

Chapter 8: Performance Guarantee

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SECTION 800 PURPOSE AND INTENT

The Board of Supervisors has delegated the authority for performance guarantee, releases, reduction, extension and drafts to the Department of Community Development. Therefore, the purpose for this section is to provide the policies, procedural guidelines, and forms for providing an acceptable guarantee of performance to ensure compliance with county and state codes, and timely construction, completion and acceptance of improvements in accordance with approved plans and specifications.

SECTION 801 PERFORMANCE GUARANTEE REQUIREMENTS**Subdivision/Site Plan Performance Guarantee**

Bonding or acceptable performance guarantees for all public infrastructure is a pre-requisite to the release of approved site plans, subdivision plans, and prior to the approval of subdivision plats unless otherwise exempt from Fauquier County ordinances. Such guarantees include, but are not limited to bicycle trails; streets, and their associated curb and gutter, sidewalks; sewerage systems, waterlines and facilities as part of a public or approved private system; drainage/stormwater management facilities; or other improvements dedicated for public use and maintained by Fauquier County, the Commonwealth or other public agencies. These improvements also can be for the provision of other site related improvements required by local or state land development regulations and codes for vehicular ingress and egress, public access streets, for structures necessary to ensure the stability of soils and critical slopes, and for stormwater facilities to be financed in part or whole by private funds.

Prior to issuance of any building permit there shall be an agreement executed by the owner with the County to construct required physical improvements, together with a performance guarantee. The agreement and performance guarantee or condition shall provide for completion of all work in within a specified time period.

All required improvements shall be installed at the cost of the subdivider. Where cost sharing or reimbursed agreements between the County of Fauquier and the subdivider are appropriate, the same shall be entered into by formal agreement prior to final plat approval and shall be subject to Virginia Department of Transportation inspection and acceptance. In cases where specifications have been established either by the Virginia Department of Transportation for streets, etc., by this Manual or other county ordinances such specifications shall be followed.

The subdividers performance guarantee shall not be released until construction has been inspected and accepted by appropriate agent and the Virginia Department of Transportation, if applicable. All improvements shall be in accordance with the requirements as established by the approved plan. Upon written request by the subdivider or developer, Fauquier County shall make periodic partial releases of the performance guarantee in a cumulative amount equal to no more than eighty (80) percent of the original performance guarantee amount. Upon final completion and acceptance of said facilities, the Board of Supervisors shall release any remaining escrow, letter of credit or other performance guarantee to the subdivider or developer.

Fauquier County shall respond within thirty days after acceptance of the developer's request to reduce or release the performance guarantee. Fauquier County shall notify said owner and any additional applicants in writing of denial of any portion of the request by applicable agencies, including specified defects or deficiencies in construction and the requisite corrective measures.

If no such action is taken by Fauquier County, within the time specified above, the request shall be deemed approved, and a partial release granted to the subdivider or developer. No final release shall be granted until after expiration of such thirty (30) day period and receipt of an additional request in writing sent by certified mail return receipt to the governing body's chief administrative officer. Fauquier County shall act within ten (10) working days of receipt of the request; then if no action is taken, the request shall be deemed approved and final release granted to the subdivider or developer.

SECTION 802 TYPES OF SURETY

The acceptable forms of performance guarantee are:

- Surety with a Bonding Company
- Collateral Assignment of a Certificate of Deposit
- Certified or Cashier's Check
- Letter of Credit
- Cash

SECTION 803 PERFORMANCE GUARANTEE PROCESS AND PROCEDURES

A. Performance Guarantee Estimates

Erosion and sediment controls, stormwater management facilities, site improvements, and items specifically proffered for individual site plans and subdivisions as identified on an approved plan must be performance guaranteed prior to the release of approved site plans and approval of subdivision plats. The performance guarantee estimate must be signed and sealed by either a licensed professional engineer or qualified licensed land surveyor, and must provide unit pricing for individual items, plus a 25 percent contingency.

Fauquier County will review the estimate in accordance with the information contained herein and will respond in writing within thirty (30) days to establish the performance guarantee amount as well as the corresponding Land Disturbance Permit fee. Should additional information be required to process the performance guarantee request, Fauquier County will notify the applicant in writing.

The performance guarantee estimate shall be prepared using Fauquier County Unit Prices. A paper copy and an electronic copy of the performance guarantee estimate shall be submitted to Fauquier County for review (see appendix for a sample project).

Performance Guarantee Estimate Review

- Performance Guarantee estimates will be reviewed using the Standard Unit Price List for Fauquier County. (refer to the Department of Community Development Website)

or see appendix A805). In addition to the unit prices specified for individual items, the Unit Price List establishes minimums for several items.

- The Unit Price List will be updated, as needed.
- Estimates must be provided for all infrastructure and related improvements depicted on the approved plan and are not limited to items listed on the Unit Price List.

B. Performance Guarantee Documents

Once the performance guarantee estimate review has been completed and the performance guarantee amount has been established, the applicant shall submit the performance guarantee documents to the Department of Community Development for review and approval. The performance guarantee package must include the following information:

- The applicable completed Land Developer's and Land Disturber's Agreements typed on company letterhead (see appendix for samples); and
- The Performance Guarantee (Letter of Credit, Surety Bond, or Cash, etc.) in the established amount (see appendix for samples).

The Agreements are legal, binding contracts between the developer and the County that specify the manner and the date by which the physical site improvements indicated on the approved plan shall be completed. The agreement must be supported by an approved performance guarantee. The minimum time period allowed for agreements is one year. The time period of the performance guarantee shall match the time period established in the agreement. The only exception is for Letters of Credit, which must be valid for three additional months beyond the period established in the agreement. Approved standard language is available from the Department of Community Development for Land Developer's Agreements, Land Disturber's Agreements, Letters of Credit, and Surety Bonds, and associated materials. on the Department of Community Development's website (see also appendix).

Note: The applicant may submit the Land Disturbance Permit Application concurrent with the performance guarantee package in an effort to streamline the overall permitting process. Upon approval of the performance guarantee documents, the Land Disturbance Permit will be forwarded to the Director of Community Development for final approval. **A Land Disturbance Permit shall not be issued for any project until the associated performance guarantee documents have been approved.**

C. Performance Guarantee and Agreement Extensions

It is the responsibility of the developer to ensure the performance guarantee associated with the project is maintained and extended as needed until the project is completed and approved for release. The Developer's Agreement may be extended for up to five (5) years beyond the signature date by extending the performance guarantee. This extension provision should not be misinterpreted to imply that extending the performance guarantee is an acceptable substitution for completing the improvements depicted on the approved plan.

Department of Community Development will provide one notification approximately thirty to sixty (30-60) days prior to the expiration date of the performance guarantee or Agreement. The notification will be sent to the owner at the address specified in the Agreement and will be copied to the lending institution that issued the current performance guarantee on file.

An original notice of extension must be received five (5) days prior to the expiration date of the performance guarantee. Should an original notice not be received five (5) days prior to the expiration date, the County may draw on the performance guarantee to ensure the improvements indicated on the approved plan will be completed.

In the event that a project will not be completed within the maximum five (5)-year period allowed under the current Agreement, the owner must submit a new Agreement and performance guarantee to the County for consideration and approval. The County reserves the right to modify the performance guarantee amount associated with any project for which a new Agreement is requested to ensure that the performance guarantee adequately reflects current market conditions.

D. Performance Guarantee Reductions and Releases

Projects will be eligible for reduction only where it can be demonstrated that infrastructure improvements are progressing concurrent with associated site improvement requirements.

The first reductions may be requested when the project has reached at least thirty (30) percent completion. The improvements must be installed properly, protected against damage, and deemed to be in a stable, new condition. Releases may be requested when a project can be demonstrated to be one hundred (100) percent complete with all proposed improvements properly installed and protected against damage. Additionally, final releases are subject to acceptance of the improvements by the appropriate agencies.

Requests for performance guarantee reductions or releases must be submitted to Department of Community Development in writing and must be accompanied by the appropriate fee and application requirements. The request must be accompanied by an itemized reduction/release request signed and sealed by either a licensed professional engineer or qualified licensed land surveyor. For cash bonds, the name and address to whom the check should be made payable should be provided, as well as the Tax I.D. number for the corporation or the Social Security Number of the individual. No more than two Performance Guarantee reduction requests may be submitted in any one twelve (12)-month period.

All reduction and release requests will be processed against the most current approved plan. Fauquier County will conduct a site inspection to verify that the requested items have been completed and are in an acceptable, stable condition. Fauquier County will also notify the Planning Commission and the Board of Supervisors of the request and provide them with an opportunity to comment.

Performance Guarantees for improvements that are to be accepted by other agencies (e.g., VDOT, WSA, etc.) cannot be released until the improvements have been formally accepted for operation and maintenance by the appropriate agency.

For the purpose of final release the term "acceptance" is deemed to mean: when said improvements are accepted by and taken over for operation and maintenance by the State

agency, local government department or agency, or other public/private entity which is responsible for maintaining and for operating such facility upon acceptance. A certificate of partial or final completion of such facilities from either a duly licensed professional engineer or land surveyor, as defined in and limited to Section 54-17.1 of the Code of Virginia, or from a department or agency designated by the Board of Supervisors may be accepted without requiring further inspection of such facilities.

Performance Guarantee Reduction/Release

- Department of Community Development will respond to all reduction and release requests in writing within thirty (30) days.
- No more than eighty (80) percent of any line item can be reduced prior to the final release.
- The mobilization line item is not eligible for reduction until the final release.
- No reduction will be authorized for SWM/BMP facilities prior to submission and acceptance of an as-built analysis. The as-built analysis should be prepared in accordance with the Fauquier County As-Built Guidelines.
- The SWM/BMP and related landscape portion of the Performance Guarantee is not eligible for reduction or release until a one-year stabilization period has passed.
- Base stone for street improvements will only be reduced to a maximum of eighty (80) percent after base paving is completed.
- Base asphalt, if exposed, can only be reduced by a maximum of fifty (50) percent.
- Surface asphalt and shoulder stone will not be reduced on public streets until the streets have been accepted by VDOT (see Street Acceptance Procedure).
- Storm sewer pipes and structures, driveway culverts, curb and gutter, sidewalks and driveway aprons on public streets will not be reduced below fifty (50) percent until such time as the streets have been accepted by VDOT.
- Water and sewer reductions will not be approved without written authorization from the appropriate water and sewer authority. The applicant shall be responsible for providing this information.
- Permanent seeding may not be eligible for reduction until a one-year stabilization period has elapsed.
- Certification Required :
The Owner/Developer must supply a certification from a professional engineer or qualified land surveyor on the improvements being claimed as completed. That certification must state that the improvements have been completed consistent with the approved plans. In the case that any of the improvements were not installed consistent with the approved plans, each inconsistency must be specifically noted. At a minimum, certification must include the following:

- All improvements within rights of way, easements or outlots have been installed within the proposed rights of way, easements or outlots with no need for area added to them.
- Grades, cross-sections, horizontal and vertical alignment of all roadways match the approved plans.
- California Bearing Ratios (CBR's) for road sub base have been confirmed by a professional engineer, stone depths have been properly calculated based on the CBR's, and the stone depths on the roadways match this requirement. Documentation of the CBR's and stone depths should be included with this certification.
- Inverts, slopes, lengths, structures, and materials for all drainage improvements match the approved plans.
- Sidewalks, trails, etc, associated with the road plans have been constructed per the grades and cross sections shown on the approved plans.

E. Performance Guarantee Default

The County may demand payment on a performance guarantee in the following circumstances:

- If the Owner/Developer fails to:
 - a. Renew the performance guarantee.
 - b. Comply with a written Notice to Comply within the time specified in the notice.
 - c. Perform in a timely manner as determined by the performance guarantee term.
- The improvements are necessary to protect the public health, safety or general welfare.

SECTION 804 STREET ACCEPTANCE PROCEDURE

A. Public Streets - Street Addition Process:

Submission Requirements

The following paperwork will need to be submitted to the Department of Community Development along with a Land Development Application requesting street acceptance (see Fauquier County's website at <http://www.fauquiercounty.gov/>):

1. Two (2) full size copies of the plat with the approval stamp from Fauquier County.
2. Two (2) copies of the recorded deed with the deed book and page number showing where the right of way was dedicated to Fauquier County for public street purposes.
3. One (1) copy of the approved construction plans.

4. A CE-7 permit package from each utility that has facilities within the dedicated right-of-way. The package shall include an original permit application form signed by the appropriate utility company, and two (2) as-built plans showing the exact location of the facilities. There is no permit fee associated with this permit. The permit should be specific as to the size and type of facilities installed (see appendix).
5. Permit for any non-compliant sidewalk, bicycle, and/or shared use path facility within the dedicated right-of-way.
6. An executed recorded copy of any County-State agreement for any item not maintained by VDOT that is within the dedicated right of way.
7. Certified as-built survey of all drainage improvements including any bridges or culverts that provide a contiguous opening of more than thirty-six (36) square feet.
8. Video inspection letter issued by VDOT if the subdivision has a contained storm sewer system that cannot be accessed to inspect (see appendix for sample).
9. Recorded copy of all quitclaims for any prior easements within the dedicated right of way.

Inspection

Fauquier County and the Virginia Department of Transportation will conduct an inspection of the street(s) to ensure proper completion and constructed in accordance with the approved plans and all County and VDOT standards. If there are any outstanding charges against an account receivable number, the streets will not be signed off on until the money has been paid. If there are items that need to be corrected, Fauquier County will prepare a punch list outlining the necessary repairs. After the streets have been satisfactorily constructed, VDOT will prepare a letter stating they are eligible for acceptance into the secondary system of state highways for maintenance.

Surety and Maintenance Fee

Before the resolution is submitted to the Fauquier County Board of Supervisors, VDOT will need to obtain a one (1)-year maintenance surety, an administrative cost recovery fee and a maintenance fee from the developer. The surety, administrative cost recovery fee and maintenance fee are calculated based on the number of lanes and the total length of street(s) being accepted in the subdivision. The surety can be in the form of a letter of credit, bond, cash, or escrow agreement. The amounts for both the surety, administrative cost recovery fee, and the maintenance fee are found in the current VDOT Subdivision Street Requirements Manual. When VDOT and Fauquier County have completed their inspection and it has been determined that the streets have been constructed in accordance with the approved plan, VDOT will write a letter acknowledging that the street(s) are eligible for acceptance into the Secondary System of State Highways for maintenance. At that time, VDOT will provide a letter indicating the amount of the fees and surety along with an expiration date for the surety based on the anticipated date of the Fauquier County Board of Supervisors meeting.

Board of Supervisors Resolution

Department of Community Development will prepare a resolution package that includes the following items:

1. A written sample resolution including the street name(s), deed book and page number, and appropriate section number of the Code of Virginia (see appendix).
2. A Site Location Map printed from the Fauquier County GIS system showing the street(s) to be accepted into the State maintenance system.
3. VDOT Form LA-5(A) describing the streets to be accepted including the name, right-of-way width, deed book and page numbers, and the length.

Prior to submitting the resolution package to the Board of Supervisors, Fauquier County will send VDOT a copy of the package to review. Prior to VDOT acknowledging that the street addition assembly is ready for submittal to the Board of Supervisors, VDOT will need to have received the surety, administrative cost recovery fee, and the maintenance fee. The package will then be submitted by Fauquier County to the Board of Supervisors to act on the resolution. Once the resolution is acted on by the Board, an original signed resolution will be submitted to VDOT.

Final Package

After the signed resolution is received by VDOT, the final package will be prepared and sent to the Local Assistance Division in the VDOT Central Office for review and submission to the Commonwealth Transportation Board for acceptance into the Secondary System of State Highways.

Final Acceptance

A report will be sent to the Land Development/Permit Section (at the local VDOT Residency Office) indicating the route number and date the streets were accepted into the maintenance system. A copy of that report will be distributed to Department of Community Development.

B. Private Streets:

- A statement of completion signed and sealed by a licensed professional engineer must be submitted to Fauquier County to certify that the road and associated improvements have been installed as identified on the approved plan.
- Fauquier County will conduct a site inspection to verify the information submitted.

SECTION 805 UNIT PRICE LIST

- The Fauquier County Unit Price List is available on the County Website. Copies are also available from the Department of Community Development upon request. (see Appendix)

Performance Guarantee Appendix

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A801 Performance Guarantee Requirements

Project Name _____

**Fee Calculation Sheet
Department of Community Development
(540) 347-8660**

STAND ALONE TECHNICAL REVIEWS

BMP Review = \$ _____

One facility \$150

Two or more facilities \$150 + (\$50 x _____)
no. of facilities

Performance Guarantee Estimate Review = \$ _____

Performance Guarantees ≤ \$250,000 \$300

Performance Guarantees > \$250,000 \$600

Performance Guarantee Reduction, Release, Extension \$300 = \$ _____

Floodplain Determination Letter \$25 = \$ _____

Floodplain Study = \$ _____

Base Fee \$500

+ Drainage area \$200 x (_____) sq. miles of drainage area

+ Proposed bridge/culvert/crossing \$300 x (_____) no. of bridges/culverts/crossings

+ Floodplain encroachment \$500 x (_____) no. of floodplain encroachments

Infrastructure Improvement \$500 + (\$50 x _____) = \$ _____
disturbed acres

Land Disturbing Permit = \$ _____

Single-Family Dwelling \$50

Erosion & Sediment Control

All Others \$50 + (10% x _____)
(\$10,000 maximum) E&S Bond

Private Pond Review \$200 = \$ _____

Private Street Plan = \$ _____

≤ 500 feet \$250

> 500 feet \$250 + (\$0.25 x _____)
additional feet over 500

Subtotal = \$ _____
(page 1)

Project Name _____

Fee Calculation Sheet
Department of Community Development
(540) 347-8660

STAND ALONE TECHNICAL REVIEWS

Storm Water Management Review = \$ _____

- No Facility/Adequate Channel \$50
- 0-39 acres of drainage area \$300 x _____
no. of facilities
- 40-99 acres of drainage area \$300 + (\$100 x _____)
no. of facilities
- 100-199 acres of drainage area \$300 + (\$200 x _____)
no. of facilities
- ≥ 200 acres of drainage area \$300 + \$250 x (_____)
no. of facilities

Supplemental Land Disturbing Requests (single-family, separately built are exempt from this fee) \$750 + (\$50 x _____) = \$ _____
disturbed acres

Type 1 Soil Map & Report = \$ _____

- ≤ 30 acres \$600
- > 30 acres \$600 + (\$20 x _____)
additional acres over 30

Wetland Mitigation Banking Plans

\$500 + (\$50 x _____) + (\$500 x _____) = \$ _____
disturbed acres square miles of drainage

Subtotal = \$ _____
(page 2)

Total = \$ _____
(all 2 pages)

A803.A Performance Guarantee Estimates

**PERFORMANCE GUARANTEE
ESTIMATE
SAMPLE PROJECT
DATE**

<u>Item</u>	<u>Co.</u> <u>Quantity</u>	<u>Co. Unit</u> <u>Price</u>	<u>Co. Total</u>
Mobilization	1 EA	\$5,000.00 EA	5,000.00
Light Clearing and Grubbing	6 AC	\$5,500.00 EA	33,000.00
Erosion and Sediment Control			
Check Dam	12 EA	100.00 EA	1,200.00
Construction Entrance	4 EA	1,000.00 EA	4,000.00
Diversion Dike	3000 LF	3.50 LF	10,500.00
Inlet Protection	10 EA	150.00 EA	1,500.00
Outlet protection	2 EA	75.00 EA	150.00
Permanent Seeding	6 AC	4,500.00 AC	27,000.00
Sediment Basin	2996 CY	7.00 CY	20,972.00
Silt Fence	2125 LF	4.50 LF	9,562.50
		Subtotal	\$74,885
ESC Maintenance (35% of subtotal)			\$26,209.58
		Total	\$101,094
SWM			
SWM/BMP Pond	1 EA	\$7,500 EA	\$7,500
As-Built (Dry Pond)	1 EA	\$1,000 EA	\$1,000
		Subtotal	\$8,500
Willow Drive			
SM-2A Asphalt (3")	1447 SY	\$9.00 SY	\$13,023
21-A Aggregate (9")	1447 SY	\$6.75 SY	\$9,767
Sidewalk	280 SY	\$25.00 SY	\$7,000
CG-6	630 LF	\$12.00 LF	\$7,560
CG-12A Modified	2 EA	\$450.00 EA	\$900
		Subtotal	\$38,250
Olivia Lane			
SM-2A Asphalt (1.5")	3090 SY	\$4.50 SY	\$13,905
BM-25 Asphalt (2.5")	3090 SY	\$6.25 SY	\$19,313
21-A Aggregate (6")	3090 SY	\$4.50 SY	\$13,905
Sidewalk	813 SY	\$25.00 SY	\$20,325
Gravel Shoulders (4")	32 SY	\$4.00 SY	\$128
Driveway Aprons	52 EA	\$800.00 EA	\$41,600
CG-6	1950 LF	\$12.00 LF	\$23,400
CG-12A Modified	4 EA	\$450.00 EA	\$1,800

July 19, 2005

Street Sign	2 EA	\$150.00	EA	\$300
Traffic Control Sign	2 EA	\$125.00	EA	\$250
Lighting	3 EA	\$3,000.00	EA	\$9,000
Traffic Barricade	1 EA	\$500.00	EA	\$500

Subtotal \$144,426

Station Drive

SM-2A Asphalt (1.5")	277 SY	\$4.50	SY	\$1,247
BM-25 (2.5")	277 SY	\$6.25	SY	\$1,731
21-A Aggregate (6")	277 SY	\$4.50	SY	\$1,247
Sidewalk	107 SY	\$25.00	SY	\$2,675
Driveway Aprons	8 EA	\$800.00	EA	\$6,400
CG-6	240 LF	\$12.00	LF	\$2,880
Street Sign	1 EA	\$150.00	EA	\$150
Traffic Control Sign	1 EA	\$125.00	EA	\$125

Subtotal \$16,454

Miscellaneous

Bike Trail/Walkway	1366 SY	\$12.00	SY	\$16,392
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Subtotal \$16,392

Storm Drain Structures

DI-3	8 EA	\$5,000.00	EA	\$40,000
DI-7	1 EA	\$4,500.00	EA	\$4,500

Subtotal \$44,500

End Sections (ES-1) Concrete

24"	1 EA	\$500.00	EA	\$500
36"	1 EA	\$900.00	EA	\$900

Subtotal \$1,400

Storm Sewer

15" RCP	210 LF	\$42.00	LF	\$8,820
18" RCP	108 LF	\$45.00	LF	\$4,860
21" RCP	240 LF	\$48.00	LF	\$11,520
24" RCP	349 LF	\$52.00	LF	\$18,148
36" CMP	60.5 LF	\$58.00	LF	\$3,509

Subtotal \$46,857

Other Drainage Items

Rip-Rap	27 SY	\$37.00	SY	\$999
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Subtotal \$999

Water Line

Fire Hydrant	3 EA	\$2,800.00	EA	\$8,400
Water Service Lateral	30 EA	\$500.00	EA	\$15,000
Wet Tap	3 EA	\$2,600.00	EA	\$7,800
8" PVC	1565 LF	\$26.00	LF	\$40,690

			Subtotal	\$71,890
Sewer Line				
Sanitary Service Lateral w/Cleanout	80 EA	\$850.00	EA	\$68,000
Sanitary Manhole	12 EA	\$2,500.00	EA	\$30,000
Vertical Depth	24 LF	\$140.00	LF	\$3,360
8" PVC	2274 LF	\$26.00	LF	\$59,124
			Subtotal	\$160,484
<p>[Note: Water and Sewer may be posted separately with the appropriate Water and Sewer Authority. Documentation must be provided.]</p>				
Landscaping				
Canopy Trees	75 EA	\$350.00	EA	\$26,250
Understory Trees	28 EA	\$200.00	EA	\$5,600
Shrubs	179 EA	\$35.00	EA	\$6,265
			Subtotal	\$38,115
			Total	\$727,361
			25% Admin and Contingencies	\$181,840
			Grand Total	\$909,201
			<u>SAY</u>	<u>\$909,200</u>

A803.B Performance Guarantee Documents

NOTE: Must be re-typed on company letterhead (include name, address, phone & fax).

FAUQUIER COUNTY, VIRGINIA
LAND DEVELOPER'S AGREEMENT
SUBDIVISIONS

THIS AGREEMENT made this _____ day of _____, 20___,
by and between _____ hereinafter
referred to as the "Subdivider," party of the first part; and the Board of Supervisors of
Fauquier County, Virginia, hereinafter called the "County," party of the second part,

WITNESSETH

THAT, WHEREAS, the above-named subdivider is the owner and proprietor of
and has proposed to divide a certain parcel of land situate in said County and desires to
record a plat of said subdivision to be known as _____,
as approved by the Fauquier County, Virginia, Board of Supervisors on (Date) ; and

WHEREAS, under the provisions of the Zoning, Subdivision, Stormwater
Management, and Erosion and Sediment Control Ordinances of Fauquier County,
providing for regulations governing the subdivision of lands and installation of erosion
and sediment control measures within said County, the Subdivider, as prerequisite to the
approval and recordation of said subdivision plat, is required to provide assurance that
certain physical improvements and/or erosion and sediment control measures will be
constructed within said subdivision, or adjacent thereto.

NOW, THEREFORE, THIS AGREEMENT FURTHER WITNESSETH
that, pursuant to the provisions of the above-mentioned ordinances and in consideration
of the approval of the County of said subdivision, the Subdivider does hereby agree with
the County to construct, install, and provide certain physical improvements, and/or
erosion and sediment control measures at the said Subdivider's sole expense and within

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July 19, 2005

the time hereinafter provided and in accordance with the requirements of the aforementioned ordinances of Fauquier County, and the plans and specifications approved by the County, on, in, and upon the land embraced within the above-referenced subdivision, or adjacent to the same. The approximate total cost of which improvements and erosion and sediment control measures is estimated to be \$ _____. To guarantee the proper and satisfactory installation of these improvements and erosion and sediment control measures, the Subdivider is depositing with the County contemporaneously herewith a bond with surety in at least the amount of the total estimated cost.

THE SUBDIVIDER FURTHER AGREES:

1. To grant the right-of-entry to designated personnel of Fauquier County for the purpose of inspecting and monitoring the project for compliance with County ordinances.
2. To obtain a Land Disturbance Permit prior to commencing land disturbance activities in excess of 10,000 square feet in area.
3. To maintain the bond associated with the project in the amount required until the project is completed and the bond is approved for final release.
4. To provide and maintain all-weather access, including snow removal and ice control, from all occupied dwellings to a public highway in the primary or secondary highway system until such time as the streets are accepted into the Secondary System of State Highways. Specifically, snow removal must occur within 24 hours after the snowfall has ceased and/or within 48 hours after the snowfall has begun, whichever shall occur first.
5. To provide temporary signage at all intersections during construction and to provide for the installation of final street signage within each specific phase of development prior to obtaining the first occupancy permit for that phase.

6. That a paved condition will be established to serve all dwelling units within each specific phase of development prior to applying for the first building permit within that phase, unless otherwise approved.
7. To be responsible for having the streets and other improvements in any dedicated right-of-way accepted by the Virginia Department of Transportation into the secondary system of state highways. To comply with all requirements of the Virginia Department of Transportation for acceptance. To make prompt application upon completion of the required work for acceptance by that Department.
8. That no construction or improvement required hereunder shall be considered complete until it is accepted by the governmental unit which is to have ultimate responsibility for its operation and maintenance. The Subdivider further agrees to be responsible for all maintenance of the physical improvements and facilities until such acceptance.
9. That before proceeding with any variations in construction that deviate from the approved plan, a revised plan will be submitted to the Director of Community Development for review and approval.
10. To convert stormwater management ponds used as temporary sediment basins during construction once 90 percent stabilization is established in the contributing watershed (within the boundary of the site) unless approved otherwise by the Director of Community Development.
11. To record a Stormwater/BMP Maintenance Agreement in order to provide for the long-term maintenance of stormwater management and best management practice facilities associated with the project.

