

County Executive Steven R. Schuh

*Environmental Programs
Department of Inspections and Permits
2664 Riva Road, Annapolis, MD 21401
Telephone: (410) 222-7542
Fax: (410) 222-7970
www.aacounty.org*

To: All PWA/UA Agreement Developers
From: Infrastructure Inspection Division
Re: Public Works Agreement / Utility Agreement Release

Attached please find examples of the required format for:

- A. Little Miller Letter
- B. Contractor's Waiver of Rights
- C. Contractor's Partial Waiver of Rights
- D. Letter of Credit in lieu of a Maintenance Bond
- E. Maintenance Bond
- F. As-Built Example
- G. Certification of Grade Form (for sewer)
- H. Inspectors Phone # List
- I. Utility Agreement Maintenance Processing

It is required that the following paperwork be provided to this division before a "Release for Service" can be issued:

1. Little Miller Letter (from the developer)
2. Waiver of Rights (one waiver from each contractor/subcontractor involved in the utility portion of this PWA/UA)
3. Five folded sets of "As-Built" prints. **NOTE: One set with work done outlined in red like the original Exhibit A.**
4. Original linen "As-Built" in red
5. A Letter of Credit, Maintenance Bond, or Certified Check in the amount of 10% of estimated construction cost (see Agreement)
6. Certification of Grade Form (from engineer on sewer)
7. Written release of State Highway Permit, if applicable

All release work including as-builts, Little Miller Letter, Waiver of Rights and the Maintenance Bond must be given to the inspector by appointment only during in-office hours. Please call the inspector to schedule an appointment. In-Office hours are Monday thru Friday 7:30 a.m. to 8:15 a.m. The package must include all items. Any incomplete package will not be accepted.

Connection permits cannot be obtained until we release the project.

Should you have any questions concerning this paperwork, please contact this office at (410) 222-7794 (south/east) or (410) 222-7542 (north/west).

A.
LITTLE MILLER LETTER

(NOTE: This letter is to be typed on the Developer's letterhead)

Re: PWA/UA # _____

Project Name _____

Dear Sir or Madam:

This is to certify that all contractors, subcontractors, and suppliers for the referenced Agreement have been paid in full or minus the usual 10% retainer*. Listed below are the names of the contractors, subcontractors and suppliers. Attached, hereto, are the waivers of liens submitted by those listed below.

Contractors, Subcontractor, Suppliers: _____

Sincerely,

_____(Seal)
Company

_____(Seal)
Authorized Officer Name and Title

STATE OF MARYLAND

I HEREBY CERTIFY that on this _____ day of _____, 20____, before me the subscriber, a Notary Public of the State of Maryland, in and for _____ County, personally appeared _____ and acknowledged the foregoing to be his or her own act.

WITNESS my hand and Notarial Seal.

Notary Public Works

My Commission Expires:

**Developer is to indicate either paid in full or minus the usual 10% retainer.*

B.
CONTRACTOR'S WAIVER OF RIGHTS

PWA/UA # _____

This Waiver of Rights made this _____ day of, _____, 20____ ;
Witnesseth, whereas the undersigned contractor desires to perform certain work in the subdivision
shown as _____ in
_____, and:

Whereas, undersigned contractor is satisfied that he is contractually protected in his arrangements
with the owner of the land;

Now therefore, undersigned does waive and release all rights which it may have pursuant to the
Little Miller Act, State Finance and Procurement Article, Section 17-101 Et. Seq. of the Annotated
Code of Maryland.

Witness our hands and seals:

Company Name (Seal)

Authorized Officer (Seal)

Date

STATE OF MARYLAND
COUNTY OF ANNE ARUNDEL, TO WIT:

I hereby certify that on this _____ day of _____, 20____, before me a Notary
Public of the State and County aforesaid, personally appeared _____
and acknowledged the foregoing to be his or her own act.

WITNESS my hand and Notarial Seal.

