



WATER

CITY OF ENGLEWOOD UTILITIES DEPARTMENT PUBLIC WATER SYSTEM CONNECTION APPLICATION

Date _____ IMS Project Number _____

Project Address _____

For permission to authorize _____, Developer/Owner ("Applicant"), to install public main and/or connect at Applicant's expense, to the City of Englewood's Water System as follows :

I, Applicant, hereby agree for myself, my heirs, executors, administrators, and assigns, to abide by the Rules and Regulations of the City of Englewood Utilities Department and any amendment thereof, and other applicable rules of laws governing the installation and use of said water system extension or connection.

Applicant

Date

Applicant's Signature

Title

If applicant is a business entity, only those who have proven their authority to sign may execute this application.

Acknowledged:

City of Englewood Utilities Department

Date

**CITY OF ENGLEWOOD UTILITIES DEPARTMENT
PUBLIC WATER SYSTEM CONNECTION APPLICATION**

Date _____

IMS Project Number _____

In consideration of the mutual promises herein contained, and the permission and authorization by the Englewood Utilities Department, hereinafter referred to as “Department” or “City” for _____, heirs, successors or assigns, hereinafter referred to as “Applicant”, to construct and install a water connection to the City of Englewood’s water system with the stipulations listed hereunder:

This Public Water System Connection Application must be signed by the Department and Applicant prior to any Utilities review of development plans or system capacity verification, other than preliminary reviews completed as part of a Development Review Team (DRT) meeting.

It is agreed that the said water system connection shall be connected to the existing system at the sole expense of the Applicant with such valves, tees, fire hydrants or other fittings thereto, as may be ordered or approved by the Department, upon the following terms and conditions:

1. Applicant agrees to promptly pay all relevant City fees as specified by each department (i.e. inspection charges, plan review fees, tap fees, etc.).
2. Included with this signed agreement, Applicant agrees to provide Englewood Utilities with a deposit for plan reviews as required by the City’s Fee Schedule. Reimbursement will be made if the plan review costs are less than the required deposit. Likewise, if the plan review exceeds the deposit, Applicant agrees to make additional payments and understands that City staff will not review plans without appropriate payment. If the deposit is provided with the Public Sanitary Sewer System Connection Application, an additional deposit is not required with the Public Water System Connection agreement.
3. The City of Englewood reserves the right to construct any further extension connecting to any water lines authorized by the Agreement as the Department may, from time to time, allow, order, or approve.
4. Any permit issued pursuant to this Agreement shall lapse and expire on the permit expiration dates as defined by the City during the permit application process.
5. All construction performed under this Agreement is subject to the following general conditions:
 - (a) The building permit must be approved by all City departments prior to any construction activities.
 - (b) Applicant shall call for and request construction inspection minimum three (3) business days in advance of commencement of actual construction. City inspectors must be invited to any utilities related pre-construction meetings. Inspector(s) must be notified at least seven (7) days prior to meeting(s).
 - (c) Applicant shall have a copy of applicable specifications and an APPROVED set of civil plans prior to commencement of actual construction.
 - (d) Applicant shall be responsible for establishing safety measures that meet OSHA and/or any other applicable regulatory standards to protect workmen and the public from any and all harm until construction is completed.

