

SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

DEVELOPER EXTENSION AGREEMENT

Extension _____

Developer _____

Date _____

Water _____ Sewer _____



SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

1510 – 228th Avenue SE

Sammamish, Washington 98075

Telephone Number: (425) 392-6256 Fax Number: (425) 391-5389

www.sammplat.wa.org

COMMISSIONERS

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Mary Shustov, Commissioner
Lloyd J. Warren, Commissioner
Robert Abbott, Commissioner**

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Ronald E. Little, P.E.

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Jay Regenstreif, P.E.

ENGINEERING MANAGER

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Telephone Number: (425) 455-1234 Fax Number: (425) 635-7720

Development Name: _____

Water _____ and/or Sewer _____

DISTRICT CHECKLIST

Preliminary Fee Phase

Date

1. Development Proposal Provided to District with Application _____
2. Equivalent Residential Units (ERUs) Calculated _____
3. District Check Compliance with Comprehensive Plans _____
4. Determine if Project within Urban Growth Boundary (sewer) _____
5. Developer Sign Developer Extension Agreement _____
6. **Pay Partial Preliminary/Certificate Fees** **Receipt #** _____
7. District Approves Extension Agreement by Resolution # _____
8. District Records Notice of DEA on Property included in DEA _____
9. Complete Certificate of Water and/or Sewer Availability if required _____
10. Provides Certificate(s) & Signed Agreement to Developer _____
- ** **Preliminary Fees Remaining Due Within 30 days of County or City Approval of**
- ** **Process/Procedure for Certificate issued w/this DE or no later than at the time of**
- ** **initiation of the Design/Inspection Phase of the DE.** _____
11. Reevaluate ERU Calculations _____
12. **Pay Preliminary Fees Remaining** **Receipt #** _____

=====

Design Phase

Date

13. Engineer Chosen _____
14. District Provided with _____
 - a. Approved Preliminary Plat _____
 - b. Road, Storm and Grading Plan/Profiles _____
 - c. Contour Maps _____
15. Pre-Design Meeting _____
 - a. District Standards Sheets Provided to Project Engineer _____
 - b. Surrounding Facility Plans Copied _____
 - c. Determination of Need for Participation Agreement _____
 - d. Determination of potential for Reimbursement Agreement _____
16. Board of Commissioners Approves Participation Agreement _____
17. District and Developer Execute Participation Agreement _____
18. Developer Executes Application For or Waiver of Reimbursement Agreement _____
19. **Payment of Reimbursement Application Deposit** **Receipt #** _____
20. Developer Submits Design Drawings (3 sets) to District _____
21. Design and Inspection Fees Calculated _____
22. **Payment of Design/Inspection Fees** **Receipt #** _____

Development Name: _____
 Water _____ and/or Sewer _____

Date

- 23. District sends Notification to Benefited Property(ies) for Reimbursement Agreement _____
- 24. Final Plan Approved/Mylars Signed by District _____
- 25. Mylars Returned to Engineer _____
- 26. Most Current District Standards Provided to Project Engineer for Inclusion with Copies of Construction Drawings _____
- 27. District Plan Sets Made _____
 - a. Developer Extension File # 1 (Full-size)
 - b. In house copy/Flat File 1 (Full-size)
 - c. Inspectors 1 (Full-size)
 - Inspectors 1 (11''x17'')
 - d. Field Crew 3 (11''x17'')
 - e. Permits/Approvals (Full-size Drawings)
 - 1) Right of Way - Water 3 (w/o District standards)
 - 2) Right of Way - Sewer 3 (w/o District standards)
 - 3) Department of Ecology - Sewer 2 (lift station only)
 - 4) King County DNR - Sewer 1 (w/o District standards)
 - 5) DOH - Water 1 (if not exempt)
 - 6) City of Sammamish or Issaquah 1 (w/o District standards)
 - 7) Other - _____

***Note: All other permits are the responsibility of the Developer**

- 28. Permit/Approval Applications
 - a. Right of Way - Water Sent _____ Approved _____
 - b. Right of Way - Sewer Sent _____ Approved _____
 - c. Department of Ecology - Sewer Sent _____ Approved _____
 - d. King County DNR - Sewer Sent _____ Approved _____
 - e. DOH - Water if not exempt Sent _____ Approved _____
 - f. King County Special Use Permit Sent _____ Approved _____
 - g. Other - _____ Sent _____ Approved _____
- 29. SEPA Checklist (required for pipe > 8'')
 - a. Submit draft checklist for District review _____
 - b. Determination _____
 - c. Notice of Action _____

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Preconstruction Phase

- 30. Offsite Easements Acquired by Developer and Provided to District _____
- 31. Copy of Clearing and Grading Permit Provided to District by Developer (if Project not in Right-of-Way) _____
- 32. Materials and Equipment Submittals Provided to District (3 copies) _____
- 33. Certificate of Insurance including Endorsements Provided to District _____
- 34. Copy of Itemized Bid for Water and/or Sewer Construction Provided to District for Cost Verification _____
- 35. Performance Guarantee Provided to District _____
- 36. Preconstruction Conference at District Office _____
- 37. Right-of-Way Preconstruction Conference at Job Site _____

Development Name: _____
 Water _____ and/or Sewer _____

		<u>Date</u>
59.	Bill(s) of Sale Provided to District	_____*
	Water	_____*
	Sewer	_____*
60.	Developer Provides Copy of Recorded Development Documents	_____#
61.	Reevaluate ERU Calculations	_____
62.	Calculate Final Acceptance Fees	_____
63.	Check for Unpaid Invoices and Compute Additional D/I Fees Owing for District Expenses	_____
64.	Payment of Final Acceptance Fees	Receipt # _____*
65.	Developer Provides Final Cost Summary for Construction of Water and/or Sewer Facilities	_____*
66.	Maintenance Guarantee Provided to District	_____*
67.	Backflow Prevention Assembly Test Report(s) Provided to District	_____*
68.	Letter to Health Dept, DDES and/or City Stating District Acceptance	_____
69.	District Prepares Meter Page	_____
70.	District Prepares DOH "Completion Report"	_____

* Indicates Items required for Final Acceptance of the Developer Extension Agreement by the District. The Date of Final Acceptance is the Date that the last item required was received. The Maintenance Guarantee is to be in force for at least one year from the Date of Final Acceptance.

71.	Approved System Use Prior to Final Asphalt Lift If YES, Maintenance Guarantee is in effect until 1 year AFTER District Final Inspection and Acceptance Following the Final Lift of Asphalt. This means the Maintenance Guarantee will be in effect for a period longer than 12 months on the entire system.	<u>YES/NO</u>
72.	Resolution Accepting Extension(s) Adopted by the Board	_____
73.	Determine Final ERUs and Include in Final Resolution	_____

One Year Post Acceptance Warranty Phase

74.	District Accepts Meter and Side Sewer Applications	_____
75.	District Releases Performance Guarantee	_____
76.	Developer Submits Reimbursement Agreement if Appropriate	_____
77.	District Processes Reimbursement Agreement	_____

Development Name: _____

Water _____ and/or Sewer _____

11-Month Inspection Phase

	<u>Date</u>
78. Developer Performs Jetting of Project Sewer System Immediately Prior to 11-month Inspection	_____#
79. Maintenance Guarantee Inspection Performed	_____
80. Punchlist of Inspection Provided to Developer	_____
81. Correction of Punchlist Items by Developer	_____#
82. Current Backflow Prevention Assembly Test Report(s) provided to District	_____#
83. Check for Unpaid Invoices and Compute Additional D/I Fees Owing for District Expenses or Amount of Refund of D/I Fees	_____#
84. District releases Maintenance Guarantee	_____

Indicates items required for the release of the Maintenance Guarantee.

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SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

DEVELOPER EXTENSION AGREEMENT

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- Sewer

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- Cash Maintenance and Pledge of Monies Agreement

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“District Technical Specifications” (current edition)

The ***“District Technical Specifications”*** contain the District’s Standard Details in 8-1/2” x 11” format. The District’s Standard Details are also shown on the District Standard Detail Drawings.

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GENERAL PROVISIONS WATER AND SEWER

WS-1 DEFINITIONS

- (a) "Contractor" means the person or firms employed by the Developer to do any part of the work, all of who shall be considered agents of the Developer.
- (b) "Design" means the preparation of the Plans for the extension to the District's water distribution and/or sewer collection system.
- (c) "Developer" means the party(s) entering into this Agreement with the District, including the Owner(s) and the Owner's Agent(s) (if applicable), as defined herein.
- (d) "District" means Sammamish Plateau Water and Sewer District, its authorized representatives, and the District Engineer.
- (e) "District Engineer" means the District Engineering Staff or the engineering firm, and that firm's representatives, which may be retained and assigned by the District Board of Commissioners to act as the Engineer for the work to be performed under this agreement.
- (f) "Extension" means the water and/or sewer lines and appurtenances to be constructed and installed through Developer's performance of this developer extension agreement.
- (g) "Inspection" means the District examination of the Work wherever it is in preparation or progress, and reasonable tests of the work.
- (h) "Otherwise Specified" or "As Specified" means the directions contained in the Plans, Special Specifications, if any and otherwise as given by the District incident to the performance of the work other than in these General Specifications.
- (i) "Owner" means the fee owner of the real property benefited by the proposed extension of the District's water distribution and/or sewer collection system.
- (j) "Owner's Agent(s)" means a party, firm, or entity that, by agreement with the Owner, is developing the real property, which is the subject of and to be benefited by the proposed extension to the District's water distribution and/or sewer collection system.
- (k) "Plans" means drawings, lists, notes and instructions, including reproductions thereof, of the work to be done as an extension to the District's water distribution and/or sewer collection system, prepared or approved by the District's Engineers.
- (l) "Project" means the subdivision, plat, short plat, commercial development, multi-family development, building or other facility or improvement for which the extension of the water and/or sewer system is being undertaken.
- (m) "Project Agent" means a party or firm, on behalf of the Developer, that facilitates the Project through the Developer Extension process.

- (n) "Project Engineer" means the engineering firm, and that firm's representatives, retained by Developer, to design and prepare the Plans for the work to be performed under this agreement in accordance with District specifications.
- (o) "Real Property" means the property(ies) owned by the Developer, and/or other owners for whom the Developer is acting as agent, for which the Extension is being installed.
- (p) "Specifications" means the directions, provisions, standards and requirements established by the District's Engineers for the performance of the work and for the quantity and quality of materials.
- (q) "Work" means the labor, materials, superintending, equipment, transportation, supplies and other facilities necessary or convenient to the completion of the proposed extension described in the application contained herein.

WS-2 PURPOSE

Sammamish Plateau Water and Sewer District, as a municipal corporation, has a responsibility to the public to insure that water and sewer mains laid on public streets or easements are constructed in accordance with currently accepted standards for public work. The requirements imposed upon Developers by these regulations are not arbitrary, but are intended by the District as a contract with the Developer, incorporating minimum standards which are prerequisite to acceptance of the work by the District as a part of its water and sewer systems. Privately constructed extensions will not be permitted thereto unless the work is performed and paid for in accordance with these regulations.

WS-3 DEVELOPER TO BE INFORMED

The Developer is expected to be fully informed regarding the nature, quality and extent of the work to be done, and if in doubt, to secure specific instructions from the District.

WS-4 NO THIRD PERSON SHALL HAVE ANY RIGHTS HEREUNDER

This agreement is made entirely for the benefit of the District and the Developer and successors in interest and no third person or party shall have any rights hereunder whether by agency or as a third-party beneficiary or otherwise.

WS-5 AUTHORITY OF PROJECT ENGINEER

The Developer shall have the right to select its own engineer to design and prepare the Plans. The Project Engineer shall only have authority to design and prepare the Plans for the extension to the District's water distribution and/or sewer collection system. Design work shall be in accordance with prudent engineering practice and all applicable governmental regulations and laws. The Plans shall conform in all respects to District specifications and must be approved by the District Engineer prior to commencement of work. The District shall have the sole right to approve or reject the Plans or require changes to be made to them. Failure of the District to require changes in the Plans prior to approval of them shall not be deemed a waiver of the District's right to require such changes in the Plans as the District may deem necessary during the course of Work. It is the responsibility of the Developer to ensure that the Plans prepared by Project Engineer conform in all respects to District Specifications. Failure by the District to discover errors, omissions or discrepancies in the Plans shall not relieve the Developer of this responsibility.

