



**KING COUNTY
WATER
DISTRICT NO. 90**

**DEVELOPER EXTENSION
AGREEMENT**



King County Water District No. 90
15606 South East 128th Street
Renton, Washington 98059-8547
Phone: 425-255-9600
Fax: 425-277-4128

Developer Extension Pre-Design Meeting Notice

April 2, 2019

Dear Developer:

In an effort to help keep your cost down and clarify project requirements, the required Pre-Design Meeting should be scheduled as soon as possible. This meeting will allow the Developer and/or Contractor, District Staff and our Engineer to discuss the DE contract, District standards and requirements, and prevent costly redesign of your project.

Please review the attached Developer's Extension Agreement. The first page is to be filled out by the Developer/Contractor. The District will fill out the second and third pages with the description of required facilities after initial project review. The Developer and a representative of the District will sign the contract on page 17 at the Pre-Design Meeting.

Expenses will begin to be incurred once the Developer Extension Agreement is submitted to the District. The actual costs, including District staff time, plus 20 percent will be charged to the Developer/Contractor. The Developer/Contractor will be invoiced for all costs related to the project including District services, engineering, inspections and observations, legal services and other related charges. The Developer/Contractor will be invoiced monthly for any current developer extension charges.

An initial Application deposit of \$5,000 is required to begin the process of a Developer Extension Agreement. Only limited preliminary work will be done on the project until the deposit is received and the District approves the Developer Extension Agreement.

The District will hold deposits until the acceptance of the project. At the time of acceptance, the deposit will be applied to the two- year maintenance guarantee retainage, which will be held as stated in the agreement. Any amount above the three percent Maintenance Guarantee (minimum amount of \$2,500) will be refunded to the Developer after the final inspection and all invoices are paid in full.

Required items must be received by the District office on or before the scheduled Pre-Design Meeting, including the following:

1. Signed Developer Extension Agreement
2. \$5,000 Deposit
3. Preliminary Plans
4. Estimated Cost of Water System Special Facilities such as PRV's, pump station, or reservoir improvements (Developer's Engineer)
5. Request for Estimate of Probable Costs from District's Engineer.

If there are any further questions, please contact the undersigned at (425) 255-9600.

Sincerely,
Joshua Drummond
Operations Manager

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DEVELOPER EXTENSION INFORMATION SHEET

(To Be Completed by Developer)

Name of Plat/Development: _____

Location: _____

Number of Proposed Lots: _____ Proposed Meter Sizes: _____ Other: _____

Closest Cross Streets: N/S _____, E/W _____

Description of Project: _____

Developer's Name: _____ Fed Tax ID: _____

Developer's Billing Address: _____

Developer's Phone #: _____ Fax #: _____

Contact Name: _____ Email: _____

Developer's Engineer: _____ License #: _____

Engineer's Mailing Address: _____

Engineer's Phone #: _____ Fax #: _____

Contact Name: _____ Email: _____

Contractor: _____ Registration #: _____

Contractor's Mailing Address: _____

Contractor's Phone #: _____ Fax #: _____

Contact Name: _____ Email: _____

KING COUNTY WATER DISTRICT NO. 90 DEVELOPER EXTENSION AGREEMENT (DEA)

DEVELOPER EXTENSION APPLICATION AND AGREEMENT TO ALLOW CONSTRUCTION OF EXTENSION TO WATER SYSTEM FACILITIES

TO: KING COUNTY WATER DISTRICT NO. 90

THE UNDERSIGNED, hereinafter referred to as "Developer", hereby makes application to King County Water District No. 90, hereinafter referred to as "District", for permission to construct and install an extension to the District's facilities in the public rights-of-way under the District's franchise, and/or upon easements approved by the District, by the Developer Extension Agreement (DEA), and to connect to the District's water distribution system; and in consideration thereof, makes the following representations and agreements, to wit:

1. LOCATION OF WATER SYSTEM EXTENSION:

NAME OF PLAT/PROJECT: _____

Number of Proposed Lots: _____

Legal Description: A copy of the plat must be attached and must include a legal description and by this reference is made a part of this Agreement.

2. DESCRIPTION OF EXTENSION:

A. Mains & Appurtenances:

The proposed extension will provide water service to the property described in Section 1 and shall consist of approximately _____ lineal feet of water pipe and appurtenances

Estimated cost of water system extension facilities \$_____.

Estimated by: _____

B. Special Facilities:

Special facilities are those that must be constructed to make service available to the Developer's plat, but which are other than the typical mains and appurtenances for developer extension projects (e.g. pump stations and pressure reducing valve stations). The description and estimated construction cost of any special facilities are as follows: (check one)

i. ☐ Not applicable

ii. ☐ Special facilities to provide water service to the property described in Section 1 and shall consist of approximately

Estimated cost of water system special facilities \$_____.

Estimated by: _____.

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C. Latecomers:

This project (check one): ☐ does ☐ does not

Include installation of facilities for which latecomer reimbursement may be available. An application for Latecomer reimbursement and certificate of cost shall be submitted with the Bill of Sale upon completion of the project. Entitlement to latecomer reimbursement and the amount thereof shall be determined in accordance with the District's current latecomer policy Resolution, and shall be established by execution of the District's Developer Extension Reimbursement Agreement by the District and the Developer. Based thereon, a Memorandum will be completed, adopted by Resolution, and recorded in accordance with RCW 57.22. If complete documentation is not provided with the Bill of Sale, upon written request from the Developer the District may extend the time at its sole discretion, but only for good cause shown. Failure to provide such documentation shall be considered a waiver of the right to such reimbursement.

The Developer shall pay a fee to the District for the preparation of the latecomer agreement consistent with the District's resolution, plus 20% for District administrative costs; provided, however, that if the Developer waives latecomer, the 20% shall remain as a Special Connection Charge against any reimbursement area, to be paid by the connecting property owner to the District. (PH)

D. District Paid Oversizing/Facilities:

This project (check one): ☐ does ☐ does not

Include oversizing or installation of facilities. If the project does include oversizing or installation of facilities, it shall consist of

_____.

i. **Oversizing/Facility Requirements:** The District may require the installation of facilities or modification of the Developer's proposed facility design in order to comply with the District's Comprehensive Plan or as needed to provide service to other properties within the District's Service Area. The most common example is the oversizing of lines. Oversized lines typically are those in excess of eight (8) inches in diameter. Any reimbursement for oversizing or facilities shall be determined by the Board of Commissioners prior to the start of construction and shall be established by Resolution in accordance with and pursuant to the laws of the State of Washington, and as further set forth in Paragraph 14.

E. Engineer:

The Developer can determine whether to use the District Engineer or use an engineer of the Developer's choice.

This project (check one) will be: ☐ District Engineered ☐ Optional Engineering

Name of Engineer: _____

The proposed extension shall be installed in accordance with plans and specifications approved by the District Engineer, and in accordance with the standards and conditions for constructing extensions to the water system adopted by the Board of Commissioners of the District, the terms of which are by this reference made a part hereof as though set forth in full herein. For any District paid oversizing or facilities, the District Engineer will be utilized for that portion of the project.

3. SUMMARY OF DEPOSITS AND CHARGES:

The following is a description of the deposits and charges, and the payment terms thereof attributable to this Agreement, and/or necessary for provision of service by the District. The deposits and charges summarized below are provided as an opinion of probable District costs for water main extension services. This is not a guarantee but based on similar projects of comparable size. The actual costs may be higher or lower than the figures given here.

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It is the intent of this Agreement that the Developer make payment(s) to the District for all the District's actual costs associated with this extension including, but not limited to, the District's engineering, legal, permitting, laboratory analysis, direct staff time and administrative costs. All direct costs will be invoiced with a 20% overhead fee. The Developer will be invoiced monthly for costs incurred, and balances are due within 30 days of receipt of the District's invoice. Failure to pay outstanding invoices within 30 days will result in a delay or work stoppage of the extension services by the District. In addition, completed payment is a prerequisite for acceptance by the District of the extension.

In the event any invoice authorized by this Agreement is not paid within 60 days, it shall be considered delinquent. Simple interest of 6% (but no more than the prime lending rate of the District's bank plus four percentage points) per year shall be added thereto until paid. After 90 days from the date of invoice, the District may stop all work by it, and the District Engineer required under this Agreement. After 120 days from the date of the invoice, the District may record liens against the property for the original invoice amount, plus the recording fee, and enforce such liens in accordance with RCW 57.08.081(4).

A. Deposits:

All Deposits will be collected by the District and held in reserve until the District accepts the project. Upon completion of the project, the deposit shall be applied to the Maintenance Guarantee Retainage as described in Section 10 of this agreement. The Maintenance Guarantee Retainage will be held for two years, and the balance of the deposit, if any, shall be refunded to the Developer.

- **Application Deposit:** A deposit of **\$5,000** is required at the time the Developer applies for a Developer Extension and prior to the scheduling of the Pre-design Meeting.

B. Charges For Using District Engineer:

Any District provided services, if using the District's Engineer, shall be paid by the Developer to the District in an amount equal to the actual cost of basic engineering, administrative, legal services, and construction engineering services. The total charge shall be on an actual time and expense basis. Water main extension charges using the District's Engineer are in consideration of the following basic work:

Basic Engineering, Administrative, and Legal Services:

- General Consultation:** General consultation with the Developer regarding the requirements by the District, the procedures of the Developer to make a water system extension, and administration of the Developer Extension Agreement. This general consultation with the Developer includes the extension design, Water District specifications, and other District requirements. Attend pre-design meeting with Developer and District.
- Preliminary Review:** Preliminary review of the proposed development and preliminary layout of the required water main extension in accordance with the Water District's Water Comprehensive Plan.
- Design of Water System Improvements:** If the Developer elects to use the District's engineer for water system design or is required to use the District's Engineer due to the nature of the required improvements, the District's engineer will prepare electronic drawings of the required extension and related improvements. The survey, if not provided by the Developer's engineer, and if necessary, to design the project will be provided by the District Engineer. (LF)
- Administration of the DE Agreement:** Including preparation of the DEA, design plans, specifications, construction record drawings, Bill of Sale, and Resolution of Acceptance.
- Permitting:** Application for State, City, and County permits, but not to include Corps of Engineers, Shoreline Management or SEPA process or requirements.

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- vi. **Legal Fees:** Regular and ordinary legal fees attributable to the administration of DEA shall be paid by the Developer. In the event that either the District or the Developer commences any legal action relating to the provisions of this Agreement, the prevailing party shall be entitled, in addition to all other amounts to which it is otherwise entitled by this Agreement, to all costs of litigation, including but not limited to costs, witness, expert and reasonable attorneys' fees, including all such costs and fees incurred in appeal.
- vii. **Maps & Models:** All costs and expenses billed to the District by the District's Consultants for Mapping and Hydraulic Model updates.
- viii. **Project Management:** Perform Project Management for the DEA.

Construction Engineering Services:

- i. **Preconstruction Meeting:** After the District has approved the plans and a Performance Guarantee Bond, if applicable, has been provided to the District, the Developer shall contact the District to schedule a pre-construction meeting. Construction of the water improvements for the Developer's project shall not begin until at least forty-eight (48) hours after such preconstruction meeting. The preconstruction meeting will be held at the District office during normal District office hours. District staff may also determine to continue and/or complete the preconstruction meeting at the project site.
- ii. **Staking:** Provide one complete set of construction stakes when needed (horizontal only). The Developer will provide the District with GPS data from the initial survey to be utilized by the District for inspection, construction record drawings, and project closeout. The data shall be collected using a survey-grade GPS device with a tolerance of 0.5 foot or better. The data shall be collected on the same horizontal and vertical datum as the project plans. The following water system features shall be collected:
 - Valves
 - Fire hydrants
 - Water main fittings (Tees/wyes/crosses, bends, reducers)
 - Water service meter boxes
 - Air/Vacuum assemblies
 - Blow-off assemblies
 - Vaults (PRV, meter), including elevation at valve level
- iii. **GPS data:** from the survey can be delivered to the District in .cor or .shp file formats.
- iv. **Field Observation:** Field Observation of the construction in progress. All work shall be subject to field observation by the District and its representatives. 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 field observation. The Developer shall make 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 shall make inspections within one business day of notification by the Developer. Work shall not be covered up without the consent of the District, and if it should be covered without such consent, it must be uncovered for inspection at the Developer's expense. Such inspections and tests shall not relieve the Developer of any of its responsibilities under this Agreement.
- v. **Quality Testing:** Observation of the pressure tests required by the Specifications, and any re-tests which may be necessary, and water quality sampling on the completed water mains after flushing and submittal to the Washington State Department of Health. All water mains shall be purity tested under the District's observation prior to any connection to the District's water system.

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- vi. **Review and Approval:** Final review of the completed water main extension and examination of required documents, to assure that the District has legal title to the necessary easements and/or rights-of-way, review, and approval of the Developer's warranty and Bill of Sale (BOS) and preparation of a final recommendation of acceptance of the water system by the Water District.
- vii. **Drawings and CAD Standards:** Preparation of electronic construction record drawings of extension, including an as-built survey with GPS locations. The construction record drawings will also include installed storm, sewer, dry utility, and easements locations. Such drawings, including pipe size and material, rim and invert elevations, and structure type shall be provided to the District in an AutoCAD Civil 3D version approved by the District, and limited to the current or prior version of the software at the time that the agreement is signed. CRD's must be submitted to the District in .cad, .pdf, .cor, and .shp file formats. Drawings shall be formatted to meet the requirements of the CAD to GIS Data Conversion - CAD Standards, which are located in Appendix 5 of the Developer Extension Agreement. Drawings that require District verification of accuracy or that do not meet the CAD formatting requirements will incur additional charges and can potentially delay the closeout of the project resulting in liquidated damages.

C. Charges Using Developer Engineer:

If the Developer is using its own Engineer, District provided services shall include but not be limited to the following: A "Review Fee" paid by the Developer to the District for the review of plans by the District to determine compliance with District standards and the requirements of other agencies having regulatory authority or control over the extension.

Basic Engineering, Administrative, and Legal Services:

- i. **General Consultation:** General consultation with the Developer regarding the requirements of the District, the procedure for the Developer to make a water system extension and administration of the DEA. Attend pre-design and pre-construction meeting with Developer and District.
- ii. **Preliminary Review:** Preliminary review of the proposed development and preliminary layout of the required water main extension in accordance with the District's Water Comprehensive Plan and other related policies.
- iii. **Consultation:** Consultation with the Developer during the period of the DEA regarding the extension design, District specifications, construction record drawings, and other District requirements.
- iv. **Maps & Modeling:** All costs and expenses billed to the District by the District's consultants for Mapping and Hydraulic Model updates to include the extension.
- v. **Administration of the DE Agreement:** Including Bill of Sale and Resolution of Acceptance.
- vi. **Project Management:** Perform Project Management for the DEA.
- vii. **Legal Fees:** Regular and ordinary legal fees attributable to the administration of DEA.
- viii. **Construction Engineering Services**
- ix. **Staking:** Provide one complete set of construction stakes when needed (horizontal only). The Developer will provide the District with GPS data from the initial survey to be utilized by the District for inspection, construction record drawings, and project closeout. The data shall be collected using a survey-grade GPS device with a tolerance of 0.5' or better. The data shall be collected on the same horizontal and vertical datum as the project plans. The following water system features shall be collected:

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- Valves
 - Fire hydrants
 - Water main fittings (Tees/wyes/crosses, bends, reducers)
 - Water service meter boxes
 - Air/Vacuum assemblies
 - Blow-off assemblies
 - Vaults (PRV, meter), including elevation at valve level
- x. **GPS data:** from the survey can be delivered to the District in .cor or .shp file formats.
- xi. **Field Observation:** Field Observation of the construction in progress. All work shall be subject to field observation by the District and its representatives. 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 field observation. The Developer shall make 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 shall make inspections within one business day of notification by the Developer. Work shall not be covered up without the consent of the District, and if it should be covered without such consent, it must be uncovered for inspection at the Developer's expense. Such inspections and tests shall not relieve the Developer of any of its responsibilities under this Agreement.
- xii. **Quality Testing:** Observation of the pressure test required by the specification, and any re-tests which may be necessary, and sampling of the completed water main after flushing and submittal to the Washington State Department of Health.
- xiii. **Final review:** Final review of the completed water main extension and examination of required documents, to assure that the District has legal title to the necessary easements and/or rights-of-way, review, and approval of the Developer's warranty and BOS and preparation of a final recommendation of acceptance of the water system by the District.
- xiv. **Drawings and CAD Standards:** Preparation of electronic construction record drawings of extension, including an as-built survey with GPS locations. The construction record drawings will also include installed storm sewer and easements locations. Such drawings, including pipe size and material, rim and invert elevations, and structure type shall be provided to the District in an AutoCAD. Civil 3D version approved by the District and limited to the current or prior version of the software at the time that the agreement is signed. CRD's must be submitted to the District in .cad, .pdf, .cor and .shp file formats. Drawings shall be formatted to meet the requirements of the CAD to GIS Data Conversion - CAD Standards, which are located in Appendix 5 of the Developer Extension Agreement. Drawings that require District verification of accuracy or that do not meet the formatting requirements will incur additional charges and can potentially delay the closeout of the project resulting in liquidated damages

D. Estimate of Probable Cost(s):

Developers considering using the District Engineer can request an estimate of probable costs at the beginning of the project. The actual estimate will be included in this contract as Attachment "A". A probable cost estimate is only generated upon request and relies on a series of assumptions.

E. Additional Requirements with the OPTIONAL ENGINEERING METHOD:

NOTE: THE OPTIONAL ENGINEERING ASSUMES THAT THE DEVELOPER'S ENGINEER WILL PERFORM THE FOLLOWING FUNCTIONS WITH REGARD TO THE DEVELOPMENT:
SELECTION OF DEVELOPER'S ENGINEER

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Should Developer elect to use its own licensed professional engineer to design and prepare the plans, at the time of Developer's submission of this Agreement to the District for execution, the Developer shall notify the District in writing, by including the name and contact information on the "Developer Information Contact Sheet", on Page 1 of this Agreement, 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 does not approve of in writing, which shall not unreasonably be withheld. Nothing contained in this DEA shall create any contractual rights between the District and any person or firm employed by Developer to design and prepare the plans. The Developer is required to notify the District in writing if the Developer's engineer is replaced during the course of this DEA agreement.

- i. A Pre-design meeting shall be held with the District and District's Engineer with Developer and Developer's Engineer in attendance to determine the District's construction specifications and standards and advise Developer of specific project requirements.
- ii. Provide five (5) sets of approved contract plans and specifications to the District in addition to a .pdf version. The District shall have the right to require changes in the preliminary design and plan as may be deemed necessary. PDF versions are permitted for interim plan submittals.
- iii. Upon approval of the final plans, the District Operations Manager, (or the District Engineer in his or her absence) shall indicate approval of the plan on original full-size paper drawings. Developer's Engineer shall provide AutoCAD Drawing Compatible (.DWG) electronic files limited to the current or prior version of the software at the time that the Agreement is signed, which shall interface with District drawings; files to include any special fonts used, all external cross-references, lot and street layout with computation data, street and storm plan, and profile data, and site topography and proposed site grading plan. The plans shall become the property of the District. Neither the Developer nor Developer's Engineer shall have any rights of ownership, copyright, trademark, or patent in the plans.

F. Additional Charge(s):

The work described below is in addition to the basic work performed in conjunction with the main extension. The need for additional District services will be based on the complexity of the extension. Additional charges for such services shall be based upon the District's current schedule of costs for District employees, engineering, legal, and other actual charges for work plus 20 percent overhead. The District shall be paid by the Developer for the cost of any work required in addition to the basic work scheduled in Section B or C, including, but not limited to the following:

- i. Revisions to the DEA and specifications and other work occasioned by any act or omission of the Developer, the Developer's Engineer and/or Contractor.
- ii. Any costs incurred for surveying.
- iii. Additional charges for administrative, legal, repairs, or paving costs, and fees incurred at any date beyond the limitation for acceptance set forth in Section 8.
- iv. Costs of preparing applications for and obtaining City, King County, State, Federal and/or other governmental agency permits, franchises, annexations or required approvals, and charges for any meetings and inspections performed by those agencies. This includes costs attributable to any required environmental assessment and evaluation, including SEPA Checklists and Determinations or Environmental Impact Statement. Charges for such services are established by the individual agency and not by the District.
- v. Easement preparation costs, including title policies, as-built surveys, easement drafting, and any necessary addendum or special stipulations required therein.
- vi. Any and all costs, charges, expenses, and damages incurred resulting from failure of the Developer to comply with this Agreement and/or requirements of any governing agency.

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- vii. Any and all costs, charges, and expenses incurred by the District to perform or complete any of those functions identified to be performed by the Developer's Engineer under the Optional Engineering Method, as described in Section 3C.
- viii. Costs of preparation of any special agreements between the Developer and the District, and Resolutions of acceptance.
- ix. All costs and expenses billed to the District by the District's Engineer attributable to engineering advice to Developer and/or its Engineer as a result of inability or failure of Developer's Engineer to perform the services described in Section 3C.
- x. Notification and re-notification of customers for water system shutdown.
- xi. All costs, damages, and expenses, including reasonable attorney fees, incurred by the District in responding to, and/or defending claims made by third parties for acts of the Developer, its engineer or contractor.
- xii. The Developer Conformance Charge is a charge for document changes reflecting any adjustments, amendments, or additions to the easement documents or construction record drawings of the District that are required due to changes in the following, but not limited to: lot line changes, lot number changes, greenbelt area legal description changes, and changes that require amendment to easement descriptions; any of said changes having been made after submittal of the preliminary plat plans, short plat or subdivision plans. Changes are based on a copy of the recorded plat which is to be provided to the District within one (1) week of recording.

G. Administrative Overhead Charge(s):

All costs for engineering, legal, permitting, inspecting, District labor, as well as other costs directly attributable to the extension, will be charged at actual cost plus 20 percent of the total thereof as the District's Administrative Overhead costs attributable thereto.

