

PERFORMANCE AGREEMENT

THIS AGREEMENT made this _____ day of _____ at Springfield in the County of Hampden and Commonwealth of Massachusetts by and between

_____, hereinafter called the Subdivider and THE CITY OF SPRINGFIELD, a municipal corporation located within said County of Hampden, acting through its Planning Board, hereinafter called the City.

WITNESSETH:

WHEREAS the subdivider has petitioned the City for improvement of certain private ways designated as shown on a plan and profile entitled:

Engineer:

Scale:

Date:

which plan and profile has been submitted to the City Planning Board and is on file in the office of said Board, NOW, THEREFORE, in consideration of the approval of said plan and profile by the Planning Board of said City, the Subdivider agrees with the City to complete all items in this Performance Agreement, as set forth in the Rules and Regulations for the Development of Subdivisions, under the date of May, 1997, within a two (2) year period from the date of this instrument, as follows:

1. Inspection of construction shall be in accordance with paragraph B of Section VII of the aforementioned Rules and Regulations.
2. Preparation of roadway shall be in accordance with paragraph C of Section VII of the aforementioned Rules and Regulations.
3. Utilities shall be installed or constructed in accordance with paragraph D of Section VII of the aforementioned Rules and Regulations.
4. Subbases shall be primed and pavement shall be laid in accordance with paragraph F of Section VII of the aforementioned Rules and Regulations.
5. Sidewalks, if shown on the aforementioned Definitive Plan, shall be constructed in accordance with paragraph G of Section VII of the aforementioned Rules and Regulations.
6. Driveway aprons shall be constructed in accordance with paragraph H of Section VII of the aforementioned Rules and Regulations.
7. Street and traffic signs shall be secured, furnished and/or installed or caused to be installed in accordance with paragraph I of Section VII of the aforementioned Rules and Regulations.
8. Unpaved areas shall be graded, loamed and seeded in accordance with paragraph J of Section VII of the

aforementioned Rules and Regulations.

9. Monuments or bounds shall be installed in accordance with paragraph K of Section VII of the aforementioned Rules and Regulations.
10. All rights-of-way shall be cleared in accordance with paragraph L of Section VII of the aforementioned Rules and Regulations.
11. SPECIAL CONDITIONS:
12. Street curbs shall be constructed in accordance with paragraph E of Section VII of the aforementioned Rules and Regulations.
13. All construction will be in conformance to the following specifications and regulations: The Massachusetts Department of Public Works Standard Specifications for Highways, Bridges and Waterways, 1973 Ed.; the Massachusetts Department of Public Works Construction Manual, Part 3, dated May 1966; the Revised Ordinances of the City of Springfield, 1963; the Subdivision Regulations of Springfield, April 1968; the Design Standards of the Springfield Department of Public Works; and any revisions, additions, or amendments to the aforementioned specifications and regulations.
14. Upon completion of all items specified in paragraphs one (1) through twelve (12), the Subdivider shall file with the Planning Board an Engineer's Certificate (SPB-Form G) attesting to the satisfactory performance and completion of all items set forth within this Agreement and the Rules and Regulations for the Development of Subdivision of the Springfield Planning Board, as adopted under date of May 1997.
15. In the event the ways described in this Performance Agreement are laid out as public ways subsequent to the date of that Agreement, the Subdivider agrees to complete the work required by the Performance Agreement nevertheless, first complying with Section 45 of Chapter 22 of the Revised Ordinances of the City of Springfield.
16. To furnish the Planning Board with a performance in the construction of _____ to secure the Subdivider's

If the subdivider neglects or refuses to perform all of the undertakings herein required within the time specified, or any extension thereof, the City, by written notice to the Subdivider, may terminate the latter's right to proceed with such undertakings. In such event, the City may cause such unfinished work to be completed and thereafter deduct the cost thereof from the security deposited hereunder.

If the Subdivider recognizes the right of the Planning Board, the Director of Public Works and/or their authorized agents to issue a cease and desist order if construction is found out not to be in accordance with this Agreement.

17. If, by the expiration date of this Performance Agreement, the ways and utilities have not been properly constructed, then the Planning Board reserves the right to exercise any one of the following options:
 - A. Grant the Subdivider an additional specified time extension to complete the necessary work under the terms of this Performance Agreement.
 - B. Renegotiate a new Performance Agreement which may contain a new time limit and a new bonding amount which, in part, will reflect any new costs of materials or labor which have occurred during the time period of the original Performance Agreement. In addition, the Planning Board may adjust

the percentage of work which the new bonding amount is intended to cover.

- C. Refuse further time extensions and utilize the bond (if any) for the completion of the work specified in the Performance Agreement. In instances when the bonding amount is insufficient for the amount of work left to do, the City of Springfield or its agent shall complete the work and bill the Subdivider for the costs in excess of the bond.

IN WITNESS WHEREOF the said parties have caused these presents to be signed, sealed, and delivered the day and year first above written.

SUBDIVIDER

BY _____

**PLANNING BOARD
SPRINGFIELD, MASSACHUSETTS**

BY _____

Approved as to form:

Approved:

Associate City Solicitor

Chief Financial Officer

Mayor

Receipt of original hereof, together with

BY _____
Office of Planning & Economic Development