Notary Public Works

My Commission expires:

C.
CONTRACTORS PARTIAL WAIVER OF RIGHTS

PWA/UA # _____

This Partial Waiver of Rights made this _____ day of _____, 20____;

Witnesseth, whereas the undersigned contractor desires to perform certain work in the subdivision shown as _____ in _____, and:

Whereas, undersigned contractor is satisfied that he is contractually protected in his arrangements with the owner of the land;

Now therefore, undersigned does waive and release all rights which it may have pursuant to the Little Miller Act, State Finance and Procurement Article, Section 17-101 Et. Seq. of the Annotated Code of Maryland, as to the following work: _____;

This waiver does not apply to any work not listed above.

Witness our hands and seals:

Company Name (Seal)

Authorized Officer (Seal)

Date

STATE OF MARYLAND
COUNTY OF ANNE ARUNDEL, TO WIT:

I hereby certify that on this _____ day of _____, 20____, before me a Notary Public of the State and County aforesaid, personally appeared _____ and acknowledged the foregoing to be his or her own act.

WITNESS my hand and Notarial Seal.

Notary Public Works

My Commission expires:

D.
IRREVOCABLE LETTER OF CREDIT

TO: ANNE ARUNDEL COUNTY, MARYLAND
Office of Finance
Arundel Center
Annapolis, Maryland 21401

Re: Irrevocable Letter of Credit
Applicant _____

Beneficiary: Anne Arundel County, Maryland
Amount: _____
Expiration Date: _____

Gentleman:

We hereby issue in your favor this Letter of Credit which is available by your draft(s) on us at sight bearing the clause “Drawn Under _____ (name of bank) Letter of Credit No. _____” accompanied by the following document(s):

A written certification executed by the Controller of Anne Arundel County stating that the draft is drawn pursuant to the statutory requirements of the applicable provisions of the Anne Arundel County under _____ (name of agreement/permit) for _____ (name of applicant) dated _____, 20__.

It is a condition of this Letter of Credit that it will automatically extended without notification for successive one year periods of time, unless at least sixty (60) days but not more than ninety (90) days prior to any expiration date, we send written notice by certified mail to the Controller of Anne Arundel County which includes reference to the name of the Agreement/permit, the amount of this Letter of Credit and the name of the applicant, that we elect not to renew this Letter of Credit for such an additional period of time. Upon receipt by the Controller of such notice, you may draw upon us without regard for incurred liability of the Applicant by your draft at sight without other documents, except as set forth above.

We hereby agree with you that all drafts drawn under and in compliance with the terms of this Letter of Credit will be honored on delivery of documents as specified if presented to us on or before the expiration date or any automatically extended date as hereinafter set forth.

We hereby agree that any litigation pursuant tot his Letter of Credit will be conducted in the Courts of the State of Maryland, and our obligation to you shall be governed by the Laws of the State of Maryland.

