

**CITY ENGINEER AND
SUPERINTENDENT OF STREETS
MULTIPLE AGREEMENT**

For Tract/Parcel Map No. _____

THIS AGREEMENT, made and entered into _____, 20____, by
the CITY OF _____,

State of California, acting by and through its City Council, hereinafter called the CITY,

and _____
(Name)

_____ (address)

hereinafter called the SUBDIVIDER.

WITNESSETH:

FIRST: The SUBDIVIDER for and in consideration of the approval of the final map of that certain land division known as Tract/Parcel Map No. _____ hereby agrees, at the SUBDIVIDER's own cost and expense, to furnish all labor, materials and equipment necessary to perform and complete, and within twenty-four (24) months from the date of filing of said map, to perform and complete in a good and workmanlike manner, for the CITY where applicable, the following improvement(s) and/or work checked below, to wit:

A 5-foot CHAIN LINK FENCE per latest revision of Standard Plan for Public Works Construction No. 600 at the rear and/or side of lots/parcels _____ (inclusive) adjacent to _____.
The estimated cost of this work is the sum of _____ dollars (\$ _____).

A COMBINATION MASONRY WALL AND CHAIN LINK FENCE per County Engineer Standard D-63 at the rear and/or side of lots/parcels (inclusive) adjacent to _____.
The estimated cost of this work is the sum of _____ dollars (\$ _____).

- A 5-foot MASONRY WALL per County Engineer Standard D-65 at the rear and/or side of lots/parcels _____ (inclusive) adjacent to _____.
 The estimated cost of this work is the sum of _____ dollars (\$ _____).

- CORRECTIVE GEOLOGIC IMPROVEMENTS. Said work shall be done under the provisions of applicable City Codes.
 The estimated cost of this work is the sum of _____ dollars (\$ _____).

- DRAINAGE FACILITIES and appurtenances thereto.
 The estimated cost of this work is the sum of _____ dollars (\$ _____).

- SANITARY SEWERS and appurtenances thereto, under Private Contract No. _____, in streets and/or rights of way. In addition, SUBDIVIDER hereby offers said improvement for dedication.
 The estimated cost of this work is the sum of _____ dollars (\$ _____).

- STORM DRAINS and appurtenances thereto under Private Drain No. _____, in streets and/or rights of way. In addition, SUBDIVIDER hereby offers said improvement for dedication.
 The estimated cost of this work is the sum of _____ dollars (\$ _____).

- Setting of SURVEY MONUMENTS and tie points and furnishing to the City Engineer tie notes for said points, according to the provisions of the applicable City Ordinance or Codes regulating division and mapping of land, and paying the surveyor or engineer of record or his authorized substitute for the work performed by him as provided for in Division 2 Chapter 4, Article 9, of Title 7 of the Government Code (the Subdivision Map Act).
 The estimated cost of this work is the sum of _____ dollars (\$ _____).

- WATER SYSTEM FACILITIES including pump stations, water tanks, water mains, water wells, fire hydrants, and all other appurtenances thereto, in dedicated public streets, private streets and easements, in accordance with plans and specifications consistent with the design requirements and standard specifications governing the installation of water systems on file in the office of the City Engineer.
 The estimated cost of this work is the sum of _____ dollars (\$ _____).

- ROAD IMPROVEMENTS in accordance with the Road Plans for said land division filed in the office of the Superintendent of Streets and to do all work incidental thereto according to the Standard Specifications for Public Works Construction, as amended, which are hereby made a part of this agreement. The estimated cost of this work is the sum of _____ dollars (\$ _____).

- STREET TREE IMPROVEMENTS in accordance with the Road Plans for said land division filed in the office of the Superintendent of Streets and to do all work incidental thereto according to the Standard Specifications for Public Works Construction, as amended, which are hereby made a part of this part of this agreement. The estimated cost of this work is the sum of _____ dollars (\$ _____).

- (OTHERS) _____

 The estimated cost of this work is the sum of _____ dollars (\$ _____).

- (OTHERS) _____

 The estimated cost of this work is the sum of _____ dollars (\$ _____).

The above-mentioned improvement(s) to be constructed within and without the boundaries of said land division according to plans and/or applicable standards on file in the office of the City Engineer, Superintendent of Streets and/or other city official as applicable and hereby made a part of this contract as fully as though set forth herein. That said work shall be done under the inspection of, and to the satisfaction of, the City Engineer, Superintendent of Streets, and/or other city official as applicable, and shall not be deemed completed until approved and accepted as completed by the CITY. The SUBDIVIDER, his/her contractor(s), representatives, and agents shall be responsible for the Operation, maintenance and repair of the above improvements until accepted by the City. Said acceptance of the improvement(s) shall also constitute acceptance of any offer of dedication contained herein.

SECOND: That the CITY shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage happening or occurring to the work specified in this agreement prior to the completion, approval, and/or acceptance of same; nor shall the CITY, nor any officer or employee thereof, be liable for any persons or property injured by reason of the nature of said work or by reason of the acts or omissions of the SUBDIVIDER, his agents or employees, in performance of said work. All of said liabilities shall be assumed by the SUBDIVIDER. The SUBDIVIDER further agrees to indemnify, defend and save harmless the CITY, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited

to, bodily injury, death, personal injury, or property damage arising from or connected with the SUBDIVIDER's operations, or its services hereunder, including any workers' compensation suits, liability, or expense, arising from or connected with services by any person pursuant to this agreement, or arising out of the use of any patent or patented article in the construction of said work.

