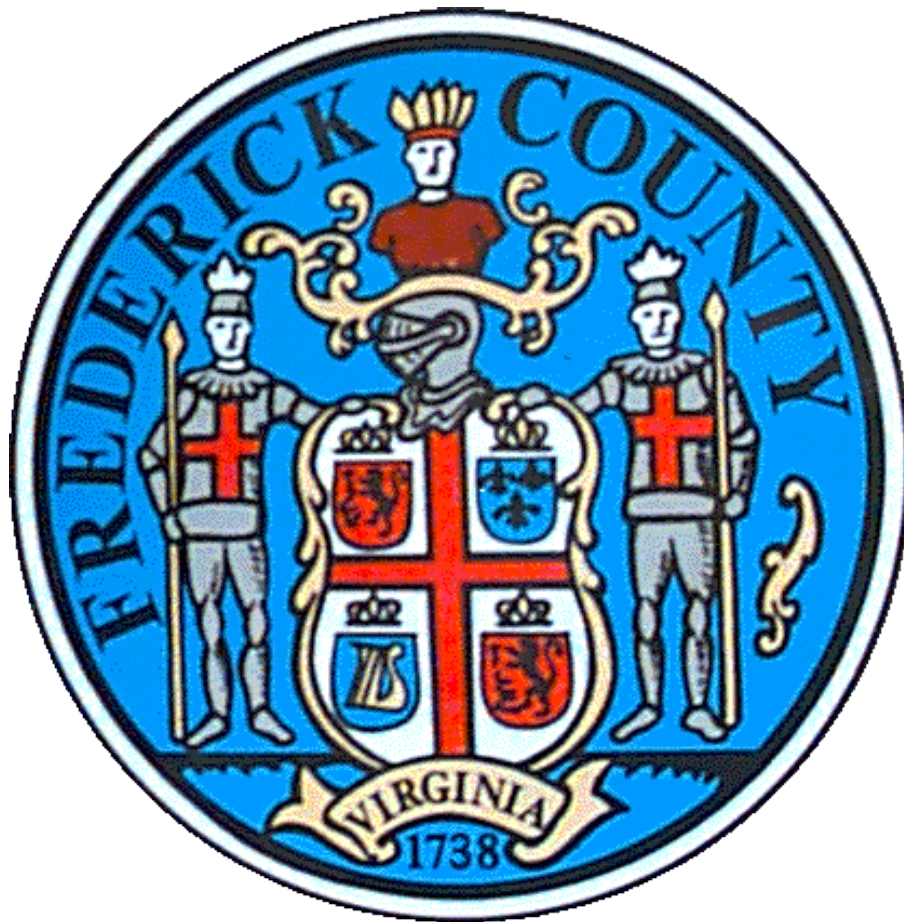


MONETARY GUARANTY & PERFORMANCE AGREEMENT APPLICATION PACKAGE



Frederick County, Virginia

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(Revised 04/03/23)

FREDERICK COUNTY MONETARY GUARANTY PROCEDURE PACKAGE



On May 25, 2022, The Monetary Guaranty and Performance Agreement Policy was adopted by the Board of Supervisors. This information package outlines some the expectations and requirement outlined in the adopted policy. All monetary guaranties must be processed through the Department of Planning and Development and will be provided to the appropriate department for their review.

This package contains the following items:

Bond Management Fee Schedule	Letter of Credit Template
Monetary Guaranty Estimate Worksheet	E&S Control Estimate Worksheet
Corporate Surety Bond Template	Performance Agreement Template

Bond Management Fees

These fees are required to be paid when monetary guaranties and performance agreements are submitted for establishment, reduction, release, and replacement. The fee for each type of request is as follows:

Establishment of Bond	\$500.00
Reduction / Release / Extension	\$300.00
Replacement of Bond	\$300.00

If the monetary guaranty is less than \$10,000.00 no bond management fee is required. If the monetary guaranty is \$10,000.00 or larger, then the above fees will apply.

The Bond Management Fee will need to be paid by a separate check (certified, cashier's or company) and should not be included in the monetary guaranty (letter of credit, corporate surety bond or cash escrow).

Establishing a Monetary Guaranty and Performance Agreement

General Requirements –

Monetary guaranties and performance agreements may be required for public and certain other physical improvements as shown upon subdivision plats, site plans, or such other documents prior to approval of subdivision plats and/or the issuance of a certificate of occupancy.

Initially, the Applicant/Developer will need to submit:

- a) A \$500.00 Fee check
- b) Approval letter or permit certifying plan approval from the relevant department.
- c) Monetary Guaranty Estimate Worksheet and/or Erosion & Sediment Control Measures Guaranty Estimate Form.

If the monetary guaranty is for land disturbance, a receipt will be provided to the Applicant/Developer to provide to the Public Works Department along with their cost estimate. After reviewing, Public Works will then submit the monetary guaranty to the Planning Department for processing.

Monetary Guaranty Cost Estimate & Erosion & Sediment Control Measures Guaranty Estimate Form

Successfully establishing a monetary guaranties will require that the provided Monetary Guaranty Cost Estimate be completed and returned to the Planning Department for review. Additionally, Erosion and Sediment Control Measure Bonds will also require that the Erosion and Sediment Control Measures Guaranty Estimate Form be completed and submitted to the Public Works Department for review. The Units rates included in these worksheets are not subject to change unless agreed to by the Monetary Guaranty Review Group.

These worksheets will need to be completed with the appropriate contingency included (25% E&S/SWM & 10% all other work) and be signed and sealed by a licensed professional engineer or surveyor. If either worksheet is submitted without an engineer or surveyor's seal, it will be returned. The County will review the Monetary Guaranty Cost Estimates to make sure they are complete. If additional information is required, the County will notify the Applicant/Developer that additional information is required to process the guaranty request. After the worksheets have been completed and the guaranty amount established, the County will provide notification to the Applicant/Developer regarding the amount required for the monetary guaranty and performance agreement. The Applicant/Developer can then submit:

- a) Fully executed Performance Agreement (template included)
- b) An acceptable monetary guaranty in an amount equal to the approved cost estimate securing the completion of the Performance Agreement.

Monetary Guaranty Options –

The County accepts three types of monetary guaranty documents: Letter of Credit, Corporate Surety Bond, and Cash Escrow. The required format for a Letter of Credit and a Corporate Surety Bond are attached.

Letter of Credit – **The proper and acceptable Letter of Credit format is Option A. The attached language should be copied onto the lending institution’s official letterhead. Deviations from this format will not be accepted.** Particulars such as project name, address, and parcel identification number should be included. Depending upon the project size in terms of monetary requirements, the lending institution’s credit worthiness will be considered for each project on a case-by-case basis.

Corporate Surety Bond – **the proper and acceptable Corporate Surety Bond format and instructions are attached as Option B. Deviations from this format will not be accepted.** On the signature page of the Corporate Surety Bond the name and address of the Principal and the Surety must be completed. Particulars such as project name, address, and parcel identification number should be included.

Cash Escrow- If the cash escrow monetary guaranty is selected, it should be noted that monetary guaranty amounts over \$10,000.00 may require a delay in processing development approvals until such time as the check clears the account. A Certified or Cashier’s check may expedite the approval process. For other payment options please contact the Frederick County Treasurer’s Office. Failure to do so may result in additional delays.

Period of Monetary Guaranties - All monetary guaranties held by the County will be required to have automatic renewal provisions placed on them. The provisions will stipulate that the monetary guaranty (letters of credit and corporate surety bonds) shall be automatically extended for additional terms of six (6) months from the present or future expiration dates, unless ninety (90) days prior to such date or dates, the bank or financial institution issuing the instrument, notifies the County in writing by certified mail, return receipt requested, that they elect not to renew the monetary guaranty for such additional period.

