



# CITY OF FULLERTON

## AGREEMENT FOR GRADING, SLOPE PLANTING, AND EROSION CONTROL

AT \_\_\_\_\_  
JOB ADDRESS

THIS AGREEMENT WITNESSETH:

THAT WHEREAS, the undersigned has applied for a permit from the City of Fullerton to do certain grading, slop planting, and erosion control work in the City in the particulars and upon the real property described in the permit application GRA \_\_\_\_\_ - \_\_\_\_\_ and as shown on the grading plan prepared therefore on file in the office of the Community Development Department: and,

WHEREAS no permit therefore may be issued unless the applicant agrees to complete all the work commenced under the authority of the permit in the manner required by law and by the permit, and to complete within the time limit herein specified all the grading, slope planning, and erosion control work, to maintain the slop planting until a root system has been established, and to furnish to the City a cash or surety bond to secure such performance and maintenance plus all of the City's overhead expenses incurred therefore.

NOW, THEREFORE, in consideration of the premises and the issuance of the permit by the City,

1. The undersigned shall do and complete, on or before, \_\_\_\_\_, \_\_\_\_\_, in compliance with Permit GRA \_\_\_\_\_ - \_\_\_\_\_, the City-approved grading plan prepared therefore, the applicable provisions of the Fullerton Municipal Code all other laws pertaining thereto, all of the grading, slope planting, erosion control work, and other work described in the application and shown on the plans commenced by the undersigned, his agents or assigns, pursuant to the authority of the permit.
2. The undersigned shall plant a irrigate the slope planting in a manner as required by City codes and policies and maintain the slope planting until a root system has been established to the satisfaction of the Community Development Director.
3. The undersigned shall install, grade, and build all drains, pipes, channels, berms, and other erosion controlling devices as described in the application and shown on the plans, and maintain them in a workmanlike, operable manner at all times to the satisfaction of the Community Development Director.

4. The undersigned shall perform all work undertaken under said permit and agreement in an orderly, workmanlike manner, and comply with all applicable City and State codes and ordinances relative to excavations, trenches, shoring, safety, and protection of public and private property. The City shall have the authority to suspend the work wholly, or in part, for any period that is deemed necessary by the City due to the failure or refusal of the undersigned, his agents, assigns, personal representatives, contractors, or subcontractors to carry out the work as herein agreed, or to follow reasonable orders given by the City, or to perform any provision of this agreement. The suspended work shall be resumed only when compliance is made or orders carried out and then only when the undersigned is so notified by the City.
5. The City may, at the sole option of the Community Development Director, cause to be completed and maintained any of the work commenced and completed by the above date, or any extension of time granted by the Community Development Director. Time is expressly agreed to be the essence hereof. The undersigned shall pay to the City upon demand all of the City's costs to complete and maintain the work, including all payments to, and for the benefit of, any of its employees in connection with its completion of the work, plus all of its overhead expenses therefore.
6. Any extension of time granted by the Community Development Director shall be valid only if in writing and shall not constitute any waiver by the City of any of its other rights hereunder.
7. The undersigned shall hold the City harmless from any and all claims for any injury or damages to any person or property caused by an act or omission of the undersigned in the doing or by reason of any work done for which such permit was issued, or that may be caused by erosion from wind or water subsequent to any such grading of the above described property that may result from any such grading or from any planting, or lack of planting, or any cut and fill slopes have been planted and maintained with a ground cover as required by law and as approved in writing by the Community Development Director and until he has verified in writing that a root system has been established to his satisfaction on such slopes.
8. The undersigned shall pay upon demand to the City such sum as the Court may adjudge to be the reasonable value of all legal services rendered to the City in any action upon this agreement and bond, or either of them, in which a judgment is ordered in favor of the City and that sum may be added to judgment in that action.

Agreement for Grading, Slope Planting, and Erosion Control Continued

Executed at Fullerton, California this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
An individual, Corporation, a General  
Partnership, a Fictitious Firm Name  
(Strike Words not Applicable)

By \_\_\_\_\_  
President, Partner, Proprietor

And \_\_\_\_\_  
Secretary

(Note: A certified copy of the Resolution of the Board of Directors showing authority to execute for Corporations must be attached.)