



City of Charles Town, West Virginia

Subdivision and Land Development

Guarantee of Improvements



CITY OF CHARLES TOWN

LAND DEVELOPMENT

SITE IMPROVEMENTS, BONDING, AND BOND SURETY POLICY

Effective Date: April 17, 2017

All required bonding shall be provided by the owner/developer, approved by staff, and in place prior to the recordation of the subdivision final plat, and/or Erosion and Sediment Plans or the issuance of a permit for a land development project, in accordance with this policy.

I. REQUIREMENT FOR PERFORMANCE BONDS

Performance bonds shall be required for public and other physical improvements to be constructed under an approved Final Subdivision and Land Development (S/LD) Application and/or Erosion and Sediment Plans. Such Improvements shall include, without limitation, road, curb, gutter, sidewalk, trails, storm drainage, traffic signalization and control, water and sanitary sewer infrastructure, and any other site-related improvements required by the City of Charles Town for vehicular and pedestrian ingress and egress, for public access roadways, for structures necessary to ensure stability of critical slopes, for necessary utilities, and for stormwater management facilities. A Landscaping Surety is required to ensure the landscaping shown on the Major S/LD plans is maintained for one (1) year. The one (1) year shall start from the date at which the surety for the site has been released, with the exception of this landscaping surety. The landscaping surety amount shall not be less than \$5,000.00 or 10% of the total landscaping cost for the project, whichever is greater.

Notwithstanding the foregoing, the Planning Commission may waive the requirement for a performance bond for a Final S/LD Application that does not provide for construction of any improvements eligible for public maintenance if the Planning Commission agrees with a determination of the Subdivision Administrator that the satisfactory completion of improvements to be constructed under the Final S/LD Application can be enforced pursuant to ordinances regulating building permits and occupancy permits.

II. BONDING ARRANGEMENTS

- A. Bonding arrangements cannot be made prior to the Planning Commission's approval of a project.
- B. The owner/developer's engineer of record shall provide a complete and accurate bond estimate in a format acceptable to the Chief City Engineer, or designee (Exhibit A). The bond estimate shall be based on the estimated costs of the site improvements utilizing current market rates. However, in no event shall the estimated cost be less than the unit costs provided by the City of Charles Town Department of Community Development. The unit costs are subject to change from time to time, as deemed necessary by the Chief City Engineer or designee.
- C. A Bond Committee that consists of the City Manager, City Accounting Manager, and the Subdivision Administrator shall review and recommend to City Council for approval or disapproval, and monitoring, bonds for construction of Improvements. The Bond Committee shall have the authority to

establish/update standard bond and agreement forms, and review new bonds, bond extensions, bond substitutions, bond reductions/releases, and action resulting from defaults. The Bond Committee shall send recommendations to City Council for final action.

- D. A 10% contingency amount shall be added to the bond estimate.

III. LENGTH OF CONSTRUCTION BONDS

The initial bond shall be effective for a two-year period, or such other period as specified in the Performance Agreement and determined appropriate for the subject project by the Planning Commission. If the subject project is not completed within the specified time frame, City Council may require adjustment of the bond amount, after consideration and review by the Bond Committee, as a condition to the extension of the Performance Agreement.

IV. APPROVED FORMS OF SURETY OR SECURITY

- A. **CORPORATE SURETY BOND.** This surety shall be furnished by an insurance company licensed to transact fidelity and surety insurance in West Virginia and will guarantee the full amount of the bond estimate. The ability of the insurance company to provide a satisfactory performance guarantee will be assessed by City Council in accordance with criteria reported in the most recent edition of 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). Performance bonds will be accepted only from sureties listed in Best's:
- a. With a rating of Level A or better; and
 - b. In a financial size category of Class VIII, or higher, unless otherwise agreed by the Planning Commission, and such bonds shall be in the amounts not exceeding the following:
 - i. Those limitations identified in the Treasury Circular; or
 - ii. One and one-half percent (1.5%) of the minimum Adjusted Policyholders' Surplus for the financial size category as listed in Best's.
 - iii. Such ratings and other qualifications must be maintained for the life of the bond or the bond must be replaced by adequate replacement surety at the request of City Council.
- B. **IRREVOCABLE LETTER-OF-CREDIT.** (See Appendix B.) A letter of credit meeting the following minimum conditions will be accepted:
- a. The lending institution must be insured by the Federal Deposit Insurance Corporation (FDIC) and shall have offices and license to practice banking in West Virginia with a Sheshunoff National rating of at least 35 and with total letter of credit exposure of the City at the lending institution limited to no more than 50 percent of the institution's equity capital, unless otherwise agreed to by City Council. City Council may, upon the unanimous recommendation of all of the members of the Bond Committee, accept a letter of credit from an institution whose rating is lower than 35 provided that such rating shall be no less than 30 and shall be maintained at or above such lower level until such letter of credit has been completely released. Such ratings and other qualifications must be maintained for the life of the letter of credit, as amended, or the letter of credit must be replaced by adequate replacement surety at the request of City Council
 - b. The expiration date in the Letter of Credit shall be at least six (6) months after the date by which the Performance Agreement must be performed. For example, a 12-month Performance Agreement requires an 18-month Letter of Credit. This 6-month requirement is in addition to the 6-month automatic extension that is required below
 - c. The letter of credit shall contain the conditions of automatic renewal providing that the letter of credit will automatically be extended for additional periods of six months unless the City Manager 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 intend to extend such letter of credit
 - d. All extensions of time of the Performance Agreement completion date will be granted only

- upon corresponding extension of the letter of credit expiration date
- e. Any new letter of credit or letter of credit amendment is subject to all the minimum requirements outlined in this Section (5); or

C. CASH-IN-ESCROW. (See Appendix B.)

- a. An amount equal to the approved bond estimate in the form of a cashier's check or certified check, accompanied by a W-9 or Substitute W-9 form, shall be submitted to the Subdivision Administrator, to be deposited with the City Accounting Manager, in an interest-bearing account with full financial accountability provided by the City Accounting Manager through a separate Performance Bond Fund
- b. All cash escrows held shall be maintained by individual bond as to principal and accumulated interest but may be pooled for investment purposes with accrued interest allocated to each bond in accordance with City allocation policies. The City Accounting Manager shall be entitled to retain a reasonable amount, not exceeding five percent (5%) of the interest accrued, to cover the cost of administering the account. Upon approval for release of the bond as provided herein, the City Accounting Manager shall be authorized to release the cash escrow (principal plus accrued interest less allowable cost of administration) and disburse the funds.

Due to the varying ease or difficulty of collection and reliability of the various types of security, the City deems certain types of as being more or less preferred for the protection of the public. Cash is deemed to be the most preferred security because of the ease of collection and immediate availability. Letters of credit are less preferred than cash, and surety bonds are less preferred than letters of credit. Once a bond, letter of credit or cash security has been approved and accepted by the City, only a more preferred or equally preferred form of security may thereafter be substituted in place of the current form of security.

V. BOND ESTIMATE

The bond estimate shall be based on the estimated cost of construction of all items to be constructed under the Final S/LD Application and/or Erosion and Sediment Plans (labor and materials), plus ten (10) percent contingency factor to cover administrative and engineering costs in the event of default and potential damage to existing Roads and utilities. The cost estimates shall reflect the current unit costs as published and distributed by the City and shall be increased by an inflation factor equal to the annual percentage change in the Construction Index Code, as published weekly in the Engineering News Record. This inflation factor is to be applied over the life of the bond, using the equation $C = (P)(I)(E) + E$; where P = the period of the bond (years); I = annual inflation factor; and E = the estimated cost of construction [including the ten (10) percent contingency factor]; C = total Bond Estimate.

The bond estimate shall be prepared and sealed by a Professional Engineer or Professional Land Surveyor and submitted to the Planning Commission for approval by City Council. (See Exhibit A).

Where partial construction has already occurred, the amount of the surety may be less than the bond estimate to allow for work completed prior to establishing the original bond, subject to City Council's approval, in consultation with the West Virginia Department of Highways where applicable; *provided that*, after such original surety has been accepted by City Council, any bond reduction requested shall be based upon the original bond estimate and not upon the original amount of such surety.

VI. BOND PROCEDURES AND REQUIREMENTS

PERFORMANCE AGREEMENT. A Performance Agreement, which shall be supported by an acceptable form of surety or security, shall be required on projects that obligate the owner/Developer to construct requirement Improvements pursuant to approved Final D/LD Application and/or Erosion and Sediment Plans in a timely manner. Such agreement shall specify the manner and date by which the required Improvements shall be completed. An agreement format will be provided by the Subdivision Administrator to all Developers

requesting same for use in preparation of the Performance Agreement.

If the owner/Developer acts, or fails to act, in a manner which would constitute a breach of Performance Agreement, or all the noted Improvements are not completed within the specified time period and no extension has been obtained or replacement agreement and bond submitted and approved with a new expiration date, the Performance Agreement shall be in default.

EXTENSIONS AND REBONDING AGREEMENTS. It shall be the sole responsibility of the owner/Developer to keep the Performance Agreement current. Approximately sixty (60) days prior to the expiration of a Performance Agreement, the Subdivision Administrator may review the project records to determine if the owner/Developer has initiated the process for final bond release and to determine if the bond may reasonably be eligible for release within sixty (60) days. If it is determined that the project bond is not reasonably expected to be released within such sixty (60) days, the owner/Developer and surety may be notified in writing, and may be required to provide for the extension of the Performance Agreement and surety or security within such sixty (60) days. If the bond cannot be released or if no extension agreement and bond extension have been submitted in approved form by the agreement expiration date, the

Performance Agreement shall be in default. No Performance Agreement shall be extended beyond five (5) years from the date of the original Agreement. Thus, if the initial period of completion was 2 years, no more than three (3) extensions, each of one (1) year, shall be granted. However, upon recommendation by the Bond Committee, the Planning Commission may, at the request of the owner/Developer submitted prior to the fifth extension, grant extensions beyond the five (5) year limit, provided the Bond Committee determines that such additional extensions are reasonably justified due to the magnitude of the bonded project, the reasonableness of the construction schedule and the diligence of the Developer in carrying out the schedule, a reasonable estimate of the time necessary to satisfy West Virginia Department of Highways public Improvement requirements, and such other factors as may be deemed relevant by the Bond Committee.

The owner/Developer can make a formal request to the Planning Commission for an extension of the completion date for a maximum period of one (1) year. The owner/Developer must indicate the reasons and conditions which have prevented completion of the required Improvements. The owner/Developer shall furnish to the Planning Commission an Extension Agreement, the surety's written consent to the extension and an extension of the surety or security.

BOND EXTENSION SUBMISSION REQUIREMENTS. The bond extension request shall not be processed unless the following items have been submitted as one complete package.

