

PERFORMANCE AND PAYMENT BOND

CITY OF PUYALLUP

CONTRACT NAME: 2016 PERMEABLE STREETS RETROFITS

JOB NUMBER: 2016-091

KNOW ALL MEN BY THESE PRESENTS that _____,
as Principal, and _____ Company, as Surety,
licensed to do business within Washington State, are held and firmly bound under the City of Puyallup,
State of Washington, in the full sum of _____ Dollars
(\$_____) lawful money of the United States, for the payment of which well and
truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns,
jointly and severally, firmly by these presents.

The conditions of the obligations are such that,

WHEREAS, the Principal has entered into an Agreement in writing with the City of Puyallup dated
_____, 20___, for the **2016 PERMEABLE STREETS RETROFITS # 2016-091**,
according to the terms, conditions, and covenants specified in the Agreement including all of the Contract
Documents therein referred to, which are hereby referred to and made a part hereof as fully and
completely as though set forth in detail herein; and

WHEREAS, it is understood and a part of the consideration for this obligation that the City of
Puyallup shall have the right to sue on this Bond in its own name to recover for any loss, injury, damage,
or liability whatsoever sustained or incurred by it, by reason of any breach of the Contract Documents, or
of any provision in this Bond; and

WHEREAS, suit on this Bond, if brought for breach of performance by Principal as to a condition
hereof (including any condition or performance responsibility incorporated by reference), may be
commenced against both the Principal and Surety as joint and several obligators, with or without prior
notice of such breach of performance by Principal having been given to Surety;

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform all of the provisions and
fulfill all of the undertakings, covenants, terms, conditions, and agreements of said Contract during the
period of the original Contract, and any extension thereof that may be granted by the City of Puyallup,
with or without notice to the Surety, and during the life of any guarantee required under the Contract and
shall also well and truly perform and fulfill all of the undertakings, covenants, terms, conditions, and
agreements of any and all duly authorized modifications of said Contract that may hereafter be made,
notice of which modifications to the Surety being hereby waived; and furthermore, shall pay all laborers,
mechanics, subcontractors and material men, and all persons who shall supply such person or persons,
and such Principal or subcontractors with the provisions and supplies for the carrying on of such work,
shall indemnify and save harmless the City of Puyallup from all cost and damage by reason of the
Principal's default or failure to do so and shall pay Washington State sales and use taxes and the amounts
due said State pursuant to Titles 50 and 51 of the Revised Code of Washington, and shall further indemnify
the workmanship or materials entering into any part of the work as defined in the Agreement that shall

City of Puyallup

Contractor Name

Project Name

develop or be discovered within one (1) year after the final acceptance of such work, then this obligation shall be null and void, otherwise, to remain in full force and effect; provided, that the provisions of this Bond shall not apply to any money loaned or advanced to the Principal or any subcontractor or other person in the performance of any such work.

IT IS FURTHER AGREED that in the event any party brings suit to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to other allowed costs, and suit shall be brought forth in Pierce County, Washington.

IT IS FURTHER DECLARED AND AGREED that nothing of any kind or nature whatsoever that will not discharge the Principal, shall operate as a discharge or release of liability of the Surety, any law, rule of equity, or usage relating to the liability of sureties to the contrary notwithstanding.

SEALED AND DATED THIS _____ day of _____, 20____.

PRINCIPAL:

By: _____

Signature

Print or Type Name

Title: _____

SURETY:

By: _____

Signature

Print or Type Name

Title: _____

Address:

Note: If Attorney-in-Fact signs for Surety, a certified copy of the Power of Attorney must be attached.

City of Puyallup
Contractor Name
Project Name

STATE OF WASHINGTON)
) SS.
COUNTY OF PIERCE)

On this day personally appeared before me _____

to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _____, 20____.

NOTARY PUBLIC in and for the State of Washington
Washington, residing at _____

STATE OF WASHINGTON)
) SS.
COUNTY OF PIERCE)

On this day personally appeared before me _____,
to me known to be the Attorney-in-Fact of the _____ Company, a surety,
that executed the within and foregoing instrument, and acknowledged the said corporation for the
purposes therein mentioned, and on oath, stated that he was authorized to execute said instrument on
behalf of said Surety, and the seal affixed thereto is the corporate seal of said Surety corporation.

NOTARY PUBLIC in and for the State of Washington
Washington, residing at _____

City of Puyallup
Contractor Name
Project Name