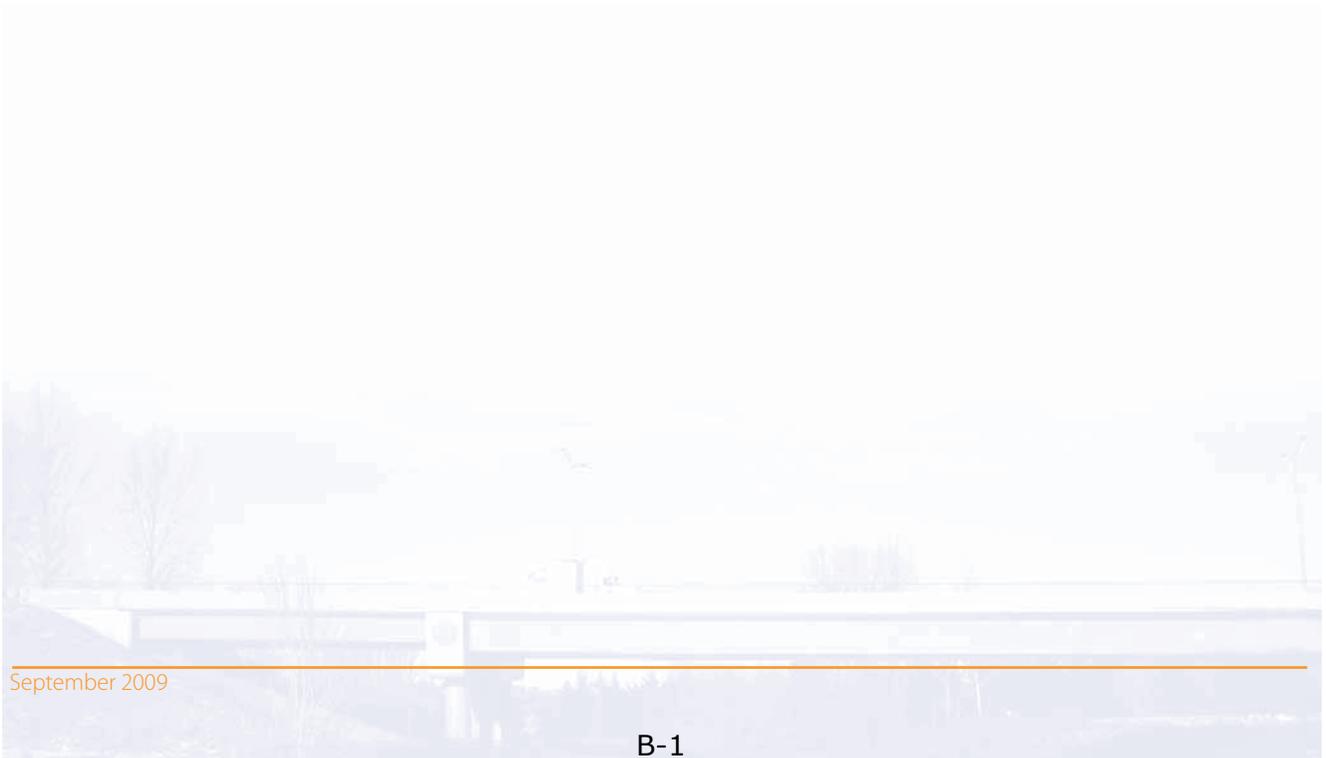


## **APPENDIX B: SAMPLE FORMS**

*(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



1. ASSIGNMENT PERFORMANCE BOND



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

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

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\_\_\_\_.

