STREET CLEANING AND EROSION & SEDIMENT CONTROL BOND



3715 Bridgeport Way W University Place, WA 98466 PH: (253) 566-5656 FAX: (253) 460-2541

		Bond Number:
RE:	Permit No.:	Address/Location:
	Project Name:	Owner/Developer/Contractor:
	We,	, of, Washingtor
as Pri		, a corporation organized and existing under and b
		authorized to do so, and doing business as a Suret
		hington, as Surety, are jointly and severally held and firmly bound unto the City of hington, in the penal sum of
		payment of which sum on demand we bind ourselves, and our successors, heirs, assigns
	nistrators or personal re WHEREAS, the P	resentatives, as the case may be. ncipal is developing a certain tract of land in the City known a
		, with plans prepared by
storm	nwater drainage and to	pment requires the construction of erosion and sediment control facilities to collect event stormwater erosion, and the development also requires that streets and rights-of bris to prevent disturbance to storm drainage systems; and
,	•	quires that a good and sufficient bond be furnished by the Principal guaranteeing th
satisf	•	ne above described erosion and sediment control facilities and satisfactory cleaning of
street	ts as shown in deta	on the construction plan(s), site plan(s), and as approved by the City o_, 20, and as conditioned under the above referenced permit.
		rincipal agrees to perform the following:
4 0		Principal agrees to perform the following.

- 1. Construct the erosion and sediment control facilities described herein in accordance with the approved plans and specifications, the University Place Municipal Code and other applicable laws to the satisfaction of the City; and
- 2. Obtain City approval of the completed erosion control facilities; and
- 3. Maintain all erosion and sediment control facilities and keep the associated streets, storm drainage systems, drainage courses, and adjacent properties free of sediment and debris in a manner acceptable to the City until the project is completed, the site is stabilized, and a written release is received from the City; and
- 4. Immediately repair any defective condition; and
- 5. Pay the costs incurred in completing and maintaining the erosion and sediment control facilities described herein; and
- 6. Secure all maintenance and defect guarantees to the satisfaction of the City as required under the University Place Municipal Code.

The Principal further agrees and grants to the City, its elected officials, officers, employees, and authorized agents, the right to enter onto the property in order to construct or repair the required erosion and sediment control facilities and to fulfill the applicable permit conditions.

In the event the Principal fails to perform the work, or keep the street, storm drainage systems, drainage courses and adjacent properties free of sediment and debris in a manner acceptable to the City and in accordance with the permit conditions and the approved erosion and sediment control plans and specifications, the Surety shall be liable under this bond, up to the amount of the bond, for the full amount of the City's expenses to construct or repair the improvements, construction and maintenance of erosion and sediment control facilities as identified in the permit; removing and disposing of sediment and debris from the public streets, storm drainage systems, drainage courses and adjacent properties; and the remediation of any damages resulting from the Principal's failure to do so.

Because of the immediate harm to public health, safety, and the environment from failure of erosion and sediment control facilities and sediment in public streets, the Surety agrees to cure any default within five (5) days of written notice that the Principal has defaulted on all or part of the terms guaranteed by this bond. If, in the sole

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discretion of the City, there exists an imminent danger of harm to the public health, safety, or the environment, prior notice of any default is waived and the City may perform the required maintenance or repair; the Surety shall tender to the City the demanded sum, up to the amount of the bond, within 14 days of notice of the demand and default. If the amount necessary for the City to cure the default is less than the amount tendered, the City will return, without interest, any overpayment to the Surety.

No change, extension of time, alteration or addition to work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond and the Surety waives notice of any such change, extension, alteration, or addition.

The Principal hereby agrees that the Principal's obligation to perform the required work is not limited to the amount of funds held by the Surety. This bond is irrevocable and cannot be cancelled by the Surety or by the Principal.

This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and until the bond is released in writing by the City at the written request of the Surety or Principal.

Dated this day of	, 20
PRINCIPAL:	SURETY: *Officer's signature to be notarized below (not the applicant's) and power of attorney attached.*
Name of Principal	Name of Surety Officer
Signature of Principal	Signature of Surety Officer
Address	Address
Telephone Number	Telephone Number
STATE OF WASHINGTON) ss.	
COUNTY OF)	
was authorized to execute the instrument and ack	that he/she signed this instrument and on oath stated that he/she nowledged it as the (title) (surety) to be the free and voluntary act of such party for the uses
GIVEN under my hand and official seal of this	day of 20
	Signature:
	My commission expires:
	Approved as to form:
	By: Office of the City Attorney Date