

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
DEFAULT JUDGMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day
of _____, _____, by and between the COUNTY OF
LOS ANGELES, State of California, a body corporate and politic, by and through the
Director of Public Works (Hereinafter called the COUNTY) and

(Name)

(Address)

(Hereinafter called the SUBDIVIDER) who is successor in interest to _____

_____,
(Hereinafter called the PREVIOUS SUBDIVIDER.)

RECITALS:

- (a) PREVIOUS SUBDIVIDER entered into an agreement(s) dated _____, to perform certain work, as described therein, in Tract/Parcel Map No. _____ within _____ months.
- (b) PREVIOUS SUBDIVIDER has heretofore provided improvement security to ensure performance under said previous agreement(s).
- (c) PREVIOUS SUBDIVIDER has failed to fully perform said work.
- (d) SUBDIVIDER desires to negotiate a new agreement and improvement security to cover the remaining work to be done in said division of land.
- (e) COUNTY is willing to cancel said previous agreement(s) and release said previous improvement security in consideration of SUBDIVIDER'S entering into a new agreement, furnishing a new improvement security for the remaining work in said division of land, agreeing to the added conditions in the new agreement authorizing COUNTY to obtain a default judgment in case of breach of contract on the part of SUBDIVIDER, and agreeing to pay an incidental fee to cover COUNTY'S costs for the preparation and

processing of this new AGREEMENT and for the clerical and incidental expenses incurred during the extended period for performance.

WITNESSETH:

FIRST: SUBDIVIDER for and in consideration of the additional time granted herein by COUNTY to allow SUBDIVIDER to complete the subject subdivision work or improvements, and the AGREEMENT by COUNTY to cancel said Subdivision Agreement(s) dated _____ and to release improvement security in the sum of _____ dollars (\$_____) given for faithful performance and to rescind any legal action against said improvement security, hereby agrees, at SUBDIVIDER'S own cost and expense, to furnish all labor, materials, and equipment necessary to perform and complete, and within _____ months from the date of this AGREEMENT, to perform and complete in a good and workmanlike manner, for COUNTY where applicable, the following improvement(s) and/or work checked below, to wit:

- A five (5)-foot CHAINLINK FENCE per Public Works' standards at the rear and/or side of lots/parcels _____ (inclusive) adjacent to _____. The estimated cost of this work is the sum of _____ dollars (\$_____).
- A COMBINATION MASONRY WALL AND CHAINLINK FENCE per Public Works' standards at the rear and/or side of lots/parcels _____ (inclusive) adjacent to _____. The estimated cost of this work is the sum of _____ dollars (\$_____).
- A five (5)-foot MASONRY WALL per Public Works' standards at the rear and/or _____ side of lots/parcels _____ (inclusive) adjacent to _____. The estimated cost of this work is the sum of _____

_____ dollars (\$_____),

- [] SANITARY SEWERS and appurtenances thereto, under Private Contract No. _____, in streets and/or rights of ways. In addition, SUBDIVIDER hereby offers said improvements for dedication. The estimated cost of this work is the sum of _____

_____ dollars (\$_____).

- [] CORRECTIVE GEOLOGIC IMPROVEMENTS. Said work shall be done under the provisions of Title 26 of the Los Angeles County Code. The estimated cost of this work is the sum of _____

_____ dollars (\$_____).

- [] DRAINAGE FACILITIES and appurtenances thereto. The estimated cost of this work is the sum of _____

_____ dollars (\$_____).

- [] STORM DRAINS and appurtenances thereto under Private Drain No. _____, in streets and/or rights of way. In addition, SUBDIVIDER hereby offers said improvements for dedication. The estimated cost of this work is the sum of _____

_____ dollars (\$_____).

- [] Setting of SURVEY MONUMENTS and tie points and furnishing to the Director of Public Works tie notes for said points, according to the provisions of Title 21 of the Los Angeles County Code regulating division and mapping of land, and paying the surveyor or engineer of record or their authorized substitute for the work performed by them as provided for in Division 2 of Title 7 of the Government Code, the Subdivision Map Act. The estimated cost of this work is the sum _____

of _____

_____ dollars (\$_____).

[] WATER SYSTEM FACILITIES including pump stations, water tanks, water mains, water well, fire hydrants, and all other appurtenances thereto, in dedicated public streets, private streets and easements, in accordance with plans and specifications consistent with the design requirements and standard specifications governing the installation of water systems as filed by the County Engineer with the Clerk of the Board of Supervisors of the COUNTY. The estimated cost of this work is the sum of _____

_____ dollars (\$_____).

[]
The estimated cost of this work is the sum of _____

_____ dollars (\$_____).

[] ROAD IMPROVEMENTS in accordance with the road plans for said land division filed in the office of the Director of Public Works and to do all work incidental thereto according to the Standard Specifications for Public Works Construction, as amended, which are hereby made a part of this AGREEMENT. The estimated cost of this work and improvements is the sum of _____

_____ dollars (\$_____).

[]
The estimated cost of this work is the sum of _____

_____ dollars (\$_____).

The above-mentioned improvement(s) to be constructed within and without the boundaries of said land division according to plans and/or applicable standards on file in the office of the Director of Public Works and/or other County officials as applicable and hereby made a part of this contract as fully as though set forth herein. That said work shall be done under the inspection of, and to the satisfaction of, the Director of Public Works and/or other County official as applicable, and shall not be deemed completed until approved and accepted as completed by COUNTY. Said acceptance of the improvement shall also constitute acceptance of any offer of dedication contained herein.