1. Payment of the City's standard fee, which fee entitles the owner/Developer to one submission of the extension documents and, if needed, one correction. If two or more correction reviews are needed, a new fee equal to the original fee must be remitted.
2. Letter of request with justification from the Developer.
3. Extension agreement executed by the owner/Developer, Consent to Extension executed by the owner/Developer and surety, and extension of, or confirmation of continuation of, performance guarantee.
4. Extension agreement and consent to extension must be prepared on forms furnished by the Subdivision Administrator.
5. If such extension request seeks to extend the completion date for a fifth year, such request shall not be considered nor approved unless accompanied by documentation that indicates the road acceptance/bond release process has been initiated. Such documentation shall include the punch list generated by the official inspection, submitted by the owner/Developer, and a practical work schedule reasonably designed to complete the punch list within a year. This requirement may be postponed to the next subsequent extension request if the Bond Committee has recommended and the Planning Commission has approved an extension beyond the fifth year.

In situations where the owner/Developer has requested an extension or a new agreement and surety, the Bond Committee will review the Subdivision Administrator's report on the project and the reasons supplied by the owner/Developer, and make a recommendation to the Planning Commission. The following are some of the factors to be considered by the Bond Committee and Planning Commission:

1. percentage of project already completed;
2. number of homes or Buildings completed, occupied, and served by public facilities;
3. rate of construction activity;
4. owner/Developer's history relating to completion of public Improvements in the City, Jefferson County, and in neighboring jurisdictions;
5. *current projected completion cost*. Dependent upon the amount of work yet to complete and the currently estimated cost to complete construction of the project, City Council may require an increase in the amount of the existing bond to cover the completion of such outstanding Improvements and obligations;
6. current rating of the bank or corporate surety providing the security for the Performance Agreement

The Planning Commission may recommend an extension of or a new Performance Agreement and corresponding surety after reviewing the appropriate factors and determining that an extension is justified; *provided that*, City Council shall determine the amount and sufficiency of the surety. In the event the owner/Developer does not respond to the letter sent by the Subdivision Administrator cautioning of potential default or in the event the agreement is in default, the matter will be referred to the City's legal counsel for guidance and possible legal action. No extension request for a bonded Performance Agreement shall be accepted for processing until the Bond committee has determined that such Agreement is qualified for an extension. If such Agreement is not determined to qualify for extension, no extension shall be granted.

VII. BOND REDUCTIONS

No bond shall be reduced until completion of at least thirty (30) percent of the physical improvements secured by such bond. The Planning Commission shall not be required to consider more than three (3) bond reductions within any twelve (12) month period during the life of the bond. No bond shall be reduced to an amount less than ten (10) percent of the original bond estimate.

Completion shall mean construction of any identifiable section of a specified Improvement or facility in accordance with the approved Final S/LD Application and/or Erosion and Sediment Plans, construction plans, profiles and specifications. Exceptions to the completion requirement may include final surface pavement and any other ancillary, uncompleted Improvements such as sidewalks, driveway aprons and lot grading which the Subdivision Administrator determines would probably suffer excessive damage during construction upon the property abutting the bonded Improvement or facility.

The reduction of any bond shall not be considered acceptance of the Improvements for which such reduction has been requested, and the owner/Developer shall have a continuing responsibility for maintaining such Improvements in good condition, including without limitation the repair of deterioration and damage, until they have been formally accepted by the City, West Virginia Department of Highways, or any other appropriate agency. Failure to perform such

maintenance within sixty (60) days of being so directed by the Subdivision Administrator shall constitute default of the Performance Agreement.

When any exception to the completion requirement is permitted, the amount of the bond as reduced shall include the cost of constructing or repairing such final surface pavement or other uncompleted Improvements. In no event shall any bond be reduced to an amount less than the amount deemed necessary by City Council to cover:

1. The total estimated cost of achieving total completion of the project without exceptions, plus,

2. The entire ten (10) percent contingency factor included in the original approved bond estimate, plus
3. The inflation factor equal to the annual percentage change in the Construction Index Code, as published weekly in the Engineering News Record.

When an applicant/Developer has completed construction of a portion of a bonded project, and such portion has been accepted into the state system for maintenance by West Virginia Department of Highways, such owner/Developer may revise the approved plans to exclude such accepted portion and submit such revised plans to the Subdivision Administrator along with a revision of the original bond estimate to cover only the portion not yet accepted. City Council may, upon recommendation of the Bond Committee, approve such revised bond estimate and any consequent bond reduction in accordance with the foregoing Bond Reduction regulations as applied to such revised bond estimate.

No bond shall be reduced for a Performance Agreement that is in default.

BOND REDUCTION PROCEDURES. A request for reduction of the bond amount shall be deemed to have been made when the Developer has provided notice to the Planning Commission in the following manner. The Bond Reduction Request shall not be deemed to have been made until the following items have been submitted as one complete package. Such notice must include

1. A written request for reduction of the bond amount signed and acknowledged by the applicant/Developer who executed the Performance Agreement. When applicable, such written request shall include a certification by the owner or Developer that the installation of all underground utilities located within the bounds of any public or private roadway covered by such bond has been inspected and approved by the utility provider.
2. An estimate prepared and certified as being accurate by a Professional Engineer that shows the quantities of all bonded Improvements in place, complete, and in good condition (Exhibit A)
3. 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 surety or security.
4. The applicable processing fee; and
5. Inspection reports required by Subdivision and Land Development Ordinance

The Planning Commission may approve a Bond Reduction upon a determination of completion of subject Improvements; provided that City Council shall determine the amount and sufficiency of the remaining surety. After a Bond Reduction is approved, an amendment to the surety instrument shall be submitted to reflect the reduced amount.

BOND RELEASE PROCEDURES. A request for final and complete release of a bond and Performance Agreement shall be deemed to have been made when the applicant/Developer has provided notice to the Subdivision Administrator by certified mail. Such notice shall include:

1. A written request for final release from the bond and Performance Agreement, signed and acknowledged by the applicant/Developer who executed the Performance Agreement
2. Copies of inspection and test reports if work was inspected and tested by a third-part inspector
3. Certification that all bonded Improvements, other than Improvements accepted by West Virginia Department of Highways, have been completed in accordance with the approved plans, profiles, and specifications and the requirements of any applicable manual. For Improvements to be accepted for maintenance by West Virginia Department of Highways, such Certification shall state that the Improvements have been installed and inspected in accordance with West Virginia Department of Highway's requirements.
4. The applicable processing fee(s)
5. A copy of the City-approved As-Built Drawings as required for facilities within public rights-of- way or Easements submitted pursuant to Section 1332.09 of this Ordinance.
6. A letter from a Professional Engineer or Professional Land Surveyor certifying that property corners

and Monuments have been set as required under this Ordinance

7. Documentation of acceptance by West Virginia Department of Highways for public roadways and rights-of-way, or a maintenance and indemnification agreement and bond approved by the Planning Commission for public roadways that have been completed in accordance with West Virginia Department of Highways standards but which, due to factors other than their quality of construction, are not eligible for acceptance by West Virginia Department of Highways.
8. For private roadways, a letter of acceptance by the entity responsible for maintenance and a Latent Defects Indemnification Agreement and Bond in accordance with this Section.
9. No bond shall be released for a Performance Agreement that is in default.

Within thirty (30) days of receiving a release request which meets the requirements of this Subsection, unless such 30 days is waived as provided hereafter, the Subdivision Administrator shall inform the applicant/Developer in writing of any construction defects, deficiencies, or omissions.

VIII. DEFAULT BY THE OWNER/DEVELOPER:

It shall be the sole responsibility of the owner/Developer to keep the Performance Agreement current and remain in full compliance with its terms. While the Performance Agreement is in default, the owner/Developer shall not be entitled to any bond reduction, bond release, permits or inspections for the project covered by that Performance Agreement. If default can be cured by the approval of an extension of the agreement, then, upon fulfilling the bond extension submission requirements set forth above, including payment of the appropriate fees for bond extension and, if applicable, bond reduction, the inspections necessary for such bond extension and, if applicable, bond reduction, will be performed. The denial of permits and inspections by the City shall be in addition to any other remedy available to the City under the Performance Agreement.

The Owner/Developer, or their agent, acknowledges receipt of the City of Charles Town Site Improvements Bonding and Bond Surety Policy.

Owner/Developer/Agent (print name)

Title

Company/Organization Name

(Mailing Address – City, State and Zip Code)

Signature: _____

Date: _____



PERFORMANCE AGREEMENT

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

(hereinafter called "Developer"); and

THE CITY COUNCIL OF THE CITY OF CHARLES TOWN, JEFFERSON COUNTY, WEST VIRGINIA,
a body politic (hereinafter called "Council").

WHEREAS, in consideration of the approval by the City of the plat, plans, and profiles of the Site Plan known as "_____" designated as application number _____, and any and all revisions thereof however such revisions may be re-designated (the "Plans"), and the City not requiring the following work to be completed prior to the approval of the said Site Plan, the Developer, its successors and assigns agrees to complete the following work within _____ months from the date hereof:

1. To construct all physical improvements as shown on the approved Plans and in accordance with applicable provisions of the City of Charles Town Subdivision and Zoning Ordinances governing such Plans (with Ordinances to take precedence over Plans in the event of conflict), including, but not limited to, the placement of survey monuments, the construction of an adequate storm drainage and storm water management system both on the subject property and on adjacent properties as needed, the construction of vehicle and pedestrian travel ways in accordance with current standards of the City, and the submission of as-built plans for all such improvements; and
2. To provide adequate supervision on the project site during the installation of all required improvements and a responsible superintendent or foreman together with one (1) set of approved Plans on the project site at all times when work is being performed; and
3. To construct the improvements in such a manner that they will be reasonably acceptable to the applicable property owners' Association or such other entity that will be responsible for the permanent operation and maintenance of the improvements, to make prompt application to the City and the Association or such other entity for acceptance of such improvements, and diligently to pursue and carry out all actions reasonably necessary to achieve such acceptance; and
4. To maintain dust control on the project site at all times; and
5. To provide for the 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
6. To provide and maintain convenient, safe, unobstructed, all-weather access to all those premises 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 Plans as approved by the City and accepted for permanent maintenance and operation by the said Association or other entity and promptly to repair any deterioration or damage to completed work for which partial but not complete reduction in the amount of the security has been approved; and
7. To install all traffic warning and regulatory signs and devices required by the approved Plans during construction and to maintain said signs and devices in an operable condition until the (a) travel-ways have been accepted for maintenance and operation by the said Association or other entity or the subsequent owners of all the property abutting the travel-ways or (b) City is otherwise satisfied

regarding the provisions for permanent maintenance. All traffic signs shall be kept in proper position, clean, and legible at all times. Damaged signs shall be replaced immediately. Special care shall be taken to see that weeds, shrubbery, construction materials, and snow are not allowed to obscure the face of any sign; and

8. To maintain control on the project site at all times so that mud is not tracked out of the project by vehicle tires and deposited on adjacent streets of the state system, or such other travel ways as may be adjacent to the project site; and
9. To completely control and prevent any untreated stormwater from discharging from any stormwater management facility installed or constructed on the property. Stormwater management construction inspection shall utilize the final approved plans and specification for compliance. In addition, the inspection shall comply with Section 1334.02, Erosion and Sediment Control Standards.

