

**SAMMAMISH PLATEAU WATER & SEWER DISTRICT
KING COUNTY, WASHINGTON**

RESOLUTION NO. 5051

RESOLUTION OF THE BOARD OF COMMISSIONERS OF
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, KING
COUNTY, WASHINGTON, AUTHORIZING AND APPROVING THE
FORM DISTRICT DEVELOPER EXTENSION AGREEMENT AND
ASSOCIATED FEE SCHEDULE

WHEREAS, parties desiring to undertake certain land use actions, such as subdivision of, development of, and construction upon real property within the Sammamish Plateau Water and Sewer District (“District”) requiring the extension of the District’s water and/or sewer utility systems have been required to do so by developer extension agreement with the District pursuant to Chapter 57.22 RCW; and

WHEREAS, the District, by adoption of Resolution No. 4303 on December 2, 2013 and by adoption of Resolution No. 4333 on April 7, 2014, updated, revised, amended, and readopted a form developer extension agreement and associated fee schedule, such Resolutions subsequently codified in Section 4.00.010; and

WHEREAS, District staff now desires to revise the form developer extension agreement and associated fee schedule regarding the collection of General Facility Charges, clarification of the terms of developer extension agreement termination, and other clarifying language; now, therefore,

BE IT RESOLVED, by the Board of Commissioners of Sammamish Plateau Water & Sewer District, King County, Washington, as follows:

1. The developer extension agreement for constructing extensions to the District’s water and sewer systems in the form attached hereto as Exhibit “A” is hereby approved and adopted for use in the District effective the date of the adoption of this resolution.
2. All District resolutions, codes, policies, and procedures, including Resolution No. 4303 and 4333, are hereby superseded, rescinded and modified to be in accordance with such amendment to the form developer extension agreement.
3. This resolution and the forms, policies and procedures set forth herein shall be effective the date set forth below.

ADOPTED by the Board of Commissioners of Sammamish Plateau Water and Sewer District, King County, Washington, at a regular open public meeting held on the 16th day of August 2021.

**Individual Commissioner's
Vote on this Resolution:**

Approved: _____
Opposed: _____
Abstained: _____
Absent: _____

Approved: _____
Opposed: _____
Abstained: _____
Absent: _____

Approved: _____
Opposed: _____
Abstained: _____
Absent: _____

Approved: _____
Opposed: _____
Abstained: _____
Absent: _____

Approved: _____
Opposed: _____
Abstained: _____
Absent: _____


Ryika Hooshangi (Aug 16, 2021 18:52 PDT)

Ryika Hooshangi, President and Commissioner


Lloyd Warren (Aug 16, 2021 18:56 PDT)

Lloyd Warren, Vice President and Commissioner


Mary Shustov (Aug 16, 2021 19:06 PDT)

Mary Shustov, Secretary and Commissioner



Tom Harman, Commissioner


Nav Ota (Aug 16, 2021 19:06 PDT)

Nav Ota, Commissioner

EXHIBIT A
FORM DEVELOPER EXTENSION AGREEMENT



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.spwater.org

COMMISSIONERS

Thomas C. Harman, Commissioner

Mary Shustov, Commissioner

Lloyd J. Warren, Commissioner

Nav Ota, Commissioner

Ryika Hooshangi, Commissioner

GENERAL MANAGER

John C. Krauss

PLANNING ENGINEER

Jay Regenstreif, P.E.

ENGINEERING MANAGER

Kyle Wong, P.E.

ENGINEERING STAFF

Jackson Dove, P.E.

James E. Konigsfeld, P.E.

Marius Eugenio, P.E.

Mike Lillejord, Inspector

Mack MacKenzie, Inspector

Paul Rush, Inspector

Jan McLean, Developer Extension Coordinator

Karen Terrell, Administrative Assistant

GIS STAFF

Brett Angel

Ariel Davidson

ATTORNEY

Eric Frimodt, Attorney

Inslee, Best, Doezie, & Ryder, P.S.

