

PUBLIC WORKS AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2024 by and between Rowland, LLC, a Maryland limited liability company, having its principal office at 14586 Indian Springs Road, Hancock, Maryland 21750 (hereinafter referred to as "Developer") and the Town of Myersville, a municipal corporation (hereinafter referred to as "Town").

WHEREAS , Developer intends to construct public improvements including the streets, storm drain, public sidewalks, water and sewer for a commercial property located at 12 Main Street, Myersville, Maryland, within the Town corporate limits; and

WHEREAS, in order for the Developer to obtain permission from the Town to construct the above referenced improvements, the Developer has agreed to pay for and provide a surety in the form of a bond in the total amount of \$221,712.00 which includes a 15 Percent (%) contingency fee in favor of the Town to guarantee completion of the public improvements in accordance with Town 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 Town a surety bond in a form satisfactory to the Town in the amount of \$221,712.00 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 Town's Engineering consultant, and attached hereto as Exhibit B and incorporated herein by reference. In the event that the cost of the uncompleted construction contemplated herein shall increase, the developer shall increase the amount of the surety by the

same amount. Prior to final approval of the public improvements, Developer will pay to the Town an amount equal to 5 % of the approved cost estimate in the amount of \$11,086.00 to reimburse the Town for construction inspection fees.

2. Said surety is placed with the Town to guarantee the construction of those public improvements, as more particularly set forth on the Improvement Plans for the property and in accordance with the approved cost estimate and said plans are incorporated by reference.

3. It is agreed the Town may draw on the Bond upon all or any part of the monies stated herein should Developer not complete said public improvements within one year from the date hereof. Developer may request an extension of time, if substantial work has been completed, which request shall not be unreasonably withheld by the Town.

4. Notwithstanding the above, Developer shall remain liable to the Town 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 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. Upon substantial completion of the improvements, the Developer shall be able to seek conditional acceptance of said improvements and upon conditional acceptance the Town shall reduce the surety amount to the 15% contingency amount to be held for one year as a warranty amount on the completed improvements and to address any uncompleted items. While the conditional acceptance is in effect, the Developer shall warrant the improvements, subject to defects in workmanship and materials, at the Developer's expense, and shall make appropriate repairs to defective improvements, within a reasonable time upon notification of such defect. One

year from the date of conditional acceptance, if there are no defects in the improvements, the Town shall grant Final Acceptance, and shall assume the responsibility for the maintenance and repair of the improvements within the Town's right of way. If at the end of the one (1) year from conditional acceptance there remains defects in the improvements which have not been repaired by the Developer, the Town may extend the period of conditional acceptance for such additional time as may be required for the Developer to repair any such defects.

6. Upon breach of this Agreement by the Developer, the Town may, at its option, enter the property and complete the improvements contemplated herein and draw upon the Developer's surety in payment for such construction by the Town. In the event that the Town undertakes construction of the improvements, and the face of amount of the letter of credit is insufficient to pay for the construction completed by the Town, the Developer shall remain liable to the Town for all such additional costs which the Town may incur. Developer shall indemnify and hold Town harmless from any and all claims, actions and demands arising from the construction of improvements contemplated herein from the date of this Agreement until the date of Final Acceptance. Upon breach of this Agreement by Owner, Owner shall be liable to Town for all costs, including attorney's fees, that the Town may incur if the Town chooses to complete the work.

7. Owner warrants that Owner holds fee simple title to the property on which the improvements are to be constructed and that all parties having any right or interest of record in said property have joined herein. The Town, its agents and employees, shall have the right to enter onto the property shown on the site plan to inspect the construction.

8. The Developer shall, prior to release of said surety provide to the Town reproducible as-built drawings and electronic copies of as-builts showing the public

improvements as actually built in the field.

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

10. This Agreement may not be assigned by Developer without the express written consent of the Town, which consent shall not be unreasonably withheld.

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

12. 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:

Rowland, LLC

By: _____
Jimmy Rowland

Witness:

Town of Myersville

By: _____
Mark Hinkle, Mayor

Reviewed and Approved for Legal Sufficiency

Town of Myersville Legal Counsel

Exhibit B

Terra Solutions Engineering, LLC
 Commercial Residential Land Planning and Engineering "Solutions Through Experienced Engineering"
 5216 Chairmans Court, Suite 105
 Frederick, MD 21703
 Phone: 301-378-9842

COST ESTIMATE- Public Improvements

Myersville DG Market- Town of Myersville

Frederick County

Date: 2/22/2024

Item #	Description	Unit of Measure	Quantity	Unit Price	Total Price
1	Town ROW 2" Surface Course (12.5 mm)	SY	1125	\$5.45	\$6,132
2	Town ROW 4" Base Course (25.0 mm)	SY	1125	\$9.80	\$11,027
3	Town ROW 6" Graded Aggregate Base	SY	1125	\$6.50	\$7,314
4	Town ROW Curb and Gutter	LF	453	\$18.00	\$8,154
5	Town ROW Sidewalk, including ADA ramps	SF	2058	\$4.95	\$10,187
6	Town ROW Cut to Fill	CY	631	\$3.50	\$2,209
7					
8	8" Public Sewer Pipe (SDR-26) (includes add. Trench)	LF	471	\$80.00	\$37,680
9	8" Public Sewer Pipe (SDR-35)	LF	203	\$50.00	\$10,150
10	48" Precast Sewer Manhole	EA	3	\$2,500.00	\$7,500
11	Sewer House Connection	EA	1	\$1,000.00	\$1,000
12	Manholes depth (>8') per additional vertical foot	VF	8	\$350.00	\$2,800
13	48" Doghouse Manhole	EA	1	\$3,000.00	\$3,000
14					
15	8" Public Water Line and fittings	LF	333	\$75.00	\$24,975
16	Blowoff and Cap	EA	1	\$1,500.00	\$1,500
17	12" Public Water Line	LF	393	\$80.00	\$31,440
18	1" Water Service Connection	EA	1	\$4,275.00	\$4,275
19	Fire Hydrant, lead and valve	EA	1	\$3,500.00	\$3,500
20	Waterline Testing	LF	726	\$2.00	\$1,452
21					
22	15" RCP Class IV	LF	55	\$40.50	\$2,228
23	5' COG Inlet	EA	2	\$2,500.00	\$5,000
24					
25	Forest Conservation Signs	EA	22	\$35.00	\$770
26					
27	Street Lights and Base	EA	3	\$3,500.00	\$10,500

Sub-Total: \$192,793

Contingency 15% \$28,919

Total: \$221,712

Town Construction Inspection Fee 5%: \$11,086