

CONTRACTORS ADDENDUM  
FORM INSTALL-A  
REGULAR METHODS OF ASSURANCE

This ADDENDUM to the Developer's Agreement to Install Improvements (Form Install-A) is entered into by and between \_\_\_\_\_  
CONTRACTOR/SUBCONTRACTOR ("CONTRACTOR"), whose address is \_\_\_\_\_  
\_\_\_\_\_ and the CITY OF PEORIA, an Arizona municipal corporation ("CITY") whose address is 8401 West Monroe Street, Peoria, Arizona, 85345. The CONTRACTOR and the CITY are collectively referred to as the "PARTIES".

I. RECITALS.

A. This ADDENDUM to the Developer's Agreement to Install Improvements (Form Install-A) is incorporated by this reference.

B. CONTRACTOR is the contractor for the \_\_\_\_\_  
\_\_\_\_\_ COMMERCIAL, INDUSTRIAL or MULTI-FAMILY  
("DEVELOPMENT") project.

C. In conjunction with the development of the DEVELOPMENT project and in accordance with City of Peoria Ordinances, certain DEVELOPMENT improvements are required to be completed/constructed. Such improvements are described in the submitted Final improvement plans and have been approved by the City Engineer.

D. The CITY requires as a precondition to the recordation of the Final Plat or Site Plan for the DEVELOPMENT project and the issuance of off-site construction permits certain assurances that the improvements described on the CITY approved improvement plans will be constructed.

E. The developer, owner or subdivider of the DEVELOPMENT project desires to have the CONTRACTOR provide the required assurance for the portion of the work that the CONTRACTOR will specifically be performing.

F. CONTRACTOR desires to provide such assurances to the CITY for the portion of the work for the DEVELOPMENT project which CONTRACTOR will be performing and pledges that the specific DEVELOPMENT improvements (as listed below) will be constructed.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and the faithful performance thereof, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

II. AGREEMENT.

1. DEVELOPMENT project address: \_\_\_\_\_.

2. Completion date of the work/improvements which CONTRACTOR will be performing as shown on the improvement plans: \_\_\_\_\_.

3. Description of the work/improvements CONTRACTOR will be performing on the DEVELOPMENT project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

4. Construction of Improvements. CONTRACTOR shall cause to be constructed at its sole cost and expense, in a manner satisfactory to the City Engineer, the DEVELOPMENT improvements required and guaranteed by the accompanying assurance (i.e., bond, letter of credit, escrow agreement, etc.) as shown on the improvement plans. CONTRACTOR agrees to be unconditionally bound for completion of such improvements.

5. Right to Complete. In the case that the improvements are not completed in a satisfactory manner to the City Engineer, within the specified time period, the CITY may complete the improvements and recover from the CONTRACTOR, via the accompanying assurance, the full costs and expenses thereof.

6. Security. As security for completion of the required improvements, CONTRACTOR shall provide a Financial Guarantee of performance on behalf of the Developer. Such Financial Guarantee shall be a performance bond from a Surety Bonding Company, an escrow account with the CITY or a financial institution, cash deposit, certified check(s) or a letter of credit. The financial institution and surety company shall be licensed to do business in the State of Arizona. The City Attorney shall approve the form of the assurance and the City Engineer shall approve the assurance amount.

7. Attorney's Fees. In the event that the CITY shall incur attorney fees and costs of any nature relating to this Addendum, CONTRACTOR shall reimburse the CITY for its reasonable attorney fees and disbursement incurred in connection therewith.

8. Authority of Signatory. CONTRACTOR or any individual executing this document on behalf of CONTRACTOR represents and warrants that they are duly authorized to execute and deliver this ADDENDUM.

9. Choice of Law. This ADDENDUM shall be construed and enforced in accordance with, and governed by, the laws of the State of Arizona applicable to agreements made and performed, and any legal action commenced pursuant to this ADDENDUM shall be brought in an appropriate court in Maricopa County.

10. Exhibits, Plats, Site Plans or Addenda. All plats, site plans, exhibits, or addenda, if any, referenced herein, including the Developer's Agreement to Install Improvements (Form Install-A) are a part hereof.

11. Headings. The headings for each paragraph of this ADDENDUM are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraph or of this document and in no way affect this ADDENDUM.

12. Termination by the CITY. This ADDENDUM shall be subject to cancellation by the CITY pursuant to A.R.S. § 38-511.

13. Successors and Assigns. This ADDENDUM shall be binding on the heirs, successors or assigns of the CONTRACTOR.

**IN WITNESS WHEREOF**, the parties hereto have executed this ADDENDUM to the Developer's Agreement to Install Improvements (Form Install-A) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CONTRACTOR:

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or type name

Title: \_\_\_\_\_

State of Arizona        )  
                                  ) ss.  
County of Maricopa    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that they have executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

\_\_\_\_\_  
Notary Public

My Commission Expires:

For Office Use Only

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CITY OF PEORIA, an Arizona  
Municipal Corporation

By: \_\_\_\_\_  
City Engineer