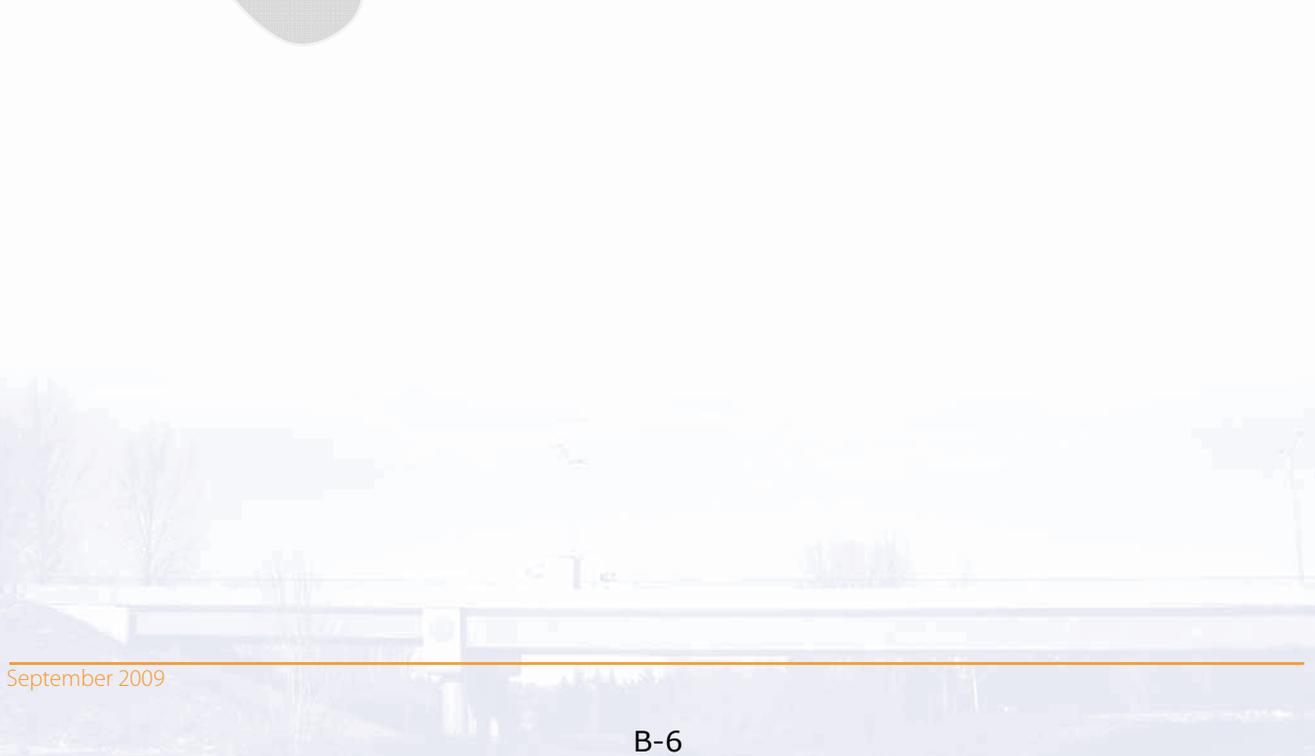
\_\_\_\_\_  
SIGNATURE OF PRINCIPAL

\_\_\_\_\_  
Print Name and Title

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

Telephone: \_\_\_\_\_

SAMPLE





**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

C  
I  
T

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 - 4<sup>th</sup> Avenue South  
Kent, WA 98032

**CONSTRUCTION SURETY BOND  
INCLUDING SPECIFIC PERFORMANCE  
and 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 ("City"), the penal 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 described in approved plans on file with the City's Public Works Department. 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 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 **fully completed** no later than **365 days** after construction begins, unless the City's Public Works Department has, for good cause shown, granted an extension of time.

### 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 below.

In its sole discretion, the City may grant a reduction in the penal sum of the bond 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.

### IV. WORKMANSHIP and MAINTENANCE GUARANTY

- A. Principal agrees that 10% of the penal sum indicated in Section I or \$10,000, whichever is greater, shall be retained 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 for a period of two years from the date of Final Acceptance 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 two year period.
- C. Principal agrees to promptly reimburse the City for any emergency repairs performed by the City or its agents.

### V. 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, then the Surety shall, within thirty (30) days of demand of the City, make a written commitment to the City that it 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 three (3) 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, monitoring, or other ordinance requirements, return any excess to the Surety.

