

## WATER & SEWER MAIN EXTENSION CONTRACT

This CONTRACT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Taylorsville, hereinafter referred to as the "City" and Spencer County School System of Spencer County, Kentucky hereinafter referred to as the "Applicant".

~~Hereinafter reference to the "City" shall include its agents, servants or employees and reference to the "Applicant" shall include its agents, servants or employees.~~

Whereas, the applicant desires **water and/or sewer** service beyond the present limits or is insufficient to sustain additional demand of said infrastructure presently provided by the City for property which the applicant seeks water and/or sewer service for and in consideration thereof;

Whereas, the City will pursue a valid effort to consider the consent for a water and/or sewer main extension. In consideration of all extensions, all site plans and any other relevant information must be submitted to the "City" Engineer for design and thereafter be sent to the KYDOW for approval. Furthermore, in consideration of all water main extensions, the City of Taylorsville must be confident that the water main extension is feasible, practical, adheres to good operating practice, whereas the water main extension shall **not** affect the adequacy, quality, pressure or quantity of service to existing customers and it will not impair the existing water mains *and*, ---In consideration of all sewer main extensions whether gravity main or force main, the City of Taylorsville must be confident that the sewer main extension is feasible, practical, adheres to good operating practice, whereas the extension shall not create overflows of the existing sewer collection system including the sewer pump stations.

Now, therefore, it is agreed as follows:

1. The City will allow the applicant to lay the required infrastructure (water/sewer) and other related facilities, if any, to the location described set forth in and pursuant to the plans and specifications of the "City" as stated in Appendix I and/or designed plans.
2. The applicant agrees to obtain, prepare and record all easements or may request the City or an affiliate of the "City" to obtain, prepare and record easements, in either case all fees incurred shall be at the "Applicant's" expense. All easements shall be reviewed and approved by the City prior to recording. All right of ways, encroachments and permits, etc. required for the described installation shall be the responsibility of the "Applicant".

3. The applicant expressly agrees to furnish and pay for all materials, labor and fees required to complete the project for the water and/or sewer infrastructure upon the applicant's requests, including any cost to the City such as administrative, legal fees and the City's Engineering fees including design and construction observation. The applicant shall make payment in advance to the City in the amount of \$ 5000.00 as an estimated costs, with the understanding that if the actual cost is less than the amount of payment, the City will refund the difference to the applicant and if the actual cost exceeds the amount of payment, then the undersigned agrees to pay the difference to the City within 30 days of invoice for those fees. **In the event, expenditures exceeds the estimated cost of \$ 5000.00 and it is determined by the "City" and/or City engineer the project will continue more than 30 calendar days after the funds have been expended, "Applicant agrees to pay to the "City" additional funds in increments of \$1000.00. The City shall invoice the "Applicant" when additional funds are needed. No additional work shall be performed until funds are received.**

In the event the applicant fails to pay any amount that may be owed above the advanced payment within 30 days of the first invoice, the "Applicant" herein agrees and consents to the City placing a contractual lien against the real estate that is being developed or to the property the water and/or sewer infrastructure is installed or to be installed and further agrees to pay all costs associated with legal counseling, including but not limited to, the recording or releasing of contractual liens, attorney's fees, court costs in the event the City has to take legal action to collect the balance that is owed, etc.

4. All water and/or sewer infrastructure shall become the property of the City upon the completion and the acceptance by the city. Any & all private service facilities shall be the responsibility of the owner/developer.
5. The applicant agrees to warrant and maintain the water main and/or sewer line infrastructure and all material associated with such infrastructure for a period of one year from the date of completion and acceptance by the City. During the warranty period, the applicant will repair any leaks or damage in a timely manner, to minimize water loss and/or water contamination in addition, minimize any sewer contamination to the environment and to minimize inflow and infiltration. However, the applicant and/or contractor shall reimburse the City for any water loss and/or environmental harm/penalties created due to their breaks or leaks during the warranty period. If it becomes necessary for the City to repair a break or leak, the applicant agrees to reimburse the City for time, material and water loss and/or penalties or any other fees created due to break or leak.
6. All work performed by the applicant shall be performed in a good and workman like manner and all material furnished shall be of good quality and suitable for the purpose of which they are intended, according to the City's specifications and standards of the City, the City, at its option, having the right to inspect all work performed by the applicant at such time as the City deems appropriate and

Contract

necessary and no lines or other work shall be "covered up" until such inspection is performed by the City or its designee.

