

DEVELOPMENT STANDARDS

City of Ellensburg



**BONDING  
STANDARDS**

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# BONDING AND LIABILITY INSURANCE

Developers or Developer’s Contractor constructing infrastructure facilities within existing public rights-of-way shall provide performance and maintenance bonds, subject to the requirements specified herein, in the form of one of the following bonding mechanisms; a surety bond, cash at bank, or certified check , or Cash Deposited with the City in a sufficient amount as verified by the City Engineer, to assure construction of required improvements, correction of project deficiencies and/or elimination of hazards relating to the project, maintenance of such improvements and protection of public property. Please refer to the end of this section for samples of the above mentioned bonding methods. Please note, bonding types, forms, and language is subject to the City Engineer's approval, as amendments may be required to suit particular issue, bonding/lending company requirements or City requirements.

## METHODS TO SECURE PERFORMANCE AND MAINTENANCE BONDS

Performance, maintenance, and other bonds (subject to City approval) may be secured by one of the following mechanisms:

1. Surety Bond
2. Cash at Bank (**accepted in the form of savings or CD accounts**)
3. **Letter of Credit** (If language can be approved by City Engineer and Lending Agency)
4. Loan
5. Certified Check
6. Cash Deposit to City of Ellensburg

## PERFORMANCE AND PAYMENT BOND

A performance bond shall be provided to the **City in the amount of 125% of the estimated completion cost of the improvement.** The performance bond cost shall be prepared by the Developer’s professional engineer or by the City if minor design has been completed by the City. Prior to commencing construction, the developer constructing the facility shall post a performance bond subject to the requirements specified herein, in the form of one of the following bonding mechanisms; a surety bond, cash at bank, letter of credit, loan, or certified check , or Cash Deposited with the City in a sufficient amount as verified by the City Engineer, to assure construction of required improvements, correction of project deficiencies and/or elimination of hazards relating to the project, maintenance of such improvements and protection of public property. The instructions to the City shall provide that after ten days prior written notice to the developer and the developer’s failure to correct project deficiencies and/or eliminate existing or potential hazardous conditions in a timely manner, the City shall be authorized without any further notice to the developer and without any further consent of the developer to disburse the necessary funds to the City for the purpose of completing, correcting and/or eliminating such conditions as specified in the City notice.

After determination by the City Engineer that all infrastructure facilities are constructed in compliance with the approved plans, and that the maintenance bond provided for herein has been posted, the performance bond will be released.

In the event the developer fails to complete all improvements in accordance with the Ellensburg Municipal Code and the City completes the same, the City shall call upon the performance bond as required herein, for reimbursement or shall appropriate from any cash deposit or bonding mechanism posted, funds for reimbursement. In the event the amount of security bond or cash deposit shall exceed all costs and expenses incurred by the City, it shall release the remainder of such bond or deposit, and if the amount of the security bond or deposit is less than the cost of expense incurred by the City, the developer shall be liable to the City and shall immediately pay for such difference upon notice from the City.

## **MAINTENANCE BOND**

Prior to release of the performance bond required herein, developers and contractors for public roadway, water, sewer, storm drainage, and public improvements shall provide a maintenance bond for a guarantee of all materials, construction and workmanship in an amount equal to 10% of the estimated cost of the improvements, furnished by the Developers Engineer, as verified by the City Engineer, for a period of one **(1) year after the date of substantial completion. Substantial completion shall be when it is mutually agreed upon by the City Engineer and the Developer that the project is 95 percent complete.** Such maintenance bond shall be in the form substantially similar to the sample Maintenance Bond located at the end of this section or in a form approved by the City Engineer and shall be executed by a security company authorized to transact business in the state of Washington, or secured by methods established in the Methods to Securing Performance and Payment Bonds Section, preceding this Maintenance Bond Section. **The City of Ellensburg will track the maintenance bonds and perform inspections at beginning of term and approximately 60 days prior to the end of the 1 year term, to allow bondee time to make repairs to damaged infrastructure.** Release of the maintenance bond will occur one (1) year from the date of City acceptance if all maintenance has been accepted by the City.

