

**HENRY COUNTY WATER AUTHORITY
DEVELOPMENT CHECK LIST**

NAME OF PROJECT: _____ PHASE: _____

PROJECT NO.: _____ PRECON: _____

(PLEASE NOTE: HCWA WILL NOT APPROVE FINAL PLAT OR RELEASE DEVELOPMENT
FOR CERTIFICATE OF OCCUPANCY UNTIL WE RECEIVE THE FOLLOWING.)

_____ OFF-SITE EASEMENTS, IF APPLICABLE

_____ STATE/COUNTY DOT PERMIT, IF APPLICABLE

_____ CONVEYANCES TO HCWA FORM (IF APPLICABLE, EXHIBIT "A" PLAT) **(D)**

_____ CONTRIBUTION OF FIXED ASSETS FORM **(D)**
(Material & labor assets conveyed to HCWA.)

_____ LIEN WAIVER **(C)**
(Form is not located in this package and must be obtained from your material supplier. i.e. Hughes, Consolidated Pipeline, etc.)

_____ AFFIDAVIT OF OWNER **(D)**
(States that all materials, taxes & labor have been paid.)

_____ AFFIDAVIT OF UTILITY CONTRACTOR **(C)**
(States that all materials, taxes & labor have been paid.)

_____ 2 YR. LETTER OF CREDIT, BOND, OR ESCROW AGREEMENT **(D)**
(10 % of labor & materials.)

_____ 2 HARD COPIES OF **WATER AND/OR SEWER AS-BUILTS**, STAMPED BY P.E. OR R.L.S. **(D)**
(Water & sewer must be separated.)

_____ 1 HARD COPY OF **FINAL PLAT**, APPROVED BY HCBOC **(D)**

_____ DIGITAL COPY OF **WATER AND/OR SEWER AS-BUILTS** **(D)**
(Water/Sewer as-builts & final plat must be approved.)

_____ AS-BUILTS CHECKED AND SIGNED BY HCWA INSPECTOR & PLAN REVIEW

_____ SEWERLINE VIDEO INSPECTION REPORT **(C) OR (D)**

_____ TOTAL COLIFORM ANALYSIS
(Water test results from HCWA lab.)

_____ IMPACT FEES PAID

_____ BACKFLOW TEST REPORT(S)

_____ **CHECK PAYABLE TO HCWA (\$65) (D)**
- **RECORDING FEES (\$15)**
- **COLIFORM ANALYSIS (\$50)**

_____ FIELD CORRECTIONS **(D)**

_____ TAP _____ **(D)**

(D) Denotes developer's responsibility
(C) Denotes contractor's responsibility

BANK LETTERHEAD

Date

Lindy D. Farmer, Jr., General Manager
Henry County Water Authority
1695 Highway 20, West
McDonough, GA 30253

Re: (Project Number and/or Name of Development)

Dear Mr. Farmer:

We hereby establish an irrevocable letter of credit in favor of the Henry County Water Authority on behalf of (insert the name of the party dedicating water or sewer lines and appurtenances thereto to the Authority) in the amount of \$_____ (ten (10%) per cent of the cost of labor and material for water and sewer lines installed). This letter of credit will expire 2 years from the date hereof.

The purpose of this letter of credit is to guarantee payment of any labor or material incurred by the Authority in repairing or maintaining the water or sewer lines and appurtenances thereto that have been constructed at the above stated location.

Public Improvements: (Check all that apply)

- Fireline Meter/Vault & Appurtenances
- Water Distribution System & Appurtenances
- Sanitary Sewer Collections & Appurtenances

You may draw upon this letter of credit to the amount set forth above upon presentment at the bank of the following:

1. A bill for the labor and/or materials incurred by the Authority for the repair or maintenance of said facilities;
2. Your draft or drafts at sight on this bank for the amount of the bill;
3. A copy of this letter of credit.

This letter of credit shall be non-assignable and non-transferable and the proceeds shall be non-assignable and non-transferable.

This letter of credit shall be governed by the laws of the State of Georgia. We hereby agree with you that the drafts drawn under and in compliance with this letter of credit shall be duly honored upon due presentment to this bank.

