Performance Security Packet Instructions

Prior to issuance of a Right-of-Way (ROW) permit, the City of Burien requires a performance security for ROW projects. The performance security may be a performance bond issued by a surety company, a cash deposit, or an assignment of funds on a deposit at a bank. The amount of the performance security is based upon 100% of the projects cost, including materials and labor, plus a 30% contingency factor.

Please complete and submit the following attached items:

1. The **Performance Security Information** form; and

2. The **Performance Security Agreement** form; and

3. The **License to Enter Property** form. (This form is required ONLY if a value greater than $0 is identified in Box A of the project's Performance Security Value Worksheet.)

4. If you elect to submit:
    a) A **bond** issued by a surety company, complete the Construction & Improvement Performance Bond form or the Plat Performance Bond form, whichever is applicable to your project.
    b) An **assignment of funds** on deposit in a bank account, complete the Assignment of Funds for Construction of Improvements form.
    c) An **assignment of existing construction loan proceeds**, complete the Assignment of Funds for Construction of Improvements form.
    d) A **cash deposit**, no additional paperwork is necessary.

400 SW 152nd St., Suite 300, Burien, WA 98166
Phone: (206) 248-5521 ✦ Email: rowpermits@burienwa.gov

Performance Security Information

Project Name _____

Project Address _____

Assessor's Parcel Number _____

Applicant _____ Phone No. _____

Contact Person _____

Mailing Address _____
Street

_____
City State Zip

Email: _____

If security is paid by check or credit card, name and mailing address of person who should receive the reimbursement after the security is released.

☐ Same as above. ☐ Other. Provide name and address information below.

_____

If security is a bond or assignment of funds, complete this section.

Security Firm _____ Contact _____

Phone No. _____ Email _____

Mailing Address _____

For City use only

Date Submitted: _____ Release Date: _____

Staff Contact Person: ☐ PW Dept Asst & Eng Inspector ☐ Other _____

Check/Bond/Security No.: _____ Permit/File No.:_____

Performance Security Agreement

This agreement is entered into between _____ hereafter referred to as the "Applicant" and the City of Burien, hereafter referred to as the "City."

1. The Applicant has applied for _____ (type of permit) in File/Permit Number _____, Assessor's Parcel Number _____ for a project known as _____ generally located at _____ and must perform the following performance as required by ordinances of the City:

   _____

   _____

2. The City has determined that the estimated cost to fully perform the performance described in Section 1 is $_____ (insert dollar amount from line 10 of the Performance Security Value Worksheet).

3. The undersigned shall file with the City as security for performance of said work: (Select one.)

   ☐ 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. _____

4. In the event the undersigned fails to fully perform the work described in Section 1 within thirty (30) days of formal notice, the City shall forthwith take all steps necessary or required to enforce the security device listed in Section 3. 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 Section 1. In the event such funds are then 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 and if not so paid within 60 days of demand therefore made upon the undersigned by the City, such demand shall constitute a lien upon the real property described in City File/Permit No. _____ upon the filing by the City of such a lien. 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.

This agreement shall be binding on the heirs, assigns, successors, administrators, and executors of the parties.

Signed and dated this _____ day of _____, 20_____.

APPLICANT **CITY OF BURIEN**

_____ _____

License to Enter Property

Complete this form ONLY if a value greater than $0 is identified in Box A of the project's Performance Security Value Worksheet.

City of Burien File/Permit No. _____

Assessor's Parcel No. _____

Address File No. _____

I/We, _____, owner(s) of the property described below (hereafter known as "Property"), in consideration for the City accepting any and all of the performance and/or maintenance security device(s) filed with the City of Burien under Permit/File No. _____, do hereby grant to authorized employees, agents, and contractors of the City of Burien license and permission to enter onto the Property for the purpose of inspection and, where necessary, performance of work to complete and/or maintain the improvements guaranteed by said performance and/or maintenance security.

The property to which this license applies is legally described as follows:

This license will terminate when the performance and maintenance securities are released by the City of Burien.

Dated this _____ day of _____, 20_____.

(Individuals Only)
OWNER(S) OF REAL PROPERTY (INCLUDING SPOUSE)

_____

_____

_____

_____

(Partnerships or Corporation)
OWNER(S) OF REAL PROPERTY

_____
(Name of Partnership or Corporation)

_____
By General Partner

_____
By General Partner

_____
By General Partner

(Corporations Only)
OWNER(S) OF REAL PROPERTY

_____
(Name of Corporation)

_____
By President

_____
By Secretary

Construction and Improvement Performance Bond

For projects that will disturb the Right-of-Way including but not limited to trenching, utility installations, driveways, sidewalk installations, and repairs, excluding plat and subdivision projects.

