

CITY OF FREDERICK
PUBLIC WORKS AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, by and between _____ a _____ (sole proprietorship/partnership/corporation) having its principal offices at _____

_____ (hereinafter referred to as "DEVELOPER") and the City of Frederick, Maryland, a municipal corporation (hereinafter referred to as "CITY").

WHEREAS, DEVELOPER intends to construct _____

(provide detailed description of the improvements and location of the project), located within the City of Frederick, Maryland; and

WHEREAS, in order for DEVELOPER to obtain permission from the CITY to construct the above-referenced improvements, the DEVELOPER has agreed to pay for and provide _____ (cash, certified check, cashiers check, letter of credit, bond) in the total amount of _____

_____ in favor of the CITY to guarantee completion of the public improvements in accordance with CITY specifications.

NOW, THEREFORE, in consideration of the above promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto for themselves, their successors and assigns, they do each hereby agree as follows:

1. DEVELOPER does hereby deposit with the CITY _____ (cash, certified check, cashiers check, letter of credit, bond) in a form satisfactory to the CITY in the amount of _____, which is attached hereto as Exhibit A and is incorporated herein by reference. The amount of said deposit is in accordance with a detailed cost estimate, approved by the City Engineer, and attached hereto as Exhibit B and incorporated herein by reference.

2. Said _____ (cash, certified check, cashiers check, letter of credit, bond) is deposited with the CITY to guarantee the construction of those public improvements, as more particularly set forth on the following referenced drawings and plans, with all revisions noted, prepared by _____ and signed by the City Engineer indicating his approval thereof:

dated _____, and approved by the City Engineer on _____.

Said drawings and plans are incorporated herein by reference.

3. It is agreed that the CITY may draw (and the letter of credit / bond shall so state) upon the _____ (cash, certified check, cashiers check, letter of credit, bond) all or any part of the monies stated therein should DEVELOPER not complete said public improvements within one year from the date hereof.

4. Notwithstanding the above, DEVELOPER shall remain liable to the CITY for the full cost of any public improvements not completed by the date fixed by the parties hereto.

5. The parties hereto agree that the total amount of said _____ (cash, certified check, cashiers check, letter of credit, bond) may be reduced, by separate agreement, in proportion to the amount of DEVELOPER'S actual completion of specific parts of the work required to be completed by this Agreement.

6. The DEVELOPER shall, prior to release of said _____ (cash, certified check, cashiers check, letter of credit, bond) provide to the City reproducible mylar as-built drawings showing the public improvements as actually built in the field. In addition, the DEVELOPER shall provide to the City a completed "Notice of Construction Completion Compliance Form" as provided by the Maryland Department of the Environment Water Management Administration.

7. This Agreement contains the entire understanding of the parties and may not be amended unless in writing signed by both parties.

8. This Agreement may not be assigned by DEVELOPER without the express written consent of the CITY, which consent will not be unreasonably withheld.

9. This Agreement shall be governed by the laws of the State of Maryland and the DEVELOPER consents to suit in the State of Maryland.

10. This Agreement shall be binding upon the successors, personal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto placed their hands and seals on the day and year first above written.

WITNESS:

(Name of Developer)

By: _____

WITNESS:

CITY OF FREDERICK

By: _____
Randy McClement, Mayor

CITY OF FREDERICK
LEGAL
DEPARTMENT

Reviewed and Approved for Legal Sufficiency:

City of Frederick Legal Department

Last Rev 09/06

