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EXHIBIT 1

AGREEMENT FOR EXTENSION OF CHELAN INFRASTRUCTURE

This AGREEMENT is executed _____, 20__ by the City of Chelan (herein "City") and _____ (herein "Developer").

WHEREAS, the Developer desires to develop certain real property situated in the County of Chelan, State of Washington, particularly described as:

and to install a system of streets, pipes and appurtenances for the above described property to enable the delivery of domestic water, wastewater, or transportation from the City's existing service;

WHEREAS, the City will approve the proposed facilities and furnish said connections upon the Developer's facilities upon the Developers full compliance with the terms, conditions and covenants of this agreement;

NOW, THEREFORE, it is mutually agreed as follows:

1. DEVELOPER TO FURNISH DESCRIPTION: Developer shall furnish to the City a legal description of the real property which he plans to develop. A copy of the legal description is attached to this Agreement as "Exhibit A".

2. DEVELOPER TO FURNISH DEVELOPMENT PLAN: Developer shall also furnish to the City a copy of his plan to develop or subdivide the "Exhibit A" real property.

3. PREPARATION OF INFRASTRUCTURE PLAN: Upon receipt of the Developer's plans, the City shall provide basic information as needed by the Developer to prepare an infrastructure plan. Developer will be responsible for the cost of preparation of the plan. The plan shall be prepared by a professional engineer licensed in the State of Washington. The plan shall include the following:

- a. The location of connection to the City's existing systems for the purpose of supplying service to the proposed development.
- b. A plan/profile of all transportation and pipe system facilities to be installed to serve the development and its components.
- c. The pipe sizes and specifications of all mains and laterals.

- d. All fittings, equipment and material to be installed in connection with the mains and laterals in order to transport water from the City's system to the point of utilization.
 - e. Standards and methods of construction as adopted herein shall be in full force for this agreement.
 - f. Any other information which the City determines is required by the particular circumstances involved.
4. **DEVELOPER TO PROVIDE PROOF OF INSURANCE:** Developer shall have system installed by a licensed and bonded contractor. The contractor shall furnish proof of license, bond and insurance. The Developer may elect to install the infrastructure system with his own forces. The City will require that the Developer have public liability and property damage insurance coverage as outlined in Section 13 "Bonding" of Chelan City Standards.
5. **CONSTRUCTION OF SYSTEM:** Developer will construct or cause to be constructed a completed system, in full conformity with the infrastructure plan, as prepared by the Developer's Engineer. The City's standards, conditions and specifications shall be followed in the construction of the Water Plan.
6. **AS-BUILT PLAN:** Developer will provide a certified mylar copy of the as-built plan showing final relations to the property lines and other physical features. Electronic file is required. Bond will not be released until asbuilts are completed and approved.
7. **EASEMENT DESCRIPTIONS:** Easements for all the infrastructure shall be a minimum of 20 feet wide. Easement legal descriptions shall be prepared by a surveyor or engineer licensed to practice in the State of Washington. Easement legal descriptions shall be reviewed and approved by the City engineer prior to acceptance and recording.
8. **CITY'S INSPECTION AND DIRECTION:** The City, by its agents, servants and employees, shall have the right to enter upon the Developer's property, at any time prior to the completion of the construction, installation, inspection and testing of the system to inspect the construction of the water system and/or to direct the Developer, his contractor, agents, or employees, to take any action necessary to fully comply with the infrastructure plan. Developer shall take, or cause to be taken, any action directed by the City and shall cause such system to be constructed in all respects in full conformity with the plan. The Developer shall reimburse the City for the inspection services at the current inspection rate as calculated in these standards, Appendix B-2.
- If the scope of the project requires such, the City will require the design-engineering firm to provide inspection of the construction work. The Developer shall be responsible for the charges from the engineering firm. The City and the engineering firm shall coordinate the inspections and resolve any disputes regarding plan or specification interpretation.
9. **INSTALLATION OF STREETS, MAIN TAPS AND VALVES:** All connections to existing City facilities, necessary to serve such water and wastewater systems, shall be installed by the Developer, at the expense of the Developer. All costs shall be paid in full prior to acceptance of the system by the City.

