

DEVELOPER EXTENSION AGREEMENT

**SILVER LAKE WATER & SEWER DISTRICT
APPLICATION AND AGREEMENT TO CONSTRUCT
EXTENSION TO DISTRICT SYSTEM**

Project: _____

Developer: _____

The undersigned, "Developer" (also referred to as "Owner") herein, hereby makes application to the Commissioners of Silver Lake Water & Sewer District, "District" herein, for permission to construct and connect a private "Extension" to the District's existing system as herein provided. The term "Extension" shall apply herein whether Developer is extending the District water system or the District sewer system or both systems. If this application is accepted, the undersigned, in consideration of the mutual promises and covenants herein contained, agrees to the terms and conditions of this Developer Extension Agreement as follows:

1. Location of Extension.

Owners and Developers of property acknowledge and agree connection to District utility systems may be contingent on construction and extension of utility systems by other private parties or by the District. District does not warrant infrastructure will be available to this project in a timely manner. Owners and Developers undertaking construction of onsite or off site utility facilities prior to District system being extended to allow connection do so at their own risk.

Developer knows and understands connection of Developer's extension to District water and sewer systems is likely to be subject to payment for reimbursement of fair pro rata share of costs of construction of "system area facilities" constructed by others that benefit Developer's project. Such "reimbursement payments" will be determined in the sole discretion of the District Board of Commissioners. Such "reimbursement payments" are due and payable to the District at the time Developer's extension is accepted by the District. On receipt of said payments, the District will make payments to others who have constructed said "system area facilities."

A. Water

The proposed water system extension shall be installed in streets and other approved rights-of-way and/or easements and shall be for the use and benefit of the property hereinafter described, which property is owned by Developer and/or other owners for whom Developer is acting as agent. Any such owners have joined in this application and are designated on the signature page hereof.

B. Sewer

The proposed sewer system extension shall be installed in streets and other approved rights-of-way and/or easements and shall be for the use and benefit of the property hereinafter described, which property is owned by Developer and/or other owners

for whom Developer is acting as agent. Any such owners have joined this application and are designated on the signature page hereof.

C. Owner's Property

The legal description of the owner's real property upon is attached hereto as Exhibit A. Sewer and water facilities contemplated under this agreement will be constructed on said property or on easements or other property to be approved and accepted by the District. The Developer shall provide to the District a Vicinity Map with Project location along with the legal description.

2. Warranty of Authority.

Developer and any additional owners warrant that they are the owners of the property described in this Agreement. Developer shall upon request of District provide a title report to District establishing that the parties executing this Agreement are the owners of all the real property described herein.

3. Description of Extension.

A. Water

The Extension shall consist of approximately _____ lineal feet of water pipe and appurtenances and shall be installed in accordance with this Agreement and with the Plans, General Conditions and Specifications provided by District at the cost of Developer as hereinafter provided or in accordance with such Plans as Developer's Engineer may prepare in conformity with District General Conditions, Specifications, and Standard Details, and approved by District.

B. Sewer

The Extension shall consist of _____ and _____ lineal feet of sewer pipe and appurtenances and shall be installed in accordance with this Agreement and with the Plans, General Conditions, and Specifications provided by District at the cost of Developer as hereinafter provided or in accordance with such Plans as Developer's Engineer may prepare in conformity with District General Conditions, Specifications, and Standard Details, and approved by District.

4. Preparation of Plans by Developer's Engineer.

Developer shall have the option of retaining its own engineer to prepare the Plans for the extension according to District Specifications or to have the District Engineer prepare the Plans and reimburse District for the cost thereof according to this agreement. If Developer elects to retain its own engineer for preparation of the Plans, then the following requirements apply:

- (a) Developer shall obtain District approval of Developer's Engineer.
- (b) Prior to preparation of the Plans, Developer shall:

- (1) Obtain official preliminary plat approval for Developer's project using a minimum scale of one (1) inch equals fifty (50) feet;
- (2) File with the District the road and storm sewer plans and profiles for the project; and
- (3) File with the District a contour map of the project with contour intervals of five (5) feet or less and using a scale of one (1) inch equals fifty (50) feet. All data to be based on USCGS data.
- (4) Should a Re-Imbursement Agreement be requested, file with the District a plan that shows all the properties and area that can be served by utility extensions to the District's system and the documentation necessary for the District to determine the viability of any reimbursement agreement.

