

PUBLIC WORKS AGREEMENT
Private Roads - Residential



CALVERT COUNTY, MARYLAND
Department of Public Works

This Public Works Agreement is entered into on _____, by and
(Date)
between _____, whose address is
(Subdivider)
_____ hereinafter
(Subdivider's Mailing Address)
referred to as "Developer," and the Board of County Commissioners of Calvert County, Maryland,
hereinafter referred to as, "County," acting by and through the Calvert County Department of
Public Works, hereinafter referred to as, "DPW."

Recitals

1. The Developer is in the process of building a residential or commercial/industrial subdivision in Calvert County, Maryland.
2. As part of the subdivision, the Developer intends to construct a private road or roads identified as Common Access Drives, Resource Conservation Roads, Private Lanes, or Shared Drives, and other improvements and amenities that will serve the lots to be created within the subdivision.
3. The parties are entering into this agreement to insure that the improvements and amenities will be completed and to set forth the terms and conditions under which the said roads are to be constructed.

Agreement

1. Subdivision. The Subdivision to which this agreement pertains is located in _____, in the _____ election district of Calvert County,
(Town – recognized by Post Office) 1st, 2nd, 3rd)
Maryland, and is known as _____,
(Subdivision Name, Phase, Section, etc.)
as per plat thereof recorded among the plat records of Calvert County, Maryland, at
Liber _____, folio _____.
The lots to be served by road(s) are lots numbered _____.

2. Road(s). The road(s) to be built pursuant to this agreement is/are shown on the above-described plat and identified as:

	Road Name	Length	Station Nos.	Location
1.				
2.				
3.				
4.				

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3. Road Construction. The Developer, in consideration of approval of the road construction plans, agrees to construct the road(s), appurtenances, and any required drainage facilities, and amenities and improvements, in the manner set forth in such plans and specifications. The construction plans approved for this project are identified as _____, which plans and specifications are incorporated herein by reference. The Developer shall assume all construction costs. The Developer shall also furnish to DPW copies of widening strip deeds required of the subdivision approval, if applicable.

4. Road Construction Bonding – The road(s) and associated construction shall be guaranteed by the Developer through the posting of surety(s) as required by this agreement, in accordance with the 2012 edition of the Calvert County Road Ordinance, (Part 5, Article XVIII, ss 104-59). The surety(s) shall be in the form of cash, letter(s) of credit, or bond(s) using a form approved by the County. The surety(s) shall guarantee that the work undertaken in this agreement shall be completed in a timely manner according to the approved construction plans identified above and the specifications set forth in the Calvert County Road Ordinance for the type of road to be constructed. The phases of work to be guaranteed shall include base construction, base maintenance and surface construction. Calculation of the penal amount of the surety(s) shall be based on the construction figures shown on the Schedule of Costs attached hereto as Exhibit 1, and the calculation shown on the Office Report attached hereto as Exhibit 2 (Summary of Schedule of Costs).

The Developer may elect to bond the road construction in one of two ways. The first method allows a lower penal amount to be guaranteed, but prohibits the Developer from commencing construction of buildings until the base road construction is completed. The second method requires a greater penal amount, but permits the Developer to construct roads and buildings simultaneously.

Bonding Method A – The developer shall post surety(s) guaranteeing base construction and maintenance, and surface construction. The amount of the surety(s) posted under this option shall equal 25% of the base construction cost and 125% of the surface construction cost guaranteed separately, as approved by the DPW. Upon submission and approval of satisfactory surety(s), Public Works Agreement and other submittals deemed necessary by the DPW, a grading permit shall be issued for road construction. Upon completion and approval of the base road construction, which shall include: the inspection of bituminous base course, certification of materials and proof rolling, submittal of the compaction reports, submittal of Engineering Certification and the submittal of as-built plans, then the DPW shall recommend to the Inspection and Permits Division that building and use and occupancy permits be issued in the normal course. The surety(s) shall remain in full force and effect until the road(s) is/are completed by the Developer and approved by the DPW.

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Bonding Method B – The developer shall post surety(s) guaranteeing base construction and maintenance, and surface construction. The amount of the surety(s) posted under this option shall equal 110% of the base construction cost and 125% of the surface construction cost guaranteed separately, as approved by the DPW. Upon submission and approval of satisfactory surety(s), Public Works Agreement and other submittals deemed necessary by the DPW, a grading permit shall be issued for road construction and the DPW shall recommend to the Inspection and Permits Division that building permits be issued in the normal course. Upon completion and approval of the base road construction, which shall include: the inspection of bituminous base course, certification of materials and proof rolling, submittal of the compaction reports, submittal of Engineering Certification and the submittal of as-built plans, then the DPW shall recommend to the Inspection and Permits Division that Use and Occupancy permits be issued in the normal course. The surety(s) shall remain in full force and effect until the road(s) is/are completed by the Developer and approved by the DPW.