### **VI. 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.

### **VII. 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.

### **VIII. ATTORNEYS FEES**

In any claim or lawsuit arising from the parties' performance under this bond, each party shall pay its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; *provided*, nothing in this paragraph shall be construed to limit the City's indemnification rights.



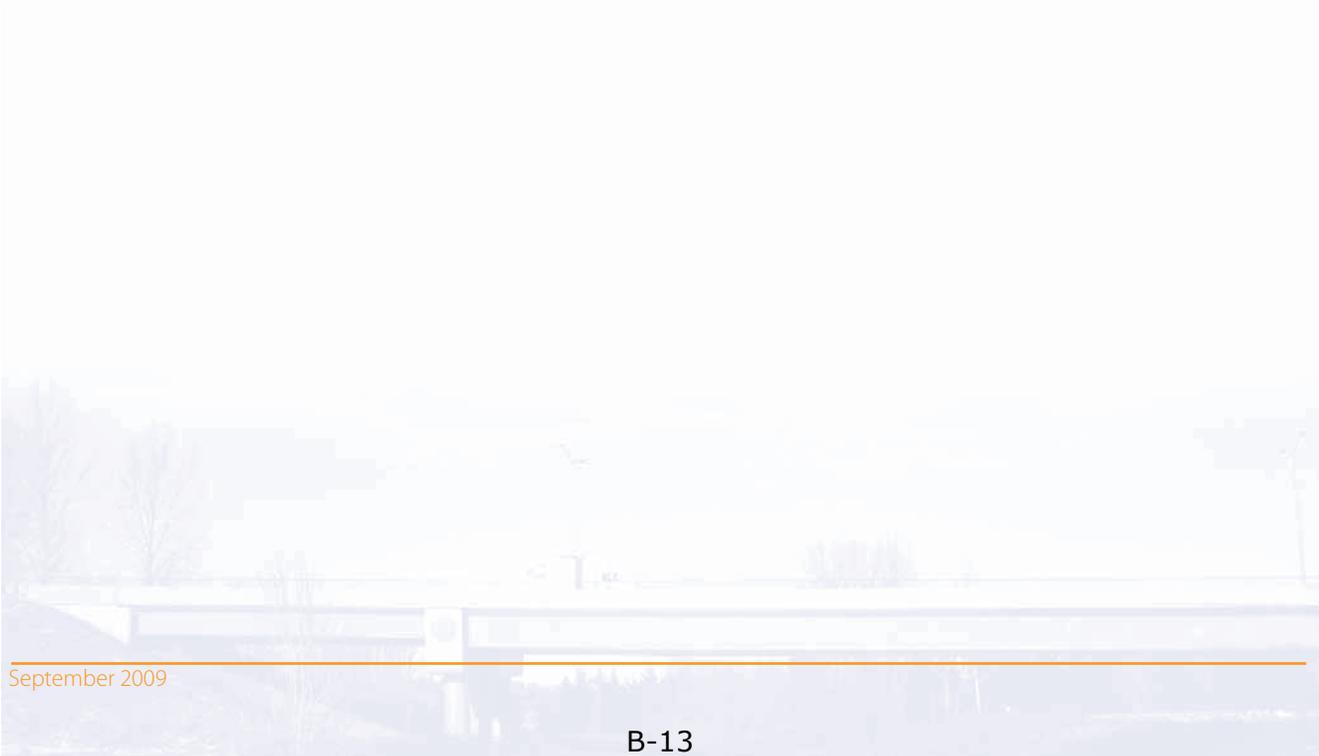
WITNESS my hand and official seal hereto affixed the day and year first above written.

\_\_\_\_\_

NOTARY PUBLIC, in and for the State of Washington  
residing at: \_\_\_\_\_

My appointment expires: \_\_\_\_\_

SAMPLE



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
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 FROM TO
(street, easement, etc.)

Including \_\_\_ linear feet at \$ \_\_\_ per LF of \_\_\_
(size & type) \_\_\_ waterline.







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 they are authorized to execute the said instrument.

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

\_\_\_\_\_  
Notary Public in and for the State of Washington, residing at

\_\_\_\_\_  
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)***