



CITY OF SPOKANE
DEPARTMENT OF ENGINEERING SERVICES
808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6124

PERFORMANCE BOND

I. We, _____,
_____, as principal, hereafter
"Contractor", and the _____,
a corporation, as surety are held and firmly bound unto the City of Spokane, Washington, in
the sum of: (select one)

_____ TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) (required for
application for contractor work cutting into or under any public way or removal
of any portion of the same), per job.

_____ FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) (required for
application for contractor work not involving cutting into or under any public
way or removal of any portion of the same).

_____ TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) annual bond
(allowable at City Engineer's discretion).

(Sum fixed by City Engineer for larger or smaller jobs.)

lawful money of the United States, for the payment for which sum will and truly to be made to
the City of Spokane, we bind ourselves, heirs, executors, administrators, legal
representatives, assigns, and successors, jointly and severally by this instrument.

Signed, sealed and dated this _____ date of _____,

II. The Conditions of the above obligation are that:

1. The Principal above has applied for a street obstruction permit to exercise privileges regulated under City of Spokane Ordinance No. C-26619, passed June 7, 1982, as now or hereafter amended or superseded, together with regulation promulgated thereunder.

2. Said privileges may include cutting into or under a sidewalk, street, curb, pavement, or other public place or way in the City of Spokane or subject to its authority or control. Said privileges may include work upon, under, or nearby said areas.

III. NOW THEREFORE, if said Principal shall make any and all repairs to any sidewalk, street, curb, pavement, or other public place or way in the City of Spokane or subject to its authority or control and;

If said Principal shall fully maintain said repairs for a period of two (2) years, to the satisfaction of the City Engineer of the City of Spokane, and shall otherwise comply with the above referenced Ordinance No, C-26619 and all other applicable City ordinances and regulations and;

If said Principal shall promptly vacate and remove all obstructions or interference with the use of any sidewalk, street, curb, pavement, or other public place or way in the City of Spokane or subject to its authority or control, and;

If said Principal shall pay all laborers, mechanics, subcontractors, and material men, and all persons who shall supply said Principal or any subcontractor with provisions and supplies for carrying on all repair or restoration, all just debts, dues and demands incurred in the performance of such work and shall comply with all applicable requirements of the law of the State of Washington, and the Charter and ordinances of the City of Spokane, as now or hereafter amended or superseded, including those particularly with reference to work upon public improvements, then, and in all of said events, this obligation shall be void; otherwise to remain in full force and effect.

IV. This obligation shall be governed by the laws of the State of Washington. In case any action shall be brought to enforce the same, venue shall be in the Superior Court of Spokane County, Washington. In the event suit is necessary to enforce the provisions of this instrument, the prevailing party shall recover all costs and reasonable attorney's fees. The obligations undertaken herein shall be in addition to and irrespective to any other obligation bond or undertaking required or agrees to by the Principal or Surety.

(Principal)

(Surety)

By: _____

(Please attach valid Power of Attorney (Surety))