- (e) Applicant's construction shall be complete and as shown on APPROVED drawings. All construction shall be in accordance with current City Standards and Specifications.
 - (f) If existing valves fail to provide an effective shutdown of water mains or water main cannot be safely shut down at Utilities staff discretion, contractor will be required to purchase and install inserta-valves. The size and number of valves, as well as approved manufacturers, can be coordinated with Department staff.
 - (g) Contractor shall not operate existing valves on water mains. Only Department staff will operate valves, unless permission is granted by Department staff for the contractor to operate valves.
6. Applicant agrees to the following:
- (a) The Applicant shall provide the City with water demand information that will be used to run the City's hydraulic model. The hydraulic model will be used to verify existing and/or proposed infrastructure can provide sufficient fire/domestic flows and pressure for the development. The results of the model may indicate that water main upsizing is required. Upsizing may include, at a minimum, replacement of a length of pipe that satisfies hydraulic conditions and meets design standards, including upsizing to the nearest 6-inch main. City design standards do not permit 8-inch or larger main connections to 4-inch mains. If upsizing or replacement is required by the City, the Applicant is responsible for the design and construction of a new main conforming to design standards and approved by Department engineering staff. Under some circumstances and at the discretion of the City, the City may consider cost sharing. The City may require the Applicant sign a separate cost sharing agreement. At the Department's discretion, a new hydrant flow test or hydraulic model rerun may be required if the project is reviewed over a period of time where the original model results are deemed outdated, or the project water demands are revised.
 - (b) Applicant shall reimburse the City for costs associated with plan reviews, conducting required hydrant flow testing, verification of water system capacity, and communications/meetings with the Applicant or the Applicant's design/engineering team. Costs associated with these tasks will be deducted from the deposit provided by the developer as referenced by item (2) in this agreement.
 - (c) Applicant shall submit as-built drawings after construction is complete. As-builts are required prior to the issuance of a Certificate of Occupancy and must meet requirements specified in Englewood's water and/or sanitary sewer standards as well as contain all information from 6(i) below.
 - (d) Applicant shall adhere to Englewood City code.
 - (e) All plans and construction must comply with design standards and plan requirements as specified by the City. Applicant agrees that any construction will be in accordance with approved plans and any approved modifications or additions made thereto.
 - (f) Ownership of service lines or mains shall comply with City codes and design standards. Ownership may be determined on a case-by-case basis. Infrastructure that will be owned by the City shall be in public right-of-way or easements dedicated to the City. Easement dedication is the responsibility of the Applicant.
 - (g) Any easement dedication or vacation associated with Applicant's project shall be approved by the City of Englewood and finalized prior to the approval of a building permit.
 - (h) The operation and maintenance of private service lines or mains is the responsibility of the property owner.

- (i) Applicant is responsible for obtaining detailed utility locates of utilities within and adjacent to project area prior to the approval of a building permit. Preliminary design potholing or field confirmation of invert elevations is required for all locations where proposed utility infrastructure crosses existing infrastructure. Furthermore, field confirmation of existing water main locations and depth are required for proposed connections. Utility location information shall be provided on all civil drawing submittals. Civil construction drawings shall include, at a minimum, the locations of all utilities and vertical/horizontal separation between existing and proposed utilities. If Applicant is constructing infrastructure to be owned by the City, a subsurface utility engineering (SUE) plan is required and civil plans must meet SUE requirements as specified in Colorado Revised Statutes Title 9 Article 1.5.
- (j) There is a three-year warranty period for new water mains that will be owned by the City. For three years after the Certificate of Occupancy is issued, any defects found on the water main that will be City-owned shall be the responsibility of the Applicant to repair in a timely manner at the Applicant's expense. At the discretion of the Department, the Department may coordinate the repair and the Applicant shall be required to reimburse the City for the work. Applicant is not responsible for periodic or standard maintenance activities on publicly owned infrastructure during or after the warranty period.
- (k) Applicant shall hold the City harmless, defend, and indemnify the City, its successors, assigns, officers, employees, agents, and appointed and elected officials from and against all liability or damage and all claims or demands whatsoever in nature, unless caused by the negligent or intentional acts of the City and shall reimburse the City for all its reasonable expenses, as incurred, arising out of the installation, maintenance, operation or any other work or activity related to its construction and connection including, but not limited to, the actions of the Applicant, its employees, agents, contractors, related entities, successors and assigns, or the securing of and the exercise by the Applicant of the rights granted by this Agreement, including any third party claims, administrative hearings, and litigation.
- (l) The City is not required to provide water services to properties within Englewood City limits. If there are no mains fronting a property or existing mains cannot be connected to in accordance with design standards, Applicant shall be responsible for constructing new infrastructure or coordinating with an adjacent municipality for services.
- (m) Applicant may be required to conduct a water adequacy test prior to the issuance of a Certificate of Occupancy. All taps within a multi-story commercial or residential development shall meet plumbing code requirements

Applicant

Date

Applicant's Signature

Title

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Acknowledged:

Englewood Utilities

Date