10. **INSPECTION AND TESTING OF COMPLETED SYSTEM:** When the Developer believes that the system has been completed in full conformity with the Infrastructure Plan, he shall notify the City. The City shall inspect the system and be present during tests to the system as the City shall specify. Such testing shall be at the expense of the developer. Following such testing, the City shall notify the Developer in writing of its approval of the system, or of any additions, changes or modifications required prior to such approval.

11. **ACCEPTANCE OF SYSTEM:** Upon approval of the construction and conveyance of the water system by the City, and the deposit of cash or a bond by the Developer as hereinafter provided, the City shall notify the Developer of its acceptance of the system. The system shall then become a part of the City's system. Thereafter, the Developer and his assigns shall be entitled to receive services from the City in the same manner, and upon the same terms as other users within the City.

12. **REPAIRS TO AND REPLACEMENT OF SYSTEM:** Following the acceptance of the said system by the City, the responsibility for repairs and replacements thereto shall be as follows:

a. For the first twenty-four months following such acceptance, the obligation and expense of any repairs or replacements to the system which are required by the City shall be that of the Developer. Any such repairs or replacement shall be done by the City. The cost shall be paid by the Developer, as computed by the City. The Developer shall deposit with the City either cash or a performance bond with a surety acceptable to the City in the sum of 20 percent of construction costs. In the event the Developer fails or neglects to pay the costs of any such repairs or replacements during the twenty-four month period, the costs may be assessed against the surety bond. After the Developer's responsibility for repair or replacement has terminated, any balance of the cash deposit will be refunded to the Developer.

b. Twenty-four months after the acceptance of the water system, the responsibility for the repair and replacement of that portion of the system conveyed by the Developer to the City shall become the responsibility of the City.

13. **CITY RULES AND REGULATIONS:** The Developer, his successors and assigns shall be subject to existing or as amended ordinances, rules and regulations of the City at the time of development.

14. **BINDING AGREEMENT:** The terms, conditions and covenant hereof shall extend to and be binding upon the heirs, successors, and assigns of the parties to this agreement.

15. **INDEMNIFICATION** The permittee shall indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, losses or liability, including attorney fees, arising from injury or death to persons or damage to property occasioned by the construction, installation, operation, location, maintenance, or any other cause related to the improvement for which this agreement is granted. With respect to this agreement and to claims against the City, its officers, agents and employees, the permittee expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to any employee the permittee may have, and agrees that the obligation to indemnify, defend and hold

harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of the developer. This waiver has been mutually negotiated by the parties as part of the agreement process and is given, as is the indemnification agreement contained within this paragraph, as consideration for the City allowing development. This paragraph shall not apply to any damage or injury resulting from the sole negligence of the City, its agents or employees. The extent any of the damages or injuries referenced by this paragraph were caused by or resulted from the concurrent negligence of the City, its agents or employees, this obligation to indemnify, defend and hold harmless is valid and enforceable only to the extent of the negligence of the developer, its officers, agents or employees, if any.

16. ADDITIONAL COVENANTS AND TERMS: (If any)

IN WITNESS WHEREOF the parties have caused this instrument to be executed the day and year first written.

Developer

Developer

CITY OF CHELAN

Mayor

City Administrator

EXHIBIT 2**IMPROVEMENT EVALUATION PACKET**

The Improvement Evaluation Packet is used by the City of Chelan Public Works Department to evaluate the dollar inspection and bond value of the improvements being installed on development construction projects. The applicant filling out the packet is asked to provide the material quantities and to compute the value of the improvements using the dollar amounts as verified by the Public Works Department. The following are answers to commonly asked questions about the packet:

1. All development projects must complete the packet.
2. The amounts generated are used to establish bond amounts and review and inspection fees for Public Works.
3. Public work is considered to be any improvement installed in the right-of-way. The break occurs at the property line for all developments. However, maintenance for sewer laterals remains the responsibility of the property owner to the sewer main.
4. Private work is considered to be any of the listed improvements occurring on private property. Private work will be covered within the authority of the building permit.
5. After completion of the packet, the Public Works Department will check the quantities, establish the bond and fee amounts and sign off.
6. The Public Works Department will not issue permits for the project until the packet is completed.

