

**HOWARD COUNTY, MARYLAND
DEPARTMENTAL PROCEDURE 501.2**

**ACCEPTANCE BY HOWARD COUNTY, MARYLAND OF
PUBLIC IMPROVEMENTS WITHIN AN APPROVED SUBDIVISION**

501.2.1 PURPOSE

To establish the administrative procedures in accordance with the Howard County Code's requirements relative to the acceptance by Howard County of dedicated public improvements within an approved subdivision which typically include public improvements for roads, storm drains, storm water management facilities, water and sewer facilities, sidewalks, street lighting, street trees, street signs, traffic control devices, and other associated public improvements as may be required pursuant to the Developer Agreement.

501.2.2 APPLICATION

Upon completion of construction of the public improvements in accordance with the Approved Plans and Specifications, the Developer is required under the provisions of the Code and Developer Agreement to petition the Director, Department of Public Works, to accept title to the public improvements for which an option to acquire for public purposes has already been granted to Howard County, Maryland in consideration for the approval of a subdivision plan.

This procedure describes the formal dedication process relative to the final approval and acceptance of the subdivision public improvements into the Howard County system of publicly owned and maintained facilities.

501.2.3 REFERENCES

- A. Howard County Code, Title 18. Public Works, Subtitle 2. Roads
- B. Howard County Code, Title 16. Planning, Zoning and Subdivision and Land Development Regulations, Subtitle 1. Subdivision and Land Development Regulations
- C. Howard County Design Manuals
 Volume I – Storm Drainage
 Volume II – Water and Sewer
 Volume III – Roads and Bridges
 Volume IV – Standard Specifications and Details

501.2.4 DEFINITIONS

- A. **Agreement or Developer Agreement** - means the "Developer Agreement and Right of Entry" between the Developer and the County for the Developer's design and construction of the Public and/or Private Improvements identified on the Approved Plans and Specifications for the Final Subdivision Plan or Site Development Plan the satisfactory completion of which are guaranteed by the financial security provided by the Developer.
- B. **Approved Plans and Specifications** – means the construction and technical drawings, and the technical specifications, which have been prepared in accordance with the Design Manual and the Code and which have been approved by County for the construction of the Public Improvements and the Developer's operation until Final Acceptance of the Project in accordance with the Agreement, as amended from time to time.
- C. **CID** – means County's Construction Inspection Division of the Bureau of Engineering, within the Department of Public Works.
- D. **Code** – means the Howard County Code, as amended.
- E. **County** – means Howard County, Maryland, a body corporate and politic and its successors and assigns.
- F. **Department** – means the Department of Public Works.
- G. **Deferred Improvements** – means the Public or Private Improvements such as, sidewalks stormwater management facilities, street trees, or stabilization which are incomplete as of the final acceptance of the Project and which shall be completed.
- H. **Developer** - means the individual or entity duly authorized to conduct business in the state of Maryland and in good standing with the Maryland State Department of Assessments and Taxation, and the Developer's heirs, personal representatives, successors and assigns, which is obligated to complete the Public and Private Improvements under the Developer Agreement.
- I. **Developer's Engineer** – the engineering firm duly licensed in accordance with the laws of Maryland and in good standing with the State Department of Assessments and Taxation and the State Department of Labor, Licensing and Regulations, engaged by Developer to prepare the Approved Plans and Specifications for the Project.

- J. **DED** – means County’s Development Engineering Division, in the Department of Planning and Zoning, which reviews engineering plans and specifications, including red-lines.
- K. **Director** - means the Director of the County’s Department of Public Works or his or her designee.
- L. **DLD** – means the County’s Division of Land Development in the Department of Planning and Zoning, which coordinates landscaping and forest conservation plans, installation and inspections.
- M. **DPZ** – means the County’s Department of Planning and Zoning.
- N. **Final Subdivision Plan (F-Plan or Plat)** – means an approved subdivision of a parcel of land into buildable and/or non-buildable lots or parcels and designated by DPZ as Plan Number F-____-____ and titled “_____” dated _____, which plat shall be recorded among the Land Records of Howard County, Maryland upon the execution of the Agreement and the plat’s approval by the County.
- O. **Financial Security** – means the monetary obligation provided by the Developer to ensure the completion and operation of the Public Improvements and/or Private Improvements as set forth in the Agreement as agreed upon by the Developer and the County. The security shall be in the form of (i) cash in the form of a check made to the order of Howard County Director of Finance and deposited into a non interest-bearing account by the County, (ii) a bond issued by a bonding company licensed to do business in the state of Maryland, or (iii) a letter of credit from a bank conducting business in Maryland.
- P. **Final Inspection** – means the inspection by CID following the corrections from the Semi-Final Inspection punch list.
- P. **Labor and Material Payment Security** – means the Financial Security provided by the Developer for a Project to guarantee the payment of debts owed to contractors or material suppliers for the provisions of labor and/or materials used in the construction of the Improvements required under the terms and provisions of the Agreement.
- Q. **Landscape Improvements** – means required plantings shown on the Approved Plans and Specifications in accordance with the Landscape Manual.
- R. **Maintenance and Repair Security** – means the Financial Security provided by the Developer to guarantee the Developer’s obligation to repair and correct any damage, defects in materials and/or workmanship, or non-conformity in the Public Improvements for one year after approval and acceptance by the County or until all defects and/or deficiencies have been corrected, whichever is longer.

- S. **Owner** - means the fee simple owner of the property and the Owner's heirs, personal representatives, successors and assigns.
- T. **Performance Security** – means the Financial Security provided by Developer to guarantee the timely and satisfactory completion of the Public Improvements and Private Improvements in accordance with the terms and provisions of the Agreement.
- U. **Private Improvements** - means private storm water management facilities, Landscape Improvements, noise walls, retaining walls or private access place facilities that are identified on the Approved Plans and Specifications and the estimated cost of which are included into the Financial Security for the Agreement.
- V. **Project** – means Developer's design and construction of the Public Improvements and the Landscape Improvements for the property at its expense. The Project shall be designed in accordance with the Code and the Design Manual and constructed by Developer in a timely manner in accordance with the Approved Plans and Specifications.
- W. **Public Improvements** - means public roads, storm drains, storm water management facilities, sidewalks, street lighting, street trees, street signs and traffic control devices, associated grading and water and sewer facilities that are identified on the Approved Plans and Specifications and the estimated cost of which are added into the Financial Securities for the Agreement.
- X. **Public Works Board** - means an advisory board comprised of five (5) Howard County citizens that meets monthly to make recommendations to the Director on the County's acceptance and acquisition of roads, rights-of-way, and associated Public Improvements within an approved subdivision in accordance with the Code.
- Y. **RESD** – means the County's Real Estate Services Division of the Department of Public Works.
- Z. **Road Notice** – means the advertisement published by the Developer in the legal advertising section of a newspaper of general circulation within the County which notifies the public when a subdivision is scheduled for presentation at an upcoming hearing of the Public Works Board. The Road Notice is published for two consecutive weeks approximately thirty (30) days prior to the date of the hearing.
- AA. **Semi-Final Inspection** – means the initial inspection by CID following the submission of As-Built Information and completion of items on Exhibit B – Checklist for Semi-Final Inspection. The punch list generated during this inspection will consolidate and coordinate punch lists for the various County agencies.

- BB. **Site Development Plan (SDP)** – means the site development plan approved by DPZ for the development of the Property indicating the location of existing and proposed buildings, structures, paved areas, Public Improvements, Private Improvements, and Landscaping Improvements, which is designated with a specific file number.
- CC. **Subdivision** – means the Project identified in the Final Subdivision Plan defined above.

501.2.5. RESPONSIBILITIES

- A. **CID.** CID works with the Developer during the construction phase of the Project and coordinates dedication activities and final inspections with other County agencies. Approximately 45 days prior to a scheduled Public Works Board hearing date, CID identifies Projects that are ready to proceed to final approval, dedication and acceptance and notifies RESD of those Projects.
- B. **Developer.** Upon completion of the required Public Improvements in accordance with the Approved Plans and Specifications, it is the Developer's responsibility to petition the Director for the acceptance of the Roads and Storm Water Public Improvements as provided in Subtitle 2, "Roads", Section 18.200 *et seq.* of the Code and the Water and Sewer Public Improvements, if applicable, into the County system of publicly owned and maintained facilities and approval of the Private Improvements.
- C. **RESD.** RESD processes all administrative documentation for the Project and works directly with the Developer upon notification from CID that a Project is ready for dedication and acceptance by the County.
- D. **Public Works Board.** The Public Works Board provides a recommendation to the Director relative to the acceptance and acquisition of the Public Improvements into the County system.
- E. **Director.** Upon receipt of the Public Works Board's recommendation, the Director makes the final decision relative to the acceptance of the public roads and associated Public Improvements into the County system of publicly owned and maintained facilities. Projects without public roads are not presented to the Public Works Board. The Director's acceptance and approval of the Public and Private Improvements is defined in Section 501.2.7 Final Acceptance of this procedure.

501.2.6 FINAL APPROVAL, DEDICATION AND ACCEPTANCE PROCEDURES

A. **As-Built Requirements.** Upon final completion of all required Public Improvements, the Developer's Engineer shall submit to CID for review red-line as-built prints, on a complete set of the latest approved drawings, associated with the Roads and Storm Water Public Improvements together with the Engineer's Certification, as defined below. If the as-built information is incomplete, the prints shall be returned without further action until such time as the required information is provided. The Semi-Final Inspection of the Public Improvements does not begin until CID receives the required as-built information, in acceptable form. The submission of the as-built prints must comply with the following criteria.

1. **Engineer's Certification.** A certification letter, in the form attached hereto as Exhibit A, signed and sealed by a Registered Professional Engineer and in required format, certifying that the Public Improvements as constructed lie wholly within the easement areas and fee simple areas dedicated to the County, shall accompany the as-built print.
2. The as-built print shall indicate the date of survey.
3. The as-built print, signed and sealed by a Registered Professional Engineer, shall indicate all major discrepancies and deviations in red pencil or ink, as follows:
 - a. Centerline elevations shall be required at 50-foot intervals and all PVC's and PVT's or any other breaks in grades with exact elevations plotted on the profile.
 - b. Storm drainage structures shall have all invert elevations noted on the profile, plan, and structure schedule. Indicate any and all changes of location or change in structure type.
 - c. Indicate paving width and length of roads and/or streets.
 - d. Indicate center locations of all sewer manhole covers within the right-of-way.
 - e. Indicate horizontal and vertical control references.

