



Town of Ocean City, Maryland
Utility Installation Agreement (UA)
Requirements

GENERAL REQUIREMENTS

1. Applicant and Authorized Representative: The Utility Owner will designate an Authorized Representative to complete the Utility Installation Agreement (UA) and act as the point of contact for the project. The Authorized Representative may be an employee working for the Utility Owner, a General Contractor that is hired by the Utility Owner, or a professional consultant to the Utility Owner. The Authorized Representative may not be a Subcontractor to the General Contractor.
2. Responsible Party: The Utility Owner is responsible for all actions performed by the Authorized Representative on behalf of the Utility Owner.
3. Purpose: The UA is required for the installation of all privately owned utilities within Town of Ocean City Right-of-Ways and Public Easements. The UA provides guidelines to ensure public safety and protection of existing underground utilities.
4. Utility Owner: The Utility Owner will comply with the terms and conditions of the UA for installation of utilities, which include but are not limited to underground pipe, conduit, and wire. Methods involved with installation include but are not limited to Horizontal Directional Drilling, Open Cut, and Coring. The Utility Owner is responsible for Contractors and Sub-Contractors hired to perform work associated with this Agreement.
5. Ocean City Standards: All work must comply with Town of Ocean City regulations and policies.
6. Start of Work: The Utility Owner is not permitted to start work until the UA is approved by the Town. A copy of the fully executed UA and approved plans must be kept on site at all times during construction. Utility Owners are requested to provide 48 hours notice to Public Works Construction prior to mobilizing onto the project site.
7. Timing of Work: Work will be started and completed during the "off-season", between October 1st and April 30th, or as approved otherwise. Site work will not be completed on Town Holidays or on any Friday. Emergency work will be performed as necessary outside of normal working times and will be coordinated through the Public Works Department.
8. Work Hours: Standard works hours will be between the hours of 6:30 AM and 4:30 PM, Monday through Thursday. For information on the Town's Noise Policy, see Town Code Section 30, Division 4, "Mechanical and Construction Noise" at:
https://library.municode.com/md/ocean_city/codes/code_of_ordinances?nodetid=PTIICOOR_C H30EN_ARTVNO_DIV4MECONO
9. Project Schedule: Utility Owner will provide a Project Schedule including planned Start Date, Project Duration, Milestones, and planned Completion Date.
10. Miss Utility: Per Maryland state law, the Contractor performing the work is responsible for contacting Miss Utility to locate existing utilities prior to excavation activities. The Utility Owner will read and be familiar with the "Miss Utility Maryland & Washington, D.C. Damage Prevention Guide".
11. Damage to Town Infrastructure: Utility Owner is responsible for all costs associated with damage to Town infrastructure as a result of the Utility Owner's actions. Costs include but are not limited to Town staff involved in repairs and/or restoration and contractors hired by the Town to complete repairs and/or restoration work.