Under no circumstances shall the Developer be permitted to substitute a surety(s) in a lesser amount at any time during the life of this PWA on the basis of partial completion of the base road without prior approval by the director of DPW. Surety(s) reductions may be approved on a case by case basis with the approval of the director.

Final surface construction shall be completed within three years of completion and approval of base road construction; or as may be approved on a case by case basis by the director of DPW.

The Developer has elected to use Bonding Method

5. Maintenance of Road Condition and Traffic. Until the DPW approves the road(s) and the Homeowner's Association (HOA) undertakes maintenance of the road(s), the developer shall provide for the following: (a) maintaining vehicular traffic as per Section 104-76 of the Calvert County Road Ordinance until such time as the road is finally accepted by the HOA for maintenance; (b) the removal of accumulated snow of two (2) inches or greater and/or accumulated ice of one-quarter (¼) inch or greater from the roads covered by this agreement within 12 hours after snow stops falling, or ice accumulates; (c) the repair of any defects in the road such as potholes, within 24 hours of notification by DPW of the defect; (d) the removal of debris and other obstructions from the roadway, such as trash, fallen limbs and animal carcasses within 24 hours of notification by DPW of the presence of the obstruction. Should Developer fail to maintain the road as provided above, the DPW shall be authorized to perform the required maintenance and charge the Developer two times the cost of the maintenance. The Developer shall pay this cost within thirty days of receiving a statement from the County. Payment of the statement shall be one of the items bonded pursuant to the requirements of Paragraph 4 above.

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6. Improvements and Amenities. Developer is required to construct certain improvements and amenities in the subdivision by virtue of the approval of the creation of the subdivision by the Calvert County Planning Commission. The requirements are set forth in a letter granting the Developer, or his predecessor in title, preliminary subdivision approval. Said letter is dated _____, and is incorporated herein by reference. The Developer agrees to construct the improvements and amenities required by the Calvert County Planning Commission in the letter granting preliminary subdivision approval or as contained on the recorded plat of the subdivision. The improvements and amenities to be constructed by the Developer shall include the following items as indicated:

Stormwater Management	_____
Road Signs & Pavement Markings	_____
Interior Street Trees	_____
Recreational Facilities	_____
Focal Point, Plantings	_____
Sidewalks	_____
Trails	_____
Street Lighting	_____

7. Bonding for Improvements and Amenities - The construction of the improvements and amenities referred to above shall be guaranteed by the Developer through the posting of surety(s) as required by this agreement, in accordance with the 2012 edition of the Calvert County Road Ordinance, (Part 5, Article XVIII, 104-59). The surety(s) shall be in the form of cash, letter(s) of credit or bond(s) using a bond form approved by the County. The amount of the surety(s) for each item to be completed shall equal 125% of the construction cost as approved by the DPW and/or the Department of Community Planning and Building. Each surety(s) shall be released upon completion, inspection, and approval by the appropriate agency requiring the related improvements.

8. Bonding for Plantings - The installation of interior street trees, focal point plantings or other improvements requiring planting vegetative matter shall be guaranteed by the Developer through the posting of surety(s) as required by this agreement, in accordance with the 2012 edition of the Calvert County Road Ordinance, (Part 5, Article XVIII, 104-59). The surety(s) shall be in the form of cash, letter(s) of credit or bond(s) using a bond form approved by the County. The amount of the installation cost of the vegetative matter shall be approved by the Department of Community Planning and Building and attached hereto as exhibits. The amount of the surety(s) for each item to be completed shall equal 125% of the installation cost

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as approved by the Department of Community Planning and Building. Each surety(s) shall be released upon verification that the plantings have survived for one year after their installation completion, inspection, and approval by the Department of Community Planning and Building.

9. Grant of Easement. All persons having an interest in the property shall grant an easement to the County permitting the County to enter upon the subdivision property and complete the bonded work in the event the Developer fails to construct the road(s) and install the improvements and amenities set forth in this agreement. The grant of easement shall be presented to the County upon execution of this agreement for recording. Unless the Developer is in default and the County has called the bond, the rights granted under the easement shall expire upon release of the sureties posted to guarantee construction of the improvements and amenities.

