



SUPPORTING DOCUMENT WETLAND MITIGATION PERFORMANCE BOND



Kitsap County Code is available online at <http://www.codepublishing.com/wa/kitsapcounty/>
Click on Title 19 Critical Area Ordinance, Chapter 200

Applicant Name: _____ Assessor Tax Parcel #: _____

Project Name: _____

Know all persons by these presents, that _____ of, _____ as Principal, and _____, as Surety, incorporated under the laws of the State of _____ and authorized to conduct a surety business in the State of Washington, are jointly and severally held, bound and obligated unto the County of Kitsap in the full and just sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which we jointly and severally bind ourselves, and each of our heirs, executors, administrators, legal representatives, successors and assigns, firmly by these presents.

The conditions of this bond are such that whereas, on the _____ day of _____, _____, Kitsap County Department of Community Development issued a Site Development Activity Permit Number _____ for the development known as _____, located in Section _____, Township _____ North, Range _____ East/West, Willamette Meridian, Kitsap County Washington. Under the terms of this Site Development Activity Permit, the said Principal, herein, has agreed to furnish all materials and do certain work according to the maps, plans and specifications made a part of said permit. A copy of the maps, plans and specifications are on file with the Department of Community Development and are incorporated herein and made a part of this bond as fully for all purposes as if here set forth at length.

This bond shall cover all approved change orders as if they were in the original contract. Whereas, Kitsap County Code 19 allows the Principal to furnish a bond to guarantee that the Principal will maintain said wetland mitigation, and to guarantee the survivability of any mitigation plantings for a period of not less than five (5) years after final acceptance of said certain improvements by Kitsap County.

The Principle will be responsible for the prompt replacement of any plantings that should fail to survive during the period of this bond.

The Principal, their assigns and successors, but not including the Surety, agrees to hold harmless and indemnify Kitsap County from any and all claims arising from any activity Kitsap County undertakes on the property if it becomes necessary for Kitsap County to conduct maintenance or replacement of said landscaping improvements.

At the end of the two (2) year period of maintenance by the Principal, the Kitsap County Department of Community Development will inspect the said improvements and, if said improvements are found to be in a condition satisfactory to the County, and said improvements have demonstrated survivability for a period of two (2) years after final acceptance, this obligation shall, upon written release by the Department of Community Development, be declared void. In any event, this bond may only be released by the Kitsap County Department of Community Development and will remain in effect until such written release is provided.

The Principal will maintain a commercial liability insurance policy, in accordance with Section 12.12.050 of Kitsap County Code (KCC) Title 12, for the life of this bond in the amount of not less than one million dollars (\$1,000,000) combined single limit bodily injury and property damage, with a two million dollar (\$2,000,000) aggregate. Such insurance will include Kitsap County, its officers and employees as additional insured's, with respect to the terms and conditions of the policy.

_____, Surety, agrees that no change, extension of time, alteration or addition to the work to be performed or to the plans or specifications relating to the same, shall in any way affect our obligation under this Bond, and _____, Surety specifically waives notice of any such change, extension of time, alteration or addition.

_____, Surety, shall honor the County's demand without inquiring whether the County has a right between itself and _____, Principal, to make the demand.

This Bond shall be governed by and construed in accordance with the laws of the State of Washington. Any action with respect to this Bond shall be brought in Kitsap County Superior Court, Port Orchard, Washington.

Dated this _____ day of _____, _____.

PRINCIPAL

SURETY

Name of Principal

Name of Surety

Address of Principal

Address of Local Issuing Agency

Telephone Number

Telephone Number

Principal's Signature

Surety's Signature

STATE OF WASHINGTON)

ss)

COUNTY OF KITSAP)

On this day personally appeared before me _____, to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein stated.

Given under my hand and official seal this _____ day of _____, _____.

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

My Commission expires: _____

Corporate Acknowledgment :)

STATE OF _____
} ss

COUNTY OF _____

On this _____ day of _____ 20____, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____

_____ to me known to be the _____ of _____

_____ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath, stated that _____ authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of _____

My Commission Expires: _____