It is agreed and understood that final approval of completed work can only be given by the Subdivision Administrator of the City of Charles, Jefferson County, West Virginia, after inspection by the staff of the City of Charles Town or a Professional Engineer.

It is agreed and understood that in the event the Developer shall default in its obligations under this Agreement and it becomes necessary for the City 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 pay all reasonable attorney's fees and all other costs that may reasonably be incurred.

Developer hereby provides security in the form of a **cash escrow** deposit in the amount of \$ _____, which funds are to be made available to the City upon default or breach of any of the terms and conditions of this Agreement by the Developer. The said deposit is delivered herewith by certified check or cashiers check (issued by a bank satisfactory to the County), receipt of which is hereby acknowledged by the City. Such amount shall be placed in an escrow account with the City Accounting Manager until drawn upon by the City or returned to Developer as provided herein and in the Bonding Policy of the City of Charles Town, West Virginia. All interest accruing on this account shall be paid to the same party to whom the principal is paid, except that, in any event, five percent (5%) of any interest accrued may be retained by the Treasurer to cover the cost of administering the account. The Developer hereby ratifies and reaffirms its agreement that the said funds deposited as cash escrow are available to the City on default of this Agreement. This paragraph shall not be construed in any manner as a waiver of any right of the City to enforce the obligations of this Agreement against the Developer or its successors and assigns.]

[OR]

Developer hereby provides security in the form of a **[Letter of Credit] [Corporate Surety Bond]** in the amount of \$_____, which funds are to be made available to the City upon default or breach of any of the terms and conditions of this Agreement by the Developer. Such [Bond] [Letter of Credit] Numbered_____is attached hereto and made a part hereof, and the Developer hereby ratifies and reaffirms its agreement that the said funds represented by the [Bond] [Letter of Credit] are available to the City on default of this Agreement. This paragraph shall not be construed in any manner as a waiver of any right of the City to enforce the obligations of this Agreement against the Developer, its successors and assigns.]

If the [Bond] [Letter of Credit] provided to the City pursuant to the preceding paragraph becomes not an acceptable form of surety or security, whether as a result of the failure of the issuing [Bank] [Surety Company] to achieve and maintain the rating required by the City's duly adopted Bonding Policy or as a result of any other failure of such [Bond] [Letter of Credit] to satisfy any of the other criteria established by said Bonding Policy for acceptable forms of surety or security, then the Developer shall, upon request of the Subdivision Administrator, promptly provide a substitute surety or security satisfactory to the City. Failure of the Developer to furnish such substitute surety or security within sixty (60) days after the Administrator mails such request to the Developer by certified mail with return receipt requested shall constitute a default and a failure to perform in accordance with this Agreement and a failure to discharge its obligations under this Agreement, such that the City may, thereafter, without further notice, call upon such [Bond] [Letter of Credit] for payment in accordance therewith.

The undersigned warrants that this Agreement is made and executed pursuant to authority properly granted by the [partnership agreement] [charter, bylaws and action of the Board of Directors] [articles of organization, operating agreement or majority vote of the members] of the Developer.

IN WITNESS WHEREOF, the Developer has caused its name and seal to be affixed hereto, by _____, its duly authorized representative.

[PRINT NAME OF PERSON SIGNING FOR DEVELOPER]

Attorney

Developer: _____

[TYPE OR PRINT NAME OF DEVELOPER]

By: _____(SEAL)

[SIGNATURE]

Title: _____

[TYPE OR PRINT]

STATE OF WEST VIRGINIA
COUNTY OF _____, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that _____ as _____ of _____

_____, whose name is signed to the foregoing Agreement, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this ____ day of _____, 20____.

My commission expires:

Notary Public

Notary Registration Number:

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the City has caused this Agreement to be executed, under seal, in its behalf, and its seal affixed.

THE CITY COUNCIL OF

APPROVED AS TO FORM:

CHARLES TOWN, WEST VIRGINIA

By: _____ (seal)

Name: _____

Title: _____

STATE OF WEST VIRGINIA

COUNTY OF _____, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that _____ as, on behalf of the CITY COUNCIL OF THE CITY OF CHARLES TOWN, WEST VIRGINIA, whose name is signed to the foregoing Agreement, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this ____ day of _____, 20 ____.

My commission expires:

Notary Public: _____

Notary Registration Number:



**CITY OF CHARLES TOWN, WEST VIRGINIA
PERFORMANCE BOND**

BOND NO.	DATE BOND EXECUTED:						
<p>PRINCIPAL(S)/CO-PRINCIPAL(S)</p> <p>(Legal Name(s), Status, and Business Address(es) and <u>Telephone Number(s)</u>)</p> <p>(Hereinafter "Principal" whether one or more than one)</p>	<p>TYPE OF ORGANIZATION: (Check One)</p> <p>() Individual</p> <p>() Partnership</p> <p>() Limited Liability Corporation</p> <p>() Corporation</p> <p>() Other (Specify) _____</p> <p>STATE OF INCORPORATION OF ORGANIZATION: _____</p>						
<p>SURETY(IES):</p> <p>(Names and Business Address(es) and <u>Telephone Number(s)</u>)</p> <p>(Hereinafter "Surety" whether one or more than one)</p>	<p>SUM OF BOND</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"><tr><th style="width: 33%; text-align: center; padding: 5px;">Million(s)</th><th style="width: 33%; text-align: center; padding: 5px;">Thousand(s)</th><th style="width: 33%; text-align: center; padding: 5px;">Hundred(s)</th></tr><tr><td style="height: 30px;"></td><td></td><td></td></tr></table> <p>DATE OF AGREEMENT: PLAN NAME: PLAN NO: Any and all revisions of such plans:</p>	Million(s)	Thousand(s)	Hundred(s)			
Million(s)	Thousand(s)	Hundred(s)					

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto recite and declare that:

1. We are held and firmly bound to the oblige, the **CITY OF CHARLES TOWN, WEST VIRGINIA** (hereinafter called "City"), in the sum written above in lawful money of the United States of America, to be paid to the City, its successors or assigns, for the payment whereof Principal(s), Co-Principal(s) and Surety(ies) bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by this Bond.

2. The condition of this Bond is that if the Principal shall in every respect discharge its obligations under the Agreement identified above, which Agreement is incorporated herein by reference, then this Bond shall be void; otherwise, this Bond shall remain in full force and effect until released by the City.

3. Surety expressly WAIVES any right to receive notice, review, approve any revisions to the plans, profiles, and specifications referred to in the Agreement and no such revision shall in any way affect the obligation of the Surety under this Bond.
 4. Surety shall be deemed to consent to any extension of time granted to Principal to permit performance of the obligations of the Agreement, whether or not Surety receives notice of such extension of time, and the liability of Surety under this Bond shall not be discharged or affected by any such extension of time.
 5. DEFAULT:
 - A. Default may be deemed to have occurred on the part of the Principal, if Principal shall fail to complete its obligations under the Agreement within the time set forth therein or any time extension thereof;
 - B. Default shall be deemed to have occurred on the part of the Principal prior to the expiration of such time period, or time extension, if, in the judgment of the Zoning Administrator ("ZA"), the Principal has:
 1. Abandoned the performance of its obligations under the Agreement; or
 2. Renounced or repudiated its obligations under the Agreement; or
 3. Demonstrated through in solvency, or otherwise, including the voluntary filing of a bankruptcy, that its obligations under the Agreement cannot be completed within the time allotted under the Agreement. Should the Applicant file bankruptcy, it shall provide notice of filing and obtain Bankruptcy Court permission to maintain any bonds, including this one, in place with the City.
 - C. Default shall be deemed to have occurred on the part of the Principal if Principal shall fail to renew this bond or to have this bond reissued prior to the completion of the Improvements covered by the Agreement.
 - D. The City may elect to provide Principal 30 days to cure any default with the Notice of Default.
 - E. In the event of default, the City may terminate whatever rights the Principal may have to construct or correct construction of facilities.
 6. In the event of default by the Principal, the City shall send a Notice of Default to the Principal which may include the 30-day time period to cure the default. A copy of the Notice of Default will be sent to the Surety. Should the Principal fail to cure the default in the time allotted, the City through its City Manager or other agent, shall give written notice of same to the Surety. In the event of such default and notice, the Surety shall have either of the following options:
 - A. Within 21 days of receipt of the default notice, Surety shall pay over the full-face value sum of the Bond to the City or such lesser sum as the City Manager may determine in his sole discretion, and thereafter be relieved of further liability under this Bond. If this option is selected by Surety, then the City will take over or re-let all or any part of the work required by the Agreement but not completed, and will complete the same to the extent of available sums. The cost and expenses of completing the work shall include all items set forth in paragraph 7(B) of this Bond as the measure of damages. If these funds are not enough to complete the work, then the City may proceed against the Principal for any difference. If there are any funds left which are not necessary for completion of the work, then the City will remit this excess to Surety after work is completed.
 - B. Within 21 days of receipt of the default notice, Surety shall give written notice to the City that it will assume the Agreement and the obligations of the Principal and shall complete the Agreement according to its terms and provisions within 180 days of said notice or such other term as may be approved by City and thereafter be relieved of further liability under the terms of this Bond. In the event that Surety elects this option and then fails to faithfully perform all or any part of the work or should it unnecessarily delay completion of all or any part of the work, then the City may proceed as provided in paragraph 6 of this Bond.
 - C. As used in this Bond, completion of the work specifically includes performance of every obligation of the Principal under the Agreement.
 - D. The City shall not be required to institute suit against Principal as a precondition to seeking recovery from Surety.
 7. Should Surety fail to elect either option in paragraphs 6 (A) and (B), above, within 21 days of receipt of
- Form: Corporate Surety Bond*

default notice, or upon election of either option should then fail to perform, in either such event, then the City may:

- A. Take over, or re-let all or any part of the work not completed and complete the same for the account and at the expense of the Principal and Surety, who shall be jointly and severally liable to the City for the costs incurred in completion, including all items set forth in paragraph 7(B) of this Bond as the measure of damages chargeable against Principal and Surety for their breach; or
 - B. Bring suit, action, or proceeding to enforce the provisions of this Bond. In the event that any such suit, action, or proceeding is brought by the City, it is expressly agreed and understood that, regardless of when the breach of the underlying Agreement occurs, or the breach of the obligations of this Bond, the measure of damages recoverable shall be computed as the costs of completion or correction, or both, of the work required by the Agreement (1) at the time the work is actually completed *and* or corrected to local and state approval and acceptance or (2) at the time of final judgment of a Court of competent jurisdiction; it is further expressly agreed and understood that the measure of damages shall include expenses attributable, but not limited, to administrative costs, litigation costs, attorney's fees, maintenance, deterioration, inflation, and any cost increases arising from delay occasioned by litigation, action, or proceedings necessary to enforce the provisions of this Bond, and delays by Surety under paragraph 6(B) of this Bond.
 - C. Should the City complete the work, the City shall not be bound by the Principal's approved construction plans if unforeseen conditions require the City to deviate from the approved plans. Such deviations shall be reasonable with regard to costs, time, and exigency and shall be at the sole discretion of the Zoning Administrator.
8. Nothing in this Bond shall be construed as creating an obligation upon the City to pay for the completion or correction of the work guaranteed under the provisions of this Bond.
 9. By signatures hereto the Principal and the Surety do hereby expressly WAIVE any objection that they, or either of them, might interpose to the authority of the City to require each and every provision of the foregoing Bond.
 10. If any provision of this Bond is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reason, such provision shall be fully severable and this Bond shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of this Bond, and the remaining provisions of this Bond shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance from this Bond.
 11. The failure or refusal of the City to take any action, proceeding, or step to enforce any remedy or exercise any right under the Agreement or the taking of any action, proceeding, or step by City, acting in good faith upon the belief that same is permitted, shall not in any way release Principal or Surety, or any of them, or their respective executors, administrators, successors or assigns from liability under this Bond. Surety hereby WAIVES notice of any amendment, indulgence, or forbearance, made, granted or permitted by the City.
 12. In any action or proceeding initiated in connection with this Bond and any and all obligations arising hereunder, the venue shall be the County of Jefferson, West Virginia and it is hereby further understood and agreed that this Bond shall be governed by the laws of the State of West Virginia, both as to interpretation and performance.
 13. All notices sent to the Principal and Surety shall be sent to the addresses set forth on page 1 of 7 of this bond unless said Principal or Surety notify the Zoning Administrator in writing of any change. If an address of either Principal or Surety as shown on the signature page hereof is different from the address for that party as shown on page 1 of 7, notices shall be effective if sent to either address. If the addresses of any Principal or Surety change, the said Principal or Surety shall immediately notify the City Manager of such change. Failure to notify the City Manager of any change in address is deemed to be a waiver of any requirement of notice under this Bond to the Principal and Surety. All written notice to the City under this Bond shall be sent certified or registered mail, return receipt requested and addressed to the City Manager.

[REMAINDER OF THIS PAGE PURPOSELY BLANK. SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, under seal, as of the day and year on the date set forth above.

PRINCIPALS(S) / CO-PRINCIPAL(S)

TYPED, PRINTED NAME: SIGNATURE:

_____(SEAL)

NAME AND TITLE: _____
(Typed/Printed) _____

SIGNATURE: _____(SEAL)

NAME AND TITLE: _____
(Typed/Printed) _____

STATE OF _____
COUNTY OF _____, to wit:

I, _____ a Notary
Public in and for the State and County aforesaid, do hereby certify that

and _____
as _____
and _____
respectively of the _____,

whose names are signed to the foregoing, this day personally appeared before me in my State and County aforesaid and acknowledged their signatures affixed above, and the Corporate Seal as the genuine seal of the said corporation.

Given under my hand this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Notary Registration Number: _____

Form: Corporate Surety Bond

PRINCIPALS(S) / CO-PRINCIPAL(S)

NAME, ADDRESS, AND
TELEPHONE NUMBER:

STATE OF INCORPORATION OR ORGANIZATION:

SIGNATURES:

1. _____ (SEAL)
2. _____ (SEAL)

1. NAME AND TITLE: _____
(Typed/Printed) _____

2. NAME AND TITLE: _____
(Typed/Printed) _____

STATE OF _____
COUNTY OF _____, to wit:

I, _____ a Notary
Public in and for the State and County aforesaid, do hereby certify that

_____ and _____
as _____
and _____
respectively of the _____,

whose names are signed to the foregoing, this day personally appeared before me in my State and County aforesaid and acknowledged their signatures affixed above, and the Corporate Seal as the genuine seal of the said corporation.

Given under my hand this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Notary Registration Number: _____



BOND AGREEMENT - IRREVOCABLE LETTER-OF-CREDIT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, (Applicant/Developer Name & Subdivision Name), (Mailing/Street Address, City, State, Zip Code), is held and firmly bound to the **CITY COUNCIL OF CITY OF CHARLES TOWN**, a West Virginia public corporation with control and supervisory functions over the City of Charles Town Planning Commission, in the penal sum of

\$ _____ (*Dollar amount in figures*)

_____ (*Dollar amount in words*),

for the completion of erosion and sediment control devices, storm water management measures, site grading & drainage, roadways, water and sewer systems, utility lines, paving, property corners, and all other site improvements and associated appurtenances, for the payment of which, well and truly to be made, it binds itself, its successors in title and assigns.

The condition of the above obligation is such that, whereas, the City of Charles Town Planning Commission has approved and consented to the recordation in the Office of the County Clerk of Jefferson County, the Final Plat of the (Name of Subdivision), (Phase of Subdivision), (Lot Numbers) and residue, a subdivision of lands of (Name of Property Owner), the property is located (Route No., Road Name, Mile Marker, etc.), which is to consist of (No. and type of lots), on (No. of Acres), more or less, with roadways and appurtenances thereto, for the purpose of selling such lots and appurtenances thereto to buyers thereof, and whereas, the site improvements required to be made on such subdivision, as required by the City of Charles Town Subdivision Ordinance and the construction plans have not yet been made, which improvements are detailed in Planning Commission file no. (CTPC file no.).

NOW THEREFORE, if the developer of the (Applicant/Developer Name & Subdivision Name), shall well and truly complete the construction and installation of such site improvements by (bond expiration date), and pay all costs attendant thereto, in compliance with the City of Charles Town Subdivision Ordinance, then this bond shall be wholly null and void; otherwise, it shall remain in full force and effect.

A. The City Council of City of Charles Town, West Virginia, shall execute and deliver to the Maker hereof complete or partial satisfaction of this bond when the same is requested by the Maker hereof, according to the following provisions:

1. A complete satisfaction and exoneration shall be granted by the City Council of City of Charles Town upon presentation of evidence by the Maker that all terms and conditions of this bond have been satisfied.
2. Requests for partial satisfaction may be made from time to time; provided that such requests are for no less than the minimum amounts established by the Site Improvements Bonding & Bond Surety Policy; partial satisfaction shall be granted upon presentation of evidence by the Maker that work equal in value to the amount of the satisfaction requested, has been completed and that all terms and conditions of the surety sought to be partially satisfied have been satisfied.
3. However, in the event that a previously approved and released component of the site improvements has failed before the final bond release, the developer shall be responsible for correcting, repairing or replacing the failed site improvement. No further bond reductions or final bond release shall occur until the developer has corrected, repaired, or replaced the failed site improvement to the satisfaction of the Chief City Engineer; or the developer has re-posted the bond surety necessary to cover the costs of the repair or replacement of the failed component, to the satisfaction of the Chief City Engineer.
4. The City Council of City of Charles Town shall not consent to any satisfaction under provisions 1 and 2 above, until being first provided with a written statement from the City Engineer certifying that required improvements have been satisfactorily completed. Furthermore, the City Council of City of Charles Town shall not consent to any satisfaction under provisions 1 or 2 above, until the Maker has paid the City Council of City of Charles Town a fee, in accordance with the prevailing fee schedule, for each site inspection (after the erosion & sediment control devices have been inspected and approved) performed by the City Engineer at the request of the Maker.

B. The Bond is secured by an Irrevocable Letter-of-Credit (LOC #), dated the ____ day of ____ (Month) ____ (Year), from _____ (Bank Name), _____ (Mailing Address, City, State, Zip), which is on file in the offices of the City of Charles Town Department of Community Development. By acceptance of the above irrevocable letter-of-credit as security, the following conditions shall apply:

1. Lending institution is insured by the Federal Deposit Insurance Corporation (FDIC) with offices and license to practice banking in West Virginia with a Sheshunoff National rating of at least 35 and with total letter of credit exposure of the City at the lending institution limited to no more than 50 percent of the institution's equity capital, unless agreed to by the City Council.
2. The Irrevocable Letter-of-Credit in the amount of \$ _____ shall be attached to this document and made a part hereof; and
3. The irrevocable letter of credit shall be clearly written to provide the beneficiary with direct and immediate access to the loan funds upon submission by the beneficiary of a written and signed draft request; and
4. An irrevocable letter-of-credit shall remain in full force and effect as security for this Bond until such time as the bond is released.
5. The expiration date shall be at least six (6) months after the date by which the Performance Agreement must be performed.
6. Letter of credit must contain the conditions of automatic renewal providing that the letter of credit will automatically be extended for additional period of six months unless the City Manager is notified in writing, by certified mail, with return receipt request, at least ninety (90) days in advance of the

Form: Irrevocable Letter of Credit

present or future expiration date, that the issuing bank does not intend to extend such letter of credit.

7. Signed draft requests against the irrevocable letter-of-credit will be made by the City of Charles Town Council (beneficiary) for one or both of the two following reasons:
 - A. Failure on the part of (Applicant/Developer Name & Subdivision Name), to complete improvements according to the terms of this bond.
 - B. Failure on the part of (Applicant/Developer Name & Subdivision Name), to renew the irrevocable letter-of-credit thirty (30) days prior to the expiration date.
8. Drafts made against the irrevocable letter-of-credit by the City of Charles Town Council will be used exclusively for the purpose of completion of site improvements herein required.
9. Drafts made against the irrevocable letter-of-credit for reason 4A above, will be used by the City of Charles Town Council to complete or procure the completion of improvements herein above required.
10. Drafts made against the irrevocable letter-of-credit for reason 4B above, will be escrowed with a local bank or savings and loan association by the City of Charles Town Council and will be held, during the life of this bond, for the purpose of guaranteeing improvements herein above required.

