

SMC 21.16.060
BOND -- Side Sewer Contractor Registration

Bond No. _____

Side Sewer Contractor Registration No. _____

We, _____, as Principal, and
[Insert legal name of contractor/applicant]

_____, a _____,
[Insert legal name of Surety] [Insert state of incorporation of Surety]

corporation authorized to transact surety business in the State of Washington, as Surety, are held and firmly bound unto **The City of Seattle** ("City"), as Obligee, in the amount of **Thirty Thousand Dollars (\$ 30,000.00)**, lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, legal representatives, successors and assigns, firmly by these presents.

WHEREAS, Pursuant to SMC 21.16.060, each registered side sewer contractor shall post with the City Clerk and maintain in full force and effect a bond in the sum of Thirty Thousand Dollars (\$30,000.00);

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the applicant (Principal) shall indemnify and save harmless the City from all claims, actions, or damages of every kind or description which may accrue to or be suffered by any person by reason of any opening in any street, alley, avenue or other public place made by the contractor (Principal) or those in the contractor's employ, in making any connection with any public or private sewer, or for any other purpose or object whatever, and that the contractor (Principal) shall also replace and restore any street, alley, sidewalk, planting strip or other public place to the standards and in the manner required by the Seattle Department of Transportation, and maintain the same in good order, and that the contractor (Principal) shall comply with all of the provisions of this subtitle and any other ordinance of the City, relating to the business of side sewer contracting, then this obligation shall be void; otherwise it shall remain in full force and effect.

SURETY FURTHER ACKNOWLEDGES AND AGREES THAT:

1. Whenever City has declared that Principal is not in compliance with the obligations of SMC 21.16.060 or the conditions above and has given Surety written notice of such declaration, Surety shall promptly (in no event more than thirty [30] days following receipt of such notice),

(a) pay to the City the amount it shall demand, up to the amount of this bond, to satisfy the obligation to indemnify and save harmless the City from all claims, actions, or damages of every kind or description as stated in the Condition of This Obligation above and as required by SMC 21.16.060, and

(b) if Principal has failed to comply with any other obligation of this bond, then Surety shall specify, in written notice to City, which of the following actions Surety intends to take to remedy such failure, and thereafter shall:

(i) Remedy, at no cost to City, the failure within fifteen (15) days after its notice to City, as stated in such notice; or

(ii) Reimburse, within thirty (30) days after its receipt of an invoice therefore together with reasonable supporting documentation thereof, all City costs incurred in connection with City's efforts to satisfy Principal's obligations under this Bond together with all other reasonable costs and expenses incurred by City as a result of Principal's default, making available upon demand by City as work progresses (even though there is a default or a succession of defaults under any agreement between City and a contractor for the completion of such work pursuant to this paragraph) sufficient funds up to and including the penal sum of this Bond to pay the cost of completion;

2. Nothing whatsoever that will not discharge Principal shall operate as a discharge or a release of liability of Surety, any law, rule of equity or usage relating to the liability of sureties to the contrary notwithstanding.

3. No right or action shall accrue on this Bond to or for the use of any person or corporation other than The City of Seattle.

4. No rider, amendment or other document modifies this Bond, unless such rider or amendment is in writing and is accepted by the City of Seattle.

5. Pursuant to this Bond, Surety is bound by the laws and subject to the jurisdiction of the courts of the State of Washington. The venue for any action hereunder shall be in King County Superior Court.

6. Surety shall give to Principal and to City not less than sixty (60) days' prior written notice to the **complete address** as follows: **City of Seattle, Department of Planning & Development, 700 5th Avenue, Suite 2000, P.O. Box 34019, Seattle, WA 98124-4019, ATTN: RSSC Program/22nd Floor**, by certified mail, return receipt requested, of the effective date of the expiration or cancellation of this bond.

7. Principal must provide City with a replacement bond, acceptable to City, not less than thirty (30) days before the effective date of this bond's expiration or cancellation as specified in the Surety's notice provided pursuant to Condition (6) above.

8. Termination of liability under this bond by notice to the City of Seattle Department of Planning & Development will not operate to release the surety of liability for permits issued prior to the termination date of this bond.

INSTRUCTIONS FOR SIGNATURES: This bond must be signed by the president or a vice-president of a corporation; the managing general partner of a partnership; managing joint venturer of a joint venture; manager of a limited liability company ("LLC") or, if no manager has been designated, a member of such entity; a general partner of a limited liability partnership ("LLP"); or the owner(s) of a sole proprietorship. If the bond is signed by any other representative, the Principal must attach written proof of that signer's authority to bind the Principal, identifying and quoting the provision in the corporate articles of incorporation, bylaws, Board resolution, partnership agreement, certificate of formation, power of attorney, or other document authorizing delegation of signature authority to such signer, and confirmation acceptable to the Seattle City Attorney's Office that such delegation was in effect on the date the bond was signed. **A NOTARY PUBLIC MUST ACKNOWLEDGE EACH SIGNATURE ON THIS BOND.**

SURETY'S QUALIFICATIONS: Every Surety named on this bond must be authorized by the Washington State Insurance Commissioner to transact business as a surety in the State of Washington. In addition, the Surety must either appear on the United States Treasury Department's most current list (Circular 570 as amended or superseded) or the Surety must have a current rating of at least A-:VII in A. M. Best's Key Rating Guide. **A POWER OF ATTORNEY MUST ACCOMPANY THIS BOND.**

FOR THE SURETY:

FOR THE PRINCIPAL:

By: _____
(Signature of Attorney-in-Fact)

(Type or print name of Attorney-in-Fact)

(Type or print telephone number for Attorney-in-Fact)

By: _____
(Signature of authorized signer for Principal)

(Type or print name of signer for Principal)

(Type or print title of signer for Principal)

STATE OF _____)
) ss:
COUNTY OF _____)

ACKNOWLEDGMENT FOR PRINCIPAL

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, said person acknowledged that he/she signed this bond, and on oath stated that he/she was authorized to execute the bond on behalf of the Principal as the Principal's free and voluntary act for the uses and purposes mentioned therein.

WITNESS my hand and official seal hereto affixed this _____ day of _____, _____.

(Signature of Notary Public) _____
(Print or type name of Notary Public)
Notary Public in and for the state of _____ residing at _____
My commission expires _____ **SEAL➔**

STATE OF _____)
) ss:
COUNTY OF _____)

ACKNOWLEDGMENT FOR SURETY

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me as the Attorney-in-Fact for the Surety that executed the foregoing bond, acknowledged said bond to be the free and voluntary act and deed of the Surety for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said bond on behalf of the Surety, and that the seal affixed on said bond or the annexed Power of Attorney is the corporate seal of said Surety.

WITNESS my hand and official seal hereto affixed this _____ day of _____, _____.

(Signature of Notary Public) _____
(Print or type name of Notary Public)
Notary Public in and for the state of _____ residing at _____
My commission expires _____ **SEAL➔**