



UTILITY INSTALLATION AGREEMENT

This Utility Installation Agreement ("Agreement"), is entered into this _____ day of _____, 20____, by and between the Mayor and City Council of Ocean City, Maryland (the "Town"), and _____ ("Utility Owner").

Recitals

WHEREAS, the Code of the Town of Ocean City, Chapter 94 – Utilities, Article IV. – Utility Installation, Sec. 94-82. – Application and Agreement states that, "Any person or company proposing to install utility lines, Utility Installations or Communications Equipment, within a public street, other public rights-of-way, public easement or on any public property or structure must first apply for a permit and enter into a Utility Installation Agreement ("Agreement") on forms developed by the Department of Public Works. Any person or company proposing such an installation shall be either an electric company, gas company, or telephone company as defined in the Annotated Code of Maryland, Public Utilities Article §1-101 and authorized by the Maryland Public Service Commission to operate in the State of Maryland, the owner of a cable television franchise granted by the Mayor and City Council of Ocean City, or an entity that is authorized to do business in the State of Maryland and authorized by the Mayor and City Council of Ocean City to install Communications Equipment within the Town's rights-of-way or easements. Only utility companies that are Facility Owner-Members of Miss Utility of Delmarva will be approved to install underground equipment."

WHEREAS, Utility Owner desires to install _____ in the public street, public right-of-way or public easement of the Town, and desires to enter into this Utility Installation Agreement; and

WHEREAS, the Town has accepted Utility Owner's application to install _____, and desires to enter into this Utility Installation Agreement.

Agreement

NOW, THEREFORE, in consideration of their mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Utility Owner hereby agrees as follows:

A. To comply with all requirements of the Code of the Town of Ocean City, Chapter 94 – Utilities, Article IV. – Utility Installation

B. To comply with the following TECHNICAL REQUIREMENTS:

Per Town Code Sec. 94-84– "The Department of Public Works shall provide details for technical and construction requirements, with which each Utility Owner and its contractor must

be in compliance. Additionally, Communications Equipment for the provision of personal wireless service shall comply with the “Distributed Antenna System (“DAS”) and Small Wireless Facility Requirements” approved by the Mayor and City Council of Ocean City on February 7, 2022 and as amended from time to time.”

1. Existing Conditions: Utility Owner will make a good faith effort to include all existing conditions on the plans as described in this paragraph. Existing conditions shall include:
 - a. Public and Private utilities (provide diameter and invert of utilities if readily available);
 - b. Rights-of-Way, easements, and property line information;
 - c. Existing surface features (trees, sidewalks, curbs, catch basins, manholes, signs, driveways, utility poles, etc.); and
 - d. Drawings will include source references for how utilities and property information were located on the Plans.
2. Proposed Plans: Proposed plans shall include:
 - a. Installation Method and plan view drawings;
 - b. Standard Title block information (Name of company preparing plans, Project Name, Project Location, Date, Scale, Sheet #, Contact Information, North Arrow, Legend, and Revision Block);
 - c. Location and size of proposed junction boxes, manholes, and hand holes;
 - d. Plans will be provided for review as an electronic PDF file;
 - e. Plans will be scaled drawings (1" = 20' is preferred although other scales may be utilized);
 - f. 8.5"x11", 11"x17", 12"x18", 24"x36", or other standard size plan sheets may be used at the discretion of the Utility Owner, depending on the size of the project;
 - g. Vicinity Map;
 - h. Documentation of the installations ability to support multiple utilities or carriers when applicable;
 - i. Full network or utility plan for the Town of Ocean City upon written request of the Town;
 - j. Aerial Imagery may be used for Vicinity Maps and plan view construction drawings;
 - k. Proposed installations that are intended to replace existing utilities must clearly show and note existing utilities to be abandoned;
 - l. At the Town's discretion, a Grading Plan may be required where long stretches of pavement will be repaired; and
 - m. At the Town's discretion, profile views may be required.
3. Trench and Pavement Repair: Plans shall include extent of proposed pavement repairs and pavement repairs will be in accordance with Town Construction Standards, specifically S-1.02 and S-1.17.
4. Alignment: Utility lines shall be installed parallel or perpendicular to the

centerline of the roadway unless approved otherwise.