Project Name: _____

Assessor's Parcel Number: _____

Principal (Applicant): _____

Principal's Address: _____

Financial Institution: _____

Financial Institution's Address: _____

Phone: _____ Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS that _____ as Principal ("Applicant") and _____ (Surety Company), a corporation organized and existing under and by virtue of the laws of _____, and licensed to do business as a surety within the State of Washington, as surety, are held and firmly bound unto the City of Burien ("City"), a noncharter code city of the State of Washington, in the sum of $_____ (dollar amount from line 10 of the Performance Security Value Worksheet) for the payment of performance required herein we firmly bind ourselves, our and each of our heirs, executors, administrators, and assigns, jointly and severally, by these present.

The condition of the foregoing obligation is such that the above-named principal has applied for and received final approval from the City of _____ (City file or permit number) requiring as conditions thereof, construction of the following public and other improvements as specified in said permit or Notice of Approval thereof:

_____

_____

The further condition is that by permit expiration, the principal will fully and faithfully perform and complete all aforesaid improvements in compliance with the standard specifications heretofore adopted by the City and all to the satisfaction of the City. As a further condition, it is understood and a part of the consideration for this obligation that the City shall have the right to sue on this bond in its own name to recover for any loss, injury, damage, or liability (excluding damages based upon or arising out of tortuous injury to any person or property) sustained or incurred by reason of any breach of performance by the Principal, 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.

Now, therefore, if the above-named Principal shall fully and faithfully comply with all of the terms and conditions of approval as set forth in City File or Permit No._____, and all

applicable provisions of the laws of the State of Washington and the ordinances, rules, and regulations of the City, and timely perform and complete said improvements and conditions, including payment of all costs and expenses therefore to the decided satisfaction of the City and indemnify and save the City free and harmless from any and all claims, actions, or damages of every kind and description, which may occur to or be suffered by any person by reason of the use or occupation of the areas of construction or installation which become dedicated to public use, and which may occur to be suffered by any person by reason of improper materials or workmanship in regard to all of the improvements required to be done within the conditions of this bond; Then this obligation shall be void. Otherwise, the bond shall remain in full force and effect until the work is completed and accepted by the City and released in writing

Signed, sealed and dated this _____ day of _____, 20_____.

APPLICANT - Individuals
Owners of Real Property, including spouse.

_____
(Signature)

_____.
(Signature)

APPLICANT - Partnership or Corporation

_____
(Signature)

_____.
(Signature)

_____
(Signature)

SURETY

_____
(Signature)

NOTARY

STATE OF WASHINGTON

COUNTY of _____

This record was acknowledged before me on _____ by _____
_____
(name(s) of individuals).

_____
(Notary Public)

Title of Office: _____

My Commission Expires: _____

NOTARY

STATE OF WASHINGTON

COUNTY of _____

This record was acknowledged before me on _____ (date) by _____
_____
(name(s) of individuals) as _____ (type of authority such as officer or trustee) of _____ (name of party on behalf of whom record was executed).

_____
(Notary Public)

Title of Office: _____

My Commission Expires: _____

NOTARY

STATE OF WASHINGTON

COUNTY of _____

This record was acknowledged before me on _____ (date) by _____
(name of individual) as _____ (type of authority such as officer or trustee) of _____ **(**name of party on behalf of whom record was executed).

_____
(Notary Public)

Title of Office: _____

My Commission Expires: _____

Plat Performance Bond

For subdivision and short plat projects.

Project Name: _____

Assessor's Parcel Number: _____

Principal (Applicant): _____

Principal's Address: _____

Financial Institution: _____

Financial Institution's Address: _____

Phone: _____ Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS that _____ as Principal ("Applicant") and _____ (Surety Company), a corporation organized and existing under and by virtue of the laws of _____, and licensed to do business as a surety within the State of Washington, as surety, are held and firmly bound unto the City of Burien ("City"), a noncharter code city of the State of Washington, in the sum of $_____ (dollar amount from line 10 of the Performance Security Value Worksheet) for the payment of performance required herein we firmly bind ourselves, our and each of our heirs, executors, administrators, and assigns, jointly and severally, by these present.

The condition of the foregoing obligation is such that the above-named principal has applied for and received final approval from the City of _____ (City file or permit number) requiring as conditions thereof, construction of the following public and other improvements as specified in said permit or Notice of Approval thereof:

_____

_____

The further condition is that the Principal shall **fully complete** construction no later than **365 days** after plat recordation unless the Public Works Department has, in its sole discretion, granted an extension of time in writing. Furthermore, the Principal will fully and faithfully perform and complete all aforesaid improvements in compliance with the standard specifications heretofore adopted by the City and all to the satisfaction of the City. As a further condition it is understood and a part of the consideration for this obligation that the City shall have the right to sue on this bond in its own name to recover for any loss, injury, damage, or liability (excluding damages based upon or arising out of tortuous injury to any person or property) sustained or incurred by reason of any breach of performance by the Principal, 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.