Witness the following signatures and seals:

WITNESS:

(Applicant/Developer Name)

(Subdivision Name)

By:_____

Date:_____

Print Name:_____

Title:_____

Date:_____

WITNESS:

CITY COUNCIL OF CITY OF CHARLES TOWN, WEST
VIRGINIA

By:_____

Date:_____

Print Name:_____

Title:_____

Date:_____



BOND AGREEMENT – CASH-IN-ESCROW

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, (Applicant/Developer Name & Subdivision Name), (Mailing/Street Address, City, State, Zip Code), is held and firmly bound to the **CITY COUNCIL OF CITY OF CHARLES TOWN**, a West Virginia public corporation with control and supervisory functions over the City of Charles Town Planning Commission, in the penal sum of

\$_____ (Dollar amount in figures)

_____ (Dollar amount in words),

for the completion of erosion and sediment control devices, storm water management measures, site grading & drainage, roadways, water and sewer systems, utility lines, paving, property corners, and all other site improvements and associated appurtenances, for the payment of which, well and truly to be made, it binds itself, its successors in title and assigns.

The condition of the above obligation is such that, whereas, the City of Charles Town Planning Commission has approved and consented to the recordation in the Office of the City Clerk of City of Charles Town, the Final Plat of the

(Name of Subdivision), (Phase of Subdivision), (Lot Numbers) and residue, a subdivision of lands of (Name of Property Owner), the property is located (Route No., Road Name, Mile Marker, etc.), which is to consist of (No. and type of lots), on (No. of Acres), more or less, with roadways and appurtenances thereto, for the purpose of selling such lots and appurtenances thereto to buyers thereof, and whereas, the site improvements required to be made on such subdivision, as required by the City of Charles Town Subdivision Ordinance and the construction plans have not yet been made, which improvements are detailed in Planning Commission file no. (CTPC file no.).

NOW THEREFORE, if the developer of the (Owner/Developer Name), shall well and truly complete the construction and installation of such site improvements by (bond expiration date), and pay all costs attendant thereto, in compliance with the City of Charles Town Subdivision Ordinance, then this bond shall be wholly null and void; otherwise, it shall remain in full force and effect.

A. The City Council of City of Charles Town, West Virginia, shall execute and deliver to the Maker hereof complete or partial satisfaction of this bond when the same is requested by the Maker hereof, according to the following provisions:

1. A complete satisfaction and exoneration shall be granted by the City Council of City of Charles Town upon presentation of evidence by the Maker that all terms and conditions of this bond have been satisfied.
2. Requests for partial satisfaction may be made from time to time; provided that such requests are for no less than the minimum amounts established by the Site Improvements Bonding & Bond Surety Policy; partial satisfaction shall be granted upon presentation of evidence by the Maker that work equal in value to the amount of the satisfaction requested, has been completed and that all terms and conditions of the surety sought to be partially satisfied have been satisfied.

However, in the event that a previously approved and released component of the site improvements has failed before the final bond release, the developer shall be responsible for correcting, repairing or replacing the failed site improvement. No further bond reductions or final bond release shall occur until the developer has corrected, repaired, or replaced the failed site improvement to the satisfaction of the Chief City Engineer; or the developer has re-posted the bond surety necessary to cover the costs of the repair or replacement of the failed component, to the satisfaction of the Chief City Engineer.

3. The City Council of City of Charles Town shall not consent to any satisfaction under provisions 1 and 2 above, until being first provided with a written statement from the City Engineer certifying that the required improvements have been satisfactorily completed. Furthermore, the City Council of City of Charles Town shall not consent to any satisfaction under provisions 1 or 2 above, until the Maker has paid the City Council of City of Charles Town a fee, in accordance with the prevailing fee schedule, for each site inspection (after the erosion & sediment control devices have been inspected and approved) performed by the City Engineer at the request of the Maker.

B. The Bond is secured by Escrow Agreement, dated the _____ day of _____ (Month) 20____ (Year), from _____ (Bank Name), _____ (Mailing Address, City, State, Zip), which is on file in the offices of the City of Charles Town Department of Community Development. By acceptance of the above Escrow Agreement as security, the following conditions shall apply:

1. The amount shall be equal to the approved bond estimate in the form of a cashier's check or certified check, accompanied by a W-9 or Substitute W-9 form, shall be submitted to the Subdivision Administrator, to be deposited with the City Accounting Manager, in an interest-bearing account with full financial accountability provided by the City Accounting manager through a separate Performance Bond Fund.
2. All cash escrows held shall be maintained by individual bond as to principal and accumulated interest but may be pooled for investment purposes with accrued interest allocated to each bond in accordance with City allocation policies. The City Accounting Manager shall be entitled to retain a reasonable amount, not exceeding five percent (5%) of the interest accrued, to cover the cost of administering the account.
3. The Escrow Agreement shall be clearly written to provide the beneficiary with direct and immediate access to the loan funds upon submission by the beneficiary of a written and signed draft request; and
4. An Escrow Agreement shall remain in full force and effect as security for this Bond until such time as the bond is released.
5. Signed draft requests against the Escrow Agreement will be made by the City of Charles Town Council (beneficiary) for failure on the part of (Applicant/Developer Name & Subdivision Name), to

Form: Cash-In-Escrow

complete the improvements according to the terms of this construction bond.

6. Drafts made against the Escrow Agreement by the City of Charles Town Council will be used exclusively for the purpose of completion of site improvements herein required.

Witness the following signatures and seals:

WITNESS:

Date: _____

(Applicant/Developer Name)

(Subdivision Name)

By: _____

Print Name: _____

Title: _____

Date: _____

WITNESS:

Date: _____

WITNESS: CITY COUNCIL OF CITY OF CHARLES
TOWN, WEST VIRGINIA

By: _____

Print Name: _____

Title: _____

Date: _____



CITY OF CHARLES TOWN
***GUARANTEE OF IMPROVEMENT BOND UNIT COST LIST
AND BOND REDUCTION FORM***

This form shall be used to calculate the amount of the bond required to guarantee improvements to be constructed under the approved Final S/LD Application and/or Erosion and Sediment Plan. This form shall also be used in calculating the amount of bond reductions to be approved by the Planning Commission.

Note: No bond shall be reduced until completion of at least thirty (30) percent of the physical Improvements secured by the bond.

PROJECT NAME:	
PREPARED BY:	
DATE OF SUBMISSION	



BOND ESTIMATE					BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
MOBILIZATION GENERAL								
Mobilization	LS	\$6,250.00						
Field Office	EA	\$3,000.00						
Job Sign	EA	\$1,150.00						
SURVEYING								
Steel Pipe Property Corner Marker Incl. Survey	EA	\$275.00						
R.O.W. MONUMENTS SURVEYED IN PLACE								
RM -- 1	EA	\$825.00						
RM -- 2	EA	\$575.00						
EARTHWORK EXCAVATION								
Regular Bulk used as Fill	CY	\$3.86						
Rock, Rip	CY	\$17.30						
Rock, Blast	CY	\$38.48						
BORROW MATERIAL								
Buy, Load, Haul 10 Mi. Select Material	CY	\$28.90						
Fill and Compaction of On-site Borrow	CY	\$5.95						
UNSUITABLE MATERIAL								
Load and Haul, 20 mi R/T	CY	\$21.95						
Dump Charge	CY	\$37.50						
Site Grading	SY	\$0.75						
CLEAR & GRUB								
Light	AC	\$6,675.00						
Moderate	AC	\$9,750.00						



BOND ESTIMATE					BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
Heavy	AC	\$12,250.00						
Very Heavy	AC	\$14,250.00						
LANDSCAPING								
Seeding	SY	\$0.77						
Sodding	SY	\$3.64						
PLANTING SHRUBS								
18"	EA	\$40.00						
24"	EA	\$70.00						
TREES								
6' – 8' (1-2 in. Caliper)	EA	\$400.00						
8' – 10' (2.5-3 in. Caliper)	EA	\$700.00						
Tree Protection	LF	\$9.00						
MISCELLANEOUS SITE IMPROVEMENTS								
RETAINING WALLS								
Timber Wall (Less Than 6 ft)	LF	\$325.00						
Dry Rubble RW-1 (H=6')	LF	\$450.00						
Mortared Rubble RW-1A (H=6')	LF	\$535.00						
Concrete Gravity RW-2 (H=6')	LF	\$339.00						
Concrete Gravity RW-3 (H=6')	LF	\$378.00						
FENCING								
Std. Fence (H=5') FR-5	LF	\$9.31						
Farm Fence (H=5') FR-3A	LF	\$10.90						
Chain Link Fence (H=6')FR 2-B	LF	\$14.52						
Board Fence (H=6')	LF	\$19.35						



BOND ESTIMATE					BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
TOT LOTS								
Tot Lot	EA	\$16,495.00						
STORM DRAINAGE								
STORM SEWER								
<i>NOTE: All pipe unit prices include trench, excavation, bedding, pipe, & backfill</i>								
Rock Excavation for All Pipe Types								
Less than 1,500 CY (Blasting)	CY	\$110.00						
More than 1,500 CY (Blasting)	CY	\$90.00						
Less than 1,500 CY (Hoe Ram)	CY	\$135.00						
More than 1,500 CY (Hoe Ram)	CY	\$110.00						
Trench De-watering								
Trench De-watering	LF	\$2.95						
RCP CLASS III ROUND T & G W/MASTIC								
12" Pipe (RCP III)								
0' – 8' Cut	LF	\$44.50						
8' – 14' Cut	LF	\$62.50						
Add cost for Class IV	LF	\$0.85						
O-Ring	LF	\$5.50						
15" Pipe (RCP III)								
0' – 10' Cut	LF	\$49.75						
10' – 16'	LF	\$77.50						
Add Cost for Class IV	LF	\$0.95						
O-Ring	LF	\$5.50						
18" Pipe (RCP III)								
0' – 10' Cut	LF	\$50.00						
10' – 16' Cut	LF	\$80.00						



BOND ESTIMATE					BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
Add Cost for Class IV	LF	\$2.00						
O-Ring	LF	\$7.00						
21" Pipe (RCP III)								
0' – 10' Cut	LF	\$57.50						
10' – 16' Cut	LF	\$87.50						
Add Cost for Class IV	LF	\$2.75						
O-Ring	LF	\$13.00						
24" Pipe (RCP III)								
0' – 10' Cut	LF	\$67.50						
10' – 16' Cut	LF	\$95.00						
Add Cost for Class IV	LF	\$3.15						
O-Ring	LF	\$14.00						
27" Pipe (RCP III)								
0' – 10' Cut	LF	\$60.00						
10' – 16' Cut	LF	\$95.00						
Add Cost for Class IV	LF	\$4.00						
O-Ring	LF	\$15.00						
30" Pipe (RCP III)								
0' – 10' Cut	LF	\$82.50						
10' – 16' Cut	LF	\$125.00						
Add Cost for Class IV	LF	\$6.00						
O-Ring	LF	\$17.25						
33" Pipe (RCP III)								
0' – 12' Cut	LF	\$115.00						
10' – 18' Cut	LF	\$160.00						
Add Cost for Class IV	LF	\$6.50						
O-Ring	LF	\$21.95						
36" Pipe (RCP III)								
0' – 12' Cut	LF	\$120.00						