No monetary guaranties will be accepted by the County which have any handwritten changes. The Applicant/Developer will be required to provide a new document.

The date of execution for any form of monetary guarantee must be the same as or later than the date of the Performance Agreement that the Bond secures.

The County reserves the right to evaluate and accept guaranties from reputable bonding companies. The monetary guaranty which is submitted to the County is required to provide all identifying factors (i.e. Parcel Identification Number, Street Address, Development Name & Section).

Performance Agreements

A Performance Agreement, which shall be supported by an acceptable form of monetary guaranty, shall be required on projects to obligate the developer to construct required improvements pursuant to approved subdivisions, site plans, or proffer conditions in a timely manner.

Performance Agreements shall have a maximum term of five (5) years, if construction of the subject project is not completed within the initial Performance Agreement term, the monetary guaranty amount may require adjustment and subsequent reconsideration and review by the Monetary Guaranty Review Group.

Performance Agreement Extension Request

Any desired extensions of performance agreement shall be conducted in accordance with the current Frederick County Monetary Guaranty and Performance Agreement Policy.

Monetary Guaranty Reduction Request

If an Applicant/Developer wishes to have the monetary guaranty for their project reduced, they need to submit the following:

- a) A written request for reduction of the monetary guaranty amount, signed and acknowledged by the developer who executed the Performance Agreement. This request shall include the Project Name and Letter of Credit Number, Corporate Surety Bond Number or Check Number which the Applicant/Developer is requesting be reduced.
- b) An estimate prepared by a Licensed Professional Engineer (P.E.) or Surveyor that shows the quantities of all bonded improvements in place, complete, and in good condition; As-builts to be prepared and submitted.
- c) Written consent, signed and acknowledged by a duly authorized officer or agent of the corporate surety, banking institution, or other approved surety which provided the monetary guaranty.
- d) A fee check in the amount of \$300.00 if the monetary guaranty is over \$10,000.00
- e) If applicable, a recorded SWM/BMP Maintenance Agreement to establish the responsibility of the property owner for the maintenance of such facility.

This request must be reviewed by both the Planning Department and the Public Works Department and will be processed against the most current approved plan. The County will conduct a site inspection to verify that the requested items have been completed and are in an acceptable stable condition.

Once the review is complete, the Applicant/Developer will be contacted in writing stating whether the request has been approved or denied.

Monetary Guaranty Release Request

If an Applicant/Developer wishes to have the monetary guaranty for their project released, they shall submit to the Planning Department:

1. A set of Record Drawings certified as to construction by a Licensed Professional Engineer (P.E.) or Surveyor.
2. If requested by the County all associated third party inspection reports.
3. A request, in writing, that a joint inspection to be made by VDOT and the Director. This request shall include the Project Name and Letter of Credit Number, Corporate Surety Bond Number or Check Number which the Applicant/Developer is requesting be released.
4. A fee check in the amount of \$300.00 if the monetary guaranty is over \$10,000.00
5. If applicable, a recorded SWM/BMP Maintenance Agreement to establish the responsibility of the property owner for the maintenance of such facility. Such SWM/BMP Maintenance Agreement shall be in a form approved by the County Attorney and executed by the County Administrator.
6. If applicable, a Letter of Map Revision (LOMR) from FEMA.

See the attached Virginia Stormwater Management Program (VSMP) Termination Checklist on Page 7 of this packet or at the link listed below prior to submitting the cancellation request. (<http://www.fcva.us/Home/ShowDocument?id=12384>)

Once the review is complete, the Applicant/Developer will be contacted in writing stating whether the request has been approved or denied. If the request has been denied, once the issue has been resolved the Applicant/Developer will be required to provide the applicable bond management fee of \$300.00 to re-inspect the site.

Please be advised that it is not the responsibility of Frederick County to release any monetary guaranty without a written request from the Applicant/Developer.

Replacement of Monetary Guaranties

When the Applicant/Developer wants to replace a monetary guaranty with another monetary guaranty for the same amount (swapping monetary guaranties), a check in the amount of \$300.00 will need to be submitted, along with the new monetary guaranty document.

MONETARY GUARANTY PACKAGE

MONETARY GUARANTY COST ESTIMATE

EROSION AND SEDIMENT CONTROL MEASURES GUARANTY ESTIMATE FORM





**Monetary Guaranty Estimate Worksheet
Public Improvement & Infrastructure Construction Bond**

Project Name	SP#	Date
Design Firm	Phone	
Contact	Email	

EA - Each / Count	AC - Acre
PIC - Provide Itemized Cost	SY/IN - Square Yard / Inch
LS - Lump Sum / Fixed Cost	CF - Cubic Foot
LF - Linear Foot	CY - Cubic Yard
SY - Square Yards	VF - Vertical Foot

A	Site Preparation	Unit	Quantity	Unit Price	Cost
A1	Mobilization	LS		\$10,000.00	
A2	Clearing & Grubbing (Excludes Building Demo)	AC		\$13,500.00	
A3	Demolition & Disposal (Building materials, Conc, Asph, etc.)	PIC			
A4	Rock Excavation (Blasting)	CY		\$130.00	
A5	Rock Excavation (Hoe-Ram)	CY		\$175.00	
A6	Relocate Existing Utility Pole	LS		\$60,000.00	
A7	Bulk Excavation (Cut / Fill)	CY		\$5.00	
A8	Haul / Transport Cut/Fill (Up to 10 Miles)	PIC			
A9	Other	PIC			
(A) - Site Preparation Total					\$0.00

B	Roadway Construction	Unit	Quantity	Unit Price	Cost
B1	Compacted Sub-Grade Preparation	SY		\$3.50	
B2	Aggregate Base Course (21A/21B)	SY			
	Depth (In)	IN	1.00	\$2.00	
B3	Bituminous Concrete Base Course (BM-25.0)	SY			
	Depth (In)	IN	1.00	\$6.75	
B4	Bituminous Concrete Intermediate Course (IM)	SY			
	Depth (In)	IN	1.00	\$6.50	
B5	Bituminous Concrete Surface Course (SM-12.5A)	SY			
	Depth (In)	IN	1.00	\$6.00	
B6	Cement Treated Aggregate	SY			
	Depth (In)	IN	1.00	\$5.00	
B7	Gravel Shoulder (4" Depth)	SY		\$13.50	
B8	Mill & Overlay (WP-2)	SY		\$25.00	
B9	Header Curb (CG-2 & CG-3)	LF		\$25.00	
B10	Curb & Gutter (CG-6 & CG-7)	LF		\$28.00	
B12	Handicap Ramps (CG-12 - W/Detectable Surface)	EA		\$1,200.00	
B13	Commercial Entrance (CG-11 & CG-13)	SY		\$75.00	
B14	Residential Driveway (CG-9 W/Sidewalk)	EA		\$1,700.00	
B15	Guardrail: Std. W/Blocked-out Beam - GR-2 Strong Post)	LF		\$45.00	
B16	Guardrail Terminal: GR-6 (L=12'-6"), GR-7 (L=6'-3") MB-4 (L=37'-6"); Type I MB-5 (L=27'-1")	EA		\$3,500.00	
B17	Guardrail Terminal Type I GR-8 (L=25')	EA		\$2,300.00	
B18	Guardrail Terminal Type II, GR-8 & MB-5 (L=13'-6")	EA		\$1,500.00	
B19	Traffic Barricade (TB-1)	EA		\$1,650.00	
B20	Underdrain (UD-1, UD-2, UD-3, UD-4)	LF		\$20.00	



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Public Improvement & Infrastructure Construction Bond

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Contact	Email	

EA - Each / Count	AC - Acre
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SY - Square Yards	VF - Vertical Foot