WS-6 SELECTION OF PROJECT ENGINEER

At the time of Developer's payment of Design/Inspection fees to the District, the Developer shall notify the District in writing of the person or firm proposed to do the Design. The Developer shall not employ any person or firm for any part of the Design work that the District may object to as incompetent, unfit or irresponsible.

WS-7 AUTHORITY OF DISTRICT

The District shall have authority to approve, reject or require changes in Plans prepared by Project Engineer. The District shall also have authority to require such changes in the Plans as the District may deem necessary during the course of work. The District shall have general supervision and direction of work and shall have authority to stop work whenever, in the opinion of the District, the work stoppage shall be necessary to insure compliance with the approved Plans and Specifications. The District shall have authority to reject work and materials that do not conform to the approved Plans and Specifications and permit requirements and to decide questions that may arise in the execution of the work.

Failure or omission on the part of the District to reject unsuitable, inferior or defective work shall not release the Developer or Developer's bond from performing work in accordance with this contract. District representatives have no authority to waive the obligation of the Developer to perform work in accordance with this contract.

WS-8 OWNERSHIP OF PLANS

All Plans and Specifications prepared by the Project Engineer and submitted to the District as a condition of this contract shall be owned by and be the property of the District. The Project Engineer agrees to assign all ownership and use rights to the Plans and Specifications to the District.

WS-9 SPECIFICATIONS INCORPORATED BY REFERENCE

Where federal, AWWA, ASTM, WASHDOT/APWA, King County, City of Sammamish, City of Issaquah, District or any other standard specifications are referenced to or included by reference herein, the latest issue and/or amendment thereto published at the date of approval of the Drawings by the District shall be incorporated in the contract by said reference as if set forth herein in full. Should a conflict exist between the approved design drawings and any standard specifications or details referenced herein, the approved design drawings shall prevail.

WS-10 PERMITS

The Developer shall not begin work until all necessary permits have been issued by the appropriate public authority. The Developer shall reimburse the District for all costs incurred by the District for permits, inspection fees and other charges imposed by any public authority because of the work. The Developer shall comply with the requirements of all permits issued for the work.

WS-11 PERFORMANCE GUARANTEE

Developer shall provide District with a Performance Guarantee, of a type and form (Cash, Performance Bond, Letter of Credit) as determined by the District in its sole discretion, to guarantee the completion of the construction of the facilities. It shall be provided prior to the time of the Preconstruction Meeting and shall run until such time as the District has; 1) accepted the work, including final inspection and acceptance in the field, and receipt of as-built drawings, Bill of Sale, fees owing to the District, and Maintenance Guarantee or 2) otherwise agreed to release the

Performance Guarantee pursuant to Paragraph WS-55 "Developer Extension Termination". The Performance Guarantee shall be in the amount of the cost of installation of facilities covered under the Developer Extension Agreement. Such amount shall be determined by the Engineer's estimated cost of the extension or the Contractor bid price at the election of the District.

WS-12 LIABILITY INSURANCE

The Developer shall procure commercial general liability, automobile liability, excess/umbrella liability, and workers compensation insurance on an occurrence basis against liability to the developer, the District, the District Engineer and the District employees for negligent injury to person or property related in any way to the performance of this Agreement and/or resulting from performance, supervision, or inspection of the work. The District shall be named as an additional insured/certificate holder under such policy. Proof of the existence of such insurance shall be provided to the District by original certificate of insurance and endorsements in the form attached hereto. The minimum limits of coverage shall be as follows:

1. Commercial General Liability
 - \$2,000,000 each occurrence Bodily Injury and Property Damage
 - \$2,000,000 General Aggregate
 - Employees and Volunteers as Additional Insured for both on-going and completed operations
 - Premises and operations
 - Broad form property damage including underground, explosion and collapse hazards (XCU)
 - Products completed operations (through guaranty period)
 - Blanket contractual
 - Subcontractors
 - Personal Injury with employee exclusion deleted
 - Employers liability (Stop gap)
2. Automobile Liability
 - \$2,000,000 per accident Bodily Injury and Property Liability covering:
 - o Any owned automobile
 - o Hired automobiles
 - o Non-owned automobile
3. Umbrella Liability
 - \$2,000,000 per occurrence
 - \$2,000,000 aggregate
4. Workers Compensation and Employers' Liability
 - \$2,000,000 per occurrence
 - \$2,000,000 aggregate

WS-13 INDEMNITY

The Developer shall indemnify, defend and hold the District and all its representatives harmless from and against all losses and claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against the District by reason of the act or

omission of the Developer, Developer's agents or employees, in the performance of the work, and for any cost or expense incurred by the District in connection therewith, including overhead expense, legal expense, attorney's fees and costs attributable thereto; and if suit in respect to the foregoing is filed, the Developer shall appear and defend the same at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by the District, the Developer shall pay the same.

WS-14 NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work, the Developer and Contractor shall comply with all federal, state and local codes, statutes and ordinances prohibiting employment discrimination.

WS-15 NOTICE OF DEVELOPER EXTENSION AGREEMENT

District shall have the right to record notice of the Developer Extension Agreement on the Real Property which is the subject of this Developer Extension Agreement. The Notice will be recorded with the King County Recorders Office.

WS-16 GOVERNING LAWS

This agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the State of Washington. Any suit to enforce the provisions of the agreement shall be brought in King County, Washington, Superior Court.

WS-17 ROYALTIES AND PATENTS

Developers shall pay all royalties and license fees and defend all suits or claims for infringement of any patent rights and shall hold the District harmless on account thereof, except the District shall be responsible for all such loss if a particular process or the product of a particular manufacturer is specified by the District, unless the Developer or Developer's Contractor has information that the process or article is an infringement of a patent and fails to promptly notify the District thereof in writing.

WS-18 CONTRACTORS

At least five (5) days prior to the start of work by any person or firm, the Developer shall notify the District in writing of the name of the person or firm proposed to do the work and shall not employ any person or firm for any part of the work that the District may object to as incompetent, unfit, or irresponsible. Nothing contained in this agreement shall create any contractual rights between the District and any person or firm employed to do the work.

WS-19 EXISTING UTILITIES OR OBSTRUCTIONS

Existing utilities and obstructions shall be shown on the Plans so far as known to the Project Engineer responsible for the preparation of the Design, but may have been obtained from old drawings or verbally from persons connected with a particular utility. Such information is not guaranteed but is made available to the Developer for such value as it may have. Incompleteness or errors in this information shall not be the cause of claim against the District nor shall it relieve the Developer of responsibility for repairing any damage Developer's activities may cause to such utilities. The Developer shall reimburse the District for damage to the property of the District or damage to the property of others for which the District is liable, caused by the Developer and for other expense, including attorney's fees and court costs incurred by the District because of such damage. Whenever the Contractor fails to repair or restore existing improvements damaged by

Contractor's operators within 72 hours of notice from the District to effect such repair and restoration, the District may order said work done by others and all costs incurred shall be paid by the Developer. The District recommends the use of One-Call for underground utility locations, of which the telephone number is available at the District Office.

WS-20 MATERIALS AND EQUIPMENT SUBMITTAL

The Developer shall submit three (3) copies of the materials and equipment submittal with the District no later than ten (10) calendar days prior to the beginning of construction, including the quantity, manufacturer, model number and technical specifications, if applicable, of material and equipment to be installed as part of the work. The submittal shall include the manufacturers' information ("catalog cuts") for specified material and equipment, including information on operation and maintenance of the material and equipment. Information shall be furnished to the District in three (3) separate, labeled binders. The District shall have the right to reject materials and equipment which, in the District's opinion, do not conform to District Specifications and the approved Plans. Failure of the District to reject materials and equipment at the time the list is filed shall not be deemed a waiver of the District's right to reject such materials or equipment at a later time.

WS-21 GUARANTEE BY MANUFACTURER

If requested by the District or the District Engineer, a written guarantee made by the manufacturer of any materials to be incorporated into the work shall be furnished, guaranteeing to the District that such materials shall conform to District Specifications and the Specifications otherwise applying to the work.

WS-22 DETERMINATION OF "OR EQUAL"

The District shall be the sole and final judge whether pipe, supplies, materials, and other components or equipment qualify as "or equal" substitutions under the Plans and Specifications.

WS-23 DEVELOPER'S SUPERVISION

The Developer shall keep on the work, during its progress, a competent supervisor who shall represent the Developer during Developer's absence, and to whom instructions may be given as though to the Developer. The Supervisor shall make themselves familiar with the terms and conditions of this Developer Extension Agreement, the Plans and Specifications and shall promptly report to the District any error, inconsistency or omission which they may discover.

WS-24 COMPLIANCE WITH PUBLIC AUTHORITY

The work shall be done in accordance with regulations of each public authority, including the local, county, state and federal agencies that may have jurisdiction over the manner and quality of performance of the work. The public shall not be inconvenienced unnecessarily in its use of the public streets. The Developer shall enforce discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to them. Employees or agents of the Developer, who may impair the quality of the construction, shall be removed from the work upon the written request of the District.

All construction in public roads or rights-of-way shall be done in accordance with the standards and requirements of the governmental agency having jurisdiction, and in accordance with requirements of the franchise or permit therefore. The Developer and Contractor shall be responsible to ascertain these requirements.

WS-25 OMISSIONS AND DISCREPANCIES

Minor items of work or materials omitted from Plans and Specifications, but clearly inferable from the same and which are called for by accepted good practice, shall be provided and/or performed by the Developer as part of the construction. In case of doubt, the District shall be consulted and its decision shall be determinative.

The Developer shall carefully study and compare all drawings, specifications, and other constructions and shall report in writing to the District any error, inconsistency or omission. If in the course of construction any discrepancies between the drawings and the physical condition of the site are found the Developer shall notify the District immediately in writing. Any work done after such discovery and before District approved changes to the Plans and Specifications will be done at the Developer's risk.

WS-26 USE OF COMPLETED PORTIONS

The District shall have the right to take possession of and use any completed or partially completed portions of the work although the time may not have expired for completing the entire work, and this shall not be deemed acceptance of any of the work. However, the District is not obligated to supply service to the Developer's property until all work and the requirements of the Developer Extension Agreement are completed and the Developer Extension Agreement is granted Final Acceptance by the District.

WS-27 POINTS AND INSTRUCTIONS

The Developer shall provide all property corners, and street and easement centerline stakes, and shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. The Developer shall not proceed until they have made timely request of the District for, and have received, such points and instructions as may be necessary as the work progresses. The work shall be done in strict conformity with such points and instructions. The Developer shall carefully preserve bench marks, reference points and stakes, and, in case of destruction, shall be charged for any resulting expense such as the cost of restaking and shall be responsible for any errors that may be caused by their absence or disturbance.

WS-28 STAKING OF WORK

The Developer shall be responsible for providing the Contractor with survey staking necessary to install the work as shown on the plans. The survey staking shall be performed by persons skilled in the practice.

WS-29 USE OF WATER

The Developer shall be charged, pursuant to District resolution, for all water used in construction, street cleaning or other use. The cost of water used for flushing the water mains and/or for jetting the sewer mains during construction is included in the Design and Inspection Phase Fees that are incorporated in this Agreement. If repeated flushing/jetting of the main(s) is necessary and the District determines the flushing/jetting is beyond that covered by the fees referenced above, the Developer shall be charged for the water use not covered by the Design and Inspection Phase Fees.

WS-30 INSPECTION AND TESTS

All work shall be subject to full-time inspection by the District. The District shall at all times have access to the work wherever it is in preparation or progress, and the Developer shall provide proper facilities for such access and inspection. The Developer shall make reasonable tests of the work at the Developer's expense upon the District's request. Whenever work must be specially tested or inspected for compliance with public regulations, or with the Plans and Specifications, the Developer shall give the District reasonable notice of the readiness of the work for such test or inspection. The District will attempt to make inspections within 24 hours of notification by the Developer. Work shall not be covered up without consent of the District, and if it should be covered without such consent, it must be uncovered for inspection at the Developer's expense if requested by the District. Such inspections and test shall not relieve the Developer of any of the responsibilities under this Agreement.

WS-31 PLANS AND SPECIFICATIONS ACCESSIBLE

The Developer shall have one copy of the Approved Plans and Specifications constantly accessible on the job.

WS-32 QUALITY OF MATERIALS AND WORKMANSHIP

Unless otherwise specified, all materials shall be new, and workmanship and materials shall be of the highest quality commonly used. The Developer shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

WS-33 SAFETY

The Developer and Developer's Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during the performance of the work. This requirement will apply continuously and not be limited to normal working hours.

The duty of the District to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on or near the construction site.

WS-34 SANITATION

Necessary sanitation convenience for the use of workmen on the job, properly excluded from public observation, shall be provided and maintained during the performance of the work.

WS-35 SERVICE INTERRUPTIONS

The Developer shall notify the District at least five (5) working days before an interruption of service is scheduled to occur. The District will notify persons whose service will be interrupted due to the work covered herein. Service interruptions shall not be scheduled on Friday.

WS-36 ACCESS

Bridging shall be provided across private driveways and roadways during the period when trenches are open to avoid interference with normal traffic flow.

WS-37 PUBLIC HAZARD OR INCONVENIENCE

If the performance of the work should result in hazard or substantial inconvenience to the public, the District may correct the same, if in the opinion of the District, the correction is necessary. The Developer shall, on request, reimburse the District for the expense incurred. The Developer shall also reimburse the District for the expense incurred in complying with any order of public authority lawfully made with respect to the work during the performance of the work or within one year after final acceptance of the same.

WS-38 TRAFFIC MAINTENANCE AND PROTECTION

All work shall be performed with due regard for the safety and convenience of the public and so that interference with automotive and pedestrian traffic will be minimized. Flagging personnel, barricades, signs and traffic control furnished or provided shall conform to the standards established in the latest edition of the Manual on Uniform Traffic Control Devices. The District may require the construction of two-way vehicular bridges of approved construction on important streets. Where detours are built, they shall be graded and maintained to the satisfaction of the District. Soft shoulders shall be plainly marked to warn motorists. Access shall be provided to cross cut roads and driveways as directed by the District.

Where construction has been completed or is in progress in existing streets, the streets shall be graded and maintained to the satisfaction of the District. No detours for foot traffic shall be more than one block in length and where crossing trenches, detours shall be provided with adequate footbridges with handrails. At least one half of existing streets shall be left open for traffic and emergency vehicles at all times.

WS-39 CONFINEMENT OF CONTRACTOR'S OPERATIONS

The Contractor shall confine construction activities within the property of the Developer and the limits of easements and construction permits outside of the Developer's property. All work on easements and permit areas outside the Developer's property shall be performed in strict compliance with the provisions of the easement or permit, with which provisions the Contractor shall be familiar. Any damage to property or persons from any encroachment beyond these limits shall be the responsibility of the Developer. Equipment and materials storage shall be confined to the Developer's property. Pipe strung on public right-of-way shall be placed a safe distance from any traveled road in such manner as to avoid accidental rolling onto the road. No driveways shall be blocked. Lighted barricades in an adequate number and locations, pursuant to state, county and local regulations, shall be provided.

WS-40 PROTECTION OF WORK AND PROPERTY

The Developer shall exercise due care to protect property and the work addressed by this agreement. The Developer shall be solely responsible for any loss or damage to property or the work herein occurring prior to the completion of and final acceptance of the work by the District.

WS-41 OTHER WORK

The District has the right to let other contracts for other work that may affect the work hereunder. Other persons performing such other work shall be afforded reasonable opportunity for introduction and storage of their materials and execution of their work. The work hereunder and such other work shall be properly coordinated and connected. If any of the work hereunder depends on the proper execution of the work of other persons, the Developer shall inspect and promptly notify the District in writing of any defects in such other work which render it unsuitable for the execution of the work

hereunder. The Developer's failure to inspect and notify the District shall constitute acceptance of the other work as suitable.

The District is not obligated to provide service to the Developer's property if the other work has not been completed and accepted by the District and is necessary to provide service to the Developer's property.

Where the Developer and others are working in the same area, the District will attempt to coordinate such work for its harmonious and timely completion.

WS-42 PAVEMENT REMOVAL

Removal of existing paving in public roads shall be done in accordance with the governing agency's requirements and in private property shall be precut to one foot wider than the trench shoulder line and to a neat vertical edge.

WS-43 CLEANUP

The construction site shall be kept clean during the progress of the work. Before the work shall be considered complete, the Developer shall clean out ditches that may have been filled during the work, replace damaged surfacing, remove surplus materials and trash and dispose of brush, repair all damages, and otherwise leave the job in a neat, orderly and workmanlike condition. Dust control shall be provided during the progress of the work and during cleanup. The Contractor shall keep existing roads and streets adjacent to or within the limits of the project open to and maintained in a good and safe condition for traffic at all times. The Contractor shall remove, on a daily basis, any deposits or debris that may have accumulated on the roadway surface as a result of construction operations. Removal shall be performed on a more frequent basis should the District determine that such removal is necessary. Any damage resulting from the Contractor's operation shall be repaired by the Contractor at no expense to the Owner or District.

WS-44 FINAL INSPECTION AND ACCEPTANCE

All material and completed work are subject to final inspection by the District, which shall have the right to subject any portion thereof to such tests as in the opinion of the District shall be necessary to determine whether or not the work complies with the Plans and Specifications.

WS-45 DEFECTIVE WORK AND CORRECTIVE ACTION

During construction, work that is found by the District not to comply with the Plans and Specifications shall be remedied so as to comply therewith. Subsequent to completion and within one year after the work has received final approval and acceptance by the District, the Developer shall correct or replace any defective work or material discovered by the District. Such correction or replacement **shall commence within seven days** from the time of receipt of notice from the District and shall be completed promptly. Failure to commence such correction or replacement within seven days will result in the District notifying the Developer's bonding company of the Developer's failure to complete the required construction and giving the bonding company 30 days to complete the required correction or replacement. If not so commenced within the above-stated time period, or in an emergency as determined by the District at its sole discretion, when damage may result from delay, such correction or replacement may be made by the District, or by a contractor hired by the District, at the expense of the Developer. The Developer shall reimburse the District, upon demand, for any expense resulting from defects which appear within one year after acceptance of the Developer's work, including actual damages, cost of materials and labor expended by the District in making emergency repairs, cost of engineering, inspections and supervision by the District or the

Engineers, legal expense, and attorney's fees and costs reasonably incurred by the District as a result thereof.

WS-46 RESTORATION OF IMPROVEMENTS

Culverts, driveways, roadways, pipelines, monuments or other existing improvements which are removed or disturbed in the course of the work shall be restored to their original condition at the expense of the Developer. In cutting through established lawns, the sod shall be removed before trenching and replaced after backfilling to the satisfaction of the property owner. A signed release from the affected property owners will be required. As a minimum requirement, all restoration shall be made to the condition of the area prior to construction.

In areas where restoration of existing improvements will be necessary and to provide records of existing improvements, the Developer shall provide a video and/or photographic record before and after construction as required and acceptable to the District.

WS-47 "AS-BUILT" DRAWINGS

The Developer/Contractor shall maintain, on the jobsite, project field plans marked to indicate District approved plan revisions made in the field and other details of construction. The marked-up project field plans shall be made available to the District upon completion of the construction. The Developer shall be provided with a copy of the field plans and shall be responsible for providing the District with "As-Built" record drawings on a mylar format, clearly marked as "As-Built", as defined in the District *Technical Specifications*, current edition.

The Developer shall furnish any additional information required by the District for the preparation of "As-Built" record drawings, such as, but not limited to; locating bends installed in the water main from two permanent, above ground fixtures, survey of sewer inverts, and field-survey of all water and sewer features visible from the surface (meter boxes, valves, fire hydrants, side sewer stakes, manholes, cleanouts, etc).

WS-48 MAINTENANCE GUARANTEE

Upon completion of the work and approval of the District, the Developer shall, as a condition of acceptance by the District, supply to the District a Maintenance Bond or Cash Maintenance Agreement (forms are attached), to guarantee all materials and workmanship for a period of one year after final acceptance of work. The Maintenance Guarantee shall be in the amount of ten (10) percent of the construction cost, including tax, for the water and/or sewer improvements. The minimum Maintenance Guarantee shall be two thousand dollars (\$2,000.00), or the actual cost of construction if the actual cost is less than two thousand dollars. A copy of the contractor's bid, and/or payment requests, as required by the District, shall be provided to the District upon completion of the work, as backup for the Maintenance Guarantee amount.

WS-49 LIENS

Prior to acceptance of the work, the Developer shall deliver to the District a complete release of all liens that might arise out of the performance of the work or such other evidence as may be acceptable to the District that there are no liens against the work. If any lien arises or remains unsatisfied after acceptance of the work, the Developer shall reimburse the District for any costs incurred on account thereof.

WS-50 EASEMENTS

All easements required shall be obtained by the Developer without cost to the District and shall provide for permanent easements and construction easements as shown on the Plans. The Developer shall provide the District with supporting data to verify the location of all easements. All easements shall be a minimum of 15 feet in width. The Developer shall provide the District the Easement(s) through a form or process acceptable to the District. This shall be on one of the District's standard forms, and may also be shown on documents recorded with as part of King County's, the City of Sammamish's or the City of Issaquah's requirements for final acceptance of the Development. On the District's standard forms the legal description shall be clearly written in a manner that the easement can be plotted from the description. In the event that legal services are required incident to easements beyond review of the form thereof, the costs of such services shall be paid by the Developer in amount as billed to the District before acceptance of the proposed extension.

Any required easements not located on the property for which this Developer Extension Agreement is being completed shall be obtained, in the name of the District, by Developer, at Developer's expense, using a standard District form. The original easement or a copy of such recorded easement shall be delivered to the District prior to commencement of construction.

All required easements located on the property for which this Developer Extension Agreement is being completed shall be provided by the Developer prior to Final Acceptance of the water and/or sewer improvements covered by this Agreement. Where water and sewer facilities are not located in the right-of-way or proposed right-of-way, such facilities shall be located in separate utility tracts and easements encompassing the tracts will be granted to the District. Prior to acceptance of said extension the; 1) original easement on a standard District form and 2) a copy of the documents to be recorded as part of King County's, the City of Sammamish's or City of Issaquah's requirements for final acceptance of the Development showing the easement location and containing the same easement restrictions as on the standard District form, shall be delivered to the District.

The Developer shall provide all necessary easements at Developer's sole cost regardless of changes in the Contract Plans and, if required, a title insurance policy in a sum not less than \$10,000 per 500 feet of easement free and clear of encumbrances. The District may require the Developer to provide a survey of the as-built improvement to verify the location in the easement.

WS-51 BILL OF SALE

Upon completion of the work and approval of the District, the Developer shall, as a condition of acceptance by the District, convey the work to the District by Bill of Sale, a form of which is attached.

WS-52 CROSS CONNECTION CERTIFICATION

Pursuant to Washington State Regulations, WAC 248-54-285, and District Resolution No. 3340, all backflow prevention devices installed must be certified and tested by a Certified Washington State Cross Connection Specialist or Backflow Tester. This includes all such devices in facilities served by District water service provided by this Agreement.

WS-53 REIMBURSEMENT APPLICATION

Pursuant to District Resolution No. 3144, or as such Resolution is updated or modified by the District Board of Commissioners, when the Developer is eligible for reimbursement for water and/or sewer facilities to be constructed as part of the Developer Extension Agreement pursuant to Chapter 57.22 RCW, the Developer shall execute an Application for or Waiver of Reimbursement

Agreement for Water/Sewer Facilities, at the time of the Predesign Meeting indicating whether the Developer chooses to exercise the right to apply for or receive reimbursement. If the Developer chooses to exercise the right for reimbursement, the Developer shall comply with the requirements for executing a reimbursement agreement with the District in the form as attached herein, or as more recently revised by the District.

WS-54 RATES AND CHARGES

The Property described in this Agreement shall be subject to all rates and charges established by the District.

WS-55 DEVELOPER EXTENSION AGREEMENT TERMINATION

- A. Initiated by District
Should the Developer fail to comply with, perform and/or meet any of the conditions associated with the Agreement or conditions associated with Certificate(s) of Water and/or Sewer Availability issued by the District in conjunction with the Agreement, the District may, in its sole discretion, terminate the Developer Extension Agreement prior to its completion. In the event of such termination the District shall reimburse connection fees and charges paid by the Developer pursuant to this Developer Extension Agreement, up to a maximum of \$250 per Equivalent Residential Unit for water and up to \$250 per Equivalent Residential Unit for sewer, to the extent that such fees and charges have not been used, committed to or the collection of such relied upon for the planning, facilities construction, etc. by the District.
- B. Initiated by Developer
Should the Developer request that the Developer Extension Agreement be terminated before its completion, the District will consider and may approve such request on the condition that 1) all District fees such as Engineering, administrative and legal relating to the Agreement be paid in full, and 2) as otherwise conditioned by the District such as the completion of a portion of the extension improvements.

