



*City of Rancho Cucamonga*

**BUILDING AND SAFETY SERVICES DEPARTMENT**

10500 Civic Center Drive • Rancho Cucamonga, CA 91730

Tel: (909) 477-2710 • Fax: (909) 477-2711 • [www.CityofRC.us](http://www.CityofRC.us)

## **CITY OF RANCHO CUCAMONGA GRADING AGREEMENT TO INSTALL IMPROVEMENTS**

WHEREAS, the Building and Safety Department of the City of Rancho Cucamonga has approved \_\_\_\_\_ located at \_\_\_\_\_ subject to certain conditions; and

WHEREAS, the owner of said property wishes to defer performance of certain of the conditions; and

WHEREAS, the City of Rancho Cucamonga wishes to guarantee the ultimate performance of said conditions should the owner fail or neglect to perform the required conditions to wit:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, said applicant for \_\_\_\_\_ to wit: \_\_\_\_\_, a \_\_\_\_\_

does hereby covenant and agree with the City of Rancho Cucamonga that pursuant to the conditions established by Building and Safety Department that I/We will perform and install the on-site improvements as set forth above to the satisfaction of the Department Director.

1. TIME

Said applicant shall complete the work by installing said improvements within \_\_\_\_\_ from the date of this agreement.



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2. DEFAULT OF APPLICANT

In the event that the applicant fails to diligently prosecute the work prescribed by this Agreement in a workman like manner, or fails to prosecute said work in accordance with the City Standards and directions, or fails to furnish therefore the necessary quantity or the required quality of material, labor, tools or equipment, the Department Director may so certify to the City Council. And, if said applicant fails to correct the faulty conditions within a period of five (5) days following the receipt of a written demand from the City to do so, or if, having complied with such demand within said five (5) day period he thereafter fails to continue to do so, the City may then exclude him or his contractors or agents from the site and take possession thereof, together with all materials and equipment thereon, and may complete the work contemplated by said applicant and his contractors and agents either by furnishing the necessary materials, labor and equipment, or by awarding a contract for the purpose of finishing said work or both of such methods. In either event, the procuring of the completion of such work shall be a charge against the applicant and the cost thereof shall be deducted from the security furnished to said City forthwith.

In lieu of the foregoing, and in the event the security furnished is in the form of a Grading Faithful Performance Bond, the City may demand of and require of the applicant's surety that said work be completed in accordance with this Agreement. Should any default, act or admission of the City, act of public enemy, or act of God, epidemic, quarantine, restriction, strike, freight embargo, fire, flood, or unusually severe weather, cause any delay in completion of the work, the applicant's time to complete this project shall be extended for a corresponding number of days. Otherwise, all extensions of time must be procured by the applicant from the Building and Safety Services Directory.

3. SAFETY PRECAUTIONS

The applicant shall take due precautions and shall exercise the same at all



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times to safeguard the general public, both adults and children or any other person who may be by right in or about said construction premises. It shall be the duty and responsibility of the applicant and his contractors or agents to establish and maintain reasonable and safe precautions and safeguards protecting life and property in the construction area.

4. PERMITS AND LICENSES

The applicant shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and identical to the due and lawful prosecution of the work.

5. PUBLIC CONVENIENCE AND SAFETY

The applicant shall so conduct his operation as to cause the least possible obstruction and inconvenience to the public use of any public property involved in this Agreement.

6. RESPONSIBILITY FOR THE WORK AND DAMAGES

The City of Rancho Cucamonga, the City Council, or any officer thereof, shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any material or equipment used in performing the work; or for injury or damage to any person or persons, either workman or the public; or damage to adjoining property from any cause whatsoever during the progress of the work, or at any time before final acceptance.

Except as provided above, until the formal acceptance of the work by the City, the applicant shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any



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other cause, whether arising from the execution or from the non-execution of the work. The applicant shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by acts of the City Government.

7. SPECIFICATIONS

The work shall be performed by the applicant or its contractors or its subcontractors or agents in accordance with the terms and provisions of this Agreement, the Municipal Code and the rules and laws of the City of Rancho Cucamonga.

