

APPLEWOOD SANITATION DISTRICT
APPLICATION AND AGREEMENT FOR
EXTENSION OF SANITARY SEWER MAIN

THIS APPLICATION AND AGREEMENT (“Agreement”) is made and entered into between _____ a _____ (“Applicant”), and the **APPLEWOOD SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (“District”), with a mailing address of P.O. Box 1109, Golden, Colorado 80402-1109, and telephone number 303-232-6883, effective the date of the first signature below.

RECITALS

A. Applicant desires to install a sanitary sewer main extension and related appurtenances identified as _____ Sewer Main Extension Project (“Project”) for dedication to the District to become part of the District’s public sanitary sewer system; and

B. Applicant may retain a contractor to install the sewer main and related appurtenances which are subject to this Agreement; and

C. The parties desire to execute this Agreement setting forth the terms and conditions pursuant to which the District Main, defined below, will be initially accepted by the District and allowed to connect to the District’s public sanitary sewer system, and, if finally accepted by the District, shall become part of the District’s public sanitary sewer system for all purposes including ownership and maintenance.

NOW, THEREFORE, the parties agree as follows:

1. Definitions.

- 1.1 “District Main” means the sanitary sewer line and related appurtenances such as manholes, and other appurtenances, as shown on Approved Plans; provided, however District Main shall not under any circumstances, include private service lines, underdrains or storm drains.
- 1.2 “Applicable Government Authority” means the District, any governmental or quasi-municipal entity that has jurisdiction with respect to the Project.
- 1.3 “Approved Plans” means the latest set of plans and specifications approved for construction by the District’s consulting engineer, and any changes thereto approved by the District and reflected in the record drawings accepted and approved by the District, and all other applicable

specifications in effect on the date the construction plans are approved by the District.

- 1.4 “Record Drawings” means the final construction documents that represent the as-built condition of the water and/or sewer mains and related appurtenances.

2. Required Application Items

Please provide the following with your application:

- 2.1 Applicant name and legal entity type must be accurately stated in the introductory paragraph and on the signature block of this Agreement.
- 2.2 Legal Description, attached as **Exhibit A**.
- 2.3 Completed Project contact information attached as **Attachment A**.
- 2.4 Proof of property ownership or a written authorization from the property owner granting Applicant authority to represent owner. Owner Authorization Form attached as **Attachment B**, if necessary.
- 2.5 Current Certificate of Good Standing from the Secretary of State’s Office for Applicant.
- 2.6 Development tap fee form - quantifying the number of Commercial, Industrial, and/or Residential (specify single family detached from multi-family) connections.
- 2.7 Deposit Fee in the amount of \$ _____ [TBD].

3. Application.

Subject to all District requirements including, but not limited to, all then current versions of the District’s Rules and Regulations, Sanitary Sewer System Administrative Specifications, Sanitary Sewer Technical/Construction Specification, Applicant hereby makes application to the District for permission to construct the Project to serve the real property as more particularly described on **Exhibit A**, attached hereto and incorporated herein by this reference. An deposit in the amount of \$ _____ [TBD] shall accompany this Application which amount shall be used by the District to pay for costs the District incurs in connection with its administration of this Agreement including, but not limited to, the review of Applicant’s plans, the providing of information in response to inquiries from Applicant or Applicant’s designee, observations provided for under this Agreement and costs associated with District acceptance of the District Main. Applicant shall replenish the deposit amount as deemed necessary by the District during the design, construction and acceptance phases of the Project. Any such replenishment by the Applicant shall be made in the amount requested, within 15 calendar days from the day of written

request by the District. If the Applicant elects not to proceed with the Project, the amount on deposit with the District shall be refunded less any costs or expenses incurred by the District up to and including the date Applicant abandons the Project or Final Acceptance.

The District shall send Applicant invoices for work performed and draw down of Applicant's deposit on a monthly basis.

4. Approved Plans.

Applicant covenants and agrees that the Project will be constructed in accordance with the Approved Plans and any District approved modifications or additions made thereto. Further, Applicant warrants that the Project will be constructed in a good and workmanlike manner and that, once constructed, the Project will be fit for its intended purpose.

5. Supervision of Work.

The District shall have no responsibility to supervise or direct construction of the Project. Applicant or Applicant's contractor will supervise and direct construction of the Project and will be responsible for the means, methods, techniques, sequences, and procedures of construction.

6. Applicant's Warranty.

- 7.1 Applicant warrants and guarantees to the District that, without exception, the Project will be free from any defects (including but not limited to defects in materials and workmanship) for a period of two (2) years from the date of Initial Acceptance, as defined in Paragraph 12 by the District or until the date the Project is finally accepted by the District, whichever period is longer. No exceptions shall be permitted to this warranty provision. Applicant to contact the District to request Initial Acceptance.
- 7.2 Compliance with all federal, state and local government applicable laws, rules and regulations applicable to the Project.
- 7.3 The Applicant additionally agrees that during the two (2) year warranty period prior to the date of Final Acceptance of the Project by the District, Applicant will promptly perform all work and supply all materials or cause its contractor to perform all work and supply all materials necessary to remove, replace, maintain, and perform annual video, jetting and cleaning or repair the Project constructed hereunder when said work is required by the District for any reason, notwithstanding that said work does not arise out of any negligent or willful acts or omission of the Applicant or Applicant's contractor. In the event any of the maintenance and/or repair obligations required under this subparagraph are not performed within twenty (20) days following written notice to Applicant, the District may cause said maintenance and/or repairs to be performed and charge the costs

thereof to Applicant. Applicant agrees to pay all District costs for maintenance and repairs for the Project within thirty (30) days after receipt of the District invoice, together with all costs of collection, including reasonable attorneys' fees and interest thereon at the rate of 1.5 percent per month on amounts that are past due.

- 7.4 Applicant agrees that any work required by the District hereunder, whether performed by Applicant or Applicant's contractor or by the District in the event of the refusal or inability of Applicant and/or Applicant's contractor to perform the work until the Project is finally accepted by the District, shall not impair or void the Applicant's warranty and guarantee under this paragraph or any other obligation or liability of the Applicant imposed by law or contract.
- 7.5 Applicant further agrees that in emergency situations, the District shall have the right to perform whatever maintenance or repairs the District determines are necessary to protect the public health and safety without giving advance written notice to Applicant. Applicant agrees to pay all cost incurred by the District in performing emergency repairs and maintenance within thirty (30) days after receipt of the District's invoice thereof, together with all costs of collection, fines incurred by the District, including reasonable engineering and attorneys' fees and interest thereon at the rate of 1.5 percent per month on amounts that are past due. The term "emergency" shall mean any situation where, in the District's determination, the public health or safety would be jeopardized or endangered by waiting for Applicant or Applicant's contractor to initiate and perform the needed maintenance and/or repairs.

7. Supervision of Work.

To induce the District to execute this Agreement and to provide additional assurance that Applicant will fully perform all of Applicant's warranty, maintenance and repair obligations contained herein, and as a condition of approval of Applicant's Plans for the Project, Applicant agrees to deliver to the District, prior to Initial Acceptance, a fully executed Warranty and Maintenance Bond issued by a surety acceptable to the District in the amount of twenty (20) percent of the Project's construction contract. Until the Project is finally accepted by the District, the performance of any warranty, maintenance or repair work upon the Project by the Applicant, Applicant's contractor or the District shall under no circumstances, release, discharge or modify in any way Applicant's obligations under the Warranty and Maintenance Bond.

In lieu of providing the Warranty and Maintenance Bond described above, Applicant may furnish the District with a written alternative guarantee that is acceptable to the District in its sole discretion. The guarantee shall be executed and delivered to the District prior to Initial Acceptance of the Project by the District.

8. Construction Observation.

The District and its representatives will at all times have access to the construction site and will be permitted to observe the work, materials and any relevant documents or records necessary for the purpose of determining whether the Project is constructed in accordance with the Approved Plans. All observations, tests, and reviews shall be conducted at the sole cost of the Applicant and shall be paid by the Applicant within thirty (30) days of invoice by the District.

It shall be the responsibility of the Applicant, the Applicant's engineer and contractor, to continuously advise the District of the detailed design and construction schedule, status, and progress.

9. Ownership/UCC Locates.

Until Initial Acceptance by the District, the Applicant shall have full and complete responsibility for the Project including the safety conditions at the construction site. The District shall have no obligation pursuant to Section 9-1.5-103, C.R.S., to locate any sewer main or related appurtenance that is a part of the Project. Said locate obligations shall be the sole responsibility of the Applicant.

10. Connection Permits.

No connection permits shall be issued or sold for connection to the Project and no connections shall be made to the Project until Initial Acceptance is issued by the District.

Stub in connection fees may be accepted prior to Initial Acceptance.