4. INSURANCE REQUIREMENTS:

- A. The Developer shall obtain and keep in force during the term of the contract, Commercial General Liability insurance policies with insurance companies which have an A.M. Best's rating of A VII or better and who are approved by the Insurance Commissioner of the State of Washington pursuant to Title 48 RCW.
- B. Prior to the execution of the contract, the Developer shall purchase and maintain during the term of this project a Commercial General Liability insurance policy meeting the requirements set forth herein. The Developer shall file with the District either a certified copy of all policies, insurance, endorsements, and coverages or a Certificate of Insurance with such endorsements attached, as are necessary to comply with these specifications. It is the responsibility of the Developer to provide renewed certified copies of all policies, insurance, and endorsements that expire during the term of this project. Failure of the Developer to fully comply with the requirements regarding insurance will be considered a material breach of contract and shall be cause for immediate termination of the Developer Extension Agreement and of any and all District obligations, regarding same.
- C. The Developer shall not begin work under the Agreement or under any special condition until all required policies of insurance, endorsements, and coverages have been obtained and until such insurance has been approved by the District. Said insurance shall provide coverage to the Developer, and the District. The coverage so provided shall protect against claims from bodily injuries, including accidental death, as well as claims for property damage, which may arise from any act or omission of the Developer, the Developer's Contractors, or by anyone directly or indirectly employed by either of them.

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- D. Approval of Developer's insurance by the District shall not relieve Developer from any requirements to obtain the specific insurance, endorsements, and coverages required by this Agreement unless otherwise agreed in writing as a modification of this Agreement.
- E. The insurance policies shall specifically name the District, its elected or appointed officials, officers, employees, agents and volunteers as insureds with regards to damages and defense of claims arising from: (a) activities performed by or on behalf of the Developer; or (b) products and completed operations of the Developer, or (c) premises owned, leased or used by the Developer. The insurance shall be maintained in full force and effect at the Developer's expense throughout the term of the DEA.
- F. The District shall be given at least 30 days written notice of cancellation, nonrenewal, material reduction, or modification of coverage, such notice to be given by certified mail. The Developer shall maintain its products-completed operations coverage for a minimum of three-years after the earlier of substantial completion or termination of this Agreement.
- G. The coverage provided by the Developer's insurance policies shall be primary to any insurance maintained by the District. Any insurance that might cover this Agreement, which is maintained by the District shall be in excess of the Developer's insurance and shall not contribute with it.
- H. The Developer's insurance policies shall protect each insured in the same manner as though a separate policy had been issued to each. The inclusion of more than one insured shall not affect the rights of any insured as respects any claim, suit or judgment made or brought by or for any other insured or by or for any employee of any other insured. However, this provision shall not increase the limits of the insurer's liability.
- I. The General Aggregate provision of the Developer's insurance policies shall be amended to show that the General Aggregate Limit of the policies applies separately to this Project.
- J. The Developer's insurance policies shall not contain deductibles or self-insured retentions in excess of \$10,000 unless approved by the District.
- K. The Developer's insurance policies shall contain a provision that the District has no obligation to report events, which might give rise to a claim until a claim has been filed with the District's Board of Commissioners.
- L. Types and Limits of Insurance Required:

Commercial General Liability

- \$1,000,000 each occurrence Bodily Injury and Property Damage Liability
- \$2,000,000 Annual Aggregate
- Employees and volunteers as Additional Insureds
- Premises and Operations
- Broad form property damage including underground, explosion and collapse hazards (XCU)
- Products completed operations
- Blanket contractual
- Subcontractors
- Personal injury with employee exclusion deleted
- Employers liability (Stop gap)

Automobile Liability

- \$1,000,000 per accident bodily injury and property damage liability, including:
- Any owned automobile
- Hired automobiles
- Non-owned automobile

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Umbrella Liability

- \$2,000,000 per occurrence
- \$2,000,000 Aggregate

- M. As an alternative to the above indicated Commercial General Liability and Umbrella Liability insurance policies, the Developer may provide the District with an Owners and Contractors Protective (OCP) policy with a limit of coverage of \$5,000,000. The Developer shall additionally provide the District with evidence that the District has been named as additional insured on the Contractor's general liability policy for at least products-completed operations coverage.
- N. Providing coverage in the stated amounts shall not be construed to relieve the Developer from liability in excess of such limits.
- O. The Developer shall have its insurance agent/representative complete the Insurance Coverage Questionnaire contained in the proposal and attach it to the Certificate of Insurance along with all policy endorsements necessary to comply with these requirements, for District's approval. Notations made on the Certificate of Insurance as to satisfying these insurance requirements is not sufficient evidence: Only endorsements to the affected policies will be accepted.
- P. The Developer's Contractor shall maintain Workers Compensation Insurance and/or Longshore and Harbor Workers' Insurance (or Jones Act coverage for all employees eligible for same) as required by state or federal statute for all of its employees to be engaged in work on the Project under this contract and, in case any such work is sublet, the Developer's Contractor shall require the Subcontractor similarly to provide Workers Compensation Insurance and/or Longshore and Harbor Workers' Insurance (or Jones Act coverage) for all of the latter's employees to be engaged in such work. The Developer's Department of Labor & Industries account number shall be noted on the Certificate of Insurance. In the event any class of employees engaged in the work under this contract is not covered under Workers Compensation Insurance or Longshore and Harbor Workers' Insurance (or Jones Act coverage) as required by state and federal statute, the Developer shall maintain and cause each Subcontractor to maintain employees liability insurance for limits of at least \$1,000,000 each employee for disease or accident, and shall furnish the District with satisfactory evidence of such.
- Q. The Developer and its Contractor shall be solely and completely responsible for safety and safety conditions on the job site, including the safety of all persons and property during the performance of the work. The services of the District's employees or Engineer's personnel in conducting construction review of the Developer's Contractor's performance is not intended to include review of the adequacy of work methods, equipment, bracing, scaffolding, or trenching, or safety measures in, on, or near the construction site. The Developer and its Contractor shall provide safe access for the District and its inspectors to adequately inspect the quality of work and the conformance with project specifications.
- R. The Developer and its Contractor shall be solely and completely responsible to perform all work and furnish all materials in strict compliance with all applicable state, city, county and federal laws, regulations, ordinances, orders, and codes. The Developer's attention is directed to the requirements of the Washington Industrial Safety and Health Act (WISHA), Chapter 49.17 RCW.
- S. The contractual coverage of the Developer's policy shall be sufficiently broad enough to insure the provisions of the HOLD HARMLESS AND INDEMNIFICATION AGREEMENT of this contract.
- T. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Developer's and its Contractor's responsibility for payment of damages resulting from their operations under this contract.
- U. There shall be provided to the District an "Accord Certificate of Insurance". The Certificate is to be completed in full, endorsed to the required limits, and certified by the Developer's or the Developer's Contractor's insurance company.

KING COUNTY WATER DISTRICT NO. 90 DEVELOPER EXTENSION AGREEMENT (DEA)

5. PERFORMANCE BOND:

The Developer shall furnish a fully executed Performance Bond prior to the preconstruction conference, on a form approved by the District and signed by an approved surety or sureties in an amount to be determined by the District Engineer. The Performance Bond shall be conditioned upon the faithful performance of all portions of the project that are either off-site (not on Developer owned property), or on Special Facilities, as defined in this document. The Bond shall remain in effect until the Developer has completed all such portions in accordance with District standards and the provisions of this Developer Extension Agreement. Faithful performance of off-site and special facilities will be demonstrated by the Substantial Completion Letter prepared by the District after inspection of said facilities. The Bond shall also provide that the surety agrees to protect and indemnify the District against any direct or indirect loss claimed:

- A. By reason of failure by the Developer and/or its Contractor to faithfully perform the above-referenced portions of the work; or
- B. By reason of failure by the Developer and/or its Contractor to pay all contractors, laborers, mechanics, sub-contractors, agents, suppliers, and all persons who shall supply such Developer and/or its Contractors, or their sub-contractors or agents, with provisions or supplies for carrying out those portions of the Developer Extension described above.

The Performance Bond shall be accompanied by a certification indicating the authenticity of the signing agent to act on behalf of the surety. The District may require the sureties or surety company to appear and qualify themselves upon the Bond. Whenever the surety or sureties are deemed insufficient, the District may demand in writing that the Developer furnish additional surety in an amount not exceeding that originally required as may be necessary to cover the remaining portion of the Developer Extension as described hereinabove.

6. PERMITS:

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/or Contractor shall be responsible to obtain and comply with these requirements.

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

A. MATERIAL AND EQUIPMENT REVIEW

The District requires a complete material submittal package for preliminary review of all materials a minimum of ten (10) calendar days prior to the beginning of construction. The submittal package can be in either .pdf or paper form. The Developer may submit cut sheets at its initiative if he has a question on material suitability. The submitted materials shall be reviewed for compliance with District Specifications. Two (2) working days prior to the beginning of construction, the Developer shall notify the District that the materials are on site and available for mandatory review. The District will review all materials and/or material suppliers. Review may include the quantity, manufacturer, and model number, if applicable, of material and equipment to be installed as part of the "Work". 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 submittal package is submitted or at the onsite review shall not be deemed a waiver of the District's right to reject such materials or equipment at a later time. The District and its Engineer shall be sole judge whether supplies or material quality "as equal" substitutions under the Plans and Specifications.

KING COUNTY WATER DISTRICT NO. 90 DEVELOPER EXTENSION AGREEMENT (DEA)

7. EASEMENTS:

All required easements required shall be obtained by the Developer without cost to the District and shall provide for a permanent easement and construction easement as shown on the Design and Plans. Executed copies of off-site easements shall be delivered to the District prior to construction. All other easements shall be delivered to the District prior to the District's acceptance of the work. The Developer shall provide the District's Engineer with supporting data to verify the location of all easements. All easements shall be a minimum of fifteen (15) feet in width, except on a case-by-case basis with permission from the District, and 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 the amount as billed to the District before acceptance of the proposed extension. Developer shall also, upon request, provide the District satisfactory Title Insurance insuring without exception the District's interest in all easements conveyed to the District. Easements shall be on the District's standard form, an example of which is included in this document. Easements must be documented and recorded on all final plat document or equivalent.

8. LIMITATION PERIOD FOR ACCEPTANCE:

The Limitation Period for Acceptance of this extension shall be 24-months from the date of this Agreement.

- Projects requiring more than 24-months to complete will require an extension of this DEA. Renewals of DEA contracts will require a \$300 renewal fee and a completed and signed DEA Extension form found in Appendix K.
- Renewals made after the DEA expires will require at \$500 renewal fee.
- If in the discretion of the District, too much time has passed and the DEA cannot be renewed, a new DEA contract may be required.

The Developer agrees that the construction of the extension shall be carried out in a timely and efficient manner and further agrees that the improvements shall be completed and ready for acceptance by the District within the Limitation Period for Acceptance. If the Developer has executed a Performance Bond or a Set Aside Letter, upon expiration of the period thereof, the District may order the work done, or any remaining portion thereof, and all costs and expense incurred, shall be reimbursed to the District from the Bond company or financial institution holding the funds as provided in the set aside letter, provided, however, that the amount of such reimbursement available shall not be deemed to limit the Developer's obligation to pay the total costs attributable to the work. If the work is completed beyond the period for acceptance, reimbursement shall also include the costs of renewal of this Agreement as described below.

If the extension is not completed and ready for acceptance within said period, the Developer's rights under this Agreement shall cease and no additional administrative, engineering, or legal services will be provided by the District unless and until the Developer makes a new application, or until the District consents to the renewal of the expired Agreement.

9. ASSIGNMENT:

This Agreement may not be assigned or otherwise transferred without the express written consent of the District. Unauthorized assignment or transfer may void this Agreement in the discretion of the District. Any request to assign or transfer this Agreement must be made to the District in writing and must include completion of Attachment L – Assignment of DEA.

KING COUNTY WATER DISTRICT NO. 90 DEVELOPER EXTENSION AGREEMENT (DEA)

10. CERTIFICATION OF COST:

The Developer agrees that he will submit to the District a certificate of cost for the total cost (i.e. price paid) that he has incurred in the installation of the water lines and appurtenances pursuant to this Developer's Extension Agreement at the time that he requests final approval and acceptance of said improvement. Therefore, Developer acknowledges that the District will not approve the Bill of Sale for the improvement until said the District receives the certification of costs; nor shall the Developer be allowed to apply for meters.

11. MAINTENANCE GUARANTEE RETAINAGE:

This Maintenance Guarantee Retainage is equal to 3% of the total cost of main water construction, but no less than \$2,500. This Maintenance Guarantee shall be withheld from the original deposit at the time of acceptance of the completed project. The District will retain the Maintenance Guarantee for a minimum of two (2) years after the project is accepted.

The Maintenance Guarantee Retainage shall be to condition the Developer's compliance with the terms, conditions, and standards contained or referenced herein, and shall insure the District against any damage to its existing system and/or proposed extension as a result of the Developer's failure to comply.

The Maintenance Guarantee Retainage shall be used in cases determined by the District when the Developer has failed to make necessary repairs or restoration of any failures, including ditch settlement, of any portion of the project covered by the guarantee within seven days or per City or County Standards, whichever is shorter, after notification by the District of the necessity for said repairs. At the end of the seven day period, if the Developer has not accomplished the necessary work, the District will have the work done and pay all costs in connection therewith from the deposit. Determination of any necessary repairs or restoration will be made by the District during the course of periodic inspections and until the final inspection that is to be made within two (2) years of the District's acceptance of the Bill of Sale as provided herein. The Maintenance Guarantee Retainage will be retained by the District until all items requiring repair or restoration have been satisfactorily completed, and a copy of King County's or the City's approval of the plat have been provided to the District.

In the event the Maintenance Guarantee Retainage is reduced by application by the District to repairs or restoration prior to the final inspection, the District may notify the Developer of the amount of the Guarantee Deposit, which has been utilized, and the Developer shall immediately deposit with the District the amount of such deposit deficiency.

The amount of the Maintenance Guarantee Retainage shall not constitute a limit on the amount of any District claim, nor on the Developer's liability for repairs or restoration, or liability arising out of any other claim by the District for breach of any term of this Agreement.

A. DEFECTIVE WORK AND CORRECTIVE ACTION

Work which is found by the District not to comply with the plans and specifications shall be remedied so as to comply therewith. The Developer shall correct or replace any defective work or material discovered by the District within two years after the work has been accepted by the District. Such correction or replacement shall commence within seven days from the time of Developer's receipt of notice from the District of defective work or materials and shall be completed promptly. If not so commenced, or, in an emergency, when damage may result from delay, such correction or replacement may be made by the District at the expense of the Developer/Contractor. The Developer shall reimburse the District upon demand, for any expense (s) resulting from defects which appear within two years 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, inspection, 20 percent overhead, and supervision by the District or the Engineers, and attorney's fees, and costs incurred by the District as a result thereof.

KING COUNTY WATER DISTRICT NO. 90 DEVELOPER EXTENSION AGREEMENT (DEA)

B. 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.

12. FINAL 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.

The District agrees to accept a Bill of Sale to the extension when all work which may in any way affect the water lines constituting the extension has been properly completed, and when any and all damage to said water lines which may have been caused thereby has been repaired, and when the District has made final inspection and given approval of the system as having been completed in accordance with the plans and specifications; PROVIDED, no acceptance will be considered if the Developer is in default of any of the terms of this Agreement; acceptance of said extension shall be by resolution of the Board of Commissioners of King County Water District No. 90, and prior to such acceptance, a completed Bill of Sale must be executed on the form furnished by the District.

13. BILL OF SALE:

The Bill of Sale will provide for the transfer of title to the constructed extension from the Developer to the District, and its acceptance is conditioned upon the following:

- A. The Developer is the lawful owner and has the right to transfer the extension, that the extension is free from all encumbrances, and that the Developer will warrant and defend the same against all claims and demands of any person.
- B. All bills for labor and materials have been paid, and the Developer has provided a certificate from the Contractor installing the extension (See Attachment C; Addendum to Developer Extension Agreement Form – Proof of Contractor Payment), and the Developer's Engineer (if optional method) (See Attachment D; Second Addendum to Developer Extension Agreement Form – Proof of Engineer Payment), acknowledging that the Contractor and Engineer have been paid in full and/or do fully release, transfer, assign and set over to the District all of their rights, title, claims and interest therein.
- C. The Developer has submitted to the District, the certification of costs incurred in the installation of the extension.
- D. The consideration for the Bill of Sale shall be the District's incorporation of the improvements into its overall water distribution system.
- E. The Developer warrants that for a period of two (2) years from the date of the Bill of Sale the water system will remain in acceptable working order and condition, except where abused or neglected by the District, and the Developer will repair or replace at its own expense any work or material that is shown to have been defective during the said two (2) year period of warranty.
- F. The Developer warrants that paving which has been completed will remain in acceptable condition for two (2) years from the date of the Bill of Sale. For paving which has not been completed on the date of the Bill of Sale, for which there is a paving deposit, the Developer warrants that after the paving has been completed, it will remain in acceptable condition for two (2) years from the date of the Bill of Sale, or one (1) year from the date of completion of the paving, whichever is later. The Developer will repair or replace at its own expense any paving work or material that is shown to have failed during the applicable period

KING COUNTY WATER DISTRICT NO. 90 DEVELOPER EXTENSION AGREEMENT (DEA)

- G. The Developer agrees to defend and hold the District and its Engineer harmless for trench failures or settlement occurring over any portions of the system installed on the private property for two (2) years from the date of the Bill of Sale. The District and its Engineer do not, by virtue of their construction observation and/or inspection, assume liability for such failures, any such construction observation and/or inspection being for the District's purposes of ensuring the soundness of the installation of its system facilities, and not as a warranty of compaction or other restoration on private property. (PH)
- H. The Developer warrants that bushes, trees and other landscaping plantings installed as a part of the permit-required restoration will remain in acceptable condition for the time from the date of the Bill of Sale specified in the applicable permit. The Developer will maintain such plantings at its own expense during such period. The Developer shall replace at its own expense any such plantings that have failed during the applicable period. In the alternative, and at the District's option, the District and the Developer may agree on an amount of payment to the district for which the District will assume the obligation for maintenance and replacement of landscape plantings required hereunder.
- I. The Developer has submitted a copy of the recorded plat.

Such acceptance by the District shall not relieve the Developer of the obligations to correct defects in labor and/or materials as heretofore provided and/or the obligations set forth in the applicable paragraphs hereof. Acceptance by the District's Board of Commissioners shall cause said an extension to be subject to the control, use and operation of the District, which may apply thereto all regulations and conditions of service and make such changes therefore as the Board of Commissioners of said District deem reasonable and proper.

14. FACILITIES AND IMPROVEMENTS REQUIRED BY DISTRICT:

- A. The District may require the installation of facilities, or modification of the Developer's proposed facility design in order to comply with the District's Comprehensive Plan or to provide service availability to other properties within the District's service areas. The most common example is the oversizing or over depth of lines and the construction of offsite facilities. An estimated reimbursement amount for the extra cost of such District-required facilities and improvements shall be determined by the Board of Commissioners prior to the start of construction, and shall be established by Motion of the Board. Oversized lines are generally those in excess of eight (8) inches equivalent in diameter. Lines sized over eight (8) inches to meet the development's requirements (e.g., larger diameter to compensate for flatter slopes) are not considered oversizing. Overdepth lines are those deeper than ten (10) feet, and only to the extent, they are at least two (2) feet deeper than the development's requirements in order to meet the District's Comprehensive Plan or service availability to other properties.
- B. In the event of unforeseen circumstances which require an increase in the District's cost obligation from that set by the Motion, this Agreement may be modified by supplemental agreement covering said increase. Developer shall provide complete documentation of its costs attributable to such oversize/over depth at the time of the acceptance of the Bill of Sale for the project. If complete documentation is not provided within ninety (90) days, upon written request from the Developer the District may extend the time at its sole discretion, but only for good cause shown. Failure to provide such documentation shall be considered a waiver of the right to such reimbursement.
- C. Written approval must be secured from the District before the beginning of such work. Upon completion of the extension, the final amount of reimbursement will be confirmed by Resolution of the Board of Commissioners in accordance with and pursuant to the laws of the State of Washington.

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- D. The District may refuse to participate in an extension which would otherwise qualify for District reimbursement if budgetary considerations or the prudent management of the District indicates such participation is not appropriate at the time. In such event, the Developer may proceed to construct its extension, but with the facilities or design modifications, and shall be entitled to a reimbursement agreement with the District, payment to be conditioned upon future events as determined by the District which justifies such District expenditure, e.g., development utilizing such oversized facilities and providing General Facility Charge funds to the District.
- E. In the event the District and the Developer are unable to reach agreement as to a reimbursement amount, or as to the increased costs to the District's obligation due to unforeseen circumstances, the Developer may bring no claim against the District in litigation unless the claim has first been the subject of a non-binding mediation before a single mediator under the Voluntary Construction Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The mediation shall be conducted as soon as is practicable after the completion of the project. This requirement cannot be waived except by an explicit written waiver signed by the District. The request for mediation shall be submitted in writing to the American Arbitration Association. The District and the Developer shall participate in the mediation process in good faith. An officer of Developer, and the General Manager or his designee from the District, both having full authority to settle the claim, must attend the mediation session. To the extent there are other parties in interest, such as engineers, subcontractors, or suppliers, their representatives, with full authority to settle any claim, shall also attend the mediation session. Unless the District and the Developer mutually agree in writing otherwise, all unresolved claims shall be considered at a single mediation session which shall occur prior to acceptance by the District of the Bill of Sale.

15. INDEMNITY:

The Developer shall indemnify, defend and hold the District and its elected officials, employees, agents, volunteers, attorneys, and engineers 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, his agents or employees, or the contractor 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.

A. EXISTING UTILITIES OR OBSTRUCTIONS

Preparation of Plans by District Engineer: Should the Design and Plans be prepared by the District Engineer, existing utilities and obstructions are shown on the Drawings so far as known to the District Engineer and the District, but may have been obtained from old drawings or verbally from persons connected with the 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 Engineer or the District nor shall it relieve the Developer of responsibility for repairing any damage the 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 property of others for which the District is liable caused by the Developer and for other expense, including attorneys' fees and court costs incurred by the District because of such damage. Whenever the contractor fails to repair or restore existing improvements damaged by the Contractor within 72-hours of notice, the District may order said work done by others and all costs incurred by the District for such work shall be paid by the Developer.

Preparation of Plans by Developer Engineer: In the event Developer elects to use its own engineer to Design and prepare the Plans, the District shall make available to the Developer such information as it may have regarding existing utilities and obstructions. 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 Engineer or the District nor shall it

KING COUNTY WATER DISTRICT NO. 90 DEVELOPER EXTENSION AGREEMENT (DEA)

relieve the Developer of responsibility for repairing any damage his activities may cause to such utilities. It shall be the Developer's responsibility to contact all necessary utilities and determine what existing utilities and obstructions may exist. The Developer shall reimburse the District for damage to the property of the District or damage to property of others for which the District is liable caused by the Developer and for other expenses, including attorneys' fees and court costs incurred by the District because of such damage. Whenever the contractor fails to repair or restore existing improvements damaged by the Contractor within 72-hours of notice, the District may order said work done by others and all costs incurred by the District for such work shall be paid by the Developer.

B. GOVERNING LAW/FORUM

This Agreement or Contract 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 this Agreement shall be brought in King County, Washington Superior Court.

16. CANCELLATION OF AGREEMENT

A Developer Extension Agreement may be canceled under the following circumstances:

- A. The Developer gives the District written Notice of its request to cancel the Agreement;
- B. After a period of inactivity, the District gives the Developer written Notice of the District's intent to cancel the Agreement, unless the Developer shall object in writing to such cancellation within thirty (30) days of such Notice by the District.

Regardless of how a Developer Extension Agreement cancellation is initiated, the procedures to cancel the Agreement shall be as follows:

- A. The District shall notify the District Engineer in writing that the project has been canceled, and shall request from the Engineer a final invoice for engineering services rendered to the project, together with a statement of the percentage of plans completed to the date of cancellation;
- B. The District and its Engineer will review their records to identify all outstanding work orders which should be cancelled/closed by the cancellation of the project;
- C. A final invoice shall be prepared by the District indicating the project's balance (for refund), or shortage (due from Developer) as of the date of cancellation;
- D. Either a voucher request or an invoice, as appropriate, shall be prepared to close out the project financially;
- E. If an amount is due, the invoice shall notify the Developer that the balance on the invoice, if it becomes delinquent, shall accrue penalties and interest in accordance with the District's collection procedures and policies, and applicable statutes;
- F. If an amount is due, and any deposit accounts have balances, the balance of such deposit account may be applied by the District to the outstanding invoice without regard to the nature of the balance on the invoice, and without regard to the nature of the deposit account which contains the balance; and
- G. The District will show the project as canceled in its database, and move the files for the project to the District's inactive files.

Once a Developer Extension Agreement has been cancelled, it may be revived only in the exercise of the District's sole discretion.

KING COUNTY WATER DISTRICT NO. 90 DEVELOPER EXTENSION AGREEMENT (DEA)

17. BREACH OF CONTRACT - ATTORNEY FEES

A breach of any provision of this Agreement shall constitute a total breach thereof, and shall subject the Developer to the cancellation of the Agreement, forfeiture of deposits, and claim for costs, and damages, as appropriate. The parties agree that in the event of litigation regarding the terms or performance of this Agreement, the substantially prevailing party shall be entitled to an award of reasonable attorney fees and costs, in addition to any other appropriate remedy.

18. RECORDING OF NOTICE OF EXECUTION OF AGREEMENT

Upon execution hereof, the District may record a Notice of Execution of Developer Extension Agreement against the property as reasonably necessary to notify persons dealing with the property that it is subject to the terms hereof. Upon completion of the project, the District may record a Notice of Completion of Developer Extension Agreement. The Notices shall be in the form described under "Documents" herein.

19. GENERAL WATER PROVISIONS

The General Water Provisions are attached as Appendix 1 and by this reference incorporated into this document.

20. ACKNOWLEDGMENT

The Developer acknowledges that he has read the Application and Agreement to allow construction of an extension of water system facilities and the General Water Provisions and all other portions of the DEA contained in this booklet and he agrees to comply with all the conditions identified and all other applicable District regulations and Washington Law.

ATTACHMENTS – SAMPLE DOCUMENTS:

- ATTACHMENT A - Certificate of Insurance Form and Insurance Coverage Questionnaire
- ATTACHMENT B - Performance Bond Form
- ATTACHMENT C - Addendum to Developer Extension Agreement Form – Proof of Contractor Payment
- ATTACHMENT D - Second Addendum To Developer Extension Agreement Form – Proof of Engineer Payment
- ATTACHMENT E - Application for Latecomer's Reimbursement Agreement Form
- ATTACHMENT F - Certificate of Cost for Water District System Form
- ATTACHMENT G - Bill of Sale Form
- ATTACHMENT H - Agreement for Easement Form
- ATTACHMENT I - Limited Use Permit Form
- ATTACHMENT J - DEA Renewal Form
- ATTACHMENT K - DEA Assignment Form
- ATTACHMENT L - Probable Cost Estimate

APPENDIX

- APPENDIX 1 - General Water Provisions
- APPENDIX 2 - Water Standard Details and Notes
- APPENDIX 3 - Construction Provisions, Materials and Surface Restoration
- APPENDIX 4 - Developer Extension Checklist
- APPENDIX 5 - CAD To GIS Data Conversion – CAD Standards

KING COUNTY WATER DISTRICT NO. 90 DEVELOPER EXTENSION AGREEMENT (DEA)

Listed hereinabove are other "Documents," copies of which have been provided herewith, and which may be applicable to the performance of this Agreement. To the extent any such document applies, the parties hereto agree that the terms thereof are incorporated herein as though fully set forth, and may be enforced in the same manner and to the same extent as all other terms of this Agreement.

DEVELOPMENT NAME

DEVELOPER – Authorized Signature & Date

ADDITIONAL OWNER SIGNATURE

DEVELOPER – Printed Name

ADDITIONAL OWNER – Printed Name

Developer's Mailing Address

Developer's Phone Number

City, State Zip

DISTRICT – Authorized Signature & Date

DISTRICT – Printed Name & Title

Dated this _____ day of _____, 20_____

DISTRICT – Signature approving Application and Agreement

ACKNOWLEDGMENTS: We acknowledge receipt of the foregoing developer extension agreement and are fully aware of its terms, conditions, and requirements.

DEVELOPERS ENGINEER:

DEVELOPERS CONTRACTOR:

Engineer's Signature

Contractor Signature

Engineer - Print Name, Title & Date

Contractor- Print Name, Title & Date

**KING COUNTY WATER DISTRICT NO. 90
DEA – ATTACHMENT LISTING**

ATTACHMENTS

- A. Certificate of Insurance and Insurance Coverage Questionnaire
- B. Performance Bond
- C. Addendum to Developer Extension Agreement Form – Proof of Contractor Payment
- D. Second Addendum to Developer Extension Agreement Form – Proof of Engineer Payment
- E. Application for Latecomer's Reimbursement Agreement
- F. Certificate of Cost for Water Distribution System Form
- G. Bill of Sale Form
- H. Agreement for Easement Form
- I. Limited Use Permit Form
- J. DEA Renewal Form
- K. DEA Assignment Form
- L. Probable Cost Estimate

KING COUNTY WATER DISTRICT NO. 90
DEA ATTACHMENT A - CERTIFICATE OF INSURANCE

ACORDTM CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">WC STATU-TORY LIMITS</td> <td style="width: 40%;">OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
		OTHER												

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

CERTIFICATE HOLDER

CANCELLATION

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

KING COUNTY WATER DISTRICT NO. 90
DEA ATTACHMENT A - CERTIFICATE OF INSURANCE

IMPORTANT

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

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

DISCLAIMER

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

KING COUNTY WATER DISTRICT NO. 90
DEA ATTACHMENT A - CERTIFICATE OF INSURANCE

**NOTE: THIS QUESTIONNAIRE MUST BE COMPLETED AND ATTACHED TO
CERTIFICATE OF INSURANCE AND POLICY ENDORSEMENT.**

Insurance Coverage Questionnaire

For

(Name of Insured)

Project Number _____

Project Owner _____

Are the following coverages &/or conditions in effect?		
	Yes	No
The Policy form is ISO Commercial General Liability form CG 00 01 of CG 00 02 (circle one). If No, attach a copy of the policy with required coverages clearly identified.		
Products and Completed operations coverage		
Personal Injury Liability Coverage. (with employee exclusion deleted)		
Broad Form Property Damage with X, C, U Hazards included		
Blanket Contractual Liability coverage applying to this contract		
Employers Liability - Stop Gap		

Deductibles
or SIRs:

GL

AL _____ Excess _____

Insurer' Best Rating

GL

AL _____ Excess _____

This Questionnaire is issued as a matter of information. This questionnaire is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies indicated on the attached Certificate of Insurance. _____

Agency/Broker

Completed by (type)

Address _____

Completed by (Signature) _____

Name of Person to contact _____

Telephone Number _____

**KING COUNTY WATER DISTRICT NO. 90
DEA ATTACHMENT B - PERFORMANCE BOND**

Developer Extension Name _____ Bond No. _____

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, _____, the CONTRACTOR, herein referred to as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto King County Water District No. 90 of the State of Washington in the full sum of _____ dollars (\$ _____), Lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS of this obligation are such that, whereas, the Principal has entered into an agreement in writing with the OWNER, dated _____, 20____, for the installation of approximately _____ lineal feet of ____-inch Ductile Iron pipe and _____ as described in _____, according to the terms, conditions and covenants specified in the agreement including all of the contract documents therein referred to, which are hereby referred to and made a part hereof as fully and completely as though set forth in detail herein, and

WHEREAS, it is understood and made a part of the consideration for this obligation that the OWNER shall have the right to sue on this bond in its own name to recover for any loss, injury, damage or liability whatsoever sustained or incurred by it by reason of any breach of the contract documents, or of any provision in this bond, in the same manner and to the same extent as though this obligation ran directly to the OWNER.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform all of the provisions and fulfill all of the undertakings, covenants, terms, conditions and agreements of said Contract during the period of the original contract and any extensions thereof that may be granted by the OWNER, with or without notice to the surety; and during the life of any guaranty required under the contract; and shall also well and truly perform and fulfill all of the undertakings, covenants, terms and conditions and agreements of any and all duly authorized modifications of said Contract that may hereinafter be made; notice of which modifications to the surety being hereby waived; and furthermore shall pay all laborers, mechanics, and subcontractors and material men, and all persons who shall supply such person or persons and such Principal or subcontractors with provisions and supplies for the carrying on of such Work, shall indemnify and save harmless OWNER from all cost and damage by reason of the Principal's default or failure to do so, and shall pay the State of Washington sales and use taxes, and amounts due said State pursuant to Titles 50 and 51 of the Revised Code of Washington; and shall further indemnify the workmanship or materials entering into any part of the Work as defined in the agreement that shall develop or be discovered within one year after the final acceptance of such Work, then this obligation shall be null and void, otherwise to remain in full force and effect; provided, that the provisions of this bond shall not apply to any money loaned or advanced to the Principal or any subcontractor or other person in the performance of any such Work.

IT IS FURTHER DECLARED AND AGREED that nothing of any kind or nature whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law, rule of equity or usage relating to the liability of sureties to the contrary notwithstanding.

PERFORMANCE BOND

\\kcwd90\data\CompanyData\Engineering\Developer Extensions\AAA - DEA CONTRACTS\2019 DE Agreement Docs\7 B Performance Bond.doc

**KING COUNTY WATER DISTRICT NO. 90
DEA ATTACHMENT B - PERFORMANCE BOND**

Sealed and dated this ____ day of _____, 20__.

Principal

By: _____
(Print)

Signature: _____

Title: _____

Surety

By: _____
(Print)

Signature: _____

Title: _____

Address: _____

(END OF SECTION)

KING COUNTY WATER DISTRICT NO. 90
DEA ATTACHMENT C - ADDENDUM TO DEVELOPER EXTENSION AGREEMENT

PROOF OF CONTRACTOR PAYMENT
(TO BE COMPLETED WHEN CONSTRUCTION HAS BEEN COMPLETED)

CONTRACTOR'S NAME

PROJECT NAME

The undersigned CONTRACTOR does hereby certify and acknowledge that it has been fully paid and/or does fully release, transfer, assign and set over to KING COUNTY WATER DISTRICT NO. 90, all of its rights, title and interest in those certain improvements commonly referred to as:

ALL WATER MAINS, FIRE HYDRANTS AND APPURTENANCES IN THE

DEVELOPMENT.

The undersigned CONTRACTOR does hereby waive any claim, right or title to said improvements, and further does hereby bargain, sell, transfer and set over to KING COUNTY WATER DISTRICT NO. 90 any ownership rights it may have therein on consideration of the acceptance by KING COUNTY WATER DISTRICT NO. 90 of a Bill of Sale from the Developer described above.

DATED this _____ day of _____, 20_____.

Contractor's Signature: _____

Company Name: _____

STATE OF WASHINGTON)

)ss.

COUNTY OF KING)

I hereby verify that I know or have satisfactory evidence that before me, and said person acknowledged that ___ he ___ she signed this instrument and () acknowledged it to be the ___ his ___ her free and voluntary act for the uses and purposes mentioned in this instrument; or () on oath stated that ___ he ___ she is authorized to execute the instrument and acknowledged it as the _____ (title) of _____

to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

NOTARY PUBLIC in and for the State of Washington,

Residing at _____

My Commission Expires: _____

**KING COUNTY WATER DISTRICT NO. 90
DEA ATTACHMENT D – SECOND ADDENDUM TO DEVELOPER EXTENSION
AGREEMENT**

PROOF OF ENGINEER PAYMENT
(TO BE COMPLETED WHEN CONSTRUCTION HAS BEEN COMPLETED)

ENGINEER'S NAME

PROJECT NAME

The undersigned ENGINEER does hereby certify and acknowledge that it has been fully paid and/or does fully release, transfer, assign and set over to KING COUNTY WATER DISTRICT NO. 90, all of its rights, title and interest in those certain improvements commonly referred to as:

ALL WATER MAINS, FIRE HYDRANTS AND APPURTENANCES IN THE

DEVELOPMENT.

The undersigned ENGINEER does hereby waive any claim, right or title to said improvements, and further does hereby bargain, sell, transfer and set over to KING COUNTY WATER DISTRICT NO. 90 any ownership rights it may have therein on consideration of the acceptance by KING COUNTY WATER DISTRICT NO. 90 of a Bill of Sale from the Developer described above.

DATED this _____ day of _____, 20____.

Engineer's Signature: _____

Company Name: _____

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

I hereby verify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that ___he___ she signed this instrument and () acknowledges it to be the ___his___ her free and voluntary act for the uses and purposes mentioned in this instrument; or () on oath stated that ___he___ she is authorized to execute the _____ (title) of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

NOTARY PUBLIC in and for the State of Washington,

Residing at _____

My Commission Expires: _____

**KING COUNTY WATER DISTRICT NO. 90
DEA ATTACHMENT E - APPLICATION FOR LATECOMER'S
REIMBURSEMENT AGREEMENT FOR WATER FACILITIES**

The undersigned, _____
("Applicant"), hereby applies to _____

_____ ("District") for a Reimbursement Agreement pursuant to Resolution No. _____, or as
hereinafter amended, and pursuant to the Developer Extension Agreement executed by Applicant
and District on _____, 20____, ("Agreement").

**THIS APPLICATION MUST BE SUBMITTED TO DISTRICT PRIOR TO DISTRICT'S
ACCEPTANCE OF THE EXTENSION FACILITIES CONSTRUCTED PURSUANT TO
THE ABOVE-REFERENCED AGREEMENT.**

Name of Applicant: _____

Name of Project: _____

Description of Project or Project Portion for which reimbursement is requested:

List County Tax Identification Numbers for the Properties for which reimbursement is requested:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

APPLICANT:

Date: _____

Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Email: _____

KING COUNTY WATER DISTRICT NO. 90
DEA ATTACHMENT F - CERTIFICATE OF COST FOR WATER DISTRIBUTION SYSTEM

DEVELOPMENT NAME _____ DEVELOPER _____

<u>Item</u>	<u>Size/Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
1.	Pipe w/Polywrap	LF	\$ _____	\$ _____
2.	Pipe w/Polywrap	LF	\$ _____	\$ _____
3.	Pipe w/Polywrap	LF	\$ _____	\$ _____
4.	Pipe w/Polywrap	LF	\$ _____	\$ _____
5.	1" Copper Service Pipe	LF	\$ _____	\$ _____
6.	Single Service	Ea.	\$ _____	\$ _____
7.	Gate Valve and Box	Ea.	\$ _____	\$ _____
8.	Gate Valve and Box	Ea.	\$ _____	\$ _____
9.	Gate Valve and Box	Ea.	\$ _____	\$ _____
10.	Fire Hydrant Assembly	Ea.	\$ _____	\$ _____
11.	Air and Vacuum Release Valve Assembly	Ea.	\$ _____	\$ _____
12.	2" Blow-Off Assembly	Ea.	\$ _____	\$ _____
13.	Ductile Iron Fittings	Lbs.	\$ _____	\$ _____
14.	Paving Restoration	LS	\$ _____	\$ _____
	Subtotal			\$ _____
	Sales Tax, _____ %			\$ _____
	TOTAL CONSTRUCTION COST			\$ _____
16.	Water Design Cost			\$ _____
17.	Water Staking Cost			\$ _____
18.	Water Inspection Cost			\$ _____
19.	Other (Identify and Attach)			\$ _____
	*TOTAL PROJECT COST			\$ _____

*Attach all supporting documents, invoices, etc.

 Certified by Developer – Sign and Print Name

 Date

**KING COUNTY WATER DISTRICT NO. 90
DEA ATTACHMENT G – BILL OF SALE FORM**

WHEN RECORDED RETURN TO:
Law Office of Hanis, Irvine and Prothero, PLLC
6703 S 234th Street, #300
Kent WA 98032

BILL OF SALE

Reference # (if applicable) _____
Grantor(s)

Grantee(s) **King County Water District No. 90**

Legal Description:

Assessor's Tax Parcel ID#:

KNOW ALL MEN BY THESE PRESENTS: That,

_____, referred to as the party of the first part, for and in consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION (\$10.00), receipt of which is hereby acknowledged, does by these presents grant, bargain, sell, and deliver unto the said party of the second part, **KING COUNTY WATER DISTRICT NO. 90, a Washington municipal corporation**, the following described property located in King County, State of Washington, to wit:

TO HAVE AND TO HOLD the same to the said party of the second part, its heirs, executors, administrators and assigns forever. And the said party of the first part, for ____ heirs, executors, and administrators, covenants and agrees to and with the said party of the second part, its executors, administrators and assigns, that said party of the first part is the owner of the said property, goods and chattel, and has good right and full authority to sell the same, and that ____ will warrant and defend the sale hereby made unto the said party of the second part, its executors, administrators and assigns, against all and every person or persons, whomsoever, lawfully claiming or to claim the same.

**KING COUNTY WATER DISTRICT NO. 90
DEA ATTACHMENT G – BILL OF SALE FORM**

IN WITNESS WHEREOF, the said party of the first part have hereunto set ____ hand and official seal this ____ day of _____, 20__.

STATE OF WASHINGTON)

)ss.

COUNTY OF KING)

On this day personally appeared before me, a Notary Public in and for the State of Washington, _____, to me known to be the individual(s) described in and who acknowledged to me that _____ executed the within and foregoing instrument as _____ free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 20__.

NOTARY PUBLIC in and for the State of
Washington, residing at _____.

**KING COUNTY WATER DISTRICT NO. 90
DEA ATTACHMENT H – AGREEMENT FOR EASEMENT FORM**

Filed for Record at the request of:
KING COUNTY WATER DISTRICT NO. 90
15606 S.E. 128TH STREET
RENTON, WASHINGTON 98059

Easement No.: **

Project: **

Tax Parcel ID#: **

Abbrev. Legal **

Grantor(s): **

**

**

Grantee: KING COUNTY WATER DISTRICT NO. 90

AGREEMENT FOR EASEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, by and between **KING COUNTY WATER DISTRICT NO. 90**, a municipal corporation of King County, Washington, hereinafter termed the "District" and **[property owner names], hereinafter termed "Grantor",

WHEREAS, Grantor is the owner of land at approximately **[street address or location general description], Washington, legally described as follows:

The plat of ** as recorded in Volume _____, of Plats, pages _____ through _____, records of King County, Washington.

KING COUNTY WATER DISTRICT NO. 90
DEA ATTACHMENT H – AGREEMENT FOR EASEMENT FORM

Easement No. **

WHEREAS, the District requires an easement for water main and appurtenances across Grantor's property at a location more specifically described herein below; and

WHEREAS, Grantor has title to said real property and is authorized to grant and convey this easement to the District.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, and in consideration of the performance by the District of the covenants, terms and conditions hereinafter set forth, Grantor hereby grants, conveys and quitclaims to the District the following easement:

That portion of the above-described real property further described as follows:

**[easement legal description]

TOGETHER WITH the exterior 10.00 feet parallel with and adjoining the street frontage of all lots and tracts, all within said plat of **.

The Grantor warrants that their title is free and clear of all encumbrances except:

(These blanks should be either filled in and initialed by the Grantor or x'd out completely)

If the property of the Grantors at the time of granting this easement is unplatted but is platted prior to the recording of this document, then the Grantors do hereby authorize the District to add to this agreement the designation (volume and page, etc.) of such plat.

