

**AGREEMENT FOR CONSTRUCTION
OF DEVELOPMENT IMPROVEMENTS**

(City of Camarillo)

PROJECT NO. _____

_____ (“Developer”)

whose address is _____

_____ agree with the City of Camarillo (“City”) as follows:

1. Developer is developing the land known as Project No. _____, located in the City of Camarillo, County of Ventura, State of California.

2. On _____, 20____, City approved _____ (“Project”) by Resolution No. _____. As part of the approval, City imposed various conditions for construction of public improvements (“Improvements”). Said resolution and the attached conditions of approval thereto are incorporated into and made a part of this agreement as though set forth in full herein.

3. In satisfaction of said conditions of approval, Developer agrees to perform, construct and complete, at Developer’s own expense, all those Improvements required by those conditions relating to _____

(Conditions Nos. _____)

described in Improvement Plans Nos. C-_____ (“Improvement Plans”) on file in the Department of Public Works. Said Improvement Plans are incorporated into and made a part of this agreement as though set forth in full herein. This agreement specifically covers the improvements listed on City’s Estimate of Cost form attached hereto as Exhibit A and incorporated herein by reference, as well as all work required by Chapters 18.55 through 18.65, inclusive, of the Camarillo Municipal Code.

4. Developer will perform and complete said Improvements per conditions of development.

5. The estimated cost of said improvements is the sum of _____ Dollars

(\$_____), as more specifically set forth in the Estimate of Cost form.

6. Developer hereby offers said public Improvements to City for public use.

7. Improvements shall not be deemed complete until approved and accepted as complete by City. Said acceptance shall constitute acceptance of the offer of said Improvements for public use contained in Section 6, hereof.

8. Developer is an independent contractor and nothing contained in this agreement shall be construed to create the relationship of employer and employee, master and servant, or principal and agent between City and Developer or between City and any of Developer's agents or contractors.

9. City, its officers, agents and employees shall not be liable or responsible for any accident, loss or damage happening or occurring to Improvements specified in this agreement prior to the completion and acceptance of said Improvements.

10. City, its officers, agents and employees shall not be liable for any injury or damage to persons or property, including death, arising out of said construction or the acts or omissions of Developer, his agents, employees, contractors or subcontractors in the performance of constructing said Improvements. Developer will protect, defend, indemnify, and hold City, its officers, agents and employees harmless from any and all claims, demands, causes of action, liability or loss of any sort because of, or arising out of, the acts or omissions of Developer, his agents, employees, contractors or subcontractors in the performance of this agreement.

11. At all times from the commencement of the work to the completion and acceptance of Improvements described herein, Developer will take such precautions as may be necessary to protect the public from any dangerous condition caused by the construction of said Improvements. Developer shall have such control of the ground reserved for the installation of such Improvements and the streets in which they are to be placed as is necessary to allow him to carry out this agreement. Developer will pay for such permits and inspection of said Improvements as may be required by City, other public agencies, and all utilities.

12. Prior to commencement of any work agreed to be done by Developer herein, Developer will file with Deputy Director a good and sufficient bond or guarantee security in an amount not less than one hundred percent (100%) of the estimated cost of the Improvements for the faithful performance of the terms and conditions and guarantees of this agreement by a corporation authorized to transact business in the State of California in a form acceptable to the City Attorney's Office. If the guarantee security is an instrument or letter of credit which contains an expiration date, the expiration date should be irrevocable for the same period as specified in

Section 4, above. Should the sureties on said bond or guarantee security, or any of them, become insufficient in the opinion of Deputy Director, Developer agrees to renew said bond or guarantee security with good and sufficient sureties within ten (10) days after receiving demand from Deputy Director therefor. All premiums and costs related to the maintenance of the security, including extensions therefore, shall be the responsibility of Developer. If the security contains an expiration date, such security shall also contain an automatic renewal provision providing City with not less than a thirty- (30-) day written notice of any non-renewal.

