

**AGREEMENT**  
**FOR GRADING PROJECTS**

This Agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and \_\_\_\_\_, hereinafter called Landowner.

WITNESSETH

FIRST: Landowner, for and in consideration of the approval of a grading plan and the issuance of a grading permit on that certain land division known as \_\_\_\_\_ /

agrees, at Landowner's own cost and expense, to furnish all labor, equipment, and material necessary to perform and complete, and within 12 months from the date this agreement is executed, to perform and complete in a good and workmanlike manner, said grading in accordance with the grading plans for the development of said land division which have been approved by the Building Director, and are on file in the Office of the Riverside County Building and Safety Department, and to do all work incidental thereto in accordance with the standards set forth in Riverside County Ordinance No. 457, as amended, which are expressly made a part of this agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the Building Director and shall not be deemed complete until approval of the grading project is made by the Building Director. The estimated cost of said work is the sum of \_\_\_\_\_ Dollars (\$ ),

which covers  rough grading only,  precise (fine) grading only,  both rough and precise (fine) grading.

SECOND: Landowner agrees to pay to the County the actual cost of such inspections of the work as may be required by the Building Director. Landowner further agrees that if suit is brought upon this agreement or any security guaranteeing the completion of the work, all costs and reasonable expenses and fees incurred by the County in successfully enforcing such obligations shall be paid by Landowner, including reasonable attorney's fees, and that upon entry of judgment, such costs, expenses, and fees shall be taxed as costs and included in any judgment rendered.

THIRD: County shall not, nor shall any officer or employee of County, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this agreement prior to the completion and approval hereof, nor shall County or any officer or employee thereof be liable for any persons or property injured by reason of the acts or omissions of Landowner, his agents or employees in the performance of the work, and all of said liabilities are assumed by Landowner. Landowner agrees to protect, defend and hold harmless County and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Landowner, his agents and employees, in the performance of this agreement, or arising out of the use of any patent or patented article in the performance of this agreement.

FOURTH: The Landowner hereby grants to the County, and to any agent or employee of the County, the irrevocable permission to enter upon the lands of the above referenced land division for the purpose of inspecting or completing the grading project. This permission shall terminate in the event that Landowner has completed the work within the time specified or any extension thereof granted by the Building Director.

FIFTH: Landowner agrees at all times, up to the completion and approval of the work by the Building Director, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the grading project, and to protect the traveling public from such defective or dangerous conditions.

SIXTH: The Landowner, or his agents and employees shall give notice to the Building Director at least 48 hours before beginning any work and shall furnish said Building Director all reasonable facilities for obtaining full information respecting the progress and manner of work.

SEVENTH: If the Landowner, or his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the Building Director, or if the Landowner violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this agreement. The Building Director shall have the power to terminate all rights of the Landowner because of such default. The determination of the Building Director of the question as to whether any of the terms of this agreement or the plans and specifications have been violated or have not been performed satisfactorily shall be conclusive upon the Landowner, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all rights and remedies available to the County under law.

EIGHTH: The Landowner agrees to file with County prior to the date this agreement is executed a good and sufficient security as provided in subsections (1), (2) and (3) of subdivision (a) of Section 66499 of the Government Code in any amount not less than the estimated cost of the work for the faithful performance of the terms and conditions of this agreement, except that when the estimated cost of said work is \$2,500 or less, the security shall be a deposit of cash or its equivalent as determined acceptable by the Building Director. Landowner further agrees that if in the opinion of the Building Director the security becomes insufficient, Landowner agrees to renew each and every security with good and sufficient sureties or increase the amount of the security, within ten days after being notified by the Building Director that the sureties or amounts are insufficient.

Notwithstanding any other provision herein, if landowner fails to take such action as is necessary to comply with said notice, he shall be in default of this agreement unless all required works completed within 90 days of the date on which the Building Director notifies the Landowner of the insufficiency of the sureties or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds or the issuers of any instruments or letters of credit securing this agreement that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted from time to time by the Building Director either at his own option or upon request of the Landowner, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on said bonds. Landowner further agrees to maintain the aforesaid bond or bonds or the issuance of any instruments or letters of credit in full force and effect during the terms of this agreement, including any extensions of time as may be granted thereon.

TENTH: When the work described in the first paragraph of this agreement consists of only rough or precise grading, upon the satisfactory completion and final approval of said work by the Building Director, the entire amount of the security applicable thereto shall be released or returned by County to the Landowner.

ELEVENTH: This agreement shall be binding upon the Landowner and his heirs, executors, administrators, successors or assigns, all and each both jointly and severally.

TWELFTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is determined by the courts to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term or provision held to be invalid.

THIRTEENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

<u>County</u>	<u>Landowner</u>
County of Riverside	_____
Department of Building and Safety	_____
County Administrative Center-12th Floor	_____
P.O. Box 1440	_____
Riverside, CA 92502-1440	_____
	Phone Number: _____
	Fax Number: _____

IN WITNESS WHEREOF LANDOWNER HAS AFFIXED HIS NAME, ADDRESS AND SEAL.

Dated: \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

County of Riverside

By \_\_\_\_\_

For the Building Director

Date \_\_\_\_\_

Approved as to Form:  
Pamela J. Walls, County Counsel

By: \_\_\_\_\_

(SIGNATURES OF LANDOWNER(S) MUST BE ACKNOWLEDGED BY A NOTARY AND EXECUTED IN DUPLICATE, WITH THE NOTARY ACKNOWLEDGMENT ATTACHED HERETO. ALL SIGNATURES TO BE INCLUDED ON THIS DOCUMENT OR IDENTIFY THIS DOCUMENT WHEN INCLUDING A SIGNATURE PAGE.)