

PERFORMANCE AND PAYMENT BOND

Bond to the City of Port Angeles and

Bond # _____

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, _____, as Principal, and _____, a corporation, organized and existing under the laws of the State of Washington, 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 Port Angeles and _____, in the penal sum of \$ _____ for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into pursuant to the statutes of the State of Washington and the ordinances of the City of Port Angeles.

DATED at _____, Washington, this _____ day of _____.

The conditions of the above obligation are such that:

WHEREAS, the City of Port Angeles has let a certain right-of-way permit to _____, ROW Permit # _____ authorizing construction of certain improvements within public right-of-way, which will be dedicated to the public and _____, has let or is about to let to the said _____, the above-named principal, a certain contract, the said contract being numbered _____, and providing for the construction of the improvements to be constructed in the City of Port Angeles right-of-way and dedicated to public use, which contract is referred to herein and is made part hereof as though attached hereto; and,

WHEREAS, the principal has accepted, or is about to accept, the said contract, and undertake to perform the work herein provided for in the manner and within the time set forth; NOW, THEREFORE,

If the Principal, _____, shall faithfully perform all of the provisions of said contract in the manner and within the time set forth, or within such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply said Principal or subcontractors with the provisions and supplies for the carrying on of said work, and shall indemnify and hold the City of Port Angeles and _____ harmless from any damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract within a period of one (1) year after its acceptance hereof by City of Port Angeles and _____, then and in that event, this obligation shall be void; but other-wise, it shall be and remain in full force and effect.

Signed this _____ day of _____.

SURETY

PRINCIPAL

By _____

By _____

Title _____

Title _____