# STORMWATER CONTROL PRACTICE CONSTRUCTION BOND

WHEREAS, [APPLICANT] has applied the City of Columbus for final approval of the [stormwater CC plan nO.] in connection with [PROJECT NAME], which plan requires the construction of stormwater control practices (SCPs) as required by the City of Columbus Stormwater Drainage Manual (SWDM) and [APPLICANT’S] approved stormwater management plan; and

WHEREAS, the SWDM requires [APPLICANT] to provide a bond to guarantee the construction of the required SCPs; and

WHEREAS, [APPLICANT] shall construct the required SCPs within two years of the Effective Date, as defined herein; and

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned

 [APPLICANT ] , as Principal, and

 , as Surety, are

hereby held and firmly bound into the City of Columbus, Ohio, as Obligee, in the sum of

 ( ) Dollars, for payment which

well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,

administrators, successors, and assigns.

Signed this day of , 20 \_\_ \_ (“Effective Date”)

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal desires to engage in land-disturbing activity requiring approval by the City of Columbus Department of Public Utilities Division of Sewerage and Drainage Stormwater Regulatory Management Section, which activity requires the construction of stormwater SCPs as stipulated in the City of Columbus Stormwater Drainage Manual (SWDM) and in accordance with the approved [stormwater CC plan nO.], which plan is hereby incorporated herein and made a part of this bond by reference, the condition of this obligation is such that if the Principal constructs the stormwater SCPs in full compliance with the [stormwater CC plan nO.] and with the applicable sections of the Columbus City Code and the SWDM, including but not limited to the construction and subsequent City-authorized removal of any temporary sediment settling ponds and sediment traps and final acceptance by the City of required permanent post-construction stormwater control facilities, within two years of the Effective Date, then the above obligation shall be void; otherwise, it shall remain in full force and effect.

The said Surety hereby stipulates and agrees that, upon receiving written notice from the City of Columbus, Ohio that the Principal has failed to perform the things agreed by to it be done according to the terms of this Stormwater SCP Construction Bond then the Surety shall assume the performance of these things and shall undertake to do so within ten (10) days of receipt of written notice from the City of Columbus. The City of Columbus, after reasonable notice to surety, or without notice to surety in case of emergency, may arrange for performance of the Principal’s obligations, and Surety shall reimburse the City of Columbus such reasonable costs, but in no event shall the aggregate liability of surety exceed the amount of this bond.

The said Surety hereby stipulates and agrees that no modifications, omissions or additions, in or to the terms of the said [stormwater CC plan nO.] shall in any way affect the obligations of said Surety on its bond and it hereby does waive notice of any such modifications, omissions or additions, in or to the terms of the said Stormwater SCP Construction Bond.

(Principal must indicate whether Corporation, Partnership, Company or Individual)

The person signing for the Principal and the Surety shall sign their own name and indicate their title; the persons signing for corporations shall show their authority to bind the corporation by affidavit.

(Principal)

(Corporation, Partnership or Individual)

By:

(Printed Name and Title)

(Surety)

By:

**AFFIDAVIT**

STATE OF

COUNTY OF , SS:

 , being duly sworn, deposes

 (Name of Affiant)

and that he/she is of ,

 (Title) (Owner)

having its principle offices at

 .

Affiant further states that is constructing the stormwater control

 (Contractor)

practices in accordance with [stormwater CC plan nO.] on behalf of Owner and said Contractor is an

authorized representative of Owner for purposes of providing this Stormwater Control Practice

Construction Bond.

Further Affiant Saith Naught

 Signature of Affiant:

 Print Name:

 Sworn to before me, a notary public, this day of , 20 .

 Notary Public