The District shall reimburse connection fees and charges paid by the Developer pursuant to this Developer Extension Agreement, up to a maximum of \$250 per Equivalent Residential Unit for water and up to \$250 per Equivalent Residential Unit for sewer, to the extent that such fees and charges have not been used, committed to or the collection of such relied upon for the planning, facilities construction, etc. by the District.

WS-56 INCORPORATION OF CERTIFICATE(S) OF AVAILABILITY

If a Certificate of Water and/or Sewer Availability (“Certificate”) is issued by the District for the Project that relates to this Developer Extension Agreement, the terms and conditions for the Certificate(s) are hereby incorporated in the Developer Extension Agreement by this reference as if set forth herein in full.

END OF SECTION

SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

**DEVELOPER EXTENSION AGREEMENT
PROJECT INFORMATION**

WATER _____ and/or SEWER _____

Name of Development _____

<u>OWNER'S AGENT (DEVELOPER)</u>	<u>PROJECT AGENT</u>
Name:	Name:
Designate Developer Status __ Corporation __ Partnership __ LLC __ Joint Venture, __ Sole Proprietorship __ Other: _____	Address:
Address:	Telephone:
	Fax:
	<u>PROJECT ENGINEER</u>
Telephone:	Name:
Fax:	Address:
Is Owner's Agent the Property Owner: Yes/No If No: <u>OWNER (DEVELOPER)</u>	
Name:	
Address:	Telephone:
	Fax:
Telephone:	PRIMARY CONTACT
Fax:	__ Owner's Agent, __ Owner __ Project Agent, __ Project Engineer

Refer to the General Provisions, Section WS-1, "Definitions", for an explanation of each of the parties and their project roles listed above. Complete this page indicating all owners of the real property who must sign this agreement and are responsible for its performance. Also identify the Owner's Agent, if any. Project Agent and Project Engineer shall also be indicated.

REAL PROPERTY INFORMATION

Tax Lot Number(s): _____ Attach a legal description
Property Size: _____ Property Zoning: _____
Location Description:

APPLICATION AND AGREEMENT TO CONSTRUCT EXTENSION(S) TO WATER AND/OR SEWER SYSTEM(S)

The undersigned, as the Developer herein, hereby makes application to the Commissioners of the Sammamish Plateau Water and Sewer District, as the District herein, for permission to construct and connect a private extension to the District's existing water and/or sewer system(s) as herein provided. 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 and as follows:

1. Location of Water and/or Sewer System Extension(s).

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

See Attached Real Property Legal Description

2. Warranty of Authority.

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

3. No Assignment Without District Approval.

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

4. Description of Extension(s).

The proposed extension(s) will consist of water pipe and appurtenances and/or sewer pipe and appurtenances and shall be installed in accordance with this Agreement and with such Plans and Specifications as Project Engineer may prepare in conformity with District specifications and as approved by the District.

5. Fees to be paid by the Developer.

(A) Preliminary Fees

(1) Administrative Fee

The Administrative fee shall be as set by District Resolution. The resolution establishing the Administrative fee for the Developer Extension Agreement is available at the District Office. All Administrative fees for the Developer Extension Agreement shall be paid at the time of, and as a condition of, the District entering into this Developer Extension Agreement. The Administrative fee is non-refundable.

The Administrative fee for the Water portion of the Developer Extension Agreement shall include, but not be limited to, the administrative costs of preparing the Agreement, preparation of a Certificate of Water Availability, and District staff costs associated with the Pre-design meeting and with providing preliminary design information. If a computer analysis of the fire flow available to the Project is deemed necessary by the District or if a hydrant flow test of the District's system in the area of the proposed Project is requested, there shall be an additional fee charged based on a time and materials basis, plus 15% overhead costs. The Administrative fee shall also include the cost of closing the Developer Extension Agreement, including preparation of the Resolution of Final Acceptance, notification of completion to the land use agency, recording fees, and other administrative matters.

The Administrative fee for the Sewer portion of the Developer Extension Agreement shall include, but not be limited to, the administrative costs of preparing the Agreement, preparation of a Certificate of Sewer Availability, and District staff costs associated with the Pre-design meeting and with providing preliminary design information. If a computer analysis of the collection systems' capabilities available to the Project is deemed necessary by the District, there shall be an additional fee charged based on a time and materials basis, plus 15% overhead costs. The Administrative fee shall also include the cost of closing the Developer Extension Agreement, including preparation of the Resolution of Final Acceptance, notification of completion to the land use agency, recording fees, and other administrative matters.

(2) General Facility Charges

The Developer shall pay General Facility Charges, as determined by the District as a condition of final acceptance of this Developer Extension Agreement and the extension improvements by the District. The General Facility charge shall be set by District Resolution. If the General Facility charge is revised by District Resolution after this Developer Extension Agreement has been entered into and before the water and/or sewer system improvements have been finally accepted for ownership by the District, the charges in effect at final acceptance shall apply. The resolution establishing the General Facility Charges is available at the District Office.

At the time of, and as a condition of the District entering into this Developer Extension Agreement, a partial payment on the General Facility Charges owing

for the Project shall be paid by the Developer. For Single Family Residential Developments this shall be at a rate of \$500 per lot for Water General Facility charges and/or \$500 per lot for Sewer General Facility charges. For Non-Single Family Residential Developments, including commercial developments, this shall be at a rate of \$500 per Equivalent Residential Unit (ERU) for Water General Facility Charges and/or \$500 per ERU for Sewer General Facility Charges, the number of ERUs to be determined by the District.

The portion of the General Facility Charges not paid upon entering into the Developer Extension Agreement, the Remaining General Facility Charges, shall be paid to the District, by the Developer, within thirty (30) days of King County's, City of Sammamish's, or City of Issaquah's approval of the first land use process/procedure for which the Certificates of Water and/or Sewer Availability were issued in connection with the execution of this Developer Extension Agreement, or if the land use process/procedure is appealed - within thirty (30) days of the date of the final decision rendered by the appropriate authority on the appeal(s) such as a Hearing Examiner or Court, or no later than at the time of initiation of the Design and Inspection Phase of the Developer Extension Agreement ("Remaining GFC Due Date"). If, between the time of entering into the Developer Extension Agreement and payment of the Remaining General Facility Charges, any changes to the General Facility Charges are necessary due to; changes in the scope of the Developer's Project, identification of additional sources of water consumption or changes in the District's General Facility Charge Rate, reconciliation of the charges shall be made at the time of payment of the Remaining General Facility Charges. The County's or City's approval of the first land use process/procedure shall include, but not be limited to, preliminary plat approval, issuance of a building permit or preliminary short plat approval. In the event the General Facility Charges are not paid within said thirty (30) day period, the District shall impose a late charge on the entire amount due at the rate of twelve percent (12%), **with the late charge accrual starting on the Remaining General Facility Charge Due Date, and accruing until the unpaid and Remaining General Facility Charges and all accrued late charges are paid in full.** If the General Facility Charge Rate has changed, the late charge shall be calculated on the General Facility Charge Rate in effect on the day the Remaining General Facility Charges were due. If Certificates of Water and/or Sewer Availability are not required for the project for which the water and/or sewer extension improvements are being installed, the Remaining General Facility Charges shall be paid at the time of initiation of the Design and Inspection Phase of the Developer Extension Agreement.

If, between the time of payment of Remaining General Facility Charges and final acceptance of the extension improvements by the District, any changes to the General Facility Charges are necessary, reconciliation of those changes shall be made with the Final Acceptance Fees. See Section 5.(C)(4), General Facility Charge Adjustments, of this Agreement.

(B) Design and Inspection Phase Fees

Developers shall pay the Design and Inspection Phase Fees at the time of the Pre-design meeting or when the design is given to the District for design review, if a Pre-design meeting is not held.

If, between the time of entering into the Developer Extension Agreement and payment of the Design/Inspection Phase fees, changes to the District's Design/Inspection Phase Fee Rate Schedule are adopted by the District, the rate schedule in effect at the time of payment of the Design/Inspection Phase fees shall apply. This Rate Schedule represents the current average District costs for Developer Extension Agreements. However, since many factors may affect the District's actual costs of administering, reviewing, and inspecting a project, the Developer shall pay the actual District costs associated with the Design and Inspection Phase of the work. If the District's costs are less than the fees paid, the District will refund the balance of the Design/Inspection Phase fees to the Developer upon release of the Maintenance Guarantee following correction of deficiencies identified in the 11-month inspection. Any District fees and costs that exceed the total amount of the Design/Inspection fees paid by the Developer will be invoiced to the Developer on a time and materials basis, plus 15% overhead. Any invoice not paid within thirty (30) days of the invoice date shall accrue interest at the rate of 1% per month until paid in full. Further, failure to pay the invoices within thirty (30) days of the date of the invoice will result in all activities being suspended, including construction activities, related to the water and sewer facilities until such time as the invoice and any accrued interest is paid in full.

The Design/Inspection Phase fee rate schedule in effect at the time of Developer Extension Agreement preparation is included, for information purposes only, in the Calculation Sheets following the Water and Sewer Fee Summary pages. The resolution establishing the Design and Inspection Phase Fees is available at the District Office.

(1) Design Review and Inspection Fees

The District's calculation of average Design Review and Inspection fees is based on services related to: preliminary design, checking conformity with the District's Comprehensive Plan, design checking, application form completions for agency submittals, Developer Extension Agreement administration, Project Engineer approval, Contractor approval, materials approval, a preliminary charge for other agency permit applications (e.g., right-of-way permit) and coordination, construction inspection, pressure testing inspection, water quality testing, punch list inspection, final inspection, easement review, review of final project costs and the bill of sale, review of as-built drawings, input of as-built drawings into the District's GIS system, and document recording. These fees do not include multiple reviews; redesigns during design checking or construction; negotiations for easements; special studies; legal services; or As-Built surveys. **These fees also do not include the cost of permits and outside agency inspections, which shall be paid by the Developer prior to Final Acceptance.** The District does not provide the following services: property surveys; surveying; or staking of mains, facilities or appurtenance.

(2) Flushing/Jetting Water

Flushing/jetting water fees shall include the flushing water used during normal construction procedures to obtain pressure tests and to flush the water mains for purity testing, and to jet the sewer lines for normal cleaning and prior to TV inspections. The District may assess additional flushing/jetting water fees,

under Final Acceptance Fees, if it determines that the amount of water used by the Developer to obtain acceptable pressure and purity tests, or for cleaning has been excessive, due to repeated failure to attain acceptable results.

Flushing/jetting water fees do not cover water used in or around buildings during the construction period for plumbing tests, irrigation or other uses. Applications for use of hydrant meters may be obtained at the District to obtain water for these uses. **Developer and/or Developer's Contractor shall be fined for tampering with the District's water system if valves, including fire hydrant valves, are operated without the District's prior approval and without the District being present.**

(3) Other Charges

The fees listed above are not intended to include allowance for any unusual costs and charges incurred by the District. Other charges may include legal services in excess of those normally required in administration of a Developer Extension Agreement, including but not limited to preparation and/or review of additional agreements, fees for Agency submittals, and other unusual or special costs. Other charges will be on a time and materials basis, plus 15% overhead.

(C) **Final Acceptance Fees**

Developers shall pay the Final Acceptance Fees prior to the District's final acceptance of the water and/or sewer system improvements and before the Developer may receive a letter (Health Letter) from the District stating that the water and/or sewer system improvements have been or will be finished in accordance with the District approved Plans and Specifications. If a Health Letter is not required for a project, or fees are identified after the Health Letter has been issued, payment of fees will be required prior to District accepting water meter or side sewer applications for property included in the Developer's project.

(1) Meter and Side Sewer Charges

a) Meter Charges:

Developers of Single Family Residential Projects shall pay applicable meter charges for irrigation meters. Domestic meter drop fees, (for Single Family Residential Projects), shall be paid by the Builder/Owner of each individual lot at the time of meter application. If the Developer chooses, the Developer may pay the meter drop fees for the domestic water meters.

