

APPENDIX B: SAMPLE FORMS

(All appendix documents are samples only and subject to change without notice)

1. Assignment of Funds in Lieu of Construction Surety Bond
2. Construction Surety Bond
3. Bill of Sale
4. Private Grinder Pump Agreement

1. ASSIGNMENT PERFORMANCE BOND



**ASSIGNMENT OF FUNDS
IN LIEU OF CONSTRUCTION SURETY BOND,
INCLUDING SPECIFIC PERFORMANCE and
MAINTENANCE PROVISIONS**

MAIL TO:

CITY OF KENT

Attn: Development Engineering

220 - 4th Avenue South

Kent, WA 98032

PROJECT: _____

KIVA#: _____

Location: _____

Tax Account#: _____

Bond Account #: _____

I. SPECIFIC PERFORMANCE

_____, a [type of entity:] _____
_____, ("Principal"), does hereby assign, transfer and set over unto the City of Kent all
rights, title and interest in and to the sum of
\$ _____

deposited in a [account type] _____ Account No. _____
in [branch name] _____ of [name of bank or other institution] _____
_____; said account being in the name of _____

as Principal. The Principal hereby grants the City of Kent full power and authority to
demand, collect and receive said deposit and to discharge or release it to Principal.

The monies assigned to the City equal at least **125 percent** of the approved engineer's
estimate of the costs to complete the construction project that the Principal wishes to
undertake, as described in approved plans on file with the City's Public Works Department,
to be forfeited in full to the City upon the Principal's failure to perform. The Principal has
agreed to obligate themselves to the City in the listed amount because undertaking this
construction project ("the Improvements"), may cause damage and disruption to land
and/or public rights-of-way within the City limits.

II. GENERAL TERMS and CONDITIONS

- A. All construction and restoration shall be in accordance with the City of Kent Standards and WSDOT/APWA Standards in effect on the date this bond is fully executed. The Improvements and their appurtenances shall be constructed in accordance with the approved plans.
- B. The City's Construction Inspector shall be given at least twenty-four (24) hours' notice prior to the commencement of any work.
- C. Traffic control during construction shall be in accordance with the Manual on Uniform Traffic Control Devices.
- D. Construction shall be completed no later than 365 days after construction begins unless the Public Works Department, for good cause shown, has granted an extension of time. Absent a showing of good cause for delay, failure to complete construction within 365 days shall result in the requirement that additional bond monies be posted or immediate forfeiture of all bond monies, at the discretion of the City.

III. TERM OF BOND – GENERALLY.

- A. Monies earmarked as surety for specific performance shall remain in trust and subject to forfeiture until Final Acceptance of the Improvements by the City, *provided*, partial early release of funds may be allowed as described below.
- B. Maintenance monies shall be held for **TWO YEARS** after date of Final Acceptance by City to ensure maintenance is properly performed by Principal and any defects in construction are repaired.

IV. ASSIGNED MONIES SHALL BE RELEASED UPON DEMAND OF THE CITY OF KENT, AND ONLY WITH THE CITY'S CONSENT

It is understood and agreed that all monies being held under this Assignment will be released to the City of Kent on demand with no other condition of release. It is further understood and agreed that the institution named above holds said monies in its possession and agrees to hold these monies until a release of this Assignment is received in writing from the City of Kent.

V. PARTIAL RELEASE OF BOND MONIES AS WORK IS SATISFACTORILY PERFORMED

The parties agree that 100 % of the penal sum listed in section I, above, shall constitute surety funds to guarantee specific performance by the Principal of the work required to

construct and maintain the Improvements. However, portions of the penal sum may be released prior to Final Acceptance of the Improvements by the City if the Public Works Department has determined that all major stages of construction have been satisfactorily completed.

VI. WHEN ADDITIONAL BOND MONIES REQUIRED

The City may require additional surety monies be posted whenever a change in circumstances appears to make additional security necessary as a guaranty of performance by the Principal.

VII. FORFEITURE DUE TO NON-PERFORMANCE

- A. Failure by Principal to fully and satisfactorily perform, or to post additional surety monies as required by the City, shall result in forfeiture to the City of any and all monies held under this Assignment.
- B. Failure by Principal to satisfactorily complete construction within 365 days after construction was begun, absent any extensions granted for good cause, shall constitute non-performance *per se*.

