

AGREEMENT FOR PROPOSED DEVELOPMENT

This Development Agreement (hereinafter “Agreement”) is made and entered into on this ____ day of _____, 20__, by and between the Harriman Utility Board, Harriman, Roane County, Tennessee, a municipally-owned utility board established under the laws of the State of Tennessee, with its office and principal place of business in Harriman, Roane County, Tennessee (hereinafter “HUB”), and _____ (hereinafter the “Developer”), a corporation whose office and principal place of business in _____ (City), _____ County, _____ (State).

WITNESSETH WHEREAS, Developer desires to establish a development, within the boundary of HUB, known and to be known as _____ (“Development”), and WHEREAS, in order that the Development may receive water and/or wastewater service from HUB and in order for the water and/or wastewater system(s) installed within the Development to be fully integrated into HUB and in order for the system(s) to function satisfactorily, HUB and the Developer do contract and agree as follows:

Article 1 – System Design

Design of the water and/or wastewater systems within the Development shall be done by an engineer, licensed to practice in the State of Tennessee. The design shall conform with the State of Tennessee design criteria for construction of water and wastewater systems. The specifications for systems installed in HUB’s service area shall be those of HUB and approved by the Tennessee Department of Environment and Conservation (“TDEC”). Where HUB requirements are more stringent than those of TDEC, HUB requirements shall govern. HUB shall, to the best of its ability, provide all information about existing water and wastewater lines that interface with the Development.

Article 2 – Review of Plans

When design of the Development’s water and wastewater system is complete, either in total or by phase, the Developer shall submit to HUB, for review and approval, three (3) sets of prints of the water and wastewater system. Each submittal shall be separate. HUB shall review and return the plans to the Developer. A review fee will be charged to the Developer for each subdivision in total or by phase (if applicable) in accordance with the following schedule:

Water OR Wastewater	
0-50 Lots	\$150.00 each subdivision/phase
51-100 Lots	\$175.00 each subdivision/phase
101-500 Lots	\$225.00 each subdivision/phase
Over 500 Lots	\$300.00 each subdivision/phase
Water AND Wastewater	
0-50 Lots	\$225.00 each subdivision/phase
51-100 Lots	\$250.00 each subdivision/phase
101-500 Lots	\$400.00 each subdivision/phase
Over 500 Lots	\$500.00 each subdivision/phase

Developer shall make any revisions required by HUB and resubmit. Once the plans are deemed acceptable by HUB, a representative of HUB will sign the plans and the Developer shall submit them to TDEC for approval.

Article 3 – Review of Materials

Before beginning construction, the Developer shall submit to HUB, for review and approval, three (3) copies of submittals (shop drawings) for all materials to be used in the construction of the water and wastewater systems. HUB will return two (2) copies of the reviewed specification submittals to the Developer. Material data approved for use in construction shall be stamped “Approved.” Material data not approved for use in construction shall be stamped “Not Approved.”

Article 4 – Contractor Approval

The Developer must submit to HUB, for review and approval, the Developer’s choice of utility contractor. Water and wastewater lines must be installed by a contractor currently licensed by the State of Tennessee to install municipal utilities. Approval of the utility contractor by HUB will be based upon verification of utility license and contractor’s prior performance. The utility contractor shall not begin work without the approval of HUB.

Article 5 – Construction

No construction shall occur until State approval is obtained and HUB approves this Agreement. During construction, HUB shall provide on-site inspections as HUB deems necessary. HUB shall present to the design engineer and/or Developer any perceived deviations from submitted plans, materials submitted, or acceptable construction methods. If disagreements concerning methods or materials used occur, HUB may issue a stop-work order until the disagreements are resolved. During construction, the design engineer shall perform on-site inspection to ensure that all work is being performed in accordance with HUB’s specification.

Article 6 – Tests

When construction of the water/wastewater system is complete, tests and observations shall be performed, as described in HUB specifications.

Article 7 – System Warranty

When all requirements, including but not limited to, testing and as-built drawing submissions, are successfully completed, at Developer’s request, HUB shall furnish a letter of verification for the tests that also establishes a date for the beginning of the warranty period of one (1) year. The Developer hereby assumes full responsibility for all defects in materials and workmanship of the water/wastewater system for the warranty period.

Article 8 – Maps

Developer shall provide to HUB a copy of the final plat of the subject development that has been recorded with the appropriate county or municipality. All plat maps that are issued for sales purposes or that are recorded with the corresponding governing county or municipality shall carry the following statement:

A fifteen-foot (15') utility easement exists seven and one-half feet (7½') either side of all water and wastewater lines as installed. Water and wastewater lines shall be depicted on both public rights-of-way and plat map for the project.

Article 9 – As-Built Drawings

When the water/wastewater system is complete, Developer shall instruct the design engineer to prepare and submit to HUB as-built drawings of the water/wastewater system within 15 days from the date of acceptance of the construction letter written by HUB. As-builts shall consist of two (2) paper copies (to scale) and one electronic copy in PDF format.

As-built drawing requirements are as follows:

Water:

- (1) As-built drawings shall show the location of mains, blowoffs, valves, ARVs, hydrants, reducers, tees, meters, etc.
- (2) All valves, hydrants, ARVs, blowoffs and meters shall be located by measurements taken from two (2) separate, easily identifiable, stationary, physically observable, points. All measurements should be taken from manholes, power poles, electric vaults, telephone pedestals, buildings, etc. Reference points should not include trees, shrubs, or other living organisms or other objects which are subject to change in size or shape. Property corner pins may be used if no other reference point is available. GPS coordinates and/or other salient features will be acceptable. Any deviation from this concept will result in rejection of as-built drawings unless a variance has been obtained, in writing, from HUB.
- (3) If a main is dead ended, there should be a blowoff with its location shown by measurement from easily identifiable points.
- (4) HUB will not accept as-built maps showing complete and incomplete portions of a development on the same sheet unless the incomplete portions are labeled as such and a separate as-built is submitted at the time that portion is completed.
- (5) Lot numbers and block numbers must be shown. Road names are to be recorded (not Road A, Road B, etc.).

