

**APPLICATION AND AGREEMENT FOR
EXTENSION OF WATER MAINS**

THIS APPLICATION AND AGREEMENT is made and entered into in duplicate original between _____ (hereinafter referred to as "Applicant"), whose address is _____ and whose telephone number is _____, and the Southwest Suburban Denver Water and Sanitation District, a quasi-municipal corporation of the State of Colorado (hereinafter referred to as "District"), whose address is 2922 Evergreen Parkway, Suite 320, Evergreen, Colorado 80439, and whose telephone number is 303-674-3379. Applicant's engineer is _____, whose address is _____, and whose telephone number is _____.

WITNESSETH:

WHEREAS, Applicant is desirous of providing water service as set forth on the attached "Board of Water Commissioners, City and County of Denver, Application and Agreement for Main Extension" (the "Denver Application"); and

WHEREAS, the District provides water within its boundaries pursuant to a Total Service Contract with the Board of Water Commissioners, City and County of Denver ("Denver"), and all main extensions and applications for service must comply with the Operating Rules and Engineering Standards of Denver; and

WHEREAS, Applicant and District desire to execute an agreement covering basic understandings between the parties hereto with regard to the extension of said facilities and the connection of the same into the District's existing water distribution system.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Applicant and District hereby agree as follows:

1. Effective Application: This Application and Agreement shall become a binding contract between the parties hereto upon execution by the District Manager or an authorized officer. A chronological checklist of matters to be performed by Applicant and District is attached hereto as Exhibit A. Applicant will be charged for all reasonable costs incurred by the District in connection with the project, including but not limited to costs for plan review, project administration, inspections, and legal review. An initial deposit shall be paid upon execution hereof to be applied to the District's costs incurred. The amount of the deposit will be dependent upon the scope of the Project and will be set by the District's engineer based upon an estimate of the total costs for plan review, project administration, inspections, and legal review. Applicant understands that actual costs may be higher than the estimates provided.

2. Tap Availability: This Application and Agreement does not guarantee that water taps and/or water service will be available to the Project or any part thereof. Water tap

availability is determined by Denver and the District in accordance with the Total Service Contract, and water tap permits are allocated, sold and issued in accordance with Denver and District rules and regulations.

3. Description of Work: Applicant covenants that the Project shall be constructed in accordance with the District's Rules and Regulations as the same may be amended from time to time, including but not limited to, easement and right-of-way requirements, if applicable, and in accordance with the plans and construction notes approved by the District's Engineer, any additions or modifications made thereto by said Engineer, and all District and Denver Water Board specifications. Applicant agrees to furnish or cause to be furnished at its own cost and expense, all labor, equipment, power, materials, supplies and all other items necessary to perform and complete the Project in a good, expeditious and workmanlike manner.

4. Insurance. Applicant shall provide, or require the contractor to provide, insurance coverage as required by Denver, and all such insurance shall name the District as an additional named insured. Each policy for the contractor or Applicant will contain a clause stating that, as an additional named insured, the District will be treated as if a separate insurance policy has been issued. The coverage provided to the District, as additional named insured, will be primary coverage and the "other insurance" clause of any policy will be declared inapplicable. Applicant shall provide certificates of insurance (and renewals thereof) in a form acceptable to the District, demonstrating that required coverages have been obtained. The Applicant has full responsibility for monitoring compliance with the insurance requirements of this contract.

5. Independent Investigation: Applicant represents that it has read thoroughly all plans, notes and specifications and that it has thoroughly examined the Project site and ascertained for itself all soil, geological, groundwater and other conditions to be encountered and which might affect the construction, operation and future maintenance of the Project. Applicant agrees that it enters into the work contemplated hereunder relying on its own investigation and information and not on any statements or representations, if any, that have been made by the District, its officers, agents, or employees. It is understood and agreed that a review of the plans of the Applicant by or on behalf of the Southwest Suburban Denver Water and Sanitation District is only for the purposes of the District and in no way relates to an approval of the materials used, an approval of the end product of the developer's work, or a release of the Applicant's obligation to comply with the District's Rules and Regulations.

6. Stub-Ins. If stub-ins will be constructed concurrently with the water mains, a copy of the Applicant's approved Stub-In Agreement with the Denver Water Department must be attached hereto as Exhibit C listing the address or legal description for each stub-in.