VIII. MONIES HELD AS WORKMANSHIP and MAINTENANCE SURETY

- A. Principal agrees that **10% of the penal sum indicated in Section I or \$10,000**, whichever is greater, shall be held in trust as a guaranty against potential costs to the City related to defective materials or workmanship or to ensure performance of other maintenance required by the Improvements. This sum shall be held in trust for a period of two years from the date of Final Acceptance of the Improvements by the City.
- B. To avoid forfeiture of monies, Principal agrees to promptly correct any deficiencies in construction and/or make any emergency repairs requested by the City during the two year period. Principal agrees to promptly reimburse the City for any emergency repairs performed by the City or its agents.
- C. To avoid forfeiture of monies, Principal agrees to properly maintain the Improvements pending Final Acceptance of the Improvements by the City.

IX. FINAL RELEASE OF ALL REMAINING MONIES

Any monies still held under this Assignment that have not been otherwise forfeited due to non-performance shall be released two years after the date of Final Acceptance of the

Improvements by the City, *provided*, any monies subject to dispute between the parties shall remain in trust pending resolution of the dispute.

Signed and executed this _____ day of _____ 2____.

SIGNATURE OF PRINCIPAL

Print Name and Title

Address:

Telephone: _____

SAMPLE

ACCEPTANCE

The undersigned hereby accepts the foregoing Assignment of _____
 _____ (Account No.) in the sum of \$_____ with payment of same
 to be made upon demand by the City of Kent and with no other condition of release of said
 deposit.

Name of BANK or other Institution

Address:

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

Telephone: _____

By: _____

I hereby certify that I know or have satisfactory evidence that

Signature of Authorized Personnel

(Signature must be as notarized below)

____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she is authorized to execute the instrument on behalf of [name of company:]

Print Name: _____

Title: _____

as its [title:] _____, and such execution to be the free and voluntary act of such party for the uses and purposes mentioned in the foregoing instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC, in and for the State of Washington

residing at:_____

My appointment expires: _____

RELEASE

The undersigned does hereby acknowledge that conditions of the foregoing obligation have been satisfactorily met, and hereby authorizes the release of the sum of \$_____ from (Account No.)_____ in (name or bank or other institution)_____

Dated this _____ day of _____, 2____.

CITY OF KENT

Authorized Signature: _____

Print Name: _____

Title: _____

SAMPLE

2. Construction Surety Bond

(All appendix documents are samples only and subject to change without notice)



MAIL TO:
CITY OF KENT
Attn: Development Engineering
220 - 4th Avenue South
Kent, WA 98032

CONSTRUCTION SURETY BOND INCLUDING SPECIFIC PERFORMANCE & MAINTENANCE PROVISIONS

Project: _____
KIVA#: _____
Location: _____
Tax Account#: _____
Bond Account #: _____

I. SPECIFIC PERFORMANCE

We, _____, a [type of entity:] _____
("Principal"), and _____, a surety insurer registered in the
State of Washington ("Surety"), hereby obligate ourselves, our successors and assigns, jointly
and severally, to the City of Kent, Washington ("City"), the sum of

\$ _____,

which equals at least **125 percent** of the approved engineer's estimate of the costs to complete the construction project that the Principal wishes to undertake, as referenced above and more completely described in approved plans on file with the City and in the Engineer's Cost Estimate. The Principal and Surety agree to obligate themselves to the City in the listed amount because undertaking this construction project ("the Improvements"), may cause damage and disruption to land and/or public rights-of-way within the City limits.

II. GENERAL TERMS & CONDITIONS

- A. All construction and restoration shall be in accordance with all applicable local, state, and federal laws, permits, and regulations. The Improvements and their appurtenances shall be constructed in accordance with the approved plans.
- B. Principal shall give the City's construction inspector at least twenty-four (24) hours' notice prior to the commencement of **any work**.
- C. Traffic control during construction shall be in accordance with the Manual on Uniform Traffic Control Devices.
- D. Principal shall **fully complete** construction no later than **365 days** after construction begins, unless the City's Public Works Department has, in its sole discretion, granted an extension of time in writing.