Skyline Tower – 10900 NE 4th St, Suite 1500

Bellevue, Washington 98009-9016

Telephone Number: (425) 455-1234

Development Name: _____
 Water _____ and/or Sewer _____

DISTRICT CHECKLIST

Preliminary Fee Phase

Date

- 1. Development Proposal Provided to District with Application and Application Fee _____
- 2. Equivalent Residential Units (ERUs) Calculated _____
- 3. District Check Compliance with Comprehensive Plans _____
- 4. Determine if Project within Urban Growth Boundary (sewer) _____
- 5. Determine Need for Special Agreements _____
 - Future Water or Sewer Connection Agreement
 - No-Protest Annexation Agreement
 - Future Services upon Subdivision
 - Future LFC Acknowledgement
 - Additional Future LFC Owing
 - Interim Sewer Amendment
 - Participation Agreement
 - Other _____
- 6. Developer Signs Developer Extension Agreement _____
- 7. **Pay Partial Preliminary/Certificate Fees and Development Services Deposit** _____
Receipt # _____
- 8. District Approves Extension Agreement by Resolution # _____
- 9. Complete Certificate of Water and/or Sewer Availability if required _____
- 10. Provide Certificate(s) & Signed Agreement to Developer _____
- 11. District Records Notice of DEA on Property included in DEA _____

Design Phase

Date

- 12. Developer Engineer Identified _____
 - Submit Public Information Request for surrounding facilities as-built drawings _____
 - Submit draft Preliminary Plat, Road/Storm/Grading Plan for District review _____
- 13. Developer Executes Application for or Waiver of Reimbursement Agreement _____
- 14. Pre-Design Meeting _____
- 15. Board of Commissioners Approves Participation Agreement _____
- 16. District and Developer Execute Participation Agreement _____
- 17. Developer Submits Design Drawings (3 sets) and Preliminary Estimate of Construction Cost to District _____
- 18. District Sends Notification to Benefited Property(ies) for Reimbursement Agreement _____

Development Name: _____
 Water _____ and/or Sewer _____

Date

- 19. **Remaining General Facility Charges are due prior to District approval of plans for construction, prior to installation of water meters and/or sale of side sewer permit(s), or prior to Final Acceptance if no construction is required** _____
- 20. Reevaluate ERU Calculations _____
- 21. **Pay Remaining General Facility Charges** **Receipt #** _____ _____
- 22. Final Plan Approved/Mylars Signed by District _____
- 23. Mylars Returned to Engineer _____
- 24. Most Current District Standards Provided to Developer Engineer for Inclusion with Copies of Construction Drawings _____
- 25. Developer Provides District Plan Sets **#** _____
 - a. PDF of Signed Construction Plans for input to GIS Electronic
 - b. Developer Extension File 1 (Full-size w/standards)
 - Developer Extension File 1 (11"x17" w/standards)
 - c. In house copy/Flat File 1 (Full-size w/standards)
 - d. Inspectors 1 (Full-size w/standards)
 - e. Permits/Approvals (Full-size Drawings)
 - 1) Right of Way – Water (half-size for City of Sammamish) Electronic, 2 (11"x17")
 - 2) Right of Way – Sewer (half-size for City of Sammamish) Electronic, 2 (11"x17")
 - 3) King County DNR - Sewer Electronic
 - 4) DOH - Water 1 (if not exempt)
 - 5) City of Sammamish or Issaquah Electronic
 - 6) Other - _____

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

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

Preconstruction Phase

Date

- 28. Offsite Easements Acquired by Developer and Provided to District _____
- 29. Copy of Clearing and Grading Permit Provided to District by Developer (if Project not in Right-of-Way) _____
- 30. Materials and Equipment Submittals Provided to District (3 copies) _____
- 31. Certificate of Insurance including Endorsements Provided to District _____
- 32. Submit Copy of Itemized Water/Sewer Construction Bid for Cost Verification _____
- 33. Performance Guarantee Provided to District _____

Development Name: _____
 Water _____ and/or Sewer _____

Date

- 34. Preconstruction Conference at District Office _____
- 35. Right-of-Way Preconstruction Conference at Job Site _____

