

"WORKING TOWARD A BETTER ENVIRONMENT"

Valley View
SEWER DISTRICT

**AGREEMENT FOR CONSTRUCTING
EXTENSIONS TO THE SEWER SYSTEM**

EXTENSION: _____

THE DEVELOPER: _____

DATE: **FROM** _____ **TO** _____

VALLEY VIEW SEWER DISTRICT

CONTRACT DOCUMENTS FOR DEVELOPER CONSTRUCTED SANITARY SEWER EXTENSIONS

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Adopted by Resolution No. _____
Dated: _____

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GENERAL PROVISIONS

G-1 DEFINITIONS

- a. "District" means Valley View Sewer District, its Board of Commissioners and authorized representatives, and the District's Engineer.
- b. "District Engineer" means the engineering firm, and that firm's representatives, which may be retained and assigned by the District Board of Commissioners to act as the Engineer to design and prepare the Plans for the work to be performed under this Agreement, or to review the Plans designed by the Developer Engineer pursuant to this Agreement.
- c. "Developer" means the owner or owners of property to be benefited by the proposed extension, including 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 subject to the review and approval of such Plans by the District Engineer at the Developer's sole cost and expense.
- e. "Contractor" means the person or firm employed by the Developer to do any part of the work, all of whom shall be considered agents of the Developer.
- f. "Work" means the labor, materials, superintendence, equipment, transportation, supplies and other facilities necessary or convenient to the completion of the proposed extension described in the application contained herein.
- g. "Design" means the preparation of the Plans for the extension to the District's sewer collection system.
- h. "Plans" means drawings, including reproductions thereof, of the work to be done as an extension to the District's sewer collection system, approved by the District Engineer, and approved by the District Board of Commissioners.
- i. "Specifications" means the directions, provisions, standards and requirements approved by the District Engineer and as approved by the District Board of Commissioners, for the performance of the work and for the quantity and quality of materials.
- j. "Otherwise specified, or As specified" means the directions contained in the Plans, special specifications, if any, and otherwise as given by the District, related to the performance of the work other than in these General Specifications.
- k. "Developer Extension Improvements," "extension improvements," "extension," or "improvement" means the sewer improvements referenced in the application to construct extensions to the District's collection system contained in this Developer Extension Agreement.
- l. "General Facility Charge" means the charge to property owners seeking to connect to the District's sewer system, as a condition to granting the right to so connect, in addition to the cost of such connection, such reasonable connection charge pursuant to RCW 57.08.005, as the Board of Commissioners shall determine to be proper, in order that those property owners shall bear their equitable share of the cost of the system.

- m. "Local Facility Charge" means the charge to property owners seeking to connect to the District's Sewer System to serve real property abutting or adjacent to local sewer facilities for which the property owner has not paid an equitable share of the cost of such system pursuant to RCW 57.08.005 by either:
 - 1. Installation of such facility by the Developer Extension Agreement.
 - 2. Payment of a latecomer reimbursement obligation or participation in a ULID which installs such system.
 - 3. Payment of a charge for such system as established by the District for a District financed facility.

The property owner shall pay the local facility connection charges, in addition to District General Facility Charges, System Facility Charges, and Charge In Lieu of Assessment.

