



**CITY OF BAINBRIDGE ISLAND  
RESTORATION PERFORMANCE BOND**

IT IS HEREBY ACKNOWLEDGED AND AGREED that \_\_\_\_\_ as Principal and \_\_\_\_\_, a corporation organized and existing under the laws of \_\_\_\_\_, and licensed to do business as surety within the State of Washington, as surety, are held and firmly bound to the CITY OF BAINBRIDGE ISLAND, Washington ("City") in the penal sum of \$\_\_\_\_\_, for the payment of which Principal and surety firmly bind themselves and all heirs, executors, administrators, successors, and assigns, jointly and severally.

WHEREAS, Principal has applied for and received final approval from the City of a permit for construction upon certain City streets, roads or rights-of-way, said construction being covered by the Principal's contract with owner. (Reference City File No. \_\_\_\_\_).

NOW, THEREFORE, if the Principal shall timely and properly replace, repair and restore the City streets, roads or rights-of-way entered upon for construction as authorized by the owner's permit in City File No. \_\_\_\_\_, to the condition required by all applicable permits and regulations and maintain this condition for a period of one year after the date of completion of Principal's contract with the owner; and

If Principal fully complies with all other terms and conditions of the City's approval of the permit for construction upon City streets, roads, or rights-of-way in City File No. \_\_\_\_\_, and with all applicable provisions of the laws of the State of Washington and the ordinances, rules, and regulations of the City; and

If Principal shall indemnify and hold the City harmless from any and all claims, actions, or damages of every kind and description which may occur to or be suffered by any person by reason of Principal's failure to perform a condition of this bond, or which may occur to or be suffered by any person by reason of improper materials or workmanship in regard to any of the replacement, repair or restoration of the city streets, roads, or rights-of way;

Then this obligation shall be void, otherwise, it shall remain in full force and effect.

IT IS FURTHER AGREED that the City shall have the right to sue on this bond in its own name to recover for any loss, injury, damage, or liability (excluding damages based upon or arising out of tortious injury to any person or property) sustained or incurred by reason of any such action against both Principal and surety as joint and several obligors with or without prior notice of such breach of performance by principal having been given to surety.

If suit is brought upon this bond, the prevailing party shall be entitled to recover its reasonable attorney's fees incurred therein.

Nothing of any kind or nature shall discharge or release the surety that does not also discharge or release Principal, regardless of any law or rule of equity or usage relating to the liability of sureties to the contrary.

**EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.**

NOTE: If this bond is to be signed by an attorney-in-fact for the surety company, a certified copy of the power of attorney must be attached to this bond.

\_\_\_\_\_  
**(Principal)**

\_\_\_\_\_  
**(Surety)**

**By:** \_\_\_\_\_  
**(Print name)**

**By:** \_\_\_\_\_  
**(Print name)**

\_\_\_\_\_  
**(Signature)**

\_\_\_\_\_  
**(Signature)**

**Its:** \_\_\_\_\_

**Its:** \_\_\_\_\_