7. The applicant is not an agent, servant or employee of the City and the applicant shall be responsible for all accidents, injuries, or damages of any kind which may occur during performance of work caused by the applicant and the applicant herein agrees to indemnify and hold harmless the City regarding claims made, actions brought, or judgments entered against the City regarding work performed or maintained by the applicant, with the City having the right to compromise any such claim, cause of action, or judgment against it, and any such compromise shall not be a waiver of the applicants obligation to indemnify and hold harmless the City in regard to such claims, causes of actions or judgments.
8. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the respected parties.
9. This agreement is entered into pursuant to the Rules and Regulations of the City and the Words, Phrases, and Terms thereof are understood and interpreted in conformity with said Rules and Regulations, which are incorporated herein by reference.
10. The applicant will not have sole ownership of water main(s) and/or sewer line(s) and therefore any individual or other entity may at any time "tap on" to the water main and/or sewer line, subject to the Rules and Regulations of the City.
11. Time is to be of the essence in the performing of the terms and conditions of this agreement.
12. Applicants shall not construe this contract in any way to relieve them of any financial responsibilities to the City Of Taylorsville.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

ATTEST:

\_\_\_\_\_  
City Of Taylorsville

The following guidelines shall be discussed with project owner before any contracts are signed:

2. Upon the approval from Planning and Zoning and a recorded plat, applicant may apply for a Water and/or Sewer Main Extension at the Water Department/City of Taylorsville. The applicant, city designee, and witness must sign all contracts.
3. A \$5000.00 deposit will be required for water distribution, \$7500.00 deposit for water & sewer, \$10,000.00 deposit for water, sewer & drainage.
4. Plat will be given to City Engineer for design.
5. City Commissions and Mayor must approve water main and/or sewer line extension. This request will be made at the next available commissioner meeting.
6. City Engineer will provide a complete plat design to Public Works Director and Fire Chief for approval and notification of any changes.
7. City Engineer shall send final approved plat and required fees to the Division Of Water (DOW) for approval.
8. Upon receipt of the DOW approval project owner shall be notified of approval and copies of approved plat & approval letter shall be picked up at the City of Taylorsville Water Dept. (City Hall). City Engineer shall provide the appropriate plats and specifications to the city and project owner.
9. A pre-construction meeting will be scheduled by the City Engineer with the Fire Chief, Public Works Director and Project Owner/Contractor. Pre-construction meeting is to provide information from all parties to all parties to achieve a clear understanding of the expectations. Project may proceed after pre-construction meeting, unless unsolved issues remain.
10. Project Owner shall notify the City of Taylorsville Water Dept. 48 hours prior to starting construction.
11. City Engineer shall inspect all aspects of project (as specified prior to contract agreement). Engineer shall report to the project owner or contractor of any discrepancies to be corrected. Engineer shall report any changes of project to the Public Works Director before any changes shall occur.
12. After work has been performed the City Engineer with the project owner/contractor will arrange the pressure and/or vacuum test procedure. Pressure and/or vacuum test must pass and As-Built must be furnished to the City of Taylorsville Water by the project owner before BAC-T (bac-t excluded on sewer) testing will be performed.
13. A designee of the City of Taylorsville at the expense of the project owner shall perform BAC-T testing. The expense of the Bac-T test, water needed to flush line and service charges will be charged to the deposit.
14. Upon the notification of Bac-T test results, the water main may be placed into service.
15. A letter of acceptance shall be granted to the Project Owner and at this time the City of Taylorsville Water Department shall assume responsibility other than warranty of the water main and/or sewer line. Project Owner shall warrant water main and/or sewer line for a period of one year from date of acceptance.

*Thus*, the project owner and/or contractor including but not limited to, its agents, servants and employees shall hold harmless and indemnify the City Of Taylorsville, its agents, servants and employees in regard to any and all, but not limited to, claims, demands, judgments, damages, losses and/or expenses,

including Attorney’s fees and cost against the City Of Taylorsville as a result of the Developer or Property Owner or Contractor, its agents, servants, employees, contractors or sub-contractors which may arise directly or indirectly out of any or all of this agreement.

If the water and/or sewer extension project qualifies as part of the City of Taylorsville rebate program, the project owner shall submit copies of all invoices for expenses incurred for the project to the City of Taylorsville. Rebate program shall be followed according to Ordinance #141.

I acknowledge and understand the above guidelines and terms.

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**Project Name and Address**

\_\_\_\_\_

**Responsible Party of Project**

**Date**

CITY OF TAYLORSVILLE