For Non-Single Family Residential Projects, including commercial developments, Developer shall pay the applicable meter charges for all Domestic and Irrigation water meters.

The meter drop fees are set by District Resolution, a copy of which is available at the District Offices. If the meter drop fees are revised by District Resolution after this Developer Extension Agreement has been entered into and before the water and/or sewer system improvements have been finally accepted for ownership by the District, the fees in effect at final acceptance shall apply.

b) Side Sewer Inspection Charges:

Domestic side sewer inspection fees, (for Single Family Residential Projects), shall be paid by the Builder/Owner of each individual lot at the time of side sewer application. If the Developer chooses, the Developer may pay the side sewer inspection fees for the domestic side sewers.

For Non-Single Family Residential Projects, including commercial developments, Developer shall pay the applicable side sewer inspection charges for all side sewer connections.

The side sewer inspection fees are set by District Resolution, a copy of which is available at the District Offices. If the side sewer inspection fees are revised by District Resolution after this Developer Extension Agreement has been entered into and before the water and/or sewer system improvements have been finally accepted for ownership by the District, the fees in effect at final acceptance shall apply.

(2) Regional Capital Facility Charges

Developers of Single Family Residential Projects shall pay applicable Regional Capital Facility Charges for irrigation meters. Regional Capital Facility Charges for domestic meters, (for Single Family Residential Projects), shall be paid by the Builder/Owner of each individual lot at the time of meter application.

For Non-Single Family Residential Projects, including commercial developments, Developer shall pay the applicable Regional Capital Facility Charges for all Domestic and Irrigation water meters at the time of meter application.

The Regional Capital Facility Charges are set by District Resolution, a copy of which is available at the District Offices. If the Regional Capital Facility Charges are revised by District Resolution after this Developer Extension Agreement has been entered into and before the water and/or sewer system improvements have been finally accepted for ownership by the District, the fees in effect at final acceptance shall apply.

(3) Local Facility Charge

The Developer shall pay Local Facility Charge fees as determined by the District. The Local Facility Charge fees are required to cover the Developer's property's equitable share of the cost of water mains and/or sewer mains that have already been installed or will be installed in the future, adjacent to their property, if that property has not previously paid its equitable share of such improvements. Developer's property includes the entire parcel, including but not limited to sensitive areas, tracts and areas that may be set aside as non-buildable or other open space or reserve tracts, as part of the Development.

The Local Facility Charge fees are set by District Resolutions, copies of which are available at the District Office. If the Local Facility Charge fees are revised by District Resolution after this Developer Extension Agreement has been entered into and before the water and/or sewer system improvements have been finally accepted for ownership by the District, the fees in effect at final acceptance shall apply.

(4) Reimbursement Fees (Owing to Others)

The Developer shall pay all reimbursement charges owing for the Property. Reimbursement charges shall be owing for:

- a) Any existing reimbursement agreement with the District applicable to the Developer's extension/real property; or
- b) Any reimbursement agreement in force and effect applicable to the Developer's extension/real property at the time of the District's final acceptance of the Developer's extension.

(5) General Facility Charge Adjustments

If any adjustments to the General Facility Charges previously identified and paid for by the Developer are necessary due to changes in the scope of the Developer's Project, identification of additional sources of water consumption, changes in the District's General Facility Charge Rate by District Resolution (prior to final acceptance of the water and/or sewer system improvements for ownership by the District), or other reasons the changes shall be identified and the General Facility Charges for the Developer's Project shall be recalculated (adjusted General Facility Charges). The General Facility Charges are set by District Resolution, copies of which are available at the District Office.

If the Developer owes General Facility Charges greater than those previously paid, the Developer shall pay the additional amount to the District prior to final acceptance.

If the Developer has paid General Facility Charges in excess of those calculated with adjustments, the District will compare the adjusted General Facility Charges with the amount required in the partial payment of the General Facility Charge as identified in the Preliminary Fee Section 5.(A.)(2), General Facility Charges, of this Agreement.

If the adjusted General Facility Charges would be less than the partial payment, the District may consider a refund under the terms described in the Paragraph WS-55, Developer Extension Agreement Termination, of the General Provisions of this Agreement.

If the adjusted General Facility Charges would be more than the partial payment, the District will refund the Developer the excess amount.

Any refund will be made by the District by processing a voucher with King County, payable to the Developer, through the District's normal accounts payable process. The accounts payable process can take up to 60 days. When the check from King County for the excess General Facility Charge payment reimbursement is received by the District, it will be mailed to the Developer at the address listed on the Project Information sheet included as part of this Developers Extension Agreement, unless otherwise directed by the Developer in writing.

(6) Supplemental Developer Agreement Fees

a) Reimbursement Agreements

If the Developer chooses to enter into a Reimbursement Agreement with the District for facilities Developer has installed which benefit other properties adjacent or near to the installed facility, Developer shall pay: all District fees identified in the Reimbursement Agreement; filing fees for recording the Reimbursement Agreement with King County; and expenses for legal services in excess of those normally used in preparing the District's standard Reimbursement Agreement, including but not limited to changes to the District's standard Reimbursement Agreement requested by the Developer. Any fees or charges calculated on a time and materials basis shall be subject to a 15 percent overhead rate.

The Developer is also responsible for providing the District with, or paying fees and charges related to obtaining legal descriptions for all Properties identified in the Reimbursement Agreement.

b) Satellite Water Service Agreements

If it is necessary or desirable for the Developer's Project to be developed with a Satellite Water System, a Satellite Water Service Agreement may be entered into between the Developer and the District.

Developer shall pay: all District fees identified in the Satellite Service Agreement; filing fees for recording the Satellite Service Agreement with King County; and expenses for legal services in excess of those normally used in preparing the District's standard Satellite Service Agreement, including but not be limited to changes to the District's standard Satellite Service Agreement requested by the Developer. Any fees or charges calculated on a time and materials basis shall be subject to a 15 percent overhead rate. In addition the Developer is responsible for all fees and charges necessary for all applicable permits and approvals by all federal, state and county agencies having jurisdiction.

c) Agreement for System Use Prior to Final Lift of Asphalt

If the Developer requests and District agrees to allow use of the water and/or sewer system prior to completion of the water and/or sewer facility improvements, where the Developer has completed ALL REQUIREMENTS for Final Acceptance of the project EXCEPT placement of the final lift of asphalt, an Agreement for System Use Prior to Final Lift of Asphalt may be entered into between the Developer and the District.

Developer shall pay all District fees identified in the Agreement for System Use Prior to Final Lift of Asphalt, with such fees being set by District Resolution.

d) Manhole Plugging Agreement

If the Developer requests and the District agrees to allow connection of the side sewers of selected buildings to the sewer main prior to the Developer's completion of Final Acceptance of the sewer facility improvements, the manhole immediately downstream of the side sewers so connected shall be plugged. A Manhole Plugging Agreement will be required for each manhole that is plugged to set forth the requirements and

responsibilities of the Developer and the fees for administration and inspection associated with the early side sewer connection.

Developer shall pay all District fees identified in the Manhole Plugging Agreement. Execution of the Manhole Plugging Agreement by the District does not indicate and should not be construed by the Developer as provision of sewer service to the buildings with side sewers connected to the main under the Manhole Plugging Agreement.

e) Future Sewer Connection Agreement

The King County Comprehensive Plan requires Urban Designated property be developed with sewer service. In areas where sewer service is not currently available and will not be extended as part of the Developer Extension Agreement a Future Sewer Connection Agreement may be required by King County, the City of Sammamish or the City of Issaquah.

Developer shall pay all District fees associated with the execution and recording of the Future Sewer Connection Agreement.

f) Other Agreements

If any other Agreements between the Developer and the District are found to be necessary during the course of the Developer Extension Agreement, payment of additional fees or charges may be required. The Developer shall pay for all items such as, but not limited to, the preparation or review of any Agreements by the District's attorney and document recording fees. Any fees or charges calculated on a time and materials basis shall be subject to a 15 percent overhead rate.

(7) Other Charges

The fees listed above are not intended to include allowance for any unusual costs incurred by the District. Other charges may include: legal services in excess of those normally used in administration of a Developer Extension Agreement; fees for other Governmental Agencies submittals; redesign and/or checking of redesigns due to changes made after substantial completion of the original water and/or sewer system design and beyond the control of the District; outside consultant costs incurred for peer review, and other unusual or special costs. Other charges will be on a time and materials basis, plus 15% overhead.

Permits. The District will charge the Developer for the actual District costs associated with grading permits, right-of-way permits, or other permits.

11-Month Inspection Fee. The 11-Month Inspection fee covers the District's costs to inspect the installed facilities at the end of the Maintenance Guarantee period, identify any deficiencies, notify the developer to correct the deficiencies, provide inspection if necessary during the corrective action, and verify that the deficiencies have been corrected. The fee is non-refundable. If the District's costs exceed the non-refundable fee due to the extent of the corrections needed or other factors, the District's costs that exceed the fee will be billed to the Developer on a time and materials basis, plus 15% overhead.

WATER FEE SUMMARY SHEET
first of four sheets

Development Name

(A) PRELIMINARY/CERTIFICATE FEES

(1) Administrative Fee _____
\$750
 Hydrant Flow Test (Optional) _____

(2) General Facility Charges
 a) Partial Payment @ **\$500/ERU** _____
 No. Lots _____, No. ERUs _____
 (See Calculation Page A-17-a for ERUs)
 Meter Sizes: 3/4" _____, 1" _____, 1-1/2" _____,
 2" _____, Other _____

Minimum Payment Necessary to Enter into Agreement

Total _____
 Date Pd. _____
 Receipt # _____

Date of District Approval of Agreement _____

b) Remaining General Facility Charges _____
 No. Lots _____, No. ERUs _____
 (See Calculation Pages for ERUs)
 Meter Sizes: 3/4" ___ @\$ _____; 1" ___ @\$ _____;
 1-1/2" ___ @\$ _____; 2" ___ @\$ _____;
 Other _____

The GFC in effect at the time of payment of Remaining GFCs shall be charged. The figures given here are those in effect at the time of Agreement preparation, and are subject to change at any time without prior public notice.

Meter Size	3/4"	1"	1-1/2"	2"
GFCs	\$2535	\$6,337.50	\$12,675	\$20,280
Cascade View Zone GFC for all SF				\$5,922

less Partial Payment in (A)(2)a) (_____)

Due within 30 days of County or City Approval of Process/Procedure for Certificate issued w/this DE or no later than at the time of initiation of the Design & Inspection Phase of the DE.

(See Section (5)(A)(2).)
TOTAL _____
 Date Pd. _____
 Receipt # _____

WATER FEE SUMMARY SHEET
second of four sheets

Development Name

(B) DESIGN AND INSPECTION PHASE FEES

The Design Inspection Phase Fees rate schedule in effect at the time of payment of Design Inspection Phase Fees shall be charged. The rate schedule in effect at the time of Agreement preparation is provided on Page A-17-e, for your information, and is subject to change at any time without prior public notice.

(1) Design, Design Review and Inspection Fees

a) base fee of \$ _____

b) Water main _____ Lineal Feet _____

\$ _____ per foot for lineal footage of main outside of roadway

\$ _____ per foot for lineal footage of main along roadway, as determined by the District.

Minimum \$ _____

c) Water main

\$ _____ per connection of new main to existing system _____

d) Other Facilities _____

Pump Stations - \$ _____ designed by Dev. Eng.

Telemetry Programming - \$ _____

Pressure Reducing Stations - \$ _____ each

Detector Check Valve Assemblies - \$ _____ each

Fire Hydrant, tapped onto existing main with no additional main extension - \$ _____ each

Facilities not listed here shall be determined on a case by case basis.

(2) Flushing Water _____

\$ _____ for the first 1000 lineal feet of water main

\$ _____ per foot for lineal footage in excess of the first 1000 lineal feet of water main, as determined by the District.