BOND ESTIMATE					BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
12' – 18' Cut	LF	\$175.00						
Add Cost for Class IV	LF	\$7.75						
O-Ring	LF	\$22.75						
42" Pipe (RCP III)								
0' – 12' Cut	LF	\$140.00						
12' – 18' Cut	LF	\$200.00						
Add Cost for Class IV	LF	\$12.00						
O-Ring	LF	\$35.45						
48" Pipe (RCP III)								
0' – 12' Cut	LF	\$155.00						
12' – 18' Cut	LF	\$215.00						
Add Cost for Class IV	LF	\$12.50						
O-Ring	LF	\$43.35						
54" Pipe (RCP III)								
0' – 12' Cut	LF	\$190.00						
12' – 18' Cut	LF	\$275.00						
Add Cost for Class IV	LF	\$18.75						
O-Ring	LF	\$44.45						
60" Pipe (RCP III)								
0' – 12' Cut	LF	\$225.00						
12' – 18' Cut	LF	\$335.00						
Add Cost for Class IV	LF	\$22.50						
O-Ring	LF	\$48.65						
ELLIPTICAL PIPE – RCP CLASS III								
23" X 14" (18" Equiv-RCP III)								
0' – 10' Cut	LF	\$75.00						
10' – 16' Cut	LF	\$110.00						
Add Cost for Class IV	LF	\$16.45						
O-Ring	LF	\$43.35						



BOND ESTIMATE					BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
30" X 19" (24" Equiv-RCP III)								
0' – 10' Cut	LF	\$90.00						
10' – 16' Cut	LF	\$130.00						
Add Cost for Class IV	LF	\$5.95						
O-Ring	LF	\$43.35						
38" X 24" (30" Equiv-RCP III)								
0' – 10' Cut	LF	\$120.00						
10' – 16' Cut	LF	\$167.50						
Add Cost for Class IV	LF	\$8.45						
O-Ring	LF	\$51.35						
45" X 29" (36" Equiv-RCP III)								
0' – 10' Cut	LF	\$165.00						
10' – 16' Cut	LF	\$235.00						
Add Cost for Class IV	LF	\$11.35						
O-Ring	LF	\$53.35						
53" X 34" (42" Equiv-RCP III)								
0' – 12' Cut	LF	\$210.00						
10' – 18' Cut	LF	\$300.00						
Add Cost for Class IV	LF	\$15.35						
O-Ring	LF	\$58.95						
60" X 38" (48" Equiv-RCP III)								
0' – 12' Cut	LF	\$255.00						
10' – 18' Cut	LF	\$375.00						
Add Cost for Class IV	LF	\$18.35						
O-Ring	LF	\$69.95						
HDPE PIPE								
8" Pipe								
0'-8' Cut	LF	\$28.65						
8'-14' Cut	LF	\$43.15						



BOND ESTIMATE						BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION		QUANTITY	EXTENSION	%COMPLETE	% Approved
12" Pipe									
0'-8' Cut	LF	\$38.95							
8'-14' Cut	LF	\$57.75							
15" Pipe									
0'-8' Cut	LF	\$50.25							
8'-16' Cut	LF	\$74.85							
18" Pipe									
0'-8' Cut	LF	\$66.00							
8'-16' Cut	LF	\$98.55							
24" Pipe									
0'-8' Cut	LF	\$76.90							
8'-16' Cut	LF	\$115.25							
30" Pipe									
0'-8' Cut	LF	\$91.33							
8'-16' Cut	LF	\$137.27							
36" Pipe									
0'-8' Cut	LF	\$101.68							
8'-16' Cut	LF	\$152.33							
42" Pipe									
0'-8' Cut	LF	\$113.99							
8'-16' Cut	LF	\$171.00							
48" Pipe									
0'-8' Cut	LF	\$129.55							
8'-16' Cut	LF	\$195.66							
STORM STRUCTURES									
END SECTIONS									
End Section (ES-1), Concrete Pipe Size									
15"	EA	\$485.00							



BOND ESTIMATE					BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
18"	EA	\$565.00						
21"	EA	\$645.00						
24"	EA	\$755.00						
27"	EA	\$1,065.00						
30"	EA	\$1,195.00						
36"	EA	\$1,765.00						
42"	EA	\$1,795.00						
48"	EA	\$2,135.00						
54"	EA	\$2,795.00						
60"	EA	\$3,455.00						
ENDWALLS								
EW-1(Pre-cast) Round Pipe Size								
15"	EA	\$800.00						
18"	EA	\$1,337.00						
24"	EA	\$2,021.00						
30"	EA	\$2,133.00						
36"	EA	\$2,366.00						
EW-1 Cast in Place [Round Pipe Size]								
15"	EA	\$852.00						
18"	EA	\$1,053.00						
24"	EA	\$1,495.00						
30"	EA	\$2,144.00						
36"	EA	\$2,383.00						
EW-1A (Pre-Cast) Elliptical Pipe Size								
23" X 14" (18")	EA	\$695.00						
30" X 19" (24")	EA	\$969.00						
38" X 24" (30")	EA	\$1,165.00						
45" X 29" (36")	EA	\$1,445.00						



BOND ESTIMATE						BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION		QUANTITY	EXTENSION	%COMPLETE	% Approved
53" X 34" (42")	EA	\$1,840.00							
EW-1A (Cast in Place) Elliptical Pipe Size									
23" X 14" (18")	EA	\$667.00							
30" X 19" (24")	EA	\$939.00							
38" X 24" (30")	EA	\$1,247.00							
45" X 29" (36")	EA	\$1,618.00							
53" X 34" (42")	EA	\$2,109.00							
EW-2 (PreCast) Round Pipe Size									
42"	EA	\$5,445.00							
48"	EA	\$5,695.00							
54"	EA	\$6,660.00							
60"	EA	\$7,140.00							
72"	EA	\$7,990.00							
84"	EA	\$9,490.00							
EW-2 (Cast in Place) Round Pipe Size									
42"	EA	\$4,723.00							
48"	EA	\$6,039.00							
54"	EA	\$6,972.00							
60"	EA	\$8,179.00							
72"	EA	\$10,713.00							
84"	EA	\$12,288.00							
(EW-6PC) [Double Pipe] Pipe Size									
2-15"	EA	\$999.00							
2-18"	EA	\$1,235.00							
2-24"	EA	\$1,510.00							
2-30"	EA	\$2,165.00							
2-36"	EA	\$2,647.00							
MANHOLES									



BOND ESTIMATE					BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
Standard Brick Manhole Std Frame & Cover (MH-1)								
6' Depth	EA	\$3,750.00						
Depth below 6'	VF	\$163.00						
Standard Precast Manhole Std Frame & Cover (MH-2)								
6' Depth	EA	\$3,100.00						
Depth below 6'	VF	\$177.00						
Additional Cost (Amounts in parentheses to be added to the above unit costs)								
Watertight Fr/Cover (Add 110)	EA	\$579.00						
Heavy Duty Fr/Cover (Add 82)	EA	\$599.00						
DROP INLETS								
Cast in Place 48"								
Drop Inlet (DI-1) 12" – 24" Pipe 0-10 VF	EA	\$3,697.00						
Drop Inlet (DI-1A) 12" – 24" Pipe 10-20 VF	EA	\$5,593.00						
Drop Inlet (DI-2) 12" – 24" Pipe 0-10 VF, 10' throat	EA	\$6,911.00						
Drop Inlet (DI-2A) 12" – 24" Pipe 10-20 VF, 10' throat	EA	\$8,833.00						
CURB DROP INLETS								
Curb Drop Inlet (DI-3A)								
12"-30" Pipe (Invert Depth (H) = 0'-8') Inlet Length 2'-6"	EA	\$4,088.00						
Curb Drop Inlet (DI-3AA)								
12"-30" Pipe (Invert Depth (H) = 8'-20') Inlet Length 2'-6"	EA	\$5,357.00						
Curb Drop Inlet (DI-3B & DI-12) 12"-30" Pipe (Invert Depth (H) = 0'-8') Inlet Length								
4'	EA	\$4,279.00						