Construction/Final Acceptance Phase

Date

- 36. Minimum 48 Hour Notice to District of Construction Start _____
- 37. Construction, with Inspection by the District _____
- 38. Contractor Performs Jetting and CCTVing of Project’s Sewer System with District Inspection to confirm proper sewer installation _____
- 39. Developer Performs Final Paving or Submits “Agreement for System Use Prior to Final Lift of Asphalt” for District Approval _____
- 40. Contractor Performs Jetting of Project’s Sewer System with District Inspection _____
- 41. Contractor Declares Construction Complete and District Acknowledges Declaration _____
- 42. Surveyor Surveys Final As-built Locations of all Facilities and Developer Engineer Prepares/Submits Point-Plot Map Superimposed on District-approved Construction Drawings, together with Contractor Markups and 2 Sets of Draft As-built Plans with the Electronic AutoCAD files _____
- 43. District Inspector Reviews Point-Plot Drawings, Draft As-Built Plans, and Contractor’s Field Notes, and Performs Field Check _____
- 44. Contractor Requests Final Punchlist Inspection _____
- 45. District Inspector Prepares Punchlist _____
- 46. **Punchlist Inspection Approved by District = Construction Final** _____ *
- 47. District Engineer Reviews/Returns Draft As-Built Plans to Developer Engineer for Revisions _____
- 48. Developer Engineer submits 2 sets of Revised, Unsigned As-Built Plans _____
- 49. District Engineer Reviews Final As-Built Plans and Requests Mylars _____
- 50. **As-Built Drawings**
 - Developer Engineer Submits to District: _____
 - a. Mylars with As-Built revisions for District signature _____ *
 - b. District returns signed As-Built mylars for reproduction _____ *
 - c. Developer Engineer Returns to District _____
 - 1) 3 sets of full-size As-Built Drawings w/o District standards _____ *
 - 2) 1 set of full-size As-Built Drawings with District standards(23-Month) _____ *
 - 3) 1 set 11”x17” As-Built Drawings w/o District standards _____ *
 - 4) As-Built AutoCAD files including point-plot files _____ *
 - 5) Scanned (.PDF) Files _____ *

- 51. District Enters As-built Drawings into Geographic Information System _____
- 52. District Inspector Inputs Data into Asset Management System _____

Development Name: _____
 Water _____ and/or Sewer _____

Date

- | | | | | |
|-----|--|------------------|-------|---|
| 53. | Easements Provided to District for Recording | Water | _____ | * |
| | | Sewer | _____ | * |
| 54. | District Records Easements with King County | | _____ | |
| 55. | Copy of Development Documents to be Recorded with County Provided to District | | | |
| | a. Verify Easement Locations | | _____ | * |
| | b. Verify Easement Restrictions | | _____ | * |
| 56. | Bill(s) of Sale Provided to District | Water | _____ | * |
| | | Sewer | _____ | * |
| 57. | Developer Provides Final Cost Summary for Construction of Water and/or Sewer Facilities | | | * |
| 58. | Developer Provides Copy of Recorded Development Documents | | _____ | # |
| 59. | Developer Submits Executed Reimbursement Agreement if Appropriate | | _____ | |
| 60. | District Processes Reimbursement Agreement | | _____ | |
| 61. | Reevaluate ERU Calculations | | _____ | |
| 62. | Calculate Final Acceptance Fees | | _____ | |
| 63. | District Checks for Unpaid Invoices Owing for District Expenses | | _____ | |
| 64. | Payment of Final Acceptance Fees | Receipt # | _____ | * |
| 65. | Maintenance Guarantee Provided to District | | _____ | * |
| 66. | Backflow Prevention Assembly Test Report(s) Provided to District | | _____ | * |
| 67. | IN NORTH SEWER SERVICE AREA, VERIFY SEWER CAPACITY AVAILABLE
Letter to Health Department, King County and/or City Stating District Acceptance | | _____ | |
| 68. | District Prepares Meter Page | | _____ | |
| 69. | 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 two years from the Date of Final Acceptance.

Date
YES/NO

- | | | | | |
|-----|--|--|-------|--|
| 70. | Approved System Use Prior to Final Asphalt Lift
If YES, Maintenance Guarantee is in effect until 2 years 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 24 months on the entire system. | | | |
| 71. | Resolution Accepting Extension(s) Adopted by the Board | | _____ | |
| 72. | Determine Final ERUs and Include in Final Resolution | | _____ | |

Development Name: _____
Water _____ and/or Sewer _____

Two- Year Post Acceptance Warranty Phase

Date

- 73. District Accepts Meter and Side Sewer Applications _____
- 74. District Releases Performance Guarantee _____

23-Month Inspection Phase

- 75. Developer Performs Jetting of Project Sewer System Immediately Prior to 23-month Inspection _____ #
- 76. District Performs 23-Month Inspection _____
- 77. District Provides Punchlist of Inspection to Developer _____
- 78. Correction of Punchlist Items by Developer _____ #
- 79. Current Backflow Prevention Assembly Test Report(s) provided to District _____ #
- 80. District Checks for Unpaid Invoices by Developer _____ #
- 81. District releases Maintenance Guarantee _____
- 82. District Refunds Development Services Deposit _____

Indicates items required for the release of the Maintenance Guarantee and refund of Development Services Deposit.

SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

DEVELOPER EXTENSION AGREEMENT

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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) "Development Services Deposit" means the funds paid as a retainer for District expenses until the completion of the maintenance period following final acceptance of the Developer Extension Agreement.
- (e) "Development Services Fee" means the expenses billed to the Developer for work done by or for the District in conjunction with the Project, billed on a Time and Materials basis.
- (f) "District" means Sammamish Plateau Water and Sewer District, its authorized representatives, and the District Engineer.
- (g) "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.
- (h) "Extension" means the water and/or sewer lines and appurtenances to be constructed and installed through Developer's performance of this developer extension agreement.
- (i) "Inspection" means the District examination of the Work wherever it is in preparation or progress, and reasonable tests of the work.
- (j) "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.
- (k) "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.
- (l) "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.
- (m) "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.

- (n) "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.
- (o) "Project Agent" means a party or firm, on behalf of the Developer, that facilitates the Project through the Developer Extension process.
- (p) "Project Engineer" (also known as "Developer's 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.
- (q) "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.
- (r) "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.
- (s) "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 Development Services 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 Recorder's 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 Development Services Fee that is 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 Development Services Fee.

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; surveyed location of bends installed in the water main, 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 two years after final acceptance of work. The Maintenance Guarantee shall be in the amount of twenty (20) percent of the construction cost, including tax, for the water and/or sewer improvements. The minimum Maintenance Guarantee shall be seven thousand five hundred dollars (\$7,500.00, or the actual cost of construction if the actual cost is less than seven thousand five hundred dollars (7,500.00). 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. 3475, 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, including not utilizing the Certificate within the applicable 1-year period, 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 \$500 per Equivalent Residential Unit for water and up to \$500 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 \$500 per Equivalent Residential Unit for water and up to \$500 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 _____

<p><u>APPLICANT</u></p> <p>Name: _____</p> <p>Address: _____</p> <p>Telephone: _____</p> <p>Fax: _____</p> <p>E-Mail: _____</p> <p>Designate Applicant Status: Corporation <input type="checkbox"/>, Partnership <input type="checkbox"/>, LLC <input type="checkbox"/>, Joint Venture <input type="checkbox"/>, Sole Proprietorship <input type="checkbox"/> Other <input type="checkbox"/></p>	<p><u>OWNER</u> <i>Same as Applicant? Yes <input type="checkbox"/> / No <input type="checkbox"/></i> (Optional if Owner same as Applicant)</p> <p>Name: _____</p> <p>Address: _____</p> <p>Telephone: _____</p> <p>Fax: _____</p> <p>E-Mail: _____</p> <p>Designate Owner Status: Corporation <input type="checkbox"/>, Partnership <input type="checkbox"/>, LLC <input type="checkbox"/>, Joint Venture <input type="checkbox"/>, Sole Proprietorship <input type="checkbox"/> Other <input type="checkbox"/></p>
<p><u>APPLICANT'S AGENT</u></p> <p>Name: _____</p> <p>Company: _____</p> <p>Address: _____</p> <p>Telephone: _____</p> <p>Fax: _____</p> <p>E-Mail: _____</p>	<p><u>APPLICANT'S ENGINEER</u></p> <p>Name: _____</p> <p>Company: _____</p> <p>Address: _____</p> <p>Telephone: _____</p> <p>Fax: _____</p> <p>E-Mail: _____</p>

PRIMARY CONTACT: Applicant Owner Agent Engineer

PARTY TO RECEIVE BILLS Applicant Owner Agent 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) Application Fee

The Application fee shall be as set by District Resolution. The resolution establishing the Application fee for the Developer Extension Agreement is available at the District Office. All Application fees for the Developer Extension Agreement shall be paid at the time the Application is submitted to the District, and any application for a Developer Extension Agreement will not be received, accepted, or processed by the District until the Application fee is paid in full to the District. The Application fee is for District staff costs associated with providing preliminary design information, preparing the Agreement, and preparing a resolution of initial acceptance by the District's Board of Commissioners. The Application fee is non-refundable.