If you have any further questions about the packet, please call the Public Works Department at (509) 682-8030.

IMPROVEMENT EVALUATION

This form must be completed by the developer (or representative), and include all work required by the project. Quantity take-offs shall be from documents approved by the City of Chelan.

PUBLIC WORK, except for sewer laterals, will be owned and maintained by the City after the appropriate maintenance period and will be subject to review bond and inspection fees.

PRIVATE WORK will be owned and maintained by the property owner(s), and is not subject to the above fees. All private work shall conform to the respective building permit. Planned Unit Development's (PUD) infrastructure within designated right-of-way shall fall under the definition of Public Work as it applies to meeting the required City standard specification.

CONSTRUCTION STORM DRAINAGE - PUBLIC WORK

<i>Item</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Amount</i>
Silt fence, Installed	LF			
Grading for drainage swales	LF			
Sod for drainage swales	SY			
Hydroseeding	SF			
Construction entrance	EA			
OTHER				
OTHER				
Construction Storm Drainage Total				

EXCAVATION IN RIGHT-OF-WAY AND CUT & FILL - PUBLIC WORK

<i>Item</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Amount</i>
Paved wide area	LF			
Right-of-way - Unpaved	LF			
Total yardage				
Bond requirement				
Excavation in Right-of-way and Cut & Fill Total				

SANITARY SEWER - PUBLIC WORK

<i>Item</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Amount</i>
6" PVC pipe	LF			
8" PVC pipe	LF			
Unsuitable Ex. (2' over & ballast)	CY			
Extra Depth Ex. (over 12' deep)	FT/LF			
Manhole, 48"	EA			
Extra Depth MH, (per ft over 12")	FT			
Sewer Connection	ERU			
OTHER				
Sanitary Sewer Total				

STORM SEWER - PUBLIC WORK

<i>Item</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Amount</i>
8" Pipe	LF			
12" Pipe	LF			
18" Pipe	LF			
24" Pipe	LF			
30" Pipe	LF			
36" Pipe	LF			

48" Pipe	LF
Detention Pipe	LF
Unsuitable Ex. (2' over & ballast)	CY
Extra Depth Ex. (over 12' deep)	FT/LF
Curb Inlet	EA
Type I Catch Basin	EA
Type II Catch Basin - 48"	EA
Type II Catch Basin - 54"	EA
Connection to existing Catch Basin	EA
Extra Depth MH, (per ft over 12")	FT
Restrictor/Pollution Control - 8"	EA
Restrictor/Pollution Control - 12"	EA
OTHER	
OTHER	
Storm Sewer Total	

PAVING - PUBLIC WORK

<i>Item</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Amount</i>
AC pavement patching	SY			
Crushed rock; 1¼" minus	CY			
Crushed rock; 5/8" minus	CY			
Asphalt pavement	CY			
Saw cut AC pavement	LF			
Cold Planing (Grinding)	SY			
OTHER				
OTHER				
Paving Total				

CURB AND GUTTER - PUBLIC WORK

<i>Item</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Amount</i>
Concrete extruded curb	LF			
Asphalt extruded curb	LF			
Conc. curb & gutter, Type A	LF			
OTHER				
OTHER				
Curb and Gutter Total				

SIDEWALKS - PUBLIC WORK

<i>Item</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Amount</i>
5' Concrete sidewalk	LF			
6' Concrete sidewalk	LF			
5' Concrete driveway	LF			
Asphalt walkways, Class B	SY			
Wheel chair ramps	EA			
OTHER				
Sidewalks Total				

LANDSCAPING - PUBLIC WORK

<i>Item</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Amount</i>
Street trees	EA			
Sod	SY			
Rockery wall	SY			
OTHER				
Landscaping Total				

WATER - PUBLIC WORKS

<i>Item</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Amount</i>
Pipe				
Valves				
Other				
Other				
Other				
Water Total				

