

## SUBDIVISION INSPECTION AGREEMENT

This Subdivision Inspection Agreement (this "Agreement") is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ by and between Ada County Highway District, a body corporate and politic of the State of Idaho ("ACHD") and \_\_\_\_\_ ("Developer").

### RECITALS

A. ACHD is a single, countywide highway district with the exclusive general supervision and jurisdiction over all highways and public rights-of-way within Ada County, Idaho. ACHD has the power to establish design standards, establish use standards, and control access to public highways, public streets, and public rights-of-ways.

B. The Developer has submitted an application to develop a parcel of real property, which development is known as \_\_\_\_\_, (the "Project"). ACHD has approved Developer's street improvement plans. Developer's approved street improvement plans are on file with ACHD and are comprised of the following drawings which are incorporated herein by reference: \_\_\_\_\_(subdivision name), Sheets \_\_\_\_\_, and Approved Changes, bearing an ACHD Stamp Date (the "Approved Plans"). Concurrently with this Agreement, ACHD and Developer have executed that certain Subdivision Improvement Agreement, which sets forth the parties' respective rights and obligations as to the development of the Project.

C. ACHD policy requires that ACHD enter into agreements with developers to ensure that improvements constructed during the development of real property conform to the improvement plans that are approved by ACHD and are in compliance with ACHD's standards, specifications, and policies.

D. ACHD and Developer desire to enter into an agreement that sets forth the parties' respective rights and obligations with regard to the inspections by ACHD of the subdivision improvements.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### SECTION 1. INSPECTIONS BY ACHD

1.1 Inspections. ACHD shall perform inspections of Developer's improvements related to the Project within the public right-of-way depicted on the Approved Plans. Such inspections shall include all inspections deemed necessary by ACHD, including without limitation field inspections, testing, and any re-testing wherein

the initial test results were found to be unsatisfactory. ACHD shall comply with ACHD's policies in performing the inspections.

1.2 No Assumption of Liability. ACHD does not assume any responsibility or liability for any losses or damages suffered by Developer from poor workmanship or quality of materials discovered during ACHD's inspections.

## **SECTION 2. PAYMENT FOR INSPECTIONS**

2.1 Rates. Developer shall pay ACHD for its inspections services at the employees current hourly rate plus overhead. Overhead consists of operational overhead and fringe benefit overhead and is calculated annually by ACHD.

The District reserves the option to assign inspection services to an on-call consulting materials testing laboratory. Developer shall pay ACHD all costs incurred by ACHD from assignment of inspection services to consulting materials testing laboratory.

2.2 Initial Deposit. Upon execution of this Agreement, Developer shall furnish ACHD with a cash deposit in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) as an initial deposit for the payment of the inspection services. When the cash deposit is depleted, Developer shall pay additional inspection deposits prior to additional inspections being scheduled and performed by ACHD.

2.3 Refund of Deposit. ACHD will refund to the Developer any and all unused funds remaining of the initial inspection deposit within a reasonable period of time following the satisfactory completion of all construction activities on the Project and ACHD's acceptance of the street improvements for public maintenance.

2.4 Payments. Developer shall pay for any and all additional inspection services rendered by ACHD over and above the inspection deposit. Such payments shall be made within thirty (30) days of each invoice.

## **SECTION 3. MISCELLANEOUS**

3.1 Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein. Notwithstanding the foregoing, this Agreement shall not relieve the Developer of any expressed or implied warranties that the Developer has given to ACHD with respect to the Project.

3.2 Amendments. This Agreement may not be modified, amended or altered except in writing signed by both parties.

3.3 Time of the Essence. Time is of the essence for the performance of this Agreement. No waiver by either party of strict and timely performance of the other shall constitute a waiver of any subsequent breach or default.

3.4 Notices. All notices given pursuant to this Agreement shall be in writing and shall be given by personal delivery, by United States Mail, or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, or e-mail, addressed to the appropriate party at the address set forth below.

If to ACHD:

Ada County Highway District  
Right-of-Way and Development Services Department  
3775 Adams Street  
Garden City, Idaho 83714-6499

If to Developer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3.5 Signatories. All signatories of the Agreement represent and warrant that they have the power to execute this Agreement and to bind the entity they represent to the terms of this Agreement.

3.6 Assignment. Developer shall neither assign nor transfer any of its rights and/or obligations of this Agreement without express written consent of ACHD.

3.7 Attorney Fees. The prevailing party in any legal action brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorney fees.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective the day and year first written above.

**DEVELOPER:**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**ADA COUNTY HIGHWAY DISTRICT:**

\_\_\_\_\_  
Timothy R Morgan  
Supervisor, Development Review

[Notary acknowledgments follow.]