(3) Other Charges _____

SEPA Checklist (for projects not categorically exempt from SEPA) \$ _____

Other Agency Permitting/Inspection Admin. \$ _____
(Permit/Inspection Costs collected at Final Acceptance)

TOTAL _____

Date Pd. _____

Receipt # _____

Date of Pre-Design Meeting _____

WATER FEE SUMMARY SHEET
third of four sheets

Development Name

(C) FINAL ACCEPTANCE FEES

(1) Meter Charges (Meter drop prices shown below)

Domestic Meters _____

(Optional for Single Family Residential)

_____ - 3/4" @ \$310.00; _____ - 1" @ \$425.00, _____ - 1-1/2" @ \$650.00

_____ - 2" @ \$750.00, _____ - 3" @ \$2,350.00; _____ - 4" @ \$3,650.00

Irrigation Meters _____

_____ - 3/4" @ \$310.00; _____ - 1" @ \$425.00, _____ - 1-1/2" @ \$650.00

_____ - 2" @ \$750.00, _____ - 3" @ \$2,350.00; _____ - 4" @ \$3,650.00

Note: Prices quoted are for meter drops, meter installation fees are not quoted.

(2) Regional Capital Facility Charges

All Meters (Optional for Single Family Residential) _____

Plateau Zone

_____ - 3/4" @ \$6,096.45; _____ - 1" @ \$15,241.12, _____ - 1-1/2" @ \$30,482.23

_____ - 2" @ \$48,771.57, _____ - 3" @ \$97,543.15; _____ - 4" @ \$152,411.17

Cascade View Zone

_____ - 3/4" @ \$0; _____ - 1" @ \$9,144.67, _____ - 1-1/2" @ \$24,385.79

_____ - 2" @ \$42,675.13, _____ - 3" @ \$91,446.70; _____ - 4" @ \$146,314.72

(3) Local Facility Charge

_____ lineal feet at \$_____/lineal foot _____

Streets or areas of frontage:

The LFC rate in effect at the time of Final Acceptance shall be charged. The general rate given here, \$145 per lineal foot, was in effect at the time of Agreement preparation, and is subject to change at any time without prior public notice

(4) Reimbursement Fees (Owing to Others) _____

Description of Reimbursement Basis and Factors:

(5) General Facility Charge Adjustments

See Calculation Sheets, page A-17-c, for Explanation

TOTAL + or - _____ if + _____

Payment to Developer Voucher # _____ if - _____

WATER FEE SUMMARY SHEET
fourth of four sheets

Development Name

(C) FINAL ACCEPTANCE FEES (Continued)

(6) Supplemental Developer Agreement Fees

a) Reimbursement Agreements _____
b) Satellite Water Service Agreements _____
c) System Use Prior to Final Lift of Asphalt _____
e) Future Sewer Connection Agreement _____
f) Other Agreements _____

g) Recording Fees
\$62.00/1st pg. + 1.00/pg.; # pgs = _____

Agreement Fee Total _____

(7) Other Charges

Right-of-Way Permits _____
Grading Permits _____
11-Month Inspection Fee (\$800 min, T&M for District costs that exceed \$800) _____

(C) FINAL ACCEPTANCE FEES - SUMMARY AND TOTAL

(1) Meter Charges

Domestic Meters _____
Irrigation Meters _____

(2) Regional Capital Facility Charge _____

(3) Local Facility Charge _____

(4) Reimbursement Fees (Owing to Others) _____

(5) General Facility Charge Adjustments _____

(6) Supplemental Developer Agreement Fees _____

(7) Other Charges _____

TOTAL _____
Date Pd. _____
Receipt # _____

SEWER FEE SUMMARY SHEET
first of four sheets

Development Name

(A) PRELIMINARY FEES

(1) Administrative Fee _____
\$750

(2) General Facility Charges _____

a) Partial Payment @ **\$500/ERU** _____

No. Lots _____, No. ERUs _____

(See Calculation Page A-17-a for ERUs)

Meter Sizes: 3/4" _____, 1" _____, 1-1/2" _____,
2" _____, Other _____

Minimum Payment Necessary to Enter into Agreement

Total _____

Date Pd. _____

Receipt # _____

Date of District Approval of Agreement _____

b) Remaining General Facility Charges _____

No. Lots _____, No. ERUs _____

(See Calculation Pages for ERUs)

Meter Sizes: 3/4" ___ @\$ _____; 1" ___ @\$ _____;
1-1/2" ___ @\$ _____; 2" ___ @\$ _____;
Other _____

The GFC in effect at the time of payment of Remaining GFCs shall be charged. The figures given here are those in effect at the time of Agreement preparation, and are subject to change at any time without prior public notice.

Meter Size	3/4"	1"	1-1/2"	2"
GFCs	\$2,395	\$5,987.50	\$11,975	\$19,160

less Partial Payment in (A)(2)a) (_____)

Due within 30 days of County or City Approval of Process/Procedure for Certificate issued w/this DE or no later than at the time of initiation of the Design & Inspection Phase of the DE.

(See Section (5)(A)(2).)

TOTAL _____

Date Pd. _____

Receipt # _____

SEWER FEE SUMMARY SHEET
second of four sheets

Development Name

(B) DESIGN AND INSPECTION PHASE FEES

The Design Inspection Phase Fees rate schedule in effect at the time of payment of Design Inspection Phase Fees shall be charged. The rate schedule in effect at the time of Agreement preparation is provided on Page A-17-e, for your information, and is subject to change at any time without prior public notice.

(1) Design, Design Review and Inspection Fees

a) base fee of \$ _____

b) Sewer main _____ Lineal Feet

\$ _____ per lineal feet outside of roadway

\$ _____ per lineal feet along roadway, as determined by the District

Minimum \$ _____

c) Sewer main

\$ _____ per connection of new main to existing system

d) Other Facilities

Lift Stations - designed by Dev. Eng

Mini-Lift Station – each, \$ _____ x _____.

Temporary Style, (submersible) \$ _____

Permanent Style (wet-well/dry well), \$ _____

Telemetry Programming (each lift station) \$ _____ x _____

Grease Interceptors/Oil Water Separators, each \$ _____ x _____

Facilities not listed here shall be determined on a case by case basis.

(2) Jetting Water

\$ _____ for the first 1000 lineal feet of sewer main

\$ _____ per foot for lineal footage in excess of the

first 1000 lineal feet of sewer main, as determined by the District.

(3) Other Charges

SEPA Checklist (for projects not categorically exempt from SEPA) \$ _____

Other Agency Permitting/Inspection Admin. \$ _____

(Permit/Inspection Costs collected at Final Acceptance)

TOTAL

Date Pd. _____

Date of Pre-Design Meeting _____ Receipt # _____

SEWER FEE SUMMARY SHEET
third of four sheets

Development Name

(C) FINAL ACCEPTANCE FEES

(1) Side Sewer Inspection Charges

Single Family Residential (Optional) _____
Number of Lots _____ x \$200.00

Non-Single Family Residential
Number of Side Sewers _____ x \$300.00

(2) Local Facility Charge

_____ lineal feet at \$_____/lineal foot _____
Streets or areas of frontage:

The LFC rate in effect at the time of Final Acceptance shall be charged. The general rate given here, \$192.00 per lineal foot, was in effect at the time of Agreement preparation, and is subject to change at any time without prior public notice

(3) Reimbursement Fees (Owing to Others)

Description of Reimbursement Basis and Factors: _____

(4) General Facility Charge Adjustments

See Calculation Sheets, page A-17-d, for Explanation

TOTAL + or - _____ if + _____
Payment to Developer Voucher # _____ if - _____

SEWER FEE SUMMARY SHEET
fourth of four sheets

Development Name

(C) FINAL ACCEPTANCE FEES (Continued)

(5) Supplemental Developer Agreement Fees

a) Reimbursement Agreements _____
c) System Use Prior to Final Lift of Asphalt _____
d) Manhole Plugging Agreements _____ Start Date = _____
f) Other Agreements _____

g) Recording Fees _____
 \$62.00/1st pg. + 1.00/pg.; # pgs = _____

Agreement Fee Total _____

(6) Other Charges

Right-of-Way Permits _____
Grading Permits _____
11-Month Inspection Fee (\$800 min, T&M for District costs that exceed \$800) _____

(C) FINAL ACCEPTANCE FEES – SUMMARY AND TOTAL

(1) Side Sewer Inspection Charges

 Single Family Residential (Optional) _____

 Non-Single Family Residential _____

(2) Local Facility Charge _____

(3) Reimbursement Fees (Owing to Others) _____

(4) General Facility Charge Adjustments _____

(5) Supplemental Developer Agreement Fees _____

(6) Other Charges _____

TOTAL _____
Date Pd. _____
Receipt # _____

Calculation of Equivalent Residential Units (ERUs)

Date _____
By _____

1 ERU = The water use for a Single Family Building using a 3/4" meter.

ERUs are based on meter size. The number of ERUs each meter size represents is based on American Water Works Association (AWWA) capacity ratings.

Single Family Residential:

- Water: 1 lot served by a 3/4" meter = 1 ERU
lots served by larger meters have ERUs based on meter size.
- Sewer: 1 lot = 1 ERU, regardless of meter size.

Non-Single Family Residential:

- Water: ERUs based on meter size.
- Sewer: ERUs based on meter size.

Category Used for basis of Calculation: _____

Single Family Residential: No. Lots _____;
Meter Sizes: 3/4" _____, 1" _____, 1-1/2" _____, 2" _____, Other _____

Non Single Family Residential: Meter Sizes: 3/4" _____, 1" _____, 1-1/2" _____, 2" _____, Other _____

If the meter size is not known, an estimate based on similar facilities installed in the District should be used.

<u>Meter Size</u>	<u>ERUs</u>
3/4"	1
1"	2.5
1 1/2"	5
2"	8
3"	16
4"	25
6"	50
8"	80
10"	115

Other Criteria _____

CALCULATIONS FOR ERU'S AT TIME OF ENTERING INTO AGREEMENT:

ERU'S _____
By ____ Date _____

CALCULATIONS FOR ERU'S IF CHANGES TO SCOPE OF DEVELOPMENT HAVE OCCURRED PRIOR TO PAYMENT OF REMAINING GFC'S - [(A)(2)b]:

Single Family Residential: No. Lots _____;

Meter Sizes: 3/4" _____, 1" _____, 1-1/2" _____, 2" _____, Other _____

Non-Single Family Residential: Meter Sizes:

3/4" _____, 1" _____, 1-1/2" _____, 2" _____, Other _____

If the meter size is not known, an estimate based on similar facilities installed in the District should be used.

Other Criteria _____

ERU'S _____

By ___ Date _____

CALCULATIONS FOR ERU'S IF CHANGES TO SCOPE OF DEVELOPMENT HAVE OCCURRED PRIOR TO PAYMENT OF FINAL ACCEPTANCE FEES - [(C)(4)]:

Single Family Residential: No. Lots _____;

Meter Sizes: 3/4" _____, 1" _____, 1-1/2" _____, 2" _____, Other _____

Non Single Family Residential: Meter Sizes:

3/4" _____, 1" _____, 1-1/2" _____, 2" _____, Other _____

If the meter size is not known, an estimate based on similar facilities installed in the District should be used.

Other Criteria _____

ERU'S _____

By ___ Date _____

(4) General Facility Charge Adjustments - Water

a) Change in Project Scope

No. Lots _____, No. ERUs _____ (See Previous Page for ERUs)

Meter Sizes: 3/4" _____, 1" _____, 1-1/2" _____, 2" _____, Other _____

\$ _____/ERU for single family residential

\$ _____/ERU x _____ ERUs = _____

or

\$ _____/ERU for non-single family residential

\$ _____/ERU x _____ ERUs = _____

less General Facilities paid in

Preliminary Fees - (A) (2)b) « _____ »

(Before Partial Payment subtracted)

+ or - _____

b) Addition of irrigation

Meter Sizes: 3/4" _____, 1" _____, 1-1/2" _____, 2" _____, Other _____, No. ERUs _____

\$ _____/ERU x _____ ERUs = _____

c) General Facility Charge Rate Change

Resolution # _____

+ or - _____

d) Other reasons

+ or - _____

Adjustment to General Facility Charge

(4) a) to d) Total + or - _____

if +

Payment to Developer Voucher # _____

if -

If a payment to Developer is indicated, evaluate the minimum payment necessary to the District per Section 5.(C)(4) General Facility Charge Adjustments prior to processing voucher.

(4) General Facility Charge Adjustments - Sewer

a) Change in Project Scope

No. Lots _____, No. ERUs _____ (See Previous Page for ERUs)

Meter Sizes: 3/4" _____, 1" _____, 1-1/2" _____, 2" _____, Other _____

\$ _____/lot for single family residential

\$ _____/lot x _____ lots = _____

or

\$ _____/ERU for non-single family residential

\$ _____/ERU x _____ ERUs = _____

less General Facilities paid in

Preliminary Fees - (A) (2)b) « _____ »

(Before Partial Payment subtracted)

+ or - _____

b) General Facility Charge Rate Change

Resolution # _____

+ or - _____

d) Other reasons

+ or - _____

Adjustment to General Facility Charge

(4) a) to d) Total + or - _____

if +

Payment to Developer Voucher # _____

if -

If a payment to Developer is indicated, evaluate the minimum payment necessary to the District per Section 5.(C)(4) General Facility Charge Adjustments prior to processing voucher.

