

IMPROVEMENT BOND INSTRUCTIONS

1. Enter the developer's name on the agreement and the bonds. Please note that the names must be the same on both documents.
2. The agreement date and the bonds date must match the date that the Surety signs the bonds.
3. In Item 1 of the agreement, the completion date must be no more than 12 months after the agreement date.
4. In Item 1 of the agreement, enter the approved cost estimate amount.
5. Provide a copy of the evidence authorizing the developer's (or representative's) signature.
6. The developer's signature must be notarized on the agreement and all bonds.
7. The approved Construction Cost Estimate must be attached to the agreement as Exhibit 'A'.
8. Provide a cost estimate for the setting of the survey monuments (prepared by Land Surveyor or Civil Engineer #33965 or below).
9. In the Performance Bond, the dollar amount must equal 100% of the approved construction cost estimate.
10. In the Payment Bond, the dollar amount must equal at least 50% of the approved construction cost estimate.
11. In the Defective Materials and Workmanship Bond, the dollar amount must equal at least 10% of the approved construction cost estimate.
12. In the Defective Materials and Workmanship Bond, fill in the blank line following "...contract with the City of Santa Ana entitled" with the title: "Agreement for the Installation of public Improvements at (state the project address)."
13. Surety signatures on all bonds must be notarized with a Power of Attorney for each bond signature.
14. The date on the Power of Attorney must match the Surety signature date on the bonds.
15. The minimum acceptable financial rating for insurance companies as Surety for issuing Improvement Bonds is 'A-'. Provide a copy of the A.M. Best Rating for confirmation.

Please allow a minimum of 10 working days for processing once all documents have been submitted to the Public Works Agency.

If you need any clarification on the above instructions or have any other questions, please contact Anderson Chrysostomo at (714) 647-5838.

TransDev/Admin/Forms/BondImprovementInstructions

**AGREEMENT FOR THE IMPROVEMENT
OF TRACT NO. _____**

AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the CITY OF SANTA ANA, a municipal corporation of the State of California, hereinafter called CITY, and _____ hereinafter called "Subdivider"

WITNESSETH:

WHEREAS, SUBDIVIDER is engaged in subdividing that certain tract of land known and designated as Tract No. _____ situated in the City of Santa Ana, County of Orange, State of California; and

WHEREAS, a final map of said Tract No. _____ has been filed with the Clerk of the Council and ex-officio City Clerk of the City of Santa Ana for presentation to said Council for its approval, which map is hereby referred to and by said reference incorporated herein; and

WHEREAS, Subdivider has requested approval of said final map prior to the completion of improvements of all public or private streets, highways, alleys, bike trails, pedestrian ways or other public ways, easements and drainage, water, and sanitary sewer facilities which are a part of or appurtenant to the above-mentioned subdivision, including, but not limited to, the necessary street grading and paving, curbs and gutters, sidewalks, driveway approaches, pipes, catch basins, water mains, water services, fire hydrants and appurtenances, sanitary sewer mains, laterals and appurtenances, drainage mains, inlets, laterals and appurtenances, street trees, street name signs, and ornamental street lighting, including electric conduits and cables, all in accordance with and as required by applicable provisions of the Santa Ana Municipal Code and in accordance with the approved plans, Standard Specifications for Public Works Construction (AGC-APWA Green Book) and Supplemental Special provisions; and

WHEREAS, the Council of the said City on _____ approved said final map and accepted the dedications therein offered, subject to and on condition that Subdivider first enter into and execute this agreement with the City, and provide the City with such bonds and insurance and all other things as required herein.

NOW, THEREFORE, in order to insure satisfactory performance by Subdivider of his obligations, in order to meet the requirements of the Santa Ana Municipal Code, and in consideration of the approval of said final map and acceptance of the dedications therein offered, the parties hereto do hereby agree as follows:

1. Subdivider shall construct all of the improvements and do all the work hereinabove or hereinafter mentioned, all in accordance with and to the extent and as provided in the above-mentioned plans, specifications and special provisions for the construction of the above said improvements in, for, or appurtenant to said subdivision, and in compliance with City's Municipal Code and the laws of the State of California, and shall complete the same within twelve (12) months from the date hereof.

2. Subdivider shall, before the release of said final map by City, and as a condition precedent to the recordation thereof, furnish to the City and file with the City Clerk good and sufficient bonds in a form to be approved by the City Attorney as follows:

- a) securing the faithful performance by Subdivider of all work and the construction of all improvements herein in this agreement mentioned, and within the time herein specified, the amount of said bond to be _____ DOLLARS (\$ _____),
- b) securing the payment by Subdivider of all bills for labor and materials incurred in the construction of any and all said improvements, and the doing of all work herein agreed to be done by Subdivider, the amount of said bond to be _____ DOLLARS (\$ _____),
- c) guaranteeing the payment of the cost of setting survey monuments, the amount of said bond to be _____ DOLLARS (\$ _____).

