



MAINTENANCE BOND

LOCATION OF PROJECT: _____

KNOW ALL PEOPLE BY THESE PRESENTS: WHEREAS City of Sedro-Woolley of Skagit County, Washington, a municipal corporation, hereinafter designated as the “City” has entered into an Agreement to Construct Improvements (“Agreement”) dated the _____ day of _____, 20____, with: _____

_____ hereinafter designated as the “Applicant,” in which or by the terms of which the City accepted the Agreement of the Applicant for permission and authority to construct improvements as therein described, which agreement is on file in the City office and by this reference is made a party hereof; and

WHEREAS, said Applicant is required under the terms of said agreement to furnish a bond in accordance with the conditions hereafter set forth, warranting the satisfactory performance of the improvements free from defects in workmanship and materials following completion and acceptance by the City evidenced by Resolution No. ____ of _____, 20____.

NOW, THEREFORE, We, the undersigned Applicant as Principal and: _____

_____ (“Surety”) a corporation organized and existing by virtue of the laws of the State of Washington, and duly authorized to do a surety business in the State of Washington, as Surety, are held and firmly bound under the State of Washington, and said City for the purposes of above warranty assuring performance of the conditions as hereafter set forth in the sum of: _____ Dollars (\$_____) (25% of Contract Construction Costs), for the payment of which we do jointly and severally bind ourselves, our heirs, executors, administrators, personal representatives, successors and assigns by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that if the construction improvements constructed by the Principal shall operate satisfactorily for a period of two (2) years from the date of acceptance by the City, and shall remain free of defects in workmanship and materials for such two-(2) year period then this obligation shall be null and void, otherwise to remain in full force and effect.

IT IS FURTHER EXPRESSLY PROVIDED THAT:

1. Until written release of this obligation by the Obligee, this bond may not be terminated or canceled by the Principal or Surety for any reason.
2. Damage from expected usage shall be considered “defects” for purposes of this bond.

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3. In the event of failure improvements to satisfactorily perform its intended purpose and use or in the event of a defect in the workmanship or materials, the principal or surety shall make prompt and adequate repairs to correct the failure or defect. In the event these repairs are not performed within seven (7) days of notice by either the Principal or Surety, the Surety shall, upon demand, tender the total bond amount to the Obligee. After making the repairs, the Obligee will return any unexpended funds, without interest, to the Surety.
4. In the event the Obligee determines that repairs must be performed immediately to prevent risk to persons and property, the Obligee may make the repairs and the costs of those repairs shall be paid by the Principal or Surety.
5. The Principal shall be obligated to make the repairs described above, which obligation shall not be limited by the amount of this bond.

SIGNED this ____ day of _____, 20____.

PRINCIPAL

SURETY

Address

Address

City, State, Zip

City, State, Zip

By: _____
Attorney-in-Fact
(attach power of attorney)

Address

City, State, Zip