

STORMWATER BMP CONSTRUCTION BOND

WHEREAS, [APPLICANT] has applied the City of Columbus for final approval of the [STORMWATER CC PLAN] in connection with [PROJECT], which plan requires the construction of stormwater best management practices (BMPs) 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 BMPs; and

WHEREAS, [APPLICANT] shall construct the required BMPs 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 BMPs as stipulated in the City of Columbus Stormwater Drainage Manual (SWDM) and in accordance with the approved [STORMWATER 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 BMPs in full compliance with the [STORMWATER 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 BMP 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] 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 BMP 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:_____

(Title)

(Surety)

By:_____