III. TERM OF BOND – GENERALLY

The bond shall remain in force until released in writing by the City, *provided*, partial early release may be allowed as described in Section IV below.

IV. PARTIAL RELEASE OF BOND MONIES AS WORK IS SATISFACTORILY PERFORMED

The parties agree that 100% of the sum listed in section I above shall constitute surety funds to guarantee specific performance by the Principal of the work required to construct and maintain the Improvements. However, in its sole discretion, the City may release, one time only, a portion of the sum secured by this bond.

V. WHEN ADDITIONAL BOND MONIES REQUIRED

The City may require additional bond monies be posted whenever a change in circumstances appears to make additional security necessary as a guaranty of performance by the Principal.

VI. WORKMANSHIP & MAINTENANCE GUARANTEE

- A. Principal agrees that \$_____, shall be retained as a maintenance guarantee against potential costs to the City related to defective materials or workmanship or to ensure performance of other maintenance required by the Improvements for a period of two (2) years from the date of final construction approval by the City.
- B. Principal agrees to promptly correct any deficiencies in construction and/or make any emergency repairs requested by the City during the two (2) year period.
- C. Principal agrees to promptly reimburse the City for any emergency repairs performed by the City or its agents.
- D. Principal agrees to properly maintain the Improvements pending final construction approval of the Improvements by the City.

VII. NON-PERFORMANCE

If the Principal defaults and does not perform the above conditions within the time specified, or any time extension that may be granted by the City in writing, then the Surety shall, within thirty (30) days of demand of the City, make a written commitment to the City that, at the City's sole discretion, the Surety will either:

- A. Remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
- B. Tender to the City within an additional five (5) business days the amount reasonably necessary, as determined by the City, for the City to remedy the default, up to the total bond amount. Should the Surety elect this option, then upon completion of the requirements or work and acceptance of such requirements or work by the City, the City shall, after acceptance of any warranty, maintenance, monitoring, or other permit requirements, return any excess to the Surety.

VIII. CITY SHALL DETERMINE SATISFACTORY PERFORMANCE

The City shall determine whether Principal has satisfactorily performed as required. Upon City's determination that Principal has failed to satisfactorily perform, Principal shall be in default and the Surety's obligations under this bond shall immediately accrue; provided, however, that nothing in this section shall prohibit Surety from subsequently bringing an action to seek repayment from the City for wrongly determining Principal's unsatisfactory performance.

IX. JURISDICTION AND VENUE

If the parties are unable to settle any dispute, difference, or claim arising from the parties' performance under this bond, the exclusive means of resolving that dispute, difference, or claim shall only be by filing suit exclusively under the venue, rules, and jurisdiction of the King County Superior Court, King County, Washington, unless the parties agree in writing to an alternative dispute resolution process.

X. ATTORNEY FEES

In any claim or lawsuit arising from the parties' performance under this bond, each party shall pay its own legal costs and attorney fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law.

Signed and executed this _____ day of _____, 20_____.

PRINCIPAL

SURETY

Signature Date

Signature Date

Print Name:

Print Name:

Title:

Title:

Address:

Address:

City: State: Zip:

City: State: Zip:

Telephone:

Telephone:

Note: To be considered complete, both the Principal and Surety must sign this bond and the Surety must notarize its signature and attach a copy of its power of attorney.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I hereby certify that I know or have satisfactory evidence that _____
_____ is the person who appeared before me, and said person
acknowledged that he/she signed this instrument, on oath stated that he/she is authorized to
execute the instrument on behalf of [name of entity:] _____
as its [title:] _____, and such execution to be the free and
voluntary act of such party for the uses and purposes mentioned in the foregoing instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC, in and for the State of Washington
residing at: _____
My appointment expires: _____

3. Bill of Sale

(All appendix documents are samples only and subject to change without notice)



MAIL TO:
CITY OF KENT
ENGINEERING DEPARTMENT
ATTN: _____
220 – 4TH AVENUE SOUTH
KENT, WASHINGTON 98032
Project: _____

Permit#: _____

Location: _____

Parcel #: _____

**BILL OF SALE
CITY OF KENT
KING COUNTY, WASHINGTON**

THIS INSTRUMENT made this _____ day of _____ 20____, by and between _____, hereinafter called "Grantors", and City of Kent, a municipal corporation of King County, State of Washington, hereinafter called "Grantee":

WITNESSETH:

That the said Grantors for a valuable consideration does hereby grant, bargain, sell to Grantee the following described improvements:

A. WATERMAINS:

Together with a total of _____ gate valves at \$ _____ each, _____ hydrants at

\$ _____ each and/or any other appurtenances thereto.