(c) Upon completion of (b) above, at the election of the District, a pre-design meeting shall be held with District and with Developer and Developer's Engineer in attendance. It is expected that this meeting will occur approximately ten (10) working days after completion of (b) above. It is the obligation of Developer to arrange for the conference and the attendance of concerned parties.

(d) At the pre-design meeting, the Developer's Engineer shall submit to District a conceptual plan for the utility development of the project.

(e) Upon preliminary review of the conceptual plan, Developer's Engineer shall prepare and submit to the District a preliminary design and Plan for review and approval by the District. Water and sewer plans shall be on separate sheets. Plans shall include a general vicinity map depicting the project location. The District shall have the right to require changes in the preliminary design and Plan as may be deemed necessary. All designs and plans prepared by Developer's Engineer shall be prepared in accordance with the District's Standard Details for Design.

(f) Upon approval of the preliminary design and Plan by the District, Developer's Engineer shall prepare a proposed final Plan and submit three (3) copies of the proposed final Plan, together with an electronic file of the Plans on AutoCAD Release 13 or 14, or as updated to be compatible with the District's system, to the District for review. Upon receipt of the proposed final Plan, District shall have the right to require such changes to the proposed final Plan as may be deemed necessary.

(g) Upon completion of all required changes to the final Plan, the District will consider the final Plan for approval. The District shall have the right to approve, reject, or require changes to the final Plan as may be deemed necessary.

(h) Upon approval of the final Plan by the District, the District Manager, or designee, will indicate his approval of the Plan on the original Mylar Drawings.

(i) Upon approval of the original Mylar Plan Drawings, the Developer's Engineer shall submit copies of the approved Plan so that the District can procure the Snohomish County right-of-way construction permits for the Plan as may be necessary. The Developer's Engineer shall notify the District of any permits required. The Developer shall be responsible for procuring all other necessary and applicable permits. Should changes to the Plan be required in order to receive said permits and approvals, Developer's Engineer shall make all changes as required.

5. Warranties of Developer -- Water and Sewer

(a) Before the commencement of work, Developer shall agree to District approved plans and specifications and a schedule of work. Developer shall reimburse District for all costs of plan review, inspection, and other work on this project done by District staff or consultants.

(b) All public and private property which is disturbed by the construction of the above described improvements shall be restored to as good a condition as it was prior to the commencement of the construction.

(c) All design and all work shall be in conformance with requirements of the District, the State of Washington Department of Ecology, any and all Endangered Species Act Regulations and regulations or controls or conditions of any other governmental agency charged with the responsibility of permitting, inspecting, accepting or approving design and construction of these improvements.

(d) **INSURANCE REQUIREMENTS, SUMMARY OF COVERAGE & INDEMNITY:** The Developer shall carry liability and property damage insurance covering all work during Project construction, including that done by the Developer's Contractor and the Contractor's subcontractors. This insurance shall also protect the District from any contingent liability prior to Project acceptance.

The Developer shall obtain from an insurance company, with have an A.M. Best rating of "AVII" or better approved by the Insurance Commissioner of the State of Washington pursuant to Title 48 RCW, commercial general liability and automobile liability insurance against claims to the Developer, the District and its elected and appointed officials, officers, employees, agents and volunteers for injury to person or property which may arise from any act or omission by anyone directly or indirectly employed by the Developer from or relating to the performance, supervision, or inspection of the work. The insurance policy(s) shall specifically name and include the District and its elected and appointed officials, officers, employees, agents and volunteers as additional insured's under such policy(s) with regards to damages and defense of claims arising from: (a) activities performed by or on behalf of the Developer; (b) products and completed operations of the Developer, or (c) premises owned, leased or used by the Developer for the work proposed under this Developer Extension Agreement. Proof of the existence of such insurance shall be provided to the District in a form acceptable to the District prior to the Pre-Construction Meeting.