- 12. That in the event that the erosion and sediment controls and other improvements provided for in the approved plan, or approved revision thereof, are not constructed or installed, the County shall notify the Subdivider in writing of the need to install and/or construct the controls and/or improvements and identify a time frame in which to comply. Upon failure of the Subdivider to comply within the time period allowed by the County in its notice, the County shall have the right to enter upon the Subdivider’s property and shall construct such measures or do such other work as may be necessary, according the approved plan. The County, following the notification period, shall have the right to access the funds available in the surety for the purpose of constructing the necessary erosion and sediment controls and improvements.

- 13. That in the event the Subdivider fails to comply with any provision of this Agreement and the County initiates legal proceedings to enforce its provisions, the County shall be entitled to receive all damages, including, but not limited to, costs of engineering, design, construction, administration, and reasonable attorney’s fees.

- 14. That this Agreement shall not be deemed to create or effect any liability of the County for any failure, lack of installation, or damage alleged to result from or be caused by lack of improvements or failure of improvements.

The Subdivider further agrees that each and every one of the aforementioned improvements to the land and erosion and sediment control measures within the said subdivision, or adjacent to the same, will be properly and satisfactorily provided, installed, and completed within _____ (_____) months from the date of this agreement. Subject to the provisions contained in the following paragraph the Subdivider hereby, and with its full and free consent and with full knowledge of the rights it may now or hereafter possess, waives for itself, its successors and assigns, all rights it may have under local, state, and federal law, now or hereafter enacted, including, but not limited to, those rights afforded it under Virginia Code Section 15.2-2241, to

claim the validity of the recorded final plats of said subdivision contemplated herein for a period of longer than _____(____) months allowed to install the improvements and erosion and sediment control measures and bonded for under the Land Subdivider’s Bond/Irrevocable Letter of Credit/Cash Bond (*circle one*) submitted contemporaneously with this document. Upon fulfillment of the requirements of the Developer's Agreement and full release of the bonds as required pursuant to Virginia Code Section 15.2-2241 this paragraph shall be considered void.

The Subdivider may extend the time within which it agrees to complete the aforementioned improvements to the land and erosion and sediment control measures within the said subdivision to sixty (60) months from the date of this agreement in the event it deposits with the County within _____ (____) months of the date of this agreement a surety bond, letter of credit, or cash bond in at least the amount of the estimated cost to complete the improvements to the land and install the erosion and sediment control measures within the said subdivision, which surety bond, letter of credit, or cash bond shall replace the surety bond deposited contemporaneously herewith. **This extension provision shall not be misconstrued to allow for delays in progress toward completing the improvements depicted on the approved plan. The County reserves the right to decline the extension of the bond in cases where progress toward completion of the improvements is not evident.** The surety bond, letter of credit, or cash bond submitted pursuant to this paragraph to cover the estimated costs to complete the improvements to land and install the erosion and sediment control measures within said subdivision shall be based upon cost figures computed at the time of the submission of the new surety bond, letter of credit, or cash bond.

The parties agree that if any clause or portion of this Agreement is found not to be valid and binding, the remainder shall continue in full force and effect.

WITNESS the following signatures and seals:

Subdivider/Owner: Company: _____

(please print)

Name: _____

Title: _____

Address: _____

Telephone #: _____

Fax #: _____

By: _____
(Signature)

By: _____
(Signature)

By: _____
(Signature)

By: _____
(Signature)

State of: _____ Zip Code: _____
(Indicate state where corporation or partnership is registered)

STATE OF _____

COUNTY OF _____

Acknowledged before me this _____ day of _____, 20 _____,
by _____, for Subdivider/Owner.

Notary Public

My Commission Expires:

Fauquier County Board of Supervisors

By: _____
Frederick P.D. Carr, Director of Community Development

STATE OF VIRGINIA;

COUNTY OF FAUQUIER, to wit:

Acknowledged before me this _____ day of _____, 20 _____,
by Frederick P.D. Carr.

Notary Public

My Commission Expires:

NOTE: Must be re-typed on company letterhead (include name, address, phone & fax).

FAUQUIER COUNTY, VIRGINIA
LAND DEVELOPER'S AGREEMENT
SITE PLANS

THIS AGREEMENT made this _____ day of _____, 20____, by and between _____ hereinafter referred to as the "Developer," party of the first part; and the Board of Supervisors of Fauquier County, Virginia, hereinafter called the "County," party of the second part,

WITNESSETH

THAT, WHEREAS, the above-named Developer is the owner and proprietor of and has proposed to develop a certain parcel of land situate in said County in accordance with a site development plan for a development to be known as _____, as approved by the Fauquier County, Virginia, Board of Supervisors on (___ Date ___); and

WHEREAS, under the provisions of the Zoning, Subdivision, Stormwater Management, and Erosion and Sediment Control Ordinances of Fauquier County, providing for regulations governing the development of lands and installation of erosion and sediment control measures within said County, the Developer, as prerequisite to the approval of said site development plan, is required to provide certain physical improvements and/or erosion and sediment control measures, to the land within said development, or adjacent thereto.

NOW, THEREFORE, THIS AGREEMENT FURTHER WITNESSETH that, pursuant to the provisions of the above-mentioned ordinances and in consideration of the approval of the County of said site development plan, the Developer does hereby agree with the County to construct, install, and provide certain physical improvements, and/or erosion and sediment control measures at the said Developer's sole expense and

within the time hereinafter provided and in accordance with the requirements of the aforementioned ordinances of Fauquier County and the plans and specifications approved by the County, on, in, and upon the land embraced within the above-referenced development, or adjacent to the same. The approximate total cost of which improvements and erosion and sediment control measures is estimated to be \$_____. To guarantee the proper and satisfactory installation of these improvements and erosion and sediment control measures, the Developer is depositing with the County contemporaneously herewith a bond with surety in at least the amount of the total estimated cost.

THE DEVELOPER FURTHER AGREES:

1. To grant the right-of-entry to designated personnel of Fauquier County for the purpose of inspecting and monitoring the project for compliance with County ordinances.
2. To obtain a Land Disturbance Permit prior to commencing land disturbance activities in excess of 10,000 square feet in area.
3. To maintain the bond associated with the project in the amount required until the project is completed and the bond is approved for final release.
4. To provide and maintain all-weather access, including snow removal and ice control, from all occupied dwellings to a public highway in the primary or secondary highway system until such time as the streets are accepted into the Secondary System of State Highways. Specifically, snow removal must occur within 24 hours after the snowfall has ceased and/or within 48 hours after the snowfall has begun, whichever shall occur first.

5. To provide temporary signage at all intersections during construction and to provide for the installation of final street signage within each specific phase of development prior to obtaining the first occupancy permit for that phase.
6. That a paved condition will be established to serve all dwelling units within each specific phase of development prior to applying for the first building permit within that phase, unless otherwise approved.
7. To be responsible for having the streets and other improvements in any dedicated right-of-way accepted by the Virginia Department of Transportation into the secondary system of state highways. To comply with all requirements of the Virginia Department of Transportation for acceptance. To make prompt application upon completion of the required work for acceptance by that Department.
8. That no construction or improvement required hereunder shall be considered complete until it is accepted by the governmental unit which is to have ultimate responsibility for its operation and maintenance. The Developer further agrees to be responsible for all maintenance of the physical improvements and facilities until such acceptance.
9. That before proceeding with any variations in construction that deviate from the approved plan, a revised plan will be submitted to the Director of Community Development for review and approval.
10. To convert stormwater management ponds used as temporary sediment basins during construction once 90 percent stabilization is established in the contributing watershed (within the boundary of the site) unless approved otherwise by the Director of Community Development.

11. To record a Stormwater/BMP Maintenance Agreement in order to provide for the long-term maintenance of stormwater management and best management practice facilities associated with the project.
12. That in the event that the erosion and sediment controls and other improvements provided for in the approved plan, or approved revision thereof, are not constructed or installed, the County shall notify the Developer in writing of the need to install and/or construct the controls and/or improvements and identify a time frame in which to comply. Upon failure of the Developer to comply within the time period allowed by the County in its notice, the County shall have the right to enter upon the Developer's property and shall construct such measures or do such other work as may be necessary, according the approved plan. The County, following the notification period, shall have the right to access the funds available in the surety for the purpose of constructing the necessary erosion and sediment controls and improvements.
13. That in the event the Developer fails to comply with any provision of this Agreement and the County initiates legal proceedings to enforce its provisions, the County shall be entitled to receive all damages, including, but not limited to, costs of engineering, design, construction, administration, and reasonable attorney's fees.
14. That this Agreement shall not be deemed to create or effect any liability of the County for any failure, lack of installation, or damage alleged to result from or be caused by lack of improvements or failure of improvements.
15. To completely remove all telecommunications facilities and structures, including foundations, within six (6) months of their discontinuance. And, to regrade, reseed, and restore the property to its original condition prior to the construction of the facility within 30 days of the removal of the facility.

