



CITY OF EDMONDS

121 5TH AVENUE NORTH · EDMONDS, WA 98020 · 425-771-0220 · FAX 425-771-0221

PUBLIC WORKS DEPARTMENT

Engineering Division

MIKE NELSON
MAYOR

Bond No. _____

Improvements to be
complete by _____

PERFORMANCE BOND

Edmonds/Subdivision/Plat/Permit No. _____

Project Name _____

Project Address _____

Owner/Developer/Contractor _____

Improvements Bonded For _____

WHEREAS, _____, hereinafter referred to as “the Principal”, has applied to the City of Edmonds, hereinafter referred to as “the City”, to construct the project known as _____ on a site located at _____ within the City of Edmonds, and

WHEREAS, the City approved the requested action on _____, and

WHEREAS, the approval granted by the City and the provisions of the Edmonds Municipal Code require certain improvements to be made in connection with construction of the project, the improvements are shown on the approved site plan and other required plans and as further defined by the conditions identified in the City file,

NOW, THEREFORE, the undersigned Principal and bonding company, _____, 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) If the Principal does not complete all improvements required by the above-referenced conditions, plans, and file within _____ weeks/months, then the Surety shall, upon the demand of the City, remit to the City within ten days of receipt of said demand the amount of this bond or such lesser amount as may be specified in the demand.

2) In the event the Principal fails to complete all of the above referenced improvements within the time period specified by the City, its employees and agents shall have the right at their sole election to enter onto said property described above for the purpose of completing the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to complete such improvements.

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.

