



Maintenance Bond

Bond No. _____

Permit No. _____

KNOW ALL PERSONS BY THESE PRESENTS:

THAT we, _____, as Principal, and a _____, corporation organized under the laws of the State of _____, and authorized to transact surety business in the State of Washington (hereinafter called the "Surety"), are held and firmly bound unto the City of Tukwila (City), a Political Subdivision of the State of Washington, as Obligee, in the full and just sum of \$ _____ dollars (_____) (which sum shall be designated by the city engineer but may not be less than \$5,000 or 10% of the estimated cost of the improvements within the right-of-way, whichever is greater) to the payment of which well and truly to be made we do bind ourselves, successors and assigns, firmly by these presents.

WHEREAS, the above named Principal has constructed and installed certain improvements in connection with a project as described in the above referenced permit and within the City at (site address), which project required the improvement or repair of pavement, sidewalk, crosswalk, curb, driveway, gutter, sewer, watermain or any other structure or improvement in the City of Tukwila; and

WHEREAS, said Obligee requires that a good and sufficient bond be furnished by said Principal guaranteeing against all defects in workmanship and materials for the pavement, sidewalk, crosswalk, curb, driveway, gutter, sewer, watermain or any other structure or improvement for the period of two (2) years after completion and approval of project construction to the City of Tukwila.

NOW, THEREFORE, the condition of this obligation is such, that if within two (2) years from the date of completion of construction of said project permit there shall be disclosed poor workmanship in the execution of said work, and the carrying out of the terms of said permit, or it shall appear that defective materials were furnished thereunder, then this obligation shall remain in full force and effect, otherwise this instrument shall be void. If the city identifies any repair work the financial guarantee will extend to either 1 year after the repair is accepted by the city or the end of the original 2- year time period, whichever is longer.

This bond may not be cancelled or allowed to expire by the Surety for any reason during the period in which it is required to be in effect under the terms of the permit and applicable City ordinances, except upon not less than thirty (30) days' prior written notice to the City of Tukwila, delivered by certified mail. Such cancellation or expiration shall not affect any liability incurred or accrued under this bond prior to the effective date of cancellation or expiration. This bond shall remain in full force and effect until released in writing by the City of Tukwila, regardless of the payment of premiums or any other act or omission of the Principal or Surety, and shall not be subject to termination, cancellation, or expiration except as provided herein.

NOTE: To be considered complete, both the Principal and the Surety must sign this bond. The Surety must also notarize their signature and attach a copy of their Power of Attorney.

Principal Signature

Name of Surety

Principal Name
(PLEASE PRINT)

Surety Address

Surety Phone Number

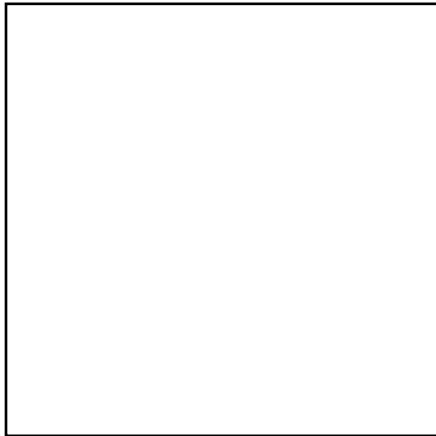
Surety Representative

SURETY NOTARY

DATED: _____.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that they signed the instrument, on oath state that they are 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 Name _____

NOTARY PUBLIC in and for the State of
Washington, residing at

My appointment expires: _____

[ATTACH THE POWER OF ATTORNEY]