B22	Pavement Markings (Painted)	LF	\$2.50
B23	Pavement Markings (Thermo)	LF	\$7.00
B24	Sidewalk - Concrete 4", No Base (5' wide)	SY	\$57.00
B25	Sidewalk - Bituminous Concrete 2" with 4" Base (5' wide)	SY	\$40.00
B26	Trail - Bituminous Concrete 6' to 10' wide	SY	\$64.00
B27	Street Signs	EA	\$540.00
B28	Traffic Signs	EA	\$425.00
B29	Other	PIC	
(B) - Roadway Construction Total			\$0.00

C	Storm Sewers - Pipes	Unit	Quantity	Unit Price	Cost
C1	Pipe - RCP CL-II - IV (12" - 21")	LF		\$85.00	
C2	Pipe - RCP CL-II - IV (24" - 30")	LF		\$120.00	
C3	Pipe - RCP CL-II - IV (33" - 48")	LF		\$230.00	
C4	Pipe - RCP CL-II - IV (54" - 66")	LF		\$350.00	
C5	Pipe - RCP CL-II - IV (72" - 84")	LF		\$500.00	
C6	Pipe - RCP CL-II - IV (96" - 109")	LF		\$1,000.00	
C7	Pipe - HERCP CL-III (18" - 30" Equivalent)	LF		\$180.00	
C8	Pipe - HERCP CL-III (36" - 48" Equivalent)	LF		\$380.00	
C9	Pipe - HERCP CL-III (54" - 60" Equivalent)	LF		\$675.00	
C10	Pipe - HDPE (8" - 12")	LF		\$45.00	
C11	Pipe - HDPE (15" - 30")	LF		\$115.00	
C12	Pipe - HDPE (36" - 48")	LF		\$170.00	
C13	Pipe - HDPE (54" - 66")	LF		\$275.00	

C	Storm Sewers - Structures	Unit	Quantity	Unit Price	Cost
C14	Manhole with Frame & Cover (MH-1, MH-2, JB-1) ≤ 6' Depth	EA		\$5,000.00	
C15	(MH-1 & MH-2) Additional depth > 6'	VF		\$250.00	
C16	Curb & Drop Inlet - 12" - 30" Pipes	EA		\$7,500.00	
C17	Curb & Drop Inlet - 36" - 48" Pipes	EA		\$10,500.00	
C18	Yard Inlet (DI-6A & DI-6B) - 12" - 24" Pipes	EA		\$5,500.00	
C19	Yard Inlet (DI-6C & DI-6D) - 30" - 48" Pipes	EA		\$7,400.00	
C20	Nyloplast Drain Basin - 18"	EA		\$1,800.00	
C20	Nyloplast Drain Basin - 24"	EA		\$2,400.00	
C20	Nyloplast Drain Basin - 36"	EA		\$3,600.00	
C21	End Section (ES-1 & ES-1A) Conc. - 12" - 36" Cir. Pipes	EA		\$1,500.00	
C22	End Section (ES-1 & ES-1A) Conc. - 42" - 60" Cir. Pipes	EA		\$3,300.00	
C23	End Wall (EW-1A) Conc. - 18" - 24" Equivalent - Ellip. Pipes	EA		\$1,500.00	
C24	End Wall (EW-1A) Conc. - 30" - 36" Equivalent - Ellip. Pipes	EA		\$2,000.00	



Monetary Guaranty Estimate Worksheet
Public Improvement & Infrastructure Construction Bond

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LF - Linear Foot	CY - Cubic Yard
SY - Square Yards	VF - Vertical Foot

C25	End Wall (EW-1A) Conc. - 42" Equivalent - Ellip. Pipes	EA	\$2,500.00
C26	End Wall (EW-1) Conc. - 12" - 36" Cir. Pipes	EA	\$2,000.00
C27	End Wall (EW-2) Conc. - 42" - 60" Cir. Pipes	EA	\$7,600.00
C28	End Wall (EW-2) Conc. - 72" - 84" Cir. Pipes	EA	\$10,900.00
C29	End Wall Double (EW-6) Conc. - 12" - 24" Cir. Pipes	EA	\$1,500.00
C30	End Wall Double (EW-6) Conc. - 30" - 36" Cir. Pipes	EA	\$3,100.00

C	Storm Sewers - Culverts	Unit	Quantity	Unit Price	Cost
C31	Box Culvert 4' X 4' Single	LF		\$450.00	
C32	Box Culvert 5' X 5' Single	LF		\$550.00	
C33	Box Culvert 6' X 6' Single	LF		\$700.00	
C34	Box Culvert 8' X 8' Single	LF		\$900.00	
C35	Box Culvert 10' X 10' Single	LF		\$1,050.00	
C36	Box Culvert Wing Wall (1-Side) - 4' High	EA		\$900.00	
C37	Box Culvert Wing Wall (1-Side) - 5' High	EA		\$1,300.00	
C38	Box Culvert Wing Wall (1-Side) - 6' High	EA		\$1,700.00	
C39	Box Culvert Wing Wall (1-Side) - 8' High	EA		\$3,200.00	
C40	Box Culvert Wing Wall (1-Side) - 10' High	EA		\$4,200.00	

C41	<i>Provide estimate for ALL "oversized" or non-typical Box Culverts and Wing Wall treatments</i>	PIC			
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C	Storm Sewers - Miscellaneous	Unit	Quantity	Unit Price	Cost
C42	Connect to Existing Structure	EA		\$1,100.00	
C43	Plug Pipe 6" - 36"	EA		\$370.00	
C44	Plug Pipe 42" - 60"	EA		\$420.00	
C45	Paved Ditch - Concrete 4"	SY		\$85.00	
C46	Rip-Rap Ditch - CL-I - CL-III (18" Depth)	SY		\$75.00	
C47	<i>Other</i>	PIC			
C48	<i>Other</i>	PIC			

(C) - Storm Sewers Total					\$0.00
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D	Sanitary Sewers - Pipes	Unit	Quantity	Unit Price	Cost
D1	8" SDR-35/26 (Cover < 20')	LF		\$75.00	
D2	8" CL-52 DIP (Cover ≥ 20')	LF		\$90.00	
D3	10" SDR-35/26 (Cover < 20')	LF		\$85.00	
D4	10" CL-52 DIP (Cover ≥ 20')	LF		\$105.00	
D5	12" SDR-35/26 (Cover < 20')	LF		\$95.00	
D6	12" CL-52 DIP (Cover ≥ 20')	LF		\$120.00	
D7	15" SDR-35/26 (Cover < 20')	LF		\$110.00	
D8	15" CL-52 DIP (Cover ≥ 20')	LF		\$140.00	



**Monetary Guaranty Estimate Worksheet
Public Improvement & Infrastructure Construction Bond**

Project Name	SP#	Date
Design Firm	Phone	
Contact	Email	

EA - Each / Count	AC - Acre
PIC - Provide Itemized Cost	SY/IN - Square Yard / Inch
LS - Lump Sum / Fixed Cost	CF - Cubic Foot
LF - Linear Foot	CY - Cubic Yard
SY - Square Yards	VF - Vertical Foot

