

Bond Number _____

**STORM WATER MANAGEMENT PLAN
PERFORMANCE GUARANTEE CASH BOND**

_____, as Principal, is held firmly bound to the Charter Township of West Bloomfield, a Michigan Municipal Corporation in the sum of _____ (\$ _____), lawful money of the United States. This cash bond and performance guarantee is binding on the Principal's heirs, executors, administrators, successors and assigns, jointly and severally.

This Bond is given as security for the obligations of Principal to complete the storm water management and facilities as specified in the Storm Water Management Plan and/or Engineered Site Grading Plan for the property and project identified herein, as approved by the Charter Township of West Bloomfield ("Township"); to complete the construction of those facilities; and thereafter maintain them in a clean, unobstructed manner and in good working order; and agrees to perform all maintenance of the System(s) described in the Approved Storm Water Management Plan.

The Project and System(s) are as follows:

Engineering Project No. PENG

Storm Water Management Plan Approval, which includes:

Principal is obligated to complete the construction of the above identified improvements; and thereafter maintain them in a clean, unobstructed manner and in good working order; and to perform all maintenance of the System(s) described in the Approved Storm Water Management Plan. All costs incurred by the Township in administering and enforcing the approved Storm Water Management Plan including actual costs and expenses of inspections, consultants, correction of deficiencies, legal fees and an administrative fee equal to 25% shall be reimbursed to the Township from the Performance Guarantee Cash Bond.

This Bond and the obligations of Principal under it shall be in full force and effect for two (2) years after completion of construction of the storm water management facilities, or completion of construction on all phases of the project, whichever date is later.

It is a further condition of this Bond that the Principal shall fully indemnify, defend and hold the Township, and its officers, officials and employees harmless from all claims for damages or injuries to persons or property arising from or related to the acts or omissions of Principal, its servants, agents or employees in the construction or repair of the System(s), including claims arising under the worker's compensation laws of the State of Michigan.

Written notices by the Township under this Bond may be provided by personal delivery or mail, and the Principal consents to such service on its employees and/or agents. Notices by



the Principal to the Township relating to this Bond shall be provided to the Township Supervisor, Township Treasurer and Director of the Township Engineering Department.

This Bond was executed by the Principal on the date indicated below, with the authority of the persons signing this Bond confirmed by the attachments hereto.

The date of the signature shall be considered the date of this Bond, which is

_____.

PRINCIPAL (CONTRACTOR/OWNER):

Date: _____

Name: _____

Address: _____

WITNESS:

Print name:

(Signature)

Print name:

Title: _____

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