



CITY OF WENATCHEE

P.O. BOX 519 • WENATCHEE, WASHINGTON 98807-0519 • (509) 888-3202

**DEPARTMENT OF PUBLIC WORKS  
PERFORMANCE SECURITY DEVICE INSTRUCTIONS**

*Complete this form to submit at the Public Services Center. Located at 1350 McKittrick St., Wenatchee, WA 98801*

**Please Submit the Following Attached Items (Please submit original forms to City of Wenatchee)**

- The completed Security Information form, along with a completed copy of the Public Works Department Improvement Evaluation Packet, signed by the Public Works.
- The completed Security Agreement, including all required signatures and notarizations
- To finalize the agreement please select the applicable Notary Public Signature pages to complete:
  - Individual
  - Partnership
  - Corporation
  - Limited Liability Company
  - Financial Institution
  - Surety

**To Determine the Amount of your Security**

- Performance Securities are collected at 150 percent of the cost of the incomplete work, based on public right-of-way and utility improvements and private storm drainage improvements.
- The minimum Performance Security for public and private improvements shall be 20 percent of the total value of the required improvements required; this ensures that there is an adequate security amount if the developer fails to submit the required maintenance security.
- A Performance Security will be established in one-year (12 month) increments unless otherwise agreed to by the Public Works Department. Projects that need an extension to their Performance Security shall submit the request to the Public Works Department at least 30 days prior to expiration of the existing Performance Security.
- Prior to release of the Performance Security, the applicant shall post an 18-month Maintenance Security for the project improvements. See Maintenance Security Packet for more information.
- To protect your interests, please note that maintenance of improvements is the responsibility of the applicant for 18 months after final acceptance by the City and posting of the Maintenance Security; this includes any damage by subcontractors or builders working on the project during the 18-month maintenance period.

***Apple Capital of the World***

**DEPARTMENT OF PUBLIC WORKS  
PERFORMANCE SECURITY INFORMATION**

*Complete this form to submit at the Public Services Center. Located at 1350 McKittrick St., Wenatchee, WA 98801*

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

Permit No.: \_\_\_\_\_ City Planner: \_\_\_\_\_

Development Engineer: \_\_\_\_\_ City Inspector: \_\_\_\_\_

**Applicant**

Applicant: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**Security Firm**

Security Firm or Bank: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Email: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**Official Use Only Below**

Date Submitted: \_\_\_\_\_ Release Date: \_\_\_\_\_

Public Works Representative: \_\_\_\_\_

Bond/Security No.: \_\_\_\_\_

Public Works File No.: \_\_\_\_\_

Tracking Systems Case No.: \_\_\_\_\_

This page to be Completed by Public Works

**Total Value of Improvements – per Improvement Evaluation Packet**

- 1. Total value of private storm drainage improvements \$ \_\_\_\_\_
- 2. Total value of public right-of-way and utility improvements \$ \_\_\_\_\_
- 3. Other Required Improvements \_\_\_\_\_ \$ \_\_\_\_\_
- 4. Total (lines 1 - 3) **Total** \$ \_\_\_\_\_

**Remaining/Incomplete Improvements - per Improvement Evaluation Packet & Inspector Review**

- 5. Value of incomplete private storm drainage improvements \$ \_\_\_\_\_
- 6. Value of incomplete public right-of-way & utility improvements \$ \_\_\_\_\_
- 7. Total value of remaining public right-of-way & utility improvements and private storm drainage improvements (line 5+6) \$ \_\_\_\_\_
- 8. 20% of the total value of all improvements per Improvement Evaluation Packet (20% X Line 4 above) \$ \_\_\_\_\_
- 9. **Minimum Improvement Value (Line 7 or 8, whichever is greater)** \$ \_\_\_\_\_
- 10. Contingency Factor X 1.5
- 11. **Total Security Value (Line 9 X 10)** **Total** \$ \_\_\_\_\_

**DEPARTMENT OF PUBLIC WORKS  
PERFORMANCE SECURITY AGREEMENT**

*Complete this form to submit at the Public Services Center. Located at 1350 McKittrick St., Wenatchee, WA 98801*

1. THIS AGREEMENT is entered into between \_\_\_\_\_, hereafter referred to as the "applicant" and the CITY OF WENATCHEE, hereafter referred to as the "City."
  
2. The applicant has applied for a \_\_\_\_\_ for a project known as \_\_\_\_\_ generally located at \_\_\_\_\_ and must perform the following as required by ordinances of the City of Wenatchee:

Note: Describe improvements above if check boxes below do not cover included improvements.

