

**CITY OF THOUSAND OAKS
PUBLIC WORKS DEPARTMENT**

GRADING BOND

NOTICE IS HEREBY GIVEN TO ALL PERSONS:

That _____, hereinafter referred to collectively as "Principal", and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized and licensed to transact surety business in the State of California, and hereinafter referred to as "Surety", are held and firmly bound to the City of Thousand Oaks, hereinafter referred to as "City", in the sum of _____ Dollars (_____), for the payment of which Principal and Surety bind themselves, their heirs, legal representatives, executors, administrators, successors and assigns, jointly and severally, as follows:

WHEREAS, Title 7 of the City of Thousand Oaks Municipal Code provides that an applicant for a Grading Permit must provide a bond, as hereinafter conditioned, to ensure compliance with all terms of the Code and the Grading Permit including but not limited to installation of approved plant material, irrigation and necessary irrigation costs, until the required 90 percent establishment and coverage of manufactured slopes is approved by the Public Works Department; and,

WHEREAS, Principal has applied for Grading Permit No. _____ in order to perform grading and landscaping per City Drawing # _____ on the premises known as:

(address, tract, project or entitlement number); and,

WHEREAS, Surety further agrees to notify the City Engineer in writing of any change in Surety's mailing address.

NOW, THEREFORE, THE CONDITIONS OF THIS BOND ARE AS FOLLOWS:

1. All work will be done in accordance with approved plans and specifications and in compliance with the terms and conditions of the Grading Permit and all applicable laws, including but not limited to installation of approved plant material, irrigation and necessary irrigation costs, and permanent stormwater BMP's until the 90 percent establishment and coverage of manufactured slopes is approved by the Public Works Department.

2. Implementation and maintenance of all erosion control measures as required on the approved Erosion Control Plans, SWPPP, and/or SWPCP shall be maintained throughout the full duration of the project. Said measures shall include additional requirements as imposed by the City Engineer to prevent runoff of pollutants from entering the City right-of-way or storm drain facilities.

3. All landscaping and irrigation systems and permanent storm water BMP's shall be installed prior to occupancy of buildings and in accordance with City approved plans and specifications or within six months from the date of termination of grading, whichever first occurs.

4. Principal shall perform guarantee all work and comply with all conditions required under the permit and the Thousand Oaks Municipal Code, until the time of final acceptance and receipt of fine grading certification. Any outstanding or remaining work, such as landscape coverage or permanent BMP's shall be guaranteed by separate replacement cash security.

5. In the event Principal fails to comply with the provisions of the permit and all applicable laws, Surety agrees that it will promptly complete the work required to make the premises safe to persons and property to the satisfaction of the City Engineer, including but not limited to Erosion Control and Site Stabilization work. In the event Surety fails to promptly do so, Surety will pay City all costs and expenses incurred by City in making the premises safe to the satisfaction of the City Engineer. In the event legal action is necessary to enforce this obligation, Principal and Surety agree to pay all costs incurred therein.

6. Principal and Surety agree to any reasonable and necessary extension of time granted by the City Engineer for the completion of the work under the Grading Permit.

7. Principal and Surety agree to compensate City for all costs and expenses incurred by City in causing any and all required work to be completed under the Grading Permit.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on _____, _____.

SURETY

PRINCIPAL

Print Name

Print Name

Title: _____
Date: _____

Title: _____
Date: _____

Mailing Address:

Mailing Address:

Telephone: _____
FAX: _____
E-mail: _____

Telephone: _____
FAX: _____
E-mail: _____

ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____
County of _____)

On _____ before me, _____, Notary Public
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)