ON
(street, easement, etc.)

FROM

TO

Including _____ linear feet at \$ _____ per LF of _____

(size & type) _____ waterline.

B. SANITARY SEWERS:

Together with a total of _____ manholes at \$ _____ each and/or any other appurtenances thereto.

ON FROM TO
(street, easement, etc.)

Including _____ linear feet at \$ _____ per LF of _____

(size & type) _____ sewerline.

C. NEW STREETS:

Together with curbs, gutters, sidewalks, and/or any other appurtenances

ON FROM TO
(street, easement, etc.)

Including _____ linear feet at \$ _____ per LF of _____

(size & type) _____ (improvement).

D. FRONTAGE IMPROVEMENTS:

Together with lights, trees, landscaping (except residential streets) and/or any other appurtenances

ON FROM TO
(street, easement, etc.)

Including _____ linear feet at \$ _____ per LF of _____

(size & type) _____ (improvement).

E. STORM SEWERS:

Together with a total of _____ manholes at \$ _____ each or total of _____ catch basins at \$ _____ each, _____ LF of biofiltration swale or drainage ditch with a total cost of \$ _____ , _____ cubic feet of detention pond storage with a total cost of \$ _____, and/or any other appurtenances thereto.

ON
(street, easement, etc.)

FROM

TO

Including _____ linear feet at \$ _____ per LF of _____

(size & type) _____ sewerline.

To have and to hold the same to the said Grantee, its successors and assigns forever.

The undersigned hereby covenants that it is the lawful owner of said property; and that the same is free from all encumbrances; that all bills for labor and materials have been paid; that it has the right to sell the same aforesaid; that it will warrant and defend the same against the lawful claims and demand of all person(s).

The Bill of Sale is given on consideration of the agreement of the Grantee for itself, its successors and assigns to incorporate said utilities in its utility system and to maintain them as provided in the applicable City Ordinances. The City accepts the items subject to staff approval and completion of a 2 year maintenance period.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this _____ day of _____ , 20 _____.

GIVEN under my hand and official seal this _____ day of _____ 20____.

My Commission Expires:

STATE OF WASHINGTON)

) SS

COUNTY OF KING)

On this _____ day of _____, 20_____, before me, the

undersigned A Notary Public in and for the State of Washington, duly commissioned and sworn,

personally appeared _____ and _____ to me to be

the _____ and _____ respectively of

_____ the _____ that executed the foregoing

instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said

_____ for the uses and purposes therein mentioned, and on oath stated that

Witness my hand and official seal hereto affix the day and year first above written.

Notary Public in and for the State of

My Commission Expires:

The Bill of Sale is given and accepted pursuant to a motion duly made, seconded, and passed by the City

Council of the City of Kent, King County, Washington, on the _____ day of _____

_____, 20____.



ENGINEER'S CERTIFICATION

CITY OF KENT

KING COUNTY, WASHINGTON

The figures used on the Bill of Sale for _____
project dated _____, for the same said
_____ project.

_____ the undersigned P.E. or
land surveyor is the person responsible for the preparation of the Bill of Sale and is an
employee of _____, the firm
responsible for the preparation of the Record Drawings.

Signature

(Engineer stamp required)

PRIVATE GRINDER PUMP AGREEMENT

THIS AGREEMENT made by and between **CITY OF KENT**, King County, a municipal corporation of the State of Washington, hereinafter referred to as "the City", and _____, hereinafter referred to as "Owner" for the purpose of permitting Owner to connect building plumbing/mechanical improvements on Owner's property to the City's sanitary sewer system on a permanent basis to serve Owner's property:

WITNESSETH:

WHEREAS, the City operates and maintains a sanitary sewer system within its boundaries which can serve property of Owner, and