13. Prior to approval of the plans by Deputy Director, Developer will file with Deputy Director a good and sufficient labor and materials bond or guarantee security in an amount not less than one hundred percent (100%) of the total estimated cost of the improvements, securing payment to the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials to them for Improvements. Said bond or security shall be issued by a corporation authorized to do business in the State of California, and shall be in a form acceptable to the City Attorney's Office. If the guarantee security is an instrument or letter of credit which contains an expiration date, the expiration date should be irrevocable for the period through which period of time is no less than the period of time specified in Section 4 above. Should the sureties on said bond or guarantee security, or any of them, become insufficient in the opinion of Deputy Director, Developer agrees to renew said bond or guarantee security with good and sufficient sureties within ten (10) days after receiving demand from Deputy Director therefor. All premiums and costs related to the maintenance of the security, including extensions therefor, shall be the responsibility of Developer. If the security contains an expiration date, such security shall also contain an automatic renewal provision providing City with not less than a thirty- (30-) day written notice of any non-renewal.

14. Developer agrees to continually maintain good and sufficient security with City until Improvements required by this agreement are completed. If city receives notice that the security is to terminate prior to the completion of Improvements and Developer fails to provide City with new security, such failure shall be considered a breach of this agreement, entitling City to draw upon the current security.

15. Developer agrees to make payments to all consulting engineers. Developer agrees that no final inspection and recommendation of acceptance of Improvements which are the subject of this agreement will be made by Deputy Director until City receives notice from the consulting engineers that such payments have been made.

16. Developer hereby warrants that Improvement Plans referred to herein are in accordance with the requirements of the Planning Commission and City Council. Developer further warrants that said Improvement Plans and specifications are adequate to accomplish the work covered by this agreement in a good, workmanlike manner, and in accordance with accepted construction practices, and in accordance with all applicable City standards and regulations, as finally approved by Deputy Director. The parties hereto contemplate that certain corrections and revisions in said Improvement Plans may be necessary to comply with applicable City standards and

regulations, as determined by Deputy Director. Developer shall complete such Improvement Plans to conform to applicable standards and regulations for approval by Deputy Director, including any corrections and revisions thereto as may be required, prior to completion of Improvements and acceptance of Improvements by City. Developer shall perform all changes or alterations in the construction and installation of such Improvements to conform with plan revisions, all in accordance with Improvement Plans as finally completed and approved by Deputy Director.

17. Developer shall guarantee replacement and repair of Improvements as described in Section 3, hereof, for a period of one year following final acceptance of all Improvements of this Project. The performance bond or guarantee security referred to in Sections 12 and 13, hereof, shall not be exonerated until a guarantee security in a form acceptable to the City Attorney's office is accepted by City. The guarantee security shall be in the amount of at least twenty-five percent (25%) of the sum shown in Section 5, hereof.

18. In addition to the guarantee provided in Section 17, above, Developer shall maintain all public improvements provided for in this agreement until such time as all work within Project is approved. The security provisions of Sections 12, 13 and 17, above, are specifically applicable to this paragraph.

19. Developer shall keep accurate records on a set of blueline prints for Improvements of all additions and deletions to the work, and of all changes in location, elevation, and character of the work not otherwise shown or noted on Improvement Plans. Prior to City's final acceptance of Improvements, Developer shall transfer this information to a final set of "as-built" Improvement Plans and deliver them to Deputy Director for approval and retention.

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

21. If any action at law or in equity, including an action from the declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees, court costs and necessary disbursements, in addition to any other relief to which it may be entitled.

22. This agreement shall be interpreted and construed according to the laws of the State of California.

23. Should interpretation of this agreement, or any portion thereof, be necessary, it is deemed that each party had or had the opportunity to have this agreement reviewed by counsel and that this agreement was prepared by the Parties jointly and equally and shall not be interpreted against either party on the ground that one party prepared the agreement or caused it to be prepared.

DATED: _____

DEVELOPER (type or print)

By: _____

(signature)

(type or print name)

Title: _____

DATED: _____

CITY OF CAMARILLO

By: _____

(signature)

Naftalia F. Tucker, P. E.

(type or print name)

Title: _____

City Engineer

DATED: _____

ATTEST:

City Clerk