(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 General Facility Charges have been paid by the Developer, the charges in effect at the time that the Developer pays the General Facility Charges 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. This partial payment of the General Facility Charges is termed the "Preliminary General Facility Charges". For Single Family Residential Developments this shall be at a rate of \$1,000 per lot for Water General Facility Charges and/or \$1,000 per lot for Sewer General Facility Charges. For Non-Single Family Residential Developments, including commercial developments, this shall be at a rate of \$1,000 per Equivalent Residential Unit (ERU) for Water General Facility Charges and/or \$1,000 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, termed the "Remaining General Facility Charges", shall be paid to the District by the Developer at any point before the District's General Manager approves with his/her signature the design for construction of the water and/or sewer improvements. The District will not charge interest on Remaining General Facility Charges owing. The District rate in effect at the time that the Developer pays the Remaining General Facility Charges will apply. If the project does not include construction of any water and/or sewer facilities, the Developer shall pay to the District the Remaining General Facility Charges before installation of water meters and/or side

sewers and before the District's Final Acceptance of the Developer Extension Agreement.

Once the Remaining General Facility Charges are paid for a specific number of ERUs, the General Facility Charges for those ERUs is established at that rate and are not subject to further adjustments. For changes in the number of ERUs associated with the Developer Extension Agreement, see Section 5. (D)(5), General Facility Charge Adjustments, of this Agreement.

(B) Development Services Deposit

The District's administration and execution of the Developer Extension Agreement (Development Services) includes, but is not limited to, the following District services:

- Preparation of Certificates of Water and/or Sewer Availability
- Analysis, review, and approval of the design of water and/or sewer facilities prepared by the Developer's Engineer, including checking for conformity with the District's Comprehensive Plans
- Coordination with the land use agency for the proposed development and review of submittals from the land use agency
- Review and approval of easements if applicable
- Assistance in securing right-of-way permits if applicable
- Review and approval of preliminary and final plat documents
- Environmental documentation review and processing if applicable
- Legal services and/or outside consultant costs if applicable
- Review and approval of reimbursement agreements
- Review and approval of materials submittals
- Other agency permitting fees and inspection costs administered through the District
- Construction inspection and testing services
- Review and approval of final project documentation including as-built drawings, input of as-built drawings into the District's GIS system, input of facility data into the District's asset management system, and document recording

The District does not provide the following services: design services, property surveys; surveying; or staking of mains, facilities or appurtenance.

(1) Development Services Deposit

The Developer shall pay a Development Services Deposit ("DS Deposit") listed on the District's Development Services Fee Rate Schedule at the time of, and as a condition of, entering into this Developer Extension Agreement. The District will hold this deposit as a retainer for District expenses until the completion of the maintenance period following final acceptance of the Developer Extension Agreement, at which time the deposit will be refunded. The resolution establishing the DS Deposit is available at the District Office.

(2) Payment for Development Services

The Developer is responsible for paying, on a time-and-materials basis, for all of the District's actual labor costs and expenses as they are incurred, including overhead, associated with the District's administration and execution of the Developer Extension Agreement.

Beginning immediately after Initial Acceptance of the Developer Extension Agreement by the District's Board of Commissioners and continuing to the end of the Maintenance Period following Final Acceptance of the Developer Extension Agreement, the District will provide the Developer with periodic invoices showing the District costs expended to date. All invoices are due within thirty (30) days of the invoice date. **Failure to pay the invoice within thirty (30) days of the date of the invoice will result in suspension of all District development services activities associated with the Developer Extension Agreement, including construction activities related to the water and sewer facilities or final acceptance of the project, until such time as the invoice is paid in full. If the invoice is not paid within ninety (90) days of the date of the invoice, the amount owing will be deducted from the DS Deposit. District development services associated with the Developer Extension Agreement will not resume until the Developer restores the DS Deposit to its original amount and pays any District invoices owing.**

(C) Flushing/Jetting Water

Flushing water is 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 will invoice the Developer for flushing water actually used through rented or District hydrant meters, or through the water obtained through the hydrant honor system.

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.**

(D) 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 the number of ERUs associated with the Developer Extension Agreement changes during the course of the project, the General Facility Charges will be re-evaluated prior to the District's Final Acceptance of the Developer Extension Agreement. If the number of ERUs is reduced, District will refund the General Facility Charges for the unused ERUs at the rate paid by the Developer. If the number of ERUs is increased, the Developer owes General Facility Charges for the additional ERUs at the rate in effect on the date that the Developer pays for the additional ERUs. The General Facility Charges are set by District Resolution, copies of which are available at the District Office.

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

The District will provide the Developer with periodic invoices showing the District costs expended to date associated with the following supplemental services.

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 expenses, on a time-and-materials basis, associated with 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.

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. 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) 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.

e) 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.