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12. Relocation of Utilities: Utility Owner will bear the expense of removing or adjusting their abandoned facilities or the proposed installation should it be required by the Town of Ocean City at any time in the future.
13. Private Property: The Utility Owner is not permitted to disturb private property as a result of this UA. Any utilities proposed to be installed on private property will be coordinated separately with private property owners.
14. Benchmarks and Survey Markers: Any Benchmarks or Survey Markers disturbed as a result of this UA will be replaced In-Kind by the Utility Owner. This survey work will be performed by a Professional Land Surveyor licensed in the state of Maryland.
15. Indemnification: Utility Owner agrees to indemnify, defend, and hold harmless, the Town of Ocean City and its officers, employees, and agents from any and all liability, loss, cost, damage, and expense, including reasonable attorney's fees and court costs, resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage arising out of or resulting from the operations concerning the installation of utilities, or actions in connection therewith, under this UA, whether such operations be by the Utility Owner or by any Sub-Contractor, agent, etc. performing work for the Utility Owner under this UA. The Utility Owner will be responsible to the Town of Ocean City for its acts and omissions and those of its subcontractors, agents, employees and other persons performing any services under this UA.
16. Performance & Maintenance Bond: The Utility Owner will provide a Performance & Maintenance Bond of \$100,000. The bond will be to guarantee proper restoration and replacement of Right-of-Ways and Easements in accordance with this UA and Town Code. The bond will also cover any damages occurring within 2 years following completion of construction that are a result of actions of the Utility Owner. The bond will be provided in standard AIA format. The amount of the bond may be adjusted by Public Works.
17. Certificate of Liability Insurance: Utility Owner shall submit a Certificate of Liability Insurance in the amount of \$1,000,000 naming the Town of Ocean City, the Ocean City Mayor and City Council as a Certificate Holder and also as an Additional Insured on a primary and non-contributing basis.
18. Emergency Situations: In the event of an emergency situation, Utility Owner will take appropriate action to protect the public and will advise Public Works Construction of the emergency. Utility Owner will still be required to submit the UA within 2 business days of the emergency.
19. Validity: The UA is valid for six (6) months after the approval date.
20. Project Completion: The project will be considered complete when all of the items noted in Approval Requirements in this UA have been satisfactorily provided to the Town. The Town will note this date on the cover page of the UA.

TECHNICAL PLAN REQUIREMENTS

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 will include public utilities and private utilities (provide diameter and invert of utilities if readily available). Existing Conditions



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will also show Right-of-Ways, Easements, and property line information. Existing surface features must be shown, including trees, sidewalks, curbs, catch basins, manholes, signs, driveways, street names, utility poles, etc. Drawings will include references for how utilities and property information was located on the Plans.

2. Proposed Plans: Plans will include Installation Method and plan view drawings. Plans shall include standard Titleblock information: Name of company preparing plans, Project Name, Project Location, Date, Scale, Sheet #, Contact Information, North Arrow, Legend, and Revision Block. Plans will also include location and size of proposed junction boxes, manholes, and hand holes.
3. Trench and Pavement Repair: Plans will include extent of proposed pavement repairs and trench repair will be in accordance with Town Construction Standards.
4. Plan Delivery: 1 hard copy of Plans will be provided for review as well as an electronic PDF file. Plan submittals will be scaled drawings (1" = 20' is preferred although other scales may be utilized). 24"x36" or 12"x18" Plans may be used at the discretion of the Utility Owner, depending on the size of the project.
5. 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.
6. Sediment & Erosion Control: In accordance with state and local regulations, the Worcester County Soil Conservation District (WCSCD) requires an approved Sediment & Erosion Control (SEC) Plan for projects with a Limit of Disturbance of 5,000 Square Feet or greater.
7. Aerial Imagery: Aerial imagery may be used for Location Maps and Vicinity Maps but may not be utilized for scaled plan view construction drawings.
8. Profiles: At the Town's discretion, profile views may need to be included where deemed appropriate.
9. Alignment: Utility lines will be installed parallel or perpendicular to the centerline of the roadway unless approved otherwise.
10. Drilling Information: Plans will show bore length, bending radius, entry pit location, exit pit location, material type, dimensions, depths of cover, and clearances.
11. Horizontal Clearance: 24" Minimum. 36" from utility poles and fire hydrants.
12. Vertical Clearance: No stacking is permitted on top of existing utilities when utilities are running parallel. At perpendicular crossings, utilities are preferred to intersect a minimum of 12" below existing utilities. If utilities intersect above existing utilities, a minimum 12" clearance is required.
13. 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 Professional Engineer (PE) or Professional Land Surveyor (PLS) to sign and stamp plans.
14. 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. The Utility Owner will be responsible for complying with appropriate MUTCD standards. If work



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is to take place within state owned Right-of-Ways 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.