Required:

1. Horizontal datum for this as-built survey is based on the Maryland State Reference System NAD '83/ <<insert date of adjustment used>>. As projected by Howard County

Geodetic Control Stations <<insert station numbers>>. Vertical datum for this as-built survey is North American Vertical Datum (NAVD) 1988 as projected by the above mentioned Howard County Geodetic Control Stations or Howard County Vertical Control Bench Marks <<insert bench mark numbers>>.

2. This as-built was performed by <<insert company name>>.

Preferred:

3. The instruments were used in performing this as-built survey: <<insert instrument type (i.e., 5 second Total Station & prism; 1 second Robotic Total Station & prism; Reflector less Total Station; RTK GPS, Scanner, Digital Level). [This information will afford Howard County an understanding of the quality of the measurements.]

- f. Indicate locations and elevations of concrete monuments at all intersections and metal pipes at all PVC's and PVT's. This shall be done in accordance with the provisions of the Howard County Design Manual, Volume IV, Standards and Specifications and Details; and the Howard County Subdivision and Land Development Regulations, Section 16.
- g. Show a recovery sketch for each concrete monument only.
- h. Submit a copy of all engineering inspection and test reports. Test reports and certifications will be required at specific stages of the Project's construction. The culmination of test results or individual reports here may include previously supplied information or a summary of the same.
- i. Upon approval of redlined As-Built prints by CID, the Developer's Engineer shall revise the original drawings on file in the Department of Planning and Zoning in accordance with the approved redlined As-Built prints. The revision involves placing the approved redlined As-Built information, along with the appropriate Engineer's Certification, Seal, Signature, and date (originals only – no sticky backs permitted) onto every sheet of the set. The developer's engineer shall then provide five copies of the revised original As-Built to CID. Note that certain storm water management (SWM) ponds as-builts are reviewed by the Howard County Soil Conservation District (HSCD). HSCD's approval should be obtained prior to processing the redlined As-Built prints through CID.

B. CID Action

1. Upon CID's approval of the as-built prints (red-lines on paper), CID shall determine if the Project is ready for inspection by the various County agencies required to inspect the facilities and develop their respective punch lists. The Developer shall ensure that the items on the "Checklist for Semi-Final Inspection" are accomplished. If the condition of the site is such that numerous and obvious deficiencies exist, the Developer shall be sent written notification that correction of these deficiencies is required prior to further inspection. This action may be repeated as many times as CID deems necessary.
2. When the Project is ready for inspection by other agencies, CID shall coordinate the inspection activities and consolidate the various agencies' punch lists. Upon completion of the Semi-Final Inspection, a consolidated punch list shall be generated and forwarded to the Developer for action.
3. The Developer shall notify CID prior to correcting the deficiencies noted on the Semi-Final Inspection punch list. Upon completion of all work identified on the punch list, the Developer shall notify CID that the corrections have been made and request a Final Inspection.
4. Once CID has determined that the Public Improvements are constructed in accordance with the Approved Plans and Specifications, CID shall notify RESD that the Project can be tentatively scheduled for an upcoming Public Works Board hearing and to proceed with the formal dedication process. RESD is notified approximately 45 days prior to the date of the next Public Works Board hearing for which the Project is to be tentatively scheduled.

C. Real Estate Services Action

1. Upon receipt of the notice from CID, RESD sends written notification to the Developer that the Project is tentatively scheduled for a Public Works Board hearing and provides a list of criteria (paragraphs 2a through 2f below), that must be met prior to being placed on the official Public Works Board Agenda. This letter provides a deadline date (the Pre-Hearing Deadline) for the Developer to return all documentation to RESD. Failure to meet this Pre-Hearing Deadline may result in the removal of the Project from the Agenda.
2. When the Developer has compiled the information requested, the Developer makes an appointment with RESD to submit the following dedication paperwork no later than the Pre-Hearing Deadline.