- n. "Special Connection Charge" means the charge to property owners seeking to connect to the District's Sewer System to serve real property abutting or adjacent to local sewer facilities for which the property owner has not paid an equitable share of the costs of such system, subject to a System Facility Charge, and/or Charge In Lieu of Assessment, previously established by the District, pursuant to RCW 57.08.005
- o. "Reimbursement Agreements"
 - 1. "Latecomer" means property owners seeking to connect sewer facilities installed and paid for by other Developers who are entitled to reimbursement pursuant to RCW 57.22.020, for which the property owner has not paid an equitable share of the cost of the system. A latecomer shall pay a reimbursement charge to the developer installing such local facilities, or to the District, if such local facility is either District financed extension or the latecomer reimbursement obligation has expired. Such latecomer reimbursement charge paid pursuant to this section shall be in lieu of any facility charge.
- p. Oversizing/Overdepth Agreements
 - 1. "Oversizing Agreement" means reimbursement by the District to the Developer installing a sewer extension for the difference in the costs of materials only between an 8" main extension to be installed under the Developer Extension and oversized main such as 12" required by the District. To be eligible for oversizing reimbursement, the Developer shall be required to have a signed Oversizing Reimbursement Agreement with the District prior to the installation of the main which is the subject of oversizing reimbursement.
 - 2. "Overdepth Agreement" means reimbursement by the District to the Developer installing a sewer extension, for the difference in the cost of materials and installation between installing the sewer extension at the depth required for the Project and Property referred to in this Agreement and the depth required by the District to serve other properties in the service area where the Property is located. To be eligible for overdepth reimbursement, the Developer shall be required to have a signed Overdepth Agreement with the District prior to the installation of the main which is the subject of oversizing reimbursement.

G-2 PURPOSE

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

G-3 **THE DEVELOPER TO BE INFORMED**

The Developer shall 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.

G-4 **AUTHORITY OF DEVELOPER ENGINEER**

The Developer may (a) have the District Engineer design and prepare the Plans, and shall reimburse the District for all costs and fees incurred by the District to have the District Engineer prepare such Plans, or (b) have its own engineer (Developer Engineer) design and prepare the Plans, provided the District Engineer shall review the Plans for conformance with the District's standards and specifications at the Developer's sole cost and expense. Developer Engineer shall only have authority to design and prepare the Plans for the extension to the District's Sewer Collection System. The Plans shall conform in all respects to District standards and specifications and must be approved by the District Engineer and the District Board of Commissioners prior to commencement of work. The District shall have the sole right to approve or reject the Plans or require changes to be made to them. Failure of the District to require changes in the Plans prior to approval of them shall not be deemed a waiver of the District's right to require such changes in the Plans as the District may deem necessary. Any changes or modifications to the Design or Plans for the work during construction shall be approved by the District prior to such changes or modifications. It is the responsibility of the Developer to ensure that the Plans prepared by Developer's Engineer conform in all respects to District Specifications. Failure by the District to discover errors, omissions or discrepancies in the Plans shall not relieve the Developer of this responsibility.

G-5 **AUTHORITY OF DISTRICT**

The District shall have authority to approve, reject or require changes in Plans prepared by Developer Engineer. The District shall also have authority to require such changes in the Plans as the District may deem necessary. The District shall have general supervision and direction of Work and shall have authority to stop work, whenever in the opinion of the District, the Work is not proceeding in accordance with the Plans and Specifications. 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 which do not conform with approved Plans and Specifications and to decide questions which may arise in the execution of the Work. The District and the District Engineer shall further have the authority to reject any construction and installation that conforms to the approved design of the Project, but does not function properly, as determined by the District and the District Engineer. An example of improper functioning is sewage back-up in the line due to inadequate slope. The determination of the District and the District Engineer shall be final. 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 part of the work or materials.

G-6 **OWNERSHIP OF PLANS**

The originals of all Plans prepared by Developer Engineer shall be delivered to the District upon completion of the Plans and shall become the property of the District. Neither the Developer nor Developer Engineer shall have any rights of ownership, copyright, trademark or patent in the Plans.

G-7 **SELECTION OF DEVELOPER'S ENGINEER**

Should the Developer elect to use its own licensed professional engineer to design and prepare the Plans, **the Developer shall notify the District in writing of the person or firm proposed to do the Design at the time of the Developer's submission of this Agreement to the District for execution.** The Developer shall not employ any person or firm for any part of the Design work that the District may

object to as incompetent, unfit or irresponsible. Nothing contained in this Agreement shall create any contractual rights between the District and any person or firm employed by the Developer to design and prepare the Plans.

G-8 INSPECTION AND TESTS

All work shall be subject to full-time inspection by the District. The District shall at all times have access to the work wherever it is in preparation or progress, and the Developer shall provide proper facilities for such access and inspection. The Developer shall make tests of the work at 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 two business days of notification by the Developer. Work shall not be covered up without consent of the District, and if it should be covered without such consent, it must be uncovered for inspection at Developer's expense. Such inspections and tests shall not relieve the Developer of any of its responsibilities under this Agreement.

G-9 FINAL INSPECTION AND ACCEPTANCE

All material and completed work are subject to final inspection by the District, which shall have the right to subject any portion thereof to such tests as in the opinion of the District shall be necessary to determine whether the Work complies with the Plans and Specifications.

G-10 PLANS AND SPECIFICATIONS ACCESSIBLE

The Developer shall have one copy of the approved Plans and Specifications accessible at all times at the site of the installation of the work/extension improvements.

G-11 OMISSIONS AND DISCREPANCIES

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

G-12 QUALITY OF MATERIALS AND WORKMANSHIP

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

G-13 COMPLIANCE WITH PUBLIC AUTHORITY

The Work shall be done in accordance with regulations of each public authority, including the City, King County, public health departments, and municipalities which may have jurisdiction over the manner and quality of performance of the Work; provided, however, in the event any other public authority's standards and regulations applicable to the Work are less stringent than the District's, the District's standards and specifications shall prevail. The Developer shall enforce discipline and good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the work assigned to such person. Employees or agents of the Developer who may impair the quality of the construction shall be removed from the Work upon the written request of the District.

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

G-14 **MATERIAL AND EQUIPMENT LIST**

The Developer shall file a material and equipment list with the District **no later than fourteen (14) calendar days prior to** the beginning of construction, including 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 list is filed shall not be deemed a waiver of the District’s right to reject such materials or equipment at a later time.

G-15 **DETERMINATION OF “AS EQUAL”**

The District and its Engineer shall determine in their sole discretion whether supplies or material qualify “as equal” substitutions under the Plans and Specifications.

G-16 **PERMITS**

The Developer shall not begin work until all necessary permits have been issued by public authority, i.e., City or County Right-of-Way Permits if applicable. The District or District Engineer shall make application to the City or County agency involved for the Right-of-Way Permits prior to the preconstruction meeting. 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 such permits.

G-17 **POINTS AND INSTRUCTIONS**

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

G-18 **RESTORATION OF IMPROVEMENTS**

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

In areas where restoration of existing improvements will be necessary and to provide records of existing improvements, the Developer shall provide photographs or videos before and after construction, as required and acceptable to the District.

G-19 ACCESS

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

G-20 DEVELOPER'S SUPERVISION

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

G-21 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 (2) years after the Work has been accepted by the District (Maintenance Period). 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 within a reasonable time as determined by the District. If not so commenced, or, in emergency, when damage may result from delay, such correction or replacement may be made by the District at the expense of the Developer. The Developer shall reimburse the District, upon demand, for any expense resulting from defects which appear within two years after acceptance of the Work including actual damages, cost of materials and labor expended by the District in making emergency repairs, cost of engineering, inspection and supervision by the District or the Engineers, and attorneys' fees and costs incurred by the District as a result thereof.

G-22 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.

G-23 LIABILITY INSURANCE

The Developer shall procure commercial general liability and automobile liability insurance on an occurrence basis against liability to the Developer, the District, the District's elected and appointed officers, officials, employees, agents and volunteers in the amounts and with the coverages as set forth in the Appendix, "Insurance Requirements".

G-24 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, Developer's 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, attorneys' 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.

G-25 EXISTING UTILITIES OR OBSTRUCTIONS

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 relieve the Developer of responsibility for repairing any damage the Developer's 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 notify the District immediately of any damage to District property or property of others. In the event of an emergency, to be determined by the District, repairs shall be made immediately. In the case of such an emergency, and repairs are not made immediately, the District, at the sole cost of the Developer, may make such repairs. No repairs, either temporary or permanent, shall be made to existing District facilities without first notifying the District. 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.

G-26 CLEANUP

The construction site shall be kept clear during the progress of the Work. Before the Work shall be considered complete, the Developer shall clean out ditches that may have been filled during the Work, replace damaged surfacing, remove surplus materials and trash, properly 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 and streets adjacent to or within the limits of the project open to and maintained in a good and safe condition for traffic at all times per the District, City, or County requirements. The Contractor shall remove, on a daily basis, any deposits or debris which may have accumulated on the roadway surface as a result of construction operations. Removal shall be performed on a more frequent basis should the District determine that such removal is necessary. Any damage resulting from the Contractor's operation shall be repaired by the Contractor at no expense to the District.

G-27 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 same should be necessary, and the Developer shall, on request, reimburse the District for 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.

G-28 PROTECTION OF WORK AND PROPERTY

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

G-29 **ROYALTIES AND PATENTS**

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

G-30 **LAWS TO BE OBSERVED**

The Developer and the Contractor shall comply with all federal, state, and local laws, ordinances and regulations that affect the Work.

G-31 **OTHER WORK**

The District has the right to let other contracts for other work which may affect the Work. Other persons performing such other work shall be afforded reasonable opportunity by the Developer herein for introduction and storage of their materials and execution of their work. The Work and such other work shall be properly coordinated and connected.

If any of the Work depends on the proper execution of the work of any other persons, the Developer shall inspect and promptly notify the District in writing of any defects in such other work which render it unsuitable for the execution of the Work. Developer's failure to inspect and notify the District shall constitute acceptance of the other work as suitable.

G-32 **CONTRACTORS**

At least five (5) business days prior to the start of work by any person or firm, the Developer shall notify the District in writing of the name of the 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.

G-33 **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. All flaggers shall be certified and carry in their possession a card that verifies they have successfully completed training to become a Certified Flagger. The District may require the construction of two-way bridges of approved construction on streets with high traffic volume. Where detours are built, they shall be graded and maintained to the satisfaction of the District.

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

G-34 **NO DISCRIMINATION IN EMPLOYMENT**

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

G-35 **SANITATION**

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

G-36 **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, including attorneys' fees and costs incurred on account thereof.

G-37 **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.

G-38 **EASEMENTS**

All 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 offsite 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 Engineer with supporting data to verify the location of all easements. All easements shall be a minimum of fifteen (15) feet in width, and shall be clearly written in a manner that the easement can be plotted from the description. In all unimproved easements, as determined by the District, pipe markers shall be installed per District specifications. In the event that legal services are required related 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. The 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. All easements shall be obtained on the District's Easement Form, as well as recorded on the face of the final plat, if applicable.

G-39 **CONFINEMENT OF CONTRACTOR'S OPERATIONS**

The Contractor shall confine construction activities within the property of the Developer and the limits of easements and construction/right-of-way permits outside of Developer's property. All work on easements and permit areas outside 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 Developer. Equipment and materials storage shall be confined to Developer's property. Pipe placed on public rights-of-way shall be a safe distance from any traveled road in such manner as to avoid accidental rolling onto the road. No driveways shall be blocked. Lighted

barricades in an adequate number and location pursuant to federal, state, county and local regulations shall be provided.

G-40 SPECIFICATIONS INCORPORATED BY REFERENCE

Where federal, American Water Works Association (AWWA), American Society for Testing and Materials (ASTM), Washington State Department of Transportation (WSDOT), American Public Works Association (APWA), King County or any other standard specifications are referenced to or included by reference herein, the latest issue and/or amendment thereto published at the date of approval of the Agreement by the District shall be incorporated in the contract by said reference as if set forth herein in full. Should a conflict exist between the approved design drawings and any standard specifications or details referenced herein, the approved design drawings shall prevail.

G-41 AS BUILT DRAWINGS

The Developer/Contractor shall maintain on the jobsite project plans and drawings marked to indicate District-approved plan revisions made in the field and other details of construction. All sewer features, such as manholes, rim and invert elevations, etc. shall be surveyed upon completion of construction and the resulting information included on the drawings. The Developer shall be responsible for the preparation and cost of any required As Built drawings of the extension improvements.

Hard Copies: The Developer/engineer shall submit a clear and legible copy of the as-built of the project either as copy or as a PDF and as an AutoCAD file prior to final acceptance of the extension improvements.

Electronic data: All relevant structures shall be survey located. The survey location of the points shall be based on the Washington State Plane North Coordinate System, NAD 83/91 horizontal datum and NAVD 88 vertical datum

The As-Built submittal shall include a text document identifying the method of collection: RTK, GPS, or conventional survey and the published survey grade reference points used to establish the coordinate datum. Alternately, projects surveyed using RTK constrained to the Washington Reference Station Network as their method of establishing the coordinate datum, will be accepted.

The survey data can be included as point blocks in a digital ACAD file, may be submitted as an ESRI shape file, or may be submitted as an ASCII point file. All points must be attributed to include the type of structure and the following items (in addition to geographic location):

Sewer System

<u>Component</u>	<u>Location Point</u>	<u>Attributes</u>
Manhole	Center of Lid	size, type, mfg, yr, depth, inverts (direction, elev, pipe size/material)
Pump Station	Center of Hatch	size: top, bottom, and invert elevations
Side Sewer Stub	Depth, length	Size, stationing
Sewer Wad	Center of Lid	size, type, mfg, yr, depth
Force Main Valve	Center of Lid	size, type, mfg, yr, closed/open
Force Main C. O.	Center of Lid	size, type, mfg, yr
Manhole	Base, Barrel, Cone	mfg, size
Force Main	Center of Lid	size, type, mfg, yr

G-42 GOVERNING LAW/FORUM

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

G-43 REIMBURSEMENT APPLICATION

The Developer may apply for a reimbursement agreement with the District pursuant to RCW 57.22.020 in the form herein. The application for a reimbursement agreement shall be made to the District within thirty (30) days of the District's final acceptance of the extension improvements; thereafter, Developer's right to apply to the District for such a reimbursement agreement shall expire and no longer exist.

G-44 NO THIRD PERSON SHALL HAVE ANY RIGHTS HEREUNDER

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

G-45 PERFORMANCE GUARANTEE/MAINTENANCE GUARANTEE

Before construction can proceed the Developer shall provide the District a Performance Guarantee, which can be in the form of a Surety Performance Bond or Cash Performance Bond in the form and with terms and conditions, as required by the District. The amount shall be determined by the District Engineer's cost estimate for the utility improvements, or by the Contractor based on bid prices for the work, whichever is greater, as approved by the District. A two-year Cash Maintenance Bond equal to twenty percent (20%) of the Performance Guarantee or \$10,000, whichever is greater, shall be provided by the Developer after the sewer extensions have been approved and accepted by the District Board of Commissioners.

G-46 PRECONSTRUCTION MEETING

After the Plans have been approved by the District the Developer shall contact the District to schedule a Preconstruction Meeting. **Construction of the sewer improvements for 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.

G-47 SEVERABILITY

If any part or provision of this Agreement is held invalid or unenforceable as written, the Parties agree that this Agreement shall be deemed to have failed of its essential purpose and may be terminated by the District. Written notice to the Developer.

SEWER EXTENSIONS

VALLEY VIEW SEWER DISTRICT
DEVELOPER EXTENSION CHECKLIST
SEWER

Name of Development _____

DEVELOPER

CONTRACTOR

Name: _____ Name: _____

Designate Developer status: _____ Address: _____

corporation;

partnership;

joint venture;

limited liability company;

sole proprietorship

Telephone: _____

Contractor's Registration No.: _____

Contractor's Email: _____

DEVELOPER ENGINEER

Name: _____

Address: _____ Address: _____

Telephone : _____ Telephone: _____

Contact Person: _____ Contact Person: _____

Email: _____ Email: _____

Assigned District Engineer: _____

Project Location (include common street address): _____

This Project is: Single Family

Multifamily

Commercial

Other/Explain: _____

Would commercial use require pretreatment of sewage? Yes No

The proposed project will be commenced on or before _____ and will be completed on or before _____