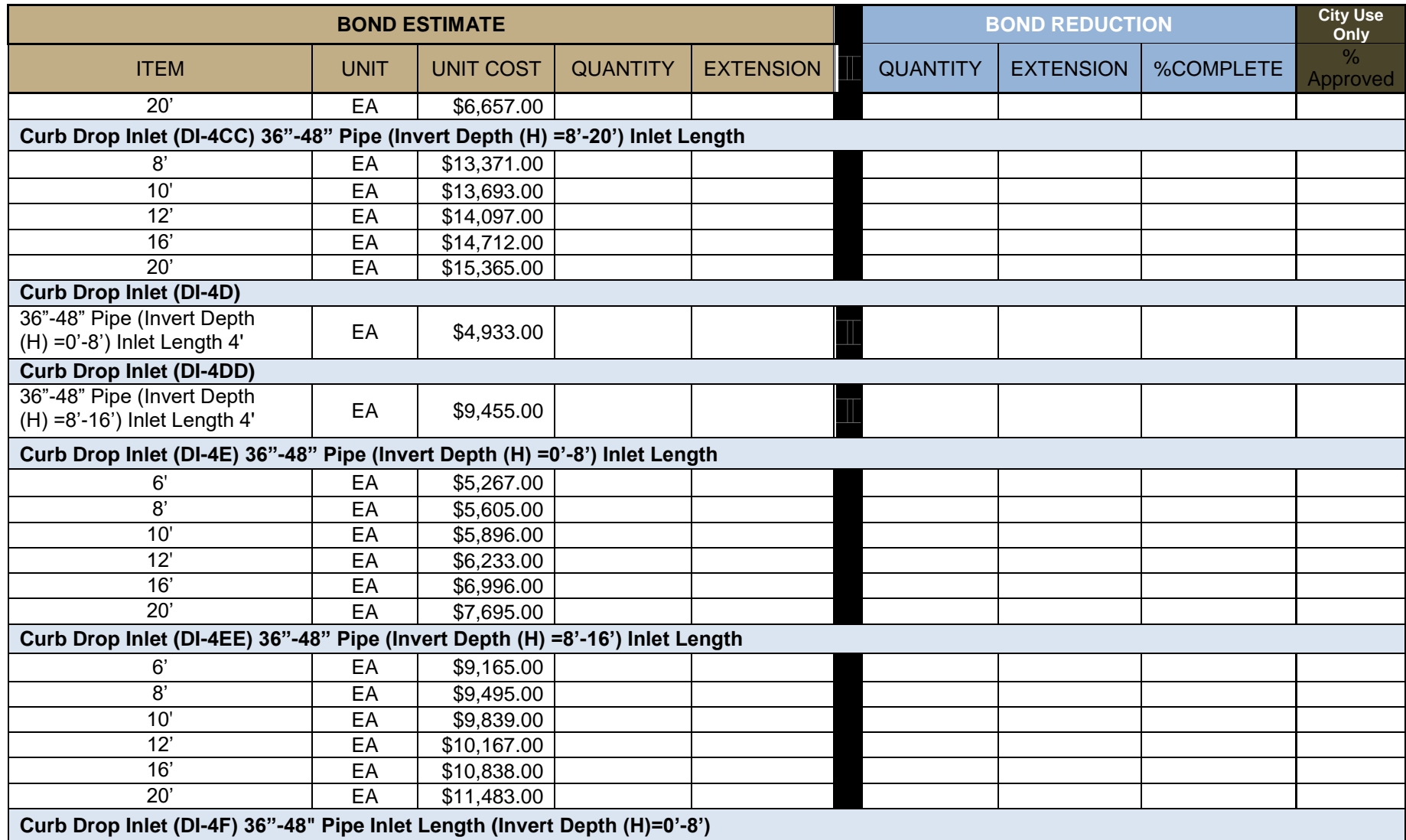
BOND ESTIMATE					BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
6'	EA	\$4,573.00						
8'	EA	\$4,889.00						
10'	EA	\$5,052.00						
12'	EA	\$5,227.00						
16'	EA	\$5,543.00						
20'	EA	\$5,859.00						
Curb Drop Inlet (DI-3BB) 12"-30" Pipe (Invert Depth (H) =8'-20') Inlet Length								
4'	EA	\$4,276.00						
6'	EA	\$4,848.00						
8'	EA	\$5,429.00						
10'	EA	\$5,732.00						
12'	EA	\$6,011.00						
16'	EA	\$6,296.00						
20'	EA	\$6,599.00						
Curb Drop Inlet (DI-3C) 12"-30" Pipe (Invert Depth (H) =0'-8') Inlet Length								
6'	EA	\$4,013.00						
8'	EA	\$4,588.00						
10'	EA	\$4,893.00						
12'	EA	\$5,178.00						
16'	EA	\$5,766.00						
20'	EA	\$6,339.00						
Curb Drop Inlet (DI-3CC) 12"-30" Pipe (Invert Depth (H) =8'-20') Inlet Length								
6'	EA	\$4,746.00						
8'	EA	\$5,293.00						
10'	EA	\$5,627.00						
12'	EA	\$5,988.00						
16'	EA	\$6,772.00						
20'	EA	\$7,465.00						



BOND ESTIMATE					BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
Curb Drop Inlet (DI-3D)								
12"-30" Pipe (Invert Depth (H) =0'-8') Inlet Length 2'-6"	EA	\$3,633.00						
Curb Drop Inlet (DI-3DD)								
12"-30" Pipe (Invert Depth (H) =8'-20') Inlet Length 2'-6"	EA	\$4,367.00						
Curb Drop Inlet (DI-3E) 12"-30" Pipe (Invert Depth (H) =0'-8') Inlet Length								
4'	EA	\$4,093.00						
8'	EA	\$4,756.00						
10'	EA	\$5,724.00						
12'	EA	\$5,833.00						
16'	EA	\$6,072.00						
20'	EA	\$6,709.00						
Curb Drop Inlet (DI-3EE) 12"-30" Pipe (Invert Depth (H) =8'-20') Inlet Length								
6'	EA	\$7,562.00						
8'	EA	\$7,869.00						
10'	EA	\$7,999.00						
12'	EA	\$8,166.00						
16'	EA	\$8,471.00						
20'	EA	\$8,767.00						
Curb Drop Inlet (DI-3F) 12"-30" Pipe Inlet Length (Invert Depth (H)=0'-8')								
6'	EA	\$3,765.00						
8'	EA	\$4,419.00						
10'	EA	\$4,749.00						
12'	EA	\$5,085.00						
16'	EA	\$5,742.00						
20'	EA	\$6,395.00						
Curb Drop Inlet (DI-3FF) 12"-30" Pipe (Invert Depth (H) =8'-20') Inlet Length								



BOND ESTIMATE					BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
6'	EA	\$8,077.00						
8'	EA	\$8,288.00						
10'	EA	\$8,480.00						
12'	EA	\$8,669.00						
16'	EA	\$9,047.00						
20'	EA	\$9,446.00						
Curb Drop Inlet (DI-4A) 36"-48" Pipe (Invert Depth (H)=0'-8') Inlet Length								
4'	EA	\$4,868.00						
Curb Drop Inlet (DI-4AA) 36"-48" Pipe (Invert Depth (H)=0'-8') Inlet Length								
4'	EA	\$6,817.00						
Curb Drop Inlet (DI-4B) 36"-48" Pipe (Invert Depth (H) =0'-8') Inlet Length								
6'	EA	\$5,172.00						
8'	EA	\$5,499.00						
10'	EA	\$5,698.00						
12'	EA	\$5,870.00						
16'	EA	\$6,221.00						
20'	EA	\$6,571.00						
Curb Drop Inlet (DI-4BB) 36"-48" Pipe (Invert Depth (H) =8'-20') Inlet Length								
6'	EA	\$10,292.00						
8'	EA	\$10,643.00						
10'	EA	\$10,810.00						
12'	EA	\$10,974.00						
16'	EA	\$11,309.00						
20'	EA	\$11,669.00						
Curb Drop Inlet (DI-4C) 36"-48" Pipe (Invert Depth (H) =0'-8') Inlet Length								
8'	EA	\$5,612.00						
10'	EA	\$5,794.00						
12'	EA	\$5,968.00						
16'	EA	\$6,315.00						

