PUBLIC WORKS DEPARTMENT
Bond No. _____

CITY OF REDMOND
SIDE SEWER CONTRACTOR
PERFORMANCE AND WARRANTY BOND

WHEREAS**, _____,** hereinafter referred "Principal" has applied to the City of Redmond, hereinafter referred to as the "City", for a license to perform side sewer work within the City of Redmond, and

WHEREAS, the license approval granted by the City and the provisions of Redmond Municipal Code Chapter 13.04 require that a surety bond be furnished by the Principal to the City conditioned upon an indemnification provision, repair and restoration of all streets, alleys, avenues, easements, or other public places upon which work is performed by the licensee, and a guarantee of the repairs and restoration against defects for a certain period after completion of each project,

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

1. The Principal shall indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all claims, losses, liabilities, actions, or damages, including attorneys' fees, arising from injury, sickness or death to persons or damage to property which may arise due to any acts or omissions of the Principal, or persons in the Principal's employ, in conjunction with sewer construction on any street, alley, avenue, easement or other public place.

2. The Principal shall, at its sole cost and expense, carefully replace and repair any damage to City owned real property and facilities, including all streets, alleys, avenues, easements, or other public places, upon which the principal performed construction, and shall leave the same in as good a condition as it was previous to the commencement of work. The Principal shall restore and repair the City owned real property and facilities immediately upon completion of side sewer construction.

3. In the event that any of the side sewer construction, repair and/or restoration work performed by the Principal fails to remain free from defects in materials, workmanship or installation, for a period of one (1) year from the date of acceptance of the repairs and/or restoration by the City, then the Principal shall correct the same within ten (10) days of demand by the City.

4. The Principal shall comply with all of the provisions of Redmond Municipal Code Chapter 13.04 and any other ordinance of the City relating to side sewer contractors, or work in public streets, avenues, easements, alleys, or other public places.

In the event that the Principal defaults on any of the above-stated conditions, then the Surety shall, within twenty (20) days of demand by the City, make a written commitment to the City that it will either (a) remedy the defect itself (or otherwise fulfill the conditions, as applicable) with reasonable diligence pursuant to a time schedule acceptable to the City, or (b) tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the defect, up to the total bond amount. The Surety shall then fulfill its obligations under this bond, according to the option it has selected. All work performed by or at the direction of the Surety shall be warranted to be free of defects in material and workmanship for one year from the date of acceptance of the work by the City.

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 cost which exceeded the City's estimate, limited to the bond amount.

Notwithstanding the foregoing provisions, in the event the City Public Works Director or City Engineer, determines that an emergency requires that immediate corrective action be taken to prevent injury to persons or property, the City may cause work to be performed without prior notice, or upon shorter notice, with the costs thereof to be borne by the Principal and/or Surety as if the Surety had caused the work to be done.

In the event that any lawsuit is instituted by the City, the Principal or the Surety to enforce the terms of this bond or to determine the rights of any party thereunder, 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. The costs and attorneys' fees awarded pursuant to this paragraph shall be awarded over and above the amount of this bond and the Surety shall not utilize the principal amount of this bond to pay such costs and attorneys' fees.

The Surety shall have the right to terminate its liability pursuant to this bond by serving written notice to the Principal and the City forty-five (45) days in advance of the termination date. However, such termination shall not relieve the Surety of liability pursuant to this bond of permits issued prior to the termination date of this bond.

Dated this_____Day of_____, 20____.

_____	_____
Surety	Principal
_____	_____
Title	Title
_____	_____
_____	_____
_____	_____
Address and Phone Number	Address and Phone Number
Date:_____	Date:_____

SURETY ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF_____)

On this_____day of_____, 20___, before me the undersigned, 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 he/she was authorized to execute said instrument.

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

_____
Notary Public
My commission expires_____

PRINCIPAL
Partnership

STATE OF WASHINGTON)
) ss.
COUNTY OF_____)

On this_____day of_____, 20___, before me the undersigned, 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 he/she was authorized to execute said instrument.

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

_____
Notary Public
My commission expires_____

CORPORATE

STATE OF WASHINGTON)
) ss.
COUNTY OF_____)

On this_____day of_____, 20___, before me the undersigned, 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 he/she was authorized to execute said instrument.

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

_____
Notary Public
My commission expires_____

INDIVIDUAL

STATE OF WASHINGTON)
) ss.
COUNTY OF_____)

On this_____day of_____, 20___, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the individual who executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said individual, for the uses and purposes therein mentioned.

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

_____
Notary Public
My commission expires_____

Accepted by:

CITY OF REDMOND

By:_____

Date:_____

Person to contact regarding Release:

Name: _____

Address: _____

_____

Phone: _____