



Development Engineering & Construction

Receipt No.: _____

Dated: _____

**CITY OF REDMOND
SIDE SEWER CONTRACTOR CASH
PERFORMANCE AND WARRANTY ASSURANCE**

WHEREAS, _____, hereinafter referred to as the “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 cash 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 does agree to bond themselves, their heir, 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.

Notwithstanding the forgoing provisions, in the event the City Planning Director or City Engineer determines that an emergency requires that immediate corrective action to 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.

In the event that any lawsuit is instituted by the City, the Principal to enforce the terms of this assurance 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 awarded pursuant to this paragraph shall be awarded over and above the amount of this assurance and the Principal shall not utilize this assurance to pay such costs and attorneys' fees.

DATED this _____ day of _____, 20_____.

Signature of Depositor

Accepted by:

CITY OF REDMOND

By: _____

Date: _____

Person to contact regarding Release:

Name: _____

Address: _____

Phone: _____

Attach copy of receipt
Attach copy of check