



**CRITICAL AREAS SURETY BOND  
INCLUDING SPECIFIC PERFORMANCE &  
MAINTENANCE PROVISIONS**

MAIL TO:  
CITY OF KENT  
Attn: Development Engineering  
220 - 4<sup>th</sup> 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.