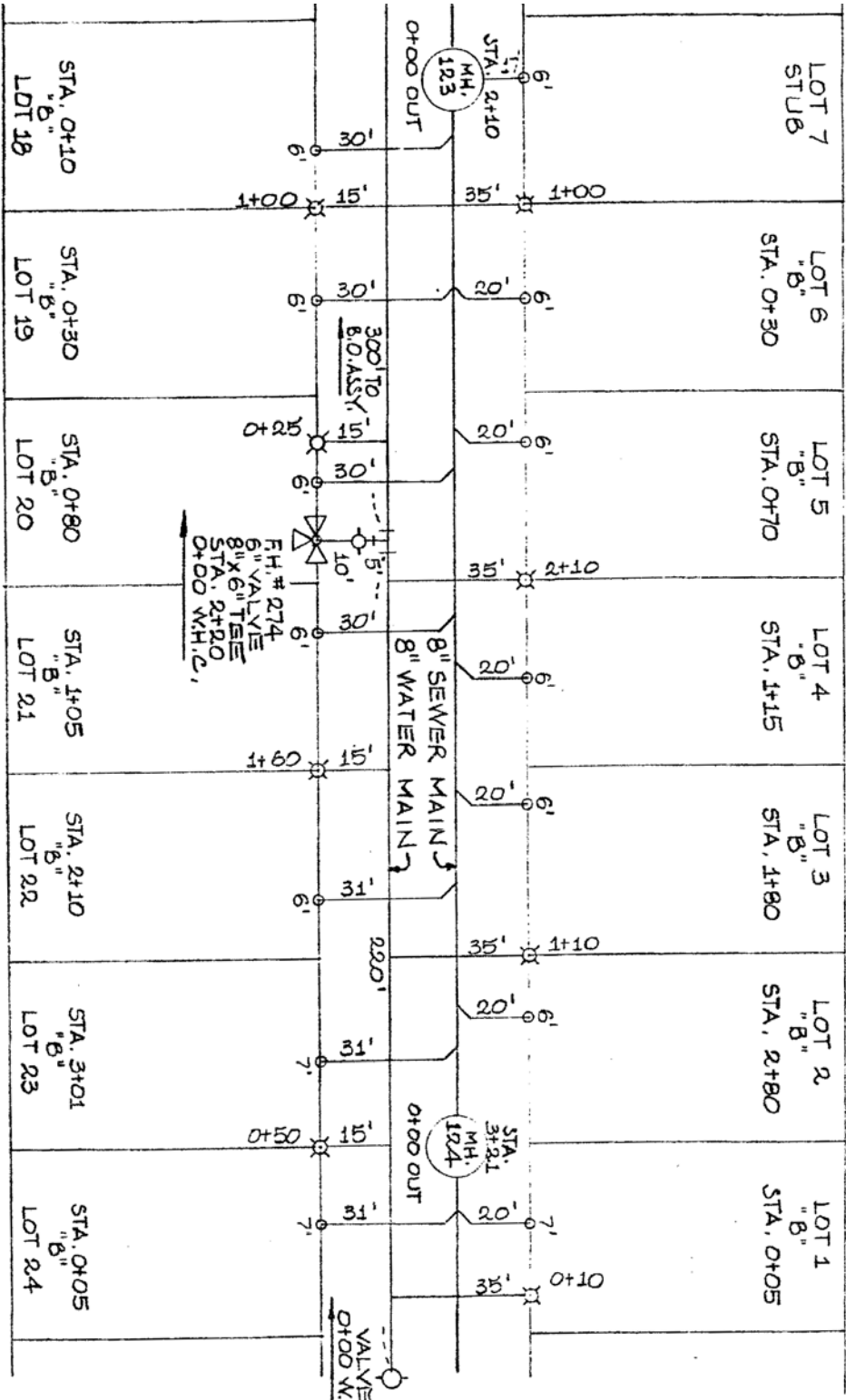
Sincerely,

BANK OFFICIAL

E.
Maintenance Bond
(Go to Forms page for Bond format)

F.
As-Built Example

SAMPLE AS-BUILT



- ① TYPE OF CONNECTION A, B, C, ETC.,
- ② DEPTH AT PROPERTY LINE,
- ③ DISTANCE BETWEEN MAIN AND CLEANOUT,
- ④ STATION OF CONNECTION,
- ⑤ PROFILES.

- ① SHOW AS BUILT STATION OF EACH FITTING,
- ② SHOW DISTANCE BETWEEN TEE & VALVE AND VALVE & F.H.,
- ③ SHOW WHICH FITTING = 0+00 FOR W.H.C.,
- ④ DISTANCE BETWEEN MAIN & VAULT,
- ⑤ SHOW STATION OF EACH HOUSE CONNECTION VAULT.

G.
Certification of Grade Form (for sewer)

Project _____

Date _____

PROPOSED INVERT

AS-BUILT INVERT

Manhole #	In	Out	In	Out

PERCENTAGE OF FALL

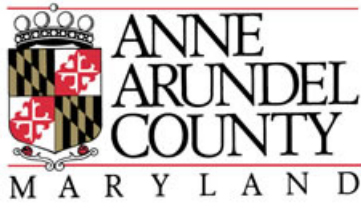
M.H. #	TO	M.H. #	PROPOSED %	AS-BUILT %
	TO			
	TO			
	TO			
	TO			
	TO			
	TO			
	TO			
	TO			
	TO			
	TO			

