

**WARRANTY BOND**

**A5**



**CLACKAMAS COUNTY SERVICE DISTRICT NO. 1**

**STORM & SANITARY SYSTEM**

**WARRANTY BOND**

KNOW ALL PERSONS BY THESE PRESENTS: That we \_\_\_\_\_

\_\_\_\_\_, as Principal, and \_\_\_\_\_

\_\_\_\_\_, as Surety, are jointly and severally held and bound unto **Clackamas County Service District No. 1** (District) in the sum of

\_\_\_\_\_ Dollars for the payment of which jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns firmly by these presents.

**THE CONDITION OF THIS BOND** applies to the following development:

\_\_\_\_\_, and covers

the Sanitary Sewer System \_\_\_\_\_(initials)

the Storm Sewer System \_\_\_\_\_(initials)

and the said Principal agrees to maintain, repair, replace and be responsible for damage to the sanitary and/or storm sewer (as indicated above) for a period of one year following the date the District accepted the system. Upon notification from the District, the Principal shall, within thirty (30) days complete corrective measures to the satisfaction of the District. The District may perform emergency work without notice to the Principal or Surety. All work performed by the District due to the nonperformance of the Principal or in response to an emergency shall be reimbursed to the District within thirty (30) days of invoice. If the Principal fails to reimburse the District in thirty (30) days the District may demand payment from the Surety.

NOW THEREFORE, the Principal shall indemnify and save harmless Clackamas County Service District No. 1 and members thereof, its officers, employees, and agents against any direct or indirect damages of every kind and description that shall be suffered in connection with or arising out of defects in materials and workmanship by the Principal or its subcontractors.

WITNESS our hand and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)