The Developer shall not begin work under the agreement or under any special condition until all required insurance has been obtained and until such insurance has been reviewed

and accepted by the District. The Developer shall file with the District either a certified copy of all insurance policies or a certificate of insurance with the endorsements in the form included herein as are necessary to comply with these specifications.

The minimum limits of coverage shall be as follows:

General Aggregate	\$2,000,000.00
Products-Comp/OPS Aggregate	\$2,000,000.00
Personal Injury	\$2,000,000.00
Each Occurrence	\$2,000,000.00
Automobile	\$2,000,000.00

Policies shall be kept in force until the project is accepted by the District. The District shall be given at least forty-five (45) days written notice of cancellation, non-renewal, material reduction, or modification of coverage. The District may increase these limits if the scope of the proposed work warrants additional coverage.

Failure of the Developer to fully comply with the requirements regarding insurance will be considered a material breach of contract and shall be cause for immediate termination of the developer extension agreement and any and all District obligations, regarding same.

The coverage provided by the insurance policies shall be primary to any insurance maintained by the District, except with respect to losses attributable to the sole negligence of the District. Any insurance that might cover this Agreement which is maintained by the District shall be in excess of the Developer's/Contractor's insurance and shall not contribute with it.

The insurance policy shall protect each insured in the same manner as though a separate policy had been issued to each. The inclusion of more than one insured shall not affect the rights of any insured with respect to any claim, suit or judgment made or brought by or for any other insured or by or for any employee of any other insured.

The general aggregate provisions of the insurance policy shall be amended to show that the general aggregate limit of the policies apply separately to this project.

The insurance policy shall not contain a deductible or self-insured retention in excess of \$10,000 unless approved by the District.

Providing coverage in the stated amounts shall not be construed to relieve the Developer from liability in excess of such limits.

The Developer shall indemnify, defend and hold the District and its elected and appointed officials, officers, employees, agents and volunteers harmless from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against the District by reason of any act or

omission of the Developer, the Developer's agents or employees, in connection with the work performed under this contract, or caused or occasioned in whole or in part by reason of the presence of the Developer, the Developer's Contractor or Sub-contractors, or their property, employees or agents, upon or proximity to any property upon which work is being performed under this contract.

For the purpose of applying RCW 4.24.115 to the Developer's project, the Developer and the District agree that the term "damages" applies only to the finding in a judicial proceeding and is exclusive of third party claims for damages preliminary thereto.

The Developer agrees to indemnify, defend and hold harmless the District, and its elected and appointed officials, officers, employees, agents and volunteers from all claims for damages by third parties, including costs and reasonable attorney's fees in the defense of such claims for damages, arising from performance of the work under this contract. Developer waives any right of contribution against the District.

It is agreed and mutually negotiated that in any and all claims against Silver Lake Water & Sewer District or any of its agents or employees by any employee of the Developer, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation hereunder constitutes Developer's and its Contractor's and Sub-Contractor's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnity.

District and Developer agree that all third party claims for damage against District for which Developer's insurance carrier does not accept defense of District may be tendered by District to the Developer who shall, if so tendered by District, accept and undertake to defend or settle with the Claimant. District retains the right to approve claims investigation and legal counsel assigned to said claim and all investigation and legal work product regarding said claim shall be performed under a fiduciary relationship to Silver Lake Water & Sewer District. In the event that District agrees or a court finds that the claim arises from the sole negligence of District, this indemnification shall be void and District shall be responsible for all damages payable to the third party claimant. In the event that District and Developer agree or a court finds that the claim arises from or includes negligence of both the Developer and District, the Developer shall be responsible for all damages payable by the Developer to the third party claimant under the court finding, and, in addition thereto, the Developer shall hereunder indemnify District for all damages paid or payable by District under the court finding an amount not to exceed the percentage of total fault attributable to the Developer. For example, where the Developer is 25 percent negligent, the Developer shall not be required to indemnify District for any amount in excess of 25 percent of the claimant's total damages.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Developer's and its contractor's responsibility for payment of damages resulting from operations under this agreement.