D9	18" SDR-35/26 (Cover < 20')	LF		\$120.00	
D10	18" CL-52 DIP (Cover ≥ 20')	LF		\$160.00	
D11	21" SDR-35/26 (Cover < 20')	LF		\$130.00	
D12	21" CL-52 DIP (Cover ≥ 20')	LF		\$190.00	
D13	24" SDR-35/26 (Cover < 20')	LF		\$140.00	
D14	24" CL-52 DIP (Cover ≥ 20')	LF		\$220.00	
D15	27" SDR-35/26 (Cover < 20')	LF		\$150.00	
D16	27" CL-52 DIP (Cover ≥ 20')	LF		\$250.00	
D17	30" SDR-35/26 (Cover < 20')	LF		\$165.00	
D18	30" CL-52 DIP (Cover ≥ 20')	LF		\$280.00	
D19	36" SDR-35/26 (Cover < 20')	LF		\$200.00	
D20	36" CL-52 DIP (Cover ≥ 20')	LF		\$300.00	
D	Sanitary Sewers - Structures	Unit	Quantity	Unit Price	Cost
D21	4' Dia. Manhole (W/Frame & Cover) ≤ 8' Depth	EA		\$5,000.00	
D22	<i>Additional depth greater than 8'</i>	VF		\$360.00	
D23	5' Dia. Manhole (W/Frame & Cover) ≤ 8' Depth	EA		\$6,000.00	
D24	<i>Additional depth greater than 8'</i>	VF		\$500.00	
D25	Connect to Existing MH - Core & Boot	EA		\$2,300.00	
D27	Drop Connections	EA		\$1,300.00	
D	Sanitary Sewers - Miscellaneous	Unit	Quantity	Unit Price	Cost
D28	Service Lateral - 4" Residential	EA		\$1,500.00	
D29	Service Lateral - 6" Commercial	EA		\$1,750.00	
D30	Grease Trap	EA		\$5,000.00	
D31	Bypass Pumping (1 Segment / Week / Med. Flow)	EA		\$7,500.00	
D	Sanitary Sewers - Pump Stations	Unit	Quantity	Unit Price	Cost
D32	Suction Lift Pump Station <i>Pump, Macerator, Gen Elec, SCADA, Etc.</i>	<i>Include:</i> PIC			
D33	Grinder Pump Station <i>Pump, Generator, Electrical, SCADA, Etc.</i>	<i>Include:</i> PIC			
D34	Pump Station Enclosure	PIC			
D35	Pump Station Site (Asphalt, Fence, Double Swing Gate)	LS		\$35,000.00	



**Monetary Guaranty Estimate Worksheet
Public Improvement & Infrastructure Construction Bond**

Project Name	SP#	Date
Design Firm	Phone	
Contact	Email	

EA - Each / Count	AC - Acre
PIC - Provide Itemized Cost	SY/IN - Square Yard / Inch
LS - Lump Sum / Fixed Cost	CF - Cubic Foot
LF - Linear Foot	CY - Cubic Yard
SY - Square Yards	VF - Vertical Foot

D36	Pump Sta. Access Road - Aggregate Base Course (21B)	SY		
	<i>Depth (In)</i>	IN	8.00	\$2.00
	Pump Sta. Access Road - Asphalt Surface Course (IM-19)	SY		
	<i>Depth (In)</i>	IN	3.00	\$6.50
D37	Force Main - 1-1/2" - 2" Polyethylene Tubing	LF		\$25.00
D38	Force Main - 3" SDR-21	LF		\$35.00
D39	Force Main - 6" - 8" SDR-21	LF		\$65.00
D40	Force Main - ≥ 12"	PIC		
D41	Other	PIC		
(D) - Sanitary Sewer Total				\$0.00

E	Water Mains - Pipes	Unit	Quantity	Unit Price	Cost
E1	4" Pipe & Fittings - CL-52 DIP	LF		\$60.00	
E2	6" Pipe & Fittings - CL-52 DIP	LF		\$70.00	
E3	8" Pipe & Fittings - CL-52 DIP	LF		\$80.00	
E4	12" Pipe & Fittings - CL-52 DIP	LF		\$135.00	
E5	16" Pipe & Fittings - CL-52 DIP	LF		\$188.00	
E6	20" Pipe & Fittings - CL-52 DIP	LF		\$200.00	
E7	24" Pipe & Fittings - CL-52 DIP	LF		\$220.00	
E8	30" Pipe & Fittings - CL-52 DIP	LF		\$280.00	
E	Water Mains - Appurtenances	Unit	Quantity	Unit Price	Cost
E9	Valve - 4" & 6"	EA		\$1,200.00	
E10	Valve - 8" & 12"	EA		\$2,500.00	
E11	Valve - 16" & 20"	EA		\$5,500.00	
E12	Valve - 24" & 30"	EA		\$8,000.00	
E13	Hydrant Assembly (w/valve)	EA		\$5,500.00	
E15	Air release / Vacuum Valve / Vault	EA		\$6,000.00	
E16	Flushing Assm. w/plug & 25' Over blast - 4" - 12"	EA		\$2,500.00	
E17	Flushing Assm. w/plug & 25' Over blast - 16" - 30"	EA		\$4,000.00	
E	Water Mains - Connections	Unit	Quantity	Unit Price	Cost
E18	Connection to Main - Cut-In (Excl. Valves) - 4" - 12"	EA		\$5,000.00	
E19	Connection to Main - Cut-In (Excl. Valves) - 16" - 30"	EA		\$10,000.00	
E20	Connection to Main - Wet Tap (Excl. Valves) - 4" - 12"	EA		\$8,400.00	
E21	Connection to Main - Wet Tap (Excl. Valves) - 16" - 30"	EA		\$15,750.00	
E22	Service Connection - 5/8" X 3/4" & 1" Meter	EA		\$1,700.00	



**Monetary Guaranty Estimate Worksheet
Public Improvement & Infrastructure Construction Bond**

Project Name	SP#	Date
Design Firm	Phone	
Contact	Email	

EA - Each / Count	AC - Acre
PIC - Provide Itemized Cost	SY/IN - Square Yard / Inch
LS - Lump Sum / Fixed Cost	CF - Cubic Foot
LF - Linear Foot	CY - Cubic Yard
SY - Square Yards	VF - Vertical Foot

E23	Service Connection - 1.5" & 2.0" Meter	EA		\$3,000.00	
E24	Service - ≥ 3" Meter, Fire / Dom (Exterior)	PIC/LS		\$40,000.00	
E25	Service - ≥ 3" Meter, Fire / Dom (Interior)	EA		\$2,000.00	
E	Water & Sanitary Crossings	Unit	Quantity	Unit Price	Cost
E26	Direct Bury Casing - 12" - 20"	LF		\$160.00	
E27	Direct Bury Casing - 24" - 30"	LF		\$200.00	
E28	Direct Bury Casing - 36"	LF		\$290.00	
E29	Pavement Restoration - 4" Depth	SY		\$75.00	
E30	Jack & Bore Casing - 12" - 20"	LF		\$1,000.00	
E31	Jack & Bore Casing - 24" - 30"	LF		\$1,500.00	
E32	Jack & Bore Casing - 36"	LF		\$2,200.00	
E33	Bore & Receiver Pit	EA		\$7,500.00	
(E) - Water Mains Total					\$0.00

F	Landscaping & Plantings	Unit	Quantity	Unit Price	Cost
F1	Street Trees - Deciduous - 2" Caliper	EA		\$650.00	
F2	Street Trees - Deciduous - 4" Caliper	EA		\$1,500.00	
F3	Buffer & Screening - Coniferous - 6' Height	EA		\$300.00	
F4	Buffer & Screening - Coniferous - 8' Height	EA		\$500.00	
F6	Shrubs - 12" - 18"	EA		\$65.00	
F7	Shrubs - 24"	EA		\$85.00	
F8	Other	PIC			
F9	Other	PIC			
(F) - Landscaping & Plantings Total					\$0.00

G	Miscellaneous Site Improvements	Unit	Quantity	Unit Price	Cost
G1	Street Light - w/pole & base	EA		\$5,500.00	
G2	Bollards - Metal / Concrete	EA		\$700.00	
G3	Wheel stop - Conc.	EA		\$70.00	
G4	Trash Enclosure - Wood / Brick 6' HT.)	EA		\$7,000.00	
G5	Tot Lot	EA		\$16,000.00	
G6	Timber Wall - Height ≤ 6'	LF		\$335.00	
G7	Concrete Retaining Wall - Height ≤ 6'	LF		\$565.00	
G8	Concrete Retaining Wall - Height > 6'	LF		\$1,000.00	
G9	Fencing - board on board or chain link	LF		\$50.00	
G10	Other	PIC			
G11	Other	PIC			
G12	Other	PIC			
(G) - Miscellaneous Site Improvements Total					\$0.00



