

AGREEMENT FOR DEMOLITION

OF STRUCTURE(S) LOCATED AT _____

The undersigned has applied for a permit from the City of Fullerton to do demolition work at the real property described above and in the permit application, and as shown on the demolition plan prepared therefore on file in the Community Development Department.

Demolition permits shall not be issued unless the applicant agrees to complete all the demolition work commenced under the authority of the permit, in the manner required by law and by the permit, and in accordance with safe demolition practices. In addition, the applicant must agree to complete all the work within the time limit herein specified, and to furnish to the City a cash bond in the amount of \$_____ to secure such performance and maintenance.

THEREFORE, in consideration of the issuance of the demolition permit by the city of Fullerton,

1. Unless no demolition is undertaken and the demolition permit expires, the undersigned shall do and complete the demolition work commenced under the authority of the permit, in the manner required by law and by the permit, and in accordance with safe demolition practices. In addition, the applicant must agree to complete all work within the time limit herein specified, and furnish to the City a cash bond to secure such performance and maintenance.
2. The undersigned shall furnish a \$_____ cash bond to the City to secure the performance and maintenance of this agreement.
3. The undersigned shall install fencing or other suitable protective devices as shown on the city-approved demolition plan, in accordance with Chapter 33 of the California Building Code. Such fencing shall remain installed at all times during the course of the above-described demolition work, and shall not be removed until the Building Official or his designee determines that the demolition work has been completed in accordance with this agreement.
4. The undersigned shall abandon and cap any and all sewer connections in the manner required by law, and shall request and allow the City to inspect such abandonment and capping prior to backfilling.
5. Within five (5) working days after demolition of the structure(s) is complete, the undersigned shall completely remove all debris from the site including foundations, driveways and walkways and all portions thereof, piping, and loose combustible materials, and will fill any excavations with debris-free soil so that the site is level and no diversion of flow onto adjacent private property is created. The undersigned shall request and allow the City to inspect the site no later than five (5) working days after demolition of the structure(s) is complete, so that the City can determine whether the provisions of this paragraph has been satisfied. Failure to comply with the provisions of this paragraph may result in a public nuisance action against the undersigned.

6. For any fill of an excavation greater than three (3) feet in depth, a soils compaction report shall be filed with the Community Development Department.
7. The Building Official shall have the authority to suspend the work wholly or in part for any period that is deemed necessary 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 Building Official, 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 Building Official.
8. Any extension of time granted by the Building Official Shall be valid only if in writing and shall not constitute any waiver by the City of any of the conditions of this agreement nor any of its other rights.
9. The City may, at the sole option of the Building Official, cause to be completed, any of the work commenced and not completed in accordance with this agreement. Time is expressly agreed to be of the essence hereof. The undersigned shall pay to the City upon demand of all the City's costs to complete 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 therefor.
10. Upon completion, the undersigned shall request in writing the release of the demolition bond In the amount deposited. If the Building Official determines that the demolition work has Been satisfactorily completed in accordance with this agreement, the City Treasurer shall refund to the depositor the amount of the cash bond deposited, after first deducting there from all fees and penalties payable to the City under the provisions of this agreement. These deductions may include the cost as determined by the Director of the Engineering Department, of repairing or replacing any public property damaged by the demolition and the sum of ten dollars per day for each day beyond the limit specified for the completion of the Demolition and the clearance of the site in accordance with the permit and the provisions of this agreement.
11. The undersigned shall hold the City harmless from any and all claims for any injury or damages to any person or property caused by any act or omission of the undersigned in the doing or by reason of any work done for which permit was issued/
12. 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 judgment is ordered in favor of the City and that sum may be added to the judgment in that action.

Executed at Fullerton, California this _____ day of _____, _____.

Approved as to form:

Richard Jones, City Attorney

An individual, Corporation, a General
Partnership, A Fictitious Name (Strike the
Words that are not applicable.)

By _____
(President, Partner, Proprietor)

and _____
Secretary

Address: _____

City _____

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