THIRD: The SUBDIVIDER hereby grants to the CITY, the Surety upon any Bond, the financial institution of any improvement security, and to the agents, employees, and contractor of the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the improvement. This permission shall terminate in the event that the SUBDIVIDER, financial institution, or the Surety has completed the work within the time specified or any extension thereof granted by the CITY.

FOURTH: It is further agreed that the SUBDIVIDER will at all times from the approval of said land division to the completion and acceptance of said work or improvements by the CITY, give good and adequate warning of each and every dangerous condition caused by the construction of said improvements and will protect the traveling public therefrom.

FIFTH: It is further agreed that the SUBDIVIDER shall have such control of the ground/area reserved for the installation of such work, and the streets in which they are to be placed, as is necessary to allow him to carry out this agreement.

SIXTH: The SUBDIVIDER hereby agrees to pay for the inspection of such work and improvements as may be required by the City Engineer, Superintendent of Streets, and/or other city official.

SEVENTH: The SUBDIVIDER shall give notice to the City Engineer, Superintendent of Streets, and/or other city official at least 24 hours before beginning any work and shall furnish said officials all reasonable facilities for obtaining full information respecting the progress and manner of work.

EIGHTH: The SUBDIVIDER agrees to grant to the CITY such easements as are necessary for the upkeep and maintenance by the CITY of the improvements agreed to be constructed herein.

NINTH: The SUBDIVIDER shall perform any changes or alterations in the construction and installation of such improvements required by the CITY, provided that all such changes or alterations do not exceed ten percent of the original total estimated cost of such improvements. Said cost to be borne by the SUBDIVIDER.

TENTH: The SUBDIVIDER shall guarantee such improvements for a period of one year following the completion by the SUBDIVIDER and acceptance by the CITY against any defective work or labor done, or defective materials furnished, in the performance of this agreement by the SUBDIVIDER.

ELEVENTH: The SUBDIVIDER hereby agrees that all work on any city highway, which existed prior to the filing of said map, shall be completed in accordance with the terms and provisions of applicable City Ordinance or Codes. Said Ordinance or Code requires, in part, that once work is commenced, it shall be prosecuted in a diligent and workmanlike manner to completion. If the CITY determines that the SUBDIVIDER has failed to perform as therein specified, the CITY reserves the right to exclude the SUBDIVIDER from the site and complete the work contemplated by city forces or by separate contract. The SUBDIVIDER further agrees to reimburse the CITY for all charges accruing as a result of such construction by city forces or separate contract.

TWELFTH: It is further agreed that the SUBDIVIDER has filed with the CITY, an acceptable and sufficient improvement security in an amount not less than the estimated cost of the work and improvements, as above specified, for the faithful performance of the terms and conditions and guarantees of this agreement and has also deposited with the CITY a good and sufficient payment security for labor and materials in the amount prescribed by law to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4, Division 3 of the Civil Code. If said improvement security or payment security becomes insufficient in the opinion of the CITY, the SUBDIVIDER agrees to renew said improvement security and/or payment security with good and sufficient improvement security and/or payment security within ten days after receiving demand therefore.

THIRTEENTH: If the SUBDIVIDER neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the time specified, or within such extensions of said time as have been granted by the CITY, or if the SUBDIVIDER violates or neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this agreement and notice in writing of such default shall be served upon him and upon any Surety or financial institution in connection with this contract. The City Engineer, Superintendent of Streets, and/or other city official, shall have the power to terminate all rights of the SUBDIVIDER in such contract, but said termination shall not affect or terminate any of the rights of the CITY as against the SUBDIVIDER, financial institution, or surety then existing or which thereafter accrue because of such default. The determination by the CITY of the question as to whether any of the terms of the contract or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the SUBDIVIDER, his Surety, and any and all other parties who may have any interest in the contract or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the CITY under law.

FOURTEENTH: In case suit is brought upon this contract, the SUBDIVIDER hereby agrees to pay to the CITY reasonable attorney's fees to be fixed by the Court.

FIFTEENTH: It is further agreed by and between the parties hereto, including the Surety or Sureties on any Bond attached to this contract or the financial institution guaranteeing the improvement security, that in the event it is deemed necessary by the

CITY to extend the time of completion of the work contemplated to be done under this contract, said extension may be granted by the CITY either at its own option or upon request of the SUBDIVIDER, and shall in no way affect the validity of this contract or release the Surety or Sureties on any Bond attached hereto or the financial institution guaranteeing the improvement security. SUBDIVIDER further agrees to maintain said improvement security and payment security in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

SIXTEENTH: Before the SUBDIVIDER files the final sanitary sewer plans, under conditions approved by the City Engineer, the SUBDIVIDER may file preliminary sanitary sewer plans. Such preliminary plans, after approval by the City Engineer, may be submitted to meet the requirements for clearance of the final map. The SUBDIVIDER agrees to make such changes in the preliminary sanitary sewer plans as may be required by the City Engineer and to replace said preliminary plans with final sanitary sewer plans, approved by the City Engineer, before the SUBDIVIDER can apply for a construction/inspection permit.

SEVENTEENTH: It is further agreed by and between the parties hereto that this contract firmly binds the parties, their heirs, executors, administrators, successors or assignees, jointly and severally.

IN WITNESS thereby, SUBDIVIDER has affixed his/her name and seal.

By: _____
Name/Title

By: _____
Name/Title

Received on behalf of CITY
CITY ENGINEER

Approved as to form
CITY ATTORNEY

By: _____
Deputy

By: _____
Deputy

Date: _____

Note: All SUBDIVIDER signatures must be acknowledged before a Notary Public.
(Attached appropriate acknowledgments/jurats)