**Monetary Guaranty Estimate Worksheet
Public Improvement & Infrastructure Construction Bond**

Project Name	SP#	Date
Design Firm	Phone	
Contact	Email	

EA - Each / Count	AC - Acre
PIC - Provide Itemized Cost	SY/IN - Square Yard / Inch
LS - Lump Sum / Fixed Cost	CF - Cubic Foot
LF - Linear Foot	CY - Cubic Yard
SY - Square Yards	VF - Vertical Foot

H	Acceptance & Close-Out	Unit	Quantity	Unit Price	Cost
H1	As-Built Survey & Drawings	LS		\$10,000.00	
H2	VDOT Road Acceptance Package	LS		\$10,000.00	
H3	Elevation Certificate	EA		\$1,000.00	
H4	Letter Map Revision (LOMR)	LS		\$8,000.00	
H5	Survey Right-Of-Way Monuments	EA		\$300.00	
(H) - Miscellaneous Site Improvements Total					\$0.00
E&S Controls & SWM / BMP Bond - Completed with LDP Application		Permit		Total	\$0.00
Cost to be excluded from the "Public Improvement & Infrastructure Construction Bond"		No.			
(A) - Site Preparation Total					0.00
(B) - Roadway Construction Total					0.00
(C) - Storm Sewers Total					0.00
(D) - Sanitary Sewer Total					0.00
(E) - Water Mains Total					0.00
(F) - Landscaping & Plantings Total					0.00
(G) - Miscellaneous Site Improvements Total					0.00
(H) - Miscellaneous Site Improvements Total					0.00
Combined Sub-Total					\$0.00
Contingency (10%)					\$0.00
Public Improvement & Infrastructure Construction Bond Total					\$0.00

Name (Print)

Signature / Date

Professional Seal



Monetary Guaranty Estimate Worksheet
Erosion & Sediment Control Measures & SWM / BMP

Project Name	SP#	Date
Design Firm	Phone	
Contact	Email	

<i>EA - Each / Count</i>	<i>AC - Acre</i>
<i>PIC - Provide Itemized Cost</i>	<i>SY/IN - Square Yard / Inch</i>
<i>LS - Lump Sum / Fixed Cost</i>	<i>CF - Cubic Foot</i>
<i>LF - Linear Foot</i>	<i>CY - Cubic Yard</i>
<i>SY - Square Yards</i>	<i>VF - Vertical Foot</i>

Erosion & Sediment Control (VESCH)			Unit	Quantity	Unit Price	Cost
3.01	(SAF)	Safety Fence	LF		\$4.00	
	(SAF)	Chain-link Construction fence (6')	LF		\$30.00	
3.02	(CE)	Construction Entrance	EA		\$2,500.00	
	(CE)	Construction Entrance w/ Wash Rack	EA		\$3,600.00	
3.03	(CRS)	Construction Road Stabilization	SY		\$5.00	
3.04	(STB)	Straw Bail Barrier	LF		\$8.00	
3.05	(SF)	Silt Fence	LF		\$8.00	
	(CFS)	Compost Filter Sock (Silt Fence Alternative)	LF		\$5.00	
	(SSF)	Super Silt Fence	LF		\$13.00	
3.06	(BB)	Brush Barrier	LF		\$2.00	
3.07	(IP)	Storm Drain Inlet Protection	EA		\$175.00	
3.08	(CIP)	Culvert Inlet Protection	EA		\$250.00	
3.09	(DD)	Temporary Diversion Dike	LF		\$5.00	
3.10	(FD)	Temporary Fill Diversion	LF		\$2.00	
3.11	(RWD)	Temporary Right-of Way Diversion	LF		\$1.00	
3.12	(DV)	Diversion	LF		\$10.00	
3.13	(ST)	Temporary Sediment Trap (1 AC.)	EA		\$2,000.00	
	(ST)	Temporary Sediment Trap (2 AC.)	EA		\$2,500.00	
	(ST)	Temporary Sediment Trap (3 AC.)	EA		\$3,000.00	
3.14	(SB)	Temporary Sediment Basin (Include Riser)	EA		\$5,000.00	
		+ \$1,000 per acre to basin	AC		\$1,000.00	
3.15	(TSD)	Temporary Slope Drain	LF		\$5.75	
3.16	(PF)	Paved Flume	SY		\$82.50	
3.17	(SCC)	Stormwater Conveyance Channel (Seeded)	SY		\$10.00	
	(SCC)	Stormwater Conveyance Channel (Sodded)	SY		\$20.00	
	(SCC)	Stormwater Conveyance Channel (EC-2 / Temp.)	SY		\$30.00	
	(SCC)	Stormwater Conveyance Channel (EC-3 / Perm.)	SY		\$40.00	
	(SCC)	Stormwater Conveyance Channel (Rip-Rap)	SY		\$60.00	
3.18	(OP)	Outlet Protection (EC-1, Rip-Rap)	SY		\$60.00	
	(OP)	Outlet Protection (Concrete)	SY		\$150.00	
3.19	(RR)	Rip-Rap	SY		\$60.00	
3.20	(CD)	Rock Check Dams	EA		\$260.00	
3.21	(LS)	Level Spreader	LF		\$250.00	



**Monetary Guaranty Estimate Worksheet
Erosion & Sediment Control Measures & SWM / BMP**

Project Name		SP#	Date		
Design Firm		Phone			
Contact		Email			
3.22	(VSS) Vegetative Streambank Stabilization (EC-2)	SY	\$6.00		
3.23	(SSS) Structural Streambank Stabilization (EC-1)	LF	\$60.00		
3.24	(SC) Temporary Vehicular Stream Crossing	EA	\$2,500.00		
3.25	(USC) Utility Stream Crossing	EA	\$1,800.00		
3.26	(DS) Dewatering Structure	LF	\$3.00		
3.27	(TC) Turbidity Curtain	LF	\$16.00		
3.28	(SD) Subsurface Drain	LF	\$50.00		
3.29	(SR) Surface Roughening	SF	\$0.25		
3.30	(TO) Topsoiling	AC	\$1,500.00		
3.31	(TS) Temporary Seeding	AC	\$2,500.00		
3.32	(PS) Permanent Seeding	AC	\$3,000.00		
3.33	(SOD) Sodding	SY	\$8.00		
3.34	(BE/ZE) Bermuda & Zoysiagrass Establishment	SY	\$7.50		
3.35	(MU) Mulching	AC	\$3,750.00		
3.36	(B/M) Soil Stabilization Blankets and Matting (EC-3)	SY	\$15.00		
3.37	(VEG) Trees, Shrubs, Vines, and Ground Cover	SY	\$25.00		
3.38	(TP) Tree Preservation and Protection	LF	\$10.00		
3.39	(DC) Dust Control	LS	\$500.00		
Erosion & Sediment Control (VESCH) Sub-Total			\$0.00		
SWM & BMP - Non-Proprietary / Constructed		Unit	Quantity	Unit Price	Cost
BMP Facilities					
BMP Treatment Cells (Total)		EA		\$3,000.00	
BMP Facility Storage (Total)		CF		\$4.00	
Detention Facilities (Wet & Dry)					
SWM Risers or Outfall (Total)		EA		\$10,000.00	
SWM Facility Storage (Total)		CF		\$0.51	
Constructed Wetlands		PIC			
Bioswale		PIC			
Vegetative Grass Channel		PIC			
Micro-Bioretenion		PIC			
Infiltration Facility		PIC			
Permeable Pavement		PIC			
Vegetative Roof		PIC			
Rooftop Impervious Disconnection		PIC			
Soil Compost Amendment		PIC			
SWM & BMP - Non-Proprietary / Constructed Sub-Total					\$0.00



