

CITY ENGINEER AND
SUPERINTENDENT OF STREETS
MULTIPLE AGREEMENT

For Tract/Parcel Map No. _____

THIS AGREEMENT, made and entered into _____, 19_____, by and between
the CITY OF _____,
State of California, acting by and through it's 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 No./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 and improvements 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 and improvements is the sum of _____

_____ dollars (\$ _____).

[] _____

The estimated cost of this work is the sum of _____

_____ dollars (\$ _____).

[] _____

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

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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 therefor.

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 there by, SUBDIVIDER has affixed his/her name and seal.

(Seal)

By _____

By _____

Note: All signatures must be acknowledged before a notary public. (Attach appropriate acknowledgement jurats.)

Received on behalf of the City of _____ by the City Engineer

Approved as to form CITY ATTORNEY

By _____ Deputy

By _____ Deputy

Date: _____

CITY ENGINEER AND
SUPERINTENDENT OF STREETS
FAITHFUL PERFORMANCE BOND

For Tract/Parcel Map No. _____

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
Name

of _____
Address

as PRINCIPAL and
as SURETY, are firmly bound unto the CITY OF _____
and each officer and employee thereof, hereinafter called the CITY, in the sum(s) indicated below, for the
payment of which sum(s), we hereby bind ourselves, our heirs, executors, administrators, successors or
assignees, jointly and severally.

The condition of the foregoing obligation is such that whereas said PRINCIPAL has entered into or is
about to enter into the annexed contract(s) with the CITY, pursuant to the authority granted by Division
2, Title 7, of the Government Code (Known as the "Subdivision Map Act".) and pursuant to the authority
of the local ordinance or codes governing land division in the City, which said contract(s),
dated _____, 19 _____, are hereby referred to and made a part hereof, for
the following work checked below for Tract No./Parcel Map No. _____, to wit:

A 5-foot CHAIN LINK FENCE improvement in the sum of _____

dollars (\$ _____).

A COMBINATION MASONRY WALL AND CHAIN LINK FENCE improvement in the sum of

dollars (\$ _____).

A 5-foot MASONRY WALL improvement in the sum of _____

dollars (\$ _____).

CORRECTIVE GEOLOGIC improvements in the sum of _____

dollars (\$ _____).

DRAINAGE FACILITIES in the sum of _____

dollars (\$ _____).

[] SANITARY SEWER improvement, under Private Contract No. _____, in the sum of _____ dollars (\$ _____).

[] STORM DRAIN improvement under Private Drain No. _____, in the sum of _____ dollars (\$ _____).

[] MONUMENTATION in the sum of _____ dollars (\$ _____).

[] WATER SYSTEM improvements in the sum of _____ dollars (\$ _____).

[] ROAD improvements in the sum of _____ dollars (\$ _____).

[] STREET TREE improvements in the sum of _____ dollars (\$ _____).

[] _____ improvements in the sum of _____ dollars (\$ _____).

All is in accordance with the attached contract(s) and is required by said CITY to give this bond in connection with the execution of said contract(s).

If the annexed contracts listed above include an agreement for monumentation, then a further condition of the foregoing obligation is for the payment of the amount of the bond to the CITY for the benefit of the authorized surveyor or engineer who has performed the work and has not been paid by the contractor as provided for in Division 2, Title 7, of the Government Code.

Now therefore, if the said PRINCIPAL shall completely perform all of the covenants and obligations of said contract(s) and any alteration thereof made as therein provided, on his part to be performed at the times and in the manner specified therein, and in all respects according to its true intent and meaning, and shall indemnify and save harmless the CITY, its officers, agents, and employees, as therein stipulated, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect. The SURETY hereby expressly consents to and waives any prior notice of, the granting, from time to time by the CITY, to the PRINCIPAL, of any extensions of time to perform and complete the work under the annexed contract(s) or to the work or to the specifications, ordered by the CITY pursuant to

the provisions of said contract(s). The SURETY further expressly agrees that any such extensions of time or any such changes or alterations shall not in any way affect its obligation on this bond.

The provisions of Section 2845 of the Civil Code are not a condition precedent to the SURETY's obligation here under and are waived by the SURETY. As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Furthermore, the SURETY expressly agrees as follows:

(1) If the PRINCIPAL fails to complete any work herein above listed within the time specified in the annexed contract(s), the CITY may, upon written notice to the PRINCIPAL, served in the time and manner provided in the applicable Code, determine that said work or any part thereof is uncompleted, and may cause to be forfeited to the CITY such portion of this obligation as may be necessary to complete such work.

(2) If the PRINCIPAL shall fail to complete more than one of the requirements hereinabove listed within the specified time, the CITY shall not be required to declare a forfeiture of this obligation or to prosecute an action under this bond as to all such uncompleted requirements and may subsequently, from time to time, declare additional forfeitures or prosecute additional actions under this bond as to any one or more of the remaining uncompleted requirements, even though the CITY knows or has reason to know, at the time of the initial forfeiture, that the requirements to which the subsequent forfeitures or prosecutions of action pertain were not, as of the time of the initial forfeiture, completed within the time specified for completion.

(3) The CITY may expressly exonerate the SURETY with respect to any one or more of the annexed contract(s) without waiving any of its rights against the PRINCIPAL or the SURETY under any other such contract(s).

IN WITNESS there by, the PRINCIPAL and SURETY caused this bond to be executed on this _____ date of _____, 19_____.