(e) Upon completion of the construction, and after acceptance of the facilities by the District, the Developer shall convey the facilities to the District by means of a bill of sale. The bill of sale to be provided by Developer to District shall contain the following warranties with District as beneficiary:

(1) Developer is the owner of the extension, the same is free and clear of all encumbrances and Developer has good right and authority to transfer title thereto to District and shall defend the title of District against the claims of all third parties claiming to own the same or claiming any interest therein or encumbrance thereon; and

(2) That all bills and taxes relating to the construction and installation of the Extension have been paid in full and that there are no lawsuits pending involving this project. The undersigned further warrants that in the event any lawsuit is filed as a result of, or involving, this project the undersigned shall undertake to defend the lawsuit and shall accept responsibility and pay for all costs of litigation, including the District's costs, and reasonable attorneys fees and shall hold District harmless on any judgment rendered against District in accordance with provisions set forth in more detail in the District General Conditions; and

(3) That all laws and ordinances respecting construction of this project have been complied with, and that the system Extension is in proper working condition, order and repair, and is fit for its intended purpose and that it has been constructed in accordance with the conditions and standards of District; and

(4) For a period of two (2) years from the date of final acceptance of the Extension by District, the Extension and all parts thereof shall remain in proper working condition, order and repair; and Developer shall repair or replace, at the Developer's expense, any work or material which may prove to be defective during the period of the warranty.

(f) Developer shall notify the District of the date work on the construction of the facilities described in this Agreement will commence. In the event of interruption of work for any reason for more than seven (7) consecutive calendar days, Developer shall give the District notice of not less than twenty-four hours before resuming work.

(g) After the work is commenced or recommenced, Developer shall vigorously and consistently continue the work in a first class manner until completion.

(h) Upon completion of construction, Developer shall deliver to the District all Mylar originals of as-built drawings, together with an electronic file of the Plans on AutoCAD Release 13 or 14 or as updated to be compatible with the District's system, and such other engineering records and data as may be required by the District.

In addition, Developer shall obtain warranties and guaranties from its subcontractors and/or suppliers where such warranties or guaranties are specifically required in this Agreement. When corrections of defects occurring within the warranty period are made, Developer shall further warrant corrected work for two (2) years after acceptance of the correct work by District.

6. Correction of Defects Occurring Within Warranty Period.

When defects in the Extension are discovered within the warranty period, Developer shall start work to remedy any such defects within seven (7) calendar days of notice by District and shall complete such work within a reasonable time. In emergencies, where damages may result from delay or where loss of service may result, corrections may be made by District upon discovery, in which case the cost thereof shall be borne by Developer. In the event Developer does not commence and/or accomplish corrections within the time specified, the work may be accomplished by District at its option, and the cost thereof shall be paid by Developer.

Developer shall be responsible for any expenses incurred by District resulting from defects in Developer's work, including actual damages, costs of materials and labor expended by District in making repairs and the cost of engineering, inspection and supervision by District or the District Consultants.

7. Performance Guarantee.

Developer shall furnish to District prior to the pre-construction conference a performance guarantee of a type and in a form as determined by District, in its sole discretion, in an amount equal to the Developer's Engineer's estimated cost of the Extension or contractor bid price. The performance guarantee shall require completion of all work in accordance with the Agreement, the Plans and Specifications and other requirements of District within a period of twelve (12) months from the date of acceptance of the Plans by the District. District in its sole discretion may also require a payment bond of a type and in a form as determined by District requiring the payment by Developer of all persons furnishing labor and materials in connection with the work performed under the Agreement, and shall hold District harmless from any claims therefrom. Any payment bond required by District shall be provided to District prior to the pre-construction conference as a condition of District granting final acceptance of the work referenced herein. No third person or party shall have any rights under any performance guarantee District may require from Developer and such performance guarantee is provided entirely for the benefit of District and Developer and their successors in interest.

8. Maintenance Bond.

Acceptance by District shall not relieve Developer of the obligation to correct defects in labor and/or materials as herein provided and/or the obligations set forth in applicable paragraphs hereof. Prior to acceptance of the Extension by District and the transfer of title to such extension(s) as set forth herein, Developer shall furnish to District a maintenance bond (cash or bond) which shall continue in force from the date of acceptance of said Extension for a period of two (2) years. The bond shall be in a form as prescribed by District and shall require Developer and the bonding company to correct the defects in labor and materials which arise in said system for a period of two (2) years from the date of acceptance of the system and transfer of title. The maintenance bond shall be in an amount equal to fifteen (15) percent of the cost of said Extension, but not

less than five thousand dollars (\$5,000.00). The District shall review the submitted construction costs and determine the amount of the maintenance bond.

9. Limitation of Period of Acceptance.

The Extension shall expire twelve (12) months from the date of Board Acceptance of the developer extension agreement; however, this expiration date will be extended a full twelve months from the plan approval date of the water and sewer facilities when the developer has achieved acceptance of the Plans by the District to allow construction and final acceptance of the approved facilities.

If the Extension is not completed and accepted within the twelve (12) month period, then this Agreement and all of Developer's rights herein shall terminate and cease. No extension of the time for completion of the Agreement shall be allowed. In the event the Agreement terminates, Developer shall be required to make a new pre-application and new application for extension agreement to District. Any such new agreement entered into between District and Developer pursuant to a new application shall be subject to any new or amended Resolutions, construction policies, standards and specifications which have taken effect since the execution of the terminated agreement. Nothing herein shall be construed to convey any rights or privileges to Developer except as explicitly set forth in this agreement.

If Developer abandons the Extension project during twelve (12) months or shall fail to complete the Extension within that period, Developer may be deemed, at District's sole option and election to have transferred and conveyed to District any portion of the Extension which has been completed.

10. Final Acceptance - Conditions Precedent.

Compliance with all terms and conditions of this Agreement, the Plans, General Conditions, and Specifications prepared hereunder and other District requirements shall be a condition precedent to District's obligation to allow connection to the District's system, to accept the Bill of Sale to the Extension, and to District's agreement to maintain and operate the Extension and to provide service to the real property that is described in this Agreement.

District will not be required to allow any connection to District's system any portion of the real property described in this Agreement if there are any fees or costs unpaid to District under this Agreement or there are other fees arising under other District requirements which are unpaid.

District will not be obligated to provide service to the property described in this Agreement if construction by third parties of facilities to be deeded to District has not been completed and title accepted by District if such third-party facilities are necessary to provide service to the property described in this Agreement.

District will not be obligated to allow service connections to its system until all General Facilities (water) and Connection (sewer) charges in effect on the date of application for service have been paid. Developer understands and specifically agrees that General Facilities and Connection charges required by District to connect to District's system will be determined by District at time of connection. Developer understands and agrees that any and all fees and charges of the District may be adjusted

by District prior to the time of connection to District system and Developer waives actual notice of any hearing by Board of Commissioners to consider adjustment of any such fees and charges.

District will accept title to the extension at such time as all work which may, in any way, affect the lines constituting the Extension has been completed, and any damage to said Extension which may exist has been repaired, and District has made final inspection and given its approval to the Extension as having been completed in accordance with the Agreement, the Plans, General Conditions, and Specifications and other requirements of District.