SECOND: That COUNTY shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss, or damage happening or occurring to or resulting from the work specified in this AGREEMENT prior to the completion, approval, and/or acceptance of same; nor shall COUNTY, nor any officer or employee thereof, be liable for any reasons including for property injured by reason of the nature of said work or

by reason of the acts or omissions of SUBDIVIDER, his agents, or employees in performance of said work. All of said liabilities shall be assumed by SUBDIVIDER. SUBDIVIDER further agrees to indemnify, defend, and save harmless COUNTY, its agents, officers, and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with SUBDIVIDER'S operations, or its services hereunder, including any workers' compensation suits, liability, or expense, arising from or connected with services by any person pursuant to this AGREEMENT, or arising out of the use of any patent or patented article in the construction of said work.

THIRD: SUBDIVIDER hereby grants to COUNTY, the Surety upon any Bond, the financial institution of any improvement security, and to the agents, employees, and contractor of them the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the improvement. This permission shall terminate in the event that SUBDIVIDER, financial institution, or the Surety has completed the work within the time specified or any extension thereof granted by the Director of Public Works.

FOURTH: It is further agreed that SUBDIVIDER will at all times from the approval of said land division to the completion and acceptance of said work or improvement by COUNTY, give good and adequate warning of each and every dangerous condition caused by the construction of said improvements and will protect the traveling public therefrom.

FIFTH: It is further agreed that SUBDIVIDER shall have such control of the ground/area reserved for the installation of such work, and the streets in which they are to be place, as is necessary to allow them to carry out this AGREEMENT.

SIXTH: SUBDIVIDER hereby agrees to pay for the inspection of such work and improvements as may be required by the Director of Public Works and/or other County official.

SEVENTH: SUBDIVIDER shall give notice to the Director of Public Works at least 24 hours before beginning any work and shall furnish said Director of Public Works all reasonable facilities for obtaining full information respecting the progress and manner of work.

EIGHTH: SUBDIVIDER agrees to grant to COUNTY such easements as are necessary for the upkeep and maintenance by COUNTY of the improvements agreed to be constructed herein.

NINTH: SUBDIVIDER shall perform any changes or alterations in the construction and installation of such improvements required by COUNTY, provided that all such changes or alterations do not exceed ten percent of the original total estimated cost of such improvements. Said cost to be borne by SUBDIVIDER.

TENTH: SUBDIVIDER shall guarantee such improvements for a period of

one (1) year following the completion by SUBDIVIDER and acceptance by COUNTY against any defective work or labor done, or defective materials furnished, in the performance of this agreement by SUBDIVIDER.

ELEVENTH: SUBDIVIDER hereby agrees that all work on any County Highway, which existed prior to the filing of said map, shall be completed in accordance with the terms and provisions of Title 16, Division 1, as amended, of the Los Angeles County Code (Highway Permit Ordinance). Said Code require in part, that once work is commenced, it shall be prosecuted in a diligent and workmanlike manner to completion. If COUNTY determines that SUBDIVIDER has filed to perform as therein specified, COUNTY reserves the right to exclude SUBDIVIDER from the site and complete the work contemplated by COUNTY forces or by separate contract. SUBDIVIDER further agrees to reimburse COUNTY for all charges accruing as a result of such construction by COUNTY forces or separate contract.

TWELFTH: It is further agreed that SUBDIVIDER has filed with COUNTY, an acceptable and sufficient improvement security in an amount not less than the estimated cost of the work and improvements, as above specified, for the faithful performance of the terms and conditions and guarantees of this AGREEMENT and has also deposited with COUNTY a good and sufficient payment security for labor and materials in the amount prescribed by law to secure the claims to which reference is made in Title 1 (commencing with Section 8000) of Part 6 of Division 4 of the Civil Code of the State of California. If said improvement security or payment security becomes insufficient in the opinion of COUNTY, SUBDIVIDER agrees to renew said improvement security and/or payment security with good and sufficient improvement security and/or payment security within ten days after receiving demand therefor.

THIRTEENTH: If SUBDIVIDER neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the time specified, or within such extensions of said time as have been granted by the Director of Public Works, or if SUBDIVIDER violates or neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this AGREEMENT and notice in writing of such default shall be served upon him and upon any Surety or financial institution in connection with this contract. The Director of Public Works, and/or other County official, shall have the power to terminate all rights of SUBDIVIDER in such contract, but said termination shall not affect or terminate any of the rights of COUNTY as against SUBDIVIDER, financial institution, or Surety then existing or which thereafter accrue because of such default. The determination by the Director of Public Works of the question as to whether any of the terms of the contract or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon SUBDIVIDER, his Surety, and any and all other parties who may have any interest in the contract or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to COUNTY under law.

FOURTEENTH: In case suit is brought upon this contract, SUBDIVIDER hereby agrees to pay to COUNTY a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF the parties hereto have executed this Agreement or caused it to be executed as of the day, month, and year first above written.

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

By _____
Deputy

Approved as to form

JOHN F. KRATTLI
County Counsel

By _____
Deputy

By _____
SUBDIVIDER

By _____
WITNESS

(Seal)
Subdivider signatures must be acknowledged
before a notary public.
(Attach appropriate acknowledgments)