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 ____________________________________________________________________________, 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 __________ 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

Name of Principal

______________________________

Address of Principal

______________________________

Telephone Number

______________________________

Principal’s Signature

______________________________

SURETY

Name of Surety

______________________________

Address of Local Issuing Agency

______________________________

Telephone Number

______________________________

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: ____________________________