11. Procedure for Acceptance.

Acceptance of title to the Extension will be made by the District. Prior to such acceptance, an executed bill of sale in a form approved by District and containing the warranties required by this Agreement shall be executed by Developer and any additional owners and delivered to District. There will be no conditional acceptance or acceptance for use and operation.

12. Effect of Acceptance.

Acceptance by District shall cause the Extension to be a public system subject to the control, use and operation of District and all regulations, conditions of service, and service charges as District determines to be reasonable and proper, and subject to the laws of the State of Washington.

13. Rates and Charges.

The property described in this Agreement shall be subject to all rates and charges established by District, as now exist or hereinafter amended or adjusted.

14. Subcontracting.

Developer shall be fully responsible for the acts and omissions of subcontractors and persons employed, directly or indirectly, by subcontractors, as well as the acts and commissions of persons directly employed by Developer.

15. No Assignment without District Approval.

Developer's rights and responsibilities arising out of this Agreement shall not be assignable unless District's prior consent is obtained. Written documents as required by District of any District approved assignment shall be filed with District by the Developer herein at the time of any assignment.

16. General Provisions, Standard Details, and Specifications.

The Silver Lake Water & Sewer District Developer Standards, Sections I, II, III, IV and V, as currently adopted or hereafter amended, are incorporated herein by this reference.

17. Remedies Available to District.

In the event Developer fails to pay any of the extension fees and charges and fines referenced herein when due as determined by District, the charge or fine shall then be delinquent and shall accrue interest at the highest legal rate per annum until paid. In addition to any other remedies available to District, District shall be entitled to file a lien against the Real Property referenced herein in the event of nonpayment and to foreclose such lien pursuant to RCW 57.08.080-090, as revised or amended.

18. Reimbursement Agreement

The District may, in its sole discretion, agree to a Developer Reimbursement Agreement with Developer for offsite sewer or water improvements.

A Developer seeking reimbursement for costs of constructing sewer or water system offsite of the proposed development by adjacent properties directly benefiting from connecting to the new system shall enter into a Reimbursement Agreement with the District.

The District will not accept the Bill of Sale for the improvements or accept the development as complete until all property owners within the benefited area have been notified of the latecomer's charges as described in the Reimbursement Agreement. The District takes no responsibility to defend legal challenge to a Reimbursement Agreement with Developer. Any challenge to District's authority or process for a Reimbursement Agreement will not be defended by District. District may tender defense of the reimbursement agreement to Developer.

The Developer shall make his request for such agreement at the time of submitting the application for the Developer Extension Agreement by signing the following declaration:

Yes, I request a Reimbursement Agreement _____

No, I do not request a Reimbursement Agreement _____

Developer agrees that Developer's costs for the sewer/water improvements to be constructed by Developer hereunder have been factored into the feasibility of Developer's Project and that Developer's decision to proceed with Developer's Project is not contingent or in any way dependent on receipt of latecomer payments or payments from other property owners or developers that may connect to sewer/water facilities constructed by Developer under this agreement. Further, Developer agrees that the District shall not collect payments on behalf of Developer from other property owners or developers that receive no benefit at the time of connection to the District system from water/sewer facilities constructed hereunder. Developer agrees and acknowledges that District reserves the right to direct water/sewer flows and to contract for the construction of other sewer/water facilities, regardless of whether future flows and future facilities constructed under other contracts affect anticipated receipt of latecomer payments hereunder.

19. Notice.

Any notice required by this Agreement to be given by District to Developer shall be given as follows:

Name: _____ Phone: _____

Address: _____

20. Complete Agreement.

This Agreement, and the plans approved by District constitutes the entire agreement between Developer and District with respect to the rights and responsibilities of both parties in regard to project referred to herein. For purpose of identification, this Agreement shall be assigned a number by the District, which number shall be endorsed on the first page of the Agreement. This Agreement may be changed in writing only upon mutual agreement of the Commissioners of District and Developer.