15. Construction Staging Permit: Public utilities 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.
16. Record Drawings: The Town will provide the Utility Owner with the most up to date Record Drawings available. The Contractor is responsible for field verifying the location of all information shown on the Record Drawings and 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 the UA, unless approved otherwise by the Town.
17. The following Departments 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

CONSTRUCTION REQUIREMENTS

1. General (All installations methods to include Horizontal Directional Drilling and Open Cut)
 - a. Pre-Construction Meeting: The Contractor will contact Public Works Construction to hold a Pre-Construction Meeting prior to the commencement of construction activity. Public Works Construction may waive the requirement for the meeting.
 - b. Hole Repair: All holes 12" in diameter or less must be immediately backfilled with CR6 Crusher Run and 6" of Perma-Patch or approved equal, in lieu of Hot Mix Asphalt.
 - c. Trench Repair: Trench Repair will be performed in accordance with Town Construction Standards.
 - d. Pavement Repair: To be performed in accordance with Approved Project Plans.
 - e. 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.
 - f. 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.
 - g. 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".



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- h. Sediment & Erosion Control (SEC): The Contractor is responsible for adhering to appropriate local guidelines for SEC. No discharges should ever occur to the Town storm drain system.
 - i. Planned Response: The Contractor will have a pre-planned response in the event of a utility strike, including notification of appropriate utility owner and ensuring safety of workers and the public.
 - j. Sewer Release: The Contractor will immediately report to the Town's Wastewater Department any damage to existing sewer lines or any release of sewer.
 - k. Removal of Construction Debris: The Contractor will immediately remove any construction debris resulting from work associated with the UA and dispose of at the Contractor's expense.
 - l. Field Modifications: Contractor shall complete the installation as shown on the Approved Plans unless modifications are approved by the Town.
 - m. Field Inspections: Contractor shall accommodate inspections by Town officials at all times. Prior to start of backfilling operations under paved surfaces, the Contractor shall notify Public Works Construction to schedule and complete an inspection. 48 hours notice is requested for inspections. Public Works Construction may waive the requirement for an inspection.
 - n. MOSHA Safety Requirements: The Contractor is responsible for being knowledgeable of and complying with all applicable MOSHA Safety Requirements.
 - o. Stop Work Order: The Town reserves the right to stop work at any time.
2. Horizontal Directional Drilling:
- 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 300 feet if within five (5) feet of the proposed alignment and every 50 feet if within three (3) feet of the proposed alignment.
 - c. Exposing 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 HDD 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 ten 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.



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APPROVAL REQUIREMENTS

1. Utility Owner will complete the following and provide to the Town of Ocean City by uploading the files onto the Utility Installation Agreement (UA) link on the Town website:
<http://oceancitymd.gov/ua>
 - a. UA: After reading and understanding requirements of the Utility Installation Agreement, Utility Owner will scan and upload all 6 pages of the UA plus the Cover Page (the Cover Page and Page 6 will be signed). Utility Owner will also provide the General Contractor and any Subcontractors with the complete UA and Approved Project Plans.
 - b. Plans: Provide Approved Project Plans.
 - c. Project Schedule: Provide Project Schedule.
 - d. Bond: Provide an annual Performance & Maintenance Bond.
 - e. Certificate of Liability Insurance: Provide an annual \$1,000,000 Certificate of Liability Insurance.
 - f. As-Built Drawings: Following completion of construction, the Utility Owner will provide Red-Line As-Built Drawings.
 - g. Fee: Provide a check payable to the Town of Ocean City. The amount of the fee is defined in a separate Town Resolution.

2. The Town of Ocean City will complete the following:
 - a. Review Plans: Review and comment on plan submittals. Review turnarounds times are planned to be within 5 business days.
 - b. UA Approval: Upon receipt of all items noted above from Utility Owner, the Town will sign and date the Cover Page of the UA, which constitutes Approval.

The terms and conditions of the Utility Installation Agreement (UA) are agreeable to _____, their successors, and assigns. This Utility Installation Agreement (UA) is valid for six (6) months after the approval date.

ATTEST:

UTILITY OWNER:

Name: _____

ATTEST:

TOWN OF OCEAN CITY:

Name: _____