

EXCAVATION BOND

BOND NO. _____

1. **Project name.** _____.
2. **Project Address.** _____.
3. **Principal.** _____ (“Principal”) represents that it is authorized to do business in the State of Washington as a contractor.
4. **Surety.** _____ (“Surety”) is a corporation organized and existing according to the law, of the State of _____. Surety represents that it is authorized to do business in the State of Washington as a surety.
5. **Obligee.** The Obligee is the City of East Wenatchee (“City”), a non-charter code city incorporated and operating under the laws of the State of Washington.
6. **Recitals.**
 - a. Principal is about to commence excavating of a public place within the City; and
 - b. East Wenatchee Municipal Code (“EWMC”) 12.04.080 requires that that the Principal furnish a performance bond to the City.
7. **Bond and Guarantees.** Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns unto the City in the sum of **\$10,000.00 US**.
8. **Conditions of Obligation.**
 - a. If the City grants the Principal a permit for excavation in the streets, alleys, or public ground of the City, Principal shall perform all work covered by the permit in such a way as to comply with all requirements of Chapter 12.04 EWMC.
 - b. Principal will backfill and compact any fill in any opening or excavation which it makes in any street, alley or public grounds as directed by and to the full satisfaction of the City Engineer.
 - c. Principal shall pay the cost of restoring the permanent surface of the street, alley or public grounds of the City.
 - d. Principal shall make payment to the City of all costs incurred by the City in performing work for the Principal.
 - e. In the event settling or a defect in workmanship or materials occurs within five years after the date the work is accepted by the City, Principal shall make the necessary repairs to correct the settling or defect.
 - f. Principal shall indemnify and save harmless the City, and its officers and agents against any and all injuries and damages resulting or arising from the performance of any work for which a permit is issued, or resulting from the performance by the Principal, its

agents, employees or subcontractors of any work incidental to or connected with such work, and shall pay all judgments, costs and charges that may be recovered against the City or any of its officers by reason of the performance of said work or in consequence of any act done by Principal, its agents, employees or subcontractors pursuant to said permit.

9. Satisfaction of Conditions. If the Principal satisfies the conditions set forth in paragraph 8 and if the Principal faithfully performs the duties set forth in the excavation permit issued by the City, then the Principal's and the Surety's obligation is null and void, otherwise their obligation remains in full force and effect.

SIGNED AND SEALED this _____ day of _____, 2010.

ATTEST:

Principal

By: _____

Title: _____

ATTEST:

Surety

By: _____

Title: _____

(Attach Power of Attorney)

ACKNOWLEDGEMENTS

For an Attorney-in-Fact of a Surety

STATE OF _____)
) SS

COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 20____ by _____ (Name of Person) as attorney-in-fact on behalf of _____ (Name of Surety).

Notary Public

My Commission Expires: _____

For a natural person acting in his own right

STATE OF _____)
) SS
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 20____ by _____ (Name of Person).

Notary Public
My Commission Expires: _____

For a partnership acting by one or more partners

STATE OF _____)
) SS
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 20____ by _____ (Name of Partner) on behalf of _____ (Name of Partnership).

Notary Public
My Commission Expires: _____

For a corporation or incorporated association

STATE OF _____)
) SS
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 20____ by _____, (Name of Officer) _____ (Title of Officer) of _____ (Name of Corporation), a _____ (State or County of Incorporation) corporation, on behalf of the corporation.

Notary Public
My Commission Expires: _____