



**WATER CONSTRUCTION CONTRACT
CONSTRUCTION BY APPLICANT
DESIGN BY APPLICANT**

STATE OF NORTH CAROLINA

MECKLENBURG COUNTY

EFFECTIVE: _____, 2022

Developer
APPLICANT

THIS CONTRACT, made and entered into this ___st day of _____, **2022**, between **Developer**, whose address is **Address**, hereinafter referred to as the "APPLICANT", and the CITY OF CHARLOTTE a municipal corporation of said County and State, hereinafter referred to as the "CITY":

WITNESSETH

THAT WHEREAS, the Applicant desires to construct and install suitable water mains to serve, **Developer**, located **Outside** the corporate boundaries of the City and such water mains to be constructed at the Applicant's own proper cost and expense;

WHEREAS, the Applicant has requested permission from the City to connect these certain water lines to the City's water distribution system, and water lines and location of connection to the City's system being more particularly described as follows:

NOW, THEREFORE, in consideration of the premises contained herein, the parties, hereby agree as follows:

1. The Applicant is hereby granted permission to connect only those certain water lines as hereinbefore described, at the certain location or locations as previously described herein. The permission so granted shall not be construed as granting permission for any additions or extension desired to be constructed by the Applicant or others; such additions or extensions shall require a separate and new agreement between the City and the parties desiring to make such additions or extensions.
2. All construction pertaining to water lines shall be performed by a licensed Utility Contractor. The Applicant agrees to furnish Charlotte Water with the name and license number as listed with the North Carolina Licensing Board, of the Utility Contractor who has been retained to construct the before described water system.
3. (a). The Applicant agrees to construct the water lines, including any appurtenant structures and equipment, according to the Plans and Profiles as approved by the Chief Engineer and in strict accordance with the current specifications and design criteria of Charlotte Water. The Applicant also agrees to furnish prior written notice to the Chief Engineer as to the exact date construction will begin, and further agrees to furnish the Chief Engineer every reasonable facility to ascertain whether or not the work as performed is in accordance with the specifications. It is understood and agreed that Inspectors employed by the City shall be stationed at the work to report as to the progress and performance of the work, and shall be authorized to inspect any part of the work done and any material furnished, including its preparation or manufacture. No water pipe or other appurtenance shall be placed except in the presence of the Chief Engineer or their authorized Inspectors without special permission of the Utility Director. Such Inspectors, however, shall not relieve the Applicant from any obligation to perform all of the work strictly in accordance with the Specifications. In case of any disputes arising as to the materials furnished or the manner of performing the work, the Chief Engineer shall have authority to reject materials or suspend work until the questions at issue can be referred to and decided by the Utility Director. It is further understood and agreed that the Applicant shall remove any work or materials condemned as unsatisfactory by the Chief Engineer and shall rebuild and replace same to the standard required by the specifications, all at his own expense and in default thereof, the same may be done by the City and the cost charged against the Applicant. Final connection to the City's water system will not be permitted until all work has been approved by the Chief Engineer.

- (b). The Utility Contractor shall at all times perform the work subject to this Contract in a safe and proper manner and in compliance with all applicable ordinances, statutes, rules and regulations concerning safety, including but not limited to, such applicable statutes, rules and regulations known as or issued pursuant to, the Occupational Safety and Health Act ("OSHA") (hereinafter "safety standards"). Without limiting the foregoing in any manner, safety standards concerning trenching and excavation are particularly important. The Applicant shall take such action as is reasonably necessary or convenient to require the Utility Contractor to comply with the safety standards in performing all aspects of the work subject to this Contract. If the Chief Engineer or their authorized Inspectors become aware of any violation of the safety standards or of any failure by the Applicant to require the Utility Contractor to comply with the safety standards, the Chief Engineer and their authorized Inspectors may, but shall not be obligated to, report such violation to the Utility Contractor, the Applicant and/or any regulatory agency. It is expressly understood and agreed that neither the City, its officers, employees or representatives have any obligation, duty or responsibility to inspect the work subject to this contract for compliance with this sub-paragraph nor to report violations of this sub-paragraph to the Utility Contractor, the Applicant and/or any regulatory agency.
4. The City shall own all facilities installed under this contract and shall collect all revenue for service rendered from said water mains at the rate set forth in the rules and regulations of Charlotte Water and ordinances of the City of Charlotte.
 5. Any connections, additions, or extensions to the herein described water lines shall be made only upon written permission of the City.
 6. The Applicant shall employ at his own proper cost and expense a Professional Engineer registered in North Carolina who shall design, lay out and supervise the construction of these certain water lines. Complete plans and profiles detailing all proposed construction and equipment must be approved by the Chief Engineer prior to beginning any construction. Said construction plans shall be prepared on City standard plan and profile paper as provided to the Applicant by Charlotte Water.
 7. The Applicant further agrees that upon approval of said Contractor and water plans by the Chief Engineer, the owner of said properties requesting water service shall guarantee the installation of the required water system. Upon completion of the water system as described, written notice thereof shall be given by the Applicant to the Chief Engineer, who shall cause a final inspection of the water system to be made and shall within thirty (30) days accept the system for the City, provided all stipulations of this contract have been met.