1. DISTRICT'S USE OF PROPERTY. Said easement is for the purpose of installing, constructing, operating, inspecting, maintaining, removing, repairing, replacing and using gravity and pressure sanitary sewer mains, manholes and/or water lines and appurtenances thereto including all valves and fire hydrants (the "facilities"), together with the nonexclusive right of ingress to and egress from said portion of Grantor's property for the foregoing purposes.

2. USE OF PROPERTY BY GRANTOR. Grantor shall retain the right to use the surface of the easement if such use does not interfere with installation or maintenance of the facilities. Grantor shall not erect buildings or structures; shall not

KING COUNTY WATER DISTRICT NO. 90
DEA ATTACHMENT H – AGREEMENT FOR EASEMENT FORM

Easement No. **

install any other improvements including trees, large shrubbery, or fences; and shall not change surface grades, except as approved in advance by the District, in any manner which would unreasonably interfere with ingress, egress and access by the District for installation and/or normal maintenance of the facilities. Such buildings, structures or improvements will be deemed an encroachment upon the District's rights, and Grantor shall be obligated to remove such encroachments at Grantor's expense. Further, the provisions of Paragraph 4 hereof as to restoration shall not apply to any such encroachments in the easement area. Provided, however, that fences may be constructed which provide gate or other access approved in advance by the District.

3. **RESTORATION AFTER ORIGINAL CONSTRUCTION.** For original construction, Grantor's property will be restored to a condition as good as or better than it was prior to the entry by the District. Where possible, photographs will be taken prior to construction to assure the completeness of restoration. Final restoration shall include, as appropriate, sod replacement in existing lawns, hydroseeding in unimproved areas, and replanting or replacement of existing shrubs and bushes, where such will not unreasonably interfere with the District's use of the easement. Fences, rockeries, and concrete, asphalt and/or gravel driveways which do not unreasonably interfere with the District's use of the easement will be repaired or replaced. Large trees that exist within the easement area may be permanently removed during original construction unless otherwise noted in this easement document.

4. **RESTORATION AFTER MAINTENANCE.** If Grantor's property is disturbed by the maintenance, removal, repair, or replacement of the facilities, the District shall restore the easement area to a condition as good as or better than it was prior to entry for such purpose by the District.

5. **ATTORNEY'S FEES.** In case suit or action is commenced by either party, or their successors and/or assigns, to enforce any rights under this easement, or regarding an encroachment on the easement, in addition to costs provided by statute, the substantially prevailing party shall be entitled to an award of attorney's fees in such sum as the Court may adjudge just and reasonable.

6. **EASEMENT TO BIND SUCCESSORS.** This easement is permanent and shall terminate only upon agreement of the parties hereto, their successors and/or assigns. This easement, during its existence, shall be a covenant running with the land and shall be binding on the successors, heirs and assigns of the parties hereto.

7. **EXEMPTION FROM EXCISE TAX.** The District is a municipal corporation with powers of eminent domain. This easement is granted for a public purpose. The

KING COUNTY WATER DISTRICT NO. 90
DEA ATTACHMENT H – AGREEMENT FOR EASEMENT FORM

Easement No. **

District shall hold Grantor harmless from the imposition or payment of any excise tax based upon the conveyance of this easement.

8. INDEMNIFICATION AND HOLD HARMLESS. The District will indemnify, defend and hold harmless Grantor, and its successors and assigns, from claims for injury to person or property as a result of the negligence of Grantee, its agents and employees in the construction, operation or maintenance of the Facilities.

The easement, during its existence, shall be a covenant running with the land and shall be binding on the successors, heirs, and assigns of both of the parties hereto.

**KING COUNTY WATER DISTRICT NO. 90
DEA ATTACHMENT H – AGREEMENT FOR EASEMENT FORM**

IN WITNESS WHEREOF, I/we have set my/our hand(s) and seal(s) this _____ day of _____, 20**.

**grantor

**grantor

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this _____ day of _____, 20**, before me personally appeared _____ (and) _____, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Grantors, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year above written.

NOTARY PUBLIC in and for the State of Washington
Residing at: _____
My commission expires: _____

**KING COUNTY WATER DISTRICT NO. 90
DEA ATTACHMENT H – AGREEMENT FOR EASEMENT FORM**

IN WITNESS WHEREOF, I/we have set my/our hand(s) and seal(s) this _____ day of _____, 20**

** (Corporation Name, if applicable)

President

Secretary

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this _____ day of _____, 20**, before me personally appeared _____ (and) _____, to me known to be the President and Secretary, respectively, of _____ the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year above written.

NOTARY PUBLIC in and for the State of Washington

Residing at: _____

My commission expires: _____

**KING COUNTY WATER DISTRICT NO. 90
DEA ATTACHMENT H – AGREEMENT FOR EASEMENT FORM**

IN WITNESS WHEREOF, I/we have set my/our hand(s) and seal(s) this _____ day of _____, 20**.

*Company Name (LLC) _____

Member

Member

STATE OF WASHINGTON)

COUNTY OF KING) ss.

On this ____ day of _____, 20**, before me personally appeared (and) _____, to me known to be the Manager and/or Member(s), respectively, of _____, LLC, A Washington Limited Liability Company, the Company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year above written.

NOTARY PUBLIC in and for the State of Washington

Residing at: _____

My commission expires: _____

**KING COUNTY WATER DISTRICT NO. 90
DEA ATTACHMENT I – LIMITED USE PERMIT**

KING COUNTY WATER
DISTRICT NO. 90'S Permit
For Limited Use of Real
Property For Temporary
Construction

Permit No.:

Project:

THIS LIMITED USE PERMIT made this _____ day of _____, 20____, by and between **** ("Grantor" herein) and KING COUNTY WATER DISTRICT NO. 90, a Washington municipal corporation (the "District" herein).

Grantor hereby grants permission to the District to use the following described real property (the "Property" herein) situated in King County, Washington:

PARCEL DESCRIPTION:

*

PERMIT DESCRIPTION:

That portion of the above-described parcel further described as follows:

*

1. **TERM.** Unless otherwise terminated pursuant to the terms hereof, the term of this permit is *** days beginning on the day the Contractor enters the site for construction.
2. **GRANTEES' USE OF PROPERTY.** District's use of the property shall be for excavation and construction of water main line(s) and for the inspection thereof.
3. **GRANTOR'S USE OF PROPERTY.** During the term of this Limited Use Permit, Grantor shall not use the subject property for any purpose unless such use is approved in advance by Grantees in writing.
4. **RESTORATION.** Upon termination of this permit, the District will restore the surface of the property to a condition as good as or better than it was prior to entry by the District. The District will exercise its best efforts not to damage any private improvements on the property, but if it does so, it shall repair and/or replace said improvements.
5. **ATTORNEY'S FEES.** In case suit or action is commenced by either party, or their successors, heirs or assigns, regarding an encroachment on the easement, in addition to costs provided by statute, the substantially prevailing party shall be entitled to an award of attorney fees in such sum as the Court may adjudge reasonable.

**KING COUNTY WATER DISTRICT NO. 90
DEA ATTACHMENT I – LIMITED USE PERMIT**

EXECUTED as of the date first above written.

GRANTOR

GRANTOR

STATE OF WASHINGTON)

COUNTY OF KING) ss.

On this _____ day of _____, 20____, before me personally
appeared _____ and _____
to me known to be the individuals described in and who executed the within and
foregoing instrument, and acknowledged said instrument to be the free and voluntary act
and deed of said Grantors, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year above written.

NOTARY PUBLIC in and for the State of Washington

Residing at: _____

My commission expires: _____

Accepted By:

MANAGER - WATER DISTRICT 90

**KING COUNTY WATER DISTRICT NO. 90
DEA ATTACHMENT I – LIMITED USE PERMIT**

EXECUTED as of the date first above written.

** (Corporation Name)

GRANTOR

GRANTOR

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this _____ day of _____, 20____, before me personally appeared _____ and _____ to me known to be the President and Secretary, respectively, of _____ the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year above written.

NOTARY PUBLIC in and for the State of Washington
Residing at: _____
My commission expires: _____

Accepted By:

MANAGER - WATER DISTRICT 90

**KING COUNTY WATER DISTRICT NO. 90
DEA ATTACHMENT I – LIMITED USE PERMIT**

(INSERT PLAN VIEW DRAWING OF PERMIT)

PROJECT NAME:
PERMIT NO.:

**DEVELOPER EXTENSION AGREEMENT RENEWAL TO ALLOW CONSTRUCTION
OF EXTENSION TO WATER SYSTEM FACILITIES**
(To Be Completed by Developer)

**KING COUNTY WATER DISTRICT NO. 90
DEA ATTACHMENT J - DEA RENEWAL FORM**

Developer's Engineer: _____ License #: _____

Engineer's Mailing Address: _____

Engineer's Phone #: _____ Fax #: _____

Contact Name: _____ Email: _____

Contractor: _____ Registration #: _____

Contractor's Mailing Address: _____

Contractor's Phone #: _____ Fax #: _____

Contact Name: _____ Email: _____

RENEWAL OF DEVELOPER EXTENSION AGREEMENT SIGNATURE PAGE:

NAME OF PROJECT: _____

DEVELOPER – Authorized Signature & Date

ADDITIONAL OWNER SIGNATURE

DEVELOPER – Printed Name

ADDITIONAL OWNER – Printed Name

Developer's Mailing Address

City, State Zip

District Signature – Approving Contract

Developer's Phone Number

District Name, Title & Date

Dated this _____ day of _____, 20_____

DISTRICT – Signature approving Application and Agreement

**DEVELOPER EXTENSION AGREEMENT RENEWAL TO ALLOW CONSTRUCTION
OF EXTENSION TO WATER SYSTEM FACILITIES**
(To Be Completed by Developer)

**KING COUNTY WATER DISTRICT NO. 90
DEA ATTACHMENT J - DEA RENEWAL FORM**

Developer's Engineer: _____ License #: _____

Engineer's Mailing Address: _____

Engineer's Phone #: _____ Fax #: _____

Contact Name: _____ Email: _____

Contractor: _____ Registration #: _____

Contractor's Mailing Address: _____

Contractor's Phone #: _____ Fax #: _____

Contact Name: _____ Email: _____

RENEWAL OF DEVELOPER EXTENSION AGREEMENT SIGNATURE PAGE:

NAME OF PROJECT: _____

DEVELOPER – Authorized Signature & Date

ADDITIONAL OWNER SIGNATURE

DEVELOPER – Printed Name

ADDITIONAL OWNER – Printed Name

Developer's Mailing Address

City, State Zip

District Signature – Approving Contract

Developer's Phone Number

District Name, Title & Date

Dated this _____ day of _____, 20_____

DISTRICT – Signature approving Application and Agreement

**KING COUNTY WATER DISTRICT NO. 90
DEA ATTACHMENT K – ASSIGNMENT OF DEA**

ASSIGNMENT OF DEVELOPER EXTENSION AGREEMENT

FOR VALUE RECEIVED, the undersigned, _____, a Washington corporation, (hereinafter "Assignor") hereby assigns that certain Developer Extension Agreement dated _____, by and between _____, therein referred to as "Developer" and KING COUNTY WATER DISTRICT NO. 90, a Washington Municipal corporation, herein referred to as "District", concerning _____, located 100 block of Lyons Ave NE, on the Eastside of Lyons, Renton, Washington, and all right, title and interest in and to and under said Developer Extension Agreement, to _____, a Washington corporation, (hereinafter "Assignee"), and in consideration of the consent of this assignment by the District, the said Assignor hereby guarantees the performance of the said Assignee of all covenants, conditions, stipulations, and agreements contained in said Developer Extension Agreement, to be performed by the Assignor hereunder, and this Assignment shall not work to extinguish the liability of the Assignor therein. Assignor further acknowledges and agrees that all fees and costs associated with said Developer Extension Agreement which have been incurred by the Assignor prior to the effective date of this Assignment have been paid in full or this Assignment will be without force and effect.

AND in consideration of this assignment and of the consent of the District, the said Assignee hereby assumes and agrees to make all payments required under said Developer Extension Agreement, and to do and perform and be bound by all covenants, conditions, terms, stipulations, and agreements in said Developer Extension Agreement contained and now binding upon said Assignee.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

By: _____
Signature

**Title
(Assignor)**

By: _____
Signature

**Title
(Assignee)**

**KING COUNTY WATER DISTRICT NO. 90
DEA ATTACHMENT K – ASSIGNMENT OF DEA**

CONSENT TO ASSIGNMENT

The undersigned, District, hereinabove named, consent to the assignment of the subject Developer Extension Agreement unto _____, upon the express conditions contained in said assignment; and no further assignment of said Developer Extension Agreement, or any part thereof, shall be made without the express written consent of the District first had and obtained.

DATED this _____ day of _____, 20__.

**KING COUNTY WATER DISTRICT
NO. 90**

By: _____

STATE OF WASHINGTON)

COUNTY OF KING) ss.

I, _____, A Notary Public in and for the State of Washington, do hereby certify that on the _____ day of _____, 20__, personally appeared before me, _____ to me known to be the President of _____, and acknowledged to me that he is authorized to execute the same for and on behalf of the company described in and who executed the within instrument and acknowledged that he signed the same as the free and voluntary act and deed of said company, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ____ day of _____, 20__.

NOTARY PUBLIC in and for the State
of Washington, residing at _____.
My Commission Expires:_____

**KING COUNTY WATER DISTRICT NO. 90
DEA ATTACHMENT K – ASSIGNMENT OF DEA**

STATE OF WASHINGTON)

)ss.

COUNTY OF KING)

I, _____, A Notary Public in and for the State of Washington, do hereby certify that on the ____ day of _____, 20__, personally appeared before me, _____, to me known to be the President of _____, and acknowledged to me that he is authorized to execute the same for and on behalf of the company described in and who executed the within instrument and acknowledged that he signed the same as the free and voluntary act and deed of said company, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ____ day of _____, 20__.

NOTARY PUBLIC in and for the State
of Washington, residing at _____.
My Commission Expires: _____

STATE OF WASHINGTON)

)ss.

COUNTY OF KING)

I, _____, a Notary Public in and for the State of Washington, do hereby certify that on the ____ day of _____, 20__, personally appeared before me, _____, and _____, to me known to be Commissioners of King County Water District No. 90, a Washington Municipal Corporation, described in, and who acknowledged to me that they are authorized to execute the said instrument for and on behalf of said corporation, and who, upon oath, acknowledged the said instrument as the free and voluntary act of said corporation, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ____ day of _____, 20__.

NOTARY PUBLIC in and for the State
of Washington, residing at _____.
My Commission Expires: _____

**KING COUNTY WATER DISTRICT NO. 90
DEA ATTACHMENT L – PROBABLE COST ESTIMATE**

SAMPLE TREE DE

ESTIMATED CHARGES AND DEPOSITS FOR PROJECT ENGINEERING SERVICES:

Items	District	Optional
PRELIMINARY REVIEW (Include pre-design meetings, plan review, research, and miscellaneous coordination)	\$2,000	\$2,000
ENGINEERING FEE (1)		
Project Management	\$ 2,600.00	\$ 2,600.00
Engineering Fee (2)	\$ 18,100.00	\$ 15,100.00
Sub Total	\$22,700	\$ 19,700.00
District Administrative Costs	20% \$ 4,540.00	\$ 3,940.00
Engineering Services Total	\$ 27,240.00	\$ 23,640.00
INSPECTION		
Water Main Inspection	\$ 3,000.00	\$ 3,000.00
DEPOSIT		
Initial Deposit with Application	\$ 5,000.00	\$ 5,000.00
Deposit Total	\$ 5,000.00	\$ 5,000.00
TOTAL ESTIMATED FEES	\$ 27,240.00	\$ 23,640.00
Credit - Initial Deposit with Application	\$ 5,000.00	\$ 5,000.00
ESTIMATED AMOUNT REMAINING:	\$ 22,240.00	\$ 18,640.00

NOTES:

- (1) Estimated charges are based on comparable projects
- (2) Engineering Fee (District) includes: water plans design, construction admin, record drawings, hydraulic model update, and analysis.
Engineering Fee (Optional) includes: plan review, construction admin, record drawings, hydraulic model update, and analysis.
- (4) Does not include Developer's Engineer design fees
- (5) Deposit includes 3% Maintenance Guarantee (minimum of \$1500.00) for three years after the completion of the project.

KING COUNTY WATER DISTRICT No. 90
APPENDIX 1
GENERAL WATER PROVISIONS

DEFINITIONS

- (a) “**Contractor**” means the person or firms employed by a Developer to do any part of the Work, all of whom shall be considered agents of the Developer.
- (b) “**Design**” means the preparation of the Plans & Specifications for the extension to the District’s water distribution system.
- (c) “**Developer**” means the owner or owners of property to be benefited by the proposed extension, including the Developer’s agents.
- (d) “**Developer Engineer**” means the engineering firm, and that firm’s representatives, which may be retained by the Developer at its option, to design and prepare the Plans for the Work to be performed under this agreement in accordance with District specifications.
- (e) “**Developer Extension Improvements,**” “**Improvement**” or “**Work**” means the water improvements referenced in the application to construct extensions to the District’s utility systems contained in a Developer Extension Agreement or a District Public Works Project.
- (f) “**District**” means King County Water District No. 90, its Board of Commissioners and authorized representatives.
- (g) “**District Engineer**” means the engineering firm, and that firm’s representatives, which may be retained by the District Board of Commissioners to act as the Engineer for the Work to be performed under this agreement.
- (h) “**Plans**” means drawings, including reproductions thereof, of the work to be done as an extension to the District’s water distribution collection system, prepared or approved by the District’s Engineers, and approved by the District Board of Commissioners.
- (i) “**Specifications**” means the written directions, provisions, standards and requirements established by the District and as approved by the District Board of Commissioners for the performance of the Work and for the quantity and quality of materials.

KING COUNTY WATER DISTRICT No. 90
APPENDIX 1
GENERAL WATER PROVISIONS

PURPOSE

King County Water District No. 90, as a municipal corporation, has a responsibility to the public to insure that water 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 systems. Privately constructed extensions will not be permitted thereto unless the work is performed and paid for in accordance with these standards.

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.

AUTHORITY OF DISTRICT

The District shall have authority to approve, reject or require changes in Plans prepared by the Design Engineer. The District shall also have authority to require such changes in the Plans, as the District may deem necessary. The same shall be necessary to insure safety and compliance with the approved Plans and Specifications. The District shall have authority to reject work and materials that do not conform and to decide questions which may arise in the execution of the work. The failure of the District to reject or disapprove any part of the work or materials shall not be deemed an acceptance of any such a part of the work or materials.

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 should be necessary, the Developer shall, on request, reimburse the District for any and all 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 two years after acceptance of the same.

PROTECTION OF WORK AND PROPERTY

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

KING COUNTY WATER DISTRICT No. 90
APPENDIX 1
GENERAL WATER PROVISIONS

ROYALTIES AND PATENTS

Developer shall pay all royalties and license fees and defend all suits or claims for infringement of any patent rights and shall save 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 the 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.

CONTRACTORS

At least five (5) days prior to the start of work, the Developer shall notify the District in writing of the name of the contractor(s) and any subcontractor(s) proposed to do the work and shall not utilize any contractor and/or subcontractor 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 retained by the Developer to do the work.

NO DISCRIMINATION IN EMPLOYMENT

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

LIENS

Prior to acceptance of the work, the Developer shall deliver to the District a written release in a form acceptable to the District 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 and expenses related to the lien, including attorney's fees and costs incurred on account thereof.

FINES

The Developer will be charged a tampering fee for unauthorized use of water in accordance with Resolution 781 effective as of 1/1/03. The fees for water theft or tampering are as follows:

Tampering Fee – Non Hydrant* \$100.00 1st / \$250.00 2nd / \$500.00 3rd
Occurrence.

Tampering Fee – Hydrant* \$300.00 1st / \$600.00 2nd / \$900.00 3rd
Occurrence.

* In lieu of civil proceedings

KING COUNTY WATER DISTRICT No. 90
APPENDIX 1
GENERAL WATER PROVISIONS

An occurrence is based on each point of tampering or unauthorized use of water.

Example; a developer has five lots and uses water from three services before the meters are installed. The developer would receive a fine of \$100.00 for each of the services or total of \$300.00. The same developer again uses water from one of the three services that received a \$100.00 fine and another that has not been used. The developer is fined \$250.00 for the second occurrence and \$100.00 for the new first occurrence at total of \$350.00 and so on.

SAFETY

The Developer and Developer's Contractor shall 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 District's review of the work shall not and does not include review of the adequacy of the Contractor's safety measures in, on, or near the construction site.

KING COUNTY WATER DISTRICT NO. 90
APPENDIX 2
WATER STANDARD DETAILS

DWG. NO.	DETAIL TITLE
1-1	HORIZONTAL CONCRETE BLOCKING
1-2	VERTICAL CONCRETE BLOCKING
1-3	PIPE CLAMP AND ANCHOR RODS FOR CONCRETE BLOCKING
2	SERVICE SADDLE, CORP STOP AND SERVICE LINE TYPICAL ROADWAY SECTION
3	TYPICAL SERVICE DETAIL SINGLE SERVICE
4	FIRE HYDRANT ASSEMBLY
5	DELETED (06-13-02)
6	DELETED (06-13-02)
7	MARKER POST
8	2" BLOW OFF ASSEMBLY (IN PAVING)
9	2" BLOW OFF ASSEMBLY (OFF PAVING)
10-1	4" BLOW OFF ASSEMBLY FOR 8" AND LARGER MAINS (IN PAVING)
10-2	4" BLOW OFF ASSEMBLY FOR 8" OR LARGER MANS FOR FUTURE EXTENSION (IN PAVING)
11-1	4" BLOW OFF ASSEMBLY FOR 8" AND LARGER MAINS (OFF PAVING)
11-2	4" BLOW OFF ASSEMBLY FOR 8" AND LARGER MAINS FOR FUTURE EXTENSION (OFF PAVING)
12	SACK SLOPE RETAINER
13	STEEL SLOPE RETAINER
14	CONCRETE PIPE ANCHOR
15-1	3", 4" AND 6" METERS
15-2	3", 4", AND 6" METERS MATERIAL LIST AND GENERAL NOTES
16-1	SAMPLE 6" PRV STATION
16-2	SAMPLE 6" PRV MATERIALS
17	PIPE ANCHOR
18	2" AIR/VAC VALVE ASSEMBLY FOR 12" & SMALLER MAINS

KING COUNTY WATER DISTRICT NO. 90
APPENDIX 2
WATER STANDARD DETAILS

DWG. NO.	DETAIL TITLE
19	DELETED (03-23-07)
20-1	DOUBLE DETECTOR CHECK VALVE BACKFLOW PREVENTION ASSEMBLY
20-2	DOUBLE DETECTOR CHECK VALVE BACKFLOW PREVENTION ASSEMBLY
21	WATER SERVICE CONNECTION 1 1/2 INCH AND LARGER
22	1 1/2" AND 2" METER SETTERS
23	DELETED (06-25-02)
24	CROSS CONNECTION CONTROL-DCVA
25	DELETED
26	DELETED
27	DELETED
28	METER BOX LOCATION
29	DELETED (07-09-02)
30	PIPE CASING
31	A/C WATER MAIN REPLACEMENT @ SANITARY SEWER CROSSING
32	CROSS CONNECTION CONTROL-RPBA
32-1	CROSS CONNECTION CONTROL –POINT OF USE RPBA
33-1	TYPICAL TRENCH – CITY OF RENTON
33-2	TYPICAL TRENCH – KING COUNTY
34	FIRE/DOMESTIC CONNECTION
35	INDIVIDUAL PRESSURE REDUCING VALVE
36	VALVE OPERATION NUT EXTENSION
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KING COUNTY WATER DISTRICT NO. 90
APPENDIX 3
CONSTRUCTION PROVISIONS, MATERIALS
AND SURFACE RESTORATION

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KING COUNTY WATER DISTRICT NO. 90
APPENDIX 3
CONSTRUCTION PROVISIONS, MATERIALS
AND SURFACE RESTORATION

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KING COUNTY WATER DISTRICT NO. 90
APPENDIX 3
CONSTRUCTION PROVISIONS, MATERIALS
AND SURFACE RESTORATION

CONSTRUCTION PROVISIONS

1. Standard Specifications

The project is to be built and constructed in accordance with the current edition of the "Standard Specifications for Road, Bridge, and Municipal Construction," prepared jointly by the Washington State Department of Transportation and the Washington State Chapter of the American Public Works Association as amended regularly by the Washington State Department of Transportation, and hereinafter referred to as the "Standard Specifications," except where herein supplemented or modified in these documents. Improvements in King County right-of-way shall also conform to the latest revision of the King County Road Standards. Improvements in the City of Renton shall conform to the latest revision of the City of Renton Road Standards. In cases of conflict, the following supplements and modifications supersede the Standard Specifications.

2. 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 (MUTCD). All flaggers shall be certified and carry in their possession a card that verifies they have successfully completed training to become a certified flogger. Traffic maintenance and protection shall be per the Road Agency standards, issued permits, and Washington State law.

3. Confinement of Contractor's Operations

The Contractor shall confine construction activities within the property of the developer and the limits of easements and construction/right-of-way 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. Any damage to property or persons from any encroachment beyond these limits shall be the responsibility of the contractor/developer. Equipment and materials storage shall be confined to the developer's property or property where owner(s) have granted permission to store materials. Pipe strung on public rights-of-way, if allowed by the road agency, 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.

KING COUNTY WATER DISTRICT NO. 90
APPENDIX 3
CONSTRUCTION PROVISIONS, MATERIALS
AND SURFACE RESTORATION

4. Plans and Specifications Accessible

The Developer/Contractor shall have one copy of the District approved plans and specifications constantly accessible on the job. Contractor shall also have a copy of the current WSDOT Standard Specifications and any other materials referenced in the Drawings on site.

5. Trench Excavation, Foundation, Pipe Bedding, and Backfill

The Contractor shall excavate all materials encountered to the depth shown on the drawings as specified, or as directed by the Engineer.

The trench shall be over-excavated 4-inches below the specified grade. The Contractor shall then furnish and place a layer of pipe bedding material per Section 7-08.3(1) of the Standard Specifications. After the pipe is in place, additional bedding material shall be placed and tamped in place around the pipe up to a point above the crown of the pipe as follows:

Water Main 4-Inches or Larger: A minimum of 12 inches above the crown of the pipe. Pipe bedding shall be Crushed Surfacing Top Course

Water Pipe and Services 3-inches or Smaller: A minimum of 6 inches above the crown of the pipe. Pipe bedding shall be 5/8"- crushed surfacing or sand.

Where the trench bottom is in a soil material that is unsuitable for foundation, or material that will make it difficult to obtain uniform bearing for the pipe, such material shall be removed and a stable foundation provided in accordance with Paragraph 7-09.3(8) of the Standard Specifications.

Unless otherwise stipulated in the permits and conditions of the governing agency, trench backfill above the zone of pipe bedding shall be as follows:

In King County right-of-way areas: Both parallel and transverse trenches must meet 95% of maximum density compaction per modified proctor test as described in section 2-03.3(14)D of WSDOT/APWA standard specifications. Trench parallel to road alignment shall be backfilled with suitable native material or imported gravel borrow meeting the requirements of section 9-03.14(1) of the WSDOT/APWA standard specifications for gravel borrow. Trench transverse to road alignment shall be backfilled entirely with 1 1/4" minus crushed surfacing base course meeting the requirement of section 9-03.9(3) of WSDOT/APWA standard specifications.

KING COUNTY WATER DISTRICT NO. 90
APPENDIX 3
CONSTRUCTION PROVISIONS, MATERIALS
AND SURFACE RESTORATION

In City of Renton right-of-way areas: Trenches shall be backfilled with approved imported backfill mechanically compacted to 95% maximum density per modified proctor test. Trench transverse to the right-of-way shall be backfilled with 100% 1 1/4" minus crushed surfacing base course.

6. Cover over Pipelines

Mains shall be installed with a minimum depth of cover of 36-inches for 8-inch diameter and smaller mains and 48-inches for mains over 8-inches in diameter. Exceptions will be allowed only with the prior approval of the Engineer.

7. Separation of Pipelines

Minimum separation between water mains and sanitary sewers;

Vertical: 18-inches; if less than 18 inches then a casing pipe is required or other approved measures

Horizontal: 10 feet

Minimum vertical separation between water mains and all other utilities and other water mains shall be 12-inch. This may be reduced to 6-inches with a foam pad.

Minimum horizontal separation in the City of Renton between water mains and all other utilities shall be 5 feet. Horizontal separation in other jurisdiction shall follow DOH requirements.

8. Water Meter Locations

Water services shall be located at least 5-feet from power vaults, hand holes, and/or light standards and normally within the public right-of-way. If located on private property an easement to the District is required.

9. Connection to Existing Water Mains

Contractor shall leave existing water lines in service until acceptance of the new water lines.

The Contractor shall notify the Water District and other utilities at least 48-hours (two working days) in advance of any construction and make the necessary arrangements with the Water District Operations Manager for the connection to the existing water main. The Contractor shall not operate any gate valve of the water system before or during construction without prior approval of the Water District

KING COUNTY WATER DISTRICT NO. 90
APPENDIX 3
CONSTRUCTION PROVISIONS, MATERIALS
AND SURFACE RESTORATION

The Water District Operations Manager may elect to furnish the material, equipment, and labor necessary for making the connection and the Contractor shall pay the Water District all costs for the connection. In the event the Water District does not elect to make the connection, he may authorize the Contractor to furnish the materials, equipment, and labor necessary for making the connection under the supervision of the Water District.

Work shall not be started until all of the materials, equipment, and labor necessary to properly complete the work are assembled on the site. Once the work has started on a connection, it shall proceed continuously without interruption and as rapidly as possible until completed.

Existing mains shall be thoroughly cleaned prior to connections. Steel mains shall have exterior coatings removed prior to gasket installation. Upon completion, all exposed metal surfaces shall be recoated with Versil-Pak, Grade 3 protective wrapping, or approved equivalent for corrosion protection.

10. Blocking

All fittings are to be blocked with poured concrete against undisturbed soil with sufficient concrete and 3/4-inch anchor rods, if required, to resist the resultant forces. Blocking shall provide for removal of any connection to the fitting without damage to the fitting. Where unfavorable ground conditions are encountered, special blocking will be required as directed by the Engineer in the field. When digging near fittings of existing pipelines, temporary blocking shall be installed to prevent blowouts. Install plastic sheeting between the fitting and block. See Standard Detail 1-1 and 1-2 for thrust blocking requirements.

The use of manufactured concrete anchors is acceptable if application is approved by the District.

11. Water Supply

Water supply for filling, testing, and flushing of the new mains will be available from the existing distribution system; however, the Contractor will be billed by the Water District for the water used at the current bulk water rate per 100 cubic feet. Fire hydrant meter and double check valve for filling and flushing the main shall be rented from the District office.

KING COUNTY WATER DISTRICT NO. 90
APPENDIX 3
CONSTRUCTION PROVISIONS, MATERIALS
AND SURFACE RESTORATION

12. Water Works Testing, Flushing, and De-chlorination

Testing of lines shall be in accordance with Section 7 of the Standard Specifications. Minimum test pressure shall be 250 psi at 15-minutes with no bleed off allowed. The Contractor shall be responsible for flushing the pipeline and shall furnish all labor, equipment, and materials necessary to accomplish the work.

Flushing shall be done under the supervision of Water District No. 90, whom the Contractor shall notify not less than 24-hours in advance. De-chlorination of flushing water is required and water shall be with dechlorinated with ascorbic acid. Sodium Thiosulfate shall not be allowed.

13. Disinfection

All disinfection of pipe shall be per AWWA C651, current edition. The Contractor shall swab down all pipe and fittings with a bleach solution prior to installation per AWWA C651. 1/4 cap of granular HTH chlorine per stick of pipe or one calcium hypochlorite tablet (stick tab) per stick of pipe is required for disinfection. See AWWA Specification for details.

14. Repair of Pipeline Failures

Broken or otherwise defective pipe shall be removed and replaced. Repair bands or clamps shall not be used to repair broken pipe.

15. Jacked Crossing

At locations shown on the drawings, water main crossings of arterial streets shall be made by jacking, driving, or auguring a steel casing pipe beneath the surface. Staking request to the Engineer shall be made a minimum of five (5) working days prior to the beginning of excavation of the bore pit. Jacked casing shall be laid at the specified grade and alignment while maintaining clearance if casing does not provide this it shall be abandoned, filled, and a new casing installed to meet this line and grade requirement. No open excavation shall be made closer than 6-feet from the edge of pavement. Diameter of casing pipe shall be sufficient to withstand installation force and highway loading. It shall not have less than 1/4-inch wall thickness.

Water pipe shall be installed adjusted to grade with casing spacers. After the water pipe has been adjusted to grade, moist sand shall be tamped into the casing pipe so that all voids will be filled, and then the ends of the casing shall be sealed with end seal boots.

KING COUNTY WATER DISTRICT NO. 90
APPENDIX 3
CONSTRUCTION PROVISIONS, MATERIALS
AND SURFACE RESTORATION

16. Existing Utilities

The Contractor shall be responsible for locating all existing utilities well enough in advance of the excavation to prevent damage during construction. The Contractor shall be responsible for any damage whatsoever resulting from his operations on the project.

Zone Valve: If a zone valve (separating pressure zones) will create a dead end on both sides then a blow-off must be added on both sides of the zone valve.

17. Pipe Abandonment

For abandonment of steel or CI pipes, plug both ends of abandoned pipe. For abandonment of AC pipes, the Contractor shall obtain an AC pipe waiver from the governing road agency; otherwise, it shall be removed and properly disposed. For abandonment of services, remove the corporation stop and plug the service tap with a brass plug. The Contractor shall notify the Water District Operations Manager at least 48- hours (two working days) in advance of service abandonment for scheduling and customer notification.

MATERIALS

1. Ductile Iron Pipe

Pipe shall be new 1/16-inch cement mortar-lined, seal-coated, thickness Class 52 conforming to the current edition Standard Specifications Section 9-30.1(1) unless noted elsewhere on the plans. Joints shall be push-on type with rubber gasket, which fits into an annular groove. Joints at valves or fittings may be mechanical joint or flanged depending on specification and drawing requirements.

On 128th Ave SE, pipe shall be restrained joint.

Pipe shall be U.S. Pipe, Acipco, Griffin, or Pacific States.

2. Corrosion Control

In areas where soils may be corrosive, corrosion control is required. Specific design of corrosion control will be approved by the District's engineer. Zinc-coated ductile iron pipe will be required at a minimum.

KING COUNTY WATER DISTRICT NO. 90
APPENDIX 3
CONSTRUCTION PROVISIONS, MATERIALS
AND SURFACE RESTORATION

3. Fittings

Fittings for ductile iron pipe shall conform to Section 9-30.2(1) of the Standard Specifications and may be flanged, mechanical, or push-on as required.

DI fittings shall be Tyler, Tyton, or Harco. Transition couplings and saddles shall be Romac or Smith & Blair.

Brass fittings shall be Mueller or Ford. All brass shall be lead-free.

4. Restrained Joints or Other Measures

Restrained mechanical joints to be Meg-a-Lug, manufactured by Ebba Iron, Inc.

Field-Lok gaskets may be used if specified on the drawings or directed by the Engineer. Only DI or brass fittings allowed.

5. Fire Hydrants

Fire hydrants shall be Clow Medallion, Mueller Centurion 250, or Kennedy K81 and conform to the latest revision of AWWA C502, except as herein modified. Hydrant shall have a minimum of 5 1/4-inch main valve opening and a 6-inch mechanical joint/outlet.

Hydrant runs shall be restrained joint pipe A) flanged short runs only, B) two 3/4-inch diameter tie rods, or C) Meg-a-Lugs. Furnish a 6-inch auxiliary gate valve flanged to main tee with a valve box and a riser to suit trench depth at each installation. Hydrant shall be furnished with break-off flange on barrel and break-off coupling for the stem.

The hydrant shall be furnished with two 2 1/2-inch hose connections with national standard threads and one 4-inch pumper connection with Seattle threads, (#475) all port end caps shall be 1 1/4-inch. Operating nuts shall be 1 1/4-inch and shall turn counterclockwise to open.

Nozzle shall be fitted with renewable bronze nipples locked in place. All hydrants shall be painted with two top coats of Farwest Case Yellow PN No. X3472 paint. Hydrants shall be equipped with a 4-inch Seattle thread (#475) by 5-inch locking Storz adapter meeting or exceeding the following specifications:

KING COUNTY WATER DISTRICT NO. 90
APPENDIX 3
CONSTRUCTION PROVISIONS, MATERIALS
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- A. Storz adapter to be forged and/or extruded 6061-T6 aluminum alloy, hardcoat anodized.
- B. Threaded portion to have no lugs and two set screws 180 degrees apart.
- C. Storz face to be metal, no gasket to weather.
- D. Storz cap shall be forged and/or extruded 606146 aluminum alloy with anodized hardcoat and synthetic molded rubber gasket.
- E. Storz cap to be attached to hydrant adapter with 1/8-inch coated stainless steel aircraft cable.
- F. Cap to be connected and disconnected with Storz wrenches only. Torque to be sufficient so cap cannot be removed by hand.
- G. Remove all chains.

Blue reflective markers shall be Type 1 as described in Section 9-21.1 of the Standard Specifications, shall meet the requirements of Uniform Fire Code (UFC) Section 1001.8. The hydrant shall be stenciled in 2" high letters with the distance to the foot valve in feet and inches. See Standard Detail #4.

6. Fire Hydrant Guard Posts

Guard posts, where indicated, shall conform to the standard details and be buried to a minimum depth of 3-feet. Guard posts shall be set with their tops at the same elevation as the bonnet flange of the hydrant.

The exposed portion of the guard posts shall be painted with two top coats of Farwest Case Yellow PN No. X3472 paint. Guard posts shall only be installed where directed by Engineer or District.

7. Cut-in Connections

All cut-in connections shall use two sleeves. The use of "wedding rings" will not be allowed.

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8. Wet Taps

Tapping sleeve shall be Romac "SST" Stainless Steel Tapping Sleeve with full coverage rubber gasket or approved equal.

Valve shall be a resilient seated valve made for tapping, U.S. Pipe Metroseal 250. Submittals required for all wet tap materials.

No wet tap shall be made within 2-feet of the end of the pipe segment being tapped.

Concrete blocking shall be used under all valves for support and a foam ring shall be used as cushion between the valve and valve box. Blocking shall be provided behind the tapping sleeve per the Standard Detail.

9. Gate Valves

Gate valves shall be bronze-mounted resilient seat wedging devices and shall meet the requirements of AWWA C515 (ductile iron body and bonnet) and C550. Valves shall have an O-ring stuffing box. Valve end connections may be flanged, mechanical joint or push-on as required. Valve stem extensions with plate welded to operating nut will be required where operating nut is more than 4-feet below surface. The valve stem extension top shall be installed within 18-inches to 24-inches below finish grade.

Gate valves shall be Kennedy, M&H, or Mueller.

A foam ring shall be used as cushion between the valve and valve box.

Install blow-off on either side of any closed valve or zone valve.

10. Air/Vacuum Valve Assembly

Air/Vac valve shall be Valmatic or Crispin. See Standard Details 16 and 18. Air/Vac can be field located at high point.

Harco DI nipples and fittings may be used instead of brass. Galvanized piping is not allowed. Only DI or brass nipples and fittings will be allowed.

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11. Valve Marker Posts

Valve marker posts shall be furnished and installed as directed. Marker posts shall be Triview Flex 66 Blue, No. P69254, with warning label giving the following information: The size of the valve (e.g. 6-inch gate valve), and the distance in feet and inches to the valve. The letter size shall be 2-inch high.

Markers shall be placed as directed by the District. Markers shall be set to leave 18-inches exposed above grade. See the Standard Detail.

12. Valve Box

Cast iron valve box with lid marked "water", 4-inch deep tapered valve box cover, valve box top and valve box bottom per the Standard Detail.

Each box shall be adjusted to match the finish grade to the valve location. Valve box covers shall be painted blue as designated by the Water District.

Valve boxes shall be raised to grade for final overlay. No risers allowed.

Provide 4-inch thick by 4-foot wide asphalt or concrete collar around valve box covers in unimproved areas, landscape areas, and easements.

Foam ring shall be used as cushion between the valve and valve box.

Valve boxes shall be East Jordan Iron Works (EJIW) 8555 valve box top with EJIW 6800 valve box cover.

13. Crushed Surfacing

Crushed Surfacing shall conform to the requirements of Section 9-03.9(3) of the Standard Specifications (WSDOT). Crushed Surfacing Top Course (CSTC) shall be 5/8-inch minus and Crushed Surfacing Base Course (CSBC) shall be 1 1/4-inch minus.

14. Backfill Gravel

Backfill gravel shall be Crushed Surfacing, or Bank Run Gravel as directed. Native material may be used outside the right-of-way. Native material may also be considered for other locations on a case-by-case basis with appropriate soil testing documentation.

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15. Asphalt Concrete Patch

Asphalt concrete patch and restoration shall be per the governing road agency's standards and permit requirements.

16. Service Tap

Service taps 1 1/2-inches or larger shall be iron pipe with Romac or Smith & Blair double strap service saddle. See the Standard Details.

SURFACE RESTORATION

1. General

All unpaved surfaces shall be restored to a condition equal to or better than that which existed prior to construction.

All trees, shrubs, and any improvements shall be saved, relocated, or replaced by Contractor unless specifically noted otherwise on the drawings or in easement stipulations. Pre-construction photographs shall be used to approve restoration.

2. Cleanup

Before the work shall be considered complete, the Developer/Contractor 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 work site/area 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, 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 per the District, City of Renton, or King County requirements. 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.

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3. Landscaping

Landscape restoration shall be performed by Contractor using the services of a qualified landscape gardener whose principal business is this type of work. Where ornamental trees and shrubbery are in the work area, they shall be carefully removed with the earth surrounding their roots wrapped in burlap and replanted in their original positions within four days. Work may be required to be halted elsewhere on the project to ensure this work is done in a timely manner.

Tree and shrubbery removal and transplanting will be done only by a landscape gardener. Ornamental trees and shrubbery must be protected, but if through some unavoidable situation such trees or shrubbery are destroyed or damaged, whether in public or private property, they shall be replaced by Contractor with material of equal quality and no additional compensation will be allowed for such replacement. Contractor shall take every precaution to protect existing ornamental trees that are not removed. Protection may include tying back existing limbs where necessary for work room. Such tying back shall be done carefully to avoid breakage or other limb damage.

No limbs shall be removed or trimmed without the written permission of the property owner, with a copy of such permission given to owner. If such removal or trimming is approved in writing, it shall be performed in a professional manner by a qualified landscape gardener.

EROSION CONTROL

Contractor shall exercise all necessary precautions throughout the life of the contract to prevent pollution, erosion, siltation, and damage to any watercourses.

Contractor shall comply with their TESC plan(s) as approved by the governing road or land use agency of jurisdiction.

When the temporary control facilities are no longer needed, they shall be removed and the areas restored to a condition better than or equal to their original condition.

In the event that a suspension of work is ordered for an extended period of time Contractor shall take all action necessary to control erosion, pollution, and run-off during the shutdown period, and coordinate with the permitting agency of jurisdiction.

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RESTORATION

1. Within King County:

Restoration shall be per KCC 16.82, King County-issued permits, and as directed by the King County Inspector.

2. Within City of Renton:

Restoration shall be per City of Renton utility permit or construction standards, and as directed by the City of Renton Inspector.

3. Lawn (cultivated):

In areas where existing lawns are disturbed, the lawns shall be replaced with a minimum of 4-inches of new topsoil and either existing or new sod to match the removed sod. Reseeding will not be allowed, except with owner permission during specific months.

4. Lawn (uncultivated), Pasture or Vacant Land:

Uncultivated lawns, pasture, and vacant land shall be restored with a pasture grass in addition to the protection, restoration, or replacement of any improvements or trees otherwise called for. Disturbed areas shall not be left unprotected for long periods. Temporary seeding, covering, or other protection shall be used as required.

Previously established grades conforming to the requirements of the drawings shall be maintained in a true and even condition. If necessary, repairs shall be made before seeding.

The surface to be seeded shall be cleared of stones or other debris larger than 1-inch. The top 4-inches shall be cultivated by raking or rototilling after all compaction and prior to seeding. The Engineer shall approve the surface before beginning seeding operations.

Seed mix, fertilizer, and mulch shall be hydroseeded with appropriate equipment upon approval of the seedbed.

Appropriate quantities of seed, fertilizer, and mulch shall be combined with the proper amounts of water to ensure the uniform coat sprayed on the soil accommodates the following rates:

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Seed Mix: 40% perennial ryegrass
 10% white clover
 30% fescue
 20% red creeping fescue

Apply at the rate of 100 pounds per acre.

Mulch: Silva-Fiber mulch applied at from 1,500 pounds to
 2,000 pounds per acre.

Fertilizer: Commercial Mix 10/20/20 of nitrate, phosphate,
 and potash applied at rate of 450 pounds per acre.

Method of application and proportions of seed mix may be revised to suit type of soil and time of year, provided prior approval is given by Engineer.

Contractor shall protect and maintain newly seeded areas. Where seeded areas fail to develop after normal allowance for germination, Contractor shall re-seed

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APPENDIX 4

DEVELOPER EXTENSION CHECKLIST

DEVELOPMENT NAME: _____

	<u>Date</u>	<u>Initials</u>		Responsible Party
A. Water Availability:				
1	_____	_____	Water Availability Application Form turned into District office	(Developer)
2	_____	_____	King County Certificate of Water Availability Prepared	(District/Engineer)
3			Developer picks up the following:	
3a	_____	_____	King County Certificate of Water Availability	(Developer)
3b	_____	_____	Notice of Predesign Meeting Requirement	(Developer)
3c	_____	_____	Developer Extension Agreement	(Developer)
4			Return Information sheet and Developer Extension Deposit	
4a	_____	_____	Current Amount:\$5,000 Ck # _____	(Developer)
5	_____	_____	Preliminary Plan Submittal	(Developer)
B. Predesign Requirements:				
1	_____	_____	Set up Pre-Design Meeting w/Developer, District & Engineer	(District/Engineer)
2	_____	_____	Provide Detailed Map of project to District	(Developer)
3	_____	_____	Pre-Design Meeting with Developer to discuss requirements	(ALL)
4	_____	_____	Identify Offsite Easements required from Developer	(District/Engineer)
5	_____	_____	Draft Scale Map 1" = 40' or 50' depending on jurisdiction (or scale acceptable to the District.)	(Developer)
6	_____	_____	Contour map with 5' or less intervals	(Developer)
7	_____	_____	Legal description of property and encumbrances	(Developer)
8	_____	_____	Existing and finished road profiles & storm plans & profile scale horizontal 40' or 50' depending on jurisdiction and vertical 1' = 5'	(Developer)
9	_____	_____	Fire flow requirements and fire hydrant location (If house > 3600 sq ft)	(Developer)
10	_____	_____	Finalize Pipe Size Requirements	(Engineer/District)
11			Determine if Oversizing of system is desired	
11a	_____	_____	Oversizing? Yes No	(Engineer/District)
12			Determine if DCVA/RPBA is needed	
12a	_____	_____	DCVA/RPBA? Yes No	(Developer)
13			Determine if there will be irrigation in planter strip	
13a	_____	_____	Irrigation? Yes No	(Developer)
14	_____	_____	Frontage improvement requirements	(Engineer/District)
15			Determine if Latecomers is applicable	
15a	_____	_____	Latecomers? Yes No	(Engineer/District)
16			Determine if District Participation is desired	
16a	_____	_____	District? Yes No	(District)

KING COUNTY WATER DISTRICT NO. 90

APPENDIX 4

DEVELOPER EXTENSION CHECKLIST

DEVELOPMENT NAME: _____

Date Initials

B. Predesign Requirements: (Continued)

17 _____ Determine amount of Performance Bond - Offsite (\$ _____) (District)

C. Complete Developer Extension Agreement:

1 _____ Engineer provides cost estimate for District or Optional engineered (Engineer)
 2 _____ Legal Review – Dev Business License (District)
 3 _____ Developer accepts and signs DE Agreement (Developer)
 4 _____ District accepts and signs DE agreement (District)

D. Required Before Pre-Construction Meeting:

1 **Plans and specifications prepared & submitted to District for review**

1a _____ District Engineered (Engineer)
 1b _____ Optional Engineered, (Optional Engineer)
 _____ Name: _____

2 _____ Incorporate District comments of system plans and specifications (Engineer)
 3 _____ Copy of plans to the City of Renton (if needed) (District)
 4 _____ Prepare Offsite easements (if needed) (Engineer/District)
 5 _____ Review of final approved street and storm construction plans by King County or the City of Renton (Engineer)
 6 _____ Review of PSE street lighting plans (King County) (Engineer)
 7 **Determine list of applicable permits**

7a _____ SEPA Checklist required? Yes No (Engineer/District)
 8 _____ Submit applicable permits (Engineer/District)

9 **Approval of Plans by Fire Marshal (received by District)**

9a _____ District Engineered (Engineer)
 9b _____ Optional Engineered (Optional Engineer)

10 **Approval of plans by applicable permitting agencies**

10a _____ District Engineered (District)
 10b _____ Optional Engineered (Developer/District)

11 _____ Provide copy of approved permits to District (Developer)
 12 _____ Review of Final Approved Plans (development agency) (Engineer/District)
 13 _____ Written approval of plans by District (District)
 14 _____ Contractor signs Agreement (Developer/Contractor)
 15 _____ Insurance certificate from Contractor (Developer/Contractor)
 16 _____ Performance bond in the amount of estimated applicable cost of Offsite & Comp Plan part of project. (District - if needed)
 17 _____ Contractor's current license and registration State of Washington (Developer)
 18 _____ Survey control staked in field (Developer)

KING COUNTY WATER DISTRICT NO. 90

APPENDIX 4

DEVELOPER EXTENSION CHECKLIST

DEVELOPMENT NAME: _____

Date Initials

E. Required Before Construction Begins:

- | | | | |
|-----|-------|---|---------------------|
| 1 | _____ | Satisfied requirements of Sections A, B, C, & D above | |
| 2 | _____ | All off-site easements properly executed and delivered to District | (Developer) |
| 3 | _____ | Offsite easements sent for recording (to King County) | (Attorney/District) |
| 4 | _____ | Provide material submittals and critical lead time | (Contractor) |
| 5 | _____ | Approve material submittals | (District) |
| 6 | _____ | Set up Preconstruction conference w/Developer, District & Engineers | (District/Engineer) |
| 7 | _____ | Preconstruction conference | (ALL) |
| 8 | _____ | As-Built Requirements (GPS) | (Developer) |
| 9 | _____ | Request staking with required offsets (if needed) | (Contractor) |
| 10 | _____ | One-week notice of starting date | (Contractor) |
| 11 | _____ | Call in Right-of-way Job Start | (District) |
| 12 | | Construction stakes in place | |
| 12a | _____ | District Engineered | (District) |
| 12b | _____ | Optional Engineered | (Developer) |
| 13 | _____ | Grade sheets prepared (if applicable) | (Developer) |

F. Construction:

- | | | | |
|-----|-------|---|---------------------|
| 1 | _____ | Material inspection upon arrival | (Engineer/District) |
| 2 | _____ | Daily inspection and redline drawings | (Engineer/District) |
| 3 | _____ | Shutdown coordination (for temp blow off blocking if necessary) | (Engineer/District) |
| 4 | _____ | Pressure test and approval | (Engineer/District) |
| 5 | _____ | Dechlorination Flush | (Engineer/District) |
| 6 | _____ | Water quality testing (coliforms) | (Engineer/District) |
| 7 | _____ | Shutdown coordination (plat tie ins) | (Engineer/District) |
| 8 | _____ | Develop Punchlist | (Engineer/District) |
| 9 | | Renew Insurance certificate from Contractor, if applicable | |
| 9a | _____ | Insurance Certificate Expiration Date: _____ | (Developer) |
| 10 | | Renew DEA contract if longer than 24 months | |
| 10a | _____ | DEA Contract Expiration Date: _____ | (Developer) |

G. Prior to Acceptance of Project:

- | | | | |
|---|-------|--|---------------------|
| 1 | _____ | Substantial Main Installation (mains in, tested, connected, FH's in, all valves accessible, ready for use by the Fire Dept.) | (District/Engineer) |
| 2 | _____ | Fire Marshal inspection and flushing | (District/Engineer) |
| 3 | _____ | Start Construction Record Drawings (CRD) | (District/Engineer) |
| 4 | _____ | Check draft final plat (from Developer's Engineer) | (Engineer) |
| 5 | _____ | Check plat easements vs. CRD | |

KING COUNTY WATER DISTRICT NO. 90

APPENDIX 4

DEVELOPER EXTENSION CHECKLIST

DEVELOPMENT NAME: _____

Date Initials

G. Prior to Acceptance of Project (Continued):

6	_____	Execute easement documents	(Engineer/District)
7	_____	On-From-To (OFT) to District	(Engineer)
8	_____	Developer's signature on easement documents	(District)
9	_____	District delivers Substantial Completion letter for recording of plat	(District)
10	_____	Developer records final plat	(Developer)
11	_____	Record easements (Copy to District Engineer)	(Legal)
12	_____	Complete draft CRDs and OFT	(Engineer)
13	_____	Field Staff approve CRDs	(Engineer/District)
14	_____	Update CRDs, send redlines and 1/2-size paper CRDs to District	(Engineer)
15	_____	District accepts CRDs (CRDs on hold until construction is final)	(District)
16	_____	Determine if streetlight charge applies	(District)
17	_____	Proof of Contractor Payment (First Addendum)	(District)
18	_____	Proof of Engineer Payment (Second Addendum)	(District)
19	_____	Final punchlist review and final construction approval	(Engineer/District)
20	_____	Final mylars and sign CRDs	(Engineer/District)
21	_____	Construction costs to District from Developer	(District)
22	_____	Attorney prepares Bill of Sale	(Legal)
23	_____	Prepare Latecomers Agreement (if applicable)	(ALL)
24	_____	Completed Bill of Sale returned to District	(Developer)
25	_____	Bill of Sale sent for recording	(Legal)
26	_____	District starts accepting meter applications	(District)
27	_____	Release Performance Bond	(District)
28	_____	Base maps, wall maps, and hydraulic model	(Engineer)
29	_____	District accepts DE project by resolution	(Board)
30	_____	Release of Deposits above (2) year maintenance guarantee	(District)

H. Prior to Release of Maintenance Guarantee Deposit:

1	_____	Final inspection; two years after acceptance of Bill of Sale	(District)
2	_____	Notification of necessary repairs and/or restoration	(District)
3	_____	Completion of repairs and Final Inspection	(District)
4	_____	Release of Two (2) year Maintenance Guarantee	(District)

\\kcw\90\data\CompanyData\Engineering\Developer Extensions\AAA - DEA CONTRACTS\2019 DE Agreement Docs\[APPENDIX 4 - DEA Checklist in Excel.xlsx]DEA Checklist

King County Water District #90



KING COUNTY WATER DISTRICT NO. 90

APPENDIX 5

CAD TO GIS STANDARDS

Prepared and Submitted by



AAKAVS CONSULTING
24919 SE 41st Dr
Issaquah, WA 98029

Updated 4/2/19

VERSION HISTORY

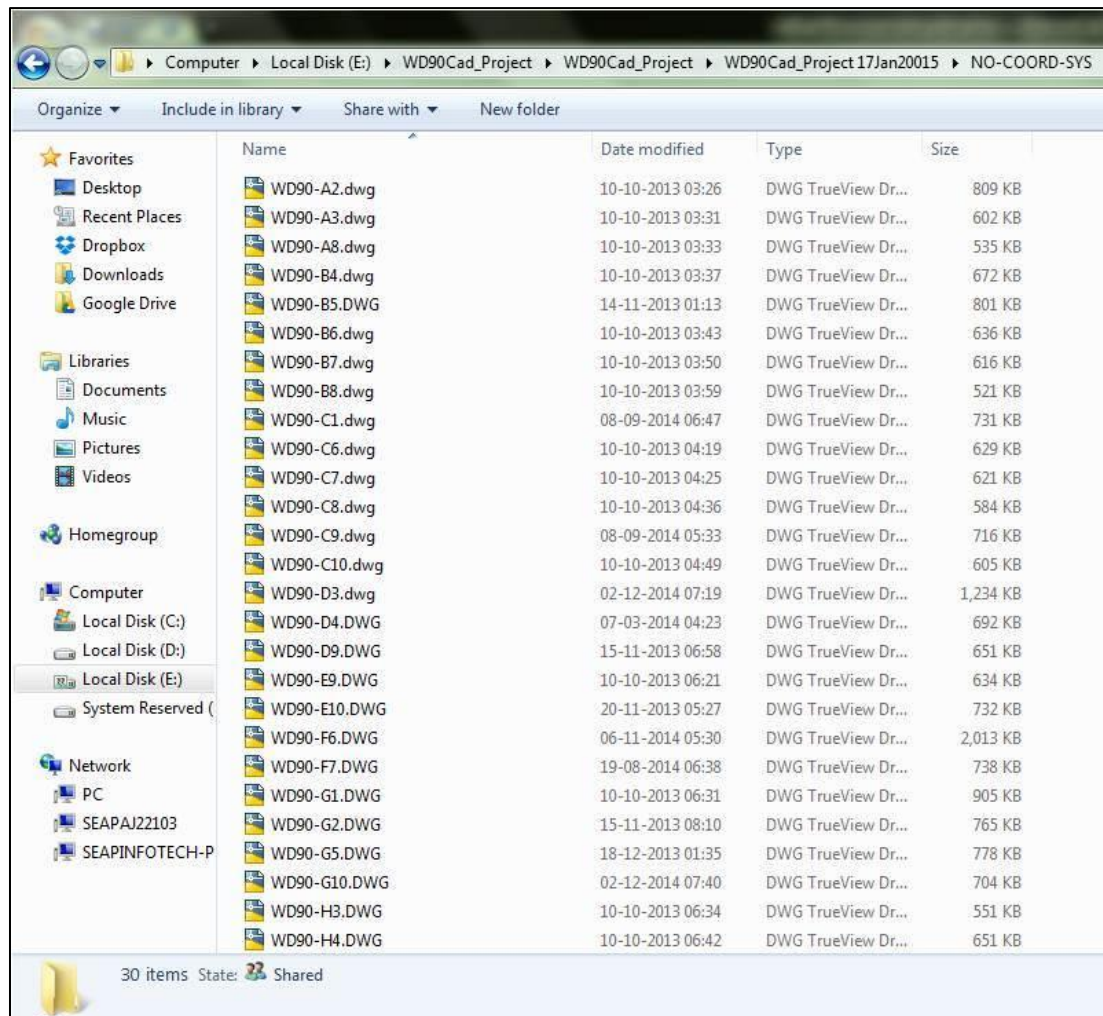
R#	Authored By	Submit Date	Submitted To	Approved By	Approval Date	Remarks
1.0	Arnab Bhowmick	05/25/16	KCWD90	NA	NA	CAD Standards
2.0	Arnab Bhowmick Joshua Drummond	3/20/18	KCWD90	JD,AB, DP	3/24/19	Update for DEA agreement

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○ Blow Off	6
○ Fire Hydrants:.....	6
○ TEE.....	7
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○ Gate Valves	11
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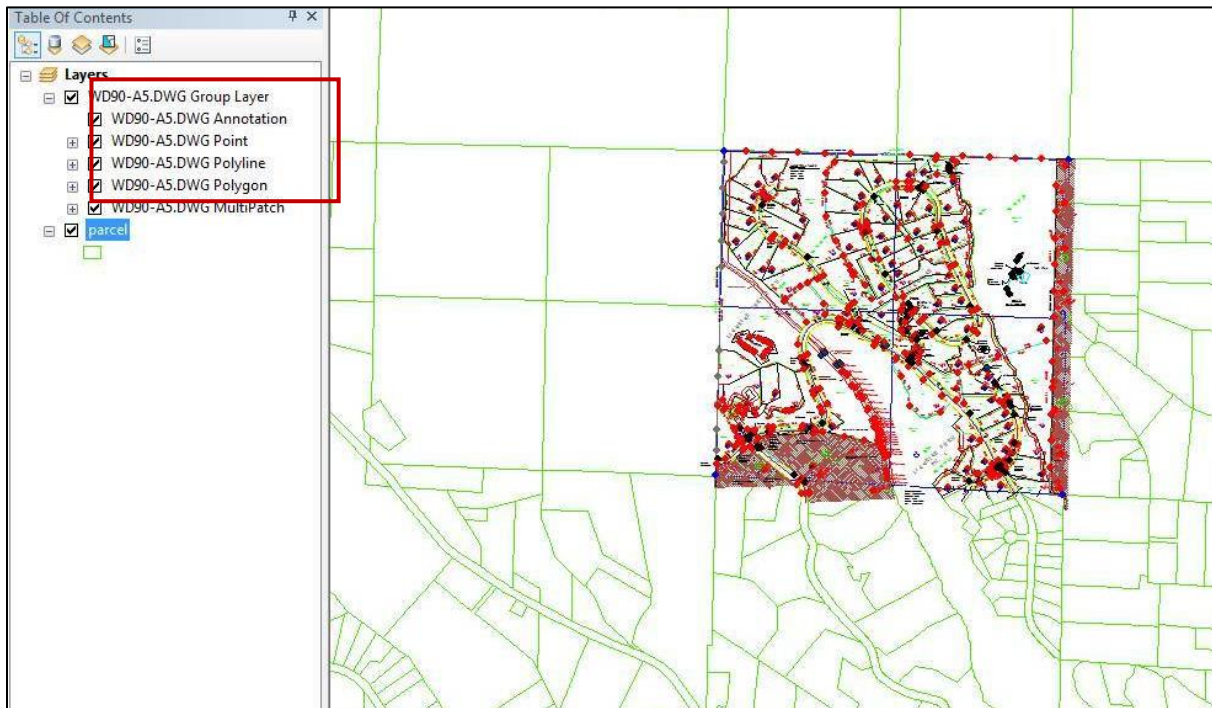
1. STANDARDS

1.1 CAD Data Preparation

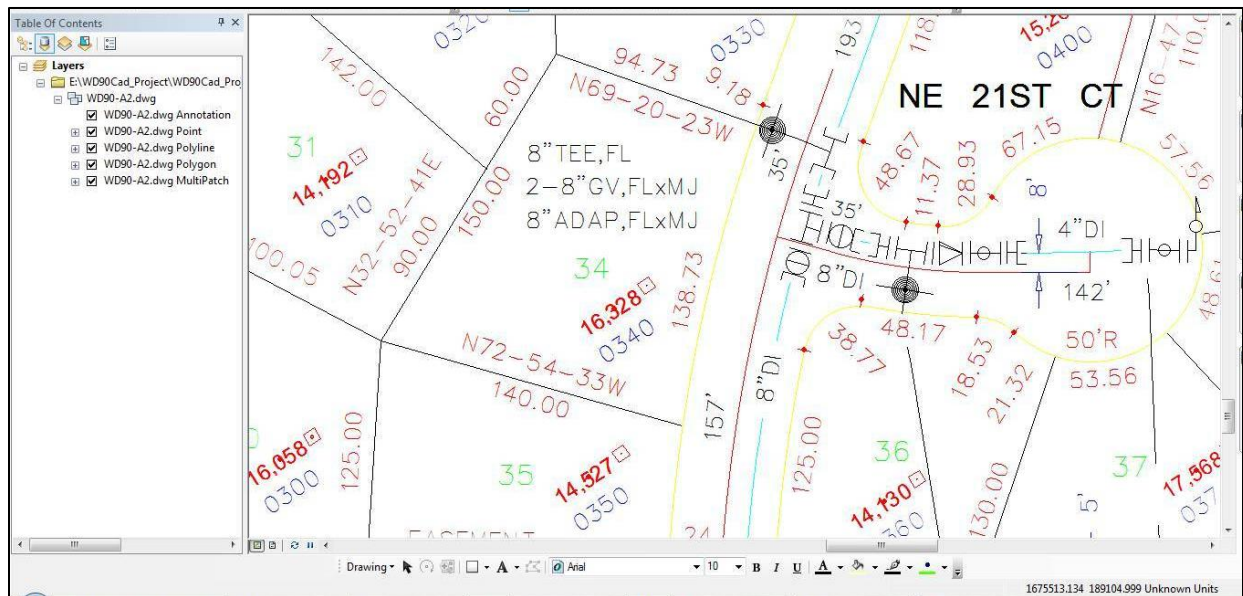
- File format: DWG formats, which should include Polyline, Point, Annotation, etc. files. Maintain latest AutoCAD versions, or up to only 1 version older than most current version.



- The layer types are illustrated below.

