



City of Havre de Grace

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PUBLIC WORKS/MAINTENANCE AGREEMENT: ROADS

THIS AGREEMENT, made this ____ day of _____ 20__ by the CITY OF HAVRE DE GRACE, MARYLAND, a body corporate and politic of Harford County and the State of Maryland, hereinafter referred to as "City" and _____ singularly or collectively as "Developer".
Name of Developer

WHEREAS, the Developer has requested a public works agreement for the proposed subdivision or area known as _____ located _____ within the City Limits of Havre de Grace.

WITNESSETH, that for and in consideration of the mutual covenants and promises contained herein, the parties intending to be legally bound hereby agree as follows:

1. The property for which this public works agreement is executed is owned by _____
2. The primary mode of development proposed in the subdivision is residential.
3. The Developer shall construct the roads as follows:

<u>ROAD NAME</u>	<u>LENGTH</u>	<u>LOCATION</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Plat: _____

4. The Developer, as an express condition precedent to the approval of a final subdivision plat, agrees to construct the above-mentioned road(s) and any necessary appurtenances as set forth in the approved construction plans pertaining to the project and any specification and designs required by the Director of the Department of Public Works, City of Havre de Grace law, or rules or regulations. The construction plans and any general notes, sediment control notes, sequences of operation, and the like, are incorporated herein by reference.

5. The Developer shall construct _____;
 _____;
 all in accordance with the road plan submitted by _____
 and approved on _____
 date.

6. All construction costs shall be paid by the Developer.

7. The City agrees, upon successful completion of construction of said road(s), appurtenances and required drainage facilities, that it will accept said roads into the City road system.

8. The execution of this agreement and the provision of required security shall constitute consideration for the City accepting the roads constructed by the Developer into the City road system.

9. The City agrees to proceed with the approval of the final plat in the ordinary course upon the first of either completion or acceptance of construction required by the public works agreement or execution of this agreement and the posting of the estimated cost, in the form of a bond or letter of credit, acceptable to the City Attorney.

10. The parties agree that the following is a schedule of estimated costs for the project:

	QUANTITY	ORIGINAL ESTIMATE	% COMPLETE	ESTIMATED COST
Clearing & Grubbing				
Earthwork				
Drainage				
Sediment & Erosion Control				
1.5" Asphalt Surface				
2.5" Asphalt Base				
7" graded Aggregate Base				
Mountable Concrete Curb & Gutter				
Traffic Maintenance				
GRAND TOTAL				

11. Developer shall post security with the City, naming City of Havre de Grace as obligee, in a sum sufficient to cover the construction costs described herein. Said security may be demanded by the City in the event Developer, or Developer's Surety, does not comply with the terms and conditions of this Agreement and the City completes any or all remaining work under this Agreement. Said security may include, but is not limited to, a bond from Developer's Surety, a letter of credit from Developer's Surety or cash from the Developer.

12. Construction required by this Agreement must be completed on or before one year from this agreement execution date. If the construction required by this Agreement is not completed on or before one year from this agreement execution date, the Director of the Department of Public Works ("the Director") may, in his or her discretion, declare that the Developer is in default of this Agreement. Whenever the Developer shall be declared by the Director to be in default under this Agreement, the Developer and/or Developer's Surety, may, within fifteen (15) days after notice of default from the Director, notify the Director of its election to either promptly proceed to remedy the default or promptly proceed to complete the Agreement in accordance with and subject to its terms and conditions. In the event the Developer, and the Developer's Surety, if applicable, does not comply with either of the above-stated options, the Developer's Surety, or Developer, when applicable, will immediately forfeit and pay to the City all or part of the secured sum, as demanded by the Director. The Director, in the Director's discretion, shall be allowed to enter upon the subject property and have any and/or all remaining work under the Agreement completed. The Developer and/or Developer's Surety remains liable hereunder for all expenses of completion up to the sum being retained by the City as security. In the event the Director has any or all remaining work completed under the Agreement and the expenses of completion exceed the amount of the secured sum, the Developer shall remain liable to the City for any and all expenses exceeding the secured sum and indemnify and save the City harmless from any and all claims for damages to persons or property arising from the acts or omissions of the Developer.

13. Upon acceptance the Developer will deed to the City a good and marketable title to any rights-of-way and/or easements shown for the road and drainage facilities in fee simple, free and clear of all liens and encumbrances. The Developer shall deliver an affidavit indicating that all contractors, subcontractors and materialmen who have performed work on roads and storm drains being accepted by the City within the subdivision have been paid for all work done and materials furnished in accordance with the contractual agreements with them.

14. Upon written recommendation for acceptance from the Department of Public Works, payment of any delinquent financial obligations to the City for the subject development, and receipt of the deed, attorney's title certificate and the affidavit, posted security will be reduced to an amount being not less than ten percent (10%) of the cost of construction as estimated and shown on the **City of Havre de Grace Road/Storm Drain Estimate**. The parties agree that said posted security shall be maintained for period of not less than one (1) year from and after the final acceptance of work performed under the terms and conditions of the Public Works Agreement, and shall cover costs associated with the correction of latent defects in materials and/or labor in the roads and storm drain facilities and damages resulting from construction equipment and vehicles during the maintenance period. The City shall duly notify the Developer and Developer's Surety of any and all defects or damages and shall specify when the work to repair said defects or damages must be completed. The Director of the Department of Public Works may further require, in his or her

discretion, that all or part of the amount specified in the bond or letter of credit be forfeited, if the Developer, or Developer's Surety, when applicable, does not repair all defects or damages within the time period specified by the City and the City completes any or all specified repairs.

15. Neither the Owner nor the Developer may assign any of their rights, privileges, or immunities under this Agreement without prior written consent of the City. Consent may be withheld in the sole and absolute subjective discretion of the City. In the event of an assignment, the terms and conditions of this Agreement will be the sole responsibility of the assignee.

IN WITNESS WHEREOF, the parties hereto have signed their names and affixed their seals the day and year first above written.

Attest/Witness:

Developer

Printed Name and Title Date

Attest/Witness:

CITY OF HAVRE DE GRACE, MARYLAND

BY: _____
DIRECTOR OF ADMINISTRATION

Approved for legal sufficiency this
___ day of _____, 20__

CITY ATTORNEY

Recommended for approval this
___ day of _____, 20__

DIRECTOR OF PUBLIC WORKS