

State Water Commission Water Supply Cost Share Policy

Effective date of June 13, 2012

1. Water Depots for industrial use receiving water from facilities constructed using SWC funding or loans have the following additional requirements:

A. Domestic water supply has priority over Industrial water supply in times of shortage. This must be explicit in the water service contracts with industrial users.

B. If water service will be contracted, public notice of availability of the water service contracts is required.

C. A portion of the water supply at any depot must be available on a non-contracted basis for public access.

2. The SWC will not provide written consent to sell, lease, abandon, encumber, or otherwise dispose of any part of the property used by the WAWS Authority, without a public competitive request for proposal/selection process

3. Water Treatment and Regional Water Supply Project construction funding or loans from the SWC have the following additional requirements:

A. Bidding and procurement will follow NDCC 48-01.2 and NDCC 54-44.7

B. The political subdivision shall require all project contractors and service providers to agree to defend, indemnify and hold harmless the political subdivision and the state from any and all vicarious and other derivative claims that arise out of the contractor's performance under the agreement, except for claims based upon the political subdivision or state's own direct active acts of negligence, sole negligence or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The political subdivision shall require that the political subdivision and the state be made an additional insured on the contractor's commercial general liability policy including any excess policies, to the extent applicable. The levels and types of insurance required in any contract shall be reviewed and concurred by the Chief Engineer. The political subdivision may not agree to any provision which limits or purports to limit the liability of a contractor or in which the political subdivision agrees to indemnify a contractor.