

File # _____
Project Address _____
Contact Person _____
Mailing Address _____

Contact Phone _____ |
Contact Email _____

AGREEMENT TO CONSTRUCT INFRASTRUCTURE IMPROVEMENTS

At the request of _____ (“Owner/Developer”), South Salt Lake City (“City”) has approved the development and improvement of certain property located at _____ (address) (“the Property”) and more particularly described in Exhibit A attached hereto. One component of City approval to develop and improve the Property is Owner/Developer’s obligation to construct infrastructure and landscaping improvements consistent with Civil Infrastructure Improvement Plans and Specifications, as well as Landscaping Plans and Specifications, the Owner/Developer has submitted to and received written approval from the City Engineer and, as applicable, the Community Development Director. Such plans and specifications are on file in the Engineering and Community Development Departments, respectively [_____ (file number)] (together, “Infrastructure Improvements”). Owner/Developer’s obligation to construct Infrastructure Improvements according to the approved Plans and Specifications on file with the City shall vest upon Developer’s commencement of construction on, and its development and improvement of, the Property.

Owner/Developer shall submit to the City a certificate of general liability, demonstrating that the City is an additional insured in the minimum amount of \$1,000,000 (One Million Dollars) per occurrence and at least \$2,000,000 (Two Million Dollars) in the aggregate for any act or omission giving rise to a claim that has occurred during the course of performance of any obligation under this Agreement throughout the period between the execution of this Agreement, the final acceptance by the City of the last work to be performed hereunder by or for Owner/Developer, and the expiration of any warranty period applicable to such work. Owner/Developer shall obtain and maintain in full force and effect general public liability and property damage insurance from an insurance company authorized to issue insurance in the state of Utah that is reasonably acceptable to the City, sufficient to indemnify the City as required by this paragraph. Said insurance shall be established with the City listed as an additional named insured. Required insurance coverage provided by Owner/Developer shall be primary and shall include a waiver of subrogation respecting any other insurance carried by the City. A certificate from the insurance carrier evidencing that Owner/Developer has complied with the insurance requirements stated herein shall be delivered to the City as a condition precedent to the City’s obligations and responsibilities under this Agreement. Owner/Developer is responsible for full compliance with applicable Federal and State of Utah Occupational Safety and Health Administration Regulations (29 C.F.R. 1926.652 or elsewhere) relating to trenching operations and the American National Standards Institute’s safety requirements for working in confined spaces, and all other applicable health and safety requirements.

Owner/Developer may deviate from the Approved Plans and Specifications on File with the City Engineering Department only upon the execution of a specific written change order to the plans signed in advance by the City Engineer.

Owner/Developer may deviate from the Approved Plans and Specifications on File with the Community Development Department only upon the execution of a specific written change order to the plans signed in advance by the Community Development Director.

Owner/Developer’s submission of “as built” plans and specifications to the City Engineer and the Community Development Director of all installed Infrastructure Improvements is a condition precedent to City’s formal acceptance of the Infrastructure Improvements. City acceptance of any portion of the Infrastructure Improvements shall be in writing and signed by the City Engineer with regard to streets, storm water, sewer, and water, or the Community Development Director, with regard to required landscaping and irrigation.

City acceptance of all or any portion of the required Infrastructure Improvements shall be invalid unless the Owner/Developer has:

1. Repaired any damage to public infrastructure;
2. Submitted to the City Engineer, and the City Engineer has accepted conforming “as built” plans and specifications;
3. Submitted executed all required suppliers, mechanics’, and materialmen’s’ claim lien releases for all work performed in the public or private rights of way, or on public property;

4. Executed an Infrastructure Improvement Warranty and Warranty Deposit in the amount consistent with state law and approved by the City Engineer.

Dated this ___ day of _____, 20__

Owner/Developer

Print Name _____

STATE OF UTAH)

: ss.

County of _____)

On this ___ day of _____, 20__, before the undersigned notary public in and for the said state, personally appeared _____, known or identified to me to be the _____ of _____, a Utah limited liability company, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

NOTARY PUBLIC

City

City Engineer

Community Development Director

Approved as to form

City Attorney