



Burien

Washington, USA

PERFORMANCE SECURITY INSTRUCTIONS

400 SW 152nd Street, Suite 300 Burien, WA 98166
Phone: (206) 241-4647 • FAX: (206) 248-5539
www.burienwa.gov

Performance securities are collected at 100 percent of cost, including materials and labor.

A 30 percent **contingency factor** covering inflation, contingency and City construction services will be applied to the labor and materials costs to determine estimated costs at the end of the security period.

A. Prior to submitting your bond packet determine the amount of your security:

1. Submit detailed written cost estimates from qualified contractors (including labor and materials). City staff will review the estimates and complete a **Performance Security Value Worksheet** to help you determine the correct security value.

B. After approval of the security amount submit the following attached items:

1. Submit detailed written cost estimates from qualified contractors (including labor and materials). City staff will review the estimates and complete a **Performance Security Value Worksheet** to help you determine the correct security value.
2. The completed original **Performance Security Information** form; and
3. The completed original **Performance Security Agreement**, including all required signatures and notarizations; and
4. A copy of the completed **License to Enter Property**, including legal description of the property, all required signatures and notarizations, and recording fees; and
5. One of the following completed forms, whichever is applicable:
 - a. **Construction and Improvement Performance Bond**
 - b. **Assignment of Funds for Construction of Improvements**



Burien

Washington, USA

PERFORMANCE SECURITY VALUE WORKSHEET

400 SW 152nd Street, Suite 300 Burien, WA 98166
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RETURN COMPLETED TO CITY REPRESENTATIVE

A. Private On-Site Work	<u>Value</u>
1. Landscaping	\$ _____
2. Other:	
_____	\$ _____

3. Total Private On-Site Work (line 1 + line 2)	\$ _____
B. Public Improvements	
4. Streets	\$ _____
5. Drainage	\$ _____
6. Landscaping	\$ _____
7. Other:	
_____	\$ _____

8. Total Public Improvements (lines 4 + 5 + 6 + 7)	\$ _____
C. Total Value	
9. Total Performance Value (lines 3 + 8)	\$ _____
10. Contingency Factor	X 1.3
11. Total Security Value (line 9 x line 10)	\$ _____

Approved by: _____ Date: _____



Burien
Washington, USA

**PERFORMANCE
SECURITY
INFORMATION**

400 SW 152nd Street, Suite 300 Burien, WA 98166
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www.burienwa.gov

TO BE COMPLETED BY APPLICANT

Project Name _____

Project Address _____

Assessor's Parcel Number _____

Applicant _____

Contact Person _____

Mailing Address _____
Street

City State Zip

Daytime Phone No. _____ Other Phone No. _____

Security Firm _____

Contact Person _____

Mailing Address _____
Street

City State Zip

Phone No. _____

This section for City use only

Date Submitted _____ Release Date _____

Staff Contact Person _____

Bond/Security No. _____

Permit/File No. _____

Address File _____



Burien

Washington, USA

PERFORMANCE SECURITY AGREEMENT

400 SW 152nd Street, Suite 300 Burien, WA 98166
Phone: (206) 241-4647 • FAX: (206) 248-5539
www.burienwa.gov

1. This agreement is entered into between _____ hereafter referred to as the "applicant" and the City of Burien, hereafter referred to as the "City."
2. The applicant has applied for _____ in File/Permit No. _____, 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:

3. The City has determined that the estimated cost to fully perform the performance described in paragraph 2 is (insert dollar amount from line 11 of "Performance Security Value Worksheet") \$_____.
4. The undersigned shall file with the City as security (check appropriate method below) for performance of said work:
 - ___ a. A performance bond issued by a surety company licensed as such in the State of Washington (Bond No. _____)
 - ___ b. An assignment of funds on deposit in bank account (Acct. No. _____)
 - ___ c. An assignment of existing construction loan proceeds (Acct. No. _____)
 - ___ d. A cash deposit in lieu of bond (Check No. _____)
5. In the event the undersigned fails to fully perform the work described in paragraph 2 within 30 days of formal notice, the City shall forthwith take all steps necessary or required to enforce the security device listed in paragraph 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 paragraph 2. 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 therefor made upon the undersigned by the City, such demand shall constitute a lien upon the real property described in City File/Permit No. _____ above, 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 and the surety or bank.
6. 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

By:

By:



Burien

Washington, USA

LICENSE TO ENTER PROPERTY

400 SW 152nd Street, Suite 300 Burien, WA 98166
Phone: (206) 241-4647 • FAX: (206) 248-5539
www.burienwa.gov

For City use only:

City of Burien File/Permit No. _____ Assessor's Parcel Number: _____

Address File _____

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 is irrevocable and shall run with the property and is binding on all future owners of the property. This license will terminate when released in writing by the City.

Dated this _____ day of _____, 20__.