- |  |   |
|--|---|
| <input type="checkbox"/> Construction Storm Drainage | <input type="checkbox"/> Sidewalks            |
| <input type="checkbox"/> Water System                | <input type="checkbox"/> Lighting             |
| <input type="checkbox"/> Sanitary Sewer System       | <input type="checkbox"/> Landscaping          |
| <input type="checkbox"/> Storm Drainage System       | <input type="checkbox"/> Stream/Wetland       |
| <input type="checkbox"/> Paving                      | <input type="checkbox"/> Grading and Clearing |
| <input type="checkbox"/> Curb & Gutter               | <input type="checkbox"/> Miscellaneous        |

3. The City has determined that the estimated cost to fully perform the performance described in paragraph 2 is (Value from Page 3, Line 11 above):  
\_\_\_\_\_

4. The undersigned shall file with the City as security for 12 months maximum (check appropriate method below) for performance of said work:

- A performance bond issued by a surety company licensed as such in the State of Washington  
Bond No. \_\_\_\_\_
- An assignment of funds on deposit in bank account  
Account No. \_\_\_\_\_
- An assignment of existing construction loan proceeds  
Account No. \_\_\_\_\_
- A cash deposit in lieu of bond  
Check No. \_\_\_\_\_

5. Upon request by the applicant and agreement by the City of Wenatchee Public Works Department, the Performance Security may be extended in 12-month increments.
6. In the event the undersigned fails to fully perform the work described in paragraph 2 above within 60 days of formal notice, the City shall immediately take all steps necessary or required to enforce the security device listed in paragraph 4. Such funds as may be received therefrom by the City shall be used solely for the purpose of completing the performance of the work described in paragraph 2 and any documented costs to administer the collection of the security and installation of the improvements. In the event such funds are insufficient in amount to fully pay for such work then required to be done by the City, then in that event such excess cost shall be reimbursed to the City by the undersigned. In the event said funds exceed the actual cost of the improvements required to be then done by the City, any surplus remaining following completion of said work shall be returned to the order of the undersigned applicant and the surety or bank.
7. This agreement shall be binding on the heirs, assigns, successors, administrators, and executors of the parties.
8. Venue for lawsuits, disputes and arbitration shall be Chelan County Superior Court, State of Washington.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CITY OF WENATCHEE:

Signature: \_\_\_\_\_

By: \_\_\_\_\_

DEVELOPER (Applicant):

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

By: \_\_\_\_\_

**DEPARTMENT OF PUBLIC WORKS**  
**PUBLIC WORKS SECURITY AGREEMENT AND ASSIGNMENT OF LOAN PROCEEDS**  
**FOR CONSTRUCTION OF IMPROVEMENTS (PERFORMANCE)**

*Complete this form to submit at the Public Services Center. Located at 1350 McKittrick St., Wenatchee, WA 98801*

Project: \_\_\_\_\_

Developer/Depositor: \_\_\_\_\_

Address: \_\_\_\_\_

Financial Institution: \_\_\_\_\_

Address: \_\_\_\_\_

Account No.: \_\_\_\_\_ Phone No.: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that we have been authorized and directed by \_\_\_\_\_, hereinafter referred to as the developer (applicant), to hold from the funds on deposit in Bank Account No. \_\_\_\_\_, the sum of \$ \_\_\_\_\_, excluding all bank penalty charges, hereinafter referred to as the security value, for completion of improvements in the above-proposed project.

Said improvements include all improvements within the project, together with all conditions to which approval was made subject by City of Wenatchee as specified in the above Wenatchee File No. \_\_\_\_\_, and including but not limited to \_\_\_\_\_.

All of said improvements are to be constructed pursuant to the provisions of the Wenatchee City Code and other applicable ordinances, and according to the City of Wenatchee standards, specifications and Public Works Pre-Approved Plans and Policies.

In the event the developer fails to complete any or all of said improvements, we are hereby authorized and directed by the developer to pay the City of Wenatchee such sums, within the limits of the amount held as determined by the Wenatchee Public Works Official that are necessary to construct or finish construction of said improvement, including maintenance for the time thereafter required from the above-mentioned sum being held under this agreement.

Provided further, however, that in the event said improvements are constructed and a certificate of partial compliance is signed by the Wenatchee Public Works Official and that said improvements have been constructed in accordance with the Wenatchee City Code and other applicable ordinances, and the conditions imposed by the City of Wenatchee have been met, then in that event we are further authorized to release from this security assignment the amount certified in the certificate of partial compliance by the Wenatchee Public Works Official.

The City of Wenatchee shall have first claim and priority on the security value in the event of any default in construction of said improvements. It is further understood and agreed that the aforesaid priority claim is paramount to all parties, including the developer, who agrees that the security value or balance thereof, after approved partial compliance releases, shall be held available to satisfy any aforementioned claim by the City of Wenatchee.