10. Indemnification. The developer shall indemnify the County and hold it harmless from all claims rising from subcontractors and materialmen who have performed work on the roads and appurtenances being accepted. If the Developer is a corporation, the person signing this Agreement on behalf of the corporation shall be personally liable for the indemnification extended by this paragraph.

11. Duration of Agreement. All Public Works Agreements shall expire between July 1 and August 31, depending on the date of submission, and are required to be valid for a minimum of 3 years, or as may be approved on a case by case basis by the director of the Department of Public Works. This Agreement shall expire on [_____]. The Developer may
(Between July 1 and August 31, Minimum 3 Years)
request an extension of the Public Works Agreement, in writing to the DPW stating the reasons an extension should be granted. It shall be the responsibility of the Developer to request an extension prior to the expiration of the Agreement. Renewal of the Public Works Agreement will be subject to redraft and escalation of schedule of cost prices thereby increasing the amount of Bonding and Inspection Fees as set forth herein. It shall be the responsibility of the Developer to request an extension 90 days prior to the expiration of the Agreement.

12. Nonperformance of Work. If work is not completed, collateral shall, at the discretion of the Director of Public Works, be forfeited, or the Surety(s) (if bonded) shall be required to complete all of the construction according to such plans, specifications and design standards as approved for this Agreement by the Director of Public Works.

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13. Binding Effect. This Public Works Agreement shall be binding on the parties, their successors, heirs and assigns.

IN WITNESS THEREOF, the parties hereto have executed this Public Works Agreement referred to as PWA # _____.

Individual Developer:

Name of Individual (print)

Signature

Telephone

Partnership Developer:

Name of Partnership (print)

By: _____
(print)

Signature

Telephone

Limited Partnership Developer:

Name of Limited Partnership (print)

By: _____
General Partner, (print)

Signature

Telephone

Limited Liability Company Developer:

Name of Limited Liability Company, (print)

By: _____
(print)
Title: _____
(print)

Signature

Telephone

Corporate Developer:

Name of Corporation (print)

By: _____
(print)

Title: _____
(print)

Attest:

Corporate Secretary

Name

Signature

Telephone

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TEMPORARY EASEMENT

THIS GRANT OF EASEMENT, made this _____ day of _____, 20____ by and between _____, hereinafter called "Grantor" and the Board of County Commissioners of Calvert County, Maryland, a body corporate and politic, hereinafter called "Grantee."

WHEREAS, the Grantor holds fee simple title to a certain property located in the _____ Election District of Calvert County, Maryland; and

WHEREAS, the Grantor or contract purchaser, or the authorized agent to develop the property has entered into Public Works Agreement # _____ with the Grantee for the construction of roads and certain improvements in the subdivision known as _____, per plat thereof recorded among the plat records of Calvert County, Maryland at Liber _____, folio _____; and

WHEREAS, the Grantor desires to grant to the Grantee access to the said subdivision property so that the Grantee may cause the improvements required by the Public Works Agreement to be completed in the event Grantor or contract purchaser, or the authorized agent to develop the property fails to complete them,

WITNESSETH, that the Grantor grants and conveys unto the Grantee, its successors, assigns and agents, a temporary easement to enter upon Grantor's property located in the _____ Election District and described on attached schedule A. Grantee, its successors, agents and assigns shall have the right to enter upon the property to complete the work set forth in Public Works Agreement # _____, if grantor fails to complete the work as required under the agreement. Grantee shall return any land disturbed during the execution of the work to the condition it was in immediately prior to the performance of any work. This easement shall expire when all the work required under the Public Works Agreement has been completed and the sureties guaranteeing the performance of the work have been released.

IN WITNESS WHEREOF, the undersigned hereto set their hands and seals.

WITNESS:

Name (print)

BY: _____

Name (print)

Title (print)

Name of Entity (print)

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TEMPORARY EASEMENT - CONTINUED

STATE OF MARYLAND, CALVERT COUNTY, to wit:

I HEREBY CERTIFY, That on this _____ day of _____, 20____, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared, _____(NAME), _____(TITLE)the Grantor or a duly authorized agent, for the purpose of making this affidavit, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing to be his act, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

_____ | _____
Notary Public

I HEREBY CERTIFY that this document was _____

- Insert "prepared by" when prepared by Owner/Developer
- Insert "prepared under supervision of" when prepared by attorney

Signature

Title (print)

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SCHEDULE A

The grant of easement shall cover the entire subdivision as shown on a plat entitled _____, and recorded in Liber _____, Folio _____, among the Plat Records of Calvert County, Maryland.