(Individuals Only)

OWNER(S) OF REAL PROPERTY
(INCLUDING SPOUSE)

(Partnerships Only)

OWNER(S) OF REAL PROPERTY

(Name of Partnership or Joint
Venture)

By General Partner

By General Partner

By General Partner

(Corporations Only)

OWNER(S) OF REAL PROPERTY

(Name of Corporation)

By President

By Secretary

PRINCIPAL (Individuals Only)

STATE OF WASHINGTON)
)SS.
County of King)

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 Construction and Improvement
Performance Bond, and
acknowledged that
_____ signed the same
as _____ free and
voluntary act and deed, for the uses
and purposes therein set forth.

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

Notary's Signature

Print Notary's name

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

My commission expires:

PRINCIPAL (Partnerships Only)

STATE OF WASHINGTON)
)SS.
County of King)

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 general partners
of _____
the partnership that executed the
Construction and Improvement
Performance Bond, and
acknowledged that 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's Signature

Print Notary's name

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

My commission expires:

PRINCIPAL (Corporations Only)

STATE OF WASHINGTON)
)SS.
County of King)

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
Construction and Improvement
Performance Bond, and
acknowledged that 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's Signature

Print Notary's name

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

My commission expires:



Burien

Washington, USA

CONSTRUCTION AND IMPROVEMENT PERFORMANCE BOND

400 SW 152nd Street, Suite 300 Burien, WA 98166
Phone: (206) 241-4647 • FAX: (206) 248-5539
www.burienwa.gov

PROJECT NAME: _____

Assessor's Parcel Number: _____

Principal (Applicant): _____
(Name)

(Address)

Financial Institution: _____
(Name)

(Address)

Account No.: _____ Phone No.: _____

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 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 penal sum of (insert dollar amount from line 11 of the "Performance Security Value Worksheet") \$_____ 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.

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 that by _____, 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 tortious 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, it shall remain in full force and effect.

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

APPLICANT

CITY OF BURIEN

SURETY

By: _____

By: _____

By: _____

Its: _____

Its: _____

Its: _____

(Individuals Only)

OWNER(S) OF REAL PROPERTY
(INCLUDING SPOUSE)

(Partnerships Only)

OWNER(S) OF REAL PROPERTY

(Name of Partnership or Joint
Venture)

By General Partner

By General Partner

By General Partner

(Corporations Only)

OWNER(S) OF REAL PROPERTY

(Name of Corporation)

By President

By Secretary

(Individuals Only)

STATE OF WASHINGTON)
)SS.
County of King)

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 Construction and Improvement
Performance Bond, and
acknowledged that
_____ signed the same
as _____ free and
voluntary act and deed, for the uses
and purposes therein set forth.

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

Notary's Signature

Print Notary's name

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

My commission expires:

(Partnerships Only)

STATE OF WASHINGTON)
)SS.
County of King)

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 general partners
of _____
the partnership that executed the
Construction and Improvement
Performance Bond, and
acknowledged that 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's Signature

Print Notary's name

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

My commission expires:

(Corporations Only)

STATE OF WASHINGTON)
)SS.
County of King)

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
Construction and Improvement
Performance Bond, and
acknowledged that 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's Signature

Print Notary's name

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

My commission expires:



Burien

Washington, USA

ASSIGNMENT OF FUNDS FOR CONSTRUCTION OF IMPROVEMENTS

400 SW 152nd Street, Suite 300 Burien, WA 98166
Phone: (206) 241-4647 • FAX: (206) 248-5539
www.burienwa.gov

PROJECT NAME: _____

Assessor's Parcel Number: _____

Applicant: _____
(Name)

(Address)

Financial Institution: _____
(Name)

(Address)

Account No.: _____ Phone No.: _____

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 (insert dollar amount from line 11 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-proposed 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

CITY OF BURIEN

FINANCIAL INSTITUTION

By: _____

By: _____

By: _____

Its: _____

Its: _____

Its: _____

(Individuals Only)

OWNER(S) OF REAL PROPERTY
(INCLUDING SPOUSE)

(Partnerships Only)

OWNER(S) OF REAL PROPERTY

(Name of Partnership or Joint
Venture)

By General Partner

By General Partner

By General Partner

(Corporations Only)

OWNER(S) OF REAL PROPERTY

(Name of Corporation)

By President

By Secretary

(Individuals Only)

STATE OF WASHINGTON)
)SS.
County of King)

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 Construction and Improvement
Performance Bond, and
acknowledged that
_____ signed the same
as _____ free and
voluntary act and deed, for the uses
and purposes therein set forth.

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

Notary's Signature

Print Notary's name

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

My commission expires:

(Partnerships Only)

STATE OF WASHINGTON)
)SS.
County of King)

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 general partners
of _____
the partnership that executed the
Construction and Improvement
Performance Bond, and
acknowledged that 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.

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(Corporations Only)

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)SS.
County of King)

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_____ and

to me known to be the President and
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the corporation that executed the
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acknowledged that 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's Signature

Print Notary's name

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

My commission expires:

By Secretary

My commission expires: