



CERTIFICATE OF DEVELOPMENT CONFORMANCE

Per UDO Section 340-90, the submittal and acceptance of a Certificate of Development Conformance (CDC) shall be a prerequisite to the approval of a Final Plat or issuance of a Certificate of Occupancy or Certificate of Completion for any project, or portion thereof, included in a Development Permit, except for single-family and two-family structures.

Upon completion of the project as authorized for construction by the development permit, the subdivider/developer, shall file a CDC in a form as required by the Director, accompanied by an executed Development Performance and Maintenance Agreement and one method of surety. Surety amount will be calculated by the Department.

Instructions:

Please complete the applicable Certificate of Development Conformance (CDC) forms prior to submitting to the department for review. Note that several of the documents require transfer of verbiage to company letterhead.

1. Complete CDC Review Submittal Form.
2. Complete CDC Form (Attachment "A").
3. Complete Development Performance and Maintenance Agreement (Attachment "B").
4. Complete Certificate of Corporate Resolution (Attachment "C") on company letterhead.
5. Select one type of surety (Letter of Credit, Bond, or Escrow) and complete the applicable form as follows:
 - For letter of credit, complete Attachment "D".
 - For maintenance bond, complete Attachment "E" on company letterhead
 - For escrow, complete Attachment "F".
6. Complete Warranty Agreement for Required Landscaping (Attachment "G") on company letterhead, if applicable.

For questions concerning the CDC package, contact Development Review or Development Inspections staff at 678-518-6000.

Instructions for Completing the CDC Package

Certificate of Development Conformance (Attachment "A")

Property owner(s) must sign Attachment "A".

- If the owner / developer is a corporation, the agreement must be executed by 2 corporate officers and affixed with a corporate seal.
- If the owner / developer is a limited liability corporation (LLC) or limited partnership (LP), the agreement must be executed by the managing member authorized by the LLC or LP and notarized.

Complete registered professional information on page 2 of 2.

Development Performance and Maintenance Agreement (Attachment "B")

- Signature(s) must match Attachment "A".
- Date in Maintenance (Section 2) of Attachment "B" must be 18 months from the date on which the maintenance bond has been signed.
- Complete Maintenance Surety (Section 3) of Attachment "B" for Public Streets only.

Certificate of Corporate Resolution (Attachment "C")

Attachment "C" (sample) must be prepared on company letterhead.

- Corporations require signature and seal by the corporate secretary and must be notarized.
- Limited Liability Corporation (LLC) or Limited Partnership (LP) requires a notarized affidavit on a company letterhead authorizing the signee to execute agreement on behalf of the company.
- Affidavit may submitted be in the form of the company's by-law meeting minutes, or official record directing the authorized agent to execute agreements with Gwinnett County.

Instructions for Completing the CDC Package (cont.)

Letter of Credit (Attachment “D”)

- Letter Of Credit (LOC) must be prepared on bank letterhead using sample on Attachment “D”.
- LOC must include:

Bank branch	Name of principal
Bank address	Date of CDC agreement
Bank phone number	Date of expiration
Bank contact person	Project name and scope of work
- Date of execution for the Development Performance and Maintenance Agreement (Attachment “B”) must be stated on the Letter of Credit.

Surety Bond (Attachment “E”)

- Surety bond must be prepared on insurance company letterhead using the sample on Attachment “E”.
- Bond must include:

Name of surety institution	Date of CDC agreement
Surety address	Date of Expiration
Surety phone number	Project name and scope of work

Surety Escrow Agreement (Attachment “F”)

- Cash surety option requires an executed Escrow Agreement with the owner/developer that signs Attachment “B” (Development Performance and Maintenance Agreement).
- Submit a cashier’s check (payable to Gwinnett County BOC) in the required surety amount.

Warranty Agreement for Required Landscaping (Attachment “G”)

- Warranty must be prepared on company letterhead consistent with the sample on Attachment “G”, completed by the property owner, business owner or landscape contractor, and notarized.

CERTIFICATE OF DEVELOPMENT CONFORMANCE (CDC) REVIEW SUBMITTAL FORM

This form **MUST** be completed and submitted with the CDC Package
PLEASE PRINT

Project Name _____

CDP/ MDP/ FPL Number _____

Submitted By _____ Email _____

Bond or LOC # _____

Bond Issue Date _____

Landscape Warranty Letter: Yes No

Owner Name _____

Owner Address _____

Owner Phone Number _____ Owner Email _____

Surety Company _____

Surety Contact Name _____

Surety Address _____

Surety Phone Number _____ Surety Email _____

Developer Name _____

Developer Contact _____

Developer Address _____

Developer Phone Number _____ Developer Email _____

CERTIFICATE OF DEVELOPMENT CONFORMANCE (CDC)

(ATTACHMENT "A")

TO: GWINNETT COUNTY DEPARTMENT OF PLANNING AND DEVELOPMENT

DEVELOPMENT NAME: _____

CDP/ MDP/ FPL NUMBER: _____

PARCEL ID NUMBER: _____ **STREET ADDRESS:** _____

A final inspection is requested of the aforementioned development and approval of Development Conformance.

THIS CERTIFIES that all site work or construction authorized under the Development Permit first noted above, including:

- a. Clearing, grubbing, grading and installation of soil erosion and stormwater management facilities as required under said permit;
- b. The location of structures, access, parking, or loading areas or other private improvements as approved under said permit;
- c. The installation and planting of required landscaping, trees or other plant material to satisfy tree protection/replacement or buffer or other landscape regulations as required under said permit;
- d. All facilities, including stormwater infrastructure; sanitary sewer lines and appurtenances (if applicable), road widening, new roads, water lines, etc. intended for maintenance operation by or dedication to Gwinnett County;
- e. Submitted and attached hereto is the recorded drawings, prepared by an Authorized Registered Professional, which include all stormwater management facilities and approved modifications to the 100-year floodplain (if any) and the "as-built" of the stormwater management facilities and infrastructures.
- f. Submitted and attached hereto is the "as-built" water and sewer lines and all appurtenances prepared, signed, sealed and dated by an Authorized Registered Professional.

is in compliance with all plans, specifications, and other conditions approved under the Development Permit and all applicable standards, regulations, codes and ordinances adopted by Gwinnett County as may have been amended by Waiver, Variance, or other relief provided through formal appeal procedures for the subject property, with the sole exception of those improvements so described in the attached DEVELOPMENT PERFORMANCE AND MAINTENANCE AGREEMENT.

OWNER / CORPORATE REPRESENTATIVE:

Date: _____

Company Name: _____

Signature (Notary Public or Corporate Secretary)

Signature: _____

(Corporate Seal)

Name & Title: _____

Address: _____

Phone: _____

Email: _____

The record drawings were prepared by:

AUTHORIZED REGISTERED PROFESSIONAL: _____
Print Name

CHECK ONE: Land Surveyor Professional Engineer Landscape Architect

REGISTRATION NUMBER: _____ EXPIRATION DATE: _____

FINAL INSPECTION HAS BEEN COMPLETED
AND APPROVAL IS RECOMMENDED BY:

APPROVED BY GWINNETT COUNTY
PLANNING & DEVELOPMENT DEPARTMENT:

Signature (Chief Development Inspector)

Signature (Department or Division Director)

Date Signed

Date Signed

NOTE: After approval, alteration of the site, the structures therein or the public utilities thereunder by the owner listed herein not in accordance with the Development Permit first noted herein or a subsequently approved Development Permit, shall without further provision immediately nullify this approval and cause this document to be NULL AND VOID.

DEVELOPMENT PERFORMANCE AND MAINTENANCE AGREEMENT

(ATTACHMENT "B")

TO: GWINNETT COUNTY DEPARTMENT OF PLANNING AND DEVELOPMENT

DEVELOPMENT NAME: _____

CDP/ MDP/ FPL NUMBER: _____

PARCEL ID NUMBER: _____ **STREET ADDRESS:** _____

A final inspection of this development has been completed and the Certificate of Development Conformance has been approved and accepted by the Director of the Department of Planning and Development. This is to provide assurance that the below-signed property owner, or its administrators, executors, successors, heirs, or assigns of this development agrees to the following as a condition precedent to the approval of any applicable Final Subdivision Plat or the issuance of any Certificate of Occupancy for the development.

1. **PERFORMANCE AND PERFORMANCE SURETY:**

- All required performance elements have been met and no performance bond is required.
- All required performance elements have not been met and a performance bond is required. A detailed listing of these performance issues is attached hereto as Exhibit "A," along with the projected completion dates and a copy of the required performance surety.

2. **MAINTENANCE**

The owner hereby warrants to the County that all newly completed street improvements, water and sewer lines, appurtenances, stormwater infrastructure, sidewalks, stormwater management facilities, wall, berms and required landscaping within the development shall be maintained in compliance with the minimum standard requirements of the County in force as of the date of this agreement, provided that this warranty shall apply only in such instances of non-compliance with such standard requirements as to which the County shall have given written notice to the property owner, or its administrators, executors, successors, heirs, or assigns on or before the date of _____, 20_____, said date being **18** calendar months from the date of development approval for all improvements listed herein.

3. **MAINTENANCE SURETY**

a. **STREET IMPROVEMENTS AND STORMWATER MANAGEMENT FACILITIES:**

The owner agrees to furnish the County a letter of credit, or other good and sufficient surety acceptable to the County in the sum of \$ _____, representing fifty (50%) percent of the estimated cost of street improvements and stormwater management facilities, in guarantee of the faithful maintenance required under Section 2, MAINTENANCE, above.

b. **LANDSCAPING (for subject facility with landscaping improvements already completed):**

The owner agrees to furnish the County a Warranty Letter; in guarantee of the faithful maintenance required under Section 2, MAINTENANCE, above.

4. **INDEMNIFICATION**

The owner hereby agrees to indemnify the County and its agents and employees and hold the County and its agents and employees harmless from any and all damages which the County may suffer and from any and all liability, claims, including interest thereon, demands, attorney's fees and costs of defense, or judgments against it, arising from errors or omissions in the design or construction of the development or from the effects of storm water flows onto, from, or across any and all lands as a result of the development, and owner expressly agrees to defend against any claims brought or actions filed against the County where such claim or action involves in whole or in part, the subject of the indemnity contained herein whether such claims or actions are rightfully or wrongfully brought or filed. This indemnification shall commence upon the date of this agreement and shall continue in full force and effect for a period of 10 years thereafter.

5. **SEVERABILITY**

If any section, subsection, sentence, clause, or phrase of this agreement shall be declared or otherwise adjudged unconstitutional or void, the validity of the remaining portions of this agreement shall not be affected thereby, it being the intent of Gwinnett County in adopting this agreement that no portion or provision of this agreement shall become inoperative or fail by reason of the unconstitutionality or invalidity of any section, subsection, sentence, clause, phrase, or provision of this agreement.

6. **ASSIGNMENT OF LIABILITY**

The owner hereby agrees that any assignment or transfer of the provisions of Section 4, INDEMNIFICATION, above, in whole or in part, to any successor in title or other person, shall be approved by the Gwinnett County Board of Commissioners and recorded with the Clerk of the Superior Court of Gwinnett County. A copy of said legal instrument, as recorded, shall be filed with the Department of Planning and Development.

OWNER / CORPORATE REPRESENTATIVE:

Date _____ 20____

Name of Firm: _____

Signature (Notary Public or Corporate Secretary)

Signature: _____

Name & Title: _____

Address: _____

(Corporate Seal)

Phone: _____

Email: _____

(SAMPLE FORM - PREPARE ON COMPANY LETTERHEAD)

CERTIFICATE OF CORPORATE RESOLUTION

(ATTACHMENT "C")

I, _____, hereby certify the following:

That I am the duly elected and authorized Secretary of _____
(hereinafter referred to as the "corporation"), a corporation organized and incorporated to do
business under the laws of the State of _____;

That said corporation has, through lawful resolution of the Board of Directors of the corporation,
duly authorized and directed _____, in his or her official
capacity as _____ of the corporation,
to enter into and execute the attached document(s) referenced in the Certificate of Development
Conformance Package prepared by Gwinnett County, a political subdivision of the State of
Georgia.

That the foregoing resolution of the Board of Directors has not been rescinded, modified,
amended or otherwise changed in any way since the adoption thereof, and is in full force and
effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal, this being the
_____ day of _____, 20_____.

