

**WHATCOM COUNTY WATER DISTRICT NO. 13
AGREEMENT TO CONSTRUCT
EXTENSION TO DISTRICT SYSTEM**

_____ WATER _____ SEWER

Project: _____

Developer: _____

The undersigned "Developer" (also referred to as "Owner"), has made application to the Commissioners of Whatcom County Water District No. 13, ("District"), for permission to construct and connect a private "Extension" to the District's existing system as herein provided. The term "Extension" (also referred to as "Project") shall apply herein whether Developer is extending the District water system or the District sewer system or both systems. 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.

Developer and the owners of the property acknowledge and agree that connection to District utility systems may be contingent on construction and extension of utility systems by other private parties or by District. District does not warrant infrastructure will be available to this Project in a timely manner. Developer and owner construction of onsite or off-site utility facilities prior to District system being extended to allow connection is done so at their own risk.

Developer knows and understands that connection of the 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, ("Board"). Such "reimbursement payments" are due and payable to the District at the time Developer's extension is accepted by the District. On receipt of the payments, the District will make payments to others who have constructed the "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 is attached hereto as Exhibit A. Sewer and water facilities contemplated under this Agreement will be constructed on the property or on easements or other property to be approved and accepted by District. Developer shall provide to District a Vicinity Map with Project location, along with the legal description.

2. Warranty of Authority.

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

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 in accordance with such Plans as Developer's Engineer may prepare in conformity with District Standards 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 in accordance with such Plans as Developer's Engineer may prepare in conformity with District Standards, and approved by District.

4. Preparation of Plans.

Developer shall retain its own engineer to prepare the Plans and Specifications for the Extension according to District Standards. The following requirements apply:

(a) Prior to preparation of the Plans, Developer shall:

- (1) Obtain official preliminary plat approval (or other land use approval documents) 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;
- (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 NAVD88 datum;

(4) Obtain the fire flow requirements from the Fire Marshal for multi-family and commercial projects (all projects other than single family residential);

(5) Should a Reimbursement Agreement be requested, file with the District a plan that shows all the properties and area that can be served by the Extension and the documentation necessary for the District to determine the viability of any reimbursement agreement.

(b) Upon completion of (b) above, at the election of 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 meeting and the attendance of concerned parties.

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

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

(e) Upon approval of the preliminary design and Plan by 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 District's system, to 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.

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

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

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

5. Warranties of Developer -- Water and Sewer

(a) Before 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 the Project done by District staff or consultants.

(b) All public and private property which is disturbed by the construction of the Project 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, 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 the Project 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 Developer's Contractor and the Contractor's subcontractors. This insurance shall also protect District from any contingent liability prior to Project acceptance.

Developer shall obtain from an insurance company, with 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 Developer, 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 District and its elected and appointed officials, officers, employees, agents, and volunteers as additional insureds under such policy(s) with regards to damages and defense of claims arising from: (a) activities performed by or on behalf of Developer; (b) products and completed operations of Developer, or (c) premises owned, leased or used by Developer for the work proposed under this Agreement. Proof of the existence of such insurance shall be provided to District in a form acceptable to District prior to the Pre-Construction Meeting.

Developer shall not begin work under this Agreement or under any special condition until all required insurance has been obtained and until such insurance has been reviewed and accepted by District. Developer shall file with 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 District. District shall be given at least forty-five (45) days written notice of cancellation, non-renewal, material

reduction, or modification of coverage. District may increase these limits if the scope of the proposed work warrants additional coverage.

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

The coverage provided by the insurance policies shall be primary to any insurance maintained by District, except with respect to losses attributable to the sole negligence of District. Any insurance that might cover this Agreement which is maintained by 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 District.

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

Developer shall indemnify, defend and hold 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 District by reason of any act or omission of Developer, Developer's agents or employees, in connection with the work performed under this Agreement, or caused or occasioned in whole or in part by reason of the presence of Developer, 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 Agreement.

For the purpose of applying RCW 4.24.115 to Developer's project, Developer and 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.

Developer agrees to indemnify, defend, and hold harmless 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 Agreement. Developer waives any right of contribution against District.

It is agreed and mutually negotiated that in any and all claims against District or any of its agents or employees by any employee of 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 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, Developer shall be responsible for all damages payable by Developer to the third party claimant under the court finding, and, in addition thereto, 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 Developer. For example, where Developer is 25 percent negligent, 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 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 District, Developer shall convey the facilities to 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 Developer and Owner shall undertake to defend the lawsuit and shall accept responsibility and pay for all costs of litigation, including District's costs, and reasonable attorney's fees and shall hold District harmless on any judgment rendered against District in accordance with provisions set forth in more detail in the District Standards; and

(3) That all laws and ordinances respecting construction of this Project have been complied with, and that the 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 District Standards; 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 Developer's expense, any work or material which may prove to be defective during the period of the warranty.

