

PROJECT NAME _____

WATER LINE AGREEMENT NO.

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the City of Columbus, Ohio, acting by and through its Director of Public Utilities, Party of the First Part, hereinafter referred to as the City and _____, Party of the Second Part, hereinafter referred to as the Applicant, WITNESSETH:

WHEREAS, Section 1105.15 of the Columbus City Codes authorizes this agreement and establishes the conditions under which water lines may be constructed: now therefore,

Permission is hereby granted to the Applicant to construct, at their own cost and expense,

<u>Footage</u>	<u>Size</u>	<u>Description</u>
_____	_____	D.I. Water Pipe and Appurtenances
_____	_____	D.I. Water Pipe and Appurtenances
_____	_____	D.I. Water Pipe and Appurtenances
_____	_____	D.I. Water Pipe and Appurtenances

connecting to the Columbus Water Distribution system in accordance with the approved specifications and standards of construction for the construction of water lines currently in force and in accordance with plans approved by the Division of Water and marked:

File No. _____ Dr. E No. _____ and dated _____ in consideration of which it is understood and agreed,

- a. The City of Columbus, Division of Water (will) or (will not) participate in the cost of materials only for the installation of water line mentioned in above plan. (For future reference, Ordinance # _____)**
- b. That the design, construction, operation, ownership, maintenance, eventual dedication, and all other matters arising as a result of the design and construction of said water line shall be carried out in full accordance with the provisions of Section 1105.15 of the Columbus City Codes which section is by reference hereby made a part of this agreement to the same extent as if rewritten herein in its entirety.**
- c. That the permission herein granted the Applicant includes the right to construct such portion of the said water line as may extend under the paved part of any public street, avenue, road, alley, or other public place or easement pursuant to the approved plans and specifications.**

d. That when any work in connection with the construction of any portion of the water line is to be done by the City, the applicant shall make a deposit equal to the total estimated cost of the work. This estimate shall be made by the Administrator of the Division of Water and shall include all labor, materials, and inspection fees connected with the work.

Estimated Costs \$ _____ For Inspection
\$ _____ For Construction
\$ _____ Total Estimated Cost

e. That in the event the actual cost of any of the work to be performed by the City exceeds the sum deposited, the Applicant shall, upon demand, pay to the City the difference between the sum so deposited and the actual cost of the work.

f. That in the event the cost of the work performed by the City is less than the sum deposited, the City shall refund, to the Applicant, the difference between the sum so deposited and the actual cost of the work.

g. That the Applicant shall save the City free and harmless from any and all damages or claims for damages which may arise or grow out of the construction of said water line and shall defend, at his own cost and expense, any and all suits for the recovery of damages arising or growing out of the construction of the water line and which may be brought or prosecuted against the City.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and executed this agreement, in duplicate, on the date and year first above written.

THE CITY OF COLUMBUS, OHIO

THE APPLICANT

By: _____
Director of Public Utilities
John R. Doutt, P.E.

Name of Company or Partnership

Address

City, State, Zip

By: _____
Officer or Partner of Company