11. Conditions for Initial Acceptance.

Each of the following conditions must be satisfied before the District will consider Initial Acceptance of the Project:

- 12.1 Approved Plans. The District, in its sole discretion, is satisfied that the Project has been constructed in accordance with the Approved Plans.
- 12.2 Easements/Title Policy. The District is satisfied that applicable easements have been recorded for the Project and that the Project as constructed is located within said easements or other suitable public right-of-way. Any easement must be insured in the amount of \$5,000 and issued to the District as owner by a title company suitable to the District. Applicant shall remove or obtain subordination of all title impediments objected to by the District.
- 12.3 Record Drawings. Receipt by the District of signed and stamped, by the Applicant's engineer, Record Drawings for the Project, certified compaction and/or material test results and any survey certifications

satisfactory to the District. Refer to Section 1.3 of Applewood Sanitation District Engineering Standards.

- 12.4 Current Videos. Current videos of the entire system have been reviewed and any defects have been repaired to the satisfaction of the District's Engineer. Refer to Section 1.3. of Applewood Sanitation District Engineering Standards.
- 12.5 Testing. Passing of all sewer main and trace wire testing.
- 12.6 Documents. Applicant to provide a bill of sale listing a description and the cost of the Project being accepted by the District, final lien waivers, and an engineer's certificate of inventory and cost, or a materials list, including labor and final lien waivers.
- 12.7 Warranty and Maintenance Bond. As described above.
- 12.8 Contemplated Use. Without in any way being limited by the specificity of the foregoing, the District, in its sole discretion, is satisfied that there are no matters outstanding which would prohibit or unreasonably interfere with the use of the Project for its intended purpose.

12. Initial Acceptance.

Initial acceptance shall be accomplished by the District's President and District Engineer affixing their signatures to the last page of this Agreement ("Initial Acceptance"). As of the date of Initial Acceptance, all of the Applicant's right, title and interest in and to the Project, including but not limited to, all mains and appurtenances that comprise the Project, shall pass to and be conveyed to the District with no additional transfer proceedings or documents being necessary; provided, however, the Applicant shall remain contractually obligated to perform said contractor's warranty, maintenance and repair obligations for a period of two (2) years from the date of Initial Acceptance or until the Project is finally accepted by the District, whichever period is longer.

13. Contractor Warranties.

Applicant may cause its contractor to warrant and guarantee to District the contractor's work performed on the Project. Any such warranty by Applicant's contractor shall be in addition to and not in lieu of Applicant's warranty and guarantee obligations to District as set forth in this Agreement.

14. Conditions of Final Acceptance.

Applicant is responsible for providing the following documentation and requesting Final Acceptance.

Two (2) years from the date of Initial Acceptance, Applicant shall contract the to review the Project for Final Acceptance. Each of the following conditions must be satisfied before the District shall finally accept the Project (Final Acceptance):

- 15.1 Current Videos. Current videos of the entire system have been reviewed and any defects have been repaired to the satisfaction of the District. For additional requirements refer to sSection 1.3. of Applewood Sanitation District Engineering Standards. Jetting may be required by the District after review of the video.
- 15.2 Full Performance. Applicant has faithfully and fully performed its obligations under this Agreement.
- 15.3 No Damage. Any damage or destruction of the Project has been repaired, and the cost of such repair paid by Applicant.
- 15.4 Compliance with Approved Plans. Any deviation in the construction of the Project from the Approved Plans has been corrected. Without limiting the foregoing, attention shall be paid to assure that all manholes and manhole covers are at finished grade, free and clear of sand, gravel, stones, or other foreign material.
- 15.5 Contemplated Use. Without limiting the foregoing, the District, in its sole discretion, is satisfied that there are no matters which prohibit or unreasonably interfere with the use of the Project for its intended purpose.

15. Final Acceptance.

Final acceptance (“Final Acceptance”) shall be accomplished only by the District’s President and District Engineer affixing their signatures to the last page of this Agreement. As of the date of Final Acceptance, the District accepts the Project for all purposes, including ownership, maintenance and repair, and the Applicant’s obligations shall cease; provided, however, that Applicant’s indemnification obligation as set forth below shall survive Final Acceptance and Applicant is subject to obligations in paragraph 17 below.

16. Manholes.

Notwithstanding any other provision contained in the Agreement to the contrary, if the sewer main that are subject to this Agreement is installed in private or public streets and the surface of the street is not paved by the time of Final Acceptance, Applicant shall remain responsible for raising manholes to finished street grade in accordance with specifications of the governing jurisdiction when the street is paved. Applicant shall notify the District when the work to raise the manholes is complete so that the District may review the work. As part of the work, Applicant shall insure that the manholes are clear of debris and are operational. If the Applicant does not raise the manholes as required herein, the District may perform the work at Applicant’s sole cost

and expense within thirty (30) days after notice to Applicant. Applicant shall make payment to the District within thirty (30) days after issuance of the District's invoice. In the event payment is not timely made, Applicant agrees to pay all costs of collection (including reasonable attorney's fees) together with interest on the unpaid delinquent amount at the rate of 1.5 percent per month or part thereof.