MISCELLANEOUS - PUBLIC WORKS

<i>Item</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Amount</i>
Monuments	EA			
Street signs	EA			
Pavement marking	LF			
Adjust existing utilities	EA			
OTHER				
OTHER				
Miscellaneous Total				

Items Required	Value of Public Infrastructure
1. Construction Drainage	
2. ROW Excavation/C&F	
3. Sanitary Sewer	
4. Storm Sewer	
5. Paving	
6. Curb & Gutter	
7. Sidewalks	
8. Landscaping	
9. Water	
10. Miscellaneous	
11. Other	
TOTAL	

**PUBLIC WORKS DEPARTMENT
IMPROVEMENT EVALUATION SUMMARY**

TYPE OF PROJECT:

- () Subdivision
- () Access Permit

() Utility Excavation Permit

PROJECT NAME: _____

PROJECT LOCATION: _____

DEVELOPER: _____

CONTACT PERSON: _____ TELEPHONE: _____

I hereby certify the above to be a true and accurate representation of the required construction for the above mentioned project.

Agent/Owner: _____	Date: _____
--------------------	-------------

All projects within City right-of-way require insurance and bonding. Projects under \$5,000 in value may request waiver with justification of no significant effect.

1. Total Value Public Project Infrastructure: _____

2. Insurance Amount (See Section 13): _____

3. Inspection Fee Deposit
(1/2% of #1, \$25.00 min):
Final Fee will be actual City Cost

	_____	_____	_____
	Amount	Date	Date
		Received	Released

4. Performance Bond (See Section 13)
(150% of #1)

	_____	_____	_____
	Amount	Date	Date
		Received	Released

5. Maintenance Bond (See Section 13)
(20% of #1)

	_____	_____	_____
	Amount	Date	Date
		Received	Released

Deposit and Bonding Release Authorization: _____
City Engineer Date

This application, for all improvements that are performed on right-of-way, are hereby approved subject to completion of construction in conformance with City Standard Plans and Conditions and any special requirements as stated below:

EXHIBIT 3

PUBLIC WORKS EXCAVATION PERMIT (CMC 12.20)

PERMIT #: _____ DATE: _____ EXPIRES: _____

PROJECT ADDRESS _____	
OWNER _____	PHONE _____
Address _____	
<input type="checkbox"/> Plans Attached <input type="checkbox"/> Improvement Evaluation Summary Sheet Attached	
CONTRACTOR _____	PHONE _____
Address _____	
State Registration # _____	Expires _____ City Business License _____
"Additional Insured" Endorsement: Yes _____ No _____ Expires _____	
Project Start: _____	Project Complete: _____
RIGHT-OF-WAY PERMIT	
<input type="checkbox"/> Sidewalk <input type="checkbox"/> Street/Curb Cut, Driveway <input type="checkbox"/> Water – Main <input type="checkbox"/> Water – Service <input type="checkbox"/> Water - Fire Line	<input type="checkbox"/> Sewer - Main <input type="checkbox"/> Sewer - Service <input type="checkbox"/> Storm <input type="checkbox"/> Dry Utility, (Specify) _____ <input type="checkbox"/>
REQUEST FOR INSPECTION – (509) 682-8030	
<p>24 hour notice required. Failure to call for inspection prior to performing backfilling, pouring or other inspection obstructions will result in required removal of the improvement.</p>	
72 HOUR NOTICE REQUIRED TO UTILITIES NOTIFICATION CENT: (800) 424-5555	
<p>The contractor agrees, at his expense, to barricade, compact, backfill and replace street base, surfacing, and/or curb and sidewalk, according to City of the Chelan Standards. Applicant hereby certifies that the information given herein is true and accurate and further agrees to perform work authorized by the permit in accordance with all applicable ordinances and statutes. Any deviation from this original application causes the permit to become null and void. Applicant and contractor shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with activities or operations performed by the Applicant or on the Applicant's behalf out of issuance of this Permit. Applicant also agrees to comply with all federal, state, and local regulations in the performance of the Permitted work, as identified in City Municipal Code, Title 12, Streets and Sidewalks, and Title 25, City Development Standards AND AS NOTED ON REVERSE SIDE OF THIS FORM.</p>	
Contractor _____	Date _____
Owner _____	
Traffic Control Plan Approved? Y N NA	Dust Control Plan Approved? Y N NA
*Bond Required: _____ (Evaluation Summary Sheet B-13)	*Inspection Fee: _____
Application Approved By _____	Date _____
Inspection By _____	Date/Comment _____
*These fees are for inspection and bonding only. They do not include connection/service fees.	