Upon completion and acceptance of improvements, the developer agrees to furnish to the City of Wenatchee a maintenance security agreement in an amount to be determined by the Wenatchee Public Works Official. Upon satisfactory furnishing of said maintenance security, any balance of said sum remaining subject to this security agreement shall be released from this agreement.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CITY OF WENATCHEE

Signature: \_\_\_\_\_

Its: \_\_\_\_\_

DEPOSITOR/DEVELOPER:

Signature: \_\_\_\_\_

Its: \_\_\_\_\_

FINANCIAL INSTITUTION

Signature: \_\_\_\_\_

Its: \_\_\_\_\_

**DEPARTMENT OF PUBLIC WORKS**  
**PUBLIC WORKS SECURITY AGREEMENT AND ASSIGNMENT OF BANK ACCOUNT**  
**FOR CONSTRUCTION OF IMPROVEMENTS (PERFORMANCE)**

*Complete this form to submit at the Public Services Center. Located at 1350 McKittrick St., Wenatchee, WA 98801*

Project: \_\_\_\_\_

Developer/Depositor: \_\_\_\_\_

Address: \_\_\_\_\_

Financial Institution:  
\_\_\_\_\_

Address: \_\_\_\_\_

Account No.: \_\_\_\_\_ Phone No.: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that we have been authorized and directed by \_\_\_\_\_, hereinafter referred to as the developer (applicant), to hold from the funds on deposit in Bank Account No. \_\_\_\_\_, the sum of \$\_\_\_\_\_, excluding all bank penalty charges, hereinafter referred to as the security value, for completion of improvements in the above-described project.

Said improvements include all improvements within the project, together with all conditions to which approval was made subject by City of Wenatchee as specified in the above Wenatchee File No. \_\_\_\_\_, and including but not limited to \_\_\_\_\_. All of said improvements are to be constructed pursuant to the provisions of the Wenatchee City Code, and other applicable ordinances, and according to City of Wenatchee standards, specifications, and Public Works Pre-Approved Plans and Policies.

In the event the developer fails to complete any or all of said improvements, we are hereby authorized and directed by the developer to pay the City of Wenatchee such sums, within the limits of the amount held as determined by the Wenatchee Public Works Official, that are necessary to construct or finish construction of said improvement, including maintenance for the time thereafter required from the above-mentioned sum being held under this agreement.

Provided further, however, that in the event said improvements are constructed and a certificate of partial compliance is signed by the Wenatchee Public Works Official and that said improvements have been constructed in accordance with the Wenatchee City Code and other applicable ordinances, and the conditions imposed by the City of Wenatchee have been met, then in that event we are further authorized to release from this security assignment the amount certified in the certificate of partial compliance by the Wenatchee Public Works Official

The City of Wenatchee shall have first claim and priority on the security value in the event of any default in construction of said improvements. It is further understood and agreed that the aforesaid priority claim is paramount to all parties, including the developer, who agrees that the security value or balance



thereof, after approved partial compliance releases, shall be held available to satisfy any  
aforementioned claim by the City of Wenatchee.

Upon completion and acceptance of improvements, the developer agrees to furnish to the City of  
Wenatchee a maintenance security agreement in an amount to be determined by the Wenatchee Public  
Works Official. Upon satisfactory furnishing of said maintenance security, any balance of said sum  
remaining subject to this security agreement shall be released from this agreement.

APPROVED AND ACCEPTED:

CITY OF WENATCHEE

Signature: \_\_\_\_\_

Its: \_\_\_\_\_

DEPOSITOR/DEVELOPER:

Signature: \_\_\_\_\_

Its: \_\_\_\_\_

FINANCIAL INSTITUTION

Signature: \_\_\_\_\_

Its: \_\_\_\_\_

**DEPARTMENT OF PUBLIC WORKS**  
**PUBLIC WORKS SECURITY AGREEMENT AND PERFORMANCE SURETY BOND**  
**FOR CONSTRUCTION OF IMPROVEMENTS (PERFORMANCE)**

*Complete this form to submit at the Public Services Center. Located at 1350 McKittrick St., Wenatchee, WA 98801*

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_ as principal (applicant), and \_\_\_\_\_, a corporation organized and existing under and by virtue of the laws of \_\_\_\_\_, and licensed to do business as surety within the State of Washington, as surety, are held and firmly bound unto the City of Wenatchee, a non-charter code city of the State of Washington, in the penal sum of \$ \_\_\_\_\_ U.S. funds for the payment of which well and truly to be made, we firmly bind ourselves, our and each of our heirs, executors, administrators, and assigns, jointly and severally, by these presents, identified by Surety Bond No. \_\_\_\_\_.