WATER FEE SUMMARY SHEET
first of three sheets

_____ Development Name

PRELIMINARY/CERTIFICATE FEES

(1) General Facility Charges

a) **Partial Payment @ \$1,000/ERU**

No. Lots _____, No. ERUs _____ (See Page A-15a for ERUs)

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

1.75% Excise Tax on GFC = **\$17.50/ERU**

b) **Development Services Deposit** (pay **EITHER** with Water **OR** Sewer phase)

Single Family Short Plat (1-9 Lots) = \$5,000; All Other Projects = \$10,000

Minimum Payment Necessary to Enter into Agreement

Total

Date Pd. _____

Receipt # _____

Date of District Approval of Agreement _____

c) **Remaining General Facility Charges**

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	\$6,019.00	\$15,048.50	\$30,095.00	\$48,152.00

No. Lots _____, No. ERUs _____ (See Calculation Pages for ERUs)

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

GFC Rate in effect at time Remaining GFC Payment

= \$ _____/ERU x _____ ERUs

less Partial Payment in (1)a

(_____)

Remaining GFC Subtotal

1.75% Excise Tax on Remaining GFC Subtotal

Total

Date Pd. _____

Receipt # _____

WATER FEE SUMMARY SHEET
second of three sheets

Development Name

FINAL ACCEPTANCE FEES

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

Domestic Meters

(Optional for Single Family Residential)

_____ - 3/4" @ \$550.00; _____ - 1" @ \$600.00, _____ - 1-1/2" @ \$825.00
_____ - 2" @ \$1,050.00, _____ - 3" @ T&M; _____ - 4" @ T&M

Irrigation Meters

_____ - 3/4" @ \$550.00; _____ - 1" @ \$600.00, _____ - 1-1/2" @ \$825.00
_____ - 2" @ \$1,050.00, _____ - 3" @ T&M; _____ - 4" @ T&M

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)

_____ - 3/4" @ \$6,807.00; _____ - 1" @ \$17,017.50, _____ - 1-1/2" @ \$34,035.00
_____ - 2" @ \$54,456.00, _____ - 3" @ \$108,912.00; _____ - 4" @ \$170,175.00

Excise Tax @ 1.75%

_____ - 3/4" @ \$121.24; _____ - 1" @ \$303.11, _____ - 1-1/2" @ \$606.22
_____ - 2" @ \$969.95, _____ - 3" @ \$1,939.91; _____ - 4" @ \$3,031.11

(3) Local Facility Charge

_____ lineal feet at \$_____/lineal foot

Streets or areas of frontage:

LFC Excise Tax @ **1.75%**

The LFC rate in effect at the time of Final Acceptance shall be charged. The general rate given here, \$223.00 per lineal foot, was in effect at the time of Agreement preparation, and is subject to change at any time without prior public notice

(4) Reimbursement Fees (Owing to Others)

Description of Reimbursement Basis and Factors:

(5) General Facility Charge Adjustments

See Calculation Sheets for Explanation

TOTAL + or - _____

GFC Excise Tax @ **1.75%** _____

(6) Other Charges

WATER FEE SUMMARY SHEET
third of three sheets

Development Name

FINAL ACCEPTANCE FEES – SUMMARY AND TOTAL

(1) Meter Charges

Domestic Meters _____

Irrigation Meters _____

(2) Regional Capital Facility Charges _____

(3) Local Facility Charges _____

(4) Reimbursement Fees _____

(5) General Facility Charge Adjustments _____

(6) Other Charges _____

(7) Excise Tax @ 1.75%:

RCFC _____

LFC _____

GFC _____

TOTAL _____

Date Pd. _____

Receipt # _____

FINAL LIFT PHASING, IF APPLICABLE

Final Lift Phasing Deposit _____

Date Pd. _____

Receipt # _____

Final Lift Phasing Deposit Refund _____

Payment to Developer Voucher # _____

if TOTAL is negative (owe Developer) _____

PROJECT CLOSEOUT

(1) 23-month Inspection and Project Final Costs _____

(2) Development Services Deposit Refund _____

(3) Other _____

TOTAL _____

Date Pd. _____

Receipt # _____

Payment to Developer Voucher # _____

if TOTAL is negative (owe Developer) _____

SEWER FEE SUMMARY SHEET
first of three sheets

_____ Development Name

PRELIMINARY/CERTIFICATE FEES

(1) General Facility Charges

a) **Partial Payment @ \$1,000/ERU**

No. Lots _____, No. ERUs _____ (See Page A-15a for ERUs)

