

# 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 \_\_\_\_\_, Washington, as Principal, and \_\_\_\_\_, a corporation organized and existing under and by virtue of the State of \_\_\_\_\_ authorized to do so, and doing business as a Surety company in the State of Washington, as Surety, are jointly and severally held and firmly bound unto the City of University Place ("City"), Washington, in the penal sum of \_\_\_\_\_ (\$\_\_\_\_\_ ) for the payment of which sum on demand we bind ourselves, and our successors, heirs, assigns, administrators or personal representatives, as the case may be.

WHEREAS, the Principal is developing a certain tract of land in the City known as \_\_\_\_\_, with plans prepared by \_\_\_\_\_, Engineer; and

WHEREAS, the development requires the construction of erosion and sediment control facilities to collect stormwater drainage and to prevent stormwater erosion, and the development also requires that streets and rights-of-way be kept free of soil and debris to prevent disturbance to storm drainage systems; and

WHEREAS, the City requires that a good and sufficient bond be furnished by the Principal guaranteeing the satisfactory performance of the above described erosion and sediment control facilities and satisfactory cleaning of streets as shown in detail on the construction plan(s), site plan(s), and as approved by the City on \_\_\_\_\_, 20\_\_\_\_\_, and as conditioned under the above referenced permit.

NOW THEREFORE, the 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

