

Bond No. _____

Effective Date: _____

EROSION CONTROL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

that _____
(herein insert the legal name of the person, company or corporation owning the property)

developed as the Owner (hereinafter referred to as the "Principal"), and

(herein insert the legal name of the person, company or corporation acting as Surety with address and telephone number)

as Surety (hereinafter referred to as the Surety) hold themselves jointly and firmly bound to the City of Atlanta, Fulton and Dekalb Counties in the State of Georgia, (hereinafter referred to as the "City"), in the amount of

DOLLARS

(herein insert the bond amount of \$3,000.00 per acre for areas of disturbance one and one-tenths acres and larger or the \$3,000.00 minimum for sites under one and one-tenths acres having cut and/or fill amounts over 500 cubic yards)

and, should the Principal or his Agent(s) fail to meet each and every condition of this obligation as hereinafter set forward, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly, firmly, and severally by these presents to the City in the amount as set forth above, and

WHEREAS, the Principal had entered into a Contract with _____

(herein insert the name and full identification of the Contractor/Agent with address)

for the purpose of _____

(herein insert the project purpose, project name or title, and its address/location)

all to be constructed or installed in accordance with those certain Architectural/Engineering Plans or Drawings entitled:

(herein insert the title of Drawings) Dated _____

and the General Conditions and Technical Specifications of the aforesaid Contract (hereinafter collectively referred to as the "Plan") which is incorporated herein by reference, and

WHEREAS, the Plan includes the requirement that the Principal, his or her Agents, Contractors, Sub-contractors and employees shall conform to Article III, GRADING LAND-DISTURBING AND STORM WATER MANagements, Section 74-101 and Article II Section 74-36 of the Code of Ordinances of the City by installing and maintaining an effective erosion and sediment control system consisting of, but not limited to, silt fences, hay bales, berms, silt ponds, detention ponds, conduits, inlets, rip-rap, head walls, the installation of temporary and permanent ground cover and other devices as specified in the Plan.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS:

1. The Principal and Surety, their Agents, Contractors, Sub-Contractors and employees shall, during the period of earth disturbing activity and for one (1) year after completion of the work set forth in the Plan (date of completion as certified in writing by the Commissioner of Public Works or the City or duly authorized Agent; to with, that the said work has been completed in substantial conformance with the requirements of Section 74.101 and Article II Section 74.36 of the Code of Ordinances of the City), shall indemnify and hold harmless the City of Atlanta, its officers and Agents from all costs and expenses for any actual or claimed damages to persons or property and injuries or loss of life of any person to which the City or its officers or Agent may be subjected to by reason of ah want of care or skill, default in the work or failure of performance on the part of the Principal, his or her Agents, Contractors, Sub-Contractors or employees in complying with the said Sections Article III 74.101 and Article II Section 74.36 of the Code of Ordinances of the City.
2. If, in the opinion of the Commissioner of Public Works of the City or his designee, the Principal, his or her Agents, Contractors, Sub-Contractors or employees in fact exhibit lack of care or skill, have a defect in the work or failure of performance or otherwise fail to comply with Sections Article III 74-101 and Article II Section 74-36 of the Code of Ordinances of the City and the Plan as may be modified or approved by the Commissioner of Public Works or his designee, and fails to correct the same within five (5) days of receiving notice in writing from the said Commissioner or his designee, the City may thereupon enter on the property of the Principal with such equipment, materials and labor as may be required to accomplish the work to repair or modify such defects in protecting or repairing such damages on or off the site which may have occurred because of said defects or defaults, or cause to have such modifications, defects or defaults corrected and the City may recover the cost thereof from the Surety.

3. The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Plan shall in any wise affect its obligation on this bond and hereby waive any requirement of notices for any such changes, extensions of time, modification, alterations or addition to the Plan insofar as these may effect the obligation of the Surety to the City of Atlanta.

4. If the Principal, his or her Agents, Contractor, Sub-Contractors or employees shall promptly and faithfully perform and comply with Article III, Grading and Storm Water Management Section 74-100 and Article II, Land Disturbing Activities, Section 74-36 indemnify and hold harmless the City, its officers and employees from all costs, expenses, damages, injury or loss to which the City, its officers, and its employees may be subjected to by reason of want of care or skill, default in the work, or failure or performance on the part of the Principal, his or her Agents, Contractors, Sub-Contractors, or employees as provided for herein above, then this obligation shall become null and void; otherwise it shall remain in full force and effect.

Signed and sealed this _____ day of _____ .

IN THE PRESENCE OF: _____ (SEAL)
 _____ (PRINCIPAL)

By: _____
 _____ (TITLE)

_____ (SEAL)
 _____ (SURETY)

By: _____
 _____ (TITLE) Attorney in Fact