City of Shoreline
Planning & Community Development
17500 Midvale Avenue North Shoreline, WA 98133-4905
Phone: (206) 801-2500 Fax: (206) 801-2788
Email: pcd@shorelinewa.gov Web: www.shorelinewa.gov

Guarantee Tracking No. _____
(For Internal Use)

PERFORMANCE AGREEMENT FORM

Complete all applicable fields:

☐ Landscaping $ _____   ☐ Right-of-Way $ _____

☐ Clearing, Grading, Restoration $ _____   ☐ Other _____ $ _____

☐ Utility, Storm Drainage $ _____   ☐ Subdivision $ _____

TOTAL $ _____

Bond/Bank Account No. _____   Project No. _____

Site Address _____

Applicant Name _____

Applicant Address _____

This AGREEMENT is entered into between the City of Shoreline, hereinafter "CITY", and the above named applicant, hereinafter "APPLICANT".

WHEREAS the undersigned APPLICANT has applied for a permit to construct the above-references project; WHEREAS the CITY has reviewed this permit application, in accordance with the Shoreline Municipal Code and other applicable regulations, and has attached appropriate permit conditions which require a financial guarantee from _____ *(insert start date)* to _____ *(insert anticipated end date)* to assure the performance of such improvements, provided, however, that the financial guarantee will only be released on the end date if all terms of the AGREEMENT have been completed to the satisfaction of the Planning & Community Development Director or his/her designee; and

WHEREAS the APPLICANT has read and agrees to comply with the permit conditions; NOW, THEREFORE, the APPLICANT hereby agrees and binds itself and its legal representatives, successors, and assigns as follows:

General Terms of the AGREEMENT

1. The APPLICANT shall complete all construction within the timeframe specified and in full compliance with the attached permit conditions, and shall notify the CITY once the project is completed.
2. The APPLICANT shall fulfill all other requirements of the Shoreline Municipal Code and adopted ordinances in connection with the permit improvements even if these requirements are not specifically set forth in this AGREEMENT.
3. The APPLICANT shall be responsible for the proper performance, safe conduct and adequate policing and supervision of the project. This responsibility shall not be lessened or otherwise affected by the CITY's approval of plans, specifications, or work, or by the presence at the work site of the CITY's representative(s), or by the compliance by the APPLICANT with any requests made by said representative(s).
4. Any APPLICANT proposed change of work from the approved plans must be approved in writing by the CITY prior to beginning such work.
5. The APPLICANT hereby grants the CITY the right to enter and inspect the project site and, in the event of any failure to comply with terms of this AGREEMENT, to implement such corrective measures as the CITY deems appropriate.
6. A financial guarantee in the amount and in a form approved by the CITY shall be furnished to the CITY prior to commencing construction of the project and shall remain in force and effect until written release by the CITY. The obligation to perform work and pay fees or other amounts is not limited to the amount of the associated financial guarantee.
7. The APPLICANT shall reimburse the CITY for all actual direct and indirect costs necessitated by this AGREEMENT,

including but not limited to plan review and inspection fees per the City of Shoreline Municipal Code, and corrective or abatement action.

8. The APPLICANT shall defend, indemnify and hold the CITY and its officers, agents, and/or employees harmless from all costs, claims, or liabilities of any nature including attorney's fees, costs and expenses resulting from the acts, errors or omissions of APPLICANT, its agents or employees in the performance of this AGREEMENT, except for injuries and damages caused by the sole negligence of the City. Provided, however, that if such claims are caused by or result from concurrent negligence of the APPLICANT, its agents or employees, and the CITY, its officers, agents, and/or employees, then the APPLICANT shall be liable only to the extent of the APPLICANT's negligence pursuant to RCW 4.24.115. It is further specifically and expressly understood that the indemnification provided herein constitutes the APPLICANT's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this AGREEMENT.

☐ *(CHECKED BY CITY PROJECT MANAGER WHEN APPLICABLE.)* A Maintenance/Defect/Monitoring Agreement is required following acceptance of required work and prior to release of the financial guarantee. The Maintenance/Defect/Monitoring Agreement requires a separate financial guarantee. In the event the APPLICANT fails to post such an additional financial guarantee, the City may demand payment on the performance guarantee and may utilize such amounts to secure the APPLICANT'S obligations under the Maintenance/Defect/Monitoring Agreement as authorized by the City of Shoreline Municipal Code and this AGREEMENT.

Release Requirements

This AGREEMENT and the associated financial guarantee shall remain in full force and effect and shall not be released until all terms of this AGREEMENT have been completed to the satisfaction of the Planning & Community Development Director or his/her designee. The APPLICANT shall notify Planning & Community Development in writing when all terms of the AGREEMENT are complete to request a final inspection and a final release from the terms of this AGREEMENT.

IN WITNESS THEREOF, the party or parties hereto have executed this AGREEMENT as of date below.

APPLICANT

By:_____

Title:_____

Date:_____

APPLICANT

By:_____

Title:_____

Date:_____

State of Washington, County of _____

I certify that I know or have seen satisfactory evidence that _____ signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purpose mentioned in the instrument.

(Notary Seal or Stamp for Principal)

Dated:_____

Notary   Signature:_____

Notary   Printed   Name:_____

Title:_____

Notary appointment expires:_____

City Recipient:_____   Date:_____