5. Drilling Information: Plans shall show bore length, bending radius, entry pit location, exit pit location, material type, dimensions, depths of cover, and clearances.
6. Horizontal Clearance:
 - a. 24" Minimum
 - b. 36" Minimum from utility poles and fire hydrants
7. Vertical Clearance:
 - a. No stacking is permitted on top of existing utilities when utilities are running parallel.
 - b. At perpendicular crossings, utilities are preferred to intersect a minimum of 12" below existing utilities.
 - c. If utilities intersect above existing utilities, a minimum 12" clearance is required.
8. Geotechnical Exploration: At the discretion of the Town and Utility Owner, geotechnical explorations may be deemed necessary. If the coring method is utilized for geotechnical investigation, the Plans must include the location(s) and core diameter.
9. Sediment & Erosion Control: In accordance with state and local regulations, the Worcester Soil Conservation District ("WSCD") requires an approved Sediment & Erosion Control (SEC) Plan for projects with a Limit of Disturbance of 5,000 Square Feet or greater.
10. Traffic Control Plans ("TCP"): TCP may be required for work on Town owned roads at the discretion of Town staff. If a road closure is proposed, the Utility Owner must provide a supplemental TCP plan illustrating the proposed closure. Aerial images may be used for the TCP. If work is to take place within state owned rights-of-way or easements, the Utility Owner must coordinate TCP approval with State Highway Administration ("SHA"). If SHA TCP is required, Utility Owner must provide a copy of the approved plan.
11. Record Drawings: The Town will provide the Utility Owner with the most up to date record drawings available. The Utility Owner and its contractor ("Contractor") are responsible for field verifying the location of all information shown on the record drawings. The Town is not responsible for any losses incurred as a result of inaccuracies of the record drawings. The record drawings may not be shared with other agencies and the record drawings may only be utilized for purposes of this Agreement unless otherwise approved by the Town. The record drawings can be found at:
<https://oceancitymd.gov/oc/departments/public-works/utility-installation-agreement/>
12. The following Town Departments/Divisions may be contacted for specific utility questions:
 - a. Water: (410) 520-5148
 - b. Wastewater: (410) 524-6762
 - c. Stormwater: (410) 524-4882
 - d. Engineering: (410) 289-8790

13. Routine Maintenance: At the discretion of Town staff, a project may be classified as routine maintenance if:

- a. Utility is existing;
- b. No boring, excavation, or open cutting is required; and
- c. Disturbance is 100 Sq. Ft. or less.

If the project is considered to be routine maintenance this Agreement is not required to be submitted (signed Agreement, Plans, Schedule, Red Line As-Built Drawings, Fee). The routine maintenance work will still be subject to coverage under the Utility Owner's bond and certificate of insurance.

