

PURPOSE OF STANDARD CONTRACT CLAUSE

The standard contract clause states that in the event that the County is forced to assume responsibility for the completion of work covered by the Public Works Agreement ("Agreement"), the contractor will perform all work included in the contract for the County at the same price proposed to the developer. If an executed standard contract clause is included with the legal package submitted to the Bureau of Development Review, then a ten percent (10%) contingency will be applied to the required bond amount.

If an executed standard contract clause is not provided, then a fifty percent (50%) contingency will be applied to the required bond amount to cover potential increases in construction costs and possible administrative costs associated with bond forfeiture.

STANDARD CONTRACT CLAUSE

The parties hereto agree that the enforcement of this Standard Contract Clause is contingent upon the final approval by the Planning and Zoning Commission and acceptance by the County Commissioners of Carroll County, a body corporate and politic of the State of Maryland, its duly authorized agents or employees, of the "project" which is known as "

_____ and as evidenced by the recordation of a Plat recorded pursuant to State law and the Code of Public Local Laws and Ordinances of Carroll County, or approval of a Site Development Plan.

The Contract dated _____, attached hereto, between owner and/or developer and contractor includes grading and/or the construction of certain improvements which form a basis of the approval of the aforesaid project by the County Commissioners of Carroll County, and is the basis for a Public Works Agreement to be entered into by the County Commissioners of Carroll County. The Contractor hereto agrees that the County Commissioners of Carroll County are the beneficiary of the terms of the Contract, as identified above, which encompass the terms of the Public Works Agreement. The Contractor agrees that the County Commissioners of Carroll County shall have the right to enforce any and all of the terms of the Contract; provided, payment is made in accordance with the Contract. The Contract may not be terminated, increased, modified, altered, assigned or assumed, except in writing signed by the County Commissioners of Carroll County, and endorsed hereon.

Contractor's Signature

Date

Contractor's Printed Name

Company's Telephone #

Company's Name & Address

Notary for individual contractor:

STATE OF _____, COUNTY OF _____, to wit:

On this _____ day of _____, 20__, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

Witness my hand and Notarial Seal.

Notary Public
My Commission expires _____

OR

Notary for corporation contractor:

STATE OF _____, COUNTY OF _____, to wit:

On this _____ day of _____, 20__, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, who acknowledged himself/herself to be the _____ of _____, and that he/she, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of himself/herself as _____.

Witness my hand and Notarial Seal.

Notary Public
My Commission expires _____

Revised: September 2008; December 22, 2015; February 3, 2016; February 25, 2016; June 17, 2016
Form originated from Bureau of Development Review
attorney\pwa\Standard Contract Clause