Sincerely,

Maintenance Bond

Name of Development: _____ Phase: _____

Project No. _____ Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ as principal, hereinafter called Contractor, and _____, as Surety, hereinafter called Surety, are held and firmly bound unto Henry County Water Authority, 1695 Hwy. 20 West, McDonough, GA 30253, as Obligee, hereinafter called Owner, in the penal sum of _____ for payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, joint and severally, firmly by these presents.

WHEREAS, Contractor has constructed various public improvements per approved construction plans: The purpose of this maintenance bond is to guarantee payment of any labor or material incurred by the Authority in repairing or maintaining the water or sewer lines and appurtenances thereto that have been constructed at the above stated location.

- Public Improvements: (Check all that apply)
- Fireline Meter/Vault & Appurtenances
 - Water Distribution System & Appurtenances
 - Sanitary Sewer Collections & Appurtenances

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall remedy any defects due to faulty materials or workmanship, and pay for any damage to other work resulting therefrom, which shall appear within a period of Two (2) years from the date of substantial completion of the work provided for in the Plans, then this obligation to be void; otherwise remain in full force and effect.

PROVIDED, HOWEVER, that Owner shall give Contractor and Surety notice of observed defects with reasonable promptness.

SIGNED and sealed this _____ day of _____.

In the presence of:

_____ Principal (Seal)

_____ By: _____ Title

_____ Surety

_____ By: _____ Title

STATE OF GEORGIA
COUNTY OF HENRY

Project Name: _____
Project Number: _____

AGREEMENT

This Agreement made and entered into this _____ day of _____, 20____ by and between the Henry County Water Authority (hereinafter, the “Authority”) and _____ (hereinafter, the “Developer”).

WITNESSES

WHEREAS, the Developer was required to post a letter of credit or surety bond in the amount of \$_____ for a period of two years from the date hereof; and

WHEREAS, the Developer has requested that the Authority allow the Developer to deposit with the Authority the sum of \$_____ as a substitute for said letter of credit or surety bond;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stated it is agreed as follows:

1. That the Authority does hereby accept the sum of \$ _____ as substitute security for the letter of credit or surety bond to secure the performance and the payment of any unpaid debts.
2. In the performance of the duties hereunder, the Authority shall not incur any liability to Developer for any damages, losses or expenses, and it shall accordingly not incur any liability with respect to any action taken or committed in reliance upon any instrument provided for herein.
3. Developer does hereby authorize the Authority to invest said funds in any manner that it deems to be appropriated, and further authorizes the Authority to retain all income earned off said investments to pay for its costs of administering said funds.
4. Developer does hereby authorize the Authority to apply said funds as authorized under the terms of this Agreement.

5. The Developer is bound for the full performance of this Agreement including without exception all of its terms and conditions, both express and implied, and, without limitation, specifically including but not limited to Developer's obligation to pay for labor, materials, machinery, equipment and insurance provided.
6. Developer shall promptly make payments of all taxes, licenses, assessments, contributions, penalties, and interest thereon, when, and if, the same may be lawfully due the State of Georgia or any County, Municipality, or political subdivision thereof by reason of and directly connected with the performance of the contract, or any part thereof.
7. Upon default and termination of this Agreement, the Authority may proceed itself, or through others acting on its behalf, to complete full performance of the Contract including, without limitation, correction of defective and nonconforming work performed by or on behalf of the Developer.
8. The Developer hereby authorizes the Authority to distribute to itself such funds that are expended by the Authority to complete or repair any project; to reimburse itself for any cost, expenses, attorney's fees and court costs that it incurs in defending any suit filed by the Developer against the Authority; to pay any costs, legal fees or expenses that are incurred as a result of any suit filed by any third-party against the Developer in which the Authority is named as a party therein; to pay all costs, including but not limited to attorney's fees, court costs, expert witness fees, litigation expenses, and any other cost incurred by the Authority in the enforcement of this Agreement; and to pay any claim for labor or material that was expended on any of the projects under the terms of this Agreement.
9. Upon the expiration of the two-year warranty period, and by the Developer delivering to the Authority all documents required by the Authority to verify that all labor incurred by the Developer in the construction or repair of any projects assigned to it have been paid in full, the Authority shall reimburse to the Developer the balance of the funds due under this Agreement.