8. CHANGES IN WORK

The work shall be performed in accordance with the terms and provisions of this Agreement, and no changes shall be made therein unless of a minor nature and where so approved by the Building Official. Otherwise all changes shall be approved by the City Council.

9. APPLICANT NOT A CITY CONTRACTOR

Nothing herein contained shall be construed to mean that the applicant is a City contractor, or any contractor or subcontractor or agent of the applicant is a City contractor or agent of the City.

10. INDEMNIFICATION

Applicant, on behalf of its self, its agents, employees and contractors, hereby agrees to, and shall, hold the City, its elective and appointive boards, officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for damage for personal injury, may arise from its operations under this Agreement,



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whether such operation be by applicant, its agents and employees or contractors or any subcontractor. Applicant agrees to and shall defend the City and its elective and appointive officers, boards, agents, and employees from any suits, claims or actions for damages caused or alleged to have been caused by reason of any of the aforesaid operation.

11. CONTRACT SECURITY

As security for the faithful performance of this agreement, applicant shall concurrently herewith furnish the City with Security in the amount hereinafter set forth, which is the estimated cost of said improvements and other work required to be performed by the applicant pursuant to this Agreement. If applicant shall be relieved of the obligation to perform the work described in paragraph 1 above, by action of the City of Rancho Cucamonga or otherwise, such security shall be forthwith returned to applicant. That said security shall be in the form of a cash bond which the applicant shall deposit with the City Treasurer, subject to the approval of the Building and Safety Official, or a bond in the form of negotiable paper made payable to the City, or in the form of savings and loan certificates or shares assigned to the City, or a bond for faithful performance assuring completion by the subdivider of the work. Any assignments to savings and loan certificates or shares shall be deposited with the City Treasurer and shall be unconditionally assigned to the City, with the exception that the same are made subject to all the terms and provisions of this Agreement, and, in addition, are subject to the following conditions:

- A. In the event of the default of the applicant and the completion of all or any part of the work by the City in accordance with paragraph 3 of this Agreement, the Building Official, upon the completion and acceptance of said work, shall prepare and cause to be mailed or delivered to the applicant and the City Treasurer a report in writing of the total cost of the



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completion of said work by the City.

B. The City Treasurer shall then deduct or negotiate, as the case may be, from said funds or securities on deposit with the City the total amount of the City's cost of said work and transfer the same to the appropriate fund of the City.

C. The balance, if any, remaining shall be refunded to the applicant. The amount necessary to secure the performance of this Agreement is \_\_\_\_\_  
\_\_\_\_\_

12. TIME EXTENSION

Time is the essence of this Agreement. Upon reasonable cause being shown, extensions of time may be granted by the Building Official, not exceeding one year. Further extension of time upon reasonable cause being shown may be granted by the City Council.

13. APPLICANT'S CONTACT AND ADDRESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

14. SURETY'S CONTACT AND ADDRESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_



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IN WITNESS HEREOF, the parties hereto have caused these presents to be duly executed and acknowledged with all formalities required by law on the dates set forth opposite their signatures.

CITY OF RANCHO CUCAMONGA,  
A Municipal Corporation

Date \_\_\_\_\_ by \_\_\_\_\_  
Building Official

Date \_\_\_\_\_ by \_\_\_\_\_  
Applicant Signature

Date \_\_\_\_\_ by \_\_\_\_\_  
Printed

**APPLICANT'S SIGNATURE MUST BE NOTARIZED  
AND COMPLETED IN TRIPLICATE**



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**CITY OF RANCHO CUCAMONGA  
GRADING FAITHFUL PERFORMANCE BOND**

WHEREAS, the Building and Safety Division of the City of Rancho Cucamonga, State of California, and \_\_\_\_\_ (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated improvements, which said agreement, dated \_\_\_\_\_, and identified as project \_\_\_\_\_; 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 Rancho Cucamonga (hereinafter called "City"), in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States, for the payment of which sum well 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 therefore, 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)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Attorney in Fact)



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**PLEASE ATTACH POWER OF ATTORNEY TO ALL BONDS  
SIGNATURES MUST BE NOTARIZED  
MUST BE COMPLETED IN TRIPLICATE**