



WATER ENVIRONMENT SERVICES
STORM & SANITARY SYSTEM
WARRANTY BOND



Surety Company Bond No. \_\_\_\_\_

\_\_\_\_\_, as Principal, and \_\_\_\_\_

\_\_\_\_\_, as Surety authorized to transact surety business in Oregon, are jointly and severally held and bound unto Water Environment Services ("WES") in the sum of \_\_\_\_\_ Dollars ("Total Bond Sum") for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns firmly by these presents.

THE CONDITION OF THIS BOND applies to the following development:

\_\_\_\_\_ (the "Project"), and covers

- [ ] the Sanitary Sewer System, bond amount \$ \_\_\_\_\_, \_\_\_\_\_ (initials)
[ ] the Storm Sewer System, bond amount \$ \_\_\_\_\_, \_\_\_\_\_ (initials)

The Project was approved by WES and a permit therefore issued, subject to certain conditions, stipulations, rules, regulations and provisions provided for in said permit, a copy of which is attached hereto and is hereby made a part of this bond ("Permit"), and specific reference is now made to all of the terms, provisions, specifications, rules and regulations and requirements set out, declared and provided for in said permit.

And, the said Principal agrees to maintain, repair, replace and be responsible for damage to the sanitary and/or storm sewer (as indicated above) for a period of not less than one year following the date the District accepted the system. At the end of the one year period, the Principal may petition WES for release of the bond; otherwise, the bond will remain in full force and effect. Upon notification from the District, the Principal shall complete corrective measures to the satisfaction of the District within thirty (30) days. The District may perform emergency work without notice to the Principal or Surety. All work performed by the District due to the nonperformance of the Principal or in response to an emergency shall be reimbursed to the District within thirty (30) days of invoice. If the Principal fails to reimburse the District in thirty (30) days the District may demand payment from the Surety.

If the Principal herein shall faithfully and truly comply with the terms, provisions, conditions, stipulations, rules, regulations and requirements of said Permit and shall in all respects, whether the same be enumerated herein or not, faithfully comply with the same, and shall indemnify and save harmless WES and Clackamas County, and their elected officials, officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the terms of the Permit by the Principal or its subcontractors, and shall in all respects perform said Permit according to law, then this obligation is void; otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Permit or to the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Permit.

If WES determines that any of the above conditions have not been met, WES may require prompt payment under this bond at its sole and absolute discretion, which may be either a partial or the full portion of the Total Bond Sum. Surety shall have neither the duty nor right to evaluate or challenge the correctness or appropriateness of WES' demand(s) or underlying determination(s) and shall not interplead or in any manner delay payment of said funds to WES. Payment(s) shall be made within thirty (30) business days of receiving written demand for said funds. WES may make serial demands for portions of the Total Bond Sum. Nonpayment of the bond premium will not invalidate this bond nor shall WES be obligated for the payment of any premiums. WES may, at any time and in its sole discretion, assign its rights under this Warranty Bond, and the principal and surety herein shall execute and deliver to WES all such further instruments and documents as may be reasonably necessary to carry out this assignment.

*[Signature Page Follows]*

WES Warranty Bond Signature Page

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives.

Accepted by: (Please print)

**PRINCIPAL:**

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, Zip)

Telephone:\_\_\_\_\_

By:\_\_\_\_\_  
(Signature)

Date:\_\_\_\_\_

**WES ACCEPTANCE:**

By:\_\_\_\_\_  
Director  
Water Environment Services

Date:\_\_\_\_\_

**SURETY:** (Please print)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, Zip)

Telephone:\_\_\_\_\_

By:\_\_\_\_\_  
(Signature)

Date:\_\_\_\_\_

**WES RELEASE:**

By:\_\_\_\_\_  
Director  
Water Environment Services

Date:\_\_\_\_\_