



City of Havre de Grace

711 PENNINGTON AVENUE, HAVRE DE GRACE, MARYLAND 21078
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410- 939-1800
410- 575-7043

PUBLIC WORKS/MAINTENANCE AGREEMENT: SIDEWALKS

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," party of the first part, and _____ singularly or collectively as "Developer," party of parties of the second part.

WHEREAS, the Developer has requested a public works agreement for the proposed subdivision or area known as _____.

WITNESSETH, that:

1. The property for which this public works agreement is concerned with is owned by _____
2. The primary mode of development proposed in the subdivision is residential.
3. The Developer shall construct sidewalks on the following roads:

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

4. The Developer, under the express condition precedent to the approval of a final subdivision plat, agrees to construct the above-mentioned sidewalk(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. All construction costs shall be paid by the Developer.

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

	QUANTITY	ESTIMATED COST
5' Concrete Sidewalks		
Handicap Ramps		
	GRAND TOTAL	

7. Developer shall post security with the City, 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.

8. Construction required by this Agreement must be completed on or before _____. If the construction required by this Agreement is not completed on or before _____, 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, then 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. The Developer's Surety, or Developer when applicable, will immediately forfeit and pay to the city all or part of secured sum, as demanded by the Director. 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.

9. 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