

SUBDIVISION AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Antioch, hereinafter referred to as "City", and _____
_____, hereinafter referred to as "Subdivider", both of whom understand as follows:

Subdivider has presented to City for approval a final subdivision map (hereinafter called "Map") entitled: " _____
_____."

The map has been filed with the City Engineer of City for presentation to the City Council of the City for its approval, which map is hereby referred to and incorporated herein;

Subdivider has requested approval of the map prior to the construction and completion of improvements, including all streets, highways or public ways and public utility facilities which are a part of, or appurtenant to, the subdivision (hereinafter called "Subdivision") designated in the map, all in accordance with, and as required by, the plans and specifications for all or any of said improvements in, appurtenant to, or outside the limits of subdivision, which plans and specifications are now on file in the office of the City Engineer of City;

This agreement is executed pursuant to the provisions of the Subdivision Map Act of the State of California and Title 9, Chapter 4 of the Antioch Municipal Code.

NOW THEREFORE, for and in consideration of the approval of the Map and of the acceptance of the dedications, or some thereof, and in order to insure satisfactory performance by Subdivider's obligations under said Subdivision Map Act and said Municipal Code, the parties agree as follows:

1. **PERFORMANCE OF WORK.** Subdivider will do and perform or cause to be done and performed, at Subdivider's own expense, in a good and workmanlike manner, and furnish all required materials, all under the direction and to the satisfaction of the City Engineer of City, all of the following work and improvements within (and/or without) the subdivision, to wit:

Those certain improvements designated and shown as streets, curbs, gutters, sanitary sewers, storm sewers, water mains, fire hydrants, sidewalks and other on or off-site improvements, and Subdivider shall also do all work and furnish all materials necessary in the opinion of the City Engineer to complete the improvements in accordance with the plans and specifications on file, or with any changes required or ordered

by said Engineer, which in his opinion are necessary or required to complete the work, at no cost to the City. All work shall meet the minimum construction standards contained in the State of California Department of Transportation Standard Specifications, current edition, unless noted otherwise by the City.

2. WORK: PLACES AND GRADES TO BE FIXED BY ENGINEER. All of said work is to be done to the satisfaction of the City Engineer, and to the grades as shown upon the plans and specifications on file in the office of the City Engineer.

3. WORK: TIME FOR COMMENCEMENT AND PERFORMANCE. At least twenty-four hours prior to the commencement of any work hereunder, Subdivider shall notify City Engineer in writing of the date fixed by Subdivider for commencement thereof, so that City Engineer shall be able to provide services of inspection.

The Subdivider will complete, or cause to be completed, all improvements in accordance with the plans and specifications on file as hereinbefore specified, including any changes required or ordered by the said Engineer pursuant to a time schedule approved by the City Engineer. The City Engineer may, from time to time, extend the schedule. The schedule shall be deemed to be extended if any completion date is not met and there is no objection from the City Engineer. Any such extension may be effective without notice to subdivider surety, and no extension shall release or modify the surety's liability on the bond to secure the faithful performance of this agreement, or for the payment of labor and materials.

The work shall be performed in a safe and good workmanlike manner, and enough workmen to quickly and adequately perform the work shall be employed and used. All work must comply with State of California, Division of Industrial Safety Construction Orders, and to the State of California Department of Transportation Standard Specifications, current edition. Compaction shall be 95% relative compaction to a depth of 30" (30 inches below finished pavement).

No work on any public improvement will be permitted unless performed in a safe, workmanlike manner, and unless sufficient workmen are on the job to adequately perform the work in that manner.

Except as approved by the City Engineer in writing, all work shall be performed between the hours of 8:00 a.m. and 5:00 p.m.

Any contractor not performing as required by this agreement may, at the discretion of the City Engineer, be barred from doing any work within the City of Antioch on any subdivision or any Public Works project for a maximum period of two years.

The Subdivider shall furnish a licensed Soils Engineer to test and certify that all cuts, fills, and trench backfill conform to the requirements of the City and State Codes.

4. REPAIRS AND REPLACEMENTS. Subdivider shall replace, or have replaced, or repair or have repaired, as the case may be, all pipes and monuments shown on the map which have been destroyed or damaged, and Subdivider shall replace or have replaced, repair or have repaired, as the case may be, or pay the owner, the entire cost of replacement or repairs, of any and all property damaged or destroyed by reason of any work done hereunder, whether such property be owned by the United States or any agency thereof, or the State of California or any agency or political subdivision thereof, or by the City or by any public or private corporation, or by any person whomsoever, or by any combination of such owners. Any such repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

5. UTILITY DEPOSITS-STATEMENT. Subdivider shall file with the City Clerk, prior to the commencement of any work to be performed within the area delineated on the map, a written statement signed by Subdivider, and each public utility corporation involved, to the effect that Subdivider has made all deposits legally required by such public utility corporation for the connection of any and all public utilities to be supplied by such public utility corporation within the subdivision.

6. PERMITS, COMPLIANCE WITH LAW. Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction of such improvements, give all necessary notices and pay all fees and taxes required by law.

7. SUPERINTENDENCE BY SUBDIVIDER. Subdivider shall give personal superintendence to the work on said improvement, or have a competent foreman or superintendent, satisfactory to the City Engineer, on the work at all times during progress, with authority to act for Subdivider.

8. INSPECTION BY CITY. Subdivider shall at all times maintain property facilities, and provide safe access for inspection by City to all parts of the work, and to the shops wherein the work is in preparation.

