

CITY OF EDMONDS

121 5TH AVENUE NORTH · EDMONDS, WA 98020 · 425-771-0220 · FAX 425-672-5750 Website: www.edmondswa.gov

PUBLIC WORKS DEPARTMENT

Engineering Division

MAINTENANCE BOND/BONDING COMPANY

Edmonds/Subdivision/Plat/Permit No.

Project Name

Project Address _____

Owner/Developer/Contractor

Improvements Bonded For _____

WHEREAS, in order to provide security for the obligation of the Principal to repair or replace any improvement which proves defective **within** <u>two</u> year(s) from acceptance of the improvement by the City of Edmonds herein referred to as "the City", and to enable the City to release the performance bond provided in connection with said improvements, this bond has been secured and is hereby submitted to the City.

(\$), lawful money of the United States, according to the following terms and conditions:

1) The Principal and Surety agree that in the event that any of the improvements installed by the Principal or Surety pursuant to the above referenced plans, conditions and file fail to remain free from defects in materials, workmanship or installation or in the case of landscaping, fail to survive for a period of <u>two</u> year(s) from the date of acceptance of the installation by the City, the Surety shall, upon demand of the City and the failure to cure the defect within a reasonable time as determined and specified by the City, remit to the City within ten (10) days of receipt of demand for remittance, the amount of this bond or such lesser amount as may be specified in the demand.

2) If the Principal fails to cure any defect within the time period requested by the City, its employees and agents are hereby authorized to enter onto said property and perform said work. This provision shall not be construed as creating an obligation on the part of the City or its representatives.

3) In the event any lawsuit is instituted by the City of Edmonds, the Principal or the Surety to enforce the terms of this bond or to determine the rights of any party hereunder, the prevailing party in such litigation shall be entitled to recover from the losing party its costs, including reasonable attorneys' fees, incurred as a result of such lawsuit.

4) This bond shall remain in force and effect until the obligations secured hereby have been fully performed and until released in writing by the City at the request of the Surety or the Principal.

DATED this	day of	, 20
NAME OF FINANCIAL INSTITUTION		OWNER/DEVELOPER/CONTRACTOR
OFFICER SIGNATURE/TIT	ГLЕ	SIGNATURE OF ABOVE
INSTITUTION MAILING ADDRESS		MAILING ADDRESS
CITY/STATE/ZIP		CITY/STATE/ZIP
		ACCEPTED:
PHONE		ACCEPTED: CITY OF EDMONDS
ACCOUNT NUMBER		DATE
	SURETY	ACKNOWLEDGMENT
STATE OF WASHING	/	
COUNTY OF) ss)	
Public in and for the St	tate of Washingt	, 20, before me, the under-signed, a Notary on, duly commissioned and sworn, personally appeared the of
, th	e corporation that	at executed the foregoing instrument, and acknowledged
purposes therein mentio	ned, and on oath	luntary act and deed of said corporation, for the uses and stated that was authorized to execute said e corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the State of Washington, residing at

DEVELOPER/OWNER

Partnership/Sole ProprietorSTATE OF WASHINGTON) ss

)

) ss

)

COUNTY OF

On this _____, day of _____, 20___, before me, the under-signed, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ______ to me known to be the ______ of _____, the general partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that ______ was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the State of Washington, residing at

Corporation

COUNTY OF

On this ______, day of _____, 20____, before me, the under-signed, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared to me known to be the ______ of ______, the corporation that executed the foregoing instrument, and

acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the State of Washington, residing at

Revised 2/6/2020