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

1.75% Excise Tax on GFC = **\$17.50/ERU**

b) **Development Services Deposit** (pay **EITHER** with Water **OR** Sewer phase)
Single Family Short Plat (1-9 Lots) = \$5,000; All Other Projects = \$10,000

Minimum Payment Necessary to Enter into Agreement

Total

Date Pd. _____

Receipt # _____

Date of District Approval of Agreement _____

c) **Remaining General Facility Charges**

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	\$4,384.00	\$10,960.00	\$21,920.00	\$35,072.00

No. Lots _____, No. ERUs _____ (See Calculation Pages for ERUs)

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

GFC Rate in effect at time Remaining GFC Payment

= \$ _____/ERU x _____ ERUs

Less Partial Payment in (1)a) (_____)

Remaining GFC Subtotal

1.75% Excise Tax on Remaining GFC Subtotal

Total

Date Pd. _____

Receipt # _____

SEWER FEE SUMMARY SHEET
second of three sheets

Development Name

FINAL ACCEPTANCE FEES

(1) Side Sewer Inspection Charges

Single Family Residential (Optional)

Number of Lots ____ x \$300.00 Gravity + ____ x \$1,650.00 Grinder Pump _____

Non-Single Family Residential

Number of Side Sewers _____ x \$450.00

Oil/Water Separators or Grease Interceptors

Number of Side Sewers _____ x \$1,150.00

(2) Local Facility Charge

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

Excise Tax @ **\$1.75 %**

The LFC rate in effect at the time of Final Acceptance shall be charged. The general rate given here, \$252.50 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 for Explanation

TOTAL + or - _____

GFC Excise Tax @ **1.75%** _____

(5) Other Charges

SEWER FEE SUMMARY SHEET
third of three sheets

Development Name

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) Other Charges _____

(6) Excise Tax @ 1.75%:

LFC _____ GFC _____

TOTAL _____

Date Pd. _____

Receipt # _____

FINAL LIFT PHASING, IF APPLICABLE

Final Lift Phasing Deposit

Date Pd. _____

Receipt # _____

Final Lift Phasing Deposit Refund

Payment to Developer Voucher # _____

if TOTAL is negative (owe Developer) _____

PROJECT CLOSEOUT

(1) 23-month Inspection and Project Final Costs _____

(2) Development Services Deposit Refund _____

(3) Other _____

TOTAL _____

Date Pd. _____

Receipt # _____

Payment to Developer Voucher # _____

if TOTAL is negative (owe Developer) _____

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.

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:

<p># Water ERUs _____</p> <p># Sewer ERUs _____</p>

By _____ Date _____

CALCULATIONS FOR ERU'S IF CHANGES TO SCOPE OF DEVELOPMENT HAVE OCCURRED PRIOR TO PAYMENT OF REMAINING GFC'S:

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 _____

Water ERUs _____
Sewer ERUs _____
By _____ Date _____

CALCULATIONS FOR ERU'S IF CHANGES TO SCOPE OF DEVELOPMENT HAVE OCCURRED PRIOR TO PAYMENT OF FINAL ACCEPTANCE FEES:

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 _____

Water ERUs _____
Sewer ERUs _____
By _____ Date _____

(5) General Facility Charge Adjustments - **Water**

- a) Change in Project Scope _____
 - b) Other Reasons _____
-

Final Project Scope

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 _____

ERU Calculations

ERU Adjustment:

Final ERU Calculations _____

less ERUs included at payment of Remaining GFCs see (1)c) « _____ »

Change in ERUs _____

Final Water GFC Calculation

Final Water GFC Rate = \$ _____ /ERU x _____ ERUs = \$ _____

Adjustment to General Facility Charge + or - _____ **Copy to Page A-12**

(4) General Facility Charge Adjustments - **Sewer**

- a) Change in Project Scope _____
 - b) Other Reasons _____
-

Final Project Scope

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 _____

ERU Calculations

ERU Adjustment:

Final ERU Calculations _____

less ERUs included at payment of Remaining GFCs see (1)c) « _____ »