(Seal)

Principal _____

Principal _____

No riders, endorsements, or attachments have been made hereto by the Surety except as noted hereon to the right.

Surety _____

Address _____

Note: All signatures must be acknowledged before a notary public. (Attach appropriate acknowledgement jurats.)

By _____

Received on behalf of the City of _____ by the City Engineer

Approved as to form
COUNTY COUNSEL

By _____
Deputy

Date: _____

By _____
Deputy

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"I HEREBY CERTIFY:

1. That _____
has been certified by the State Insurance Commissioner as an admitted surety insurer and that such authority is in full force and effect.

2. That the person executing the within bond on behalf of the surety is authorized to do so under a power of attorney on file with this office.

3. That there is on file in this office the financial statement of the surety for the period ending _____ showing capital and surplus not less than ten times the amount of this bond."

COUNTY CLERK

By _____
Deputy

Dated _____

CITY ENGINEER AND
SUPERINTENDENT OF STREETS
LABOR AND MATERIAL BOND

For Tract/Parcel Map No. _____

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
Name
of _____
Address
as PRINCIPAL and _____

as SURETY, are firmly bound unto the CITY OF _____,
hereinafter called the CITY, in the sum(s) indicated below, for the payment of which sum(s), we hereby
bind ourselves, our heirs, executors, administrators, successors, or assignees, jointly and severally.

The condition of the foregoing is such that whereas said PRINCIPAL has entered into or is about to
enter into the annexed contract(s) with the CITY pursuant to the authority granted in Division 2, Title 7
of the Government Code (Known as the "Subdivision Map Act".) which said contract(s) date
_____, 19_____, are hereby referred to and made a part hereof, for the following work
checked below for Tract No./Parcel Map No. _____, to wit:

[] A 5-foot CHAIN LINK FENCE labor and materials in the sum of _____
dollars (\$ _____).

[] A COMBINATION MASONRY WALL AND CHAIN LINK FENCE labor and materials in the sum
of _____
dollars (\$ _____).

[] A 5-foot MASONRY WALL labor and materials in the sum of _____
dollars (\$ _____).

[] CORRECTIVE GEOLOGIC improvements labor and materials in the sum of _____
dollars (\$ _____).

[] DRAINAGE FACILITIES labor and materials in the sum of _____
dollars (\$ _____).

[] SANITARY SEWERS labor and materials, under Private Contract No. _____,
in the sum of _____
dollars (\$ _____).

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[] STORM DRAINS labor and materials, under Private Drain No. _____, in the sum of _____
_____ dollars (\$ _____).

[] WATER SYSTEM labor and materials in the sum of _____
_____ dollars (\$ _____).

[] ROAD improvements labor and materials in the sum of _____
_____ dollars (\$ _____).

[] STREET TREE improvements labor and materials in the sum of _____
_____ dollars (\$ _____).

[] _____
labor and materials in the sum of _____
_____ dollars (\$ _____).

[] _____
labor and materials in the sum of _____
_____ dollars (\$ _____).

All pursuant to said Code, the PRINCIPAL must give this bond for labor and materials before entering upon the performance of the work, to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code as a condition to the execution of said contract(s) by the CITY.

Now therefore, if said PRINCIPAL fails to pay the contractor or subcontractor, or fails to pay persons renting equipment or furnishing labor or materials to the contractor or subcontractors of the performance of said contract(s), including any materials, provisions, or other supplies or teams, equipment, implements, trucks, machinery, or power used in, upon, for, or about the performance of the work contracted to be done, including any changes or alterations ordered by the CITY pursuant to the provisions of said contract(s), or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, said SURETY will pay the same in an amount not exceeding the sum set forth above, and also, in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees incurred by the CITY in successfully enforcing such obligation, to be fixed by the court, and to be taxed as costs, and to be included in the judgement therein rendered.

This bond shall insure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The SURETY hereby expressly consents to, and waives any prior notice of, the granting, from time to time by the CITY, to the PRINCIPAL, of any extensions of time to perform and complete the work under the annexed contract(s), and to any changes or alterations to the terms of the contract(s) or to the work or to the specifications ordered by the CITY pursuant to the provisions of said contract(s). The SURETY further expressly agrees that any extensions of time or any such changers or alterations shall not in any way affect its obligation on this bond. The provisions of Section 2845 of the Civil Code are not a condition precedent to the SURETY's obligation hereunder and are waived by the SURETY.

IN WITNESS there by, the PRINCIPAL and SURETY caused this bond to be executed on this _____ date of _____, 19_____.

(Seal)

Principal _____

Principal _____

No riders, endorsements, or attachments have been made hereto by the Surety except as noted hereon to the right.

Surety _____

Address _____

Note: All signatures must be acknowledged before a notary public. (Attach appropriate acknowledgement jurats.)

By _____

Received on behalf of the City of _____ by the City Engineer

Approved as to form
CITY ATTORNEY

By _____
Deputy

By _____
Deputy

Date: _____

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"I HEREBY CERTIFY:

1. That _____
has been certified by the State Insurance Commissioner as an admitted surety insurer and that such authority is in full force and effect.

2. That the person executing the within bond on behalf of the surety is authorized to do so under a power of attorney on file with this office.

3. That there is on file in this office the financial statement of the surety for the period ending _____ showing capital and surplus not less than ten times the amount of this bond."

COUNTY CLERK

By _____
Deputy

Dated _____