1. Site Controls

a. Permittee is responsible for providing a safe work environment for its employees in accordance with OSHA/WISHA Standards. Additionally, permittee is responsible for safety of general public and vehicular and pedestrian traffic transiting the work zone and safeguarding of attractive nuisances both during work hours and after hours.

b. All traffic control plans, actions, and construction signage shall comply with current Manual on Uniform Traffic control Devices (MUTCD). Work zone flaggers shall possess a current Traffic Control Flagger card issued by Washington State or a recognized reciprocal state.

c. Permittee is responsible for protection of existing utilities, adjacent foundations, and other improvements, both public and private, and for repair of same if damaged during the work.

2. Insurance and Bonding

a. Permittee's insurance carrier shall provide certificate of insurance naming City of Chelan as additional insured. Minimum coverage shall be \$1,000,000 combined single limit coverage per occurrence and \$2,000,000 general aggregate. Bonding shall be as per Title 25, CMC.

3. Asphalt Restoration

a. Asphalt patching shall be performed by a contractor specializing in such work. Unless authorized by City Engineer, general contractors or excavation contractors shall not perform asphalt patching within the public right-of-way.

4. Notifications

a. Permittee is responsible for notifying adjacent property owners of proposed work. Notification shall be a minimum of 72 hours prior to proposed start.

EXHIBIT #5 - SEWER CONNECTION INSPECTION REPORT

Date: _____ Account No. _____

Name of Person Connecting: _____

Address: _____

Location of Tap: _____

Size of Tap: _____ Depth: _____

Service Line Size: _____

Owner of Collection System: _____

Remarks: _____

Approved and Inspected by: _____

**Appendix B
Exhibit 6**

PERFORMANCE AND PAYMENT BOND

Project Name: _____
 Project Address: _____
 Developer/Contractor: _____
 City of Chelan File Name and Permit No. _____

WHEREAS, _____, hereinafter referred to as "the Principal", has applied to the City of Chelan, hereinafter referred to as "the City", for _____ to construct the project known as _____ on a site located at _____, within the City of Chelan, and

WHEREAS, the City approved the requested action on _____, 200 _____, and

WHEREAS, the approval granted by the City and the provisions of the Chelan Municipal Code require certain improvements to be made in connection with construction of the project and the improvements are shown on the approved site plan and other required plans and further defined by the conditions identified in the City file,

NOW THEREFORE, the undersigned Principal and _____, a corporation authorized to transact surety business in the State of Washington, hereinafter referred to as "the Surety", agree and jointly and severally bind themselves, their heirs, executors, administrators and assigns, unto the City, in the sum of _____ (\$ _____), lawful money of the United States, according to the following terms and conditions:

1) If the Principal does not complete all improvements required by the above referenced conditions, plans, and file by _____, 200____, and/or fails to pay any laborers, mechanics and subcontractors and materialmen, taxing authorities, and all persons who supply such person or persons or subcontractors with material, equipment and supplies for such work, then the Surety shall, upon the written demand of the City, remit to the City within ten (10) days of receipt of said demand the amount of this bond or such lesser amount as may be specified in the demand.

2) In the event the Principal fails to complete all of the above referenced improvements within the time period specified by the City, its employees and agents shall have the right at their sole election to enter onto said property described above for the purpose of completing the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to complete such improvements.

3) In the event any lawsuit is instituted by the City, the principal or the surety to enforce the terms of this bond or to determine the rights of any party hereunder, the substantially prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees, incurred as a result of such lawsuit.