<u>DATE</u>	<u>ITEM</u>	<u>RESPONSIBLE PARTY</u>
-------------	-------------	--------------------------

A. Preliminary

_____	1. Application Form completed	Developer
_____	2. Initial fees paid:	Developer
_____	a. Application Fee \$ 500.00	
_____	b. Cash Deposit \$5.00/ft. Minimum deposit \$2,500.00	

_____	3. Application approved	District
_____	4. Developer Engineer approved (if applicable)	District
_____	5. Agreement approved	District

B. Required before plans are started by District Engineer or Developer Engineer

_____	1. Preliminary plat, if applicable	Developer
_____	2. Contour map with 5' or less contour intervals (hard copy and electronic versions as appropriate)	Developer
_____	3. Road and storm system plans and profiles filed with District Engineer (hard copy and electronic versions as appropriate)	Developer

C. Required if Plans prepared by Developer Engineer (if applicable)

_____	1. Items 1, 2, and 3 of B above completed and submitted to District Engineer	Developer
_____	2. Conceptual plan prepared	Developer Engineer
_____	3. Pre-design meeting	Developer Engineer, District, District Engineer
_____	4. Preliminary design submitted to District Engineer (2 copies)	Developer Engineer
_____	5. Preliminary design approved	District Engineer
_____	6. Final Plan submitted (2 copies)	Developer Engineer
_____	7. Final Plan approved	District, District Engineer

D. Required before extension is staked in field

_____	1. Plans and Specifications	District Engineer, Developer Engineer
_____	2. Sections A, B, and C, of Developer Extension checklist completed	District
_____	3. Application for Federal, State, City, and/or County permits	District or District Engineer
_____	4. Approval of contractor	District
_____	5. Performance Bond	Developer
_____	6. Certificate of Insurance	Developer and Contractor

_____	7. DOE approval received (if required)	
_____	8. Control staking in place (property boundary lines, street center lines, etc.)	Developer
_____	9. Metro, SWSSD, or Midway Sewer District, Approval Received	Developer Engineer
_____	10. All Necessary Fees Paid, and DDA in a 'current' status.	Developer
_____	a. Application Fee	
_____	b. Footage Charge	
_____	c. Others:	
_____	11. Preconstruction Meeting	District, District Engineer, Developer, Developer Engineer, Contractor
_____	12. Material and Equipment List submitted prior to the Preconstruction Meeting	Contractor

E. Required before construction begins

_____	1. Construction stakes in place	District/Developer Engineer
_____	2. Preconstruction photographs/video	District and Developer
_____	3. 48-hour notice of construction start	Developer
_____	4. Material and Equipment List Approval – prior to construction	District, District Engineer

F. Required before any service is connected: Final Acceptance

_____	1. Approval of Construction	District
_____	2. DOE approval (if required)	District
_____	3. Easements provided and approved	Developer/District
_____	4. Bill of Sale provided and approved	Developer/District
_____	5. General Facility Connection Charges paid	Developer/District
_____	6. Systems Facility Charges paid	Developer/District
_____	7. Latecomer Charges paid	Developer/District
_____	8. All extra charges paid	Developer
_____	9. Additional inspection/engineering fees paid \$ _____	Developer

- | | | |
|--|------------------------------------|-----------|
| | 10. Two-year Cash Maintenance Bond | Developer |
| | 11. Project Acceptance | District |

G. Maintenance Period

- | | | |
|--|--|----------|
| | 1. Final inspection/system cleaning – CCTV inspection for release of maintenance bond to be accomplished no later than two (2) years from date of acceptance | District |
| | 2. Release of Cash Maintenance Bond | District |

H. Latecomer Reimbursement Agreement (if applicable)

- | | | |
|--|---|--------------------------------|
| | 1. Application shall be made within 30 days of the District’s final acceptance of an extension facility | Developer |
| | 2. Payment of nonrefundable fee (initial) | Developer |
| | 3. Preliminary Review and set-up of reimbursement contract/estimate of total fees | District Engineer |
| | 4. Applicant to review estimate and notify District to proceed | Developer |
| | 5. Complete Reimbursement Agreement | District,
District Engineer |
| | 6. Record contract with County | District,
District Engineer |

