

Board of Water Commissioners  
City and County of Denver

**Application and Agreement  
for Main Extension  
(Standard)**

Re: Project I.D. No. \_\_\_\_\_  
Distributor \_\_\_\_\_  
Approval Date \_\_\_\_\_

Applicant/Owner \_\_\_\_\_

Address \_\_\_\_\_ Telephone \_\_\_\_\_  
\_\_\_\_\_

Water Line Contractor \_\_\_\_\_

Address \_\_\_\_\_ Telephone \_\_\_\_\_  
\_\_\_\_\_

Location of Main from \_\_\_\_\_

to \_\_\_\_\_

in \_\_\_\_\_ Streets \_\_\_\_\_, Colorado

Size of Main \_\_\_\_\_ Length of Main \_\_\_\_\_

For and in consideration of the rights herein granted by the City and County of Denver, acting by and through its Board of Water Commissioners, hereinafter "Board", the Applicant agrees:

1. The above main and appurtenances shall be installed pursuant to and in conformance with the Board's Operating Rules and Engineering Standards, as the same may be amended from time to time.

2. To include the following contractual provisions in the applicant's contract for the construction of the main extension and to provide a copy of said contract to the Board:

A. The water line contractor hereby agrees that he shall be responsible for a period of one (1) year subsequent to completion of the construction of the facilities hereunder for the satisfactory correction, whether by repair or replacement, of all work and materials furnished by the contractor which are found to be defective or of poor workmanship and all costs and expenses therefor shall be borne by the contractor.

B. The water line contractor additionally agrees that during the one (1) year period subsequent to the date of completion of the construction of these facilities, he will promptly perform all work, and supply all materials, necessary to remove, replace, maintain or repair the facilities constructed hereunder, when said work is required by the Board for any reason, **notwithstanding** that said work does not arise out of any negligent or willful acts or omissions of the contractor; **provided**, however, that the contractor shall be reimbursed by the Board in an amount not to exceed the actual costs thereof plus 15% for any work and materials which are required and do not arise by reason of any defect in materials or poor workmanship, under any warranty, express or implied.

C. The water line contractor hereby agrees that any work required hereunder, whether performed by the contractor or by the Board in the event of the refusal or inability of the contractor to perform the work during the aforesaid one (1) year period, shall not impair or void the contractor's general warranty of materials and workmanship or any obligation or liability of the contractor imposed by law or contract.

D. The water line contractor agrees to post a **maintenance bond** in the amount of \$ \_\_\_\_\_ to indemnify the Board by reason of any defect in the materials or workmanship under the contractor's general warranty referred to above. The contractor further agrees that the obligation imposed under the maintenance bond shall not be impaired or made void, notwithstanding that the contractor 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 said work upon the refusal or inability of contractor to perform the required work.

3. To provide, or require the water line contractor to provide, insurance coverage as follows:

A. Worker's Compensation Insurance for all employees who will be in any way connected with the work to be performed hereunder whether as employees of Applicant or as employees of others. Employees of the water line contractor and subcontractors shall be so covered unless the employees are covered by protection afforded by the contractor or subcontractor.

B. Liability Insurance:

(1) Comprehensive General Liability Insurance, including coverage for products, completed operations, blanket contractual liability, independent contractors coverage, and broad form property damage deleting any exclusion for explosion, collapse and underground hazards. Such insurance shall be in a minimum of \$150,000 per person, \$600,000 per occurrence, or a combined single limit of not less than \$600,000 per occurrence for bodily injury and property damage.

(2) Automobile Liability and Property Damage Insurance to include owned, non-owned and hired vehicles which are utilized under this agreement, with minimum insurance coverage of \$150,000 per person, \$600,000 per occurrence, or a combined single limit of not less than \$600,000 per occurrence for bodily injury and property damage.

(3) The Board will be named on each insurance policy as an additional named insured for coverages only, with no premium payment obligations, together with the water line contractor or applicant as appropriate. Each policy for the contractor or applicant will contain a clause stating that, as an additional named insured, the Board will be treated as if a separate insurance policy has been issued. The coverage provided to the Board, as additional named insured, will be primary coverage and the "other insurance" clause of any policy will be declared inapplicable.

C. Applicant shall provide certificates of insurance (and renewals thereof) in a form acceptable to the Board, demonstrating that required coverages have been obtained. The Applicant shall not allow any sub-contractor, agent, or employee to commence work until appropriate certificates of insurance have been obtained. The Applicant will assume full legal responsibility for determining that required insurance coverages have been obtained by their sub-contractors and agents. The Applicant has full responsibility for monitoring compliance with the insurance requirements of this contract.

4. To observe and to require the water line contractor to observe all applicable laws and regulations, including building and construction codes, and to exercise necessary precautions and safeguards for the protection of persons and property in and about the contract area.

5. 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 court costs and attorney's 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 (or the Applicant's sub-contractors, or any said sub-contractor's officers, agents or employees) in connection with or in any way arising out of this Main Extension Agreement.

6. In order that the Board may account for the above main and appurtenances, the Applicant shall provide all information required by the Board relative to the cost of installation, location and type of materials, in such manner as may be required by the Board.

7. No work shall be performed hereunder 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.

8. It is expressly understood and agreed that the facilities herein referenced and described shall be automatically conveyed to the Denver Board of Water Commissioners one (1) year from the date of acceptance by the Board. Transfer of all right, title and interest in facilities to the Denver Board of Water Commissioners shall be automatic and self-executing, with no additional transfer proceedings or documents being necessary.

9. All work to be performed by the Applicant or his contractor shall be without cost to the Board, except as provided herein.

10. The obligations and benefits of this Agreement shall be binding upon and inure to the heirs, successors and assigns, of the parties hereto.

11. This Agreement shall be deemed performable in the City and County of Denver, notwithstanding that the parties hereto may find it necessary to take some action in furtherance thereof outside said City and County, and venue for any action shall be the District Court in and for the City and County of Denver.

12. This application and agreement is made under and conformable to the provisions of the Charter of the City and County of Denver which control the operations of the Denver Municipal Water System (Sections C4.14 to C4.35, inc.). 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.

The parties hereto 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..

APPROVED;  
  
\_\_\_\_\_  
Sales Administrator

CITY AND COUNTY OF DENVER,  
acting by and through its  
BOARD OF WATER COMMISSIONERS  
  
By \_\_\_\_\_  
Manager

APPLICANT/OWNER  
  
By \_\_\_\_\_  
  
Date \_\_\_\_\_

ACCEPTANCE;  
All facilities installed under this application have been inspected and accepted by \_\_\_\_\_  
on this date \_\_\_\_\_.