

**CITY OF MAPLE VALLEY
PRIVATE PROJECT DEVELOPMENT
PERFORMANCE BOND**

BOND # _____ DATE POSTED: _____
PROJECT COMPLETION DATE: _____

RE: Maple Valley Subdivision/Plat/Name: _____
Owner/Developer/Contractor: _____
Project Address: _____

KNOW ALL PERSONS BY THESE PRESENTS: That we, _____
(hereinafter "Principal") and _____, a corporation
organized under the laws of the State of _____, and authorized to transact
surety business in the State of Washington (hereinafter "Surety"), are held and firmly bound unto
the City of Maple Valley, Washington, (also "Obligee") in the sum of _____
(\$ _____) dollars, lawful money of the United States of America, for the payment of which sum
we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns,
jointly and severally. We agree to be bound by the laws of the State of Washington and to be
subject to jurisdiction of the State of Washington. We further agree to venue in King County,
Washington, for all demands, suits and actions of any kind initiated under this bond.

WHEREAS, the above named Principal has entered into a certain agreement with the City, or
has been granted approval by the City, for the construction of _____,
consistent with the approved engineering plans prepared by _____, and
referenced in the City's design review file # _____, within the City; and

WHEREAS, the project consists of:

_____ ; and

WHEREAS, the agreement or the approval granted by the City requires that certain
improvements be made in connection with construction of the project; and that such
improvements be constructed in full compliance with City standards, and the plans and
specifications submitted with the project, as required by the City; and

WHEREAS, the agreement or the approval granted by the City requires that the improvements
are to be made or constructed within a certain period of time, unless an extension is granted in
writing by the City; and

WHEREAS, said City Municipal Code, 18.90.040.B; 18.90.060.E.2 requires that a good and sufficient bond in the amount of 150% of the estimated amount of installing the improvements be furnished by said Principal guaranteeing the satisfactory performance of said improvements;

NOW, THEREFORE, it is understood and agreed that this obligation shall continue in effect until released in writing by the City of Maple Valley, but only after the Principal has performed and satisfied the following conditions:

A. Conditions.

1. The improvements to be constructed by the Principal include: (insert complete description here)

2. The Principal must construct the improvements to conform to the design, location, materials and other specifications for the indicated site improvements, as required by the City in the above-referenced City file. In addition, the Principal must construct the improvements according to the applicable ordinances and standards of the City and/or state statutes at the time such agreement is entered into or such approval is granted.
3. The Principal must have completed all improvements required by the above-referenced conditions, plans, and City file within one year, which time period shall begin to run from the date of issuance of this bond. Improvements not completed within this time period will require the Principal to renew or extend the bond and to provide copies of the renewal or extension to the City.
4. The Principal must have paid all sums owing to laborers, contractors, mechanics, subcontractors, materialmen and suppliers or others as a result of such work for which a lien against any City property has arisen or may arise.
5. The Principal must obtain acceptance by the City of the work completed, all on or before the completion date set forth in paragraph 3 above.

B. Default.

1. If the Principal defaults and does not perform the above conditions within the time specified, then the Surety shall, within twenty (20) 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 ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection B(1)(b), the City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. Within 45 days of completion of the remedy, the City shall provide the Surety with an accounting of the money expended on the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs, which exceeded the City's estimate, limited to the bond amount.

- 2. In the event the Principal fails to complete all of the above referenced improvements within the time period specified by the City, then the City, its employees and agents shall have the right at the City's sole election to enter onto said property described above for the purpose of completing the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to complete such improvements.
- C. Corrections. Any corrections required by the City shall be commenced within seven (7) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this bond as described in Section B above.
 - D. Extensions and Changes. No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The surety waives notice of any such change, extension, alteration or addition thereunder.
 - E. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this Agreement shall be governed by the laws of the State of Washington and further agrees that venue for any litigation arising out of this Agreement shall be in King County Superior Court.
 - F. Bond Expiration; Maintenance Bond. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and a bond guaranteeing maintenance of all improvements for a period of twenty-four (24) months from acceptance has been submitted to the City, in a form acceptable to the City Attorney and until released in writing by the City. Pursuant to MVMC 18.90.050.F. or 18.90.060.E.2.b., the amount of the

maintenance bond shall be 20% of the estimated value of the improvements. Notwithstanding the foregoing, in the event that the Principal determines not to commence construction of the project, upon thirty-days written notice to the City, which notice shall include a statement that all project permits and entitlements have been waived by the Principal, and upon satisfactory demonstration that construction has not been commenced, the City shall release the bond described herein. Upon release of the bond pursuant to the above sentence, all project permits and entitlements shall be cancelled. In the event the project permits are sold or transferred to a third-party for development, the City agrees to release the bond following acceptance of a substitute bond or other security from the new developer in a form acceptable to the City.

DATED this _____ day of _____, 20__.

SURETY COMPANY
(Signature must be notarized)

DEVELOPER/OWNER
(Signature must be notarized)

By: _____
Its: _____
Print Name: _____
Business Name: _____
Business Address: _____
City/State/Zip Code: _____
Telephone Number: _____

By: _____
Its: _____
Print Name: _____
Business Name: _____
Business Address: _____
City/State/Zip Code: _____
Telephone Number: _____

APPROVED BY:

Patricia Taraday, City Attorney

CHECK FOR ATTACHED NOTARY SIGNATURE

____ Individual (Form P-1)
____ Corporation (Form P-2)

FORM P-2 / NOTARY BLOCK (Use For Partnership or Corporation Only)
(For Developer/Owner)

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged as the _____
_____ of _____ that (he/she) signed
this instrument, on oath stated that (he/she) was authorized to execute the instrument and
acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the
instrument.

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing
at _____
My Commission expires: _____

(For Surety Company)

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged as the _____
_____ of _____ that
(he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the
instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes
mentioned in the instrument.

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing
at _____
My Commission expires: _____