Change in ERUs _____

Final Sewer GFC Calculation

Final Sewer GFC Rate = \$ _____ /ERU x _____ ERUs = \$ _____

Adjustment to General Facility Charge + or - _____ **Copy to Page A-15**

DEVELOPER EXTENSION AGREEMENT FEE SCHEDULE
04/07/2014

FEE/DEPOSIT	AMOUNT	EXPLANATION
Application Fee	\$ 1,500.00	Required with Application for a Water and/or Sewer Developer Extension Agreement
Development Services Deposit	\$ 5,000.00	For Single-Family projects encompassing 1 to 9 lots, including short plats
	\$ 10,000.00	For all other projects Refundable at end of Maintenance Period
Flushing Water	\$ Actual costs	Water used in association with a Developer Extension Agreement filling and flushing of water mains, jetting of sewers, and other construction uses shall be metered through the use of a hydrant meter (or hydrant use "honor system" if approved by the District), and the Developer will be billed for water use
Satellite Water Service Agreements	\$ 250.00	Administrative Fee
	\$ 3,000.00	Future Water System Conversion
System Use Prior to Final Lift of Asphalt Deposit (refundable)	500.00 \$ 250.00 \$ 50.00 \$ 125.00 \$ 100.00 \$ 200.00 \$ 100.00 \$ 100.00 \$ 100.00 \$	Per Manhole Per Valve Box Meter Boxes & Stripes Hydrants with Blue Reflectors Per Type 1 Blow-off Per Type 2 Blow-off Air Relief Valves Valve Marker Posts Cleanouts

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) As part of the preparation of the Plans, Developer must file with the District copies of the:
 - 1) Draft and 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) The Developer shall submit an electronic request for a copy of As-Built drawings for surrounding District utilities, as may be available.
- (D) The Developer and the Developer's Engineer shall schedule a pre-design meeting with the District to discuss the items listed below.
 - 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.
- (E) Following the predesign 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. 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, and the District will furnish the Developer with the District's most current technical standards for inclusion with the District-Approved Plans.
- (G) Copies of the Plans
- 1) The Developer will make the following copies of the District-Approved Plans as necessary for Permit submittals and for District use during construction and inspection. The District reserves the right to request additional copies as needed.
 - Adobe PDF of the District-Approved Plans, including District Standards (electronic submittal shall be on CD)
 - Three (3) Full-size sets with District Standards
 - Two (2) 11"x17" (half-size) set with District Standards
 - 2) The original mylars will be kept by the Developer's Engineer for preparation of As-Built Record Drawings at the completion of construction.
 - 3) The Developer shall provide all necessary copies of the District-Approved Plans to the Developer's Contractor.

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 approval of plans by 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.

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. Work Performed Outside of Normal District Work Hours (Overtime)

District services beyond normal District working hours are considered overtime for purposes of compensation of District services. The District will make reasonable accommodation to provide development services outside of normal District working hours.

District services provided beyond normal working hours will be at the District's overtime rate (1.5 times actual salary) plus overhead.

The request for overtime shall be made in writing by either the developer or the developer's contractor. The developer acknowledges that the contractor is acting as the developer's agent in requesting overtime, for which the District will be compensated by the developer.

District overtime services that are scheduled to begin after normal working hours (overnight or Saturday) shall be compensated at a minimum of 4 hours. Failure to perform the work ("no show") without notifying the District in writing at least 48 hours in advance will result in a 4-hour minimum charge.

13. 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 two years. The period of two years 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 two years from the date of final acceptance of the system. The maintenance guarantee shall be in an amount equal to twenty (20) percent of the cost of said extension(s), but not less than seven thousand five hundred dollars (\$7,500.00), or the actual cost of construction if less than seven thousand five hundred 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". 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.

14. 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 two years 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 two years after acceptance of the corrected work by the District.

15. 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.

16. 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.

17. 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.

18. 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 shall enter into a new, additional Developer Extension Agreement for each additional phase, and the scope of the original Developer Extension Agreement shall be revised to reflect the initial phase. 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 shall enter into a new the Developer Extension Agreement for each additional phase, and shall submit new plans for original Developer Extension Agreement that reflect the revised initial phase. 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 District approval of the plans 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.

19. 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.

20. Limitation of Period of Acceptance

The extension(s) shall be completed and accepted within eighteen (18) months of the approval of construction plans by 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 may be terminated by the District. 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 initial execution of the 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.

21. 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.

22. Cleaning of Sewer System Within Maintenance Period

Twenty-three 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.

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Easement for Water Lines

Easement for Sewer Lines with Access Road

**Additional District Standard Easements Are Available at www.spwsd.org
Contact District for Applicable Easement(s) for Each Project**

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Reimbursement Agreement

PART FOUR - DISTRICT STANDARD DETAILS AND NOTES

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 (22” x 34” format).