The following outline depicts the process for the Developer or Developer's Contractor to Final project and/or start of Guarantee Period:

1. Written request shall be submitted to the City of Ellensburg for Substantial Completion.
2. Project must be 95% complete.
3. City shall have 5 working days to process punch list.
4. Contractor then required to leave performance bond in place or post a 125% bond for remaining work.
5. Contractor shall then submit a maintenance bond for 1 year. The date of maintenance bond acceptance by the City of Ellensburg shall begin the one year maintenance period.

In the event the Developer and/or contractor fails to maintain the improvement in accordance with the provisions of this section and the terms of the maintenance bond, the City shall have the right to maintain the same, and shall call upon the security for reimbursement or shall appropriate, from any cash deposit, funds for reimbursement. In the event the security bond or cash deposit shall exceed all costs and expenses incurred by the City, it shall release the remainder of such maintenance bond or cash deposit, and if the amount of the security bond or cash deposit is less than the cost of expense incurred by the City, the applicant shall be liable to the City and shall immediately pay for such difference upon notice from the City. Please note, the Continuous Right of Way Bond, described below, can suffice for the maintenance bond, if requested in writing and bond amount language is sufficient to cover the maintenance bond amount on requested project(s).

## **CONTINUOUS RIGHT-OF-WAY BOND**

Before any permit as hereinbefore provided shall be issued, the person, firm, contractor, or corporation performing such work shall execute in favor of and deliver to the City and file with the City Clerk, a bond of at least ten thousand dollars or equal to that cost of improvement to be done in any street, sidewalk, alley, public Right of Way, or public easement, whichever is greater. Sureties shall be approved by the Public Works Director and the City Attorney, and stipulate that the surety will save harmless the City from all claims, liabilities, judgments, costs, damages, and expense arising from any acts which he or she may do under the permit, or which may be done by any of his agents, servants, contractors, or any of them in disturbing the roadway, planters, sidewalk, utilities, or other place affected and to place the same in its former condition as near as may be, and within the time specified by the Director of Public Works, and to include all fees, or other costs to the City as a result of activity by the permittee in the execution of his contract for which the permit is issued.

Any contractor, normally operating within the City, may file with the City Clerk a bond with sureties in the amount of ten thousand dollars or more and that such filing of a bond will be due evidence of good faith for any permit obtained during the life of the bond. The bond shall continue in force until such time that all work is complete and a maintenance bond is received. In the event the cost of any and all improvements performed by the respective contractors exceed in total the value of the bond on file by the permittee, it shall be the permittee's responsibility to increase the value of the bond equal the total cost of the several improvements before further permits will be issued.

## INSURANCE REQUIREMENTS

The Developer's Prime Contractor will be required to provide the City with a copy of their insurance policy. The Contractor shall have insurance meeting the requirements of Section 1-07.18 in the most current WSDOT Standard Specifications, except as modified below:

**1. Project under \$10,000,000 (based on engineer's estimate):**

- The requirement for Owners and Contractors Protective Insurance (OCP), per section 1-07.18 of the WSDOT Standard Specifications will be WAIVED.

**2. Projects over \$10,000,000 (based on engineer's estimate):**

- No modifications to Section 1-07.18 of the WSDOT Standard Specifications.

## BONDING AND INSURANCE REQUIREMENTS

### REQUIREMENTS FOR PUBLIC OR PRIVATE FUNDED PROJECTS, EXCLUDING SHORT PLATS, LONG PLATS AND SUBDIVISIONS

ITEM/WORK	INSURANCE	BONDING
Dumpster Permit	No	No
Street Use Permit	Yes	No
Temporary ROW Occupancy or Usage	At the discretion of the City of Ellensburg	
Water, Sewer Tap or Service Line in ROW Requiring Removal of Sidewalk or ACP Roadway	Yes	Yes
Water, Sewer Tap or Service Line in ROW Not Requiring Removal of Sidewalk or ACP Roadway	Yes	Yes
Sidewalk or Curb Repair, Replacement or Installation	Yes	Yes
Commercial Industrial Property With Improvements in ROW	Yes	Yes
Any Construction Work in ROW Not Requiring the Breaking of Existing Sidewalk or Roadway	Yes	Yes
Any Construction Work in ROW Requiring the Breaking of Existing Sidewalk or Roadway	Yes	Yes