17. Indemnification.

Applicant shall defend and hold harmless the District, its officers, agents, consultants and employees, from all claims and demands or liability of any kind (including attorneys' fees) arising out of or encountered in connection with the construction of the Project or its operation or maintenance, whether such claim, demand or liability arising from any way by Applicant, its agents or employees, or by Applicant's contractor or subcontractor, their agents or employees activity, or by any product or materials installed on the Project by Applicant, its contractors or subcontractors.

This indemnification shall extend to all claims, demands or liabilities (including reasonable attorney's fees) for injury to persons, property or financial loss occurring before Final Acceptance of the Project and for a period of two (2) years after the date of Final Acceptance of the Project.

18. No Duty No Reliance.

The District, by its review and approval of the plans for the Project, does not assume any duty of care with respect to the Applicant or the Project. It is the Applicant's sole responsibility to prepare, design the plans and select the materials for the Project in accordance with the District's requirements as stated above. It is the Applicant's sole responsibility to construct the Project in accordance with the Approved Plans.

Applicant represents that Applicant will, when available, read through the Approved Plans for the Project, examine the Project site and ascertained all soil, geological, groundwater, environmental and other conditions to be encountered and which might affect the construction, operation and maintenance of the Project. Applicant agrees that it enters into the Project relying on its own investigation and information and not on any statements or representations, if any, that have been made by the District, its officers, agents, consultants, or employees.

If Applicant or Applicant's professional engineers disagree with any part or portion of the Approved Plans for the Project, such disagreement shall be brought to the attention of the District for resolution prior to the construction of the Project. Nothing herein contained shall be construed to place any obligations on the District to modify, deviate or change its standards and specifications as a result of any disagreement or objection lodged by the Applicant.

19. Modification.

This Agreement can be modified only by a written agreement signed by both parties hereto.

20. Interpretation of Agreement.

This Agreement and the Approved Plans are intended to supplement one another. However, in the event of a conflict, the conflict shall be brought to the attention of the District's President, who shall have final authority to resolve any conflicts.

21. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Colorado. Jurisdiction and venue for any dispute between the parties related to or arising out of this Agreement shall be the District Court in and for Jefferson County, Colorado.

22. Assignment.

Applicant may not assign this Agreement without the express written consent of the District.

23. Colorado Government Immunity Act

The District is relying upon and does not waive or intend to waive by any provision of this Agreement, the monetary limitations of any rights, immunities, defenses or protections provided by the Colorado Governmental Immunity Act, § 24-10-101 *et seq.*, C.R.S.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year opposite their signatures.

APPLICANT:

By: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing was subscribed, sworn to and acknowledged before me this _____ day of _____, _____, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

APPROVALS BY DISTRICT

APPLEWOOD SANITATION DISTRICT

Approval of Application and Agreement: Date: _____
District Manager

Initial Acceptance of Project: Date: _____
District Manager

District Engineer

Final Acceptance of Project: Date: _____
District Manager

District Engineer

EXHIBIT A

Legal Description

ATTACHMENT A

Project	
Project Street Address:	
Applicant	
Applicant Name:	
Contact Name:	
Mailing Address:	
Phone Number:	
Contact Email:	
Project Manager	
Project Manager Name:	
Contact Name:	
Mailing Address:	
Phone Number:	
Contact Email:	
Billing Information – Accounts Payable	
Contact Name:	
Mailing Address:	
Phone Number:	
Contact Email:	

ATTACHMENT B

Date: _____

Applewood Sanitation District
P.O. Box 1109
Golden, Colorado 80402-1109

Re: Property Owner Authorization for Development Work

To Whom it May Concern:

I am the authorized signer of the fee owner of real property located at _____, with the legal description of the property attached as Exhibit A to the Application and Agreement for Extension of Mains. A copy of a current title commitment verifying the ownership of the real property is attached hereto as Attachment A. My mailing address is: _____.

I hereby authorize _____, a _____, to conduct development activity on my property. I specifically authorize the design and construction related activity for a sanitary sewer main extension and appurtenances, to be designed and constructed in accordance with Applewood Sanitation District specifications.

PROPERTY OWNER:

By: _____
Name/Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 202____
by _____, as _____, of _____.

Witness my hand and official seal.

My commission expires:

Notary Public

Attachment A to Owner Authorization
Title Commitment