



**PERFORMANCE BOND IN LIEU OF CONSTRUCTION**

**Bond to City of Sedro-Woolley**

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, the undersigned, \_\_\_\_\_, as principal, and \_\_\_\_\_, a corporation, organized and existing under the laws of the State of \_\_\_\_\_, as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to The City of Sedro-Woolley, Sedro-Woolley, Washington, in the penal sum of \_\_\_\_\_ dollars (125% of Contract Construction Costs of improvements deferred as listed below) for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators, or personal representatives as the case may be.

The City Director of Public Works has granted deferment of the following improvements:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This obligation is entered into in pursuance of the statutes of the State of Washington, and the Ordinances of the City of Sedro-Woolley.

Dated at Sedro-Woolley, Washington, this day of \_\_\_\_\_ 20\_\_\_\_.

Nevertheless, the conditions of the above obligation are such that:

WHEREAS, The City of Sedro-Woolley on the \_\_\_\_day of \_\_\_\_\_,20\_\_ has entered into an “Agreement to Construct Improvements” contract or other binding agreement with the above bounden Principal (hereinafter designated as the “Principal” or “Applicant”). The said contract being numbered \_\_\_\_\_, and providing for \_\_\_\_\_ which contract is referred to herein and is made a part hereof as though attached hereto, and

WHEREAS, the said Principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth:

NOW, THEREFORE, if the above bounden Principal shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or within such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics,

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subcontractors and material men, and all persons who shall supply principal or subcontractors.

with provisions and supplies for the carrying on of said work and shall hold said City of Sedro-Woolley harmless from any loss or damage occasioned to any person or property by reason of any carelessness or negligence on the part of said principal or any subcontractor in the performance of said work, and shall indemnify and hold City of Sedro-Woolley, harmless from any damage or expense by reason of failure or performance as specified in said contract, and

The Surety, for value received, herein stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligations of this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specification.

This obligation and bond shall remain in full force and effect until such time as the above described improvements are fully constructed and accepted by the City of Sedro-Woolley; PROVIDED, that, that after the construction and acceptance of the improvements and the expiration of the lien period, and if there are no liens pending, then the penal sum of \_\_\_\_\_ (10% of Contract Construction Costs of improvements deferred) to insure against defects appearing or developing in the material or workmanship provided or performed under this contract within a period of two (2) years after the acceptance; not withstanding the reduction of this bond, the principal and surety shall hold City of Sedro-Woolley, harmless from all defects appearing or developing in material or workmanship provided or performed under this contract within a period of two (2) years after acceptance, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

It is hereby expressly agreed that if any legal action is necessary to be brought under the conditions of this bond, that it shall be brought in the State of Washington in Skagit County Superior Court and that the decisions of the Courts of the State of Washington shall be binding.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Attorney in Fact  
Countersigned:

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Resident Agent

Approved by:  
\_\_\_\_\_

\_\_\_\_\_  
Resident Agent's Address