COMMENTS:	CERTIFIED SEAL	<div style="text-align: right; margin-top: 100px;"> _____ ENGINEER </div>
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H.
INFRASTRUCTURE PHONE NUMBERS

Name	Telephone	ICM#	Call #
North/West Team			
Bryan Lang, Supervisor	410-222-7542	3058	803
Bob Bapisteller, Inspector	410-222-4608	3251	817
Jay Bass, Inspector	410-222-4612	3255	828
Doug Carter, Inspector	410-222-4609	3252	821
John Graham, Inspector	410-222-4604	3246	827
Larry Parsons, Inspector	410-222-4614	3257	824
Lou Pizarro, Inspector	410-222-4605	3247	826
South/East Team			
Bob Freeland, Supervisor	410-222-7794	3116	805
Mike Evans, Inspector	410-222-4611	3254	825
Walt Kinder, Inspector	410-222-4606	3248	829
Lee Jordan, Inspector	410-222-4626	3096	813
Rick Neilson, Inspector	410-222-4607	3249	830
Chris Smith, Inspector	410-222-4613	3256	823

I.



County Executive Steven R. Schuh

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Interoffice Memo

To: Developers, Contractors and Project Engineers
From: George F. Eberle, P.E., Assistant Director
Date: June 12, 2008
Subject: **Utility Agreement Maintenance Processing**

The purpose of this memo is to eliminate any confusion as to when sanitary sewer lines and house service connections constructed under a Utility Agreement or Public Works Agreement may be converted from the construction phase of an agreement to the maintenance phase of an agreement.

To ensure sanitary sewer lines and house service connections are constructed properly and are undamaged when accepted into the County infrastructure system, the Department modified the construction acceptance procedures and video taping fee structure during the spring of 2006. The modified procedure was distributed through the Maryland Home Builders Association.

Prior to the modified procedure, sanitary sewer systems constructed under Utility Agreements or Public Works Agreements were not accepted until all the sanitary sewer lines and a sampling of the house service connections were videotaped by the County video inspection contractor, reviewed by the assigned Infrastructure Inspector and determined to be in an acceptable condition. The fees for videotaping under this procedure were taken from the collected inspection fees and transferred to a special TV inspection account. The amount transferred was based on the length and size of the sewer mains and videoing 10% of the house connections, using the unit prices from the video inspection service contract.

Under the modified procedure, a two (2) phase videotape procedure was established. Phase 1 covers all the sanitary sewer lines in the public right of way and Phase 2 covers all the house service connections.

In Phase 1 all sanitary sewer lines built under an Agreement are subject to videotaping by the County video inspection contractor. Upon the receipt of written notice by the Agreement holder that

the sanitary sewer lines are complete, the Department directs the County video inspection contractor to perform the required videotaping services. The assigned infrastructure inspector reviews the tapes and any damage found during the review must be repaired. The agreement holder is responsible for the repairs and the cost of any additional mobilization and video inspection fees to re-inspect the repairs. Once the Infrastructure Inspector determines the sanitary sewer lines have been properly completed, the sanitary sewer lines may be released for service.

When the project has been released for service, the developer may request a 50 % reduction in the Performance and Labor and Materials Bond. If the developer wishes to request a larger reduction, he must make his request in writing with justification for this request.

Phase 2 may only begin when all house construction and fine site grading have been completed. Upon the receipt of written notice by the Agreement holder that all the house service connections are complete and the final lot grading is complete, the Department directs the County video inspection contractor to perform the required videotaping services for all the house service connections. The assigned infrastructure inspector will review the tapes and the agreement holder must repair any damage found during the review. The agreement holder is responsible for any additional mobilization and video inspection fees to re-inspect the repairs. Once any repairs are made and the Infrastructure Inspector determines the house service connections have been properly completed, the Agreement may be converted from the construction phase to the maintenance phase of the agreement.

The cost of this two-phase video testing will be taken from the inspection fee that is collected. The cost will be calculated based on the contract's unit cost, the length and size of the sewer lines and two mobilization fees (dry and wet).

If you should have any questions, please call me at 410-222-7790.