- d) guaranteeing the City for a period of one (1) year following the completion and acceptance of the work herein agreed to be performed by Subdivider against any work or labor done, or materials furnished which are defective or not in accordance with the terms of this agreement, the amount of said bond to be _____ DOLLARS (\$ _____).

3. Subdivider does hereby expressly agree to indemnify and hold harmless the City, its officers, agents and employees, from any and all loss of damage, and from any and all liability for any and all loss and damage and from any and all suits, actions or claims filed or brought by any and all persons or person because of or resulting from the doing by Subdivider of any and all things required of Subdivider by this Agreement, or because of or arising or resulting from the failure or omission by Subdivider to do any and all things necessary to and required by this Agreement or by law, or arising or resulting from the negligent doing by Subdivider, its agents, employees, contractors or subcontractors of any and all things required to be done by this Agreement, or arising or resulting from any dangerous or defective condition arising or resulting from any of the above said acts or omissions of Subdivider, its agents, employees, contractors or subcontractors, or arising or resulting from any dangerous or defective condition arising or resulting from any negligence on the part of Subdivider, its agents, employees, contractors or subcontractors.

4. Because Subdivider has, by his certificate upon the above-mentioned subdivision map, certified that he can convey to City clear title to the land within said subdivision and because City has relied upon said certificate and the representations contained therein, can because Subdivider has been required, as a condition precedent to approval of the tentative map for said subdivision, to convey, before recording of the final map, clear title to certain land outside and appurtenant to the subdivision for streets, highways, alleys, bike trails, ways and easements which the appropriate officer or agency of the City of Santa Ana has determined to be necessary for the general use of the lot owners in the subdivision and local neighborhood traffic, drainage and sanitary needs and has conveyed to the City such land in order that the said final map may be recorded, and because the City has relied upon said conveyances as conveying to City clear title to such land, the provisions of Paragraph 3 are specifically made to apply to the destruction or damage to or removal of utilities, water lines or pipe lines of any kind, or any other improvement, whether said destruction, damage or removal is required or caused by the plans or specifications or by direction of an officer, agent or employee of the City.

5. Subdivider shall, before the release of said final map by City and as a condition precedent to the recordation thereof, furnish to City and file with the City Clerk policies of public liability insurance, with the City, its officers and employees therein named as the insured, insuring said insured against loss or liability for bodily injury and property damage arising or resulting from Subdivider's operations and activities in the construction of any and all improvements mentioned in this agreement and the doing of any and all work mentioned in this agreement, within or outside the above-mentioned subdivision, and/or arising or resulting from the doing or failure of Subdivider to do all things required to be done pursuant to this agreement. Said policies of insurance shall be subject to approval by the City Attorney or such other person as the City Council may designate as the person authorized to approve such policies of insurance.

6. Subdivider shall pay to City sanitary sewer connection fees and sewer mains and lateral charges as a condition precedent to the issuance of sewer main or lateral construction permits in accordance with Sections 39-52 and 39-53 of the Santa Ana Municipal Code.

7. Subdivider shall, before the recording of said final map by City, pay to the City the sum of N/A DOLLARS (\$ N/A) for storm drainage fees in connection with the said subdivision, in accordance with Section 34-193, Santa Ana Municipal Code.

8. Subdivider shall pay City water main charges for any existing water mains, fire hydrants or water services furnished or installed by City and as a condition precedent to the issuance of water line and water service permits in accordance with Section 39-22 of the Santa Ana Municipal Code.

9. Subdivider has elected to have City furnish and install the street name signs and street striping shown on and required by the plans and described in the specifications and Subdivider shall, before the release of the final map by City and as a condition precedent to final map release, pay to the City for the furnishing and installing of such signs and street striping the sum of N/A DOLLARS (\$ N/A), in consideration of such payment, City agrees to furnish and install said street name signs and street striping in accordance with the said plans and specifications within a reasonable time after such payment.

10. Subdivider shall pay Edison Company for the furnishing and installation of concrete street light standards at

locations shown on and required by the plans and specifications and Subdivider shall excavate the trenches and place conduit at the locations shown on and required by the plans and specifications. The street light installation and conduit placement shall be accomplished as a part of the improvements under this agreement.

11. Subdivider shall pay to the City such amount of fees as may be determined by City's Director of Public Works to be applied by City to the payment of expenses to be incurred by City for map and plan checking and engineering and inspection services to be performed by City in connection with the said subdivision. The above said monies to be paid for map and plan checking and engineering and inspection shall be paid to the City of Santa Ana as a condition precedent to approval of plans and permits for inspection.