I. Miscellaneous

- | | | |
|--|---|------------------------|
| | 1. Bill of Sale furnished | District |
| | 2. Easements recorded | District |
| | 3. As-built drawings furnished | Developer
Engineer† |
| | 4. Excess inspection fees refunded: \$_____ | District |

†NOTE: **All sewer manholes shall be located by survey after construction and the manhole rim and invert elevations determined.**

VALLEY VIEW SEWER DISTRICT DEVELOPER EXTENSION AGREEMENT

THIS DEVELOPER EXTENSION AGREEMENT is effective this ____ day of _____, 20____, by and between _____ (the “Developer”) and VALLEY VIEW SEWER DISTRICT, a municipal corporation of the State of Washington (the “District”).

Project address: _____
Property Tax Lot Number(s) _____
Property legal description: _____

[include or attach legal description]

The undersigned, as the Developer herein, hereby makes application to the Commissioners of Valley View Sewer District, as the District herein, for permission to construct and connect a private extension to the District’s existing sewer system as herein provided and pursuant to Chapter 57.22 RCW to serve the real property referenced above. If this application is accepted, the undersigned, in consideration of the mutual promises and covenants herein contained, agrees to the terms and conditions of this Developer Extension Agreement and as follows:

1. Description of Extension

The proposed extension will consist of approximately ____ lineal feet of sewer pipe and appurtenances and shall be installed in accordance with this Agreement and with Plans and Specifications approved by the District.

2. Developer Solely Responsible for All Project Fees and Expenses

Developer shall be solely responsible for payment of all fees, costs, and expenses associated with the Project, including all design, administration and construction expenses.

3. District Not Authorized to Extend Credit: Developer to Maintain Adequate Deposit Account Balance

District is not authorized to extend credit to Developer at any time. At the time of approval of a Developer Extension Agreement, District will establish a Developer’s Deposit Account (DDA) for handling all financial transactions between Developer and District. The amount of the initial cash deposit provided to the District by the Developer as well as possible additional required cash deposits into the DDA will be as described in section 4.c. of this Agreement. Failure of Developer to maintain an adequate credit balance in the DDA to cover anticipated costs, or to reimburse District in a timely manner for outstanding costs, will be subject to the provisions of Section 4.e. of this Agreement.

4. Fees to be paid by the Developer

- a. Developer Extension Application Fee: A nonrefundable fee of \$500.00 **shall be paid at the time of making application to the District** as a fee for review of the application and for initial services of the District Engineer to determine the availability of District sewer service to the proposed project.
- b. Additional Fees and Administrative Costs.
During Design, Construction and Closeout of the Project the Developer may be required to pay additional fees and costs to the District. Possible additional fees include:
- Survey costs for survey work performed by District
 - Engineering design costs for design work performed by District
 - Technical design review costs
 - Right-of-way permit fees
 - Outside agency inspection costs
 - Construction engineering and inspection costs including video recording of sewer mains
 - All District legal expenses associated with Project
 - Connection Charges
 - All other expenses incurred by District in relation to the Project.

All Engineering and Legal fees and costs will be charged on an actual cost, plus 15% Administrative overhead basis.

- c. Cash Deposits. Owner agrees to pay the District a cash deposit equal to Five Dollars and no/100 (\$5.00) per each foot of sewer line to be installed with a minimum of Two Thousand Five Hundred Dollars and no/100 (\$2500.00), at the time of the submission of this Agreement to the District. This Deposit shall be made to the DDA by Developer in advance of incurring anticipated costs to avoid causing District to extend credit. If actual expenses exceed the amount in the DDA, Developer shall pay, within 10 days of notification by District, the deficit, the outstanding amount plus the amount projected by District as necessary to cover anticipated remaining expenses. Payment within 10 days shall constitute maintaining the DDA in a “current” status. Failure to make payment within 10 days will be considered as failure to keep the DDA current, and the District in its discretion shall have the right to impose some or all of the remedies referenced in section 4e.