Wastewater:

- (1) Plan and profile of wastewater lines must be shown. Plans should show location of manholes, station number of manholes, and invert and top elevations of manholes.
- (2) WYEs or service connections should be drawn on the plan and shall be assigned a station number or be shown as a distance from the nearest downstream manhole. Any service line laid out of a WYE shall be shown and the length of the service line shall be shown. GPS coordinates and/or other salient features will be acceptable.
- (3) Profile of wastewater mains shall show ground contours, manhole locations, station numbers, invert and top elevations of manholes, and grade of wastewater mains.
- (4) Lot numbers and block letters must be shown. Road names are to be recorded, not Road A, Road B, etc.

HUB shall review the as-built drawings for content and perform a final inspection of the Development to determine the correctness of the as-built drawings. HUB will notify the design engineer and/or contractor, in writing, of any discrepancies or required changes.

Article 10 – Affidavit of Cost

The Developer shall provide to HUB, in a form satisfactory to HUB, a sworn statement depicting the total cost of design and construction of the system(s) and that these have been paid in full.

Article 11 – Transfer of Ownership

Within 60 days from the date of acceptance of the construction by HUB (as evidenced by the satisfactory completion of all requirements herein, including, but not limited to, the testing, the warranty letter, and the acceptance and approval of the as-builts), the Developer shall provide to HUB, in a form satisfactory to HUB, document(s) transferring title and ownership to HUB of all water and/or wastewater lines and appurtenances and easements dedicated to such lines and appurtenances free and clear of any encumbrance or mortgage. It is understood and agreed that any existing encumbrance or mortgage on any easement transferred to HUB shall be subordinated to the easement interest of HUB.

Article 12 – Service to the Development

It is agreed by the Developer that until all conditions and tests set forth in this Agreement have been successfully completed and that until all documents referred to herein (*e.g.*, Agreement, final plat, as-built drawings, affidavit of costs, transfer of ownership) have been delivered to HUB, in a form satisfactory to HUB, HUB shall not set water meters, locate wastewater services, inspect service lines, perform maintenance or otherwise provide any services to the Development.

Article 13 – Indemnity

Developer expressly agrees to defend, indemnify, and hold harmless HUB and its Board Members, officers, agents, and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, accruing or resulting to any and all contractors, subcontractors, material suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Developer in the performance of this Agreement. The Developer shall provide necessary worker's compensation insurance at the Developer's own cost and expense.

Further, Developer agrees to defend, indemnify, and hold harmless HUB and its Board Members, officers, agents, and employees from any and all claims for injury or damage to any persons or property claims relating to the Development, including but not limited to claims caused by the Developer's construction in, on, or in the vicinity of any of HUB's assets. For the purposes of this section, HUB's assets shall include, but not be limited to manholes, wet wells, or pipelines. The Developer shall hold HUB and its Board Members, officers, agents, and employees harmless and indemnify HUB and its Board Members, officers, agents, and employees against any and all issues arising out of a failure of the Developer to maintain any and all safety protocols, including but not limited to OSHA and TOSHA regulations, at the Development site, or any work related thereto, by the Developer, including all agents, employees, contractors, or subcontractors.

Article 14 – Independent Contractor Relationship

Developer is an independent contractor and not an employee of HUB. Developer expressly warrants that it will not represent that it is an employee, servant, or agent of HUB, and shall not be considered an employee of HUB for any purpose. Furthermore, absolutely nothing contained herein shall be construed for any purpose as the creation of a joint venture between Developer and HUB. The Developer bares the sole responsibility for the Development in accordance with HUB guidelines, rules and regulations, and State and Federal law.

Article 15 – Compliance with the Law

Developer warrants that the services and/or materials and goods provided shall be in strict conformity with all applicable local, state, and federal laws. Developer agrees to indemnify and hold HUB harmless from and against any loss, costs, claim, liability, damage, or expense, including attorneys' fees, that may be sustained because of Developer's breach of this warranty.

Developer further agrees that the Developer, including all agents, employees, contractors, and subcontractors, shall at all times be in compliance with any and all federal, state, and local laws and regulations, including but not limited to OSHA and TOSHA regulations, related to the Developer's work at the Development (including but not limited to manholes, wet wells, pipelines, and traffic controls).

Article 16 – Right-of-Way Permit

A right-of-way permit may be obtained by HUB, in HUB's name, on behalf of the Developer ("Right-of-Way Permit"). Developer assumes all responsibilities required under any Right-of-Way Permit. Developer agrees to address and repair any and all issues that may arise related to a Right-of-Way Permit. Further, Developer agrees to indemnify and hold HUB harmless for any issues that may arise related to a Right-of-Way Permit.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in multiple originals by persons properly authorized so to do on or as of the day and year first above given.

UTILITY BOARD:

HARRIMAN UTILITY BOARD

DEVELOPER:

BY: _____

BY: _____

PRINTED NAME: _____

PRINTED NAME: _____

TITLE: _____

TITLE: _____

Mailing Address:

P.O. Box 434

Harriman, TN 37748

Phone: 865-882-3232

Fax: 865-882-

Mailing Address:

Phone: _____

Fax: _____