



PUBLIC IMPROVEMENTS PERFORMANCE SECURITY BOND

STATE OF WASHINGTON)
)ss.
CITY OF LAKE STEVENS)

Bond No.: _____
Security Type: _____

We, _____(applicant/developer/owner) as Principal, and _____, a corporation organized under the laws of the State of _____, and duly authorized to transact business in the State of Washington, as Surety, are held and firmly bound unto the City of Lake Stevens, State of Washington, in the amount of _____(\$_____) for the payment of which sum we bind ourselves, and each of our executors, administrators, successors and assigns, jointly and severally.

Now, therefore, the conditions of this obligation are such, that the Principal will post a security bond of 150 percent of the estimated cost of _____ and abating potential adverse impacts to public and private drainage facilities from the failure to complete the project of _____, as specified project file number _____ as approved by the City of Lake Stevens pursuant to Lake Stevens Municipal Code 14.16A.180.

Said Bond shall be retained until final inspection and construction acceptance by the City of all items specified by the approved plans, or until the City of Lake Stevens accepts a security bond for a temporary certificate of occupancy.

IT IS FURTHER EXPRESSLY PROVIDED THAT:

1. Until written release of this obligation by the City of Lake Stevens, this bond may not be terminated or canceled by the Principal or Surety for any reason. Any extension of time for the Principal’s performance of the Agreement shall not release the surety from its obligation herein.
2. The liability of the Surety shall not be discharged if affected by an amendment of the plan or plans for the required work as specified above. The Surety waives notice of any such amendment.
3. Within 30 days of receiving notice that the Principal has defaulted on some or all of the terms of the Agreement, the Surety shall make a written commitment to the City of Lake

Stevens that it will either: (a) remedy the default itself with reasonable diligence, or (b) tender to the City of Lake Stevens within an additional 30 days the amount necessary for the City to remedy the default, up to the total bond amount. The Surety shall then fulfill its obligation under this bond, according to the option it has elected.

If the Surety elects option (b), then upon completion of the remedy the City of Lake Stevens shall notify the Surety of the actual cost of the remedy. The City shall return, without interest, any overpayment made by the Surety and the Surety shall pay the City any actual cost which exceed the City's estimate, limited to the bond amount.

It shall be the responsibility of both the Principal and the Surety to inform the City of Lake Stevens of any address change. Changes of address should be mailed to the City of Lake Stevens, PO Box 257 Lake Stevens, WA 98258. The City will only mail to the last known address of the Principal and Surety.

Signed this _____ day of _____, 20____.

Principal

Surety or Holding Institution (seal)

Address

Address

City/ State/ Zip

City/ State/ Zip

Phone

Phone

By: _____

By: _____
Attorney-in-Fact
(Attach Power of Attorney)

Accepted by the City of Lake Stevens this _____ day of _____, 20____.

City of Lake Stevens

Receipt Acknowledged:

By: _____

Date: _____