

Courtney Estates
SUBDIVISION IMPROVEMENT AGREEMENT

This Agreement ("Agreement") is made and entered into this _____th day of _____, 2021, by and between **ENTER ENTITY NAME HERE** hereinafter referred to as "SUBDIVIDER," and the City of Santa Rosa, a municipal corporation, hereinafter referred to as "CITY."

SUBDIVIDER AND CITY AGREE AS FOLLOWS:

1. Subdivision Ordinance; Map Act. This Agreement is entered into in accordance with the provisions of Title 19 of the Santa Rosa City Code, known as the Subdivision Ordinance, and California Government Code Sections 66410, et seq. known as the Subdivision Map Act. All of the terms and conditions of said ordinance and act, as amended, are by reference thereto made a part of this Agreement. SUBDIVIDER declares that SUBDIVIDER has knowledge of and is familiar with the requirements contained in said ordinance and act, and agrees to comply therewith.

2. Construction of Improvements; Title to Public Improvements. SUBDIVIDER agrees to construct all improvements, including, but not limited to, streets, sidewalks, curbs and gutters, storm drains, street lighting, sewer and water lines and other works (collectively, "Improvements") connected with **ENTER SUBDIVISION NAME HERE**, in the City of Santa Rosa, as said improvements are set forth in the plans and specifications dated, **ENTER DATE** and shown upon City Engineer Drawing **2021-0000**, copies of which are on file in the Office of the Santa Rosa City Engineer - Director of Planning and Economic Development-Engineering Development Services. All public improvements constructed or installed pursuant to this Agreement, expressly including water and sewer lines, but not limited thereto; shall be constructed in accordance with CITY Design and Construction Standard plans and specifications for public improvements located in the Office of the City Engineer in effect at the time of construction, and all public improvements shall become the sole exclusive property of CITY without payment therefore, upon final acceptance of said improvements by CITY.

3. Time of Completion. All of the Improvements shall be completed within Eighteen (18) months from the date of execution of this Agreement. In the event that SUBDIVIDER fails to complete the Improvements to the satisfaction of CITY within the said (18) month period, CITY may complete said work and shall be entitled to recover the full cost and expenses thereof from SUBDIVIDER or SUBDIVIDER's surety as hereinafter provided. CITY may require SUBDIVIDER or SUBDIVIDER's surety to pay CITY, in advance, sufficient monies to cover the estimated CITY cost or any portion of said cost of completing construction of the Improvements.

4. Manner of Completion. The Improvements shall not be deemed completed until accepted by the City Engineer - Director of Planning and Economic Development- Engineering Development Services of CITY and shall be free and clear of all liens and encumbrances of any kind or character whatsoever.
5. Inspections. All required improvements shall be constructed under the inspection of and subject to the approval of the City Engineer - Director of Planning and Economic Development-Engineering Development Services. The cost of inspection, as noted in Paragraph 10, shall be paid by SUBDIVIDER with the submittal of this Agreement prior to final map approval.
6. Payment of Connecting Fees. Sewer and water connection fees must be paid at the time required by City Code, but in no event no later than final inspection. Where a building already exists on a lot within said subdivision, sewer and water connection fees must be paid prior to the connection of said building to CITY sewer or water facilities.
7. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon the heirs, administrator, successors and assigns of each of the parties thereto.
8. Release and Indemnity. SUBDIVIDER does hereby release and discharge and shall hold and save harmless the CITY, its officers and employees from any and all liability, claims, or demands arising out of said subdivision including, but not limited to the design, construction, and SUBDIVIDER's required maintenance of any and all improvements including any claim of negligent review, approval or inspection by CITY.

Should CITY be joined or named as a party in any legal proceedings or other action to which the foregoing release and hold harmless agreement applies, SUBDIVIDER shall indemnify, hold harmless and defend or settle any and all claims, damages, judgments, or other liability legally imposed upon CITY arising out of any such proceedings and shall pay all costs and expenses, including attorneys' fees and reasonable defense costs incurred in connection therewith.