The Developer further agrees that each and every one of the aforementioned improvements to the land and erosion and sediment control measures within said site plan, or adjacent to the same, will be properly and satisfactorily provided, installed, and completed within _____ (____) months from the date of this agreement. Subject to the provisions contained in the following paragraph the Developer hereby, and with its full and free consent and with full knowledge of the rights it may now or hereafter possess, waives for itself, its successors and assigns, all rights it may have under local, state, and federal law, now or hereafter enacted, including, but not limited to, those rights afforded it under Virginia Code Section 15.2-2241, to claim the validity of the final plans contemplated herein for a period of longer than (____) months allowed to install the improvements and erosion and sediment control measures and bonded for under the Land Subdivider's Bond/Irrevocable Letter of Credit/Cash Bond (*circle one*) submitted contemporaneously with this document. Upon fulfillment of the requirements of the Land Developer's Agreement and full release of the bonds as required pursuant to Virginia Code Section 15.2-2241 this paragraph shall be considered void.

The Developer may extend the time within which it agrees to complete the aforementioned improvements to the land and erosion and sediment control measures within said site plan to sixty (60) months from the date of this agreement in the event it deposits with the County within _____ (____) months of the date of this agreement a surety bond, letter of credit, or cash bond in at least the amount of the estimated cost to complete the improvements to the land and install the erosion and sediment control measures within said site plan, which surety bond, letter of credit, or cash bond shall replace the surety bond deposited contemporaneously herewith. **This extension provision shall not be misconstrued to allow for delays in progress toward completing the improvements depicted on the approved plan. The County reserves the right to decline the extension of the bond in cases where progress toward completion of the improvements is not evident.** The surety bond, letter of credit, or cash bond submitted pursuant to this paragraph to cover the estimated costs to complete the improvements to land and install the erosion and sediment control measures within

said site plan shall be based upon cost figures computed at the time of the submission of the new surety bond, letter of credit, or cash bond.

The parties agree that if any clause or portion of this Agreement is found not to be valid and binding, the remainder shall continue in full force and effect.

WITNESS the following signatures and seals:

Developer/Owner: _____
(please print)

Company: _____

Name: _____

Title: _____

Address: _____

Telephone #: _____

Fax #: _____

By: _____

(Signature)

By: _____

(Signature)

By: _____

(Signature)

By: _____

(Signature)

State of: _____ Zip Code: _____

(Indicate state where corporation or partnership is registered)

STATE OF _____

COUNTY OF _____

Acknowledged before me this _____ day of _____, 20 ____,
by _____, for Developer/Owner.

Notary Public

My Commission Expires:

Fauquier County Board of Supervisors

By: _____
Frederick P.D. Carr, Director of Community Development

STATE OF VIRGINIA;

COUNTY OF FAUQUIER, to wit:

Acknowledged before me this _____ day of _____, 20 ____,
by Frederick P.D. Carr.

Notary Public

My Commission Expires:

SAMPLE

**MUST BE TYPED ON
BANK/S&L LETTERHEAD**

Date

IRREVOCABLE LETTER OF CREDIT NUMBER:

RE:

Fauquier County Board of Supervisors
Attn: Community Development Administration
County Court and Office Building
29 Ashby Street, Suite 310
Warrenton, Virginia 20186

Gentlemen:

We hereby establish our Irrevocable Letter of Credit in favor of the Board of Supervisors of Fauquier County, Virginia in the amount of \$_____. This Letter of Credit is established for the purpose of guaranteeing payment and for the proper and satisfactory completion of improvements in connection with (Name of Subdivision or Site Plan) as approved by the Fauquier County, Virginia, Board of Supervisors on (Date). Such improvements include the following:

_____.

This amount is available by your drafts drawn at sight.

Drafts must be drawn by the Board of Supervisors of Fauquier County, Virginia, signed by the Director of Community Development, and presented for payment on or before (Date), accompanied by a certificate signed by the Director of Community Development and stating:

“The amount of the accompanying draft is drawn in accordance with the provisions of Letter of Credit Number _____, dated _____, issued for the benefit of (Developer).”

We hereby further agree that it is a condition of the Letter of Credit that it will be automatically extended for additional periods of one year from the present or future expiration date hereof, unless ninety (90) days prior to such date we notify you, in writing by registered mail, that we elect not to renew this Letter of Credit for such additional period.

Drafts under this credit must be drawn payable at (Name of Issuing Bank), and may be made payable to the Board of Supervisors of Fauquier County, Virginia.

We hereby agree with bona fide holders that all drafts issued under this credit and in accordance with the terms above stipulated shall meet with due honor upon presentation.

Very truly yours,

(TITLE)

NOTE: ALL SIGNATURES MUST BE NOTARIZED.

**FAUQUIER COUNTY, VIRGINIA
SAMPLE FORMAT**

**NOTE: MUST BE RETYPED ON
SURETY COMPANY LETTERHEAD**

Bond No. _____

***LAND DISTURBER'S EROSION AND SEDIMENT
CONTROL BOND***

KNOWN ALL MEN BY THESE PRESENTS, that we _____

_____, hereinafter referred to as the Principal, and _____

Surety(ies), are held and firmly bound unto the County of Fauquier, Virginia, hereinafter called the "County", in the sum of _____ (\$ _____), good and lawful money of the United States, to be paid to said County, for which payment well and truly to be made we do bind ourselves, our heirs, personal representatives and assigns, jointly and severally, firmly by these presents, and we do hereby waive the benefit of our homestead exemptions as to this obligation.

WHEREAS, the said Principal has submitted to the County of Fauquier, Virginia, as part of its land disturbing, site plan or subdivision application, an approved Erosion and Sediment Control Plan for the development of _____ situated in said County, which said Erosion and Sediment Control Plan is entitled _____, as approved by the Fauquier County, Virginia, Board of Supervisors on (___ Date ___), together with other plans, specifications and cross sections of said land and the improvements to be made thereon; and

WHEREAS, as a prerequisite and in consideration for the official approval of the aforesaid land disturbing, site plan or subdivision and issuance of the soil disturbing permit and in compliance with the provisions of the Zoning, Erosion and Sediment Control Plan, and Erosion and Sediment Control Ordinances of Fauquier County, Virginia, said Principal has agreed with the County to construct, install and provide, at its sole expense, certain erosion and sediment control measures on, in, and upon the land embraced within the aforesaid development area, or adjacent thereto, said erosion and sediment control measures are more fully set out and described

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July 19, 2005

in that certain approved written erosion and control plan submitted by the said Principal to the County as part of its land disturbing, site plan or subdivision application under date of _____, 20__ (insert date of application), a copy of which said written agreement is attached to and made a part thereof; and

WHEREAS, by the terms of the aforesaid Erosion and Sediment Control Plan, and in consideration of the official approval of the land disturbing, site plan or subdivision and issuance of a soil disturbing permit by the County, the said Principal has agreed and undertaken to provide, install and complete all of the above-mentioned erosion and sediment control measures within twenty-four (24) months from the _____ day of _____, 20__.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the said principal shall perform its obligations and agreements fully and satisfactorily as set forth in the aforesaid Erosion and Sediment Control Plan, and shall complete said erosion and sediment control measures within the time and in the manner therein specified and required, then this obligation is to be void; otherwise, to remain in full force and effect.

WITNESS the following signatures and seal this _____ day of _____, 20__.

WITNESS:

(Corporate Principal)

By: _____ (SEAL)

_____ (Print Name)

[Individual Principal(s)]

By: _____ (SEAL)

_____ (Print Name)

(Surety)

By: _____ (SEAL)

_____ (Print Name)

Surety Contact Information:
(please print)

Company: _____

Name: _____

Title: _____

Address: _____

Telephone #: _____

Fax #: _____

NOTE: Must be re-typed on company letterhead (include name, address, phone & fax).

LAND DISTURBER’S AGREEMENT

THIS AGREEMENT made this ____ day of _____ 20 __, by and between _____ hereinafter referred to as the “Developer,” party of the first part; and the Board of Supervisors of Fauquier County, Virginia, hereinafter called the “County,” part of the second part,

WITNESSETH

THAT, WHEREAS, the above-named Developer is the owner and proprietor of and has proposed to develop a certain parcel of land situated in said County, in accordance with a plan to be known as The Erosion and Sediment Control Plan for _____, as approved by the Fauquier County, Virginia, Board of Supervisors on (__ Date __) ; and

WHEREAS, under the provisions of the Erosion and Sediment Control Ordinance of Fauquier County, providing for regulations governing the development of lands and erosion and sediment control measures within said County, etc., the Developer, as a prerequisite to any land disturbing activity, is required to provide certain erosion and sediment control measures, to the land within said development or adjacent thereto.

NOW, THEREFORE, THIS AGREEMENT FURTHER WITNESSETH that, pursuant to the provisions of the above-mentioned ordinances and in consideration of the approval of the County of said site development or subdivision plan, the Developer does hereby agree with the County to construct, install and provide erosion and sediment control measures at the said developer’s sole expense and within the time hereinafter provided and in accordance with the requirements of the Erosion and Sediment Control Ordinance of Fauquier County and the Erosion and Sediment Control Plan approved by the County, on, in and upon the land embraced within the aforesaid development, or

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adjacent to the same. The approximately total cost of which improvements and erosion and sediment control measures is estimated to be \$_____, and to guarantee the proper and satisfactory installation of which the Developer is depositing with the County contemporaneously herewith a bond with surety in at least the amount of the aforesaid total estimated cost.