C. To comply with the following CONSTRUCTION REQUIREMENTS:

1. Pre-Construction Meeting: The Utility Owner shall contact the Department of Public Works to hold a Pre-Construction Meeting prior to the commencement of construction activity, to include attendance by their Contractor. The Public Works Deputy Director or his designee may waive the requirement for the meeting.
2. Ground Penetrating Radar (GPR): GPR is an acceptable method to supplement Miss Utility locates to field verify existing utilities. GPR will not be acceptable to replace Miss Utility locates.
3. Miss Utility & Maryland State Law: The Utility Owner and Contractor are responsible for complying with the Maryland Underground Facilities Damage Prevention Law, also known as the "Miss Utility Law": <http://www.missutility.net/maryland/mdstatelaw.asp>.
4. Construction Staging Permit: Utility Owners or contractors in their employ (gas, electric, phone, CATV) do not require a permit provided the work in question is related to the installation, maintenance, or repair of the public utility itself in accordance with the appropriate franchise agreement and not for improvements or new service to a specific customer.
5. Boardwalk Vehicle Access: Utility Owners or Contractors are required to complete an in-person permit application through the Town Engineering Department (City Hall, 301 Baltimore Avenue, Room 118) and sign out a key to access the Boardwalk.
6. Maryland Occupational Safety & Health ("MOSH") Safety Requirements: The Utility Owner and Contractor is responsible for being knowledgeable of and complying with all applicable MOSH requirements: <https://www.dllr.state.md.us/labor/mosh/>
7. MdMUTCD Traffic Control: The Utility Owner shall be responsible for complying with appropriate MUTCD standards at all times while performing work: <http://www.roads.maryland.gov/index.aspx?PageId=835>
8. Sediment & Erosion Control ("SEC"): The Utility Owner and Contractor are responsible for adhering to appropriate local guidelines established by the Worcester Soil Conservation District. No discharges should ever occur to the Town storm drain system. <http://www.co.worcester.md.us/departments/env/natural/erosion>
9. Field Modifications: Contractor shall complete the installation as shown on the plans

approved by the Town. Any field modifications will be shown on the Red Line As-Built Drawings and shall require Town approval.

10. Planned Response: The Contractor shall have a pre-planned response in the event of a utility strike, including notification of the Utility Owner and ensuring safety of workers and the public.
11. Sewer Release: The Utility Owner and Contractor shall immediately report to the Town's Wastewater Division any damage to existing sewer lines or any release of sewer (see Technical Requirements #12 for contact information).
12. Minimum Cover: Minimum cover shall be in accordance with the technical recommendations of the Utility Owner. However, minimum cover shall not be less than 24".
13. Hole Repair: All holes 12" in diameter or less must be immediately backfilled with CR6 Crusher Run and 6" of Perma-Patch, Hot Mix Asphalt, or approved equal.
14. Trench & Pavement Repair: Shall be performed in accordance with approved project plans and Town of Ocean City Construction Standards, specifically S-1.02 and S-1.17.
15. Sidewalks: Where the installation is located at the edge of a sidewalk, care shall be taken so that the sidewalk is not undermined. Backfilling under a sidewalk is not acceptable. If voids are created under the curb, gutter and/or sidewalk due to utility installation, the curb, gutter and/or sidewalk will be removed and replaced by the Utility Owner.
16. Removal of Construction Debris: The Contractor shall immediately remove any construction debris resulting from work associated with the utility installation and dispose of the debris at the Contractor's expense.
17. Horizontal Directional Drilling (HDD):
 - a. Perpendicular Crossings: All existing utilities shall be fully exposed to confirm that the minimum vertical clearance is achieved if proposed utility is within 24" of depth of existing utility.
 - b. Parallel Utilities: Parallel utilities shall be exposed every three hundred (300) feet if within five (5) feet of the proposed alignment, and every fifty (50) feet if within three (3) feet of the proposed alignment.
 - c. Test Pitting Existing Utilities: Existing utilities will be exposed using the "Soft Dig" vacuum method or by hand digging.
 - d. Terminations: The ends of each section of pipe/conduit are to be buried within two (2) weeks of installation. If pipe/conduit ends are exposed, the ends must be properly secured to prevent hazards to pedestrians.
 - e. Calibration: Contractor shall calibrate the tracking and locating equipment at the beginning of each day, unless approved otherwise due to continuous drilling operations.
 - f. Tracking: The horizontal directional drilling contractor shall monitor and record the alignment and depth readings provided by the tracking system every 25 to 30 feet for normal conditions, and every 5 to 10 feet where precise alignment

control is necessary. Contractor shall at all times, and for the entire length of the installation, be able to demonstrate the horizontal and vertical position of the alignment.