Monetary Guaranty Estimate Worksheet
Erosion & Sediment Control Measures & SWM / BMP

Project Name	SP#	Date
Design Firm	Phone	
Contact	Email	

SWM & BMP - Proprietary / Manufactured	Unit	Quantity	Unit Price	Cost
Aqua-Swirl® Stormwater treatment System	PIC			
BaySaver Barracuda	PIC			
BaySeparator™	PIC			
Continuous Deflective Separator® (CDS)	PIC			
Downstream Defender®	PIC			
Dual Vortex Separator (DVS)	PIC			
First Defense®	PIC			
Hydroguard	PIC			
Stormceptor®	PIC			
StormPro	PIC			
Storm Water Quality Unit	PIC			
Terre Kleen™ Hydrodynamic Separator	PIC			
V2B1	PIC			
The Vortechs® System	PIC			
CrystalClean Separator - Single Vault	PIC			
StromTank Module Debris Row	PIC			
Aqua-Filter™ Stormwater Filtration System	PIC			
StormKeeper® Sediment Strip®	PIC			
StromTech® Isolator Row™	PIC			
Stormwater Management StormFilter®	PIC			
BayFilter™ Stormwater Cartridge System	PIC			
Filtrerra Bioretention Systems	PIC			
FocalPoint HPMBS	PIC			
Jellyfish® Filter	PIC			
Modular Wetland System Linear (MWS-Linear)	PIC			
Perk Filter	PIC			
Silva Cell	PIC			
	PIC			
	PIC			

SWM & BMP - Proprietary / Manufactured Sub-Total				\$0.00
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Erosion & Sediment Control Miscellaneous	Unit	Quantity	Unit Price	Cost
Clean & Repair Traps, Basins & Channels (Min. \$20,000 / 33 Hrs.)	PIC/LS		\$20,000.00	

Erosion & Sediment Control Miscellaneous Sub-Total				\$0.00
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Monetary Guaranty Estimate Worksheet
Erosion & Sediment Control Measures & SWM / BMP

Project Name	SP#	Date
Design Firm	Phone	
Contact	Email	

<i>Erosion & Sediment Control (VESCH) Sub-Total</i>		\$0.00
<i>SWM & BMP - Non-Proprietary / Constructed Sub-Total</i>		\$0.00
<i>SWM & BMP - Proprietary / Manufactured Sub-Total</i>		\$0.00
<i>Erosion & Sediment Control Miscellaneous Sub-Total</i>		\$0.00
Combined Sub-Total		\$0.00
<i>Contingency (25%)</i>		\$0.00
Bond Estimate Total		\$0.00

Name (Print)

Signature / Date

Professional's Seal

MONETARY GUARANTY PACKAGE

OPTION A

LETTER OF CREDIT



Frederick County Dept of Planning & Development
107 North Kent Street, Suite 202, Winchester, VA 22601
www.fcva.us 540-665-5651

LETTERS OF CREDIT

A letter of credit in an amount equal to the approved cost estimate shall be furnished by a bank meeting the criteria set forth below. The ability of the banking institution to provide satisfactory performance guarantee will be assessed by the Monetary Guaranty Review Group. Only letters of credit meeting the following minimum conditions shall be accepted.

The banking institution shall:

1. Be insured by the Federal Deposit Insurance Corporation (FDIC);
2. Have office and license to engage in banking in Virginia;
3. Have a SNL Financial (f/k/a Thomson Reuters Bank Insight) national rating (“Bank Rating”) of at least 35; and,
4. Confirm that the total letter of credit exposure of the County at the banking institution is limited to no more than 50 percent (50%) of the institution’s equity capital.

Using the above criteria, the County will determine whether a bank has sufficient financial strength and viability and will ascertain whether or not such bank is a significant credit risk. In the event the County determines that the institution is creditworthy, the County will accept a letter of credit from the institution as security for the Permittee/Developer’s obligations.

Such ratings and other qualifications must be maintained for the life of the letter of credit or the letter of credit shall be replaced by adequate replacement monetary guaranty with 60 days of a written request by the Treasurer.

The letter of credit shall contain the conditions of automatic renewal providing that the letter of credit will automatically be renewed for additional periods of six months unless the Director is notified in writing, by certified mail, with return receipt requested, at least ninety (90) days in advance of the present or future expiration date, that the issuing bank does not intent to renew such letter of credit.

Applicant must include the Property Identification Number (PIN) under property description and name of project section below.

For Erosion & Sediment Control Measures Bonds, applicant must also indicate “Land Disturbance” property and project description section below.

Please be advised that the language on the Letter of Credit Bank Agreement which is attached should be copied or printed onto the lending institution’s official letterhead.

**LETTER OF CREDIT
BANK AGREEMENT**

BENEFICIARY:

County of Frederick, Virginia
107 North Kent Street, Suite 100
Winchester, VA 22601

Re: _____
(Permittee/Developer Name)

AMOUNT: _____

ISSUING BANK: _____

ADDRESS: _____

DATE OF ISSUE: _____

EXPIRATION DATE: _____

ISSUING BANK ABA NO.: _____

We hereby issue our Letter of Credit No. _____ in favor of the County of Frederick, Virginia, to be delivered to the Treasurer, County of Frederick, Virginia, at 107 North Kent Street, Suite 100, Winchester, VA 22601, for the account of

(Permittee/Developer), its agents, successors or assigns for a sum not exceeding _____ U.S. dollars (\$ _____).

This Letter of Credit shall remain in full force and effect for a minimum of one (1) year from the date hereof and shall be automatically renewed for additional terms of six (6) months from the present or future expiration dates, unless and until

_____ (Issuing Bank) shall give ninety (90) days' prior written notice to the County, directed to: "**Director of Planning and Development, Frederick County Planning Department, Suite 202, 107 North Kent Street, Winchester, Virginia 22601**", by certified mail, return receipt requested, that they elect not to renew the instrument for such additional period. During the last thirty (30) days while this Letter of Credit is in force and effect after notice of termination has been given, the County may draw up to the full

amount of the sum when accompanied by a document stating that the Permittee/Developer, specifically _____, has failed to provide an acceptable substitute Letter of Credit or deposit in escrow, and a document stating that “The drawing will be held by the County for the sole purpose of providing for the completion and/or maintenance of the site plan and/or subdivision requirements to the satisfaction of the Director of Planning and Development or his authorized representative.”

This Letter of Credit shall also be terminated upon the Director of Planning and Development or his authorized representative giving written release to the Issuing Bank and Permittee/Developer, stating that the Permittee/Developer, specifically _____, has satisfactorily performed and fulfilled the obligations and requirements of the subject site plan or subdivision.

The above Letter of Credit requires and secures that the Permittee/Developer shall comply with the provisions of Chapter 144, Subdivision Ordinance, Chapter 165, Zoning Ordinance, and/or Chapter 143, Stormwater/Erosion and Sediment Control Ordinance of the Frederick County Virginia Code related to all physical improvements, as detailed below. The balance shall be made available by Frederick County’s sight draft on the above stated Issuing Bank and accompanied by the two statements described below:

(1) A statement signed by the Zoning/Subdivision Administrator for Frederick County, Virginia, or his representative, stating that the Permittee/Developer, _____, has not satisfactorily completed the construction of, and/or satisfactorily maintained, all physical improvements that include, but are not limited to, streets, curbing, gutter(s), sidewalks, above ground utilities and facilities, underground utilities and facilities, recreational facilities, drainage systems, stormwater facilities, erosion and sediment control measures, designated open space and other required improvements located in or on _____ (property description and name of project), as shown on the approved subdivision or site plan.