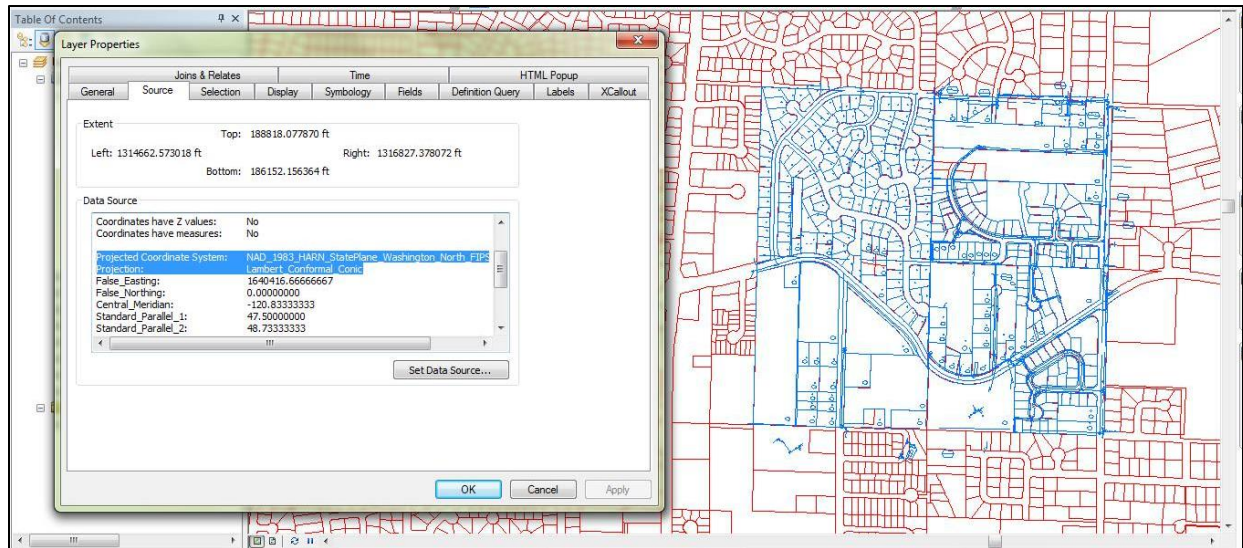


- View CAD file (.dwg) into the ArcMap if possible before sending for conversion



1.2 Geo-referencing

- See the picture below for geo-referencing requirements



- CAD must be geo-referenced, which mean the drawing has to match most GIS layers or field GPS records that are collected.
- Geo-referenced Options
 - Option A: GPS records: field GPS records shall be used when creating CAD files when available.
 - Option B: If field GPS records are not available, the projection should be ready and match the referenced GIS layer (such as Parcel layer published by King County) precisely when making CAD files
- Scale: the scale of CAD drawing needs to be documented

1.3 Generic CAD Setup Rules

- Use the layer, Color, Ref Name, Line Wt. to make the GIS-ready drawing.
- Avoid all overlaps for adjacent tiles.

FID	Shape	Entity	Layer	Color	Linetype	Elevation	LineWt	RefName	PNN	SQFT	TL
1	Polygon Z	LWPolyline	ROADS-LINES	2	CONTINUOU	0	25				0
2	Polygon Z	Insert	WATR-FTGS	7	CONTINUOU	0	25	FH			0
3	Polygon Z	Insert	LOT-LINES	1	SECT	0	25	GVP			0
4	Polygon Z	Insert	WATR-FTGS	7	CONTINUOU	0	25	FH			0
5	Polygon Z	Circle	WATR-FTGS	7	CONTINUOU	0	25				0
6	Polygon Z	Insert	LOT-LINES	1	SECT	0	25	GVFM			0
7	Polygon Z	Insert	LOT-LINES	1	SECT	0	25	GVP			0
8	Polygon Z	Insert	LOT-LINES	1	SECT	0	25	GVP			0
9	Polygon Z	Insert	SECT-TEXT-COORD	5	D2D	0	25	QMON1			0
10	Polygon Z	Insert	TAX-LOT-NUMB	5	CONTINUOU	0	25	PNUM	61		0
11	Polygon Z	Insert	TAX-LOT-NUMB	5	CONTINUOU	0	25	PNUM	146		0
12	Polygon Z	Insert	TAX-LOT-NUMB	5	CONTINUOU	0	25	PNUM	174		0
13	Polygon Z	Insert	TAX-LOT-NUMB	5	CONTINUOU	0	25	PNUM	87		0
14	Polygon Z	Insert	TAX-LOT-NUMB	5	CONTINUOU	0	25	PNUM	228		0
15	Polygon Z	Insert	TAX-LOT-NUMB	5	CONTINUOU	0	25	PNUM	229		0
16	Polygon Z	Insert	TAX-LOT-NUMB	5	CONTINUOU	0	25	PNUM	56		0
17	Polygon Z	Insert	TAX-LOT-NUMB	5	CONTINUOU	0	25	PNUM	171		0

- One type of asset must be in one **layer**. For example, all small items or fittings will be the same layer and not spread across various layers.

FID	Shape	Entity	Layer	Color	Linetype	Elevation	LineWt	RefName	PNN	SQFT	ESMT-NO	SE	TW	RG	TEXT_ABOVE	TEXT_BELOW	TL
2772	Polyline Z	Line	CTRL-LOTL	7	CONTINUOU	0	25				0	0	0	0			0
2773	Polyline Z	LWPolyline	CTRL-LOTL	7	CONTINUOU	0	25				0	0	0	0			0
2774	Polyline Z	Line	CTRL-LOTL	7	CONTINUOU	0	25				0	0	0	0			0
2775	Polyline Z	Insert	UTIL-WATER-TEXT	7	CONTINUOU	0	25	ESMT-BOX			20	3	23	5	WINDSTONE 2	ALL ONSITE ES	0
2776	Polyline Z	Insert	WATR-FTGS	7	CONTINUOU	0	25	NPLUG			0	0	0	0			0
2777	Polyline Z	Line	WATR-FTGS	7	CONTINUOU	0	25				0	0	0	0			0
2778	Polyline Z	Line	WATR-FTGS	7	CONTINUOU	0	25				0	0	0	0			0
2779	Polyline Z	Line	WATR-FTGS	7	CONTINUOU	0	25				0	0	0	0			0
2780	Polyline Z	Solid	WATR-FTGS	7	CONTINUOU	0	25				0	0	0	0			0
2781	Polyline Z	Line	WATR-FTGS	7	CONTINUOU	0	25				0	0	0	0			0
2782	Polyline Z	Line	WATR-FTGS	7	CONTINUOU	0	25				0	0	0	0			0
2783	Polyline Z	Line	WATR-FTGS	7	CONTINUOU	0	25				0	0	0	0			0
2784	Polyline Z	Line	WATR-FTGS	7	CONTINUOU	0	25				0	0	0	0			0
2785	Polyline Z	Line	WATR-FTGS	7	CONTINUOU	0	25				0	0	0	0			0
2786	Polyline Z	Line	WATR-FTGS	7	CONTINUOU	0	25				0	0	0	0			0
2787	Polyline Z	LWPolyline	UTIL-WATER-LINE	4	CONTINUOU	0	25				0	0	0	0			0
2788	Polyline Z	LWPolyline	UTIL-WATER-LINE	4	CONTINUOU	0	25				0	0	0	0			0
2789	Polyline Z	LWPolyline	UTIL-WATER-LINE	4	CONTINUOU	0	25				0	0	0	0			0
2790	Polyline Z	Insert	WATR-FTGS	7	CONTINUOU	0	25	NBM45			0	0	0	0			0
2791	Polyline Z	LWPolyline	UTIL-WATER-LINE	4	CONTINUOU	0	25				0	0	0	0			0

- Different items in the same asset shall have a different **Ref Name**. For example, the same "Fitting" layer might have "BF", "TEE", or "CROSS" as their **Ref Name**

WD90-B2.dwg Point

FID	Shape	Entity	HANDLE	Layer	Color	Linetype	Elevation	LineWt	Refname	Angle	PNN	SQFT	ESMT-NO	SE	TW	RG	TEXT_ABOVE	TEXT_BELOW
652	Point Z	Point	48D6	CTRL-BDRY	4	CONTINUOU	0	25		0				0	0	0	0	
653	Point Z	Point	48E0	CTRL-BDRY	4	CONTINUOU	0	25		0				0	0	0	0	
689	Point Z	Hatch	B30D	WATR-FTGS	7	CONTINUOU	0	25		0				0	0	0	0	
628	Point Z	Insert	3EAC	CL-T	21	CONTINUOU	0	25	40720560	0.85279				0	0	0	0	
629	Point Z	Insert	3EAD	CL-T	21	CONTINUOU	0	25	40720595	0.85279				0	0	0	0	
630	Point Z	Insert	3EAE	CL-T	21	CONTINUOU	0	25	40720618	0.85279				0	0	0	0	
631	Point Z	Insert	3EAF	CL-T	21	CONTINUOU	0	25	40723505	0.85279				0	0	0	0	
632	Point Z	Insert	3EB0	CL-T	21	CONTINUOU	0	25	40723528	0.85279				0	0	0	0	
633	Point Z	Insert	3EB1	CL-T	21	CONTINUOU	0	25	40723563	0.85279				0	0	0	0	
634	Point Z	Insert	3EB2	CL-T	21	CONTINUOU	0	25	40726124	0.85279				0	0	0	0	
635	Point Z	Insert	3EB3	CL-T	21	CONTINUOU	0	25	40726147	0.85279				0	0	0	0	
636	Point Z	Insert	3EB4	CL-T	21	CONTINUOU	0	25	40726182	0.85279				0	0	0	0	
542	Point Z	Insert	1C2C	WATR-FTGS	7	CONTINUOU	0	25	ADAPT	34.20106				0	0	0	0	
543	Point Z	Insert	1C2D	WATR-FTGS	7	CONTINUOU	0	25	ADAPT	124.255762				0	0	0	0	
548	Point Z	Insert	1CDE	WATR-FTGS	7	CONTINUOU	0	25	ADAPT	357.834563				0	0	0	0	
552	Point Z	Insert	1D11	WATR-FTGS	7	CONTINUOU	0	25	ADAPT	357.834563				0	0	0	0	
517	Point Z	Insert	1B95	WATR-FTGS	7	CONTINUOU	0	25	ADFM	357.834563				0	0	0	0	
547	Point Z	Insert	1CDD	WATR-FTGS	7	CONTINUOU	0	25	ADFM	87.834563				0	0	0	0	
555	Point Z	Insert	1D67	WATR-FTGS	7	CONTINUOU	0	25	ADFM	267.834563				0	0	0	0	
3	Point Z	Insert	AF8	DEFPPOINTS	7	CONTINUOU	0	25	ALLEGRO_TABLET_TOOL	0				0	0	0	0	
4	Point Z	Insert	B26	DEFPPOINTS	7	CONTINUOU	0	25	ALLEGRO_TABLET_TOOL	0				0	0	0	0	
5	Point Z	Insert	B2B	WATR-FTGS	7	CONTINUOU	0	25	ALLEGRO_TABLET_TOOL	0				0	0	0	0	

- Same item with different materials or make or manufacturer should have same **Color**. For example, same BF with different materials or make or manufacturer will have same colors.

Point

OBJE	Shape	Entity	Handle	Layer	LyrFr	LyrLock	LyrOn	LyrVPF	LyrRtan	Color	EntColor	LyrColor	BikColor	Linetype	EntLinetype	LyrLnType	BikLinetype	Elevation	Thickness	LineWt	En
51	Point Z	Insert	D14	LOT-LINES	0	0	1	0	ED	1	-1	1	-1	SECT	SECT	SECT	BYLAYER	0	0	25	
53	Point Z	Insert	D1F	LOT-LINES	0	0	1	0	ED	1	-1	1	-1	SECT	SECT	SECT	BYLAYER	0	0	25	
54	Point Z	Insert	D21	LOT-LINES	0	0	1	0	ED	1	-1	1	-1	SECT	SECT	SECT	BYLAYER	0	0	25	
55	Point Z	Insert	D22	LOT-LINES	0	0	1	0	ED	1	-1	1	-1	SECT	SECT	SECT	BYLAYER	0	0	25	
56	Point Z	Insert	D23	LOT-LINES	0	0	1	0	ED	1	-1	1	-1	SECT	SECT	SECT	BYLAYER	0	0	25	
58	Point Z	Insert	D28	LOT-LINES	0	0	1	0	ED	1	-1	1	-1	SECT	SECT	SECT	BYLAYER	0	0	25	
59	Point Z	Insert	D51	LOT-LINES	0	0	1	0	ED	1	-1	1	-1	SECT	SECT	SECT	BYLAYER	0	0	25	
589	Point Z	Insert	1FFB	MISC-EXST	0	0	1	0	11C	7	-1	7	-1	CONTINUOU	CONTINUOUS	CONTINUOUS	BYLAYER	0	0	25	
61	Point Z	Insert	E3A	SECT-TEXT-	0	0	1	0	FE	5	-1	5	-1	D2D	D2D	D2D	BYLAYER	0	0	25	
119	Point Z	Insert	10FA	SECT-TEXT-	0	0	1	0	FE	5	-1	5	-1	D2D	D2D	D2D	BYLAYER	0	0	25	
62	Point Z	Insert	E3B	TAX-LOT-NU	0	0	1	0	F7	5	-1	5	-1	CONTINUOU	CONTINUOUS	CONTINUOUS	BYLAYER	0	0	25	
63	Point Z	Insert	E3E	TAX-LOT-NU	0	0	1	0	F7	5	-1	5	-1	CONTINUOU	CONTINUOUS	CONTINUOUS	BYLAYER	0	0	25	
64	Point Z	Insert	E41	TAX-LOT-NU	0	0	1	0	F7	5	-1	5	-1	CONTINUOU	CONTINUOUS	CONTINUOUS	BYLAYER	0	0	25	
65	Point Z	Insert	E44	TAX-LOT-NU	0	0	1	0	F7	5	-1	5	-1	CONTINUOU	CONTINUOUS	CONTINUOUS	BYLAYER	0	0	25	
66	Point Z	Insert	E47	TAX-LOT-NU	0	0	1	0	F7	5	-1	5	-1	CONTINUOU	CONTINUOUS	CONTINUOUS	BYLAYER	0	0	25	
67	Point Z	Insert	E4A	TAX-LOT-NU	0	0	1	0	F7	5	-1	5	-1	CONTINUOU	CONTINUOUS	CONTINUOUS	BYLAYER	0	0	25	
68	Point Z	Insert	E4D	TAX-LOT-NU	0	0	1	0	F7	5	-1	5	-1	CONTINUOU	CONTINUOUS	CONTINUOUS	BYLAYER	0	0	25	
69	Point Z	Insert	E50	TAX-LOT-NU	0	0	1	0	F7	5	-1	5	-1	CONTINUOU	CONTINUOUS	CONTINUOUS	BYLAYER	0	0	25	
81	Point Z	Insert	E7C	TAX-LOT-NU	0	0	1	0	F7	5	-1	5	-1	CONTINUOU	CONTINUOUS	CONTINUOUS	BYLAYER	0	0	25	
82	Point Z	Insert	E7F	TAX-LOT-NU	0	0	1	0	F7	5	-1	5	-1	CONTINUOU	CONTINUOUS	CONTINUOUS	BYLAYER	0	0	25	
83	Point Z	Insert	E82	TAX-LOT-NU	0	0	1	0	F7	5	-1	5	-1	CONTINUOU	CONTINUOUS	CONTINUOUS	BYLAYER	0	0	25	
84	Point Z	Insert	E85	TAX-LOT-NU	0	0	1	0	F7	5	-1	5	-1	CONTINUOU	CONTINUOUS	CONTINUOUS	BYLAYER	0	0	25	
85	Point Z	Insert	E88	TAX-LOT-NU	0	0	1	0	F7	5	-1	5	-1	CONTINUOU	CONTINUOUS	CONTINUOUS	BYLAYER	0	0	25	

- Same item with same materials or make or manufacturer but different size should have different **Line Wt.** For example, same BF with materials or make or manufacturer but different sizes will have different line weight.

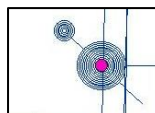
FID	Shape	Entity	Layer	Color	Linetype	Elevation	LineWt	Refname	PNN	SQFT	ESMT-NO	SE	TW	RG	TEXT_ABOVE	TEXT_BELOW	TL
133	Polyline Z	Line	PLAT-LINES		7 CONTINUOU	0	25					0	0	0			0
134	Polyline Z	Line	LOT-LINES		1 SECT	0	25					0	0	0			0
135	Polyline Z	Line	LOT-LINES		1 SECT	0	25					0	0	0			0
136	Polyline Z	Line	LOT-LINES		1 SECT	0	25					0	0	0			0
137	Polyline Z	Line	LOT-LINES		1 SECT	0	25					0	0	0			0
138	Polyline Z	Line	PLAT-LINES		7 CONTINUOU	0	25					0	0	0			0
139	Polyline Z	Line	LOT-LINES		1 SECT	0	25					0	0	0			0
140	Polyline Z	Line	LOT-LINES		1 SECT	0	25					0	0	0			0
141	Polyline Z	Line	LOT-LINES		1 SECT	0	25					0	0	0			0
142	Polyline Z	Line	LOT-LINES		1 SECT	0	25					0	0	0			0
143	Polyline Z	Line	LOT-LINES		1 SECT	0	25					0	0	0			0
144	Polyline Z	Line	LOT-LINES		1 SECT	0	25					0	0	0			0
145	Polyline Z	Line	LOT-LINES		1 SECT	0	25					0	0	0			0
146	Polyline Z	Line	LOT-LINES		1 SECT	0	25					0	0	0			0
147	Polyline Z	Line	EASEMENT-LINES		1 EASEMENT	0	25					0	0	0			0
148	Polyline Z	Line	EASEMENT-LINES		1 EASEMENT	0	25					0	0	0			0
149	Polyline Z	Line	EASEMENT-LINES		1 EASEMENT	0	25					0	0	0			0
150	Polyline Z	Line	EASEMENT-LINES		1 EASEMENT	0	25					0	0	0			0
151	Polyline Z	Line	EASEMENT-LINES		1 EASEMENT	0	25					0	0	0			0
152	Polyline Z	Line	PLAT-LINES		7 CONTINUOU	0	25					0	0	0			0
153	Polyline Z	Line	PLAT-LINES		7 CONTINUOU	0	25					0	0	0			0
154	Polyline Z	Line	LOT-LINES		1 SECT	0	25					0	0	0			0
155	Polyline Z	Line	PLAT-LINES		7 CONTINUOU	0	25					0	0	0			0
156	Polyline Z	Line	PLAT-BOUND		4 CONTINUOU	0	25					0	0	0			0

- Remove all overlapped area between grids or tiles; arrange the grids layout in CAD likewise so that assets are not overlapped or duplicated between adjacent grids.
- No duplicates between grids or tiles should be allowed

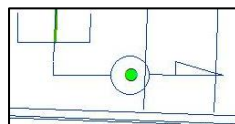
1.4 Layer Type Specific Requirements – Points

- Each asset (except line and polygon) should have the center point (depicting location using which they will be transferred to GIS).