Now, therefore, if the above-named principal shall fully and faithfully comply with all of the terms and conditions of approval as set forth in City File or Permit No._____, and all applicable provisions of the laws of the State of Washington and the ordinances, rules, and regulations of the City, and timely perform and complete said improvements and conditions, including payment of all costs and expenses therefore, to the decided satisfaction of the City, and indemnify and save the City free and harmless from any and all claims, actions, or damages of every kind and description, which may occur to or be suffered by any person by reason of the use or occupation of the areas of construction or installation which become dedicated to public use, and which may occur to be suffered by any person by reason of improper materials or workmanship in regard to all of the improvements required to be done within the conditions of this bond, then this obligation shall be void. Otherwise, the bond shall remain in full force and effect until the work is completed and accepted by the City and released in writing.

Signed, sealed and dated this _____ day of _____, 20_____.

APPLICANT - Individuals
Owners of Real Property, including spouse.

_____
(Signature)

_____.
(Signature)

APPLICANT - Partnership or Corporation

_____
(Signature)

_____.
(Signature)

_____
(Signature)

SURETY

_____
(Signature)

NOTARY

STATE OF WASHINGTON

COUNTY of _____

This record was acknowledged before me on _____ by _____
_____
(name(s) of individuals).

_____
(Notary Public)

Title of Office: _____

My Commission Expires: _____

NOTARY

STATE OF WASHINGTON

COUNTY of _____

This record was acknowledged before me on _____ (date) by _____
_____
(name(s) of individuals) as _____ (type of authority such as officer or trustee) of _____
(name of party on behalf of whom record was executed).

_____
(Notary Public)

Title of Office: _____

My Commission Expires: _____

NOTARY

STATE OF WASHINGTON

COUNTY of _____

This record was acknowledged before me on _____ (date) by _____
(name of individual) as _____ (type of authority such as officer or trustee) of _____
(name of party on behalf of whom record was executed).

_____
(Notary Public)

Title of Office: _____

My Commission Expires: _____

Assignment of Funds for Construction of Improvements

Project Name: _____

Assessor's Parcel Number: _____

Principal (Applicant): _____

Principal's Address: _____

Financial Institution: _____

Financial Institution's Address: _____

Phone: _____ Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS that we have been authorized and directed by _____ hereinafter referred to as the "Applicant" to hold from the funds on deposit in Bank Account No. _____ the sum of $_____ (dollar amount from line 10 of the Performance Security Value Worksheet), excluding all bank penalty charges, hereinafter referred to as the "Security Value", for completion of improvements in the above-named project.

The condition of the foregoing obligation is such that the above-named applicant has applied for and received final approval from the City of Burien of_____ (City of Burien file or permit number) requiring as conditions thereof, construction of the following public and other improvements as specified in said permit or Notice of Approval thereof:

_____

_____

In the event the applicant fails to complete any or all of said improvements, we are hereby authorized and directed by the applicant to pay the City such sums, within the limits of the amount held as determined by the City, that are necessary to construct or finish construction of said improvements, 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 City, and that said improvements have been constructed in accordance with all applicable provisions of the laws of the State of Washington and the ordinances, rules, and regulations of the City of Burien, and the conditions imposed by the City 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 City.

The City shall have first claim and priority on the security value in said account 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 applicant, 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, notwithstanding termination of bank account agreement between the depositing institution and depositor for any reason whatsoever.

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

Signed, sealed and dated this _____ day of _____, 20_____.

APPLICANT - Individuals
Owners of Real Property, including spouse.

_____
(Signature)

_____.
(Signature)

APPLICANT - Partnership or Corporation

_____
(Signature)

_____.
(Signature)

_____
(Signature)

SURETY

_____
(Signature)

NOTARY

STATE OF WASHINGTON

COUNTY of _____

This record was acknowledged before me on _____ by _____
_____
(name(s) of individuals).

_____
(Notary Public)

Title of Office: _____

My Commission Expires: _____

NOTARY

STATE OF WASHINGTON

COUNTY of _____

This record was acknowledged before me on _____ (date) by _____
_____
(name(s) of individuals) as _____ (type of authority such as officer or trustee) of _____ (name of party on behalf of whom record was executed).

_____
(Notary Public)

Title of Office: _____

My Commission Expires: _____

NOTARY

STATE OF WASHINGTON

COUNTY of _____

This record was acknowledged before me on _____ (date) by _____
(name of individual) as _____ (type of authority such as officer or trustee) of _____ **(**name of party on behalf of whom record was executed).

_____
(Notary Public)

Title of Office: _____

My Commission Expires: _____