

CRITICAL AREAS SURETY BOND INCLUDING SPECIFIC PERFORMANCE & MAINTENANCE PROVISIONS

MAIL TO: CITY OF KENT

Attn: Development Engineering

220 - 4th Avenue South Kent, WA 98032-5895

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 ("City"), the sum of

\$_____

which equals at least **125 percent** of the approved estimate of the cost to complete the construction project that the Principal wishes to undertake, as referenced above and as more completely described in approved plans on file with the City, including the critical areas mitigation plan. The Principal and Surety agree to obligate themselves to the City in the listed amount because undertaking this critical areas mitigation work ("Improvements") may cause damage and disruption to land and/or public right-of-way within the City.

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 and maintained in accordance with the approved plans.
- B. Principal shall **fully complete** construction prior to issuance of any building or construction permits, unless a phased or concurrent schedule has been approved by the City.
- C. Principal shall conduct a five-year monitoring program, which five-year maintenance and monitoring period shall begin to run only upon written approval by the City of the completed Improvements required by the approved mitigation plan.

III. TERM OF BOND - GENERALLY

This bond shall remain in force until released in writing by the City.

IV. WHEN ADDITIONAL BOND FUNDS REQUIRED

The City may require the Principal to post additional bond funds if the City demonstrates that a change in conditions or circumstances makes additional security necessary to guarantee performance by the Principal.

V. WORKMANSHIP & MAINTENANCE GUARANTEE

- A. Principal agrees that **100% of the sum indicated in Section I** shall be retained as a guarantee against potential costs to the City related to defective materials or workmanship and to ensure performance of maintenance and monitoring required by the Improvements for a period of **five (5) years** from the date of **written approval of the completion of the improvements** 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 five (5) 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 written approval of the completion of the Improvements by the City.
- E. Principal agrees to conduct monitoring programs for a period of five (5) years from the date of written approval of the completion of the Improvements by the City. Principal agrees to submit monitoring reports to the City at intervals identified in the approved mitigation plan.

VI. NON-PERFORMANCE

If the Principal defaults and does not perform any conditions required under this bond 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 City elect this option, then upon completion of the Improvements and acceptance of the Improvements by the City, the City shall, after acceptance of any warranty, maintenance, monitoring, or other permit requirements, return any excess to the Surety.

VII. 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.

VIII. 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.

IX. 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.

This bond will take effect on the date last entered below.

PRINCIPAL		SURETY			
Signature	Date	Signature		Date	,
Print Name:		Print Name	:		
Title:		<u>Title:</u>			
Address:		Address:			
City: State	e: Zip:	City:	State:	Zip:	
Telephone:		Telephone:			
Note: To be co lender) must si attach a copy of it	ign this bond an	the Surety m	_		
Accepted: City (Date:	of Kent				
CDITICAL ADEAS SLID	ETV ROND				

SURETY ACKNOWLEDGMENT

STATE OF WASHINGTON)	
COUNTY OF KING) ss.	
satisfactory evidence that person who appeared before me, ar this instrument, on oath stated that	
IN WITNESS WHEREOF, I had day and year first above written	ave hereunto set my hand and official seal the
	NOTARY PUBLIC, in and for the State of Washington, residing at
	My appointment expires