

DRAINAGE WARRANTY BOND

DRAINAGE WARRANTY

STATE OF WASHINGTON)
 : ss.
COUNTY OF SNOHOMISH)

BOND NO. _____

We, _____ as principal, and _____ a corporation organized under the laws of the State of _____ and duly authorized to transact business in the State of Washington, as surety, are held and firmly bound unto Snohomish County, State of Washington, in the amount of \$_____, for the payment of which sum we bind ourselves, and each of our executors, administrators, successors and assigns, jointly and severally.

Now, therefore, the conditions of these obligations are such, that if the principal warrants that all drainage facilities specified in the drainage plan for the project of _____, project file number _____, required under Chapter 30.63A, Snohomish County Code shall be free from defects in performance, engineering design, workmanship and materials and that the principal shall be responsible for the costs of related incidental and consequential damages caused by such defects, including the cost of inspection by Snohomish County, then this obligation shall be void; otherwise the obligations set forth herein shall remain in full force and effect.

The obligations set forth herein shall remain in effect for a period of two years from the date of the County’s final inspection and construction acceptance of all drainage facilities specified by the drainage plan or, if the project is completed in phases, the obligations shall begin to run after completion and acceptance by the County of the first phase of the work and shall remain in effect for a period of two years after final inspection and construction acceptance of the final phase, PROVIDED, that the duration of the obligations set forth herein may be extended by the Director of Snohomish County Planning and Development Services as provided by SCC 30.84.030.

Principal and surety further agree that if, during the period this warranty security is in effect, the drainage facilities required by the approved full drainage plan do not perform or function satisfactorily or do not accomplish their intended purpose, the Director of Snohomish County Planning and Development Services shall notify the principal and specify a period of time within which the principal shall cure the unsatisfactory performance or perform corrective or restorative work as required. If the principal fails to cure the unsatisfactory performance or perform corrective or restorative work within the time specified or in a manner acceptable to the Director, the security amount shall be forfeited and the surety shall, at the option of the Director, either pay the security amount to the County upon demand, or complete such work according to the County’s terms and conditions. The amount demanded by the Director or his designee will be a good faith estimate of the actual cost of the work.

We further agree that if it is necessary for Snohomish County to take any legal action against any signatory to this agreement to assure the proper completion of this project, Snohomish County will be entitled to its reasonable costs and attorney’s fees.

It shall be the responsibility of both the principal and the surety to inform Snohomish County Planning and Development Services if they change addresses. Change of addresses should be mailed to the Snohomish County Planning and Development Services, 3000 Rockefeller Ave., M/S 604, Everett, WA 98201. The County will mail only to the last known address of principal and surety.

Signed this _____ day of _____, _____.

Principal

Name of Surety

Address

Address

City, State, Zip

City, State, Zip

Phone Number:

Phone Number:

Signature of Principal

Signature of Surety Official

Please Print Name & Title

Please Print Name & Title

Accepted by Snohomish County this _____ day of _____.