

**AGREEMENT FOR
CONSTRUCTION RESPONSIBILITIES OF
DEVELOPER, DEVELOPER'S ENGINEER
AND/OR DEVELOPER'S LAND SURVEYOR**

(City of Camarillo)

PROJECT NUMBER: _____

1. The Developer shall retain the services of a Civil Engineer registered in the State of California who shall perform the work specified herein and who shall be responsible for any changes to the work plans in accordance with the provisions of Section 6730 et seq. of the Business and Professions Code. The Developer may also retain the services of a Land Surveyor licensed in the State of California who shall perform the work specified herein in accordance with Business and Professions Code Section 8700 et. seq.
2. The City Engineer shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed; all questions which may arise as to the interpretations of the plans and specifications; all questions as to the acceptable fulfillment of the agreement on the part of the Developer. The City Engineer shall have the right to cause the Developer to cease construction operations until such time as corrective measures are taken to bring the work so far performed into compliance with the plans and specifications. Such stop work orders, issued in writing, shall not relieve the Developer from completing the work within the time specified in the agreement.
3. The City Engineer delegates, or may delegate, certain responsibilities set forth in the Standard Land Development Specifications to the Developer's Engineer and/or the Developer's Land Surveyor. These responsibilities appear in these General Provisions, the Construction Materials Sections, the Construction Methods Section, Special Provisions, and in written directives issued by the Engineer.
4. The Developer's (Engineer) or (Land Surveyor) shall set such stakes or marks as s/he and the City Engineer determine to be necessary to establish the lines and grades required for the completion of the work specified in the Developer's agreement, plans, specifications, and modifications thereto.
5. The Developer's (Engineer) or (Land Surveyor) shall establish and re-establish line and grade to the satisfaction of the City Engineer and County Surveyor.

6. The Developer's Engineer shall report any construction irregularities or conditions contrary to those assumed during the design phase of the improvements. Written inspection reports prepared by the Developer's Engineer will be required only when the work is not being done in compliance with the plans and specifications.
7. Following completion and before acceptance of the improvements, the Developer's Engineer shall prepare "as-built" plans indicating approved changes made during construction and certify that the work has been constructed in compliance with said plans and specifications.
8. If required by the City under the terms of the agreement and these specifications, the Developer shall perform, furnish or pay for certain soils engineering sampling and testing for the determination of:
 - (a) The structural design of pavements.
 - (b) The stability of cut and fill slopes.
 - (c) Foundation adequacy.
 - (d) Compaction.

Data and reports shall be submitted to the City Engineer for review and approval.

This certifies that _____,
Registered Civil Engineer, has been retained on Project Number _____
and will assume the responsibilities of the Developer's Engineer required herein. The Developer's Engineer agrees to request the final inspection of the subject project in writing on a form approved by the City and to be present at the final inspection. The Developer's Engineer will not be relieved of these responsibilities unless thirty (30) days' prior written notice is given to the City and approval obtained from the City in writing. The Developer's Engineer will execute the certification on the "as-built" plans as set forth in Section 7, above.

This certifies that _____,
Licensed Land Surveyor, has been retained on Project Number _____
and will assume the responsibilities the Developer's Land Surveyor required herein. The Developer's Land Surveyor will not be relieved of these responsibilities unless thirty (30) days' written notice is given to the City and approval obtained from the City in writing.

EXECUTED this _____ day of _____, 20 _____.

Developer

By _____

Title _____

Read and acknowledged _____
Developer's Engineer

R. E. Number _____

Date _____

Read and acknowledged _____
Developer's Land Surveyor

L. S. Number _____

Date _____