

**PUBLIC WORKS AGREEMENT NO. \_\_\_\_\_**

**SEWER CONTRACT**  
**GRINDER PUMP AND LATERAL INSTALLATION**

It is hereby agreed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between FREDERICK COUNTY, MARYLAND, a body politic and corporate in the State of Maryland, hereinafter referred to as "County" and \_\_\_\_\_ hereinafter referred to as "Property Owner," as follows:

1. The Property Owner is the owner of and wishes to develop certain land in Frederick County described as: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. All requisite easements and fee simple deeds to the County for the areas where the sewer facilities and appurtenances will be located shall be recorded among the Land Records of Frederick County, Maryland at the expense of the Property Owner prior to the issuance of a building permit.

3. The Property Owner has applied to the County for the construction of the necessary sewage collection facilities and the appurtenances thereto to serve the above referenced property, and has undertaken to locate a contractor for the construction of said system in accordance with the Frederick County rules, regulations and specifications.

4. The necessary sewerage facilities and appurtenances to service subject property shall be constructed at the expense of the Property Owner. After completion of the construction and inspection of the facilities, ownership shall be transferred to the County. The County will be responsible for the normal routine maintenance of the facilities and appurtenances thereto, which are located within the easement area. The County shall not be responsible for the repair or maintenance of any lines or facilities inside any dwelling or structure built on the subject property. Repairs needed as a result of damage to the facilities, (either accidental or intentional) shall be made at the property owners' expense.

5. The sewerage facilities have been designed in accordance with Frederick County rules, regulations, and specification and the construction of the system shall be in accordance with the standard specifications and details of the County.

6. The Property Owner agrees that all costs and expenses incurred by the County in connection with the review and approval of the design, the inspection of the construction of the system and any other costs incurred in relation to the project shall be borne by the Property Owner.

7. The Property Owner shall pay to the County the amount of the agreed upon contract bid, plus fifteen percent (15%) for contingencies, prior to the award of the contract or the issuance of the permit, in the form of cash escrow or Letter of Credit acceptable to the County Attorney. These financial assurances will guarantee the completion of the project and payment of all costs incurred in the construction of the sewer system and appurtenances. If cash is deposited in escrow with the County, the

appropriate amount will be withdrawn by the County in order to pay the contractor the amount of any approved invoices. Any unused portion of the construction money will be refunded to the Property Owner after the construction has been completed and accepted by the County. If the cost of construction exceeds the amount deposited with the County, the Property Owner shall pay the additional monies necessary prior to the acceptance and operation of the system or the issuance of a use and occupancy permit for any structure being built on the property.

8. The Property Owner will pay the design and review fee for the review of the design plans for the systems, when the plans are submitted, in accordance with the fee schedule of the Division of Water and Sewer Utilities (“DWSU”).

9. The Property Owner will pay any inspection fees prior to the execution of the construction contract in accordance with the fee schedule of the DWSU.

10. Property Owner shall obtain all the applicable permits prior to the commencement of construction.

11. The Property Owner shall pay the prevailing connection fees for the sewer service for each equivalent dwelling unit, as determined by the County, prior to the issuance of the construction and/or building permits.

12. During construction of the systems the County shall have the sole right to approve any changes relating to the construction or design of the system and will transmit any such change orders to the Property Owner. Approval of any change orders requested by the Property Owner will not be unreasonably withheld by the County.

13. The County shall not be liable or responsible for any delay or default or any other problems encountered during the construction of the system. The Property Owner shall not have the right to assign this agreement without the approval of the County.

14. Every notice, approval, consent, or other communication authorized or required by this agreement shall be effective if made in writing and sent postage prepaid by United States mail or hand delivered to the other party at the address herein stated:

Division of Water and Sewer Utilities  
4520 Metropolitan Court  
Frederick, Maryland 21704

Property Owner:

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15. This agreement sets forth all the promises, agreements, conditions and understandings between the County and the Property Owner relative to the specific subject matter of this agreement, and there are no promises, agreements, conditions, or understandings either in writing or oral, expressed or implied, between the parties other than set forth herein. Except as otherwise specifically provided herein, no subsequent changes, additions, or amendments to this agreement shall be binding upon the parties

unless in writing and executed by each of the parties.

In witness thereof the parties herein set their hands and seals or caused these documents to be executed by the appropriate officers or officials.

ATTEST:

FREDERICK COUNTY, MARYLAND, a  
body corporate and politic

By \_\_\_\_\_

Chief Administrative Officer

WITNESS:

\_\_\_\_\_  
[Property Owners]

\_\_\_\_\_  
Typed or printed name(s)

\_\_\_\_\_  
Typed or printed name(s)