Signature (Corporate Secretary) **(Corporate Seal)**

Signature (Notary Public) **(Notary Seal)**

(SAMPLE FORM - PREPARE ON BANK LETTERHEAD)

SURETY AGREEMENT FOR MAINTENANCE LETTER OF CREDIT

(ATTACHMENT "D")

DATE: _____

SUBJECT: SURETY AGREEMENT FOR MAINTENANCE (LETTER OF CREDIT)

PROJECT NAME: _____

WORK COVERED: _____

To Whom It May Concern:

This is to advise that _____, as Surety, is holding at the request of _____, as Principal, the amount of \$ _____, lawful money of the United States of America, as an assignment that the subject facility will be maintained in accordance with Gwinnett County regulations and further that this money will not be released until such time that we are notified in writing by the Gwinnett County Department of Planning and Development that the work has been properly and satisfactorily completed in accordance with the Development Performance and Maintenance Agreement for the project executed by the Principal on _____.

This is also to advise that if the Principal should fail to perform within **18** months, as stipulated in the said agreement, this party as Surety shall be liable in payment to Gwinnett County the amount of the cost of the needed repairs providing, however, the cost is not to exceed the amount held as an assignment.

Sincerely,

Signature: _____

Name (Print): _____

Title: _____

(SAMPLE FORM - PREPARE ON COMPANY LETTERHEAD)

SURETY AGREEMENT FOR MAINTENANCE BOND

(ATTACHMENT "E")

KNOW ALL MEN BY THESE PRESENTS: That we _____ of _____ County, State of _____ as Principal and _____ as Surety, are held and bound unto Gwinnett County, Georgia in the sum of \$ _____, lawful money of the United States of America, for the payment whereof well and truly to be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that

WHEREAS, said final plat is to be approved by the Director of the Department of Planning and Development subject to ratification by the Gwinnett County Board of Commissioners, under the terms that a bond is required of said Principal and good and sufficient surety payable to Gwinnett County and conditioned that the Principal shall well and truly maintain all streets, right-of-ways, and stormwater management facilities shown on said Final Plat in accordance with standard requirements of Gwinnett County in force as of the date of said approval; and

WHEREAS, the Principal has entered into a Development Performance and Maintenance Agreement with Gwinnett County, dated _____, 20_____, in which the Principal agrees and warrants, that as a condition precedent to approval of the plat subdividing certain property of the Principal entitled _____, all streets shown on said plat and all stormwater management facilities shall be maintained in accordance with the standards aforesaid for a period of 18 months; and

WHEREAS, this agreement shall be governed by the laws of the State of Georgia.

NOW THEREFORE, if the Principal shall well and truly perform the terms and conditions of said contract, then this obligation shall be void, otherwise, to remain in full force and effect. Upon failure of the Principal in the performance of the terms and conditions of said contract, then the Surety shall be liable in payment to Gwinnett County of a sum not to exceed \$ _____, for the cost of completing the terms and conditions set forth under the contract entered by the Principal with Gwinnett County.

SIGNED, SEALED & DELIVERED THIS _____ day of _____, 20_____, in the presence of:

ATTEST:

Signature (Notary Public or Corporate Secretary)

(Corporate Seal)

PRINCIPAL: _____

Signature: _____

Name & Title: _____

Address: _____

Phone: _____

Email: _____

ATTEST:

Signature (Notary Public or Corporate Secretary)

SURETY: _____

Signature: _____
(President or Attorney-In-Fact)

Name & Title: _____

Address: _____

Phone: _____

Email: _____

SURETY ESCROW AGREEMENT FOR MAINTENANCE

(ATTACHMENT "F")

TO: GWINNETT COUNTY DEPARTMENT OF PLANNING AND DEVELOPMENT

DEVELOPMENT NAME: _____

CDP/ MDP/ FPL NUMBER: _____

PARCEL ID NUMBER: _____ **STREET ADDRESS:** _____

This agreement entered into between Gwinnett County, a political subdivision of the State of Georgia, as party of the first part (hereinafter referred to as "County"); and _____, the undersigned Principal as party of the second part; and the Finance Director of Gwinnett County (hereinafter referred to as "Escrow Agent").