The Developer further agrees that each and every one of the erosion and sediment control measures within the said development or adjacent to the same, will be properly and satisfactorily provided, installed and completed within _____() months from the date of this agreement.

THE DEVELOPER FURTHER AGREES:

1. To grant the right-of-entry to designated personnel of Fauquier County for the purpose of inspecting and monitoring the project for compliance with County ordinances.
2. To obtain a Land Disturbance Permit prior to commencing land disturbance activities in excess of 10,000 square feet in area.
3. To maintain the bond associated with the project in the amount required until the project is completed and the bond is approved for final release.
4. To provide temporary signage at all intersections during construction and to provide for the installation of final street signage within each specific phase of development prior to obtaining the first occupancy permit for that phase.
5. That in the event that the erosion and sediment controls provided for in the approved plan, or approved revision thereof, are not constructed or installed, the County shall notify the Developer in writing of the need to install and/or construct the controls and/or improvements and identify a time frame in which to comply.

Upon failure of the Developer to comply within the time period allowed by the County in its notice, the County shall have the right to enter upon the Developer's property and shall construct such measures or do such other work as may be necessary, according the approved plan. The County, following the notification period, shall have the right to access the funds available in the surety for the purpose of constructing the necessary erosion and sediment controls.

6. That in the event the Developer fails to comply with any provision of this Agreement and the County initiates legal proceedings to enforce its provisions, the County shall be entitled to receive all damages, including, but not limited to, costs of engineering, design, construction, administration, and reasonable attorney's fees.

7. That this Agreement shall not be deemed to create or effect any liability of the County for any failure, lack of installation, or damage alleged to result from or be caused by lack of improvements or failure of improvements.

The parties agree that if any clause or portion of this Agreement is found not to be valid and binding, the remainder shall continue in full force and effect.

WITNESS the following signatures and seals:

Developer/Owner:
(please print)

Company: _____

Name: _____

Title: _____

Address: _____

Telephone #: _____

Fax #: _____

By: _____

(Signature)

By: _____

(Signature)

By: _____

(Signature)

By: _____

(Signature)

State of: _____ Zip Code: _____

(Indicate state where corporation or partnership is registered)

STATE OF _____

COUNTY OF _____

Acknowledged before me this _____ day of _____, 20 _____,
by _____, for Developer/Owner.

Notary Public

My Commission Expires:

Fauquier County Board of Supervisors

By: _____
Frederick P.D. Carr, Director of Community Development

STATE OF VIRGINIA;

COUNTY OF FAUQUIER, to wit:

Acknowledged before me this _____ day of _____, 20 _____,
by Frederick P.D. Carr.

Notary Public

My Commission Expires:

**FAUQUIER COUNTY, VIRGINIA
SAMPLE FORMAT**

**NOTE: MUST BE RETYPED ON
SURETY COMPANY LETTERHEAD**

Bond No. _____

**LAND DEVELOPER'S BOND
(SITE PLANS)**

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____ hereinafter referred to as the principal, and _____

_____ surety(ies), are held and firmly bound unto the County of Fauquier, Virginia, hereinafter called the "County", in the sum of _____ (\$ _____), good and lawful money of the United States, to be paid to said County, for which payment well and truly to be made we do bind ourselves, our heirs, personal representatives and assigns, jointly and severally, firmly by these presents, and we do hereby waive the benefit of our homestead exemptions as to this obligation.

WHEREAS, the said principal has submitted to the County of Fauquier, Virginia, a site plan for the development of a certain tract of land owned by it and situate in said County, which said site development plan is entitled, " _____ ," as approved by the Fauquier County, Virginia, Board of Supervisors on (Date) , together with other plans, specifications and cross sections of said land and the improvements to be made thereon; and

WHEREAS, as a prerequisite and consideration for the official approval of the aforesaid site development plan and in compliance with the provisions of the Zoning, Site Development Plan, and Erosion and Sediment Control Ordinances of Fauquier County, Virginia, and said principal has agreed with the County to construct, install and provide, at its sole expense, certain physical improvements and/or certain erosion and sediment control measures on, in, and upon the land embraced within the aforesaid development, or adjacent thereto, which said physical improvements and/or erosion and sediment control measures are more fully set out and described in a certain written agreement entered into by the said principal with said County under date of

_____, 20____, a copy of which said written agreement is attached to and made a part thereof; and

WHEREAS, by the terms of the aforesaid written agreement, the said principal has agreed and undertaken to provide, install and complete all of the above-mentioned physical improvements and/or erosion and sediment control measures within _____ () months from the date of the aforesaid written agreement.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the said principal shall perform its obligations and agreements fully and satisfactorily as set forth in the aforesaid written agreement, and shall complete said improvements within the time and in the manner therein specified and required, then this obligation is to be void; otherwise, to remain in full force and effect.

WITNESS the following signatures and seal this _____ day of _____, 20____.

WITNESS:

(Corporate Principal)

By: _____ (SEAL)

_____ (Print Name)

[Individual Principal(s)]

By: _____ (SEAL)

_____ (Print Name)

(Surety)

By: _____ (SEAL)

_____ (Print Name)

Surety Contact Information:
(please print)

Company: _____

Name: _____

Title: _____

Address: _____

Telephone #: _____

Fax #: _____

**FAUQUIER COUNTY, VIRGINIA
SAMPLE FORMAT**

**NOTE: MUST BE RETYPED ON
SURETY COMPANY LETTERHEAD**

Bond No. _____

LAND SUBDIVIDER'S BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____, hereinafter referred to as the principal, and
_____ surety(ies), are held and firmly bound unto
the County of Fauquier, Virginia, hereinafter called the "County", in the sum of _____
_____ (\$ _____), good and lawful money of the United States, to be
paid to said County, for which payment well and truly to be made we do bind ourselves, our
heirs, personal representatives and assigns, jointly and severally, firmly by these presents, and we
do hereby waive the benefits of our homestead exemptions as to this obligation.

WHEREAS, the said principal has proposed to subdivide a certain tract of land owned by
it and situate in the County of Fauquier, Virginia, and has caused to be made a plat of said
subdivision for recordation, which said plat is entitled, " _____,"
as approved by the Fauquier County, Virginia, Board of Supervisors on (Date), together with
other plans, specifications and cross sections of said land and the improvements to be made
thereon; and

WHEREAS, as a prerequisite and consideration for the official approval and later
recordation of the aforesaid plat and in compliance with the provisions of the Subdivision and
Erosion and Sediment Control Ordinances of Fauquier County, Virginia, the said principal has
agreed with the County to construct, install and provide, at its sole expense, certain physical
improvements and/or certain erosion and sediment control measures on, in and upon the land
embraced within the aforesaid subdivision, or adjacent thereto, which said physical improvements
and/or erosion and sediment control measures are more fully set out and described in a certain
written agreement entered into by the said principal with said County under date of
_____, 20___, a copy of which said written agreement is attached hereto and
made a part hereof; and

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WHEREAS, by the terms of the aforesaid written agreement, the said principal has agreed and undertaken to provide, install and complete all of the above-mentioned physical improvements and/or erosion and sediment control measures within _____ () months from the date of the aforesaid written agreement.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the said principal shall perform its obligations and agreements fully and satisfactorily as set forth in the aforesaid written agreement, and shall complete said improvements within the time and in the manner therein specified and required, then this obligation is to be void; otherwise, to remain in full force and effect.

WITNESS the following signatures and seal this ____ day of _____, 20__.

WITNESS:

(Corporate Principal)

By: _____(SEAL)

_____(Print Name)

[Individual Principal(s)]

By: _____(SEAL)

_____(Print Name)

(Surety)

By: _____(SEAL)

_____(Print Name)

Surety Contact Information:
(please print)

Company: _____

Name: _____

Title: _____

Address: _____

Telephone #: _____

Fax #: _____

A804.B Submission Requirements

CE-7 Permit Package

PERMIT APPLICATION

Rev. 10/2003



Land Use Permit Application No.
Commonwealth of Virginia
Department of Transportation

APPLICATION is hereby made for permit as shown on the accompanying plan or sketch and as described below. Said activity(s) will be done under and in accordance with the rules and regulations of the Commonwealth Transportation Board of Virginia, in so far as said rules are applicable thereto and any agreement between the parties herein before referred to. Where applicable agreements may be attached and made a part of the permit assembly including any cost responsibilities covering work under permit. Applicant agrees to maintain work in a manner as approved upon its completion. Applicant also hereby agrees and is bound and held responsible to the owner for any and all damages to any other installations already in place as a result of work covered by resulting permit. Applicants to whom permits are issued shall at all times indemnify and save harmless the Commonwealth Transportation Board members of the Board, the Commonwealth and all Commonwealth employees, agents, and offices, from responsibility, damage, or liability arising from the exercise of the privileges granted in such permit to the extent allowed by law. In consideration of the issuance of a permit the applicant agrees to waive for itself, successors in interest or assigns any entitlements it may otherwise have or have hereafter under the Uniform Relocation and Assistant Act of 1972 as amended in event the Department or its successor, chooses to exercise its acknowledged right to demand or cause the removal of any or all fixtures, personality of whatever kind or description that may hereafter be located, should this application be approved.