- a. **Road Notice** – RESD provides the Road Notice to the Developer for action. The Developer shall advertise the Road Notice at least 30 days prior to the Public Works Board hearing notifying the public that the Developer has petitioned to have the Public Improvements located within the Subdivision accepted by the County. The Developer is required to make two separate insertions at weekly intervals in the legal advertising section of a newspaper of general circulation within the County giving the time, place and date of the public hearing. **The Developer's failure to advertise 30 days in advance may result in removal of the Subdivision from the agenda.** A sample Road Notice is attached hereto as Exhibit C.
- b. **Public Works Petition** – RESD provides the Petition to the Developer for action. The Petition for acceptance of the Public Improvements within the Subdivision must be properly executed by the Developer/Owner of the Project. A sample Public Works Board Petition is attached hereto as Exhibit D.
- c. **Affidavits and Release of Liens** – RESD provides the sample Developer's Affidavit Of Release of Liens attached hereto as Exhibit E to the Developer for completion. The Developer shall complete the Affidavit and provide the required supporting affidavits from contractors and suppliers. A sample of the Contractor's Affidavit of Payment of Debts and Claims is attached hereto as Exhibit F which certifies that the contractor has been paid for all material and equipment furnished and all work, labor and services performed with respect to the Project.
- d. **Title Report** - The Developer shall provide a complete title report referencing the project name and project number for each property affected by the project (on-site and off-site). The title report cannot be more than 30 days old at the time of preparation of the legal documents. A title attorney certifying the current fee simple ownership of the property should sign the report. Identify any mortgages, deeds of trust, liens, easements, exceptions, encumbrances, and any other matter of record that affect the subject property. ***The title report shall include complete copies of all documents noted in the report.*** (i.e. title deeds, trusts, letters of administration, wills, deeds of trust, mortgages, liens, easements, exceptions, encumbrances, etc.). For additional information regarding title report requirements go to <http://www.howardcountymd.gov/dpw/resd.htm>

- e. The Developer is required to coordinate installation of the Landscape Improvements and inspection efforts with DLD and certify that all plant materials required under the approved landscape plan are installed.
 - f. Developer is requested to provide a written decision about the choice of Maintenance and Repair Security - bond, letter of credit or check.
3. RESD submits the Public Works Board Proposed Agenda to a newspaper of general circulation within the County at least two weeks prior to the Public Works Board hearing. The County is required to publish two separate insertions of the Agenda in the legal advertising section giving the time, place and date of the Public Works Board hearing and posting on the County's website at <http://www.co.ho.md.us/displayprimary.aspx?id=6442456124>.
 4. RESD prepares the Deed, Deed and Release, Owner Affidavit, Public Works Board Resolution, and any other legal documents that may be required at the time, for review and approval by the Office of Law.
 5. Confirmation is obtained from DLD that the Landscape Improvements are/are not approved by the County.
 6. CID provides a final confirmation that the Public Improvements have been completed in accordance with the Approved Plans and Specifications. If not, a Deferred Improvements Agreement to defer incomplete improvements (i.e. sidewalks, storm drains, storm water management facilities and associated grading, soil stabilization, planting of street trees) is prepared using a cost estimate prepared by the Developer's Engineer and approved by CID. The Deferred Improvements Agreement is transmitted to the Developer for execution and returned to RESD with a Check or Letter of Credit as Financial Security prior to the Public Works Board hearing. **Bonds are not accepted for deferred improvements. Water and Sewer facilities may not be deferred.**
 7. **The Deed or Deed and Release and Affidavit as to Mortgages Mechanics' Liens, Conditional Contracts of Sale, Etc.,** are prepared for transmittal to the Developer for execution by the Owner and the lending institution, when applicable, immediately after the Public Works Board hearing.

8. If the Landscape Improvements are not approved by DPZ, a Landscape Amendment is prepared for transmittal to the Developer for execution and returned with a Check or Letter of Credit as Financial Security prior to acceptance of the Maintenance and Repair Security and final acceptance of the Public Improvements. **Bonds are not accepted for deferred Landscape Improvements.**
9. When the acceptance sign-off sheet, executed by Chief, Bureau of Engineering and the Chief, Bureau of Highways, is received in RESD, the Maintenance and Repair Security forms are transmitted to the Developer for processing. The Developer is requested to submit the Maintenance and Repair Security prior to final execution of the Deed or Deed and Release by the County.

D. Public Hearing

1. **Department of Public Work's Testimony** – RESD shall present the testimony for the Department indicating that the required Public Improvements meet the criteria for acceptance pursuant to Section 18.200 of the Code. If any Public Improvements remain unfinished, RESD advises the Public Works Board if a Deferred Improvements Agreement has been executed, the amount of the Financial Security, and the obligation date by which the Developer is required to complete the deferred improvements. If detailed construction information is required as a result of testimony presented to the Public Works Board, CID is available to answer such questions.
2. **Public Testimony** – The Developer and the general public may present verbal or written testimony relative to the acceptance of the Public Improvements into the County system of publicly owned and maintained facilities.
3. **Public Works Board Recommendation** – The Public Works Board shall take into consideration all testimony presented at the hearing and shall provide its final recommendation to the Director after an affirmative vote and by signing the Resolution.