8. After completion of all construction, the Applicant shall furnish the original drawings of all construction plans, revised to show any and all revisions encountered during construction, to Charlotte Water marked "As-Built". The final plans shall show the actual condition in which the facility was physically constructed and/or installed. Further, the final plans shall show the correct location of the facility as it relates to easements, right-of-way lines, property lines, buildings, underground and/or overhead utility lines, roadways, railroads, and all other physical features that would have any effect or influence upon the constructed facility. The Professional Engineer employed to design the facility shall be responsible for the accuracy and completeness of the facility as shown on the final edition of the original construction plans. These original drawings shall become the property of the City.
9. It is understood and agreed that when the described water system is constructed according to the plans, specifications, and standards of Charlotte Water, said water system shall automatically become the property of the City of Charlotte without cost to the City, and without further agreement in connection therewith.
10. The Applicant, having constructed the aforesaid water system at his own proper cost and expense and outside the City's standard policy for water extensions, agrees to waive all claims for compensation or monies refundable for any capital facilities constructed.
11. Indemnification of the City. The Applicant will indemnify, hold harmless and keep harmless, the City and its officers, agents and employees from and against all claims, damages, losses and expenses - including attorney's fees - arising out of or resulting from the performance of the work pursuant to this contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and is caused in whole or in part by any negligent or willful act or omission of the APPLICANT, APPLICANT'S LICENSED UTILITY CONTRACTOR (S), AND ANY SUBCONTRACTOR (S) thereof or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the City or any of its agents or employees, by any employee of the APPLICANT, APPLICANT'S LICENSED UTILITY CONTRACTOR (S), AND ANY SUBCONTRACTOR (S) thereof, any directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the APPLICANT, APPLICANT'S LICENSED UTILITY CONTRACTOR (S), AND ANY SUBCONTRACTOR (S) thereof, under Workman's Compensation Acts, Disability Benefits Acts or other employee benefits acts.

Without limiting the foregoing, all of the provisions of Paragraph 11 shall apply without limitation to any claim or action in the nature of trespass, inverse condemnation, nuisance or similar claim or action for damage to real and/or personal property.

12. The APPLICANT agrees to begin construction of the herein described water main (s) within a period of 3 months and to complete construction, ready for City acceptance, within 12 months following City approval of this contract. If the construction of the water main (s) does not adhere to the above time schedule, then the City may, upon a 30 day written notice and Applicant's failure to complete same within said 30 days, terminate the following Paragraphs of this contract: 1, 2, 3, 6, 7, 8 and 9. The remaining provisions of this contract shall remain in full force and effect.

Upon termination of this contract under the provisions of this Paragraph, the APPLICANT agrees to the following:

1. The ownership rights of any and all water pipe and related accessories installed under this contract will automatically be transferred to the City free and clear of all liens and claims.
2. All easements and/or rights-of-way directly related to this contract will be transferred to the City in a form satisfactory to the City within thirty (30) days after termination of this contract under the provisions of this Paragraph.
3. The Applicant cannot transfer its rights under this contract without the written approval of the Chief Engineer.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, the day and year first above written.

THIS PROJECT IS CONTINGENT UPON THE COMPLETION OF CLT WATER JOB NUMBERS: N/A

Developer

ATTEST:

BY: _____

WITNESS

(PRINT NAME)

BY: _____

MANAGER

(PRINT NAME)

CITY OF CHARLOTTE, NORTH CAROLINA

ATTEST:

BY: _____

WITNESS

BY: _____

DIRECTOR
CHARLOTTE WATER