10. Any notice required to be given under the terms of this Agreement shall be deemed to have been given on the date the same is hand-delivered to the parties of this document, deposited in the United States mail to the addresses hereinafter stated with sufficient postage affixed thereto to insure delivery or sent by Certified Mail, Return Receipt Requested.
11. This Agreement is non-assignable and non-transferable.
12. The laws of the State of Georgia shall govern the interpretation, the validity and enforcement ability of this Agreement.
13. This Agreement shall inure to the sole and exclusive benefit of the Authority. No other party, person or entity shall have any rights against the Authority hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

HENRY COUNTY WATER AUTHORITY

By: _____
 Title: _____

Attest: _____ (SEAL)
 Notary Public

DEVELOPER

NAME: _____

By: _____
 Title: _____

(Corporate Seal)

By: _____
 Title: _____

Attest: _____ (SEAL)
 Notary Public

STATE OF GEORGIA,
HENRY COUNTY

CORPORATE OWNER'S AFFIDAVIT

PERSONALLY APPEARED before the undersigned authority of _____ of _____, who, being first duly sworn, deposed on oath, says as follows:

1. That the above-named corporation is the owner of a certain tract of land located in Henry County, Georgia, known and designated as Land Lot _____, District _____, Henry County, Georgia

_____ (name of development, if applicable) hereinafter called "Project".

2. That said Corporation has recently completed the following improvements: () WATER () SEWER

3. That Affiant has full and official knowledge of all the debts and obligations incurred for labor and materials which have entered into or become a part of said Project.

4. That Affiant further says all debts and obligations incurred for labor and materials for said Project have been fully and completely paid and discharged in good and lawful money of the United States of America.

5. That Affiant further says that all Georgia Sales and Use Tax (if applicable) has been paid fully and completely in good and lawful money of the United States of America.

6. That Affiant further says that there are no suits, claims, or liens, prospective or otherwise, in consequence of the construction of said Project.

7. That Affiant further says that the Contractor has been paid in full in good and lawful money of the United States of America for all sums due Contractor by Owner.

IN WITNESS WHEREOF, Affiant has hereto set his/her hand and seal this _____ day of _____, 20__.

_____(L.S.)
Owner's Signature

Signed, sealed and delivered in presence of:

Notary public
My commission expires _____

STATE OF GEORGIA
COUNTY OF HENRY

CORPORATE UTILITY CONTRACTOR'S AFFIDAVIT

PERSONALLY APPEARED before the undersigned authority

_____, _____ of
(name of individual) (corporate office held)

_____, who, being first
(name of corporation)

duly sworn, deposed on oath, says as follows:

1. That Corporation has recently completed improvements on the property of

(owner of property upon which improvements were made)

located in Land Lot _____ of the _____ District, Henry County, Georgia, under contract with the owner of said property.

2. That Corporation has been paid the full contract price of said improvements.

3. That all bills for labor and materials conveyed to HCWA have been paid in full in the amount of _____. *(Amount should match Contribution of Fixed Assets form.)*

4. That no person has any claim or lien by reason of said improvements except as follows:

- NONE AS TO THE WATER SYSTEM
- NONE AS TO THE SEWER SYSTEM

5. That this Affidavit is made to induce the Henry County Water Authority to accept the improvements constructed by said Corporation.

IN WITNESS WHEREOF, Affiant has hereto set his/her hand and seal this _____ day of _____, 20__.

Contractor's Signature (L.S.)

Signed, sealed and delivered in presence of:

Notary public
My commission expires _____

Return To:
Allan Branan
Henry County Water Authority
1695 Highway 20 West
McDonough, Georgia 30253

PROJECT NAME: _____

PROJECT NUMBER: _____

STATE OF GEORGIA
COUNTY OF HENRY

CONVEYANCE(S) TO HENRY COUNTY WATER AUTHORITY

FOR AND IN CONSIDERATION OF THE SUM OF ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid, the receipt of which is hereby acknowledged, the undersigned (hereinafter called "Grantor[s]") do/does hereby give, grant and convey to the HENRY COUNTY WATER AUTHORITY, an Authority created under the laws of the State of Georgia, its successors and assigns (all hereinafter referred to as "Authority"), the easements described in Paragraph 1 below and the items checked under Paragraph II below:

I. EASEMENT(S)

Easement(s) area shown on Exhibit "A" is/are located in Land Lot(s) _____ of the _____ District(s), Henry County, Georgia, and the description(s) of said easement(s) area, as shown on Exhibit "A" attached, are hereby incorporated herein and made a part hereof by reference, together with the following:

- (1) A permanent and uninterrupted easement, use, liberty and privilege of a right of way in, on, under and through the property of the undersigned for the purposes of constructing, maintaining, and operating a line or lines of water/sewer, including all appurtenant structures, as a part of the water/sewer system of said Authority in the Easement area as described on Exhibit "A" attached hereto and in the right of way granted to Henry County;
- (2) A permanent easement and right to inspect, repair, keep up, replace, maintain, and operate said line or lines and appurtenances of water/sewer pipe in and through the easement area shown on Exhibit "A" attached and the right of way granted to Henry County;
- (3) A permanent easement to lay an additional line or lines of water/sewer pipe and appurtenances thereto, from time to time, in, on, under and through the Easement area described on Exhibit "A" attached and the right of way granted to Henry County;
- (4) A permanent easement and right of ingress and egress over and across the Easement area described on Exhibit "A" attached hereto and the Grantor(s)'s remaining property to the extent necessary to construct, install, inspect, repair, keep up, replace, maintain, and operate said line or lines of water/sewer pipe;
- (5) Additional permanent easements of areas 20ft. in width lying between the easement area shown on Exhibit "A" attached hereto and the nearest property line of the Grantor for extending a gravity flow sewer line to each adjoining property owner;
- (6) Also, if not shown on Exhibit "A", a permanent, unencumbered and uninterrupted easement of ten (10) feet on each side of the water meter vault installed;
- (7) Additional temporary construction easement(s) during all periods of construction and maintenance as described on Exhibit "A" attached hereto.

II **CONVEYANCE(S)**

Conveyance of Constructed Asset(s) described as follows:

- Commercial / Industrial Water Meter, Vault & Appurtenances
- Sanitary Sewer Collection lines & Appurtenances
- Sanitary Sewer Pumping Station & Appurtenances
- Waterline Distribution System & Appurtenances

III **WARRANTIES**

With reference to the above-described assets, the Grantor(s) hereby warrant(s) to the Authority the following:

- (1) That the materials used in the construction of the water/sewer line or lines and appurtenances thereto are located on the easement area described in Exhibit "A" hereto or on right of way granted to Henry County.
- (2) That all work performed and materials used in the construction of the water/sewer line(s) and appurtenances thereto were performed and installed in accordance with all applicable laws, rules, regulations, and ordinances of the Authority, Henry County, the State of Georgia, and the United States of America.
- (3) The title to said materials and appurtenances.
- (4) That all bills for labor and materials for said assets have been paid in full.
- (5) For a period of two (2) years from the date hereof, all labor, material, and work performed in the construction of the water/sewer system as described above.
- (6) That Grantor(s) has posted such security as required by the Authority to ensure compliance with all warranties.
- (7) To forever defend the right, title, and interest to the property and the rights conveyed unto the Authority against the lawful claims of all persons whomsoever.

IV **WAIVER**

The Grantor(s) waive(s) for his/her/their/its heirs, successors and assigns, all right to any further compensation or claim for damages due to previous, existing and additional construction, installation, inspection, repair, upkeep, replacing, maintaining, and operating of the water/sewer line or lines and appurtenances thereto, or the use of Grantor(s) property as herein stated.

Warranties and waivers contained herein shall be binding upon the Grantor(s), for himself/ herself/itself, his/hers/theirs/its heirs, personal representative(s), executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the undersigned has set his/her/their/its hand(s) and seal(s) this _____ day of _____, 20__.

Signed, sealed and delivered
In the presence of:

Unofficial Witness

Notary Public
My Commission Expires: _____

_____(L.S.)
GRANTOR

Grantor Printed Name

Title

Signed, sealed and delivered
In the presence of:

Unofficial Witness

Notary Public
My Commission Expires: _____

_____(L.S.)
GRANTOR

Grantor Printed Name

Title