501.2.7. FINAL ACCEPTANCE

- A. The Director shall make a final determination as to the acceptance of the Public Improvements by the County. The Director shall take into consideration the recommendation of the Public Works Board and shall confirm with RESD that the criteria itemized in 501.2.6 have been met. If the Public Works Board expressed any reservations about acceptance of the Public Improvements, the Director shall address and resolve those concerns prior to taking final acceptance of the Public Improvements.
- B. Upon the receipt of the Final Inspection for Road Dedication sign-off sheet, and the posting of the Maintenance and Repair Security as defined in the Agreement, RESD shall forward the Deed or Deed and Release for County execution. Upon execution by the Director and other County officials, the Public Improvements are officially accepted into the County system of publicly owned and maintained facilities.
- C. RESD shall forward the fully executed Deed and/or Deed and Release for recordation in the Land Records of Howard County, Maryland.
- D. At the time of acceptance of the ownership and maintenance obligations of the Public Improvements, the Director shall also officially accept the ownership and maintenance of the public water and sewer facilities, and other associated Public Improvements which have been constructed in accordance with the Approved Plans and Specification and approved by the County. The associated Private Improvements, i.e. the private access place, private storm water management, and Landscape Improvements, are approved by the County simultaneously with the Public Improvements, unless deferred and secured with a Deferred Improvements Agreement, the County does not accept ownership of or maintenance obligations associated with the Private Improvements.
- E. Roads, Storm Drains, Storm Water Management Facilities and Landscaping Developer Agreement.
 - 1. Upon acceptance of the Maintenance and Repair Financial Security, the Final Inspection for Road Dedication sign-off sheet, and execution of the Deed or Deed and Release by the Director, the Public Improvements are accepted into the County system of publicly owned and maintained facilities. At this time, RESD shall change the notation from Other Public (OP) to County (CO) in the Howard County Master Road Book Index, indicating that the County officially owns and maintains the roadway.
 - 2. The construction of Private storm water management facilities and/or Landscape Improvements included in the Agreement must also be approved by the County or deferred.

F. Deferred construction.

1. In accordance with Section 18.202 of the Code and the terms of the Agreement, certain Public and/or Private Improvements may be deferred for up to two (2) years by execution of a Sidewalk Agreement between the Developer and the County, including sidewalks, stormwater management improvements, required stabilization, landscaping, and planting of street trees. Water and sewer improvements must be fully completed and may not be deferred. A check or letter of credit is required as Financial Security for the Sidewalk Agreement. CID is responsible for inspecting and approving the deferred improvements.
2. In accordance with Departmental policy, Landscape Improvements incomplete at the time of dedication of the Public and/or Private Improvements within a Subdivision may be deferred for up to six (6) months by execution of a Landscape Amendment. A check or letter of credit is required as Financial Security for the amendment. DLD is responsible for inspecting and approving the Landscape Improvements.

501.2.8. RELEASE OF THE DEVELOPER'S OBLIGATIONS AND FINANCIAL SECURITY FOR DEVELOPER AGREEMENT

For purposes of this procedure, a separate Release of Financial Security is prepared for each type of Agreement. The release of the Financial Security for the Roads, Storm Drains, Storm Water Management Facilities and Landscaping Developer Agreement is identified below and in the Exhibit Section of this Procedure. The Release of the Developer's Obligation and Financial Security for the Water and Sewer Facilities and Landscaping Developer Agreement, Private Access Place Developer Agreement and Shared Sewage Disposal Facilities Developer Agreement is provided in the Exhibit Section of this Procedure.

- A. **Roads, Storm Drains, Storm Water Management Facilities and Landscaping.** Upon acceptance of the Maintenance and Repair Security, the Final Inspection for Road Dedication sign-off sheet, and execution of the Deed or Deed and Release by the Director, the Public Improvements are accepted into the County system of publicly owned and maintained facilities.
1. **Performance Security.** – The Release of the Performance Security occurs after official acceptance of the Public Improvements and approval of the Private Improvements, unless deferred, including posting of the appropriate Maintenance and Repair Security.
 2. **Labor and Material Payment Security.** – The Labor and Material Payment Security shall remain in effect for at least one year from the date of acceptance or until the Maintenance and Repair Security is released,

whichever is later. The Developer may exercise the early release option in the Agreement by posting a Notice to Creditors in a newspaper of general circulation in Howard County giving all contractors or material suppliers a 90-day deadline by which to place a claim with the County against the financial security. When the appropriate deadline has been reached, and no claims have been presented to the County, the Labor and Material Payment Security shall be released.

3. **Maintenance and Repair Security.** CID shall coordinate the inspections required to release the 12-month Maintenance and Repair Security with the Department's Bureau of Highways. When the one-year anniversary date of acceptance has arrived or the date that all defects and deficiencies that occurred during the maintenance period are corrected, whichever is longer, the Maintenance and Repair Security (bond, check or letter of credit) shall be released. If the Labor and Material Payment Security is still in effect, that financial security shall be released also.

501.2.9. DAMAGE TO PUBLIC IMPROVEMENTS AFTER COUNTY ACCEPTANCE

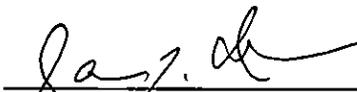
- A. While early dedication of roads and associated public facilities may be advantageous to the Developer, problems may occur as a result of ongoing construction activities within the Subdivision. The County shall not permit abuse of any of the Public Improvements that have been accepted. Such abuse may constitute, but not be limited to the following:
 1. The parking of construction equipment or trailers on the public right-of-way.
 2. Damage to curbs, sidewalks, roads, drainage structures or any other public facilities.
 3. The accumulation of mud and silt on the public right-of-way and its infiltration of the public storm drainage system.
 4. Damage by utility companies, i.e., BGE, Verizon, Comcast Cable, etc. to the Public Improvements.
- B. Individual sediment controls shall be required with each building permit issued. Site grading should not interfere with meter vaults or ball valve installations. Damage to any of the Public Improvements that is not immediately corrected shall result in the withholding of Certificate of Occupancy to new housing prior to the repair of the Public Improvements.
- C. Criminal penalties established in accordance with Section 18.208 of the Code in reference to damages to the public right-of-way shall be implemented.

