

**Surety Bond
Work in City Right of Way**

City of Ellensburg

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and the
_____, Surety Company, whose principal office is
located at _____, are held firmly bound unto the CITY OF
ELLENSBURG, WASHINGTON, a Municipal Corporation, in the penal sum of

, (_____) DOLLARS, lawful money of the United States to be paid to the said
City of Ellensburg, or to any person sustaining loss or injury for the exercise of doing work in a
City street, sidewalk, alley, public thoroughfare, or public easement whichever is greater as
provided by City of Ellensburg ordinance, the said principal binds himself, his heirs, executors,
and administrators, and the said surety binds itself, its successors and assigns, jointly and
severally, firmly by these presents.

Signed, sealed and dated this _____ day
of _____.

The conditions of this obligation are such that the above bounden Principal has
applied for a permit to do work in a City street, sidewalk, alley, public thoroughfare, or public
easement whichever is greater as required under Title Four of the City of Ellensburg Municipal
Code. Principal agrees that actual construction of the approved off-site improvements covered by
Name of Project _____.

NOW THEREFORE, in the event the Principal fails to perform the work described above to the
satisfaction of the City in accordance with the terms and conditions of the site development
permit and the approved plan(s) and specification(s), or if the Principal defaults in any obligation
to the City under the permit, the Surety shall be liable under this bond up to the amount of the

bond for the full amount of the City's expenses to construct or repair the improvements and all loss, cost, expense of damage suffered by the City due to the Principal's failure to comply with any permit condition or other applicable laws and regulations.

The Surety agrees that within 30 days of receiving notice that the Principal has defaulted on all or part of the terms guaranteed by this bond, the Surety shall either (1) notify the City in writing of its intent to cure the default itself within a reasonable time period acceptable to the City, and so cure, or (2) tender to the City the demanded sum, up to the amount of the bond. If the amount necessary for the City to cure the default is less than the amount tendered, the City will return, without interest, any overpayment to the Surety.

No change, extension of time, alteration or addition to work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond and the Surety waives notice of any such change, extension, alteration, or addition. This bond is irrevocable and cannot be cancelled by the Surety or the Principal.

This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and until the bond is released in writing by the City at the written request of the Surety of Principal

NOW THEREFORE, the above named Principal shall indemnify, defend and save harmless the City of Ellensburg from all claims, actions or damages of every kind and description which may accrue as a result of opening and/or working upon any roadway,, alley, easement or other public place, by him or those in his employ, in installing or making connections with any public or private sewer or water system or any other purpose of object whatever, and that he will replace and restore such roadway, street, alley, avenue or other public place to a good a state or condition as at the time of the commencement of said work, and maintain the same in good order to the decided satisfaction of the City of Ellensburg, and that he will comply with all the provisions of his or her franchise or permit, and all resolutions or instruments relating thereto, then this obligation to be null and void, otherwise to remain in full force and effect. Under no circumstances will the release of these funds be authorized without the written permission of the

City of Ellensburg.

If either party brings litigation to enforce any term or condition of this agreement, or as a result of this agreement, prevailing party shall be awarded its reasonable attorneys' fees together with necessary fees, expenses, and costs incurred for such litigation at both trial and appellate levels, as well as in obtaining execution of judgment. The reasonableness of such costs and attorneys' fees shall be determined by the court and not a jury,

Name of Principal

BY

Surety Company

Countersigned:

NOT REQUIRED _____

Resident Agent

BY

Title Attorney in Fact

City of Ellensburg - Title

SURETY SOLUTIONS