

**CITY OF IRVINE
SUBDIVISION IMPROVEMENT AGREEMENT
SUBMITTAL INSTRUCTIONS**

Three copies of the Subdivision Improvement Agreement shall be completed as follows:

Page No.	Line No.	
1	1	Tract/Parcel Number
	2	Name of Subdivider
	3	Improvement Plan Number
	5-13	Bond Information Including Estimated Dollar Amount and type of Each Subdivision Improvement including Bond Number
9	2	Leave Blank
	4-9	Name and title of subdivider.

Subdivider's Signatures shall be wet ink and notarized on all copies of agreements.

INSTRUCTIONS FOR SIGNING SECURITIES AND AGREEMENTS

CORPORATION

Give name of corporation.

Signatures: President or Vice President and Secretary or Assistant Secretary.

Affix corporate seal and notary's acknowledgment.

Others may sign for the corporation if the City has been furnished a certified copy of a resolution of the corporate board of directors authorizing them to do so.

PARTNERSHIPS

Signatures: Any general partner.

Affix notary's acknowledgment.

JOINT VENTURES

Give the names of the joint venturers.

signatures: All joint venturers. One may sign if City has a copy of authorization.

Affix notary's acknowledgment.

INDIVIDUALS

Signature: The Individual.

Affix notary's acknowledgment.

Another may sign for the individual if the City has been furnished a certified power-of-attorney authorizing the other person to sign.

FICTITIOUS NAMES

Show fictitious names.

Satisfy all pertinent requirements shown above.

BONDS

In addition to all pertinent requirements above, give signature of Attorney-in-fact and apply Surety's seal.

**CITY OF IRVINE
SUBDIVISION IMPROVEMENT AGREEMENT**

TRACT/ PARCEL NUMBER _____

NAME OF SUBDIVIDER _____

IMPROVEMENT PLAN NO. _____

ESTIMATED TOTAL COST OF IMPROVEMENTS:

STREETS (PUBLIC) _____

_____ Dollars (\$ _____)

BOND NO. _____

LANDSCAPING _____

_____ Dollars (\$ _____)

BOND NO. _____

_____ Dollars (\$ _____)

BOND NO. _____

(hereinafter collectively referred to as the "Improvements")

This agreement is made and entered into by and between the City of Irvine, California, a Municipal Corporation of the State of California, hereinafter referred to as "City" and the subdivider named hereon, hereinafter referred to as "Subdivider."

WITNESSETH:

WHEREAS, subdivider has presented to City for approval a final subdivision map of proposed subdivision as stated hereon; and

WHEREAS, Subdivider desires City to Approve said final map; and

WHEREAS, Subdivider is required by conditions of approval of the tentative map to construct the Improvements.

NOW, THEREFORE, IT IS AGREED by and between the Parties hereto as follows:

In consideration of the approval of said map by City, Subdivider and City agree as follows:

1. Subdivider shall:

- (a) Comply with all requirements and conditions of said tentative map.
- (b) Construct and install at its own expense, in accordance with the approved plans on file with the City Engineer and the City of Irvine Standards and Design Manual, all of the improvements required by said conditions of approval.
- (c) Commence the construction and installation of the Improvements within 180 days from the approval of said map by City and shall complete said work within 365 days from the date of said start of construction.
- (d) Notify the Chief Building Official in writing at least two (2) working days prior to the commencement of the work hereunder so that the Chief

Building official shall be able to provide services of inspection.

(e) Furnish to City good and sufficient bonds in substantially the form authorized by the City Subdivision ordinance and Government Code Sections 66499.1 and 66499.2 and as attached hereto as Exhibit "A" in the amount of one hundred (100) percent of the estimated cost of the Improvements as set forth above, to assure faithful performance of this agreement in regards to the improvements, and in the additional amount of one hundred (100) percent of the estimated cost of the Improvements for securing payment to contractor, subcontractors and persons renting equipment or furnishing labor or materials to Subdivider for the Improvement in compliance with Chapter 10 of the City of Irvine Subdivision Ordinance and Title 7, Division 2, Chapter 5 of the Government Code of the State of California. Subdivider shall furnish an additional amount of twenty-five (25) percent of the estimated cost of the Improvements to guarantee or warranty the work done pursuant to this agreement against any defective work or labor done or defective materials furnished for a period of one (1) year following acceptance thereof by City. This guarantee shall be in the form of a warranty bond or twenty-five (25) percent of the Faithful Performance Bond may be held for a period of one (1) year in lieu of said warranty bond. In lieu of said bonds, Subdivider may provide other security authorized by the City of Irvine Subdivision Ordinance in the amounts set forth above, if approved by the Director of Public Works.

2. Subdivider may, upon receiving the written approval of City; open the Improvements for public use prior to their acceptance by City. In this event, Subdivider agrees to:

(a) Provide periodic maintenance required for the operation and upkeep of the Improvements in accordance with City Standards.

(b) Comply with provisions of Chapter 4 Division F of Title VI of the Codified Ordinances of the City of Irvine, pertaining to the maintenance and operation of public highways and bridges.

(c) Maintain the Improvements in a decent, safe, and sanitary condition.

(d) Undertake repairs or maintenance of the Improvements as may be required by the City Building and Safety Division or other City agency.