The condition of the foregoing obligation is such that the above-named principal has applied for and received final approval from the City of Wenatchee for: \_\_\_\_\_

Said improvements include all improvements within the project, together with all conditions to which approval was made subject by City of Wenatchee as specified in the Wenatchee File No(s). \_\_\_\_\_, and including but not limited to \_\_\_\_\_.

The principal will fully and faithfully perform and complete all of said improvements together with such conditions as required in the approval of said subdivision, short subdivision, land use development or uniform building permit, or other city-issued permits. All as specifically set forth, and that all shall be constructed pursuant to the provisions of the Wenatchee City Code, and other applicable ordinances, and according to City of Wenatchee standards, specifications, and Public Works Pre-Approved Plans and Policies.

In the event the Principal fails to complete any or all of said improvements, It is understood and a part of the consideration for this obligation that the City of Wenatchee shall have the right to collect on this bond as to a condition hereof, including any condition or performance responsibility incorporated by reference, and such action may be commenced against both the principal and surety as joint and several obligors with or without prior notice of such breach of performance by principal, having been given to surety. Therefore, the Surety is hereby authorized and directed by the Principal to pay the City of Wenatchee such sums, within the limits of the penal sum as determined by the Wenatchee Public Works Official, that are necessary to construct or finish construction of said improvement, including maintenance for the time thereafter required from the above-mentioned sum being held under this agreement.

Venue for lawsuits, disputes and arbitration shall be Chelan County Superior Court, State of Washington.

Now, therefore, if the above-named principal shall fully and faithfully comply with all of the terms and conditions of approval as set forth and itemized in the above- referenced City of Wenatchee file number(s), and all applicable provisions of the laws of the State of Washington and the ordinances, rules, and regulations of the City of Wenatchee, and timely perform and complete said public improvements, public easements and special improvements and conditions, including payment of all costs and expenses therefore, to the decided satisfaction of the City of Wenatchee, and upon acceptance thereof by the City,

file with the City a Maintenance Bond to maintain same for a period of 18 months following acceptance by the City of Wenatchee;

Then this obligation shall be void, otherwise it shall remain in full force and effect.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CITY OF WENATCHEE

Signature: \_\_\_\_\_

Its: \_\_\_\_\_

PRINCIPAL (APPLICANT):

Signature: \_\_\_\_\_

Its: \_\_\_\_\_

SURETY (Bond No. \_\_\_\_\_):

Signature: \_\_\_\_\_

Its: \_\_\_\_\_

**DEPARTMENT OF PUBLIC WORKS  
PUBLIC WORKS SECURITY AGREEMENT FOR A CASH DEPOSIT  
FOR CONSTRUCTION OF IMPROVEMENTS (PERFORMANCE)**

*Complete this form to submit at the Public Services Center. Located at 1350 McKittrick St., Wenatchee, WA 98801*

Project: \_\_\_\_\_

Developer/Depositor: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that we have been authorized and directed by \_\_\_\_\_, hereinafter referred to as the developer (applicant), to hold cash funds on deposit with the City of Wenatchee in the sum of \$\_\_\_\_\_, herein-after referred to as the security value, for completion of improvements in the above-proposed project.

Said improvements include all improvements within the project, together with all conditions to which approval was made subject by City of Wenatchee as specified in the above Wenatchee File No(s). \_\_\_\_\_, and including but not limited to

\_\_\_\_\_. All of said improvements are to be constructed pursuant to the provisions of the Wenatchee City Code and other applicable ordinances, and according to the City of Wenatchee standards, specifications and Public Works Pre-Approved Plans and Policies.

In the event the developer fails to complete any or all of said improvements, we are hereby authorized by the developer to use such sums, within the limits of the amount held as determined by the Wenatchee Public Works Official that are necessary to construct or finish construction of said improvement, including maintenance for the time thereafter required from the above-mentioned sum being held under this agreement.

Provided further, however, that in the event said improvements are constructed and a certificate of partial compliance is signed by the Wenatchee Public Works Official and that said improvements have been constructed in accordance with the Wenatchee City Code and other applicable ordinances, and the conditions imposed by the City of Wenatchee have been met, then in that event we are further authorized to release from this security deposit the amount certified in the certificate of partial compliance by the Wenatchee Public Works Official. It is further understood and agreed that the security value or balance thereof, after approved partial compliance releases, shall be held available to satisfy any claim by the City of Wenatchee.