TYPE OR PRINT CLEARLY

Social Security or Tax ID number _____ Owner Name _____ Address _____ City _____ State _____ Zip Code _____	Contact Name _____ E-mail Address _____ Phone Number (_____) _____ - _____ Emergency Number (_____) _____ - _____ Fax Number (_____) _____ - _____
Social Security or Tax ID number _____ Agent Name _____ Address _____ City _____ State _____ Zip Code _____	Contact Name _____ E-mail Address _____ Phone Number (_____) _____ - _____ Emergency Number (_____) _____ - _____ Fax Number (_____) _____ - _____
Permit Term Requested _____ Fees Enclosed \$ _____ Check Number _____ Coupon Number(s) _____ Money Order _____ Other _____ The estimated cost of work to be performed on VDOT Right of Way \$ _____	
Surety Information: Surety Company Name _____ Amount of Surety \$ _____ Obligation Amount \$ _____	
The Surety Posted by Owner () or Agent ()	
Check # _____ Bond # _____ ILC # _____ [] Corporate Surety [] Resolution [] Ordinance [] Waived	
<p><u>Applicant has provided proof of the following requirements in accordance as defined in Code of Virginia section 2.2-1151.1.</u></p>	
(1) The utility company has registered as an operator with the appropriate notification center. (2) Attached is a notarized affidavit, that the utility owner has notified the commercial and residential developer, owner of commercial or multifamily real estate, or local government entities with a property interest in any parcel of land located adjacent to the property over which the land use is being requested that application for the permit has been made	

Request Permission: To perform the following activity(s) _____

_____ as per attached plans.

Location: Tax Map Number _____ Applicant Job No. _____

Geographically in County / Town / City of _____ On Highway Route and /or Name _____

Between Route _____ St. Name _____ Latitude _____ Longitude _____

And Route _____ St. Name _____ Latitude _____ Longitude _____

[] IF APPLICABLE, I AGREE TO PAY THE FULL SALARY AND EXPENSES OF A STATE ASSIGNED INSPECTOR IN CONJUNCTION WITH THIS PROJECT, COVERED BY ACCOUNT RECEIVABLE NUMBER.

Signature of applicant _____ Title _____ Date _____

Signature of agent _____ Title _____ Date _____

All applicable items on this form must be completed before your request can be considered. Recheck information furnished to avoid delay. Prepayment Required - make Remittance payable to Virginia Department of Transportation.

VDOT USE ONLY

Receipt is hereby acknowledged of CHECK _____ COUPON _____ M.O. _____ In The Amount of \$ _____
Permit Fee \$ _____ Cash Surety \$ _____ VDOT Reference Number _____
Signed _____ VDOT.
Original Copy To Permit Office Copy To District Office Copy To Applicant

Video Inspection Report
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
1601 Orange Road
Culpeper, Virginia 22701

PHILIP A. SHUCET
COMMISSIONER

DONALD R. ASKEW
DISTRICT ADMINISTRATOR

MEMORANDUM

TO: Residency Engineers, Assist Residency Engineers, Project Managers and Site Reviewers
FROM: Jim Filson, District Drainage Engineer
DATE: November 4, 2002
SUBJECT: Video Camera Inspection of Storm Sewer and Culverts Prior to Acceptance into VDOT Systems

This memorandum is an update and replaces the February 11, 2002 memorandum entitled, "Video Camera Inspection for Storm Sewer/Culverts using High-Density Polyethylene (HDPE) Pipe." VDOT Central Office is working on a new Instructional and Informational Memorandum (IIM) to require the videotaping of all allowable pipe types (per IIM 121.14) that will be accepted into VDOT's maintenance program and ownership.

VDOT Culpeper District is requiring video camera inspections, at the cost to the contractor, of any pipe system or culvert that are deemed inaccessible to VDOT inspectors prior to acceptance into VDOT's maintenance program and ownership. The Residency will be responsible for reviewing the submitted videos and provide documentation of the deficiencies to the Developer/Builder/Owner. All deficiencies will be noted on the inspection report and corrected or waived before acceptance is granted. Residencies are responsible for maintenance of all structures and pipes accepted into the VDOT Maintenance Program, therefore will be responsible for the decision to waive a deficiency and to maintain records of all deficiencies.

Attached are procedures and requirements for the video and documentation of the Video Inspections until the above mentioned IIM is approved. The Culpeper District will require the following note(s) to be placed on all subdivision plans.

1. All plans should include the following note if any allowable pipe or pipe system per IIM 121.14 is proposed.
"A video camera inspection is required for all storm sewers and culverts that are deemed inaccessible to VDOT inspections. The video camera inspection shall be made with a VDOT and/or County inspector present."
2. All plans should include the following note if high-density polyethylene (HDPE) pipe or pipe system is proposed.

“The contractor and a representative from the pipe manufacturer should hold an on-site pre-construction meeting for installation training. The pipe manufacturer should spend a minimum of two hours on the job site during initial installation.”

This is effective immediately for all pipes or pipe systems that have not been accepted by VDOT. If there are any questions, please do not hesitate to notify me.

Video Camera Inspection Storm Sewers and Culverts

SCOPE

For projects that are constructed without VDOT inspection and are proposed to be accepted in to the highway system, a video camera inspection is required for all storm sewers and for culverts that are deemed inaccessible to VDOT Inspectors. The video camera inspection is to be made with a VDOT Inspector present.

The video camera is to have fully articulating lenses that will provide a 360 degree inspection of each joint and any deficient areas of the pipe. A video tape copy of the inspection is to be provided to the VDOT Inspector upon completion of the inspection.

PROCEDURES

Deficiencies shall be noted on the inspection report with their corresponding location on the project site and the distance from the inspection access point. If no deficiencies are noted or the deficiencies are not deemed by the VDOT Inspector as detrimental to the drainage system, an OK entry shall be made in the report under the remarks column for each section of pipe inspected.

Where deficiencies are located, video recording is to be used to note the deficiency in addition to the report form. The location and description of the deficiency should be added to the recording by the use of an audio microphone.

When deficiencies are noted that are deemed by the VDOT Inspector to require corrective actions, the suggested method of correcting the deficiency shall be noted both on the recording and the report form.

Upon completion of the corrective measures, the deficient locations are to be re-inspected by these same test methods.

DEFICIENCIES

Deficiencies may include the following and other problems that are deemed by the VDOT Inspector as deficiencies:

1. Crushed, collapsed or deformed pipe or joints.
2. Sags in the longitudinal profile that can be evidenced by ponded water.
3. Improper joints that can allow leaking or infiltration of backfill.
4. Misaligned joints that can cause debris accumulation.
5. Pipe that has been penetrated by guardrail or other posts or improper backfill materials or methods.
6. Debris, construction or other materials in the pipe or structures.

REPORTS

The attached form is to be used to report the inspection findings.

**A804.C Board of Supervisors Resolution
Guide Resolution for the Addition of New Subdivision Streets**

The Board of Supervisors of _____ County, in regular meeting on the _____ day of _____, 19____, adopted the following:

RESOLUTION

WHEREAS, the street(s) described on the attached Additions Form LA-5(A), fully incorporated herein by reference, are shown on plats recorded in the Clerk’s Office of the Circuit Court of _____ County, and

WHEREAS, the representative for the Virginia Department of Transportation has advised this Board that the street(s) meet the requirements established by the Virginia Department of Transportation’s Subdivision Street Requirements, and

(Note: Delete the following ‘Whereas’ paragraph(s) when not applicable. Otherwise, use a separate paragraph for each applicable situation cited.)
WHEREAS, the County and the Virginia Department of Transportation have entered into an agreement on (date) _____ for _____ (comprehensive stormwater detention) (stormwater detention in _____ Subdivision) (the crossing of one or more extrinsic structures) (the crossing of a dam) which applies to this request for addition,

NOW, THEREFORE, BE IT RESOLVED, this Board requests the Virginia Department of Transportation to add the street(s) described on the attached Additions Form LA-5(A) to the secondary system of state highways, pursuant to §33.1-229, Code of Virginia, and the Department’s Subdivision Street Requirements, after receiving a copy of this resolution and all outstanding fees and documents required of the developer, whichever occurs last in time.

BE IT FURTHER RESOLVED, this Board guarantees a clear and unrestricted right-of-way, as described, and any necessary easements for cuts, fills and drainage, and

(Note: Use this paragraph when a locality guarantees performance in lieu of a surety.)
BE IT FURTHER RESOLVED, this Board hereby guarantees the subject street(s) against faults in materials and workmanship for a period of one year following the Department’s acceptance of the street and agrees to reimburse the Department its costs for any remedial work required during this one-year period due to a failure caused by faulty materials or workmanship.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Resident Engineer for the Virginia Department of Transportation.