DESIGN/INSPECTION PHASE FEE RATE SCHEDULE
03/19/2007

WATER			
1	Design Review & Inspection		
1.a	Base Fee	\$ 2800.00	Per Agreement
1.b	Water Main	\$ 4.10	Per lineal foot of main outside of existing traveled roadways except for crossings
		5.40	Per lineal foot of main constructed longitudinally along existing traveled roadways
		3000.00	SUBJECT TO Minimum
1.c	Water Main	\$ 1400.00	Per connection of new main to the District's existing system
1.d	Other Facilities	\$ 5000.00	Pump Stations, each designed by Developer's Engineer
		\$ 2000.00	Telemetry Programming
		\$ 1600.00	Per each Pressure Reducing Stations
		\$ 800.00	Per each Detector Check Assemblies
		\$ 1000.00	Per each Fire Hydrant tapped onto existing main, with no additional main ext.
2.	Flushing Water	\$ 465.00	For the first 1000 lineal feet of main
		\$ 0.34	Per lineal foot for footage of main in excess of 1000 feet.
3.	Other Charges	\$ 1500.00	SEPA Checklist (for projects not categorically exempt from SEPA)
		\$ 500.00	Other Agency Permitting/Inspection Administration Other Charges Determined by the District on a case by case basis.
SEWER			
1.	Design Review & Inspection		
1.a	Base Fee	\$ 2800.00	Per Agreement
1.b	Sewer Main	\$ 6.80	Per lineal foot of main outside of existing traveled roadways except for crossings
		9.10	Per lineal foot of main constructed longitudinally along existing traveled roadways
		4000.00	SUBJECT TO Minimum
1.c	Sewer Main	\$ 500.00	Per connection of new main to the District's existing system
1.d	Other Facilities	\$ 5000.00	Lift Stations, each, designed by Developer's Engineer
		\$ 7000.00	Mini-Lift Station
		\$ 9000.00	Temporary Style (submersible)
		\$ 9000.00	Permanent Style (wet-well/dry well)
		\$ 2000.00	Telemetry Programming
	\$ 1100.00	Grease Interceptor/Oil Water Separators, each	
2.	Jetting Water	\$ 335.00	for the first 1000 lineal feet of main
		\$ 0.25	per lineal foot for footage of main in excess of 1000 feet.
3.	Other Charges	\$ 1500.00	SEPA Checklist (for projects not categorically exempt from SEPA)
		\$ 500.00	Other Agency Permitting/Inspection Administration Other Charges Determined by the District on a case by case basis.

SUPPLEMENTAL DEVELOPER AGREEMENT FEE SCHEDULE
07/22/2008

	AGREEMENT		
5.a.	Reimbursement Agreements	\$ 500.00	Deposit for 3 or Fewer Benefited Properties Per Agreement
		\$ 3,000.00	Deposit for More Than 3 Benefited Properties Per Agreement
		\$ 150.00	Per reimbursement check processed
5.b.	Satellite Water Service Agreements	\$ 250.00	Administrative Fee
		\$ 3000.00	Future Water System Conversion
5.c.	System Use Prior to Final Lift of Asphalt Trench Settlement Deposit	\$ 1,000.00	Base fee – Non-refundable Refundable fees listed below:
		\$ 500.00	Per Manhole
		\$ 250.00	Per Valve Box
		\$ 50.00	Meter Boxes & Stripes
		\$ 125.00	Hydrants with Blue Reflectors
		\$ 100.00	Per Type 1 Blow-off
		\$ 200.00	Per Type 2 Blow-off
		\$ 100.00	Air Relief Valves
		\$ 100.00	Valve Marker Posts
		\$ 100.00	Cleanouts
\$ 14,000.00	Minimum deposit up to and equal to 5,000 lineal feet of water and sewer mains		
\$ 7,000.00	Per 1,000 lineal foot for footage of water and sewer main in excess of \$5,000 lineal feet of water and sewer mains		
5.d.	Manhole Plugging Agreement	\$ 1350.00	Base fee
		\$ 110.00	Per manhole charge
5.e.	Future Sewer Connection Agreement	\$ 68.00	Per Agreement

6. Preparation of Plans

Developer shall retain its own engineer to prepare the Plans for the extension(s) according to District Specifications.

- (A) The Developer must obtain District approval of Project Engineer in accordance with Paragraph WS-6 of this Agreement.
- (B) Prior to preparation of the Plans, Developer must file with the District copies of the:
 - 1) Approved Preliminary Plat for Developer's project.
 - 2) Road and storm sewer plans and profiles for the project.
 - 3) A contour map of the project with contour intervals of five (5) feet or less. For projects including sewer, more detailed contour information may be required.
- (C) Upon completion of (B) above, a pre-design meeting between the District, Developer and the Project Engineer will be scheduled. It is expected that this meeting will occur approximately ten (10) days after completion of (B) above.
- (D) At the pre-design meeting, the District shall discuss with the Developer and the Project Engineer the items listed below. The District shall also supply to the Developer a copy of As-Built drawings for surrounding District utilities, as may be available, and such other relevant information as may be available.
 - 1) Water system - a conceptual plan illustrating the overall system grid required, the necessary sizes of pipes, gradients of water lines and such other special requirements as may be deemed necessary. The drawings shall include all water facilities required to provide service to the Real Property included in the Developer Extension Agreement, any offsite facilities required to reach the Real Property, and extension across the Real Property in all directions so as to provide for future extension of the water system beyond the Real Property.
 - 2) Sewer system - a conceptual plan illustrating the overall collection system required, the necessary sizes of pipes, points of connection and such other special requirements as may be deemed necessary. The drawings shall include all sewer facilities required to provide service to the Real Property included in the Developer Extension Agreement, any offsite facilities required to reach the Real Property, and extension across the Real Property in all directions so as to provide for future extension of the sewer system beyond the Real Property.

Following the predesign meeting, the District shall compute the Design and Inspection Phase fees. The Developer shall pay the District Design and Inspection Phase fees prior to the commencement of design review by the District.

- 1) After the pre-design meeting the Project Engineer shall prepare and submit to the District three (3) copies of a preliminary Design and Plans for review and approval by the District. The 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 Project Engineer shall be prepared in accordance with: Part One - Design Standards for Water and Sewer Systems, and Part Five - Drawing Standards for Water and Sewer Systems of this Agreement's Technical Specifications.

- 2) Upon approval of the preliminary Design and Plans by the District, Project Engineer shall prepare a final Plan and submit the original mylar drawing of the final Plan to the District.
- (F) Upon approval of the final Plan by the District, the District Manager shall indicate his/her approval of the Plan on the original mylar drawings.
- (G) Copies of the Plans
- 1) The Developer will make copies of the Plans as necessary for Permit submittals and four (4) sets of full-size drawings and four (4) sets of 11" x 17" drawings for District use during construction and inspection. The original mylars will be kept by the Project Engineer for preparation of As-Built Record Drawings at the completion of construction. The Developer may obtain copies of the Plans as needed by Developer and Contractor from the Project Engineer.

7. Technical Detail and Specifications

Refer to the *Technical Specifications* Sections of this Agreement; Part One – Design Standards, Part Two – Material Standards, Part Three – Construction Standards, Part Four - Standard Details, and Part Five – Drawing Standards; which are attached hereto and made a part of this Agreement. In addition, the Sammamish Plateau Water and Sewer District *Side Sewer Regulations*, a separate document, are included by this reference.

8. Permits and Approvals by other Agencies

When the original mylar Plan Drawings have been approved by the District Manager, the District will apply for such right-of-way permits and approvals for the Plan as may be necessary. It is the Developer's responsibility to prepare applications for permits such as grading permits, site development permits, fire hydrant permits, and State Environmental Policy Act compliance. Should changes to the Plan be required in order to receive said permits and approvals, the Engineer who prepared the plan shall make all changes as required.

9. Performance Guarantee

The Developer shall provide a signed copy of the contractor's bid for the extension(s), (unless the Developer is undertaking the work itself), for the District's review, a minimum of five (5) days prior to the preconstruction conference. Developer shall furnish to the District, prior to the preconstruction conference a performance guarantee of a type and in a form as determined by the District, in its sole discretion, in an amount equal to either the engineer's estimated cost of the extension(s) or contractor bid price as required by the District.

The Performance Guarantee shall require completion of all work within a period of eighteen (18) months from the date of payment of the Design and Inspection Phase Fees to the District in accordance with the Agreement, the Plans and Specifications and other requirements of the District. The Performance Guarantee shall be released by the District upon the District's final

acceptance of the work in accordance with paragraph WS-11 "Performance Guarantee" of this agreement.

The District in its sole discretion may also require a payment bond of a type and in a form as determined by the District requiring the payment by the Developer of all persons furnishing labor and materials in connection with the work performed under the Agreement, and shall hold the District harmless from any claims therefrom. Any payment bond required by the District shall be provided to the District prior to the preconstruction conference or following commencement of work as a condition of the District granting final acceptance of the work referenced herein.

No third person or party shall have any rights under any performance or payment guarantee the District may require from the Developer and such are provided entirely for the benefit of the District and the Developer and their successors in interest.

10. Subletting and Subcontracting

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

11. Preconstruction Meeting

After the Plans have been approved by the District, review and approval of construction material submittals is completed by the District, and a Performance Guarantee has been supplied to the District, the Developer shall contact the District to schedule a preconstruction meeting. Construction of the water and/or sewer improvements for the Developer's project shall not begin for at least 48 hours after the preconstruction meeting. The preconstruction meeting shall be at the District's offices, located at 1510 - 228th Avenue SE, Sammamish, Washington, during normal District office hours. If deemed necessary, the meeting may be continued at the project site.

The meeting shall be attended by the Developer, Developer's Contractor and project superintendent, any sub-Contractor who will be involved in the construction of the water and/or sewer improvements, Project Engineer, if appropriate, District Inspector, other District staff personnel and government agency representatives with jurisdiction on the water and/or sewer improvements installation, if they so request to be present. The District may elect to excuse the attendance at the meeting of any of the attendees upon request.

If the Developer changes Contractors or hires additional Contractors who were not included in the preconstruction meeting for the installation of the water and/or sewer facilities, an additional meeting may be required by the District prior to the new Contractor(s) doing any work on the water and/or sewer installations. The Developer shall reimburse the District for the cost of such meeting on a time and materials basis, plus 15 percent overhead.

Prior to any work being performed on the water and/or sewer improvements, a Certificate of Insurance covering each Contractor who will be working on the water and/or sewer improvements must be provided to the District. The Certificate shall list the name of the project, with the District as Certificate Holder on the certificate, and shall name the District as an insured, together with an endorsement to the Developer's comprehensive general liability insurance naming the District as an insured as required herein.

12. Final Acceptance - Conditions Precedent

(A) Compliance with this Agreement

Compliance with all terms and conditions of this Agreement, the Plans and Specifications prepared hereunder and other District requirements shall be a condition precedent to the District's final acceptance of the extension(s) and acceptance of the bill(s) of sale to the extension(s) and to the District's agreement to maintain and operate the extension(s) and to provide water and/or sewer service to the real property that is described in this Agreement.

(B) Payment of Fees and Costs

No connection to the District water and/or sewer system(s) of any portion of the real property described in this Agreement shall be allowed if there are any fees or costs unpaid to the District under this Agreement or there are other fees arising under other District requirements which are unpaid.

(C) Construction Completion

1) Third Party Facilities

The District shall not be obligated to provide water and/or sewer service to the property described in this Agreement if construction by third parties of facilities to be transferred to the District has not been completed and title accepted by the District if such third-party facilities are necessary to provide water and/or sewer service to the property described in this Agreement.

2) Developer's Project Facilities

The District will accept title to the extension(s) at such time as all work which may, in any way, affect the water and/or sewer lines constituting the extension(s) has been completed, any damage to said extension(s) which may exist has been repaired, and the District has made final inspection and given the approval to the extension(s) as having been completed in accordance with this Agreement, the Plans and Specifications and other requirements of the District.

