

**AGREEMENT
FOR
IMPROVEMENT WARRANTY**
(After Construction is Complete)
(Government Code § 66462 and § 66463)

(S1) **Development:** RA06-01227 (x-ref SD16-9299)

(S1) **Effective Date:** _____

(S1) **Developer:** Shapell Industries Inc., a Delaware Corp.

(S3) **Warranty Period:** 1 year

Deposits:

A. (cash) \$ 16,300.00

B. (bonds, etc.)

1. (faithful performance & maintenance) \$ 244,500.00

2. (payment) \$ 0.00

1. PARTIES & DATE. Effective on the above date, the County of Contra Costa, California, hereinafter called "County," and the above-named Developer, mutually promise and agree as follows concerning this development:

2. IMPROVEMENT WARRANTY. Developer warrants that the road and street improvements, tract drainage, street signs, and all other public improvements were constructed, installed and completed in this development in a manner equal or superior to the requirements of the county Ordinance Code, Title 9.

3. GUARANTEE & MAINTENANCE. Developer guarantees that the aforesaid development improvements are and will be free from defects and will perform satisfactorily in accordance with County Ordinance Code; and he shall maintain the improvements for one-year after the date of this agreement against any defective workmanship or materials or any unsatisfactory performance.

4. IMPROVEMENT SECURITY: DEPOSIT & BONDS. Upon executing this agreement, Developer shall deposit as security with the County:

A. Cash: \$1,000 cash or 1% of the estimated cost of the improvements, whichever is more; together with

B. Bond, etc.: (1 Faithful performance) additional security totaling 15% of the cost of the estimated improvements less the cash deposit in the form of a cash deposit, acceptable instrument of credit, or an acceptable corporate surety bond, guaranteeing his faithful performance of this agreement and maintenance of the work for one-year after the date of this agreement against any defective workmanship or materials or any unsatisfactory performance; plus (2 payment for labor and materials) another such additional security in at least the above –specified amount, which is 50% of the estimated cost of the aforementioned improvements, securing payment to the contractor, to his subcontractors, and to persons renting equipment or furnishing labor or materials to them or to the Developer. Said payment bond to become null and void six months after the completion of improvements.

5. NO WAIVER BY COUNTY. Inspection of the improvements and/or materials, or approval of improvements and/or materials inspected, or statement by any officer, agent or employee of the County indicating that the improvements or any part thereof comply with the requirements of this agreement, or acceptance of the whole or any part of said improvements and/or materials, or payments therefor, or any combination or all of these acts, shall not relieve the Developer of his obligation to fulfill this agreement as prescribed; nor shall the County be thereby be stopped from bringing any action for damages arising from the failure to comply with any of the terms and conditions hereof.

6. INDEMNITY. Developer shall hold harmless and indemnify the indemnities from the liabilities as defined in this section:

A. The indemnities benefited and protected by this promise are the County, and its special districts, elective and appointive boards, commissions, officers, agents, and employees;

B. The liabilities protected against are any liability or claim for damage of any kind allegedly suffered, incurred or threatened because of actions defined below, and including personal injury, death, property damage, inverse condemnation, or any combination of these, and regardless of whether or not such liability, claim or damage was unforeseeable at any time before the County accepted the improvements as completed, and including the defense of any suit(s), actions(s), or other proceedings(s) concerning these;

C. The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this agreement and attributable to the Developer, contractor, subcontractor, or any officer, agent, or employee of one or more of them;

D. Non-conditions: The promise and agreement in this section are not conditioned or dependent on whether or not any Indemnity has prepared, supplied, or approved any plan(s) or specifications(s) in connection with the improvements or development, or has insurance or other indemnification covering any of these matters.

7. COSTS. Developer shall pay or have paid when due all the costs of the work, including inspection thereof and relocating existing utilities required thereby.

8. NONPERFORMANCE AND COSTS. If Developer fails to maintain the work and improvements during the time specified in this agreement, County pay proceed to maintain them by contract or otherwise, and Developer shall pay the costs and charges therefore immediately upon demand. If County sues to compel performance of this agreement or recover engineering costs and the cost of maintaining the improvements, Developer shall pay all reasonable attorneys' fees, costs of suit, and all other expenses of litigation incurred by County in connection therewith.

9. ASSIGNMENT. If before the completion of the maintenance period the development is annexed to a city, the County may assign to that city the County's rights under this agreement and any deposit or bond securing them.

10. LABOR & MATERIALS WARRANTY. Developer further warrants that the claims and liens of all persons, contractors, and subcontractors furnishing labor or materials for the installation of said improvements in the development have been satisfied. The Developer agree to satisfy any valid claims or liens of labor and materialmen as to the said improvements and development appearing hereafter upon demand by the County.

CONTRA COSTA COUNTY:

DEVELOPER:

Brian M. Balbas, Public Works Director

By: _____

RECOMMENDED FOR APPROVAL:

By: _____

FORM APPROVED: Victor J. Westman, County Counsel

(signature) 
(print name & title) John Saager
Vice President / Asst Secretary

(signature) 
(print name & title) Ben Heller, Vice President

Note to Developer: Attach acknowledgment form below and affix corporate seal.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Alameda)

On August 23, 2019 before me, Rosana Haydee Martinez Sedano, Notary Public
(insert name and title of the officer)

personally appeared Steve Savage and Ben Helber,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are
subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/they executed the same in
~~his~~/~~her~~/their authorized capacity(ies), and that by ~~his~~/~~her~~/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Rosana Martinez Sedano* (Seal)

