



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

- A. Principal agrees that **20% of the sum indicated in Section I or \$5,000**, 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 (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:

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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: \_\_\_\_\_