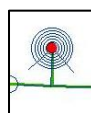
- **Air Vac**



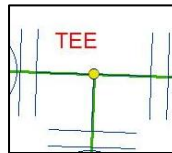
- **Blow Off**



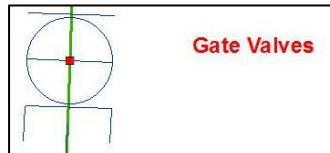
- **Fire Hydrants:**



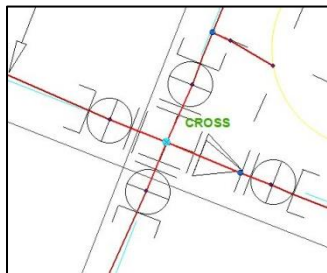
- **TEE**



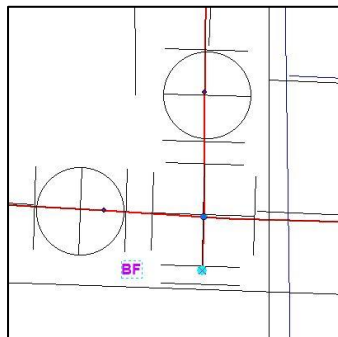
- **Gate Valves**



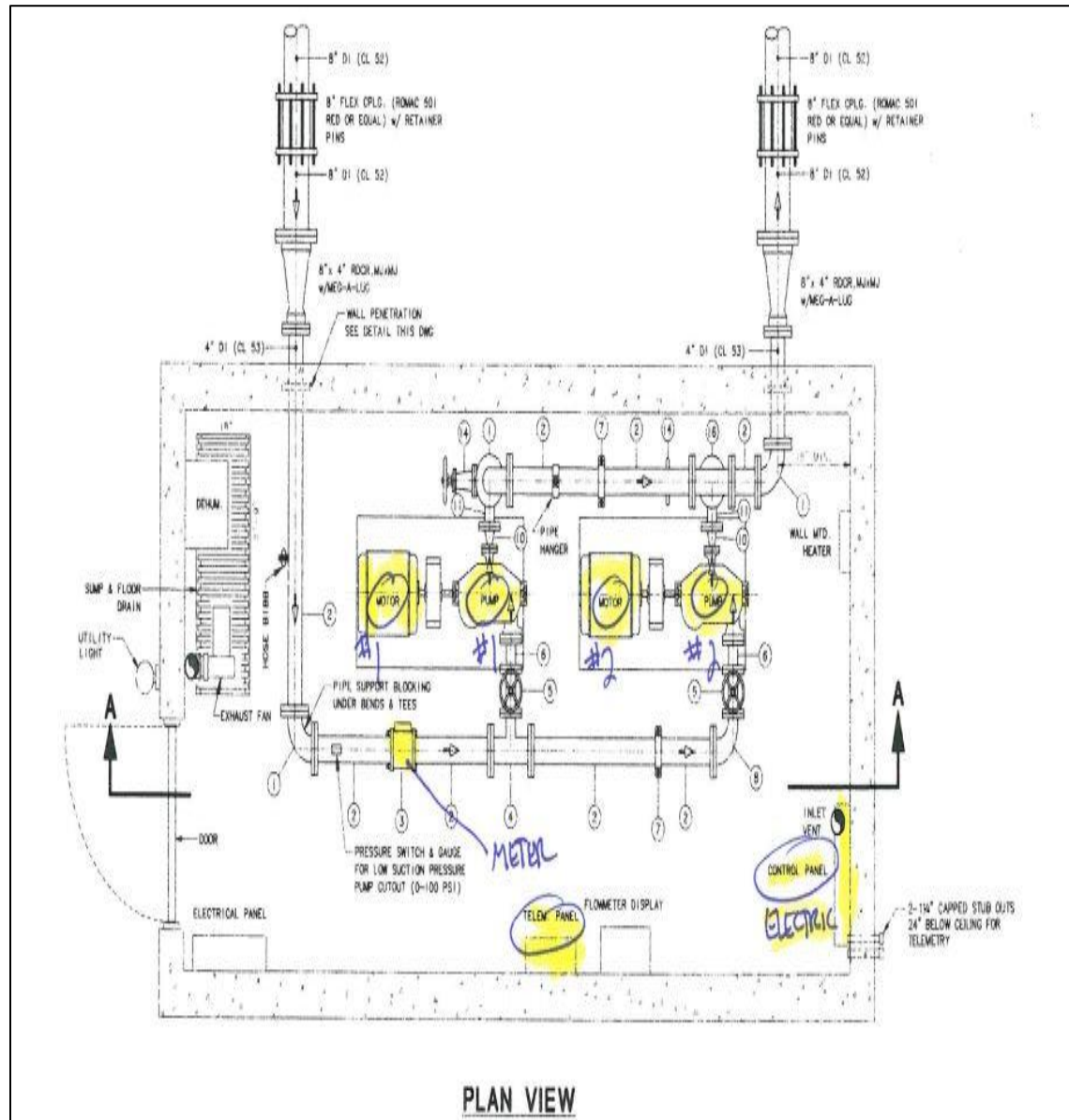
- **Cross**

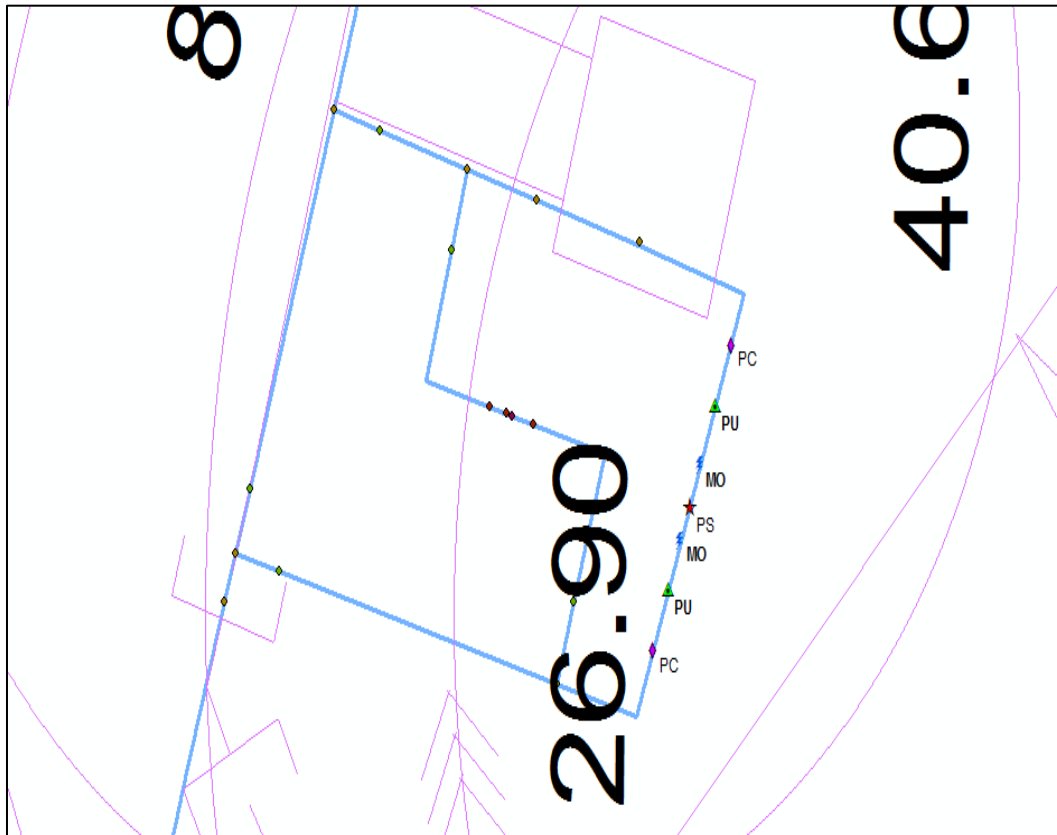


- **BF**



○ Mark Up Examples

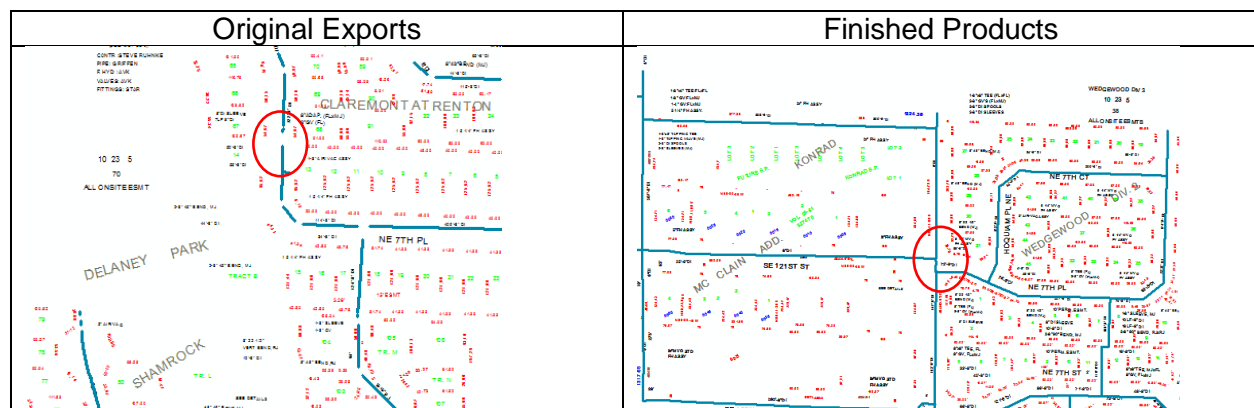


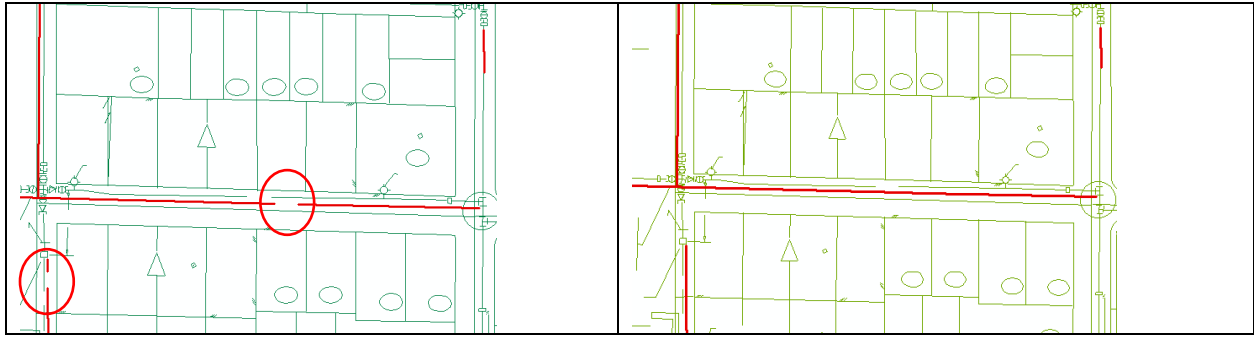


- Assets that should be captured in a point-type format include all assets except pipe, abandoned pipe, easement, and parcels

1.5 Layer Type Specific Requirements – Lines and Polylines

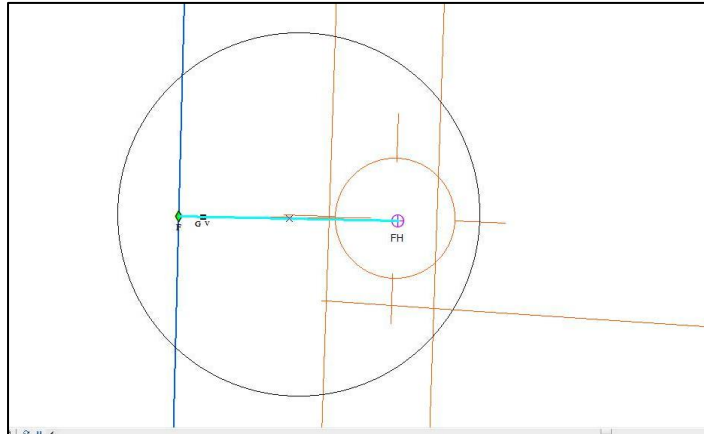
- Line features includes pipe, abandoned pipes, and short pipes in between assets (Fittings, Gate Valves, Fire Hydrants).
- Pipes that should be captured as one feature type e.g. main pipes should be drawn in one line/feature layer continuously



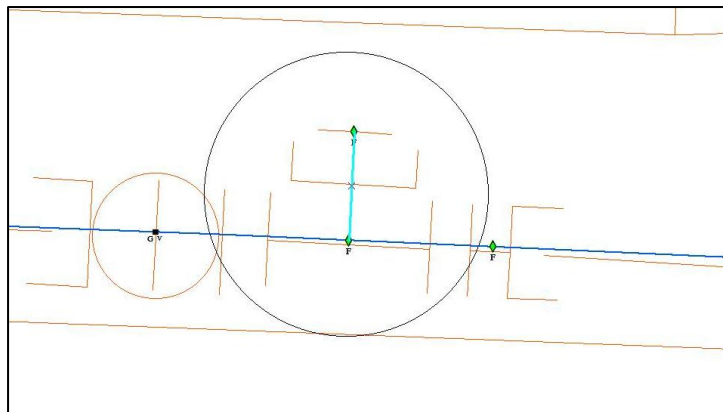


- The short pipe that connects pipes (for example, pipes in the fitting, pipes for fire hydrants, etc.) should be drawn separately but connected to pipe assets

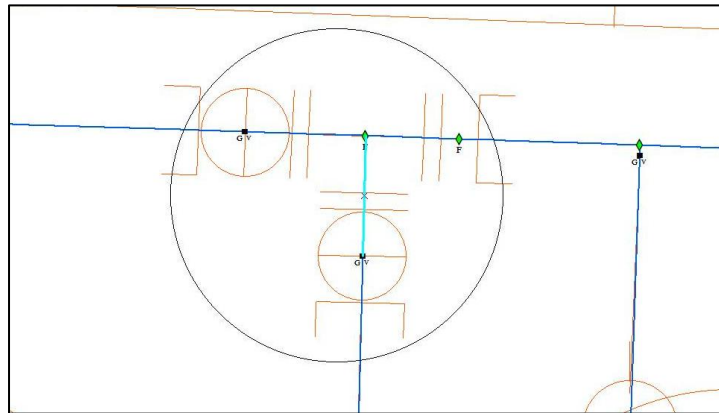
- **Fire Hydrants**



- **Fittings**



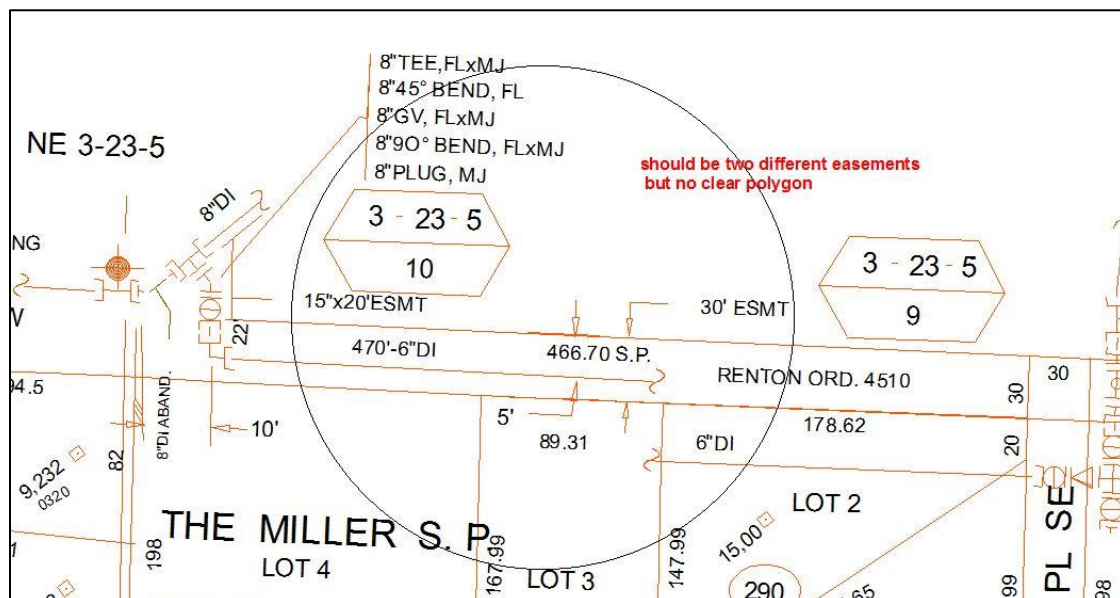
- **Gate Valves**



- Pipe (long and short) shall not be broken by other assets outline or periphery; it needs to be continuous line and break must be based on the center points of the connecting assets not on the circumference or periphery

1.6 Layer Type Specific Requirements – Polygon

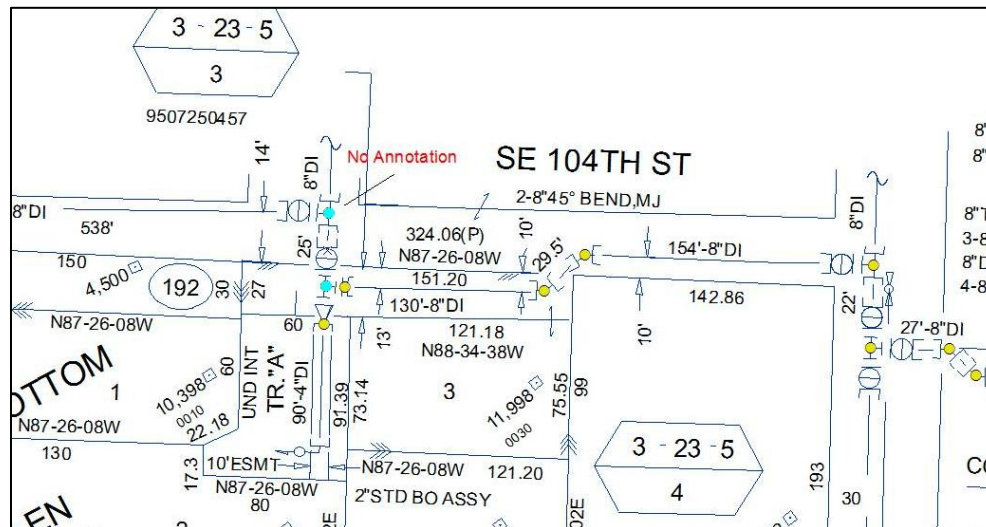
- Polygon features include Easement, ULID, and Details. Current polygon has no polygons. Current polygon did not include Easement or ULID. All of them were drawn using polylines. If blank or non-required layers are used, those should be dropped from CAD.



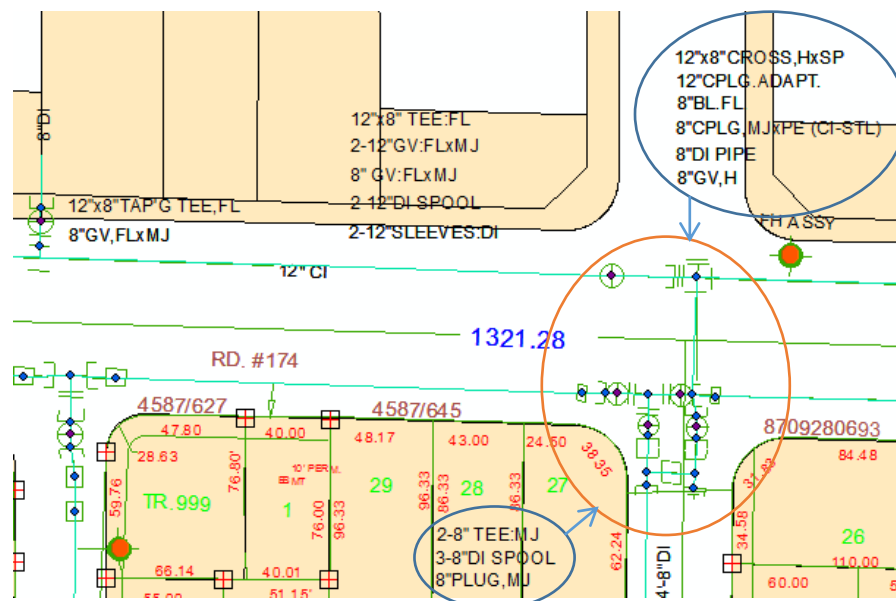
- Each polygon should capture one easement or parcel

1.7 Layer Type Specific Requirements – Annotation

- All other attributes should be captured in the annotation. For example, a TEE in the fittings also need inlet / outlet types, inlet/outlet sizes, etc.



- Example of Reading Difficulty of Annotation- There is no way to tell which annotation is connected to which drawing. So, all annotations should be in proper location to understand attributes clearly.



- A list/table of what information is needed for annotation will be captured in an excel or tabular file so the annotation can get all other attributes when needed. Example excels are shown below. Actual layer attributes per layer can be found in the GIS layer provided to KCWD90. Things that are needed to be captured in attributes must be present in annotations.

○ AirVac

AV_F

OBJECTID *	Shape *	ID_Number	Size	ID_Type	Asset_ID	Make	Model	Manu_Year	Inst_Year	Lat	Long	Location	Combo	Tested	Condition	Review1	Review2	Review3	ID_Section
1	Point	2	2"	AV	AM0302002			<Null>	<Null>	0	0		No	No					C2
2	Point	6	2"	AV	AM0302006			<Null>	<Null>	0	0		No	No					C2
3	Point	7	2"	AV	AM0302007			<Null>	<Null>	0	0		No	No					C2
4	Point	5	2"	AV	AM0302005			<Null>	<Null>	0	0		No	No					C2
5	Point	1	2"	AV	AM0302001			<Null>	<Null>	0	0		No	No					C2
6	Point	8	2"	AV	AM0302008			<Null>	<Null>	0	0		No	No					C2
7	Point	3	2"	AV	AM0302003			<Null>	<Null>	0	0		No	No					C2
8	Point	4	2"	AV	AM0302004			<Null>	<Null>	0	0		No	No					C2
9	Point	1	2"	AV	AV0309001			<Null>	<Null>	0	0		No	No					C9
10	Point	2	2"	AV	AV0407002			<Null>	<Null>	0	0		No	No					D7

○ Blow Off

BO_F															
OBJECTID *	Shape *	ID_Number	Size	ID_Type	Asset_ID	Inst_Year	Lat	Long	Location	Condition	IsoValveDi	Review1	Review2	Review3	ID_Section
1	Point	3	2"	BO	BO0407003	<Null>	0	0			0				D7
2	Point	2	2"	BO	BO0407002	<Null>	0	0			0				D7
3	Point	1	4"	BO	BO0407001	<Null>	0	0			0				D7
4	Point	3	4"	BO	BO0401003	<Null>	0	0			0				D1
5	Point	2	0	BO	BO0401002	<Null>	0	0			0				D1
6	Point	1	0	BO	BO0401001	<Null>	0	0			0				D1
7	Point	4	4"	BO	BO0402004	<Null>	0	0			0				D2
8	Point	8	4"	BO	BO0402008	<Null>	0	0			0				D2
9	Point	9	4"	BO	BO0402009	<Null>	0	0			0				D2
10	Point	1	4"	BO	BO0402001	<Null>	0	0			0				D2

○ Easement

EASEMENT_F															
OBJECTID	Ease_Num	Record_Num	Parcel	Address	Type	Lat	Long	Township	Range	Section	Comments	ID_section	SHAPE_Leng	Shape_Length	Shape_Area
1					POWER	0	0	0	0	0	100 ft Power ESMT	A2	1704.723833	1704.723833	76139.774896
4					PERM	0	0	0	0	0	15 ft PERM ESMT	A2	1395.822313	1395.822313	9161.502935
5					DRAIN	0	0	0	0	0	309 079711	A2	309.079711	309.079711	1581.889728
6					DRAIN	0	0	0	0	0	12 ft DR ESMT	A2	313.260979	313.260979	1735.322811
8	5	9507250454				0	0	3	23	5	10-15 ft ESMT	A2	1338.430809	1338.430809	9402.45644
10	10					0	0	3	23	5	15' x 20' ESMT	A2	117.651981	117.651981	568.040669
11	9	8708120165			DRAIN	0	0	3	23	5	EX 30' DRAINAGE ESMT	A2	975.283708	975.283708	25385.729865
12					WATER	0	0	0	0	0	10' WATER ESMT	A2	411.617874	411.617874	1946.464648
13	8R	9609111380				0	0	3	23	5	10' ft ESMT	A2	626.678875	626.678875	3057.149345
14					DRAIN	0	0	0	0	0	10 ft DR ESMT	A2	292.145153	292.145153	1267.001932
15					DRAIN	0	0	0	0	0	10 ft DR ESMT	A2	420.619646	420.619646	1992.741724

- All markup features from clients should be captured in the annotation if the information was captured in the PDF or other hand drawings.