(D) Maintenance Guarantee

Such acceptance by the District shall not relieve the 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. After acceptance of the extension(s) by the District and the transferring of title to such extension(s) as set forth herein, the Developer shall furnish to the District a maintenance guarantee (cash or bond) which shall continue in force from the date of final acceptance of said extension(s) for a period of one year. The period of one year does not start until all improvements are complete, including adjustments in the final lift of asphalt. The guarantee shall be in a form as contained herein and shall require the Developer and/or the bonding company to correct the defects in labor and materials which arise in said system for a period of one year from the date of final acceptance of the system. The maintenance guarantee shall be in an amount equal to ten (10) percent of the cost of said extension(s), but not less than two thousand dollars (\$2,000.00), or the actual cost of construction if the actual cost is less than two thousand dollars.

(E) As-Built Record Drawings

The Developer shall provide to the District the project field plans maintained by the Developer/Contractor, marked to indicate District-approved plan revisions made in the field and other details of construction. The Developer shall also furnish any additional information not shown on the project field plans required by the District for the preparation of As-Built record drawings, such as but not limited to, locating bends in the water main from two permanent above ground fixtures and survey of sewer inverts and the location of all above ground water and sewer facilities and/or structures.

The Developer shall be responsible for providing the District with As-Built record drawings, on a mylar format, clearly marked as "As-Built". If the design was prepared in a digital format, the as-built record drawings shall also be provided in a digital format. In addition, for all as-built record drawings electronic file(s) containing a scanned image of each sheet shall be provided. See *Technical Specifications* for details. Prior to their acceptance the District shall review the As-Built Record Drawings and inform the Developer of any additional information required and not shown, such as but not limited to, survey of water and/or sewer improvements not located in County or City Right-of-Way.

(F) Easements

All easements required shall be provided by the Developer prior to Final Acceptance of the water and/or sewer improvements covered by this Agreement. The Developer shall provide the District the Easement(s) on one of the District's standard forms. In addition, the easement shall be shown on documents recorded as part of King County's, the City of Sammamish's or the City of Issaquah's requirements for final acceptance of the Development.

1) Standard Forms

Copies of the District's standard easement forms are available at the District offices.

2) On Documents

The easement to be provided to the District shall be shown on Development documents recorded with King County. The easement shall be identified as a "Water Easement" or "Sanitary Sewer Easement" and shall have the same restrictions identified on the District's standard easement forms. The Developer shall provide the District with a copy of the Development documents, such as the proposed final short plat or plat, as they are to be recorded, for District's review and approval of waterline and sewer line easements, prior to recording. A copy of the recorded document shall also be provided to the District, after final recording.

(G) Cross Connection Certification

All backflow prevention devices shall be installed prior to final inspection and a Backflow Prevention Assembly Test Report for each device must be submitted to the District prior to Final Acceptance of and service to the project. The test report may be on the District's standard form, which is available at the District offices, or on a form similar to the form provided in the Forms section of this Agreement.

Prior to the lapse of the one year maintenance period and release of the Maintenance Guarantee, the Developer is required to have all backflow prevention devices retested, certified and a Backflow Prevention Assembly Test Report submitted to the District. Thereafter, on an annual basis, the Owner of the property is required to have the backflow prevention devices retested, certified and a test report submitted to the District.

13. Warranties of Developer

The Bill of Sale to be provided by the Developer to the District shall contain the following warranties with the District as beneficiary:

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

(B) The water system and/or sewer system extension(s) is/are in proper working condition, order and repair, and is/are adequate and fit for the intended purpose of use as a water system and/or sewer system and as an integral part of the water supply and distribution system of the District and/or as an integral part of the sewer collection system of the District; and

(C) For a period of one year from the date of Final Acceptance of the extension(s) by the District, the extension(s) and all parts thereof shall remain in proper working condition, order and repair, and Developer shall repair or replace, at Developers expense, any work or material which may prove to be defective during the period of the warranty.

In addition, Developer shall obtain warranties and guaranties from its subcontractor(s) and/or supplier(s) where such Warranties or guaranties are required by the District. When corrections of defects occurring within the warranty period are made, Developer shall further warrant corrected work for one year after acceptance of the corrected work by the District.

14. Procedure for Acceptance

Acceptance of title to the extension(s) will be made by motion and resolution of the Board of Commissioners of the District. Prior to such acceptance, an executed Bill of Sale in a form approved by the District and containing the warranties required by this Agreement shall be executed by the Developer and any additional owners and delivered to the District.

15. Effect of Acceptance

Acceptance by District shall cause the extension(s) to be subject to the control, use and operation of the District and all regulations and conditions of service and service charges as the District determines to be reasonable and proper.

16. Provision of Service

The Developer will be required to provide the District with a copy of any recorded documents which indicate the final subdivisions, easements, rights-of-way or legal descriptions of the real property described in this Agreement. This shall include but not be limited to Plat Certificates, Final Short Plat maps or Record of Surveys.

Water and/or sewer service will be provided to individual users upon receipt of a completed application and payment of any fees, such as Regional Facility Connection Charges, meter drop fees and/or side sewer inspection fees, owing for such service, as required by District policies and resolutions. If sewer service is available to the property, and there is no pre-existing alternate source of sewage disposal, connection to the sewer service may be required at the time water service is provided.

17. Phased Construction

The extension(s) may be constructed in phases with prior District approval and as further conditioned by the District. Acceptance may also be on a phased basis when all requirements have been met. There will be no conditional acceptance or acceptance for use and operation.

If phased construction is requested by Developer prior to design review, the Developer Extension Agreement may be split to match the construction phases. The District reserves the right to refuse the phased construction request if necessary portions of the water and/or sewer system would be eliminated by the separation. Separate and distinct plan sets will be required for each Developer Extension Agreement. All fees and charges required for each individual Developer Extension Agreement will be assessed and paid in full.

If phased construction is requested after design review has commenced, but prior to construction, the Developer Extension Agreement may be split to match the construction phases. The District reserves the right to refuse the phased construction request if necessary portions of the water and/or sewer system would be eliminated by the separation. Separate and distinct plan sets will be required for each Developer Extension Agreement. All fees and charges required for each individual Developer Extension Agreement will be assessed and paid in full, and any additional costs for re-reviewing plans previously started will be assessed.

Phased construction requests following the pre-construction meeting will not be allowed.

However, requests for phased acceptance of the water and sewer improvements will be considered in cases where the water and sewer improvements have been completed except for adjustment for final lift of asphalt. These requests will be considered on a case by case basis. The minimum following conditions must be in place prior to District consideration of the request.

- a. Asphalt treated base (ATB) is placed.
- b. Punchlist is completed except for final asphalt lift.
- c. Developer provides all paperwork necessary for District acceptance of the Developer Extension Agreement.
- d. Developer pays all final fees.
- e. Developer executes Agreement for System Use Prior to Final Lift of Asphalt, including payment of all associated fees.

For phased acceptance prior to placement of the final lift of asphalt, the Developer shall enter into an Agreement for Water/Sewer Facilities System Use Prior to Final Asphalt Lift with the District, a copy of which is contained herein.

18. Use and Operation of System Prior to Final Acceptance

The District shall have the right to take possession of and use any completed or partially completed portions of the work although the time may not have expired for completing the entire work, and this shall not be deemed acceptance of any of the work. However, the District is

not obligated to supply service to the Developer's property until all work is completed and accepted by the District.

19. Limitation of Period of Acceptance

The extension(s) shall be completed and accepted within eighteen (18) months of the date of payment of the Design and Inspection Phase Fees to the District. If the extension(s) is/are not completed and accepted within the eighteen (18) month period, then this Agreement and all of the Developer's rights herein shall terminate and cease. In the event the Agreement terminates, the District shall have the option, in its sole discretion, to allow the Developer an extension on the existing agreement or to require the Developer to make a new application for extension agreement to the District. If the District decides to allow the Developer an extension of the existing agreement, the existing agreement shall then be subject to any new or amended resolutions or policies which have taken affect since the execution of the terminated agreement. Any such new agreement entered into between the District and the Developer pursuant to a new application shall be subject to any new or amended resolutions or policies which have taken affect since the execution of the terminated agreement.

20. Inspection/Corrections of Defects Occurring Within Maintenance Period

When defects in the extension(s) are discovered within the maintenance period, Developer shall start work to remedy any such defects within seven (7) days of notice by the District and shall complete such work within thirty (30) days of beginning remedial work. Failure to commence such correction or replacement within seven days will result in the District notifying the Developer's bonding company of the Developer's failure to complete the required construction and giving the bonding company 30 days to complete the required correction or replacement. If not so commenced within the above-stated time period, or in an emergency as determined by the District at its sole discretion, when damage may result from delay, such correction or replacement may be made by the District, or by a contractor hired by the District, at the expense of the Developer.

In emergencies, which shall be determined by the District at its sole discretion, where damages may result from delay and where loss of service may result, corrections may be made by the District upon discovery, in which case the cost thereof shall be borne by the Developer. In the event the Developer does not commence and/or accomplish corrections within the time specified, the work may be accomplished by the District, or by a contractor hired by the District, at its option, and the cost thereof shall be paid by the Developer.

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

21. Cleaning of Sewer System Within Maintenance Period

Eleven months after acceptance of the extension(s) by the District, the Developer shall have the sewer system jetted completely, prior to the District's Maintenance Period inspection. The Developer shall arrange with the District to have a District representative observe the jetting operation. All debris and jetting water shall be removed (vactored) from the sewer system and disposed of properly. The District may, at its sole discretion, allow the decant water from the vactor truck to be disposed of at specific locations within the District, but only in the presence of a District representative.

APPROVAL OF THIS APPLICATION BY THE DISTRICT CONSTITUTES A CONTRACT WITH THE DEVELOPER APPLICANT, THE TERMS OF WHICH ARE EACH PARAGRAPH OF THIS MANUAL, THE DISTRICT'S MATERIALS, CONSTRUCTION AND STANDARD DETAILS SPECIFICATIONS SHEETS, THE EXTENSION(S) DESIGN DRAWINGS APPROVED BY THE DISTRICT AND APPLICABLE DISTRICT POLICIES, RESOLUTIONS AND PROCEDURES.

DEVELOPER, _____,

a ___ corporation, ___ partnership, ___ limited liability company (LLC), ___ joint venture, ___ sole proprietorship.

- NOTE: 1. If the Developer is a corporation, this Agreement must be executed by its duly authorized representative and the Developer hereby warrants same.
2. If the Developer is a partnership, at least one of the general partners must sign this Agreement and indicate his/her capacity as such.

By _____ ("Developer")

(Print or type name)

Its _____
(Print or type position held)

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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 _____
Signature of
Notary Public _____
Title _____
My Appointment Expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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 party for the uses and purposes mentioned in the instrument.

Dated _____
Signature of
Notary Public _____
Title _____
My Appointment Expires _____

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- Easement for Water Lines
- Easement for Sewer Lines with Access Road
- Easement for Water Lines in Private Roadways
- Easement for Sewer Lines in Private Roadways
- Temporary Construction Easement

Performance Guarantees

- Cash Performance and Pledge of Monies Agreement
- Performance Bond
- Sample Letter of Credit Form Acceptable to the District

Materials and Equipment Submittal

Certificate of Insurance including Endorsements (Sample)

Acceptance by Property Owner of Restoration Improvements

Manhole Plugging Agreement

As-Built Drawing (Samples)

- Water
- Sewer

Affidavit of No Liens

Bill of Sale

- Bill of Sale - Water
- Bill of Sale - Sewer

Maintenance Guarantee

- Maintenance Bond
- Cash Maintenance and Pledge of Monies Agreement

System Use Prior to Final Lift of Asphalt

Final Cost Summary

- Water Final Cost Summary
- Sewer Final Cost Summary

Backflow Prevention Assembly Test Report

Reimbursement Agreement for Water/Sewer Facilities

- Waiver/Application Form
- Reimbursement Agreement Process
- Reimbursement Agreement

PART FOUR - DISTRICT STANDARD DETAILS AND NOTES

The District Standard Details Drawings are contained in a separate document entitled:

“District Technical Specifications” (current edition)

The *“District Technical Specifications”* contain the District’s Standard Details in 8-1/2” x 11” format. The District’s Standard Details are also shown on the District Standard Detail Drawings (24’ x 36’ format).