

STREET AND UTILITY CONSTRUCTION BOND

(by authority of Chapter 21.02.070 of the Ephrata Municipal Code)

Bond No. _____

_____ of _____, Washington, as principal, and
(Contractor/Company Name (City)

_____ as surety, are held and firmly bound to the City of Ephrata, WA
(Surety Company)

for payment of the sum of \$ _____ by this bond.

The conditions of the above stated obligation are:

1. The principal has made application to the City of Ephrata for a Street and Utility Construction Permit to obstruct city streets and/or to disturb in any way any existing municipal improvement in the City of Ephrata.
2. The principal is desirous that this bond continue to cover all liability herein provided for as to any and all such permits issued during the period of ONE (1) YEAR, from the date of this bond, under any initial application or under any subsequent applications.

If the principal shall keep and save the City of Ephrata harmless from any and all claims, liabilities, judgments, costs, damages, and expenses arising from any acts or omissions that may be done or suffered to be done under any permit issued to the principal during the term of this bond, by the principal, any agent or agents, servant or servants, contractor or contractors, employee or employees, of the principal including payment to all persons providing labor and/or materials for the project, and shall keep and save the City of Ephrata harmless from any and all claims, liabilities, judgments, damages, costs or expenses, which may arise from any negligence of the principal, any agent or agents, contractor or contractors, employee or employees of the principal in obstructing, or in any manner disturbing any municipal improvement and shall keep and save the City of Ephrata harmless from any and all costs, damages, or expenses arising from any obstruction of any city or county streets or from any disturbance of any existing municipal improvement, under any permit issued during the term of this bond and shall keep and save the City of Ephrata harmless from any and all costs, damages, or expenses arising from a violation of any of the provisions of Chapter 21.02 of the Ephrata Municipal Code, or of any and all ordinances relating to the obstruction of any city streets or from any disturbance of any existing municipal improvement, or the issuance of permits therefore, and the principal shall keep the obstruction of any city streets or disturbance of any existing municipal improvement, properly guarded and protected by barriers by day and night in accordance with the current Manual on Uniform Traffic Control Devices (MUTCD), so as to keep the said streets and municipal improvements safe for public use, and shall comply with all the conditions and requirements of Chapter 21.02 of the Ephrata Municipal Code and of any and all ordinances of the City of Ephrata that may be enforced during the period of liability of this bond, relating to the obstruction of any city streets or from any disturbance of any existing municipal improvement, or the issuance of permits therefore, and in case any said street or municipal improvement shall be obstructed or disturbed, the principal shall replace said street or municipal improvement effected thereby, and put the same in condition as it was prior thereto, within the time specified by the City Engineer, then this obligation shall be void, otherwise, and in the event of the happening of the above named conditions, this obligation shall remain in full force and effect.

The undersigned principal and surety, and each of them, further covenant and agree, in consideration of the granting of a permit to the principal, as aforesaid, that whenever any judgment is recovered against the City of Ephrata, for any such liability, cost or expense, said judgment shall be conclusive against them, and each of them, not only as to the amount of damages, but as to their and each of their liability; provided reasonable notice of the pendency of such suit shall have been given to said parties.



If the principal shall make any or cause to be made, any and all repairs to any street or municipal improvement that has been obstructed or disturbed by said principal for the purposes set out in the permit, within the time specified by the City Public Works Director and will maintain the same for the period of ONE (1) YEAR from the date of original restoration in accordance with the requirements of Section 21.02 of the Ephrata Municipal Code, and any amendments thereto, and shall comply with all the requirements of the laws of the State of Washington, and the ordinances of the City of Ephrata, and amendments thereto with reference to work upon streets or municipal improvements, then, and in all events, this obligation shall be void; otherwise to remain in full force and effect .

This bond expires _____, and shall be renewable on a annual basis thereafter unless notice of non-renewal is received by the City of Ephrata fifteen (15) days prior to the date of expiration.

Signed and dated on _____
(Date)

(Contractor/Company Name)

(Contractor's License Number)

By _____
(Principal Signature)

(Principal's Name/Print-Type)

(Mailing Address)

(City / State / Zip)

(Phone Number)

(Surety Company Name)

By _____
(Surety Agent Signature)

(Surety Agent/Attorney-in-Fact Name)

(Mailing Address)

(City / State / Zip)

(Phone Number)



Washington State
County of _____

_____, on oath states: That he is one of the agents and representatives of the corporation;
(Surety Agent/Attorney-in-Fact)
that said corporation is a bonding and surety company duly and regularly authorized to conduct business in Washington State and authorized to make, execute and deliver the foregoing bond; that said company has complied with all the laws of the State of Washington, and said bond is executed under and by virtue of due authority on the part of the agents and representatives of said company signing said bond.

Subscribed and sworn before me on _____
(Date)

Notary Public for Washington State

(Type/Print Notary's Name)

My Commission Expires _____

I certify that I have examined the foregoing bond and find the same to be legally and properly executed in accordance with the provisions of the ordinances of the City of Ephrata.

City Attorney

