

**APPLICATION AND AGREEMENT FOR
EXTENSION OF SEWER 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 P.O. Box 3399, Evergreen, Colorado 80437, and whose telephone number is 303-674-3379. Applicant's engineer is _____, whose address is _____, and whose telephone number is _____.

WITNESSETH:

WHEREAS, Applicant is the owner of a tract of land legally described as _____ and commonly known as _____; and

WHEREAS, in order to provide sewer service to said tract or a portion thereof, it is necessary for Applicant to modify or extend sewer lines and related outfall and collection facilities (hereinafter referred to as "Project"), and to connect the same into the District's existing sewage collection system.

WHEREAS, Applicant and District desire to execute an agreement covering basic understandings between the parties hereto with regard to the modification or extension of said facilities and the connection of the same into the District's existing sewage collection 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 sewer taps and/or sewer service will be available to the Project or any part thereof. Sewer taps shall be allocated, sold and issued in accordance with the District Rules and Regulations, when, if, and as such sewer taps become available to the District.

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 Metro Wastewater Reclamation District 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 follows:

A. Worker's Compensation Insurance for all employees who will be in any way connected with the work to be performed hereunder whether as employees of Applicant or as employees of others. Employees of the contractor and subcontractors shall be so covered unless the employees are covered by protection afforded by the contractor or subcontractor.

B. Liability Insurance:

(1) Comprehensive General Liability Insurance, including coverage for products, completed operations, blanket contractual liability, independent contractors coverage, and broad form property damage deleting any exclusion for explosion, collapse and underground hazards. Such insurance shall be in a minimum of \$1,000,000 per person, \$1,000,000 per occurrence, with a \$2,000,000 general aggregate.

(2) Automobile Liability and Property Damage Insurance to include owned, non-owned and hired vehicles which are utilized under this agreement, with minimum insurance coverage of \$1,000,000 per person, \$1,000,000 per occurrence, or a combined single limit of not less than \$1,000,000 per occurrence for bodily injury and property damage.

(3) The District will be named on each insurance policy as an additional insured for coverages only, with no premium payment obligations, together with the contractor or applicant as appropriate. The coverage provided to the District, as additional insured, will be primary coverage and the "other insurance" clause of any policy will be declared inapplicable.

C. 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 shall not allow any sub-contractor, agent, or employee to commence work until appropriate certificates of insurance have been obtained. The Applicant will assume full legal responsibility for determining that required insurance coverages have been obtained by its sub-contractors and agents. 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 sanitary sewer mains, Applicant must complete a District Agreement for Stub-In Permit listing the address or legal description for each stub-in and attach it hereto as Exhibit C. Applicant will be required to pay only a permit application fee for each stub-in, if any, upon execution hereof.

7. Conditional Acceptance: The District will conditionally accept the Project after it determines that the Project has been constructed and connected into the District's sewage collection system in accordance with the approved plans, construction notes and specifications, and after the District has received certified compaction test results and as-constructed drawings for the entire Project. Conditional acceptance shall be effective as to the date that the District's Manager and Engineer affix their signatures to this document. No taps except stub-ins specifically identified on Exhibit C, nor 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.

A. Title. As of the date of Conditional Acceptance, any and all easements required for the Project shall have been accepted and recorded by the District, and the Applicant shall have provided title insurance for such easements containing no exceptions for liens superior to the interest of the District. In addition, all of Applicant's right, title and interest in and to the constructed Project, including all sanitary sewer mains, pipelines, manholes and related parts and materials which comprise the constructed Project, shall immediately pass to and vest in the District, subject, however, to Applicant's obligation for maintenance as provided in paragraph 8 below. Applicant will execute a bill of sale in the form required by District.

B. Title Warranty: Applicant agrees that the constructed Project shall be transferred to District free and clear of all liens and encumbrances, and Applicant agrees

to WARRANT AND DEFEND the conveyance of said property hereby made unto District, its successors and assigns, against all and every person or persons whomsoever. Should, after the date of conditional acceptance, the District determine that title to the constructed Project and/or easements and rights-of-way has not been effectively conveyed to the District, Applicant agrees that it will do whatever is necessary, at its expense, to ensure that the conveyance is properly affected.

8. Maintenance and Repairs: Applicant shall, as described in this Paragraph 8, be responsible for correcting all defects in the constructed Project (hereinafter referred to as "Corrective Maintenance") and for all routine maintenance of the constructed Project, until the same is finally accepted for maintenance by the District as provided in paragraph 9 below.

A. Guarantee: Applicant guarantees all equipment, materials, supplies, and work furnished to the Project against defective construction and workmanship for a period of one (1) year from the date of conditional acceptance of the Project by the District, or until the Project is finally accepted for maintenance by the District, whichever period is longer.

B. Corrective Maintenance: Applicant shall correct, repair or replace any part or parts of the constructed Project which the District determines were not constructed in accordance with the approved plans, construction notes and District specifications, or which the District determines to be defective or of poor or unworkmanship-like quality. In addition, Applicant shall correct any soil subsidence or erosion problem which the District determines occurred in connection with the construction of the Project.

