

Project I.D. No. _____

Application for Main Extension

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

Property Owner: _____
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 additionally agrees that during the one (1) year period subsequent to the date of completion of the main extension, it will promptly perform all work, and supply all materials, necessary to remove, replace, maintain or repair the main extension constructed, when such work is required by the Board for any reason, notwithstanding that such work does not arise out of any negligent or willful acts or omissions of the Applicant.
4. 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.
5. 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.

6. The Applicant hereby expressly agrees to defend, indemnify and hold harmless the Board, its officers, agents, employees and insurers against any liability, loss, damage, demand, action, cause of action or expense of whatever nature (including, but not limited to, court costs and attorney fees) which may result from any loss, injury, death or damage allegedly sustained by any person, firm, corporation or other entity, which arises out of or is caused by any act or omission of the Applicant, its officers, agents, or employees in connection with or in any way arising out of this Application.
7. 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.
8. 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.
9. 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.
10. All work to be performed by the Applicant shall be without cost to the Board, except as provided in this Application.
11. The obligations and benefits of this Application shall be binding upon and inure to the heirs, successors and assigns, of the parties.
12. All work pursuant to this Agreement shall be deemed performable in the City and County of Denver, notwithstanding that the parties may find it necessary to take some action outside the City and County. The sole venue for any dispute resulting in litigation shall be in the District Court in and for the City and County of Denver. This Agreement shall be governed by and construed under the laws of the State of Colorado.
13. 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.
14. 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 [INSERT NAME OF APPLICANT/OWNER].

Witness my hand and official seal. My commission expires: _____

(SEAL)

Notary Public

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

APPROVED:

By: _____
Sales Administrator

By: _____
Director of Engineering

DATE: _____