(2) A statement signed by the Zoning/Subdivision Administrator or his representative that: “The drawing is for the explicit purpose of providing for the completion or maintenance of

a required facility or function pursuant to the requirements of Chapter 144, Subdivision Ordinance, Chapter 165, Zoning Ordinance, and/or Chapter 143, Stormwater/Erosion and Sediment Control Ordinance, of the Frederick County, Virginia Code and pursuant to the agreement of the Permittee/Developer/Beneficiary, or his agent to comply with said ordinance as a condition of the approval of the subdivision or site plan to the satisfaction of the Zoning/Subdivision Administrator.”

We hereby certify to drawers, endorsees, and bona fide holders that all drafts drawn in compliance with the terms of this credit shall be duly honored upon presentation and delivery of the above documents.

This Letter of Credit is subject to the laws of the Commonwealth of Virginia and the Uniform Commercial Code.

Attest: _____

Authorized Signature

Typed or Printed Name

Title

(Revised 03/17/23)

MONETARY GUARANTY PACKAGE

OPTION B

CORPORATE SURETY BOND



Frederick County Dept of Planning & Development
107 North Kent Street, Suite 202, Winchester, VA 22601
www.fcva.us 540-665-5651

CORPORATE SURETY BOND

A corporate surety bond in a face amount equal to the approved cost estimate shall be furnished by an insurance company licensed to transact fidelity and surety insurance in Virginia. The ability of the banking institution to provide a satisfactory performance guarantee will be assessed by the Monetary Guaranty Review Group in consultation with criteria reported in the most recent edition of the Best's Key Rating Guide (Best's) and the most recent annual revision of the U.S. Department of Treasury Fiscal Service Circular 570 (the Treasury Circular). Corporate surety bonds shall be accepted only from sureties listed in Best's:

1. with a rating of Level A or better; and,
2. in a financial size category of Class VIII or higher, and,

Such corporate surety bonds shall be in amounts not exceeding:

- a. those limitations identified in the Treasury Circular, nor
- b. 1.5% of the minimum Adjusted Policyholders' Surplus for the financial size category as listed in Best's.

Such ratings and other qualifications must be maintained for the life of the corporate surety bond, or the corporate surety bond shall be replaced by adequate replacement monetary guaranty with 60 days of a written request by the Treasurer.

Applicant must include the Property Identification Number (PIN) under property description and name of project section below.

For Erosion & Sediment Control Measures Bonds, applicant must also indicate "Land Disturbance" in the property description and name of project section below.

The corporate surety bond shall contain the conditions of automatic renewal providing that the corporate surety bond will automatically be renewed for additional periods of at least six months unless the Director is notified in writing, by certified mail, with return receipt requested, at least ninety (90) days in advance of the present or future expiration date, that the issuing surety does not intend to renew such corporate surety bond.

**Corporate Surety Bond
Frederick County, Virginia**

Bond Number: _____

Owners of Property: _____

Property Description and Name of Project: _____

KNOW ALL MEN BY THESE PRESENTS, That we,
_____, PRINCIPAL;
and _____,
SURETY, are obligated by this bond dated _____, to pay Frederick County, Virginia
("County"), a political subdivision of The Commonwealth of Virginia, the sum of
_____ Dollars (\$ _____). Heirs,
executors, administrators, successors and assigns of the Principal, and the Surety are also obligated
to pay the designated sum. The Principal and the Surety waive any homestead exemption related
to payment of this obligation.

This bond shall be in effect for a period of one (1) year from the date hereof and shall
automatically renew for additional terms of six (6) months from the present or future expiration
date, unless and until SURETY, _____,
shall give ninety (90) days prior written notice to the County to: *"Director, Frederick County
Planning Department, Suite 202, 107 North Kent Street, Winchester, Virginia 22601"*, by
certified mail, return receipt requested, of its intent to terminate same at the expiration of the
ninety(90) day period. This bond shall also be terminated upon the Subdivision Administrator (or
Designee) giving written release stating that PRINCIPAL,
_____, has well and truly
performed and fulfilled the obligations of the agreement.

The above Obligation further requires and secures that the Principal shall comply with the
provisions of Chapter 144, Subdivision Ordinance, Chapter 165, Zoning Ordinance and/or Chapter
143, Stormwater/Erosion and Sediment Control Ordinance, of the Frederick County, Virginia
Code related to all physical improvements that include, but are not limited to, streets, curbing,
gutter(s), sidewalks, above ground utilities and facilities, underground utilities and facilities,
recreational facilities, drainage systems, stormwater facilities, erosion and sediment control
measures, designated open space, and other required improvements

located in or on _____
(property description and name of project)

_____, as shown
on the approved subdivision or site plan.

If Principal fails to complete its obligations, the County shall notify the Principal and Surety. If such obligations are not completed by the Principal or Surety or their agents within fifteen (15) days after date of notification by the County, the Surety shall pay the full amount of the bond, or such lesser amount as may be demanded by the County, to the County, within thirty (30) days of the date of initial notification referenced above. The amount payable may include administrative or other costs. Payment by the Surety shall not be conditional on suit by the County.

Witness the following Signatures:

PRINCIPAL:

Address: _____

Signature: _____

Name: _____ (please print)

Title: _____

SURETY:

Address: _____

Signature: _____

Name: _____ (please print)

Title: Attorney-in-fact and Resident Virginia Agent

**CORPORATE SURETY BOND
FREDERICK COUNTY, VIRGINIA**

BOND NO.

DATE BOND EXECUTED:

PRINCIPAL(S)/CO-PRINCIPAL(S)

(Legal Name(s), Status, and Business Address(es) and Telephone Number(s))

(Hereinafter "Principal" whether one or more than one)

TYPE OF ORGANIZATION: (Check One)

- Individual
- Partnership
- Limited Liability Company
- Corporation
- Other (Specify) _____

STATE OF INCORPORATION OR ORGANIZATION:

SURETY(IES):

(Name(s) and Business Address(es) and Telephone Number(s))

(Hereinafter "Surety" whether one or more than one)

SUM OF BOND

Million(s) Thousand(s) Hundred(s)

MONETARY GUARANTY PACKAGE

PERFORMANCE AGREEMENT



Frederick County Dept of Planning & Development
107 North Kent Street, Suite 202, Winchester, VA 22601
www.fcva.us 540-665-5651

PERFORMANCE AGREEMENT FOR LAND DEVELOPMENT

This Agreement is made and entered into this _____ day of _____, 20____, by and between

an individual or an entity organized under the laws of _____ (the “Developer”), and FREDERICK COUNTY, VIRGINIA, a body politic (the “County”).

In consideration of the approval by the County of the

(check one)

subdivision plat

site plan

proffer statement

other (describe): _____

known as _____

(and all revisions thereof however such revisions may be designated/redesignated) (collectively, the “Development Plans”), and the County not requiring the work specified in this Agreement to be completed prior to approval of the Development Plans, the Developer agrees to perform the following work within

_____ months from the date hereof:

1. Construction of all physical improvements in accordance with the Development Plans and applicable provisions of the Frederick County Stormwater/Erosion and Sediment Control, Subdivision, and Zoning Ordinances governing such Development Plans (with Ordinances to take precedence over the Development Plans in the event of conflict), including, but not limited to, the placement of survey monuments, adequate storm drainage system both on the subject property and on adjacent properties as needed, the construction of streets and roads in accordance with current standards of the Virginia Department of Transportation (“VDOT”) or as otherwise provided by the Development Plans, and the submission of as-built plans for all such public improvements; and

2. If this Agreement is in consideration of the County’s approval of a proffer statement (the box next to “proffer statement” is checked on page 1), in lieu of the provisions of paragraph 1, construction of the following physical improvements in accordance with the Development Plans and applicable provisions of the

Frederick County Stormwater/Erosion and Sediment Control, Subdivision, and Zoning Ordinances governing such Development Plans (with Ordinances to take precedence over the Development Plans in the event of conflict):