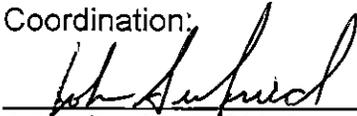
501.2.10. AMENDMENTS

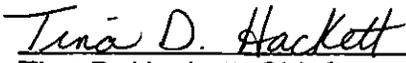
This procedure may be amended as required and such amendments shall be entered as dated additions to this document and carried herein until the procedure is revised; at which time the amendments shall be incorporated into the applicable sections.

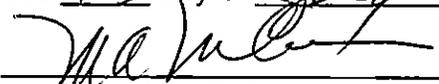
501.2.11. EFFECTIVE DATE OF PROCEDURES

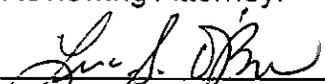
This procedure is effective this 22nd day of July, 2013, and shall remain in force as stated and amended until such time as it is formally revoked or rescinded by the Director, Department of Public Works, although deviations from the procedure may be authorized by the Director, Department of Public Works, as he deems necessary.

APPROVED:  7/22/13
James M. Irvin, Director
Department of Public Works

Coordination:

John Seefried, Chief
Construction Inspection Division


Tina D. Hackett, Chief
Real Estate Services Division

APPROVED for Legal Form and Sufficiency
this 15 day of July, 2013.

Margaret Ann Nolan,
County Solicitor

Reviewing Attorney:

Lisa S. O'Brien

EXHIBITS

<u>Content</u>	<u>Exhibit No.</u>
Letter of Certification for As-Builts	A
Checklist for Final Inspection	B
Road Notice (Sample)	C
Public Works Petition	D
Developer's Affidavit of Release of Liens	E
Contractors Affidavit of Payment of debts and Claims	F
Release of Developer's Obligation and Financial Security Developer Agreement and Right of Entry	G
Release of Developer's Obligation and Financial Security Shared Sewage Disposal Facilities Developer Agreement	H

**HOWARD COUNTY
OFFICIAL LETTER OF CERTIFICATION**

MUST BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF MARYLAND.

MUST BE ON A PROFESSIONAL ENGINEER'S LETTERHEAD

Date

John Seefried, Chief
Construction Inspection Division
Bureau of Engineering
Howard County Public Works Department
9250 Bendix Road
Columbia, MD 21045

Subject: P & Z File No. _____
Name of Subdivision, Section, Area, Lots

Dear Mr. Seefried:

In accordance with Section 1100.03 of Volume IV, Howard County Design Manual, this letter is to certify that the roads and storm drainage facilities within (Name of Subdivision, Section, Area, Lots):

1. Are constructed in the lines and grades shown in red and marked as built on the attached _____ copies of the approved road and storm drainage construction drawings.
2. That the roads and storm drainage construction is in accord with the approved plans.
3. The location of the elevation of all concrete monuments and metal pipes have been done in accordance with the Howard County Subdivision and Land Development Regulations, Section 16.139.
4. The Public Improvements as constructed lie wholly within the easement areas and fee simple areas dedicated to the County.

Sincerely,

Professional Engineer's Name

**Exhibit A
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February 22, 2013

TAR/Procedures/Procedure501.2rev7- 2-12-2013

ENGINEER CERTIFICATION OF AS-BUILT DRAWINGS

MUST BE DATED, SIGNED AND SEALED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF MARYLAND.

EVERY SHEET OF THE PLAN SET MUST BE SEALED AND CONTAIN THE TEXT "AS-BUILT" IN PROXIMITY OF THE SHEET NAME.

IN THE EVENT THAT A PARTICULAR SHEET DOES NOT REQUIRE DRAFTING OF AS-BUILT ELEMENTS, THE ENGINEER, AT HIS/HER DISCRETION, MAY NOTE THAT NO AS-BUILT INFORMATION IS REQUIRED ON A GIVEN SHEET. HOWEVER, EACH SHEET MUST BE DATED, SEALED, SIGNED AND CONTAIN THE TEXT "AS-BUILT" IN PROXIMITY OF THE SHEET NAME.

ALL SHEETS WITH AS-BUILT INFORMATION MUST HAVE THE FOLLOWING CERTIFICATION TEXT.

AS-BUILT CERTIFICATION

I hereby certify, by my seal, that to the best of my knowledge and belief the facilities shown on this plan were constructed as shown on this "AS-BUILT" plan meet the Approved Plans and Specifications.

<Print or type the MD PE's NAME, PE #, and DATE of AS-BUILT>

CHECKLIST FOR SEMI-FINAL INSPECTION

The Developer shall ensure that the following items are accomplished prior to the Construction Inspection Division's, hereinafter "CID", Semi-Final inspection of the Public Improvements. If you have any questions regarding these requirements, you should contact the CID's Inspector.