### REQUIREMENTS FOR PRIVATE FUNDED SHORT PLATS, LONG PLATS AND SUBDIVISIONS

ITEM/WORK	INSURANCE	BONDING
Work Done in Existing ROW for Short Plats, Long Plats or Subdivision Projects	Yes	Yes
Work Done on Private Property for Short Plats, Long Plats or Subdivision Projects	No	No
Obtaining Certification of Occupancy or Final Plat Approval for Short & Long Plats	N/A: See Note 5	Yes: See Note 4
Plat Bond (Bonding for all Public Improvements on Project Prior to Construction & Filing Final Plat)	Yes: If Working In ROW	Yes

NOTES:

1. Insurance shall be at a minimum in the amount of \$3,000,000. **per each occurrence**, same as WSDOT specification and \$3,000,000. **in the aggregate** for each policy, same as WSDOT specifications.
2. Bonding shall be the larger amount of a \$10,000. **Continuous Bond** on file or 125% of the actual cost of proposed work in ROW including but not limited to water, sewer, storm, roadway, sidewalks, landscaping, channelization and illumination.
3. Developer or contractor shall post a bond in the amount of 125% of the estimated actual cost remaining for the city owned water, sewer, storm, roadways, sidewalks, landscaping, channelization and illumination prior to obtaining **Final Plat Approval**.
4. If the work in the public ROW is not 100% complete then the insurance will still be required in the amounts stated in note 1.

Bond No. \_\_\_\_\_

## Public Works Bond

City of Ellensburg

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, and the \_\_\_\_\_, **(Lender, Depositor)**, whose principal office is located \_\_\_\_\_ 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 to ensure completion of \_\_\_\_\_ **(Name of Project)** to be used as a \_\_\_\_\_ **(Type of Bond)**, for the payment of which we bind ourselves, our legal representatives, successors and assigns jointly and severally, firmly by these presents.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The conditions of this obligation are such that, whereas, the above bounden Principal has applied for a permit for construction of **(Name of Project)** \_\_\_\_\_. Principal agrees that these funds will be released to the City of Ellensburg upon notice by the City of Ellensburg that the improvements and or repairs were not completed within the prescribed time.

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, street, alley, avenue 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 utility or any other purpose of object whatever, and that he will replace and restore such roadway, alley, easement 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

The above named Principal/ Lender agree to secure these funds for the use of or release by the City of Ellensburg, to complete improvements specified, in the event the Principal fails to complete improvements. Under no circumstances will the release of these funds be authorized, without the written permission of the City of Ellensburg. Only upon written approval from the City of Ellensburg will lender be allowed to release portions of the funds, or modify the amount required to be held. The lender will not cancel this account until such time as the City gives written authorization, and other arrangements have been made from the Principal and the City of Ellensburg.

We further agree that these funds will be released to the City of Ellensburg upon notice by the City of Ellensburg that the improvements were not completed within the prescribed time. 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,

\_\_\_\_\_  
City of Ellensburg – Title

\_\_\_\_\_  
Principal

\_\_\_\_\_  
BY

\_\_\_\_\_  
Name of: Lender, Depositor

\_\_\_\_\_  
\_\_\_\_\_  
**Notary in Washington State**

Bond No. \_\_\_\_\_

### Public Works Surety Bond

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 \_\_\_\_\_, 20\_\_\_\_\_.

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** \_\_\_\_\_

AND WHEREAS, the City requires that a good and sufficient bond be furnished by Principal guaranteeing the satisfactory performance of the above described improvements.

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.

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,

Countersigned:

\_\_\_\_\_  
Resident Agent

\_\_\_\_\_  
Name of Principal

\_\_\_\_\_  
BY

\_\_\_\_\_  
Name of: Surety

\_\_\_\_\_  
BY – Title

\_\_\_\_\_  
City of Ellensburg – Title

# Work in City Right of Way Bond

City of Ellensburg

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, and the \_\_\_\_\_, **(Lender, Depositor)** 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 \_\_\_\_\_, 20\_\_\_\_\_.

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** \_\_\_\_\_

Principal agrees that these funds will be released to the City of Ellensburg upon notice by the City of Ellensburg that the improvements and or repairs were not completed within the prescribed time, unless time extension has been provided in writing by the City of Ellensburg.

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

\_\_\_\_\_  
Name of: Lender, Depositor

\_\_\_\_\_  
Notary in Washington State

\_\_\_\_\_  
City of Ellensburg – Title

# Work in City Right of Way Surety Bond

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 \_\_\_\_\_, 20\_\_\_\_\_.