7. Conditional Acceptance and Title. Denver's conditional acceptance of the Project will be handled in accordance with the Denver Application. Applicant shall comply with all easement and title requirements of Denver. The District will conditionally accept the Project after the applicant provides the District with written documentation showing the date of conditional acceptance by Denver and after the District has received a copy of the Bill of Sale to Denver and record drawings. Conditional Acceptance shall be effective as of the date the District's manager and engineer affix their signatures in the space(s) provided on Exhibit B. No

taps, except stub-ins specifically identified on Exhibit C, or physical connections to the Project shall be allowed, nor will permits be issued for such connections, until the District has conditionally accepted the Project as herein provided.

8. Maintenance and Repairs: Applicant shall be responsible for maintenance and repairs in accordance with the Denver Application.

9. Final Acceptance. Upon receipt of final payment of the District's reimbursable costs for the Project, Final Acceptance of the project will be granted. The project will be considered closed effective as of the date the District's manager affix his/her signature in the space provided on Exhibit B.

10. Indemnification: Applicant shall indemnify and hold harmless the District, its officers, agents and employees, from all claims and demands or liability arising out of or encountered in connection with this Application and Agreement or the performance of the work contemplated hereunder, whether such claims, demands or liability are caused by Applicant, its agents or employees, or by Applicant's contractor or subcontractors, their agents or employees, or by products or material installed on the Project by Applicant, its contractors or subcontractors; EXCEPTING ONLY such injury or harm as may be caused solely and exclusively by the District's fault or negligence. This indemnification shall extend to claims, demands, or liability for injury occurring off the job site as well as on, and for injury occurring after completion of the Project as well as for injury occurring during the construction of the project.

11. Right to Stop Work: In the event of a breach of this Application and Agreement, the District reserves the right to halt all work on the Project until all breaches are cured to the satisfaction of the District.

12. Integration Clause: This Application and Agreement constitutes the entire agreement of the parties, except, if applicable, the right-of-way agreements or easements for the Project. No other agreements, oral or written, pertaining to the Project to be performed under this Application and Agreement exist being the parties. This Application and Agreement can be modified only by a writing signed by both parties hereto.

13. Interpretation of Agreement: The Denver Application, this Application and Agreement, Denver's Operating Rules and Engineering Standards, the District's Rules and Regulations, and the approved plans, construction notes and specifications are intended to supplement one another.

14. Governing Law: This Application and Agreement shall be construed in accordance with and governed by the laws of the State of Colorado. Should any legal action be instituted for interpretation of this Agreement and/or any of the rights of the parties under it, such action shall be brought in Jefferson County, Colorado.

15. Assignment: Applicant may not assign this Application and Agreement without the express written consent of the District.

IN WITNESS WHEREOF, this Application and Assignment has been executed in duplicate by the parties hereto as of the day and date opposite their signatures.

NOTE: This Agreement must be executed exactly as the Applicant is doing business, i.e., if a corporation, same must be executed by the President or Vice President, and attested to by the Secretary or Assistant Secretary of the corporation, with the said corporation's official seal being thereunto affixed. Said document must be acknowledged accurately as indicated above.

(Name of Applicant)

Date: _____

By: _____
(Name and Title)

ATTEST:

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

SUBMITTAL CHECK LIST FOR MAIN EXTENSION PROJECTS

	SUBMITTED	NEEDED	DATE/ INITIALS
Deposit for Reimbursable Costs			
Sepia Mylar of Plat (Final or Progress) (Circle One)			
Blue Print of Plat			
Construction Plans (2 Review Sets)			
Certificate of Insurance			
Original Construction Plan (Mylars)			
Certified Record Drawings (Blue-line Prints and Mylars)			
Compaction Test Results			
Bill of Sale			
Payment of All Reimbursable Costs			
Denver Water Department Notices of Acceptances, if applicable			

EXHIBIT B

Name of Project: _____

Phase No. (if any): _____

Description of Work: _____

Estimated Start Date: _____

Estimated Completion Date: _____

Date of Preconstruction Meeting: _____

Date of Construction Authorization: _____

Engineer's Comments: _____

APPROVALS BY SOUTHWEST SUBURBAN DENVER WATER AND SANITATION DISTRICT

a) Approval of Application

Date: _____

_____ District Manager

b) Approval of Plans

Date: _____

_____ District Engineer

c) Conditional Acceptance of Project

Date: _____

_____ District Manager

Date: _____

_____ District Engineer

Date of Acceptance of Project by Denver: _____

d) Final Acceptance of Project by District

Date: _____

_____ District Manager