- g. Drilling Fluid: Contractor shall dispose of all drilling fluid at an authorized waste site. At no time shall drilling fluid enter the Town storm drain system.
- 18. Field Inspections: Utility Owner and Contractor shall accommodate inspections by Town officials at all times. Prior to start of backfilling operations under paved surfaces, the Contractor shall notify the Department of Public Works to schedule and complete an inspection. 48 hours' notice is requested for inspections. Public Works may waive the requirement for an inspection.
- 19. Painting & Striping: Utility Owner and Contractor shall restore any damage or removal of existing painting or striping, including:
 - a. Concrete curb painting (ex. blue – handicap parking, red – no parking, yellow –restricted parking);
 - b. Pavement markings (ex. parking stripes, shoulder markings, centerlines, crosswalks);
 - c. Thermoplastic markings (ex. Bike Route “Sharrows”, thermoplastic crosswalks).
- 20. In-Kind Surface Restoration: Utility Owner and Contractor will repair In-Kind any damage to existing grass, trees, landscaping, fencing, etc.
- 21. Stop Work Order: The Town reserves the right to stop work at any time.
- 22. Red Line As-Built Drawings: Upon completion of construction, Utility Owner will provide as-built drawings scanned into a PDF file. As-built drawings will show any deviation from approved plans. As-built drawings will indicate horizontal locations and depths of existing utilities exposed as a result of the project work. As-built drawings do not require a Professional Engineer (PE) or a Professional Land Surveyor (PLS) to sign and stamp plans.

D. To comply with the following APPROVAL REQUIREMENTS:

- 1. Utility Owner shall complete the following and provide to the Town by uploading the files onto the Utility Installation Agreement link on the Town website located:
<http://oceancitymd.gov/ua>
 - a. This Agreement: After reading and understanding requirements of this Agreement, Utility Owner will scan and upload this Agreement plus the Project Summary Form and/or any required permit applications. The documents must be signed. Utility Owner shall also provide the Contractor and any Subcontractors with the complete Agreement and Approved Project Plans.
 - b. Plans: Provide Approved Project Plans.
 - c. Project Schedule: Provide Project Schedule (if duration is greater than 2 weeks).
 - d. Bond: Provide an annual performance & maintenance bond as required by Code.
 - e. Certificate of Liability Insurance: Provide an annual Certificate of Liability

Insurance with coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate.

- f. As-Built Drawings: Following completion of construction, the Utility Owner will provide redline as-built drawings.
 - g. Fee: Provide a check payable to the Town of Ocean City.
- 2. The Utility Owner is authorized to start work upon receiving approval from the City Engineer and completing a pre-construction meeting with the Department of Public Works.
 - 3. Final Completion of the Agreement is the date noted by the Department of Public Works on the Project Summary Form. Utility Owners must complete the utility installation within one hundred and twenty (120) calendar days of approval by the City Engineer. If final completion is not received within one hundred and twenty (120) calendar days, additional Utility Owner utility installation applications may be rejected.

E. Miscellaneous Provisions:

The terms and conditions of this Agreement are agreeable to Utility Owner and their successors, and assigns. This Agreement is valid for one hundred and twenty (120) calendar days after the date of engineering approval.

The waiver by either party of, or the failure of either party to take action with respect to any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or subsequent breach of the same or any other term, covenant, or condition therein contained. Any waiver of any breach or term, covenant or condition of this Agreement may be done only in writing and must be signed by the party giving such waiver.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Maryland and to the internal provisions thereof addressing conflicts of law.

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, unless the consummation of the transactions contemplated by this Agreement is adversely affected thereby.

No questions of interpretation concerning this Agreement shall be construed for or against any party based on the consideration of authorship.

IN WITNESS WHEREOF, we hereunto execute this Agreement, consisting of 8 pages, the day and year first above written.

WITNESS:

UTILITY OWNER

BY: _____

PRINT NAME

BY: _____

SIGNATURE