9. CONTRACT SECURITY. Concurrently with the execution hereof, Subdivider shall furnish: (1) A surety bond, or cash deposit in an amount equal to at least one hundred percent (100%) of the estimated cost of improvements as security for the faithful performance of this agreement; and (2) a separate surety bond or cash deposit in an equal amount to at least one hundred percent (100%) of the estimated cost of improvements as security for the payment of all persons performing labor and furnishing materials in connection with this agreement. The surety on each of said bonds, and the form thereof, shall be satisfactory to the City Attorney. All surety bonds and cash deposits furnished in connection with this agreement shall be held by the City and not released until sufficient time has elapsed after completion of construction so that the City is assured that no claim against the City in connection therewith can successfully be asserted. The faithful performance bond may be reduced to a face amount of fifty percent (50%) of the estimated cost of improvements upon acceptance of the improvements by the City. The reduced faithful performance bond shall remain in effect for the period described in Paragraph No. 12 of this agreement.

10. HOLD-HARMLESS AGREEMENT. Subdivider hereby agrees to, and shall hold City, its elective and appointive boards, commissions, officers, agents, and employees, harmless from any liability for damage for personal injury, including death, as well as from claims for property damage which may arise from Subdivider or Subdivider's contractors', sub-contractors', agents' or employees' operations under this agreement, whether such operations be by Subdivider or by any of Subdivider's contractors, sub-contractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Subdivider or any of Subdivider's contractors or subcontractors. Subdivider agrees to, and shall, defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations; provided as follows:

a. That City does not, and shall not; waive any rights against Subdivider which it may have by reason of the aforesaid hold-harmless agreement, because of the acceptance by City, or the deposit with City by Subdivider.

b. That the aforesaid hold-harmless agreement by Subdivider shall apply to all damages and claims for damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not City has prepared, supplied or approved of, plans and/or specifications for the subdivision.

11. TITLE TO PUBLIC IMPROVEMENTS. Title to, and ownership of, all public improvements constructed hereunder by Subdivider shall vest absolutely in City, upon completion and acceptance of such improvements by City.

12. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK. If, within a period of one year after final acceptance of the work performed under this agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Subdivider, or any of the work done under this agreement, fails to fulfill any of the requirements of this agreement or the specifications referred to herein, Subdivider shall without delay and without any cost to the City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Subdivider fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Subdivider can be notified, City may, as its option, make the necessary repairs or replacements or perform the necessary work and Subdivider shall pay to City the actual cost of such repairs plus twenty-five percent (25%).

13. SUBDIVIDER NOT AGENT OF CITY. Neither Subdivider nor any of Subdivider's agents or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this agreement.

14. COST OF ENGINEERING AND INSPECTION. The Subdivider shall be responsible for all costs of inspection by the City. Prior to commencement of construction, the Subdivider shall deposit with the City of Antioch the estimated cost for City inspection of the work based on an approved estimate or on the construction contract if awarded prior to filing of the final map with the City. In addition, the Subdivider shall pay any direct City costs of all outside inspection, including soils and materials testing, as required by the City

Engineer, promptly upon receipt of a City invoice for the work and prior to final acceptance of the improvements by City.

No work shall be performed without inspection by the City. Any work performed without an inspection will not be accepted by the City.

All work which requires inspection shall be performed during the City's normal working hours and work days. If any work is performed before 8:00 a.m. and after 5:00 p.m., or on a City holiday, or on a weekend, there must be a request in writing 24 hours in advance for an inspector during those hours, and there must be paid to the City double the inspector's hourly cost to the City. This payment will be charged against the engineering and inspection deposit. In the event that the deposit is insufficient to pay the costs specified herein, City shall invoice Subdivider for such additional amount, which Subdivider shall promptly pay.

If an inspector is not available to work during such hours, as requested, no work shall be performed during those hours.

15. NOTICE OF BREACH AND DEFAULT. If Subdivider refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of said work within such time, or if the Subdivider should be adjudged a bankrupt, or Subdivider should make a general assignment for the benefit of Subdivider's creditors, or if a receiver should be appointed in the event of Subdivider's insolvency, or if Subdivider, or any of Subdivider's contractors, subcontractors, agents or employees, should violate any of the provisions of this agreement, City Engineer or city Council may serve written notice upon Subdivider and Subdivider's surety of breach of this agreement, or of any portion thereof and default of Subdivider.

16. BREACH OF AGREEMENT: PERFORMANCE BY SURETY OR CITY. In the event of any such notice, Subdivider's surety shall have the duty to take over and complete the work and the improvement herein specified; provided, however, that if the surety, within five days after the serving upon it of such notice of breach, does not give City written notice of its intention to take over the performance of the contract, and does not commence performance thereof within five days after notice to city of such election, City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any excess cost

or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of work and necessary therefor.

17. NOTICES. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage paid.

Notices required to be given to City shall be addressed as follows:

CITY ENGINEER
CITY HALL
P.O. BOX 5007
ANTIOCH, CA 94531-5007

Notices required to be given to Subdivider shall be addressed as follows:

Notices required to be given surety of Subdivider shall be addressed as follows:

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Provided that any party or the surety may change such address by notice of writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

SUBDIVIDER:

_____ Date

_____ Date

_____ Date

CITY OF ANTIOCH, a Municipal Corporation

By: _____
MAYOR OF CITY OF ANTIOCH

Attach Notary Acknowledgement

The foregoing Subdivision Agreement was approved by the City Council of the City of Antioch at the regular meeting held _____, 200_.

ATTEST:

CITY OF ANTIOCH CITY CLERK