WHEREAS, a final inspection of this development has been completed and the Certificate of Development Conformance has been approved and accepted by the Director of the Department of Planning and Development;

WHEREAS, the Department of Planning and Development has deemed it will require the sum of _____, representing fifty (50%) percent of the estimate cost of the street improvements and stormwater management facilities, in guarantee of the faithful maintenance of the aforementioned improvements for a period of **18** calendar months as referenced under Section 2, MAINTENANCE, and Section 3, MAINTENANCE SURETY, of the Development Performance and Maintenance Agreement executed by the Principal for the aforementioned project;

WHEREAS, this agreement shall be governed by the laws of the State of Georgia.

NOW AND THEREFORE, the Principal has agreed to, upon the execution of this agreement, deposit in cash with the Escrow Agent the sum of _____ to be held in escrow by said Escrow Agent under the following terms and conditions:

- A. The Escrow Agent, upon receipt of said funds, shall deposit said funds in a special escrow account along with other escrow funds received from other developers or principals.
- B. The Principal hereby warrants to the County that all street and stormwater management facility improvements shall be maintained within the time specified herein. In the event of noncompliance, the County shall notify the Principal in writing that the Principal is declared in default and that the escrow funds shall be deemed forfeited.
- C. In the event the Principal is declared in default, the County, at its discretion, may employ as agent for the Principal, a sub-contractor or sub-contractors necessary to maintain said improvements within the provisions of the County ordinances and regulations pertaining to this development. The County, in this case, shall enter upon any bill received by and pay such contractor for work performed and authorized for payment. The Escrow Agent shall disburse funds from the escrow account to pay said bills directly to the sub-contractor or sub-contractors employed by the County as agent for the Principal referenced herein. In order to pay said bills so submitted, the Escrow Agent shall not be required to receive any authorization whatsoever, either oral or written, from the Principal, and said Escrow Agent shall in no way be personally liable or liable as agent of the County for making said

disbursements, provided; however, authorization for such disbursements has been given by the County or its duly authorized agents. In the event the Principal, at his expense, corrects the discrepancies within the time provided herein, and upon the request of the Principal, the County shall inspect and approve the release of escrow funds, or portions thereof, and direct the Escrow Agent to pay the Principal such sums as would represent the discrepancies corrected. The Escrow Agent, however, shall retain at all times sufficient funds to correct the remaining discrepancies until at the end of said time period, and all discrepancies have been corrected. Once the Escrow Agent has disbursed all of the escrow funds, then this agreement shall terminate and all liability and obligations hereunder shall immediately terminate.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 20____
in the presence of:

ATTEST:

Signature (Notary Public or Corporate Secretary)

(Corporate Seal)

PRINCIPAL: _____

Signature: _____

Name & Title: _____

Address: _____

Phone: _____

Email: _____

GWINNETT COUNTY:

Director (Department of Planning & Development) Date

Director (Department of Finance) Date

SPECIAL INSTRUCTIONS FOR MAILING, ETC: _____

(SAMPLE FORM - PREPARE ON COMPANY LETTERHEAD)

WARRANTY AGREEMENT FOR REQUIRED LANDSCAPING

(ATTACHMENT "G")

DATE: _____

TO: Gwinnett County Department of Planning & Development
One Justice Square
446 West Crogan Street, Suite 150
Lawrenceville, Georgia 30046-6900

Subject: _____

Development Permit No. _____

Site Address: _____

To Whom It May Concern:

This letter is to guarantee the required landscape material that has been planted at the above named project for a period of 12 months.

I understand that the Department of Planning and Development, Development Inspections Section, will perform an inspection of the plantings and landscape material at the end of the 12-month period. The owner will be notified of any replacements or restoration that must be made to maintain compliance with the Unified Development Ordinance.

I understand that I am required to replace any landscape material that is found to be dead or near death at the end of this 12-month warranty period. Replacement must be planted within 30 days from notification or a performance bond must be posted for a period of 90 days to allow replacement of the landscape material.

Date: _____, 20____

Signature (Notary Public)

OWNER OR LANDSCAPE CONTRACTOR

Name of Firm: _____

Signature: _____

Name: _____

Address: _____

Phone: _____

Email: _____