WHEREAS, Owner presently desires to have constructed and connected, at Owner's cost, building plumbing/mechanical improvements on Owner's property to the City's sanitary sewer system through the installation of a grinder pump and a building sewer on Owner's property, and a side sewer between the Owner's property and the City's sanitary sewer system; which grinder pump, building sewer, and side sewer are hereinafter collectively referred to as the "sewer service connection", and

WHEREAS, the consent of the City is required to permit Owner to serve such property on a permanent basis, and

WHEREAS, the City agrees to permit same under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained in the Agreement, it is hereby agreed by the parties as follows:

1. The land for which a sewer service connection is requested and to which this Agreement applies, is realty in King County, Washington, legally described in Exhibit "A" and generally depicted in Exhibit "B", hereinafter referred to as "Owner's property", attached hereto and by this reference incorporated herein. By executing this Agreement, Owner represents and warrants that it is the owner of record of the above-described property.

2. On condition of fulfillment of Owner's obligations herein, the City consents to a sewer service connection as described herein.

3. Owner hereby acknowledges and agrees that the construction of the sewer service connection, including conformance with applicable rules and regulations of the City, land-use authority, other agencies of jurisdiction, and/or applicable covenants, codes and/or restrictions, shall be the sole responsibility of the Owner.

4. Owner hereby acknowledges and agrees that all portions of the sewer service connection, including the portion of the sewer service connection located outside of the Owner's property, shall be owned, operated and maintained by Owner, subject to permitting and other requirements of the City. Operation and maintenance shall include, but is not limited to, replacement parts, labor and emergency repairs for grinder pump(s), electrical components, and/or facilities, pipe, check and isolation valves, and other appurtenances to the sewer service connection.

5. Owner acknowledges and agrees that the Owner is solely responsible for any damage(s) attributable to the sewer service connection, and further agrees to indemnify and hold harmless the City for injury to person or property or for any other damage(s) occasioned by use of the sewer service connection.

6. Owner hereby acknowledges and agrees to reimburse the City for any and all charges incurred by the City for construction, operation, and/or maintenance of the sewer service connection, whether performed at the Owner request or otherwise. Any amounts remaining unpaid after demand for payment shall be subject to the City's lien rights and may be foreclosed pursuant to R.C.W. Chapter 57.

7. Owner agrees to make provisions to manage sewer flows from the building plumbing/mechanical improvements on Owner's property in the event of a power outage that renders the sewer service connection inoperable and/or unusable. Acceptable provisions include providing a minimum 24-hour storage capacity in the private grinder pump system, and/or making available a standby engine-driven emergency generator available to operate the private grinder pump.

8. The Owner certifies that is has retained a grinder pump design professional to prepare plans and specifications for the sewer service connection. Such design professional shall be licensed to perform work in the State of Washington.

9. The City shall have the right at such time as it deems necessary, without prior institution of any suit or proceeding at law and without prior notice to Owner, to install, repair, reconstruct, operate and/or maintain the system shut-off valve located within the service valve box, and to enter upon said real property described in Exhibit "A" and depicted in Exhibit "B" for the purposes described herein, without incurring any legal obligation or liability therefore, provided that such shall be accomplished in such manner that existing private improvements shall not be disturbed or destroyed, except as provided hereunder. Owner hereby agrees to not in any way block, restrict or impede access to or from, or full use of, the system shut-off valve; or convey to a third party any easement, or other interest or right of use of said real property subject to such easement, that would impair or limit the rights granted to the City herein.

10. This Agreement shall constitute a covenant running with the land and servitude upon the property described herein and shall be binding upon all successors in interest to Owner.

11. Upon connection of the building plumbing/mechanical improvements on Owner's property as described herein to the City's sanitary sewer system, Owner agrees to comply with all rules, regulations and resolutions of the City.

WITNESS our hands and seals.

CITY OF KENT
King County, Washington

() (date)

Dated:_____

() (date)

Dated: _____

STATE OF _____)
)ss.
County of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: _____

[_____]
[_____] (Signature)
[_____] Notary Public
[_____] Title
[_____]
[_____] My appointment expires _____
[_____]
[_____]
[_____]
[_____]
[_____]
[_____]

For recording in the State of Washington, the Notarial Seal must be fully legible and cannot intrude into document margins. Please affix seal in the space provided.

EXHIBIT "A"

Legal Property Description

SAMPLE

Property Depiction

SAMPLE