



CITY OF EDMONDS

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MIKE NELSON
MAYOR

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, _____ 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 Edmonds, and

WHEREAS, in order to provide security for the obligation of the Principal to repair or replace any improvement which proves defective **within two 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.

NOW, THEREFORE, the undersigned Principal and _____ a corporation authorized to transact surety business in the State of _____, 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 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 two 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.

