

Date: A

Subdivision: A

STANDARD AGREEMENT FOR CONSTRUCTION AND INSTALLATION OF PUBLIC IMPROVEMENTS AND UTILITIES IN SUBDIVISIONS

Agreement made this ^A day of ^A 199[^], by and between the TOWN OF GLASTONBURY, hereinafter called the "Town", a municipal corporation having its territorial limits within the County of Hartford and State of Connecticut, acting herein by its Planning Commission, _____, of the Town of ^A, County of ^A and State of ^A, owner or owners of record of property for which a final subdivision plan has been approved, and the heirs, executors, administrators, successors and assigns of said owner or owners, hereinafter called the "Subdivider".

WITNESSETH:

WHEREAS, the Town by vote taken on the ^A day of ^A 19[^], by its Planning Commission, has approved a subdivision known as "^A", said vote reading as follows: _____ ; and

WHEREAS, the Subdivider desires to proceed with the construction and installation of public improvements and utilities in said subdivision in accordance with the specifications, ordinances, codes, regulations and standards of the Town and *as* shown on a Public Improvements and Utilities Map entitled: "^A"; and

WHEREAS, the utilities *as* may be shown on said map are to be installed and constructed by, on behalf of, or by separate agreement with private utility companies or public agencies having jurisdiction over such public improvements, which terms shall be deemed to include, without limitation, all streets, sanitary sewers, curbs, gutters, sidewalks, storm drainage, all erosion prevention measures, and all work on natural or relocated watercourses, whether within or without the boundaries of the subdivision, hereinafter called the improvements, *as* may be shown on said map or otherwise required by the Planning Commission are to be installed and constructed by, on behalf of, or under contract with the Subdivider; and

WHEREAS, the estimated cost of constructing and installing the improvements, said estimated costs having been approved by the First Selectman and the Town Engineer, is ^A (\$A.00) Dollars, and the Subdivider has filed with the First Selectman ^A (\$^A.00) Dollars as surety securing to the Town the actual construction and installation of the improvements, which surety represents ninety-five percent (95%) of said estimated cost; and

WHEREAS, the Subdivider has deposited with the First Selectman ^A (\$^A.00) Dollars *as* a deposit against which the Town may draw to defray the costs of maintenance and repair of the improvements and the costs of any necessary repairs to the improvements reasonably resulting from defects in workmanship or materials during the construction or maintenance period, which deposit represents five percent (5%) of said estimated costs. This Agreement shall be reviewed on its anniversary and adjusted to secure an adequate surety amount.

NOW, THEREFORE, be it agreed between the parties hereto, acting under the authority of the Subdivision and Resubdivision Regulations of the Town of ^A effective [^], 199[^], and may therefore be amended as follows:

THE TOWN AGREES:

1. To accept by appropriate resolution of the Town body having jurisdiction those improvements which have been dedicated to the Town upon recommendation of the Commission and certification by the First Selectman and Town Engineer, that the Subdivider has fulfilled all the terms of this agreement and has completed the construction and installation of the improvements in accordance with the plans, specifications, ordinances, codes, regulations, and standards of the Town.
2. To release, following said acceptance, any surety company bond, cash bond, or savings account assignment securing to the Town the actual construction and installation of the improvements, and to return to the Subdivider any balance of said deposit, with an itemization of any charges thereto, one year following said acceptance and upon conclusion of the maintenance period.

THE SUBDIVIDER AGREES:

1. To construct and install the improvements at no expense to the Town in accordance with said Subdivision and Resubdivision Regulations, said final subdivision plan, including the public improvements and utilities map, Standard Specifications for the Design and Construction of Subdivision Improvements effective ^, 199^, and *as* thereafter amended, applicable laws, regulations, standards, codes or ordinances of the Town and State of Connecticut, and any terms or conditions established by said Commission and herein contained.
2. To construct and install the improvements complete in every detail, in a good and proper manner, as directed by the First Selectman or his/her authorized agent, and in

conformance with standard engineering and construction practices within one (1) year from the date of approval of said subdivision by said Commission or within an earlier time *as* prescribed by said Commission, except as such completion date may be extended by said Commission.

3. The Subdivider agrees that he shall at all times indemnify and save harmless the Town and its respective officers, agents and servants, on account of any and all claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of injuries (including death) sustained by, or alleged to have been sustained by the servants, employees or agents of the Town, or of the Subdivider, any contractors employed by him or any subcontractor of material man, and from injuries (including death) sustained by or alleged to have been sustained by, the public, any or all persons on or near the work, or by any person or property, real or personal (including property of the Town), caused in whole or in part by the acts or omissions of the Subdivider, any contractor employed by him or any subcontractors or material man or any one directly or indirectly employed by them or any of them while engaged in the performance of any work covered by this Agreement and during any maintenance period specified therein.
4. The Subdivider shall, in part, secure his obligations under this standard agreement with the Town of ^A by maintaining at his own expense at least the following forms of insurance, in such amounts *as* set forth in the Subdivision Regulations or otherwise:
 - (a) Owners' protective liability and property damage insurance for and in the name of the Town of ^A and covering all claims against the Town arising out of this agreement.

- (b) Public liability and property damage insurance, including coverage for acts of subcontractors, for all liability assumed under this agreement and where applicable, coverage for use of explosives, for collapse of buildings and damage to underground properties, and coverage by any law or municipal ordinance or regulation.
 - (c) Standard automobile liability and property damage insurance, including coverage for hired or borrowed cars.
 - (d) Workmen's Compensation and Employer's Liability Insurance, as provided by Connecticut law and custom.
5. To permit the Town to draw upon said deposit to defray the costs of maintenance and repair of the improvements or utilities prior to their acceptance by the Town, including but not limited to snowplowing, cleaning of drainage facilities, and street sweeping, and to defray the costs of any necessary repairs to the improvements or utilities reasonably resulting from defects in workmanship or materials during the maintenance period of one year following said acceptance, provided that the Town, except in cases of emergency, shall notify the Subdivider at least seventy-two (72) hours in advance of said repair and maintenance; and to deposit an additional sum with the Director of Administrative Services, such sum not to exceed the amount of the original deposit, if at any time the original deposit should prove insufficient to defray any such costs incurred by the Town. No principal or interest will be withdrawn from any surety or maintenance account before release from this agreement by the Town. All principal and interest shall become property of the Town, upon default, for the purposes specified in this Agreement.

ADDITIONAL OR SPECIAL CLAUSES

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this
day of ^, 199^, at ^, Connecticut.

Signed and Sealed in
the Presence of

TOWN OF A

BY: _____

1st Selectmen or His Designee

SUBDIVIDER

BY: _____

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^[Title]