1. Remove all debris and mow grass in all future County rights-of-way, common area, and SWM facilities.
2. Ensure that all stabilization is complete in accordance with the grading permit(s).
3. Re-grade, seed and mulch all bare areas from back of curb to the property line boundary.
4. Correct any unapproved sump areas within the pavement or curb area. Ensure positive drainage.
5. Replace and/or repair all sidewalks, curbs and pavement as identified in the field by the Inspector.
6. Post all fees for street name signs. Contact the Traffic Engineering Division, Bureau of Highways, hereinafter "Traffic Engineering", at (410) 313-2430.
7. Contact Traffic Engineering if traffic control devices (stop signs, speed limit signs, etc.) are required.
8. Ensure that no metal is exposed or rusting within concrete structures.
9. Ensure that installed driveway aprons (concrete or bituminous) allow for proper drainage.
10. All storm drain structures must be set to proper grade and alignment. Any impediments to conveyance must be removed.
11. Remove all weeds and/or grass from the joints of any curbs, pavement or sidewalks.
12. Ensure that tee-turnarounds are constructed at the end of all dead-end streets.

**Exhibit B
Page 1 of 2**

13. Dead-end barricades are required at all tee-turnarounds. The barricades shall be constructed across the full width of the right-of-way.
14. Streetlights must be installed in accordance with the Approved Construction Drawings contingent upon BGE's scheduling.
15. A two-inch stand of grass is required in those areas where grass sod is required for stabilization.
16. All water valves, curb stops and fire hydrants are required to be to grade and operational.
17. All sewer clean-outs and manholes are required to be to grade and operational.
18. The above items are general. Additional site specific items may be required as deemed necessary by CID.
20. Once all of the above items have been completed, contact the Inspector to request the Final Inspection. Additional items may be required as deemed necessary by the Inspector.

Exhibit B
Page 2 of 2

**ROAD NOTICE
(Sample)**

Notice is hereby given that the undersigned shall file a petition with the Director of Public Works, to accept in fee simple, title to those public improvements, situate, lying and being in the «DistNo» Election District of Howard County, Maryland and shown on the Subdivision Plat(s) entitled "«Subdivision»", and recorded among the Land Records of Howard County, Maryland as Plat Number(s) «PlatNos» and being more particularly described as «Road».

A public hearing of said petition has been tentatively scheduled to be heard by the Public Works Board on Tuesday, «HearDate» at 7:30 p.m., at the Columbia/Ellicott Room, George Howard Building, 3430 Court House Drive, Ellicott City, Maryland 21043.

For confirmation of the hearing date, contact the Real Estate Services Division, (410) 313-2330.

«Develname»
«Develaddress1»
«Address2»
«CityStateZip»

Exhibit C

- 21 -

February 22, 2013

TAR/Procedures/Procedure501.2rev7- 2-12-2013

PUBLIC WORKS PETITION

FOR THE ACCEPTANCE OF SUBDIVISION PUBLIC IMPROVEMENTS IN THE «DistNo» ELECTION DISTRICT OF HOWARD COUNTY, MARYLAND PURSUANT TO SECTIONS 18.200-18.203 OF THE HOWARD COUNTY CODE

TO: THE DIRECTOR OF PUBLIC WORKS OF HOWARD COUNTY:

«DEVELNAME1» (the "Petitioner"), a Maryland «Corp_part_llc», is the Developer of the subdivision shown on the subdivision plat titled "«Subdivision»" ("the "Subdivision"), said plat recorded among the Land Records of Howard County, Maryland as Plat Number(s) «PlatNos» (the "Plat"). The Subdivision is located in the «DistNo» Election District of Howard County, Maryland and, pursuant to Sections 18.200-18.203 of the Howard County Code, the Petitioner hereby petitions Howard County, Maryland (the "County") to accept, in fee simple, title to the roads, rights-of-way and associated public improvements (collectively the "Public Improvements") for which the County obtained an option to acquire for public purposes in consideration for approval of the Plat.

BEING, all of those Public Improvements located in the Subdivision and as shown on the Plat and being more particularly described as «Roadwithout», together with all appurtenances thereto belonging, to use, maintain, and/or further improve said roadways, as part of the County's system of publicly operated and maintained facilities of which the Public Improvements are a part.

PETITIONER agrees to have the Deed and Affidavit, which are prepared by the County, executed by the Owner thereby granting and conveying good and sufficient fee simple title to the Public Improvements to the County, if and when the subject Public Improvements are accepted into the County's system of publicly operated and maintained facilities.

WITNESS the Hand and Seal of the Petitioner this ____ day of _____, 20__.

«DEVELNAME1»
a Maryland «Corp_part_llc»

WITNESS/ATTEST:

«Secretary»
Corporate Secretary

BY: _____(SEAL)
«President_etc»
President

Exhibit D

**THIS OFFICIAL LETTER OF CERTIFICATION MUST ON
DEVELOPER'S LETTERHEAD**

CERTIFICATION OF PAYMENT OF CONTRACTORS

Mr. James M. Irvin, Director
Department of Public Works
George Howard Building
3430 Court House Drive
Ellicott City, Maryland 21043

Re: Developer Agreement No. _____
Subdivision: _____

Dear Mr. Irvin:

Pursuant to Developer Agreement and Right of Entry No. _____ for, the undersigned hereby certifies that the contractors and material suppliers who have performed work on these facilities have been paid in full for all work completed and materials furnished for the facilities construction and approved at the time of the final inspection.

