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

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.
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 __________________________ 20____.

________________________________________
SIGNATURE OF PRINCIPAL

________________________________________
Print Name and Title

Address:

________________________________________
________________________________________

Telephone:______________________________
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.
COUTNY 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 company:]

___________________________

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.

__________________________________________

Signature of Authorized Personnel

(Signature must be as notarized below)

Telephone:___________________________

By:___________________________

Print Name:___________________________

Title:___________________________

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 ______________________, 20__.

CITY OF KENT

Authorized Signature: __________________

Print Name: _____________________________

Title: _________________________________
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
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.
Signed and executed this ______ day of ______________________, 20______.

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**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.
COUTNY 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.

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Including _________ linear feet at $ __________ per LF of __________

(size & type) _________ sewerline.

C. **NEW STREETS:**
Together with curbs, gutters, sidewalks, and/or any other appurtenances

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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

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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.

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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 ______.

______________________________  ______________________________

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

__________________________________________  _______________________________

__________________________________________  _______________________________

__________________________________________  _______________________________

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 ______________________________________ to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged to me that he/she signed
and sealed this instrument as his/her free and voluntary act and deed for the uses and purposes therein
mentioned.

GIVEN under my hand and official seal this _______ day of __________________ 20 ______.

__________________________________________

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

__________________________________________

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 ___________________________ 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)