

CONTRACT TO INSTALL SEWER IMPROVEMENTS

This contract is made and entered into by and between **James Finch** whose address is **900 Orange Road, Ojai, CA 93023** hereinafter referred to as **DEVELOPER**, and **Ventura County Waterworks District No. 16** hereinafter referred to as **DISTRICT**.

WHEREAS, **DEVELOPER** wishes to obtain from the **DISTRICT** certain land use entitlements known as a Sewer Will Serve Letter authorizing construction of the improvements necessary to provide municipal sanitary sewer service for a residential subdivision known as **Tract 5683**.

WHEREAS, as a condition precedent to the issuance of the unconditional "Will Serve" Letter, **DEVELOPER** must either complete the construction of certain improvements with respect to the land use entitlement or enter into a binding agreement with **DISTRICT** to complete such improvements.

NOW, THEREFORE, in consideration of the promises contained herein and in order to satisfy such condition precedent, it is agreed as follows:

1. **DEVELOPER** shall perform, construct and complete, at **DEVELOPER'S** own expense, all that work and all those improvements described in the plans and specifications under **Ventura County Drawing No(s). 69292- 69299 (Sewer)** on file at the office of the County Surveyor's Office, Ventura, California (the "Improvements"). Said plans and specifications are incorporated into and made a part of this contract as though set forth at length herein. The estimated cost of said work is **Four Hundred Sixty Thousand Dollars (\$460,000)**.
2. **DEVELOPER** hereby offers to dedicate the Improvements to **DISTRICT** for public use following their completion and **DISTRICT's** acceptance thereof as provided for herein.
3. **DEVELOPER** shall perform and complete the Improvements within 24 months after the date on which **DISTRICT** executes this contract.

Upon written application of **DEVELOPER** stating the facts it relies upon to justify an extension of time for completion of the Improvements, the **DISTRICT's** Engineer/Manager ("Engineer/Manager") may, in his or her discretion, grant an extension of time for some definite period of time. The written application shall be accompanied by a check payable to **Ventura County Waterworks District No. 16**, if additional deposits are required. **DEVELOPER** may apply for additional extensions of time and the Engineer/Manager may, in his or her discretion, grant same pursuant to the foregoing procedure. The Engineer/Manager shall not act unreasonably or arbitrarily in denying a request of any extension of time. If the time for completion of said work and Improvements is extended, said extension shall effect an automatic extension of this contract, security for Faithful Performance filed with **DISTRICT** pursuant to paragraph 4 hereof, and security for Labor and Materials filed with **DISTRICT** pursuant to paragraph 5 hereof.

4. Concurrently with the execution of this contract, **DEVELOPER** shall file with **DISTRICT** good and sufficient security in the amount of **Four Hundred Sixty Thousand Dollars (\$460,000)** for Faithful Performance in accordance with Ventura County, Public Works Agency, Bond Book for the faithful performance of the terms and conditions and guarantees of this contract and the permit required by **DISTRICT** to perform the Improvements.
5. Concurrently with the execution of this contract, **DEVELOPER** shall file with **DISTRICT** good and sufficient security in the amount of **Four Hundred Sixty Thousand Dollars (\$460,000)** for Labor and Materials in accordance with Ventura County, Public Works Agency, Bond Book to guarantee payment to the contractor, its subcontractors, or to persons renting equipment or furnishing labor or materials to them for the construction of the Improvements.
6. **DEVELOPER** promises and guarantees to replace or repair all defective workmanship and materials for a period of one (1) year after date of acceptance of the Improvement by the **DISTRICT** as provided for herein. **DEVELOPER** shall replace or repair any such defective workmanship and materials in a manner satisfactory to the Engineer/Manager, after notice to do so from the Engineer/Manager, and within the time specified in the notice. If **DEVELOPER** fails to make such replacement or repair within the time specified in the notice, **DISTRICT** may perform the replacement or repair and the **DEVELOPER** and its sureties shall be liable for all costs and reasonable expenses thereof. The security for Faithful Performance required by Paragraph 4 hereof shall not be exonerated or returned until one (1) year after the date of the **DISTRICT's** acceptance of the Improvements.
7. **DEVELOPER** shall contract for construction of all Improvements only with contractors currently licensed by the State of California.
8. **DEVELOPER** shall timely pay Plan Check Fees, Construction Inspection Fees and all other fees regarding the Improvements as required by the **DISTRICT's** Rules and Regulations.
9. **DEVELOPER** shall dedicate to **DISTRICT** easements and rights of way for all Improvements. Said easements or rights of way for the Improvements within the subdivision shall be specifically described in and offered to **DISTRICT** for dedication on the requisite record map title sheet.
10. **DISTRICT** shall inspect all construction and Improvements required by the terms of this contract. Said inspection shall include, but not limited to, the inspection of backfill over installed pipes, extensions or connections. The provisions of this paragraph shall apply to pipes, extensions or connections installed in public streets or rights of way.
11. **DEVELOPER** shall pay all the costs of inspection of backfill over installed pipes, including appurtenances, and soils testing above the pipe zone, as required by paragraph 10, as herein above described. Said pipe zone is defined as follows:

Commencing from the bottom of the trench to a maximum of one (1) foot above the top of the pipe and extending thereby to the length of the pipe, extension or connection installed.

12. **DEVELOPER** shall perform the work and construct the Improvements in a good and workmanlike manner to the satisfaction of the Engineer/Manager. **DEVELOPER** shall comply with all federal, state and local laws, ordinances, rules and regulations. An authorized representative of **DISTRICT** shall make a final inspection of the Improvements for the development after completion to determine acceptability of the work. Before this final inspection can be made, **DEVELOPER** or the engineer responsible for the project shall notify the **DISTRICT's** Engineer/Manager in writing that the work has been completed in accordance with approved plans and specifications. The Improvements shall not be deemed complete until approved by **DISTRICT** in writing. **DEVELOPER** agrees and acknowledges that **DISTRICT's** inspection and/or approval of any work does not affect, waive, remove, or otherwise impact any obligations of **DEVELOPER** as set forth above in paragraph 6. After written approval of the Improvements, **DEVELOPER** will offer to dedicate such Improvements to **DISTRICT** for public use; **DEVELOPER** shall also offer to dedicate all easements and rights of way for all Improvements. **DEVELOPER** will also provide **DISTRICT** with "as built" plans prepared by a registered engineer.
13. Nothing contained herein shall be construed to create the relationship of employer and employee, master and servant, or principal and agent between **DISTRICT** and **DEVELOPER** in construction of the Improvements and/or in the performance of **DEVELOPER's** other obligations under this contract.
14. **DISTRICT**, its officers, agents and employees shall not be liable for any liability or damage resulting from the death or injury to persons or damage to property due to or arising from or related to the construction of the Improvements by **DEVELOPER** and its contractors. **DEVELOPER** shall indemnify, defend and hold harmless the **DISTRICT**, its officers, agents and employees, from and against all claims, demands, lawsuits, fines, damages and liabilities of whatever nature, including all costs, expenses, fees (including attorney fees) and interest arising from or relating to the construction of the Improvements, except to the extent caused by the active negligent, reckless or willful misconduct of **DISTRICT**, its officers, agents and employees.
15. **DEVELOPER** shall take such precautions as may be necessary to protect the public from any dangerous condition caused by the construction of the Improvements. **DEVELOPER** shall have such control of the ground reserved for the installation of such improvements and the streets in which they are to be placed as is necessary to allow **DEVELOPER** and its contractors to carry out this contract, and **DEVELOPER** shall obtain at its sole expense an Encroachment Permit for any construction to be performed within or over any public right of way.
16. This contract contains the entire agreement of the parties regarding the subject matter hereof. This contract shall not be amended except in a writing duly executed by the parties hereto.
17. Each party represents and warrants that each person executing this contract on its behalf has the authority to do so on behalf of, and to fully bind, such party, and that no further ratification of this contract is needed for it to be effective.

IN WITNESS WHEREOF, the parties have executed this contract on the dates set forth below.

James Finch
900 Orange Road
Ojai, CA 93023

Dated: 11/6/18

By [Signature]

Print Name: James P. Finch

Title Owner

VENTURA COUNTY WATERWORKS
DISTRICT NO. 16

Dated: 12/4/18

By [Signature]
Chair, Board of Ventura County
Waterworks District No. 16

ATTEST: MICHAEL POWERS,
Clerk of the Ventura County Board of Supervisors
Acting *ex officio* of the Clerk of the Board of Ventura County Waterworks Dist. No. 16

By [Signature]
Deputy Clerk of the Board



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Ventura)
 On 11/6/18 before me, Sharon K Myers
 Date Here Insert Name and Title of the Officer
 personally appeared James Finch
 Name(s) of Signer(s)

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 Sharon K Myers
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____