9. Insurance Requirements. SUBDIVIDER shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements," which is attached hereto and hereby incorporated and made part of this Agreement by this reference. Failure by SUBDIVIDER to (i) maintain or renew coverage, (ii) provide CITY notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by CITY as a material breach of this Agreement by SUBDIVIDER, whereas CITY shall be entitled to all rights and remedies at law or in equity. Notwithstanding the foregoing, any failure by SUBDIVIDER to maintain required insurance coverage shall not excuse or alleviate SUBDIVIDER from any of its other duties or obligations under this Agreement. In the event SUBDIVIDER retains or utilizes any subcontractors or sub-consultants in the provision of any services to CITY under this Agreement, SUBDIVIDER shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in the Insurance Requirements at Attachment One. SUBDIVIDER shall ensure that CITY, and its officers, agents and employees are named as additional insured under subcontractor insurance policies. For CGL coverage, subcontractor insurance shall be endorsed to provide coverage at least as broad as CG 20 38 04 13.

10. Improvements Costs. The cost of installing the Improvements subject to this Agreement and fees associated herewith have been computed as follows:

Streets	\$0.00
Storm Drain	\$0.00
Sewerage	\$0.00
Water System	\$0.00
Grading	\$0.00
Landscaping	\$0.00
5% Contingencies	\$0.00
TOTAL	\$0.00

ENGINEERING AND INSPECTION FEES (Cash)

__lots and ___Parcels at \$150.00	\$0.00
Improvement Plan Checking Fee	\$0.00
Initial Plan Check Submittal Meeting	\$0.00
Street Light Luminaries at \$125.00	\$0.00
Cash Payment for Deferred Improvements	\$0.00
Monumentation (Refundable)	\$0.00
Southeast/Southwest Area Plan Recovery Fee	\$0.00
Public Improvements Inspection Fee 7%	\$0.00
SUBTOTAL	\$0.00
Less Previous Payment	\$0.00
TOTAL AMOUNT OF FEES	\$0.00

11. Security. Prior to the time of the filing of the final map, SUBDIVIDER shall file with CITY cash, certificates of deposit or corporate surety bonds, in the amounts specified below. Any certificate of deposit must be in a form acceptable to the City and must be irrevocable until completion and final acceptance of Improvements by City.

All bonds shall be substantially in the form prescribed by Chapter 5 of the Subdivision Map Act as such chapter is in effect at the time of execution of this Agreement and shall be executed by a surety company authorized to transact business in the State of California having a paid up capital of at least \$250,000.00 and having a Best Rating of at least B+ for general policy holder ratings and a financial rating of Class VIII as rated by Best's Key Rating Guide Property Liability.

In addition to any requirements of the Subdivision Map Act, cash security, certificates of deposit and performance bonds shall guarantee the performance of this Agreement including, but not limited to, full and complete construction and acceptance by CITY of the improvements referred to in Paragraph 2 herein, together with any changes or alterations in the work required or approved by CITY, provided that such changes or alterations shall not exceed 10% of the original performance security amount. Labor and material supplier (payment) security shall guarantee the payment of materials furnished or labor thereon of any kind or for amounts due under the Unemployment Insurance Act with respect to such work or labor. Maintenance security shall guarantee the maintenance of improvements for a period of one (1) year following completion and final acceptance thereof against any defective construction, materials, or operation of improvements referred to by this Agreement.

Bonds, cash or Certificates of Deposit shall be in the following amounts:

Performance security:	\$0.00
Labor and material supplier (payment) security:	\$0.00
Maintenance security:	\$0.00

12. Signatures Required for Corporations. If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year set forth above.

Approved as to sufficiency of security:

Consented to by me this _____ day

By: _____
City Engineer

of _____, 2021.

Print name: _____

By: _____
Owner (signature)

Date: _____

Approved as to form:

By: _____
Owner (signature)
(Signatures Require Acknowledgment)

Office of the City Attorney

Executed this _____ day
of _____, 2021.

Attachment:
Attachment One - Insurance Requirements

By: _____
(signature)

Print name: _____

Title: _____
(Signatures Require Acknowledgment)

Subdivider:

Name: _____
(please print)

Title: _____
(please print)

(Signatures Require Acknowledgment)