/or sanitary sewer improvements) to the payment of which sum, well and truly to be made, we do bind ourselves, heirs, executors and administrators, jointly and severally, by these presents.

Signed by us and dated at \_\_\_\_\_, Ohio this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

WHEREAS, the Obligor has requested authorization from the County to extend the Butler County public water and/or sanitary sewer system to the following lots and lands:

Subdivision \_\_\_\_\_

Township \_\_\_\_\_ Section \_\_\_\_\_ Town \_\_\_\_\_ Range \_\_\_\_\_

NOW, THEREFORE, the conditions of authorization by the County are as follows:

**PERFORMANCE BOND** - The Obligor agrees that if said water and/or sanitary sewer improvements are installed in conformance with the improvement plans, as approved by the County, and the standard specifications, rules and regulations of the County, said Obligor will submit to the County three (3) sets of "As Built" improvement plans (1-Black Line Mylar and 2-Blue Line copies) with the minimum basement elevations and the recorded actual locations of all pipes, valves, services, etc., signed and sealed by the Obligor's engineer certifying the accuracy of the information. Said "As Builts" shall be submitted within Sixty (60) days of the date service is initiated to any part of the improvement. The Obligor further agrees to reimburse and repay the County for all outlays and expenses incurred by the County in having to complete said "As Built" in the event of default, which obligation shall not exceed the sum of \$ \_\_\_\_\_ (10% of the installation cost of said water and/or sewer improvements). The proceeding Performance Bond is in no way to be construed to bind the Obligor or Surety to the installation of said water and/or sewer improvements.

**MAINTENANCE BOND** --- For a Period of one (1) year, beginning from the date the improvement is completed and tested by the Obligor and accepted by the County, the Obligor shall remain bound in the amount of \$ \_\_\_\_\_ (10% of the improvement cost) to indemnify the County against any loss, damage or expense arising directly by reason of defective materials or workmanship used in the construction of said improvements or as a result of other improvements, adjustments, etc., completed or authorized by completion by the Obligor. The Obligor further agrees to make all repairs, replacements, etc., promptly on notice by the County or to reimburse the County for all expenses incurred in making such repairs, replacements, etc..

If the Obligor shall faithfully perform the above conditions, when this obligation shall be void; otherwise to remain in full force and virtue in law.

Executed in presence of:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Insurance Company

\_\_\_\_\_  
Agent - name

\_\_\_\_\_  
Agent - signature

\_\_\_\_\_  
Agent - mailing address

\_\_\_\_\_  
Agent - phone

Bond Accepted:

\_\_\_\_\_ 20 \_\_\_\_\_

SURETY ADDRESS

\_\_\_\_\_  
\_\_\_\_\_