12. Subdivider certifies that it pays employees, if such are employed, not less than the minimum wages as required by law, and that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Subdivider will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subdivider agrees to post in conspicuous places, available to employees and applicants for employment, notices as may be provided by the City setting forth the provisions of this non-discrimination clause.

13. If the construction of said improvements should be delayed without fault on the part of the Subdivider, the time for the construction of same may be extended by the Council of the City of Santa Ana for such period of time as it shall deem reasonable.

WITNESS THE EXECUTION HEREOF, the day and year first hereinabove written.

ATTEST:

CITY OF SANTA ANA
A municipal corporation

Clerk of the Council

Mayor

APPROVED AS TO FORM:

City Attorney

(Company Name)

By:
(Title)

By:
(Title)

ADDRESS OF SUBDIVIDER

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of Santa Ana, a municipal corporation of the 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____, 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 Santa Ana, California (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, hers, 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, hers, 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 anywise 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: _____
(Type Company Name)

SURETY: _____
(Type Company Name)

by _____
Title:

by _____
Title:

by _____
Title:

by _____
Title:

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures.)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of Santa Ana, a municipal corporation of the 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__, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said Agreement, Principal is required before entering upon the performance of the work to file a good and sufficient payment bond with the City of Santa Ana 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 of the State of California.

NOW, THEREFORE, said principal and the undersigned as corporate surety are held firmly bound unto the City of Santa Ana and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid 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 such work or labor, that said 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 the City in successfully enforcing such 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 said Civil Code, so as to give a right of action to them and all 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 said 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: _____
(Type Company Name)

SURETY: _____
(Type Company Name)

by _____
Title:

by _____
Title:

by _____
Title:

by _____
Title:

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures.)

DEFECTIVE MATERIALS AND WORKMANSHIP BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____ as

Principal and _____

a corporation organized and existing under the laws of the State of, and authorized to do a general surety business in the State of California, as surety, are held and firmly bound unto the CITY OF SANTA ANA, a municipal corporation of the State of California, in the just and full sum of _____ DOLLARS (\$ _____), lawful money of the United States of America, for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

The condition of this obligation is such that, whereas the Principal entered into a certain contract with the City of Santa Ana entitled

“Agreement for the Improvement of Tract No. _____”

and whereas the Principal contracted to give the City of Santa Ana a Surety Bond in the sum of _____ DOLLARS

(\$ _____) conditioned that the Principal would make good and protect the said City of Santa Ana against the results of any work or labor done or materials furnished which are defective or not in accordance with the terms of said contract having been used or incorporated in any part of the work so contracted for, which shall have appeared or been discovered, within the period of one (1) year from and after the completion and final acceptance of the work done under said contract.

NOW, THEREFORE, if the Principal shall well and truly make good and protect the said City of Santa Ana against the results of any work or labor done or materials furnished which are defective or not in accordance with the terms of said contract having been used or incorporated in any part of the work performed under said contract, which shall have appeared or been discovered within said one-year period from and after completion and final acceptance of said work, then this obligation shall be null and void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on _____, 20_____.

PRINCIPAL: _____
(Type Company Name)

SURETY: _____
(Type Company Name)

by _____
Title:

by _____
Title:

by _____
Title:

by _____
Title:

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures.)

SUBDIVISION BOND MONUMENTS
(Title 7, Division 2, Government Code)

KNOW ALL MEN BY THESE PRESENTS:

That we,
_____, as Principal, and
_____, a corporation,
organized and existing under the laws of the State of _____, and
duly licensed to transact a general surety business in the State of California, as Surety, are held and firmly bound to
the CITY OF SANTA ANA, a Municipal Corporation of the State of California, in the sum of
_____ DOLLARS, lawful money of the United States
of America, to be paid to the said CITY OF SANTA ANA, for which payment, well and truly to be made, we bind
ourselves, our heirs, executors and successors, jointly and severally, firmly by these presents.

CONDITIONS OF SAID OBLIGATION ARE SUCH, That

WHEREAS, Principal has presented to the Santa Ana City Council, for its approval, a Final Subdivision Map of
_____ Map No. _____, which said Map carries the engineer's or surveyor's certificate that the
monuments will be set on or before a specified later dates; and

WHEREAS, this Bond is given to guarantee payment to the engineer or surveyor for setting the final monuments in
said Subdivision, and as a prerequisite to the approval of said Final Subdivision Map.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay the engineer or surveyor
for setting the final monuments in the manner and within the times specified in Title 7, Division 2, Government
Code, then this obligation shall be null and void; otherwise, the Surety agrees to pay the same in an amount not
exceeding the amount of this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above
named, on _____, 20_____.

PRINCIPAL:
(Type Company Name)

SURETY:
(Type Company Name)

by _____
Title

by _____
Title

by _____
Title

by _____
Title

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures.)