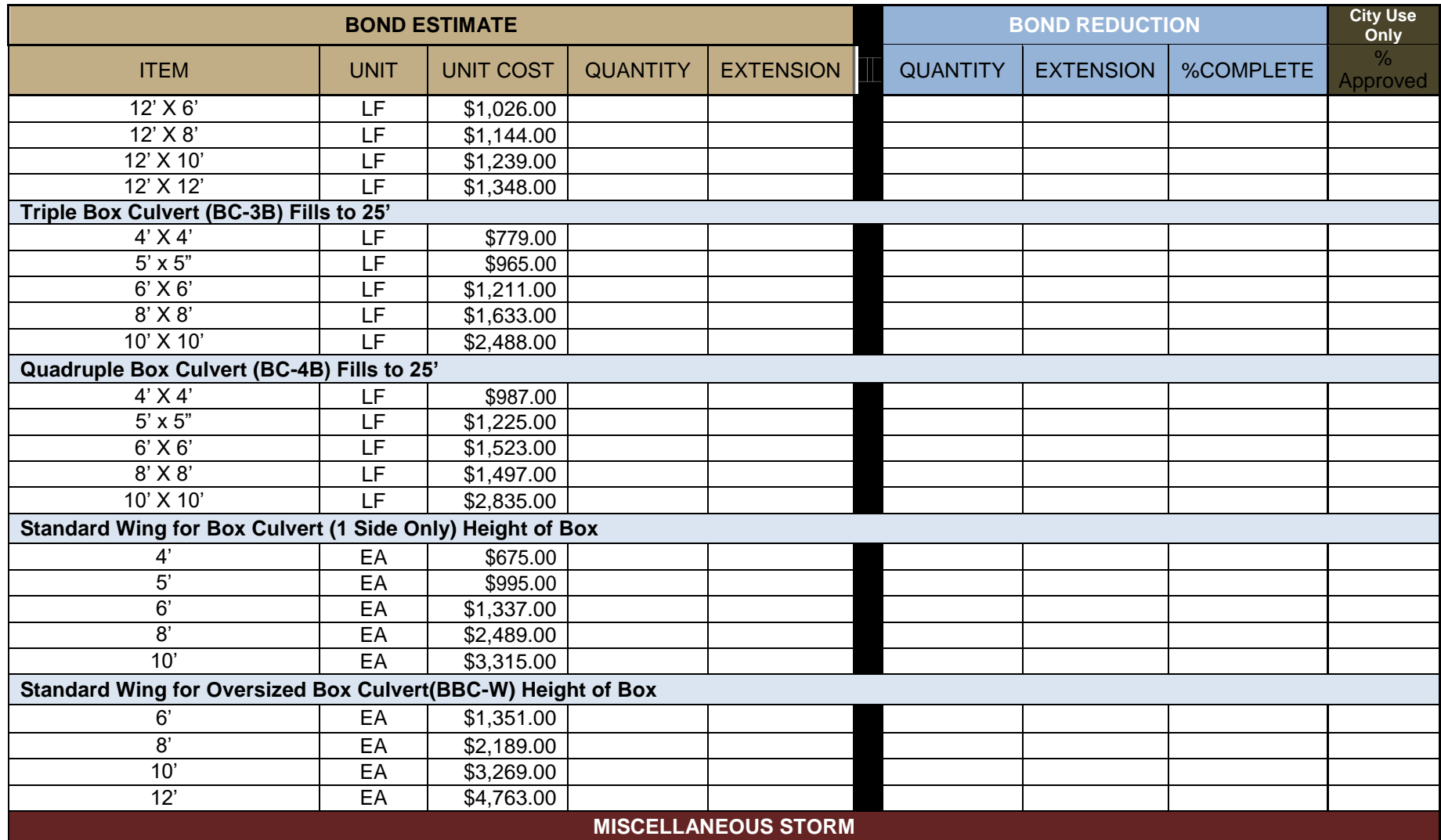


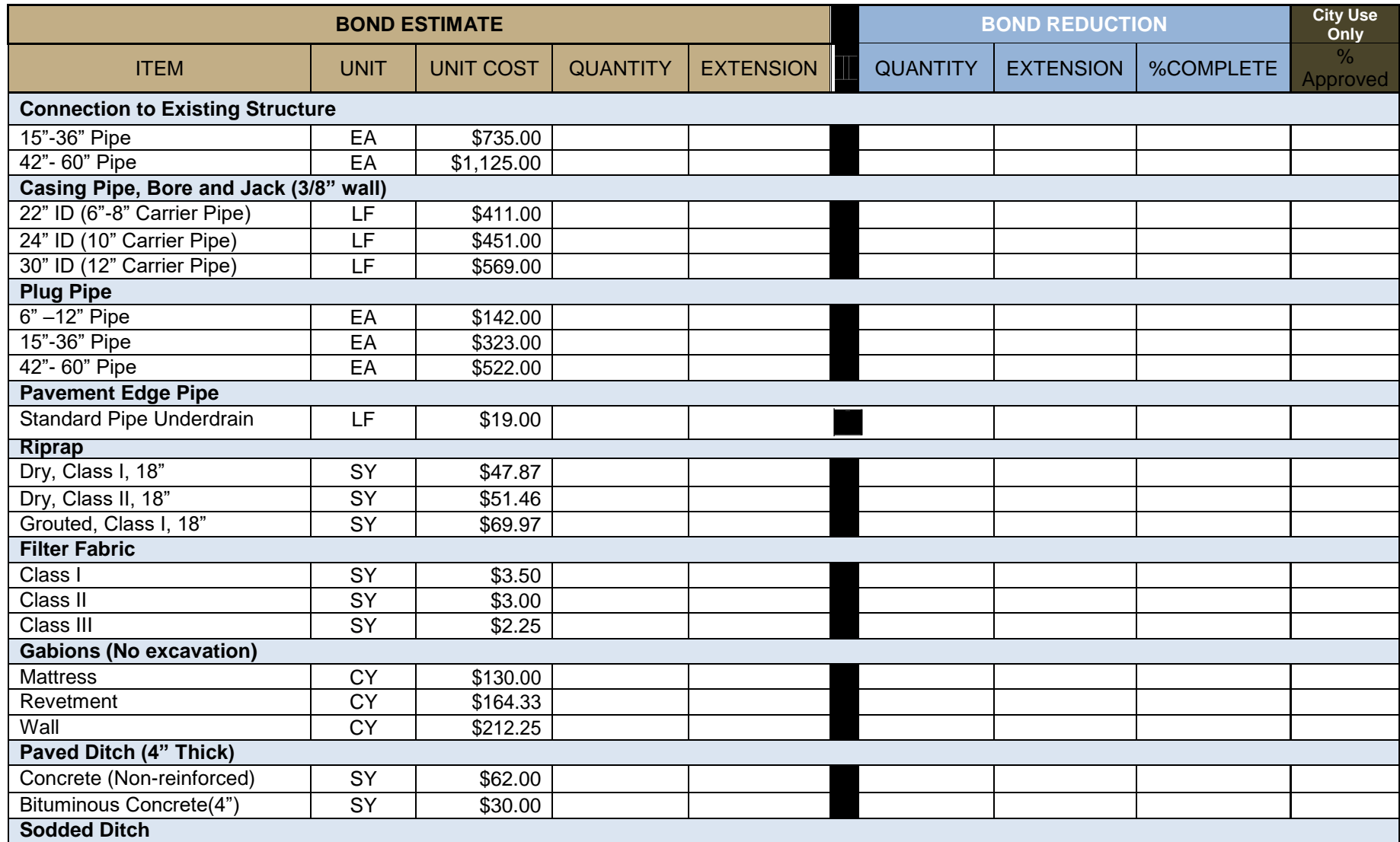


BOND ESTIMATE					BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
8'	EA	\$5,877.00						
10'	EA	\$6,209.00						
12'	EA	\$6,568.00						
16'	EA	\$7,259.00						
20'	EA	\$7,963.00						
Curb Drop Inlet (DI-4FF) 36"-48" Pipe (Invert Depth (H) =8'-16') Inlet Length								
8'	EA	\$8,866.00						
10'	EA	\$9,147.00						
12'	EA	\$9,435.00						
16'	EA	\$9,997.00						
20'	EA	\$10,584.00						
Median Drop Inlets - CIP								
Median Drop Inlet (DI-6A) 12"-24" Pipe Inlet (H=8')	EA	\$4,205.00						
Median Drop Inlet (DI-6B) 12"-24" Pipe Inlet (H=8')	EA	\$4,267.00						
Median Drop Inlet (DI-6C) 30"-48" Pipe Inlet (H=10')	EA	\$5,589.00						
Median Drop Inlet (DI-6D) 30"-48" Pipe Inlet (H=10')	EA	\$5,692.00						
Median Drop Inlet (DI-7) Type III Top 12"-42" Pipe Inlet (H=10')	EA	\$5,748.00						
Median Drop Inlet (DI-7A) Type III Top 12"-42" Pipe Inlet (H=10')	EA	\$6,338.00						
Median Drop Inlet (DI-7B) Type III Top 12"-42" Pipe Inlet (H=10')	EA	\$6,797.00						



BOND ESTIMATE					BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
MISCELLANEOUS INLETS								
Ditch Drop Inlet, (DI-5) Type III Tip 12"-42" Pipe Inlet (H=8')	EA	\$5,226.00						
Standard Yard Inlet (YI-1) 12"-48" Pipe (Invert Depth (H)=0'-8') Inlet Length 4'(No Aprons)	EA	\$4,749.00						
Add Yard Inlet Apron	THROAT	\$255.00						
Standard Yard Inlet (YI-3) 12"-48" Pipe (Invert Depth (H)=0'-8') Inlet Length 4'(No Aprons)	EA	\$5,127.00						
Add Yard Inlet Apron	THROAT	\$255.00						
CULVERTS								
Single Box Culvert (BC-1A) Fills to 25'								
4' X 4'	LF	\$336.00						
5' x 5"	LF	\$410.00						
6' X 6'	LF	\$498.00						
8' X 8'	LF	\$699.00						
10' X 10'	LF	\$845.00						
Double Box Culvert (BC-2b) Fills to 25'								
4' X 4'	LF	\$566.00						
5' x 5"	LF	\$705.00						
6' X 6'	LF	\$854.00						
8' X 8'	LF	\$1,148.00						
10' X 10'	LF	\$1,411.00						
Oversized Single Box Culvert (BBC-1) Fills to 25'								







BOND ESTIMATE					BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
Sodded Ditch (Incl Fine Grading)	SY	\$9.86						
STREET CONSTRUCTION								
ROADS AND PARKING								
Soil Stabilization		Inches						
Cement 6%	SY/Inch Depth	\$2.70						
Depth (in Inches):								
Lime 6%	SY/Inch Depth	\$1.89						
Depth (in Inches):								
Subbase, Aggregated Material								
Base Type I	SY/Inch Depth	\$1.75						
Depth (in Inches):								
Bituminous Concrete								
Base Course	SY/Inch Depth	\$5.59						
Depth (in Inches):								
Intermediate Course	SY/Inch Depth	\$5.49						
Depth (in Inches):								
Top Course	SY/Inch Depth	\$5.49						
Depth (in Inches):								
Prime Coat	SY	\$1.10						
Tack Coat	SY	\$1.10						
Driveway Restoration								
4" Concrete & 4" Gravel	SY	\$79.95						



BOND ESTIMATE					BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
2" S-5 & 7 6" Gravel	SY	\$31.96						
Shoulders, Type I								
Aggregated Base, 4"	SY	\$11.50						
Concrete Curbing								
Curb & Gutter CG6 & CG7	LF	\$22.50						
Curb Cut, CG-12 Detectable Surf.	EA	\$569.00						
Entrances/Driveways								
Commercial Entrance CG-11	SY	\$52.88						
Commercial Entrance CG-13	SY	\$64.67						
Residential Driveway Apron	SY	\$51.79						
Guardrails								
Std. Blocked-out W beam (GR2)	LF	\$42.50						
Std. W beam, Weak Post GR8	LF	\$28.50						
Terminal, GR-6 (L=12'-6")	EA	\$2,929.00						
Terminal, GR-7 (L=6'-3")	EA	\$2,659.00						
Type I, GR-8 Terminal (L=25')	EA	\$1,399.00						
Type II, GR-8 Terminal (L=13'-6")	EA	\$695.00						
Terminal, MB-4 (L=37'-6")	EA	\$3,495.00						
Type I, MB-5 Terminal (L=27'-1)	EA	\$2,925.00						
Type II, MB-5 Terminal (L=13'-6")	EA	\$1,675.00						
Miscellaneous								
Trash enclosure - Brick 6' high	LF	\$325.00						
Reinforced Concrete Pad 6" to 8"	SY	\$62.00						
Striping 4" width (VDOT Type	LF	\$2.25						



BOND ESTIMATE					BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
B)								
Concrete Wheel Stops	EA	\$70.00						
Parking Lot Striping	EA	\$50.00						
Sign Island	EA	\$850.00						
Traffic Barricade	LF	\$43.45						
Street Name Signs	EA	\$435.00						
Traffic Control Signs	EA	\$375.00						
Street Light (pole, bracket, light)	EA	\$4,285.00						
SIDEWALKS AND TRAILS								
Sidewalk								
Concrete 4" w/WWF, No base	SY	\$45.23						
Bitum. Conc, 2" w/4" Base	SY	\$30.00						
4" Conc, No Reinf., No Base	SY	\$41.00						
HANDRAIL								
Handrail 3 Rail 1-1/4" #4 Finish	LF	\$96.50						
Wood Chip Trail								
Trails(Incl Excavation & Grading) Wood chip, 4' wide	SY	\$17.69						
Bituminous Trail								
6' to 10' wide	SY	\$49.25						
CRITICAL SLOPE STABILIZATION								
Paved Flume	SY	\$67.00						
Stmwtr Conc Channel-Excav	SY	\$7.75						
ADD Grass Lined-seeded	SY	\$5.37						
ADD Grass Lined-sodded	SY	\$10.89						
Outlet Protection								
Non-grouted Riprap 18"	SY	\$52.00						
Concrete 4"	SY	\$53.50						



BOND ESTIMATE					BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
Level Spreader	SY	\$4.44						
Struc Streambank Protection								
Non-grouted Riprap 18"	SY	\$58.00						
Gabions	CY	\$147.00						
Vegetative Erosion Control								
Sodding incl Fertilizing – Banks	SY	\$7.77						
Sodding incl Fertilizing – Flat	SY	\$5.36						
Seeding incl Fertilizing	SY	\$2.44						
Soding W/Soil Treat & Watering	SY	\$3.25						
Seeding W/Soil Treat & Watering	SY	\$6.46						
Straw Mulch w/Tack	SY	\$1.40						
Jute Mesh	SY	\$1.77						
SPECIAL ITEMS								
FEMA Processing LOMR/CLOMR	EA	\$7,500.00						
As Built (Record Drawings)	EA	\$9,500.00						
SWM/BMP POND	LS	See Note 1						
SIGNALIZATION	LS	See Note 2						
Subtotal								

TOTAL ESTIMATE OF COMPLETED WORK:



TOTAL:

+ 10%
CONTINGENCIES:

GRAND TOTAL:

+ 4% INFLATION
FACTOR: