



Development Engineering and Construction

Bond No.: _____

Project Name: _____

City File No.: _____

Building Permit No.: _____

WARRANTY BOND

For _____ Improvements

WHEREAS, _____,
hereinafter referred to as “the Principal”, has constructed and installed certain improvements in connection with a project known as _____, on a site located at _____, within the City of Redmond, hereinafter referred to as “the City”; and

WHEREAS, in order to provide security for the obligation of the Principal to repair or replace any improvement(s) which prove(s) defective within ONE year(s) of acceptance of the improvement(s) by the City of Redmond 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.

NOW, THEREFORE, the undersigned Principal and _____, a corporation authorized to transact surety business in the State of Washington, hereinafter referred to as “the Surety”, agree and bind themselves, their heirs, executors, administrators and assigns, unto the City in the sum of _____ (\$ _____), lawful money of the United States, according to the following terms and conditions:

1. The Principal and Surety agree that in the event 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 ONE (1) year(s) from the date of acceptance of the installation by the City, then the Surety shall, within twenty (20) days of demand of the City make a written commitment to the City that it will either (a) remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City or (b) tender to the City within an additional (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount. The Surety shall then fulfill its obligations under this bond, according to the option it has selected.

If the Surety elects option (b), then upon completion of the remedy, the City shall notify the Surety of the actual cost of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs, which exceeded the City's estimate, limited to the bond amount.

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

3. Notwithstanding any other provision of this Warranty Bond, if any defect in or failure of any improvement covered by this Bond should result, in the sole determination of the City, in an emergency which necessitates immediate repair or replacement, the notice requirements of this Bond may be dispensed with and the City may repair or replace, or cause to have repaired or replaced, the defective improvement. In such case the Surety shall, upon receipt of an invoice from the city detailing the costs of such repair, replacement, and associated costs, forward the full amount of such invoice to the City within ten (10) days of receipt.

4. In the event any lawsuit is instituted 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 a lawsuit.

5. This bond shall remain in full 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____.

PRINCIPAL:

Name of "Principal"

Signature of "Principal"

Countersigned

SURETY:

Residing Agent

Name of "Surety"

Signature of "Surety"

Accepted by: CITY OF REDMOND

Name: _____

Date: _____

Persons to contact regarding release:

Name: _____

Mailing Address: _____

E-mail Address: _____

Phone No.: _____