

**PERFORMANCE AND PAYMENT BOND
FOR CITY OF TUKWILA
FIRE STATIONS 51, 52, 54 PROJECT**

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, _____
as principal, and _____

a corporation organized and existing under the laws of the State of Washington, as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations, as surety, agrees to be bound by the laws of the State of Washington and to be subject to the jurisdiction of the State of Washington and agrees to be jointly and severally held and firmly bound to the City of Tukwila ("City") in the penal sum of _____ DOLLARS (\$ _____), for the payment of which sum on demand and therefore, as surety, bind ourselves and our successors, heirs, administrators or personal representatives jointly and severally, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington.

Dated at Tukwila, Washington, this _____ day of _____, 20____.

The conditions of the above obligation are such that:

WHEREAS, the City has or is about to enter with the above identified principal, a certain contract, providing for

Specification No.:

Specification Title:

Contract No:

(which contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth;

NOW, THEREFORE, if the said _____ shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or within such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics, subcontractors and materialmen; the claims of any person or persons arising under the contract to the extent such claims are provided for in RCW 39.08.010; the state with respect to taxes imposed pursuant to Titles 50, 51, and 82 RCW which may be due; and all persons who shall supply said principal or subcontractors with provisions and supplies for the carrying on of said work, and shall indemnify and hold the City harmless from any damage or expense by reason of failure of performance and failure to pay as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract after its acceptance thereof by the City and all claims filed in compliance with Chapter 39.08, RCW are resolved, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

Countersigned:

City, [identify officer title

Principal:

By: _____

Surety:

By: Agent's Name: _____

Agent's Address: _____