

COUNTY OF SACRAMENTO
COUNTY ENGINEERING, SITE IMPROVEMENT AND PERMITS SECTION

GRADING AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, ____ by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter COUNTY, and _____, a _____, hereinafter PRINCIPAL.

1. **Recitals.** This Agreement is made with reference to the following background recitals:

A. PRINCIPAL has applied to COUNTY for a grading permit (Grading Permit No. _____) for the excavation, grading, or fill of the real property located at ("Property") _____
_____ pursuant to the Sacramento County Code.

B. Chapter 16.44 of the Sacramento County Code requires PRINCIPAL to furnish a surety bond and pay all fees associated with COUNTY's plan checking and review, materials testing, site inspections, processing, permit issuance and other services in connection with said permit.

2. **Compliance with County Requirements.** PRINCIPAL agrees to perform the work described in the permit within the time limit specified in the permit and any extension(s) thereof and in accordance with grading plans approved by COUNTY and applicable County Improvement Standards. If the work described in the permit is delayed without the fault of PRINCIPAL, COUNTY may extend, for such period of time that COUNTY deems reasonable, the time for completing the work. Such work shall be completed to a safe condition satisfactory to the COUNTY Engineer or his designee. In the event that the work is not completed within the time limit specified in the permit, or facilities on the Property are occupied before the work described in the permit is completed, or the work is suspended, or the Property is left in a condition that is detrimental to public health and safety, COUNTY may take action to complete the work or to collect unpaid fees and costs by calling in the security bond described in section 4.

3. **Payment of Fees.**

A. PRINCIPAL agrees to promptly pay, when due, all costs for plan checking and review, materials testing, site inspections, processing, permit issuance, and other services performed by COUNTY pursuant to section 16.44.130 of the Sacramento County Code.

B. If any deposit or payment requested by COUNTY is not timely made, COUNTY shall notify PRINCIPAL and PRINCIPAL will have 10 days to cure the default. If deposit or payment has not been made within the 10-day period or if the deposited funds become depleted, COUNTY will suspend all work on the processing of the permit application pending receipt of the deposit or payment. If the deposit or payment remains unpaid, then COUNTY may terminate this Agreement by giving written notice of termination to PRINCIPAL and ceasing work on the processing of PRINCIPAL's permit application. Any deposits remaining upon termination of this Agreement shall be refunded without interest to PRINCIPAL.

- C. Interest shall accrue at the highest rate permitted by law on all payments from the date such payment is due.
- D. COUNTY agrees to keep and maintain accurate bookkeeping records relating to PRINCIPAL's permit application, including all deposits paid to COUNTY and all COUNTY costs paid or reimbursed by PRINCIPAL. PRINCIPAL may review, inspect, copy, and audit these records, including all source documents, upon request.

4. **Security Required.**

- A. PRINCIPAL shall furnish to COUNTY a security bond, issued by a corporate surety authorized to do business in the State of California and in the form approved by COUNTY, in an amount equal to 100% of the total estimated cost of the work described in the permit to secure PRINCIPAL's faithful performance of the work. The amount of the security bond shall be the sum of \$ _____.
 - B. In lieu of such bond, PRINCIPAL may furnish another security, in a form satisfactory to the COUNTY's Deputy County Executive for Public Works and Infrastructure ("COUNTY Executive") or his designee, pledging that funds necessary to perform the work are available and guaranteed for payment on demand. Such security must be one of the types of security described in section 16.44.110 of the Sacramento County Code.
 - C. Where PRINCIPAL furnishes to COUNTY the security described in section 4(B) above, PRINCIPAL may request the COUNTY Executive or his designee to inspect the work as it progresses. If COUNTY finds the work to be in accordance with COUNTY requirements and standards, COUNTY may accept the work as it progresses, and a partial refund of any cash deposit, if applicable, shall be provided to PRINCIPAL in a sum in the same ratio to the total deposit as the work accepted bears to the total work to be performed under the permit. No refunds in excess of 90% of the total amount of the deposit shall be made until the work has been completed and accepted by COUNTY. The COUNTY Executive's or his designee's determination as to the amount of work done and the amount of refund to be paid, if any, shall be final and conclusive.
 - D. Where PRINCIPAL furnishes the security bond described in section 4(A) above, such bond may be released as the work progresses and is accepted in the same manner and under the same conditions as the cash deposit may be refunded.
 - E. Procurement and delivery of the security described above shall be a condition precedent to COUNTY's acceptance of the work on the Property as described in the permit.
 - F. In the event that it becomes necessary for COUNTY to enforce the obligations secured by the security furnished by PRINCIPAL, COUNTY shall be entitled to recover its costs and reasonable expenses and fees, including reasonable attorneys' fees, as provided in Government Code section 66499.4.
5. **No County Commitments.** COUNTY reserves complete discretion and authority regarding the (a) outcome of the work contemplated by the permit, (b) contents, scope, analysis, and conclusions contained in the permit or any permit-related documents, and (c) COUNTY determinations and decisions on the permit application and future development of the Property. Nothing in this

Agreement shall in any way commit or obligate COUNTY to provide water, sewer, or storm drainage services to any development project on the Property.

6. **Indemnity.** PRINCIPAL shall indemnify and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, regardless of whether caused in part by a party indemnified hereunder.

7. **General Provisions.**

A. The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning its subject matter. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the subject matter, except those other documents (if any) that are referenced in this Agreement.

B. The waiver at any time by any party of its rights with respect to a default or other matter arising in connection with this Agreement will not be deemed a waiver with respect to any subsequent default or matter.

C. The remedies provided in this Agreement are cumulative and not exclusive, and are in addition to any other remedies that may be provided by law or equity. The exercise by either party of any remedy under this Agreement will be without prejudice to the enforcement of any other remedy.

D. PRINCIPAL's obligations under this Agreement are personal obligations of PRINCIPAL and they do not automatically "run with" the Property. PRINCIPAL cannot assign its obligations under this Agreement to any transferee of all or any part of the Property or any other third party without the express written consent of COUNTY, which consent shall not be unreasonably withheld.

COUNTY OF SACRAMENTO, a political subdivision
of the State of California.

By: _____
Robert A. Davison
County Engineer

PRINCIPAL

By: _____
Name: _____
Title: _____