(f) Developer shall notify 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 District notice of not less than twenty-four (24) 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 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 District's system, and such other engineering records and data as may be required by 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 damage 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 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 this Agreement, the Plans and Specifications, District Standards and other requirements of District within a period of twenty-four (24) months from the date of acceptance of the Plans by 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 this Agreement and shall hold District harmless from any claims there from. 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 the Extension for a period of two (2) years from the date of acceptance of the Extension and transfer of title. The maintenance bond shall be in an amount equal to fifteen (15) percent of the cost of the 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 be completed and accepted within twenty-four (24) months of the date of acceptance of the Plans by District.

If the Extension is not completed and accepted within the twenty-four (24) month period, then this Agreement and all of Developer's rights herein shall terminate and cease. Extension of the time for completion of this Agreement shall be allowed only at the election of the Board. In the event this 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 during twenty-four (24) 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 and Specifications prepared hereunder, District Standards, and other District requirements shall be a condition precedent to District's obligation to allow connection to 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 the 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 the 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 this Agreement, the Plans and Specifications, District Standards, and other requirements of District.

11. Procedure for Acceptance.

Acceptance of title to the Extension will be made by 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 Developer herein at the time of any assignment.

16. District Standards.

The District Standards, 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 described in this Agreement in the event of nonpayment and to foreclose such lien pursuant to RCW 57.08.080-090, as revised or amended.

18. Reimbursement Agreement

Developer may request, as provided for in this section, reimbursement for costs of constructing sewer or water system offsite of the proposed development by adjacent properties that subsequently connect to or use the Extension and that did not contribute to the original cost of the Extension.

If requested by Developer, District and Developer shall enter into a Developer Reimbursement Agreement consistent with the terms and conditions of Chapter 57.22 RCW.

District will not accept the Bill of Sale for the Extension 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 the Project and that Developer's decision to proceed with the 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 or use sewer/water facilities constructed by Developer under this Agreement. 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.

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

20. Complete Agreement.

ACCEPTANCE OF THIS AGREEMENT BY DISTRICT CONSTITUTES A CONTRACT WITH THE DEVELOPER, THE TERMS OF WHICH ARE EACH PARAGRAPH OF THIS AGREEMENT, THE DISTRICT STANDARDS, AND THE EXTENSION DESIGN PLANS APPROVED BY DISTRICT.

BY _____ Developer

FOR INDIVIDUAL OWNER/DEVELOPER

Dated:

NOTARY PUBLIC in and for the
State of Washington

My Commission Expires: _____

FOR CORPORATION OR PARTNERSHIP

STATE OF WASHINGTON)
) ss
COUNTY OF)

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 AGREEMENT OF _____ accepted this
_____ day of _____, 20_____.

WHATCOM COUNTY WATER DISTRICT NO. 13

BY _____
President, Board of Commissioners

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM))

I certify that I know or have satisfactory evidence that _____ is
the person who appeared before me, and said person acknowledged that he signed this

instrument, on oath stated that he was authorized to execute said instrument and acknowledged it as the President, Board of Commissioners of WHATCOM COUNTY WATER DISTRICT NO. 13, 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: _____

NOTE:

The following insurance forms completed by Developer's Insurance provider are to be presented to 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		
		INSURERS AFFORDING COVERAGE INSURER A: Travelers Insurance Co. INSURER B: Hartford INSURER C: Fireman's Fund INSURER D: DPIC INSURER E:
		NAIC #

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	GL1234	10/01/02	10/01/03	EACH OCCURRENCE	\$ 1,000,000	
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000	
		<input checked="" type="checkbox"/> Stop Gap \$1,000,000				PERSONAL & ADV INJURY	\$ 1,000,000	
		<input type="checkbox"/> _____				GENERAL AGGREGATE	\$ 2,000,000	
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 1,000,000	
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
B		AUTOMOBILE LIABILITY	AL1234	10/01/02	10/01/03	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$	
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
		<input type="checkbox"/> HIRED AUTOS						
<input type="checkbox"/> NON-OWNED AUTOS								
<input type="checkbox"/> _____								
<input type="checkbox"/> _____								
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$	
		<input type="checkbox"/>				AUTO ONLY: AGG	\$	
C		EXCESS/UMBRELLA LIABILITY	XS2345	10/01/02	10/01/03	EACH OCCURRENCE	\$ 2,000,000	
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$	
		<input type="checkbox"/> DEDUCTIBLE					\$	
		<input type="checkbox"/> RETENTION \$					\$	
							\$	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<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	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

ACORDTM 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		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr><td>INSURER A:</td><td></td></tr> <tr><td>INSURER B:</td><td></td></tr> <tr><td>INSURER C:</td><td></td></tr> <tr><td>INSURER D:</td><td></td></tr> <tr><td>INSURER E:</td><td></td></tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A:		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #													
INSURER A:														
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	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 _____ DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 60%;">WC STATU-TORY LIMITS</th> <th style="width: 40%;">OTH-ER</th> </tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
		OTHER												

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

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".