

Note: Bold italic print area is to be completed for Subdivision Projects being built in phases

Project Name: _____
Lot number(s): _____
Tract Number(s): _____
Tract Name: _____

**PERFORMANCE SECURITY AGREEMENT FOR
DIVERSION OF CONSTRUCTION & DEMOLITION DEBRIS**

WHEREAS, pursuant to Ordinance No. 5-00, the City Council of the City of Dublin has mandated the diversion of fifty percent (50%) of construction and demolition debris generated by projects within the City of Dublin; and

WHEREAS, the City of Dublin further mandated that any project with a total project value greater than or equal to \$1,000,000 shall submit a Performance Security before the issuance of a Building or Demolition Permit for that project; and

WHEREAS, _____ (hereinafter designated as "Applicant") has filed an application for a _____ [Building or Demolition] Permit for the _____ ("Project") which has a total project value of \$ _____. ***The total project will be built in ____ phases. The current phase of this project for which this permit application is submitted has a total value of \$ _____; and.***

WHEREAS, Applicant has submitted a Performance Security of \$ _____ to the City of Dublin in the form of _____ (Performance Bond, Money Order, Letter of Credit, Certificate of Deposit, Cash, ***Performance Security Transfer***). ***This Performance Security is for Phase ____ of this project;*** and

WHEREAS, this agreement is entered into between the Applicant and City of Dublin to secure compliance with Ordinance no. 5-00.

NOW THEREFORE, the City of Dublin shall retain the Performance Security until such time that Applicant submits to the Waste Management Plan Compliance Official (WMPCO) documentation that Applicant has met the diversion requirement for the Project, and the Waste Management Plan Compliance Official determines compliance with such requirement, in which case the City shall release the Performance Security. If the WMPCO determines the Applicant has not made a good faith effort to meet the diversion requirement for the Project or has partially met it, in accordance with Dublin Municipal Code 7.30.360 and 7.30.370, the Performance Security, or a portion of it as deemed appropriate by the WMPCO, shall be forfeited to the City to be used to promote recycling within the City.

The condition of this obligation is such that if above applicant, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Dublin, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City of Dublin in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, this instrument is executed as an original, by the Applicant and the City of Dublin this ____ day of _____, 20__.

Applicant

City of Dublin

By: _____

By: _____

The Depositor of the Performance Security shall provide written notice to the Community Development Department in the event that there is a change in depositor's interest in the property, the project or the contact person for said project. Said notice shall be mailed first class, postage paid, certified mail to: City of Dublin, Community Development Department, 100 Civic Plaza, Dublin, CA 94568.