Upon completion and acceptance of improvements, the developer agrees to furnish to the City of Wenatchee a maintenance security agreement in an amount to be determined by the Wenatchee Public Works Official. Upon satisfactory furnishing of said maintenance security, any balance of said sum remaining subject to this security agreement shall be released from this agreement.

***Apple Capital of the World***

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CITY OF WENATCHEE

Signature: \_\_\_\_\_

Its: \_\_\_\_\_

DEPOSITOR/DEVELOPER:

Signature: \_\_\_\_\_

Its: \_\_\_\_\_

**Individuals Only:**

OWNER(S) OF REAL PROPERTY (INCLUDING SPOUSE): \_\_\_\_\_

OWNER(S) OF REAL PROPERTY (INCLUDING SPOUSE): \_\_\_\_\_

STATE OF WASHINGTON        )  
  ) SS.  
County of \_\_\_\_\_        )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ and \_\_\_\_\_

to me known to be the individual(s) described herein and who executed the Public Works Security Agreement and the Security for Construction of Improvements (Performance) and acknowledged that \_\_\_\_\_ signed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein mentioned.

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

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Notary's Printed Name

Notary Public in and for the State of Washington,  
residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**Partnership Only:**

OWNER(S) OF REAL PROPERTY

(Name of Partnership or Joint Venture) \_\_\_\_\_

By General Partner \_\_\_\_\_

By General Partner \_\_\_\_\_

By General Partner \_\_\_\_\_

STATE OF WASHINGTON        )  
  ) SS.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

\_\_\_\_\_

to me known to be the authorized members of the partnership that executed the Public Works Security Agreement and the Security for Construction of Improvements (Performance) and acknowledged the said instrument to be the free and voluntary act and deed of each personally and of said partnership, for the uses and purposes therein set forth, and on oath stated that they were authorized to sign said instrument.

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

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Notary's Printed Name

Notary Public in and for the State of Washington,  
residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**Corporations Only:**

OWNER(S) OF REAL PROPERTY

(Name of Corporation) \_\_\_\_\_

By President \_\_\_\_\_

By Secretary \_\_\_\_\_

STATE OF WASHINGTON        )  
  ) SS.  
County of \_\_\_\_\_        )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me known to be the President and Secretary, respectively, of \_\_\_\_\_, the corporation that executed the Public Works Security Agreement and the Security for Construction of Improvements (Performance) and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth, and on oath stated that they were authorized to sign 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 Signature

\_\_\_\_\_  
Notary's Printed Name

Notary Public in and for the State of Washington,  
residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



**Limited Liability Company Only:**

OWNER(S) OF REAL PROPERTY

(Name of Limited Liability Company) \_\_\_\_\_

By Name of Member/Title \_\_\_\_\_

By Name of Member/Title \_\_\_\_\_

By Name of Member/Title \_\_\_\_\_

STATE OF WASHINGTON           )  
  ) SS.  
County of \_\_\_\_\_            )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me known to be the Member(s), respectively, of \_\_\_\_\_, the limited liability company that executed the Public Works Security Agreement and the Security for Construction of Improvements (Performance) and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth, and on oath stated that they were authorized to sign said instrument.

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

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Notary's Printed Name

Notary Public in and for the State of Washington,  
residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**Financial Institution**

(Name of Corporation) \_\_\_\_\_

By President \_\_\_\_\_

By Secretary \_\_\_\_\_

STATE OF WASHINGTON         )  
  ) SS.  
County of \_\_\_\_\_         )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me known to be the President and Secretary, respectively, of \_\_\_\_\_, the corporation that executed the Public Works Security Agreement and the Security for Construction of Improvements (Performance), and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth, and on oath stated that they were authorized to sign 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 Signature

\_\_\_\_\_  
Notary's Printed Name

Notary Public in and for the State of Washington,  
residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**Surety**

(Name of Surety) \_\_\_\_\_

Power of Attorney for Surety \_\_\_\_\_

STATE OF WASHINGTON        )  
  ) SS.  
County of \_\_\_\_\_        )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, duly commissioned and sworn, personally appeared \_\_\_\_\_, Attorney-in-Fact for the Surety that executed the foregoing bond, and acknowledged said bond to be the free and voluntary act and deed of the Surety for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_ is authorized to execute said bond on behalf of the Surety, and that the seal affixed on said bond or the annexed Power of Attorney is the corporate seal of said Surety.

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

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Notary's Printed Name

Notary Public in and for the State of Washington,  
residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

- 1. If bond is to be signed by attorney in fact for the surety company, a certified copy of the power of attorney must be attached to this bond.
- 2. Notarized acknowledgment required for both the applicant and surety - see attached pages.