

**EXAMPLE**

**PERFORMANCE BOND**

**Landscaping and Irrigation**

Bond No: \_\_\_\_\_

Project Name: \_\_\_\_\_

Landuse Permit No: \_\_\_\_\_

Building Permit No: \_\_\_\_\_

WHEREAS, (Name of entity posting the bond, ex. Union Hill Development, LLC ,  
hereinafter referred to as "the Principal", has applied to the City of Redmond, hereinafter  
referred to as "the City", for (Building Permit, Short Plat, etc. to construct the  
project known as (Name of Project) on a site located at (Project Site  
Address), and

WHEREAS, the City approved the requested action on (Date of Approval  
Letter), 20    , and

WHEREAS, the approval granted by the City and the provisions of the Redmond  
Community Development Guide require certain improvements to be made in connection with  
construction of the project, which 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 (Name of Bonding or Surety  
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 (Dollar Amount Written Out)  
(\$ (Dollar Amount)), lawful money of the United States, according to the following terms  
and conditions:

1) In the event the Principal shall not have (a) completed all improvements required  
by the above-referenced conditions, plans, and file within the time period specified, (b) paid all

sums owing to contractors, suppliers or others as a result of such work for which a lien against any City property has arisen or may arise, and (c) obtained acceptance by the City of the project, all on or before     (Date)    , 20\_\_\_\_ (1 year from building permit/construction drawing approval), 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 ten (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 or Surety fails to complete the improvements as requested by the City, the City's employees and agents are hereby authorized to enter onto said property and perform such work. This provision shall not be construed as creating an obligation on the part of the City or its representatives.

3) Notwithstanding any other provision of this Performance 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 lawsuit.

5) This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and a bond guaranteeing maintenance of all improvements for a period of one (1) year from acceptance has been submitted to the City in an amount of not less than ten (10) percent of the cost of the improvements and in a form suitable to the City, and until released in writing by the City at the request of the Surety or the Principal, upon expiration of the period specified in paragraph 1 above.

DATED this **Date bond is prepared by Surety Company** day of \_\_\_\_\_, 20\_\_\_\_.

**(Signature of representative of Principal)**

\_\_\_\_\_  
Principal

Countersigned

**(Optional)**  
Residing Agent

**(Signature of representative of Surety)**

**(Type name of Surety)**  
Surety

Accepted by: CITY OF REDMOND

**Contact information for release of the bond:**

Project Contact: **(Name of Project Contact)**

Contact's e-mail address: **(Project Contact email address)**

Contact's phone: **(Project Contact Phone Number)**

Date: **(Date bond is submitted to City)**

**To request release of this security instrument:**

Please e-mail your request to release this security instrument to the project contact listed above after the specified work has been completed and after the expiration date of the effective period. In your e-mail, please include a reference to the project name, file number, name of City Contact assigned to the project, instrument type (bond, letter of credit, assignment of account, etc.),

dollar amount of security, instrument number together with the name, address and phone number of the person to which the release information should be sent.

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