4) This obligation shall be governed by the laws of the state of Washington and venue shall be in Chelan County, Washington.

5) This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and a bond guaranteeing maintenance of all improvements for a period of 2 years from acceptance has been submitted to the City in an amount of not less than _____ percent (__%) of specified in paragraph 1 above.

DATED this _____ day of _____, 200 __.

Surety

Principal

Title

Surety Address

Accepted: _____
City of Chelan

Attached hereto is an Authorization or a Power of Attorney to execute this Bond.

Surety

Note:
If attorney-in-fact signs for surety, a certified copy of the power of attorney must be attached.

**Appendix B
Exhibit 7
MAINTENANCE BOND**

DATE POSTED: _____
DATE EXPIRES: _____

RE: Chelan Subdivision/Permit No.: _____
Owner/Developer/Contractor: _____
Project Address: _____

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of Chelan, Washington (hereinafter "City") has approved an application by _____ (hereinafter "Developer") for the construction of an extension to the City's infrastructure to serve the _____ (hereinafter "Development"), in accordance with the City ordinances governing street, storm sewer, sanitary sewer, and water, which are incorporated into this agreement by reference, and which require the Developer to furnish a bond for the faithful maintenance of the work, including replacement or repair, for a period of _____ (_____) months from the final and written acceptance by the City.

NOW, THEREFORE, Developer and _____ (hereinafter "Surety"), are held and firmly bound to the City in the amount of _____ dollars (\$ _____) for the payment of which Developer and Surety do jointly and severally bind themselves, their heirs, personal representatives, successors and assigns.

- 1. The work shall remain free of defects in material, workmanship and installation for a period of _____ month(s) from the final and written acceptance by the City; and in the case of landscaping, shall survive for a period of _____ month(s) from the date of final and written acceptance by the City. Maintenance is defined as acts carried out to prevent a decline, lapse or cessation of the state of project as accepted by the City during the month period following final and written acceptance, and includes but is not limited to repair or replacement of defective workmanship, materials or installations.

These improvements include, but are not limited to:

2. The Developer and Surety agree that in the event that any of the improvements or restoration work installed or completed by the Developer or Surety pursuant to the above referenced permit, plans, conditions and file, fail to remain free from defects in materials, workmanship or installation, for a period of _____ (____) month(s) from the date of acceptance of the work by the City, the Developer shall repair and/or replace the same within ten (10) days of demand by the City, and if the Developer should fail to do so, then the Surety shall, within twenty (20) days of demand by the City, make a written commitment to the City that it will either:
 - A. remedy the defect(s) itself with reasonable diligence pursuant to a time schedule acceptable to the City, or
 - B. tender to the City within an additional ten (10) days, the amount necessary as determined by the City, for the City to remedy the defect(s), up to the total bond amount.

The Surety shall then fulfill its obligation under this bond, according to the requirement selected by the Surety under either paragraph 2.A or 2.B above.

If the Surety elects to fulfill its obligation under paragraph 2.B above, then upon completion of the remedy, the City 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 to the City any actual cost which exceeded the City's estimate, limited to the bond amount.

3. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and until released in writing by the City at the request of the Surety or Developer.
4. Any corrections required shall be commenced within seven (7) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to have said work performed, at the expense of the Developer.
5. No change, extension of time, alteration or addition to the work to be performed by the Developer shall affect the obligation of the Developer or Surety on this bond, and the Surety waives notice of any such change, extension, alteration or addition thereunder.
6. It is hereby specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the substantially prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery in any judicial proceeding, in addition to recovery on the bond.

IN WITNESS WHEREOF, the Developer and Surety have caused this bond to be signed by their duly authorized officers or representatives this ____ day of _____, 20__.

Developer

By:_____

Title:_____

Surety

By:_____

Attorney in Fact Title:

Business Name

Business Address

City/State/Zip Code

Business Telephone Number

Business Address

City/State/Zip Code

Business Telephone Number

Accepted by the City of Chelan:

Name/Title

Date