The Final Construction Cost is: \$ _____

The following documents are attached:

1. Affidavit and Waiver of Liens for Primary Contractors and Subcontractors
Separate Release or Waivers of Liens from Subcontractors and Materialmen
2. Affidavit as to Mortgages, Mechanics' Liens, Conditional Contracts of Sale,
etc.

Signature: _____

SWORN TO before me and subscribed in my presence this ___ day of _____, 20__.

Notary Public

My commission expires: _____

Exhibit E

Affidavit and Waiver of Liens for Primary Contractors and Subcontractors

Developer Agreement No. _____

Subdivision _____

STATE OF _____, _____ COUNTY

_____ of _____ being first duly sworn, says that he is the _____ of _____ (hereinafter referred to as the "Company") and is familiar with the facts herein stated.

That said Company performed work and labor and/or furnished material for use, in the construction by _____ (the Contractor) of certain buildings, improvements, utilities and equipment pursuant to the contract identified as (contract number) _____ (Subdivision or Site) _____.

That said Company has fully paid for all of said work, labor, material, machinery and equipment furnished by it or by its subcontractors or materialmen upon said premises, or furnished therefor.

That the Contractor has fully paid the Company for all of said work, labor, material, machinery and equipment furnished by the Company upon said premises and the Company hereby waives all liens and claims against the said Company, its premises and property, and all claims against _____ and further, he represents that no other person or party has any right to a lien on account of any work performed or material furnished to said Company.

(Developer)

SWORN TO before me and subscribed in my presence this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Exhibit F

RELEASE OF THE DEVELOPER'S OBLIGATIONS AND FINANCIAL SECURITY Developer Agreement and Right of Entry

Upon acceptance of the Maintenance and Repair Security, the Final Inspection for Road Dedication sign-off sheet, the Final Inspection for Water and Sewer, and execution of the Deed or Deed and Release by the Director, the Public Improvements are accepted into the County system of publicly owned and maintained facilities. If Private Improvements are included in the Agreement, that construction must also be approved by the County with the exception that Deferred Improvements incomplete at the time of acceptance of the Public Improvements within a Subdivision may be deferred for up to six (6) months by execution of a Deferred Improvements Agreement. A check or letter of credit is required as financial security for the Deferred Improvements Agreement. DLD is responsible for inspecting and approving the Deferred Improvements Agreement.

1. Release of Performance Security occurs after official acceptance of the Public Improvements and approval of the Private Improvements, including posting of the appropriate Maintenance and Repair Security.
2. The Labor and Material Payment Security shall remain in effect for at least one year from the date of acceptance or until the Maintenance and Repair Security is released, whichever is later. The Developer may exercise the early release option in the Agreement by posting a Notice to Creditors in a newspaper of general circulation in Howard County giving all contractors or material suppliers a 90-day deadline by which to place a claim with the County against the financial security. When the appropriate deadline has been reached, and no claims have been presented to the County, the Labor and Material Payment Security shall be released.
3. Maintenance and Repair Security. CID shall coordinate the inspections required to release the 12-month Maintenance and Repair Security with the Department's Bureau of Highways. When the one-year anniversary date of acceptance has arrived or the date that all defects and deficiencies that occurred during the maintenance period are corrected, whichever is longer, the Maintenance and Repair Security (bond, check or letter of credit) shall be released. If the Labor and Material Payment Security is still in effect, that financial security shall be released also.

Exhibit G

**RELEASE OF THE DEVELOPER'S OBLIGATIONS AND FINANCIAL SECURITY
Shared Sewage Disposal Facilities Developer Agreement**

When the Shared Sewage Disposal Facilities have been operational for at least 12 consecutive months past 80% occupancy of the homes in the Subdivision served by the facility, upon acceptance of the Maintenance and Repair Security, and execution of the Final Inspection for Water and Sewer Acceptance form by the Director, the Shared Septic Disposal Facilities are accepted into the County system of publicly owned and maintained facilities.

1. Release of Performance Security. After official approval of the Public Improvements, including posting of the appropriate Maintenance and Repair Security, the Developer's Performance Security shall be released.
2. Labor and Material Payment Security shall remain in effect for at least one year from the date of acceptance or until the Maintenance and Repair Security is released, whichever is later. The Developer may exercise the early release option in the Agreement by posting a Notice to Creditors in a newspaper of general circulation in Howard County giving all contractors or material suppliers a 90-day deadline by which to place a claim with the County against the financial security. When the appropriate deadline has been reached, and no claims have been presented to the County, the Labor and Material Payment Security shall be released.
3. Maintenance and Repair Security. CID shall coordinate inspection activities with the Department's Bureau of Utilities required to release the Maintenance and Repair Security. After 12 consecutive months from the date of repair of any system failures, damage, defects and/or deficiencies (not to be confused with the anniversary date of acceptance) the Maintenance and Repair Security (bond, check or letter of credit) shall be released. If the Labor and Material Payment Security are still in effect, that financial security shall be released also.

Exhibit H