_____ , and the submission of as-built plans for all such public improvements; and

3. Provision of adequate supervision, including a responsible superintendent or foreman, at the site identified in the Development Plans (the “Project Site”), and with one (1) set of Development Plans available at the Project Site, at all times during the installation of, and when work is being performed on, all required improvements; and

4. To the extent that the Development Plans and, if applicable, paragraph 2 provide for physical improvements that include streets to be maintained by VDOT, construction of the same in compliance with all requirements of VDOT in order that the streets will be accepted by VDOT for operation and maintenance, and the Developer agrees to make prompt application to VDOT for acceptance of such improvements into the state system, as the improvements become eligible for such application, and diligently to pursue and carry out all actions necessary to process such application until complete acceptance has been achieved; Developer further agrees that, should it fail to make prompt application to VDOT, the County may make application for acceptance of any and all portions of such improvements eligible for application for VDOT acceptance and take such measures as may be necessary for acceptance of such improvements by VDOT; and

5. To the extent that the Development Plans and, if applicable, paragraph 2 provide for physical improvements that include streets to be privately maintained, construction of the same in such a manner that the same will be reasonably acceptable to the County, to make prompt request to the County for the acceptance of such improvements, and diligently to pursue and carry out all actions reasonable necessary to achieve such acceptance; and

6. Maintenance of dust control on the Project Site at all times; and

7. Provision for adequate control of erosion and sedimentation by temporary and permanent control practices and measures which will be implemented during all phases of clearing, grading, and construction; and

8. Provision and maintenance of convenient, safe, unobstructed, all-weather access to all those premises on the Project Site which are occupied by owners or occupants other than the Developer or its agents, until such premises are accessible via travel ways that have been built in accordance with the Development Plans and, as appropriate, accepted for maintenance and operation by VDOT or found satisfactory by the County, as provided per the Development Plans, and the prompt repair of any deterioration or damage to completed work for which partial but not complete reduction in the amount of the monetary guaranty has been approved; and

9. Performing all overlot grading in accordance with the Development Plans; and

10. Installation of all traffic warning and regulatory signs and devices required by the Development Plans during construction, and maintenance of said signs and devices in an operable condition until streets are accepted for maintenance and operation by, as appropriate, VDOT or such private organization(s) as provided per the Development Plans; all traffic signs shall be kept in proper position, clean, and legible at all times, with damaged signs to be replaced immediately and special care taken to see that weeds, shrubbery, construction materials, and snow are not allowed to obscure the face of any sign; and

11. Control of the Project Site at all times so that mud and/or debris is not tracked out of the Project Site by vehicle tires or otherwise and deposited on adjacent streets of the state system or such other streets as may be adjacent to the Project Site; and

12. Control and prevention of any untreated stormwater from discharging from any stormwater management facility installed or constructed on the Project Site.

In further consideration of the approval by the County of the Development Plans, the Developer agrees that:

A. Only the County's Director of Planning & Development or designee may provide final approval of completed work.

B. [This paragraph is applicable **for any cash escrow** that the Developer furnishes as a monetary guaranty for performance of its obligations under this Agreement.] Developer hereby furnishes security in the form of a cash escrow deposit of \$_____, which funds are to be made available to the County upon default or breach of any of the terms and conditions of this Agreement by the Developer, or as this Agreement may otherwise provide. The said deposit is delivered herewith by certified check or cashier's check (issued by a bank satisfactory to the County), receipt of which is hereby acknowledged by the County. Such amount shall be placed with the Treasurer of Frederick County until drawn upon by the County or returned to Developer, as either is provided herein and by the County's Monetary Guaranty Policy. This paragraph shall not be construed in any manner as a waiver of any right of the County to enforce the obligations of this Agreement against the Developer or to invoke any other of its remedies under this Agreement.

C. [This paragraph is applicable **for any letter of credit or corporate surety bond** that the Developer furnishes as a monetary guaranty for performance of its obligations under this Agreement.] Developer hereby furnishes security in the form of a letter of credit or corporate surety bond in the amount of \$_____, which funds are to be made available to the County upon default or breach of any of the terms and conditions of this Agreement by the Developer, or as this Agreement may otherwise provide. A copy of such instrument(s), bearing serial number(s) _____ is attached hereto and made a part hereof. If the letter of credit or corporate surety bond becomes not acceptable form of surety or security, whether as a result of the failure of the bank or surety company to achieve the rating required by the County's Monetary Guaranty Policy, or as a result of any other failure of the letter of credit or corporate surety bond to satisfy any of the other criteria established by the Monetary Guaranty Policy for acceptable forms of monetary guaranty, or if the bank or surety company gives notice of cancellation of the monetary guaranty, then the Developer shall, upon request of the Treasurer of Frederick County, promptly furnish a substitute monetary guaranty satisfactory to the County. Failure of the Developer to furnish such substitute monetary guaranty within sixty (60) days after the Treasurer of Frederick County mails such request to the Developer by certified mail with return receipt requested shall constitute a default and a failure of the Developer to perform in accordance with this

Agreement and a failure of the Developer to discharge its obligations under this Agreement, such that the County may, thereafter, without further notice, call upon such monetary guaranty for payment in accordance therewith. Such monetary guaranty shall remain in place until drawn upon by the County or returned to Developer, as either is provided herein and by the County's Monetary Guaranty Policy. This paragraph shall not be construed in any manner as a waiver of any right of the County to enforce the obligations of this Agreement against the Developer or to invoke any other of its remedies under this Agreement.

D. If the Developer defaults in its obligations under this Agreement, the County may elect to complete the Developer's obligations under this Agreement and, if the County does so, or is otherwise allowed by this Agreement to do so, the Developer shall be responsible for reimbursement to the County of all costs incurred by the County in fulfilling said obligations, to the extent that the proceeds of any monetary guaranty(ies) provided for herein are not sufficient to provide reimbursement of such costs.

E. If the Developer defaults in its obligations under this Agreement and should the County elect to institute legal proceedings to enforce compliance with said obligations or to obtain reimbursement for costs incurred in fulfilling said obligations on behalf of the Developer, the Developer shall also pay all reasonable attorney's fees and all other costs that may reasonably be incurred in connection with such legal proceedings.

F. If the Developer assigns its obligations under this Agreement, the County retains the right to enforce this Agreement against the Developer, and any successors and assigns, unless and until such successors and/or assigns execute a replacement Performance Agreement and provide replacement monetary guaranty(ies).

G. The failure of the County to insist upon the strict performance of any terms and conditions of this Agreement or to exercise any right arising out of this Agreement shall neither impair that provision or right nor constitute a waiver of that provision or right, in whole or in part, or of any other provision or right, in whole or in part, in that instance or in any other instance. No waiver of any term or condition of this Agreement on the part of the County shall be effective for any purpose whatsoever unless such waiver is in writing and signed by the County.

H. This Agreement represents the complete agreement of the parties without respect to the matters contained in this Agreement and no modification of the Agreement shall be effective unless made in writing and signed on behalf of the Developer and the County.

I. This Agreement is governed by the laws of the Commonwealth of Virginia, with respect to any conflicts of law provisions, and jurisdiction of any litigation regarding this Agreement shall lie only in the Frederick County Circuit Court.

J. The undersigned warrants that he or she is making and executing this Agreement pursuant to authority properly granted to him or her by the governing documents of and by any necessary actions of directors, officers, managers, or other persons with authority to direct the actions of the Developer.

[The remainder of this page is left intentionally blank.]

K. The following terms modify the preprinted provisions of this Agreement as follows [strike through this paragraph, including the blank lines if there are no modifications]:

COUNTY OF FREDERICK, VIRGINIA

DEVELOPER

Full legal name of developer:

Title: _____

Approved as to form:

County Attorney

Signature of authorized representative
of Developer

Title of authorized representative
of Developer