/
/
ACCEPTANCE OF THIS APPLICATION BY THE DISTRICT CONSTITUTES A CONTRACT WITH THE APPLICANT, THE TERMS OF WHICH ARE EACH PARAGRAPH OF THIS AGREEMENT, THE DISTRICT GENERAL CONDITIONS, MATERIALS, CONSTRUCTION AND STANDARD DETAILS, SPECIFICATIONS SHEETS AND THE EXTENSION DESIGN DRAWINGS APPROVED BY DISTRICT.

DATED this _____ day of _____, 20_____.

BY _____ Developer

Its _____

FOR INDIVIDUAL OWNER/DEVELOPER

STATE OF WASHINGTON)
COUNTY OF) ss

I certify that I know or have satisfactory evidence that _____ signed this instrument and acknowledged it to be _____ free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC in and for the State of Washington

My Commission Expires: _____

FOR CORPORATION OR PARTNERSHIP

STATE OF WASHINGTON)

: ss.

County of Snohomish)

I certify that I know or have satisfactory evidence that _____ signed this instrument, on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of _____, to be the free and voluntary act of such corporation for the uses and purposes mentioned in this instrument.

Dated this ___ day of _____, 20__

NOTARY PUBLIC for the State of Washington

Printed Name: _____

Residing at: _____

My Commission Expires: _____

THE FOREGOING APPLICATION OF _____ accepted this
_____ day of _____, 20__.

SILVER LAKE WATER & SEWER DISTRICT

BY _____
President, Board of Commissioners

STATE OF WASHINGTON)

) ss

COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute said instrument and acknowledged it as the President, Board of Commissioners of SILVER LAKE WATER & SEWER DISTRICT, a municipal corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC in and for the
State of Washington

My Commission Expires: _____

SAMPLE

NOTE:

The following insurance forms completed by the Developer's Insurance provider are to be presented to the District prior to scheduling a pre-construction meeting.

FORMS:

- 1) Accord 25 (2001/08) Example**
- 2) Accord 25 (2001/08) Blank**
- 3) CG 20-10-11-85 Additional Insured (2-Pages)**
- 4) CG 20-10-10-01**
- 5) CG 20-37-10-01**

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
08/26/03

PRODUCER Contractors Insurance Services P.O. Box 1000 Anytown, WA License No. 123456	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED ABC Construction Co. 123 Main Street Hometown, WA	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER B: Hartford</td> <td></td> </tr> <tr> <td>INSURER C: Fireman's Fund</td> <td></td> </tr> <tr> <td>INSURER D: DPIC</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Insurance Co.		INSURER B: Hartford		INSURER C: Fireman's Fund		INSURER D: DPIC		INSURER E:	
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INSURER D: DPIC													
INSURER E:													

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Stop Gap \$1,000,000 <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GL1234	10/01/02	10/01/03	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/CP AGG	\$ 1,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____	AL1234	10/01/02	10/01/03	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
		<input type="checkbox"/>				AGG	\$
C		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	XS2345	10/01/02	10/01/03	EACH OCCURRENCE	\$ 2,000,000
						AGGREGATE	\$
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Washington Labor & Industries # _____				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
D		OTHER Professional Liability	PL3456	10/01/02	10/01/03	1,000,000 per Claim	
						1,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 (Member) District is an Additional Insured on General and Auto Liability Policies with respect to Pumphouse Construction Project for (Member) District at 456 Main Street Site.

CERTIFICATE HOLDER (Member) District 456 Main Street Hometown, WA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE Contractor's Agent/Broker
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ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED	INSURERS AFFORDING COVERAGE	
	INSURER A	NAIC #
	INSURER B	
	INSURER C	
	INSURER D	
	INSURER E	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea. accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER 	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ISO | Commercial General Liability Forms | 11/01/85

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED -- OWNERS, LESSEES OR
CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
Location And Description of Completed Operations:
Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".