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| Project I.D. No. _____ |
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### Application for Main Extension

Water Line Contractor (“Applicant”): \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone ( ) \_\_\_\_\_ Email: \_\_\_\_\_  
Fax ( ) \_\_\_\_\_

Property Owner: City and County of Denver  
Address: \_\_\_\_\_  
Telephone ( ) \_\_\_\_\_ Email: \_\_\_\_\_

For and in consideration of the approval of this Application for Main Extension (“Application”) by the City and County of Denver, acting by and through its Board of Water Commissioners (“Board”), the Applicant agrees:

1. The above identified main and its appurtenances shall be installed pursuant to [Project ID] and in conformance with the Board's Operating Rules and Engineering Standards, as amended from time to time.
2. The Applicant hereby agrees that it shall be responsible for a period of one (1) year subsequent to completion of the construction of the main extension for the correction, whether by repair or replacement, to the Board’s satisfaction of all work and materials furnished by the Applicant which are found to be defective or of poor workmanship with all costs and expenses for such work to be borne by the Applicant.
3. The Applicant hereby agrees that any work, whether performed by the Applicant or by the Board in the event of the refusal or inability of the Applicant to timely perform the work during the above one (1) year period, shall not impair or void the Applicant’s general warranty of materials and workmanship or any obligation or liability of the Applicant imposed by law or contract.
4. The Applicant agrees to post a **maintenance bond** in the amount of \$5,000.00 to indemnify and hold harmless the Board by reason of any defect in the materials or workmanship related to the work performed pursuant to this Application. The Applicant further agrees that the obligation imposed under the maintenance bond shall not be impaired or made void, notwithstanding that the Applicant may be required by the Board to perform any work for any reason or cause upon the facilities constructed hereunder, or if the Board performs such work upon the refusal or inability of the Applicant to perform the required work.
5. In order that the Board may account for the main extension and appurtenances, the Applicant shall provide all information required by the Board relative to the cost of installation, location and type of materials related to the main extension, in such manner as may be required by the Board.
6. No work shall be performed on the main extension except by contractors duly pre-qualified and bonded by the Board, and without having notified and afforded the Board adequate opportunity to inspect said work. Additional inspection costs for work outside normal Board hours will be the Applicant’s responsibility.
7. It is expressly understood and agreed that the main extension and its appurtenances shall automatically convey to the Board one (1) year from the date of acceptance by the Board. Transfer of all right, title and interest in the main extension and its appurtenances to the Board shall be automatic and self-executing, with no additional transfer proceedings or documents being necessary.
8. All work to be performed by the Applicant shall be without cost to the Board, except as provided in this Application.
9. The obligations and benefits of this Application shall be binding upon and inure to the heirs, successors and assigns, of the parties.

10. This Application is made under and conformable to the provisions of the Article X of Charter of the City and County of Denver which control the operations of the Denver Municipal Water System. Insofar as applicable, said provisions are incorporated herein and made a part hereof and shall supersede any apparently conflicting provisions otherwise contained in this Agreement.

11. The parties understand and agree that the Board is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S.24-10-101, et. seq.

THIS APPLICATION IS SUBMITTED BY:

**APPLICANT**

By execution, signer certifies that s/he is authorized to accept and bind Applicant to the terms of this Application.

By: \_\_\_\_\_

Date \_\_\_\_\_

Title: \_\_\_\_\_

[for other than individual]

**APPLICANT’S SIGNATURE MUST BE NOTARIZED BELOW:**

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, City and County of Denver.

Witness my hand and official seal. My commission expires: \_\_\_\_\_

(SEAL)

\_\_\_\_\_

Notary Public

APPROVED:

**THE CITY AND COUNTY OF DENVER,  
acting by and through its  
BOARD OF WATER COMMISSIONERS**

By: \_\_\_\_\_  
Sales Administrator

By: \_\_\_\_\_  
[DELEGATION TO ?]

DATE: \_\_\_\_\_