

BALTIMORE COUNTY
DEPARTMENT OF PERMITS APPROVALS AND INSPECTIONS

UTILITY AGREEMENT

for projects requiring a public works agreement

Project Name: _____ **UA No.:** _____

PAI Number: _____ **DATE:** _____

PWA Number: _____

Job Order No.: _____

Plat Reference(s): _____

Total Estimated Cost: \$ _____

Security Required: \$ _____

NAME OF APPLICANT: _____

Name must be same as it appears on PWA

WHEREAS, the named Applicant has executed a public works agreement number _____ with the County dated _____ for the subdivision of _____; more specifically described in Liber _____, Folio _____ of the County Land Records.

WHEREAS, pursuant to the referenced public works agreement, the Applicant is obligated to construct and install, at no cost to the County, all of the improvements located within the referenced plat areas, the same being more fully outlined in Exhibit A which is attached hereto and made a part hereof,

WHEREAS, in accordance with the public works agreement, and applicable provisions of the Baltimore County Code and Department of Permits Approvals and Inspections (PAI) Construction Policy Manual, PAI has received and approved the cost estimates and construction drawings for the improvements covered in this utility agreement. PAI has also received all fees applicable to the improvements covered by this utility agreement.

WHEREAS, the applicant is requesting authorization to proceed with construction of improvements covered herein.

NOW THEREFORE, in consideration of the foregoing and in order to obtain the County's approval for the Applicant to proceed with construction of the improvements, the Applicant confirms its understandings and obligations as follows:

1. With respect to the improvements covered by this Utility Agreement:

a. The Applicant shall install at its own expense all facilities in said property as shown on the approved construction drawings referenced herein.

b. The Applicant shall perform all work covered by this utility agreement in accordance with the provisions of the PAI Construction Policy Manual and the Department of Public Works (DPW) Standard Specifications and Details for Construction.

c. All work shown on the approved construction drawings shall be performed by a pre-qualified Baltimore County contractor.

d. Prior to beginning any work covered by this Agreement, the Applicant shall:

1. Schedule an on-site pre-construction meeting with DPW, the Department of Environmental Protection and Sustainability (DEPS) and the pre-qualified contractor. At this time the Applicant shall provide, in writing to DPW, the name, address and phone number of an authorized site representative.

2. Obtain a written "notice to proceed" from DPW.

e. The Applicant shall deliver security to PAI as required in Baltimore County Code Section 32-4-312.

f. The County will inspect all phases of construction for which the Applicant has paid the County an inspection fee at a rate of 8% of the approved estimate. It is expressly understood, however, that any inspections performed are solely for the benefit and protection of the County, and that no duty of care is owed to the Applicant, or the Applicant's contractors, customers or purchasers.

2. Notwithstanding any other provisions of this Agreement, the Applicant acknowledges that:

a. No building permits may be issued until required security has been delivered to and approved by the County.

b. Any reductions to security will be made in accordance with the Baltimore County Code section 32-4-313.

c. Any failure of the Applicant or its contractor to fully comply with any part of this Agreement may cause the issuance of a stop work order by DPW or PAI subject to all relevant provisions of the Baltimore County Code, including but not limited to Article 3, Title 6. The Applicant may also be cited for nonperformance under section 32-4-309 of the County Code.

d. Any written stop work order, whether posted on the work site, hand-delivered, mailed, or sent by fax to the Applicant, Applicant's contractor, or the Applicant's designated authorized representative named in this utility agreement shall constitute sufficient and adequate service of such stop work order under section 32-4-305(c) of the County Code, and the Applicant expressly agrees to the adequacy and sufficiency of such service.

e. Upon receipt of any stop work order(s) from the County, the Applicant shall stop work, and cause its independent contractors to stop work, and shall not resume any work thereafter until expressly authorized in writing by the County.

f. In the event of nonperformance, the County may utilize the security in accordance with the Baltimore County Code section 32-4-309.

3. This utility agreement is not intended to waive or supersede any of the Applicant's obligations under the referenced public works agreement, any plat of record, or under applicable law and policies of the County. This utility agreement is not intended to create or impose any new obligations upon the County. In the event of any conflict between this utility agreement and the public works agreement, the public works agreement shall prevail.

4. The pre-printed form of this utility agreement is intended to repeat, verbatim, the language contained in the master utility agreement form, revision date 10/1/2004, maintained by the Director of PAI for the County. Any inconsistencies between this form and the master form shall be resolved in favor of the master form.

UTILITY AGREEMENT NUMBER: _____
PAGE 3

FOR APPLICANT:

WITNESS the signatures of:

I AFFIRM THAT I HAVE REVIEWED THIS AGREEMENT AND THE ATTACHED EXHIBIT A AND UNDERSTAND THAT SECURITY IS REQUIRED IN ACCORDANCE WITH THE BALTIMORE COUNTY CODE SECTIONS 32-4-305, 32-4-312 AND 32-4-313.

*****All fields required to be filled out.*****

Applicant: _____

Date: _____ Authorized Signature: _____

Name: _____

Witness

Title: _____

Signature: _____

Address: _____

Print Name: _____

Phone #: _____

RECOMMENDED FOR SCHEDULING OF PRE-CONSTRUCTION MEETING AND NOTICE TO PROCEED UPON APPROVAL OF DPW AND DEPRM

By _____

Director of Permits Approvals and Inspections

DATE