(e) Close such improvements to public use upon receipt of a written order to do so by the City's Chief Building Official if he or she determines that such improvements may be detrimental to the public health, safety and welfare, or for any reason violate any of the conditions of public use as contained in subsections (a)-(d) referenced above.

3. The Chief Building Official or his or her duly authorized representative, upon request of Subdivider, shall inspect, at Subdivider's expense, the Improvements, and if determined to be in accordance with applicable City standards and the terms of this agreement, shall recommend the acceptance of the

Improvements by City. Subdivider shall at all times maintain proper 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.

4. If any of the work contemplated by this agreement is to be constructed or installed on land not owned by subdivider, no construction or installation shall be commenced prior to obtaining appropriate rights-of-way, easements or right of entry.

5. Subdivider agrees to indemnify City, its officers, employees and agents against and will hold and save them and each of them harmless from, any and all actions, claims, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of, or in connection with the construction of the Improvements and the operation or maintenance of the Improvements prior to the acceptance of the Improvements in writing by City, and in connection therewith:

(a) Subdivider will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expense, including attorney's fees incurred in connection therewith;

(b) Subdivider will promptly pay any judgement rendered against City, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities arising out of, or in connection with such work, operations

or activities of Subdivider hereunder, and Subdivider agrees to save and hold City, its officers, agents, and employees harmless therefrom;

(c) In the event City, its officers, agents or employees is made a party to any action, proceeding filed or prosecuted against Subdivider for such damages or other claims arising out of, or in connection with the work, operation or activities of Subdivider hereunder, Subdivider agrees to pay to City, its officers, agents or employees, any and all costs and expenses incurred by City, its officers, agents or employees in such action or proceeding including but not limited to reasonable attorney's fees.

6. Subdivider guarantees and warrants the Improvements for a period of one (1) year following the completion and the acceptance of the final phase of the Improvements by City, against any defective work or labor done or defective materials furnished in the performance of this agreement or in the construction or maintenance of the Improvements. Subdivider shall, without delay and without any cost to City, repair, 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, Subdivider hereby authorizes City, at City's option, to perform the work at Subdivider's expense, twenty (20) days after receipt of written notice by Subdivider from city. Should timely repairs or replacements be required before Subdivider can be notified, City may, at its option, make the necessary repairs or replacements and Subdivider shall pay to City the cost of such

repairs.

7. 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.

8. The Securities required by this agreement shall be released as follows:

(a) Security given for faithful performance of any act or agreement shall be released upon the final completion and acceptance of the act or work, subject to the provisions of Subsection (b) hereof.

(b) The Director of Public Works or his or her duly authorized representative, may release a portion of the security in conjunction with the acceptance of the performance of the act or work as it progresses upon application therefore by Subdivider; provided, however, that no such release shall be for an amount less than thirty (30) percent of the total improvement security given for faithful performance of the act or work and that the security shall not be reduced to an amount less than ten (10) percent of the total improvement security given for faithful performance until final completion and acceptance of the act or work. In no event shall the Director of Public Works or the City Engineer authorize a release of the improvement security which would reduce such security to an amount below that required to guarantee the completion of the act or work and any other obligation imposed by the Code, the Subdivision Map Act or this Agreement.

(c) Security given to secure payment to the contractor, subcontractors

and to persons furnishing labor, materials or equipment shall, four (4) months after the completion and acceptance of the act or work, be reduced to an amount equal to the amount of all claims therefore filed and of which notice has been given to the legislative body plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured thereby. The balance of the security shall be released upon the settlement of all such claims and obligations for which the security was given.

(d) No security given for the guarantee or warranty of work shall be released until the expiration of the period thereof and until any claims filed during said period have been settled.

9. 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.

10. In the event Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by City in securing performance of such obligations, including costs of suit and reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties have hereto executed this

Agreement this _____ day of _____, 20____.

SUBDIVIDER

By:
Title

By:
Title

CITY OF IRVINE
A Municipal Corporation

Mark L. Carroll, P.E.
City Engineer
Pursuant to City Council Ordinance 07-12

ATTEST:

CITY CLERK, CITY OF IRVINE

APPROVED AS TO FORM:

CITY ATTORNEY, CITY OF IRVINE

FAITHFUL PERFORMANCE BOND

Whereas, The City Council of the City of Irvine, State of California, and _____ (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 20____, and identified as project _____, is hereby referred to and made a part hereof; and

Whereas, Said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, therefore, we, the principal and _____, as surety, are held and firmly bound unto the City of Irvine as hereinafter called ("City"), in the penal sum of _____ dollars (\$ _____) lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by city in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anyway affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on _____, 20____.

Principal:

By: _____

By: _____

Surety:

By: _____

Attorney-in-fact

By: _____

LABOR AND MATERIALS BOND

Whereas, The City Council of the City Irvine, State of California, and _____ (hereinafter designated as "the principal") have entered into an agreement whereby the principal agrees to install and complete certain designated public improvements, which agreement, dated _____, 20____, and identified as project _____, is hereby referred to and made a part hereof; and

Whereas, Under the terms of the agreement, the principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Irvine to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

Now, therefore, the principal and the undersigned as corporate surety, are held firmly bound unto the City of Irvine and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of _____ dollars (\$ _____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, 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 city in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 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 stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on _____, 20____.

Principal:

By: _____

By: _____

Surety:

By: _____

Attorney-in-fact

By: _____