

**GWINNETT COUNTY DEPARTMENT OF WATER RESOURCES
GWINNETT COUNTY, GEORGIA**

OWNER AND DEVELOPER AGREEMENT – WATER MAIN INSTALLATION

This AGREEMENT, made this _____ day of _____, _____ (yr.) by and between _____, hereinafter referred to as “OWNER and/or DEVELOPER” of the property described on plat titled: _____ (project name), prepared by _____, dated _____, in Land Lot no. _____ of the _____ District, Gwinnett County, Georgia and GWINNETT COUNTY DEPARTMENT OF WATER RESOURCES, hereinafter referred to as “COUNTY”.

WITNESSETH, that for, and in consideration of the mutual covenants herein contained, it is agreed as follows:

- 1.) The OWNER and/or DEVELOPER agree that all water main installations and/or corrective actions will be performed only by a contractor on the County’s “Approved Contractors List”. The Owner and/or Developer further agree that they or their Contractor(s) shall maintain the installed water mains and appurtenances for a period of one (1) year from the date of FINAL approval by correcting all defects or deficiencies in materials and workmanship. Owner and/or Developer assume all liability associated with any defects in either construction practices or materials used during the warranty period, including cost-recovery for any repairs facilitated by Gwinnett County Department of Water Resources made necessary by defects that resulted in loss of customer service. The Owner and/or Developer further agree that the warranty period shall be extended an additional four (4) years when the defects are a direct result of the installation of non-specified materials or the application of non-specified construction practices or methods. The Owner and/or Developer hereby indemnify the County for any loss or claim arising from said installation due to the negligence of Owner and/or Developer, its Contractor(s), their agents, or employees.
- 2.) The County shall have full authority to inspect, test, accept, or reject all water mains laid within said Development, and to withhold water service until the installation is accepted for use. Failure of the County to discover, during installation, defects in the Contractor’s methods of installation, use of non-specified materials, or defects in the installed materials shall not relieve the Owner and/or Developer of responsibility for the proper and expeditious correction of subsequently observed defects as noted above, subject to the warranty period stipulations.
- 3.) Absolute title to said installed water mains and appurtenances, as shown on the above referenced plat, where said water mains are installed pursuant to this Agreement are hereby bargained, sold and conveyed to Gwinnett County, Georgia, by the Owner and/or Developer for the sum of \$1.00.
- 4.) Absolute title to said easements for the installation and maintenance of said mains as shown on the above referenced plat, pursuant to this Agreement are hereby bargained, sold and conveyed to Gwinnett County Water & Sewerage Authority, by the Owner and/or Developer for the sum of \$1.00.
- 5.) The Owner and/or Developer agrees to comply with the Gwinnett County Department of Water Resources Specifications entitled “Water Main, February, 1998”, and all subsequent revisions thereof relating to the installation of water mains and appurtenances, and agrees to install all water mains and appurtenances in full accordance with said specifications.
- 6.) Owner and/or Developer agrees, should water mains be installed prior to the installation of concrete curbs and gutters, to accept full responsibility for all required corrective actions which may be required by the County should the installed water mains and appurtenances not be in the correct horizontal and vertical location within the right-of-way following installation of the concrete curbs and gutters as required by the County’s construction plans and installation specifications. It is further agreed that the County may withhold water service and/or plat/project approval until all required corrective measure have been completed to its satisfaction.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the day and year first above written.

Owner and/or Developer (Signature)

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Notary Public

Printed Name

Title

Telephone

FOR OFFICE USE ONLY:

GWINNETT COUNTY DEPARTMENT OF WATER RESOURCES

By: _____ Title: _____ Date: _____