Recorded Vote

A Copy Testee:

Moved By: _____

Seconded By: _____

Yeas: _____ Signed _____

Nays: _____ Printed Name _____

Title _____

A805 Unit Price List

Fauquier County Unit Price List for Performance Guarantee Improvements January 1, 2002

Item	Unit	Price
<u>Site Works</u>		
Mobilization	EA	\$5,000.00
Clearing and Grubbing		
Light	AC	\$5,500.00
Moderate	AC	\$8,500.00
Heavy	AC	\$10,000.00
Very Heavy	AC	\$12,500.00
Utility Pole Relocation		
Single Phase	EA	\$5,500.00
Three Phase	EA	\$11,000.00
Multiple Circuit	EA	\$27,500.00
Underground Utility Relocation		
Single Phase	LF	\$105.00
Three Phase	LF	\$210.00
Duct Bank w/ Cabling	LF	\$850.00
Phone, Cable, Etc.	LF	\$85.00
Other		
<u>Erosion and Sediment Control</u>		
Construction Entrance	EA	\$1,000.00
Silt Fence	LF	\$4.50
Straw Bale Barrier	LF	\$4.50
Safety Fence (Orange Plastic)	LF	\$3.50
Tree Protection	LF	\$3.50
Diversion Dike	LF	\$3.50
Sediment Trap	EA	\$750.00
Sediment Basin	CY	\$7.00
Stream Diversion	EST	
Utility Stream Crossing	EA	\$2,500.00
Check Dam	EA	\$100.00
Storm Drain Inlet Protection	EA	\$150.00
Culvert Inlet Protection	EA	\$100.00
Outlet Protection	EA	\$75.00
Perm. Seeding, Fert., Mulch & Tack	AC	\$4,500.00
Perm. Seeding, Fert., Mulch & Tack (Up to 1 Ac.)	SY	\$1.10
Sodding	SY	\$5.00
Other		
E&S Maintenance (% of TOTAL E&S)	LS	35%
<u>SWM/BMP</u>		
SWM Only (Min.)	EA	\$5,000.00
BMP Only (Min.)	EA	\$5,000.00
Combined SWM/BMP (Min.)	EA	\$7,500.00
Larger SWM/BMP Facilities (Eng. Est.)		See Below
Erosion & Sediment Control		

July 19, 2005

Item	Unit	Price
Temp. Stream Diversion	EST	
Silt Fence	LF	\$4.50
Diversion Dike	LF	\$3.50
Jute Mesh	SY	\$1.50
Other		
Embankment Fill		
Select off-site w/ compaction	CY	\$25.00
On-Site/Borrow w/ compaction	CY	\$8.00
Excavation		
Cut & Work In-Place	CY	\$3.50
Cut & Spoil Onsite	CY	\$6.00
Riser Structure (Provide Basis)	EA	
Outfall Conduit (Refer to Pipe Unit Prices)	LF	
RipRap Outlet Protection (18" D min. w/ Filter Fabric)		
Class I	SY	\$37.00
Class II	SY	\$42.00
Class III	SY	\$48.00
Impermeable Pond Lining (Earthen, 12" Depth)	SY	\$12.00
Permanent Seeding, Fert., Mulch, & Tack	SY	\$1.10
Overland Spillway Protection (EC-2, EC-3, Etc.)	SY	
Other		
Subtotal SWM/BMP Facility	EA	
As-Built Certification		
Dry	EA	\$1,000.00
Wet	EA	\$1,500.00
Other		
Roadway/Parking Lot		
SM-2A Asphalt (Surface Course)	SY/IN D	\$3.00
B-3/I-2 Bit. Concrete (Base/Intermediate Course)	SY/IN D	\$2.50
21-A Aggregate (Sub-Base)	SY/IN D	\$0.75
Prime and Double Seal	SY	\$3.00
Gravel Shoulder (4")	SY	\$4.00
Sidewalk (Conc. 4" WWF, No Base)	SY	\$25.00
Sidewalk (Bitum. 2" w/ 4" Base)	SY	\$12.00
CG-2/CG-3	LF	\$10.00
CG-6/CG-7	LF	\$12.00
CG-12 (Curb Ramp)	EA	\$450.00
Driveway Culvert (15" Min. Size)	EA	\$500.00
Driveway Apron	EA	\$800.00
Parking Blocks/Wheel Stops	EA	\$25.00
Guardrail	LF	\$20.00
Street Light	EA	\$3,000.00
Commercial Entrance	EA	\$1,500.00
Street Name Sign	EA	\$150.00
Traffic Control Sign (Stop, HC, Speed, Etc.)	EA	\$125.00
Pvm't. Marking/Parking Lot Paint (Tot. Paved Area)	SF	\$0.25
Traffic Barricade	EA	\$500.00
Other		

Item	Unit	Price
<u>Storm Drain Structures</u>		
DI-1	EA	\$2,500.00
DI-2	EA	\$4,200.00
DI-3	EA	\$5,000.00
DI-4	EA	\$7,500.00
DI-7	EA	\$4,500.00
YI-1	EA	\$4,000.00
Manhole (Up to 6' Depth)	EA	\$1,700.00
MH (Greater than 6' Depth)	VF	\$140.00
JB-1 (Concrete)	CY	\$350.00
Other		
<u>End Sections</u>		
<u>ES-1 (concrete)</u>		
15"	EA	\$350.00
18"	EA	\$400.00
21"	EA	\$475.00
24"	EA	\$500.00
27"	EA	\$650.00
30"	EA	\$700.00
36"	EA	\$900.00
42"	EA	\$1,200.00
48"	EA	\$1,300.00
Other		
<u>ES-2 (metal, Coated ADD 15%)</u>		
15"	EA	\$200.00
18"	EA	\$225.00
21"	EA	\$275.00
24"	EA	\$325.00
27"	EA	\$345.00
30"	EA	\$360.00
36"	EA	\$600.00
42"	EA	\$800.00
48"	EA	\$1,000.00
Other		
<u>Endwalls (Pre-Cast)</u>		
<u>EW-1</u>		
15"	EA	\$600.00
18"	EA	\$750.00
21"	EA	\$875.00
24"	EA	\$1,000.00
27"	EA	\$1,200.00
30"	EA	\$1,450.00
36"	EA	\$1,600.00
Other		
<u>EW-2</u>		
42"	EA	\$2,800.00
48"	EA	\$3,200.00
54"	EA	\$3,800.00
60"	EA	\$4,400.00

Item	Unit	Price
72"	EA	\$5,000.00
Other		
<u>Pipes</u>		
Includes Normal Excavation, Bed & Backfill		
15" RCP	LF	\$42.00
18" RCP	LF	\$45.00
21" RCP	LF	\$48.00
24" RCP	LF	\$52.00
27" RCP	LF	\$56.00
30" RCP	LF	\$62.00
36" RCP	LF	\$78.00
42" RCP	LF	\$84.00
48" RCP	LF	\$100.00
54" RCP	LF	\$130.00
60" RCP	LF	\$150.00
Other		
15" CMP	LF	\$22.00
18" CMP	LF	\$25.00
24" CMP	LF	\$31.00
30" CMP	LF	\$34.00
36" CMP	LF	\$58.00
42" CMP	LF	\$65.00
48" CMP	LF	\$80.00
54" CMP	LF	\$95.00
60" CMP	LF	\$100.00
Other		
Select Backfill for HDPE	LF	Add 15%
15" HDPE	LF	\$21.00
18" HDPE	LF	\$24.00
24" HDPE	LF	\$27.00
30" HDPE	LF	\$30.00
Other		
<u>Additional Drainage Items</u>		
Sod Ditch	SY	\$5.00
Rip Rap (18" Depth with Filter Fabric)		
Class I	SY	\$37.00
Class II	SY	\$42.00
Class III	SY	\$48.00
Grouted Rip-rap	SY	\$50.00
EC-1	TON	\$90.00
EC-2 (Non-perm. ditch lining, eg. jute mesh)	SY	\$1.50
EC-3 (Permanent ditch lining)	SY	\$4.00
Gabion Revetment	CY	\$120.00
Other		
<u>Water/Sewer Line Construction</u>		
<u>Water Main (Class 52 Pipe)</u>		
4" DIP	LF	\$32.00
6" DIP	LF	\$36.00
8" DIP	LF	\$42.00

Item	Unit	Price
10" DIP	LF	\$52.00
12" DIP	LF	\$60.00
14" DIP (Class 51 Pipe)	LF	\$72.00
16" DIP (Class 51 Pipe)	LF	\$86.00
Wet Tap	EA	\$2,600.00
Service Lateral	EA	\$500.00
Fire Hydrant Assembly	EA	\$2,800.00
Bore & Jack	LF	\$350.00
Jackpit	EA	\$2,500.00
Other		
Sewer Line (Add 100% for Class 50 DIP)		
Sanitary Manhole (Up to 6' Depth)	EA	\$2,500.00
MH (Greater than 6' Depth)	VF	\$140.00
6" PVC	LF	\$22.00
8" PVC	LF	\$26.00
10" PVC	LF	\$30.00
12" PVC	LF	\$35.00
Service Lateral w/ Cleanout	EA	\$850.00
Force Main		
4" DIP	LF	\$15.00
6" DIP	LF	\$18.00
8" DIP	LF	\$22.00
10" DIP	LF	\$25.00
12" DIP	LF	\$31.00
Other		
Landscaping		
Canopy Tree	EA	\$350.00
Understory Tree	EA	\$200.00
Shrub	EA	\$35.00
Other		
Miscellaneous Items		
Trail/Walkway (Woodchip/Stonedust)	SY	\$10.00
Dumpster Pad	EA	\$750.00
Fence (Board, 6' Privacy)	LF	\$16.00
Fence (Chain Link)	LF	\$14.00
Tot Lots	EA	\$6,500.00
Rock Excavation		
Hoe Ram	CY	\$50.00
Blasting	CY	\$35.00
Ripping	CY	\$16.00
Other		
Overall Bond		
Admin & Contingency		25%