

AGREEMENT FOR SOILS CONSULTANT

(City of Camarillo)

PROJECT NUMBER: _____

This Agreement is made and entered into by and between _____

(hereafter DEVELOPER) and _____

(hereafter CONSULTANT).

WITNESSETH:

The parties hereto do agree as follows:

Section 1. Recitals. This Agreement is made and entered into with respect to the following facts:

- (a) That DEVELOPER is the owner of certain real property located in the City of Camarillo (City), County of Ventura, State of California, which is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (Property); and
- (b) DEVELOPER proposes to develop Property in accordance with all applicable laws and conditions of approval imposed thereon; and
- (c) That City had jurisdiction over the development of Property, including the right to impose conditions of approval pursuant to its ordinances and regulations with respect thereto; and
- (d) That DEVELOPER applied to City for the approval of _____
_____ (IPD Permit Number; Tentative Subdivision Tract Map for Tract Number; project number) and, as a Condition of Approval, DEVELOPER has been required to obtain the services of a qualified person to perform certain services, hereafter described; and
- (e) That CONSULTANT is qualified to perform the services and has agreed to do so subject to the terms and conditions of this Agreement.

Section 2. Services/Compensation. CONSULTANT shall perform services (Services) for and on behalf of DEVELOPER with respect to the development of Property and DEVELOPER shall pay CONSULTANT for all Services in the amount set forth on Exhibit B, attached hereto and incorporated herein by this reference.

Section 3. Reports and Records. CONSULTANT shall prepare appropriate reports and records (Reports) containing the results of inspection and testing, the interpretation of results, and the pavement design done pursuant to this Agreement. With the last report filed, CONSULTANT shall include a certificate that the testing, inspection, interpretation, and design have been done properly in accordance with applicable City standards and good engineering practice. All Reports and the certificate shall be delivered to City at 601 Carmen Drive, Camarillo, California 93010, Attention: Director of Public Works (Director).

Section 4. Supplemental Services. CONSULTANT shall perform such supplemental services as may be required by Director for the purpose of complying with Conditions of Approval imposed upon the development of Property and/or required by the Camarillo Municipal Code or applicable laws and/or rules and regulations adopted from time to time by City.

Section 5. Non-Liability of City. The parties agree and acknowledge that City is not responsible to DEVELOPER or CONSULTANT for any of the costs of Services rendered pursuant to this Agreement by CONSULTANT.

Section 6. Ownership of Records. DEVELOPER shall be the owner of all records prepared by CONSULTANT relating to Services performed hereunder.

Section 7. Term. The term of this Agreement shall be for a period commencing on the effective date of this Agreement and terminating upon completion of the project.

Notwithstanding the foregoing stated term of this Agreement, either party hereto may terminate this Agreement upon thirty (30) days' written notice to the other party and to City. In the event of such termination, CONSULTANT shall be entitled to receive compensation for Services rendered through and including the date of giving notice of intention to terminate. This Agreement shall be deemed terminated on the 31st day following the giving of such notice.

Section 8. Effective Date. The effective date of this Agreement shall be _____, 20____.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

DEVELOPER

CONSULTANT

By: _____

By : _____

By: _____

By : _____

EXHIBIT “A”
LEGAL DESCRIPTION

(authorized signature)

EXHIBIT “B”

(CONSULTANT LETTERHEAD)

Date:

Developer
Address
City, State

Dear Developer:

Project:

Subject: Scope of Services/Compensation for Services During Construction, Exhibit “B”

We have been contracted by the above Developer, to perform the services outlined below, during construction on the project site.

Our scope of services during construction on this project, where appropriate, will include: testing and observation of grading; compaction testing in street areas, utility trenches, pavement and subgrade, aggregate base, and any other areas of backfill; observations of foundation excavations; verification of premoistening, as necessary; various backup laboratory testing and reporting of all test results; including certification of the grading within the scope of our responsibilities.

Submitted,
(Name of Consultant)

(authorized signature)