



Charles County Government
**DEPARTMENT OF PLANNING &
 GROWTH MANAGEMENT**

CHARLES COUNTY COMMISSIONERS

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EXHIBIT I

DEPARTMENT OF PLANNING AND GROWTH MANAGEMENT

**CERTIFICATE OF
 SUBSTANTIAL
 COMPLETION**

Distribution:

**DEVELOPER:
 ENGINEER:
 CONTRACTOR:
 INSPECTOR:
 OTHER:**

PROJECT:

**ENGINEER:
 Address:**

**DEVELOPER/OWNER:
 Address:**

**TO: Charles County
 Department of
 Planning & Growth
 Management**

**CONTRACTOR:
 Address:**

APPROVED PLANS: PGM #

DATE OF PROJECT ISSUANCE:

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The work performed under this contract has been reviewed and found to be substantially complete. The date of Substantial Completion of the project, or portion thereof designated above is hereby established as which is also the date of commencement of applicable warranties required by the approved plans, except as stated below.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION:

"The date of Substantial Completion of a project, or specified part of a project is the date accepted by the County, following submission of Certificate of Substantial Completion by the developer when the construction is sufficiently completed, in accordance with the approved plans, so that the project or specified part of the project can be utilized for the purpose of which it was intended.

Your Charles County Connection...

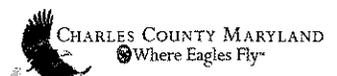
Planning • Capital Services • Codes, Permits & Inspection Services • Resource & Infrastructure Management

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A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Developer or Engineer and the County is attached. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all work in accordance with the approved plans.

The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

The Contractor will complete or correct the work on the list of items attached hereto by:

Contractor By: _____ Date _____

Owner/Developer shall complete the remaining work in accordance with Planning and Growth Management Agreement.

Owner/Developer By: _____ Date _____

The County accepts the work or designated portion thereof as substantially complete and will assume full possession thereof at _____ on _____.
(time) (date)

Charles County PGM
Owner/Developer By: Ray Shumaker, _____ Date _____
Inspections Superintendent

The responsibility of the County and the Contractor for security, maintenance heat, utilities, and damage to the work and insurance shall be as follows:

Per the Charles County Water & Sewer Ordinance, Construction Specifications & Details.

(NOTE - Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage. Contractor shall secure consent of surety company, if any).

EXHIBIT II

GUARANTEE FORM

Pursuant to, and in consideration of the benefits received by virtue of the following Project:

PROJECT NO: _____

The undersigned does hereby guarantee to the Charles County Commissioners hereafter called the County, its successors, or assigns, that the materials and workmanship in the product, or products, furnished to the County pursuant to the terms of the agreement be free from any defects for a period of one year from the date of **FINAL Completion ACCEPTANCE** unless otherwise agreed to in writing, therefore by the County. In the event any defects shall become apparent within one (1) year from date of **FINAL Completion ACCEPTANCE**, the undersigned does agree to repair the same within 30 days of the mailing of written notice.

In the event such repairs shall not be commenced within 25 days of the mailing of such notice, **OR THE WORK IS OF AN EMERGENCY NATURE** the County shall have the right to repair or have repaired the offending product(s) at the sole cost and expense of the undersigned.

Date of Final Acceptance

Signature of Contractor or
Qualified Officer of Firm

County Signature

Signature of Developer/Owner