

# STORMWATER MAINTENANCE BOND

Bond No. \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS**, that I/we, \_\_\_\_\_,  
as Principal, and \_\_\_\_\_, a corporation organized and doing  
business under and by virtue of the laws of the State of \_\_\_\_\_, and  
duly licensed to conduct a general surety business in the State of Washington as  
Surety, are firmly bound jointly and severally by these presents, unto the County of  
Whatcom as Obligees for payment under the terms hereinafter stated in the sum of  
\_\_\_\_\_ dollars (\$ \_\_\_\_\_).

**WHEREAS**, the undersigned Principal and Surety warrant the design, and guarantee  
the workmanship and materials used in the construction of the stormwater system, for a  
period of two years from the date of written acceptance of said system(s) by the County  
Engineer as constructed to County Standards in that project known as \_\_\_\_\_;

**NOW, THEREFORE**, the Principal and Surety agree to the following:

1. In case of emergency repairs, as the County determines them to be that, the County may perform the work with the following stipulations:
  - a. The Principal will reimburse the County for its efforts. The security provided herein shall be applied to cover the cost of repair of defects in the constructed facilities as those defects are identified by the County Engineer during the guarantee period.
  - b. The release of the security on the effective date shall be for the amount of the security, minus the cost of emergency repairs made by the County.
2. In case of repairs or maintenance other than emergency:
  - a. The Principal shall perform all necessary repairs at its own expense.
  - b. Failure by the Principal to satisfactorily perform the necessary repairs or maintenance as determined by the County, within ten (10) days of notice by the County to the Principal shall be a basis for the forfeiture of the full amount of the security and transfer of the same to the County. The Principal's forfeiture of the security shall not relieve it of its obligation to perform necessary repairs and maintenance.
3. At the end of the two-year period, the Principal or the Surety shall request the County Engineer to perform an inspection of the stormwater system. If the stormwater system is found by the County Engineer to be in satisfactory condition, then this obligation shall become null and void upon the Surety's receipt of written release of funds from Whatcom County. Otherwise, this bond is to remain in full

force and effect until the Principal and Surety place the improvements in satisfactory condition as confirmed by County inspection, or until the County requests and receives the remaining funds from the Surety for the Principal's failure to perform the work secured by the assignment.

4. The release of this security following satisfaction of the conditions set forth in #3 above shall be for the amount of the security minus all cost attributed by the County to the Principal as set forth in the paragraphs above. The Principal or Surety shall pay those costs immediately to the County from the amount herein secured upon presentation of written request by the County to the Surety. The Principal shall hold the Surety harmless for any such payment of funds to the County.

IN WITNESS WHEREOF, the seal and signature of the said Principal is hereto affixed and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at \_\_\_\_\_, Washington, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Print

Address \_\_\_\_\_  
\_\_\_\_\_

SURETY

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Print

Address \_\_\_\_\_  
\_\_\_\_\_

Accepted on behalf of Whatcom County:

\_\_\_\_\_  
Assistant Director of Public Works

Approved as to form as of 01/05/07:

*Daniel L. Gibson*  
\_\_\_\_\_  
Daniel L. Gibson  
Senior Civil Deputy Prosecutor