C. Routine Maintenance: Applicant shall protect the construction Project and shall be responsible for performing all routine maintenance on the constructed Project so as to keep it in good repair and condition, ordinary wear and tear excepted. Applicant's routine maintenance obligations shall include the obligation to repair and/or replace any part or parts of the constructed Project damaged or rendered non-operative for any reason as a result of street construction, paving, other utility installations, or vehicular traffic, including the raising of manholes to one-half (1/2) inches below the finished street surface at the time of paving, or repaving, until the project is accepted for maintenance by the District.

D. Time of Performance: After receipt of written notice from the District specifying what corrections and/or maintenance should be performed, Applicant shall, at its sole cost and expense, promptly perform such corrections and/or maintenance, or cause a licensed and bonded contractor to do the same. In the event Applicant fails or is unable to perform its obligations hereunder, the District, in order to ensure the proper operation of its sewage collection system and without waiving any of its other remedies, may perform said corrections and maintenance and charge the cost thereof to Applicant, which Applicant agrees to pay, together with all costs of collection.

E. Maintenance Bond: Applicant hereby agrees that as a condition precedent to the conditional acceptance of the Project, that it will secure a contractor's maintenance

bond in the amount of \$5,000 or 5% of the construction contract, whichever is greater, to indemnify the District by reason of any defect in the materials or workmanship under the contractor's general warranty for the project. The contractor shall agree that the obligation imposed under the maintenance bond shall not be impaired or made void, notwithstanding that the contractor may be required by the District to perform any work for any reason or cause upon the facilities constructed hereunder, or if the District performs said work upon the refusal or inability of contractor to perform the required work. Said maintenance bond shall be acceptable to the District before the period of conditional acceptance will begin, and such acceptability shall be at the sole discretion of the District.

F. Emergency Repairs: In the event of an emergency, such as, but not limited to, a sewer main break or sewer backup, the District, in order to ensure the proper operation of its sewage collection system, may perform the necessary emergency repair and charge the cost thereof to Applicant, which Applicant agrees to pay, together with all costs of collection.

9. Acceptance for Maintenance: One (1) year from the date of conditional acceptance, or 60 days after final paving, whichever occurs later, the District shall inspect the constructed Project. Attention shall be paid during such inspection to assure that all manholes are at finished grade and that all manholes and pipes are free and clear of sand, gravel, stones or other foreign material. Any replacement or repairs necessary to bring the constructed Project into compliance with the approved plans, construction notes and District specifications, including street paving, curb and gutter work, if applicable, and any other changes required by District personnel, at their sole discretion, shall be promptly performed by the Applicant or by a licensed and bonded contractor, at Applicant's sole cost and expense.

Upon the satisfactory completion of all replacements or repairs, as required, and final payment of the District's reimbursable costs, the District shall accept the constructed Project for maintenance and release the maintenance bond. The District's acceptance of the Project for maintenance shall be effective as of the date that the District's manager and engineer affix their signatures to this document, and from that date forward, the District shall operate and maintain the constructed Project at District expense.

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 for the Project which may impose an obligation upon Applicant to pave the streets. No other agreements, oral or written, pertaining to the Project to be performed under this Application and Agreement exist between the parties. This Application and Agreement can be modified only by a writing signed by both parties hereto.

13. Easements: Before the District will conditionally accept any Project under the terms of this Agreement, all rights-of-way and easements shall be conveyed to the District as required. Applicant shall provide the following documents to the District's Engineer before the District will begin processing or preparation of rights-of-way or easements:

- A. Legal description prepared by registered land surveyor and plot plan.
- B. Plot plan showing the easements on the plan development map.
- C. Statement, in writing, of proposed width of easement, whether it is exclusive or non-exclusive, and any other pertinent information.
- D. Title commitment showing present ownership and encumbrances on the property, if any.
- E. In case the title is to be signed by a partnership, corporation, or other business entity, in those cases other than a corporation signing by its president, a recordable authority affidavit will be required for the person signing.
- F. The signature of the Applicant and holder of any encumbrance on the property to be made subject to the easement and right-of-way.

The Applicant hereby understands that the District will require a minimum of forty-five (45) days from receipt of the above-required documents before the rights-of-way and easements prepared by the District's Attorney will be signed and approved by the District for recording.

14. 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.

15. Interpretation of Agreement: This Application and Agreement, the District's Rules and Regulations, the approved plans, construction notes and District specifications, are intended to supplement one another. In the case of conflict, however, the specifications shall control the plans, and the provisions of this Application and Agreement and the Rules and Regulations shall control both. In the event that work is displayed on the plans but not called for in the specifications, or in the event that work is called for in the specifications but not displayed

on the plans, Applicant shall be required to perform the work as so called for and displayed in either place. Should any court determine that any provision of this Agreement is unenforceable, such interpretation shall not work to invalidate the entire Agreement. All other provisions shall remain in full force and effect.

16. 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.

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

IN WITNESS WHEREOF, this Application and Agreement 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)			
Easements (8.5" x 11") (Legal Description & Drawings)			
Title Insurance Commitment or Title Insurance Policy			
Flood Plan Development Permit (If required)			
Certificate of Insurance			
Original Construction Plan (Mylars)			
Certified Record Drawings (Blue-line Prints and Mylars)			
Compaction Test Results			
Contractor's Maintenance Bond			
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

D. Final Acceptance of Project for Maintenance:

Date: _____
_____ District Manager

Date: _____
_____ District Engineer