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,

Countersigned:

\_\_\_\_\_  
Resident Agent

\_\_\_\_\_  
Name of Principal

\_\_\_\_\_  
BY

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
BY - Title

\_\_\_\_\_  
City of Ellensburg - Title

# Maintenance Bond

DATE POSTED: \_\_\_\_\_

DATE EXPIRES: \_\_\_\_\_

RE: PLAT / PROJECT: \_\_\_\_\_

Owner/Developer/Contractor: \_\_\_\_\_

Project Address: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of Ellensburg, Washington (hereinafter "City") has approved an application by \_\_\_\_\_ (hereinafter "Developer") for the construction of an extension to the City's infrastructure to serve the \_\_\_\_\_ (hereinafter "Development"), in accordance with the City ordinances governing street, storm sewer, sanitary sewer, and water, which are incorporated into this agreement by reference, and which require the Developer to furnish a bond for the faithful maintenance of the work, including replacement or repair, for a period of 12 months from the final and written acceptance by the City.

*NOW, THEREFORE, Developer and \_\_\_\_\_ (hereinafter Surety, Lender, Depositor), are held and firmly bound to the City in the amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_) for the payment of which Developer and Surety do jointly and severally bind themselves, their heirs, personal representatives, successors and assigns.*

1. The work shall remain free of defects in material, workmanship and installation for a period of 12 months from the final and written acceptance by the City; and in the case of street trees, shall survive for a period of 12 months from the date of final and written acceptance by the City. Maintenance is defined as acts carried out to prevent a decline, lapse or cessation of the state of project as accepted by the City during the 12 month period following final and written acceptance, and includes but is not limited to repair or replacement of defective workmanship, materials or installations.

These improvements include, but are not limited to:

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2. The Developer and Surety, **Lender, Depositor** agree that in the event that any of the improvements or restoration work installed or completed by the Developer or Surety pursuant to the above referenced permit, plans, conditions and file, fail to remain free from defects in materials, workmanship or installation, for a period of 12 months from the date of acceptance of the work by the City, the Developer shall repair and/or replace the same within ten (10) days of demand by the City, and if the Developer should fail to do so, then the Surety shall, within (20) days of demand by the City, make a written commitment to the City that it will either:

- a) Remedy the defect(s) itself with reasonable diligence pursuant to a time schedule acceptable to the City, or
- b) Tender to the City within an additional ten (10) days, the amount necessary as determined by the City, for the City to remedy the defect(s), up to the total bond amount.

The Surety, **Lender, Depositor** shall then fulfill its obligation under this bond, according to the requirement selected by the Surety, **Lender, Depositor** under either paragraph 2.A or 2.B above.

If the Surety, **Lender, Depositor** elects to fulfill its obligation under paragraph 2.B above, then upon completion of the remedy, the City shall notify the Surety, **Lender, Depositor** of the actual cost of the remedy. The City shall return, without interest, any overpayment made by the Surety, **Lender, Depositor**, and the Surety, **Lender, Depositor** shall pay to the City any actual cost which exceeded the City's estimate, limited to the bond amount.

3. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and until released in writing by the City at the request of the Surety, **Lender, Depositor** or Developer.
4. Any corrections required shall be commenced within seven (7) days of notification by the City and completed within thirty (30) days of the date of notification, weather permitting. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to have said work performed, at the expense of the Developer.
5. No change, extension of time, alteration or addition to the work to be performed by the Developer shall affect the obligation of the Developer or Surety, **Lender, Depositor** on this bond, and the Surety, **Lender, Depositor** waives notice of any such change, extension, alteration or addition there under.
6. It is hereby specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the substantially prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any judicial proceeding, in addition to recovery on the bond.

IN WITNESS WHEREOF, the Developer and Surety, Lender, Depositor have caused this bond to be signed by their duly authorized officers or representative this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Developer

\_\_\_\_\_  
Surety, **Lender, Depositor**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attorney in Fact  
<If Surety Method Used>

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Business Telephone Number

\_\_\_\_\_  
Business Telephone Number

Accepted by the City of Ellensburg:

\_\_\_\_\_  
Name/Title

Date \_\_\_\_\_

\_\_\_\_\_  
**Notary in Washington State**