The above deposit amounts have been established with the intent to approximate the expenses typically incurred for processing and administering a well-designed and effectively carried out Project. However, they include no allowance for unusual costs incurred by District. Unusual costs may include:

- Property surveys;
- Hydraulic modeling;
- Changes in design or Project layout;
- Excessive construction inspections due to difficult construction conditions or contractor performance issues;
- Project coordination problems beyond the control of the District;
- Errors or omissions by the Developer, its engineer, contractor or agents;
- Unusual negotiations necessary to resolve issues related to the Project;
- Legal expenses, or;
- Any other unanticipated Project related costs.

- d. The Developer shall pay all Connection Charges owing as a condition of issuance of the first side sewer permit. Connection charges may be owing for:
- 1) Any existing reimbursement agreement with the District applicable to Developer's extension/real property; or
 - 2) Any reimbursement agreement in force and effect applicable to Developer's extension/real property at the time of the District's final acceptance of Developer's extension.
- e. **Remedies Available to District - Unpaid Accounts to Become Liens Against Property**

If Developer fails to pay, when due, any fees or charges, or to reimburse District for any fees, costs, or expenses incurred as a result of District entering into this Agreement, then the outstanding amount shall be delinquent and shall accrue interest at the rate of twelve (12) percent, or at the highest legal rate per annum, whichever is greater, until fully paid. In addition to other remedies, the District shall have the right to:

- File a lien against the Property identified in this Agreement (benefiting property) at any time this Project has an amount owing that has not been paid in full within 30 days of notification by District that the amount or account is in arrears, and;
- Commence foreclosure proceedings of any such lien in the manner established by RCW 57.08.081, or as such statute may be modified or amended, to recover any fee, cost or expense owing the District.

District may also stop work on the Project upon failure of Developer to reimburse District in a timely manner, or if unusual costs are incurred that exceed the amount remaining in the DDA. All work performed by Developer during a period of work stoppage by District due to an insufficient account balance shall be subject to full inspection, or re-inspection, including exposing all buried facilities upon resumption of activity on the project by District.

5. Preparation of Plans by Developer's Engineer.

- a. At the Developer's option, the Developer may have the Developer Engineer prepare the Design and Plans for the extension according to District Standards and Specifications and submit the Design and Plans to the District for review and approval. The Design and Plans prepared by the Developer Engineer shall be subject to the review and approval of the District Engineer and the District, and the Developer shall reimburse the District for all fees, costs and expenses incurred by the District Engineer to review such Design and Plans. Prior to commencing District review of the Design and Plans, the Developer Engineer must prepare and submit to the District Engineer a Preliminary Design and Plan for review by the District. Such plan shall include the road and storm sewer plans and profiles for the project, finished floor elevations of any proposed buildings planned for construction; and contours of the project area with contour intervals of two (2) feet or less. The District shall have the right to require changes in the preliminary Design and Plan as may be deemed necessary.
- b. If the Design and Plans are prepared by the Developer Engineer, after review of the preliminary design and Plan by the District Engineer, Developer's Engineer shall prepare a final Plan incorporating all changes and revisions as required by the District Engineer and submit two (2) copies of the final Plan to the District Engineer. The District Engineer shall then submit copies of the final Design and Plan to the District for review

and approval by the District. Upon receipt of the final Plan, the District shall have the right to require such changes to the final Plan as may be deemed necessary.

- c. Upon receipt of the final approved Design Plan drawings, the District will secure such permits and approvals for the Design and Plan as may be necessary for the District to acquire. Should changes to the Design and Plan be required to receive such permits and approvals, Developer's Engineer shall make all changes as required.

6. Final Acceptance - Conditions Precedent.

The following conditions shall be met prior to final acceptance of the Project work and provision of service to the real property described in this Agreement:

- All terms and conditions of this Agreement, the Drawings and Specifications and other District requirements have been complied with.
- All easement issues have been resolved and easement documents have been submitted to and accepted by District.
- All construction activities have been completed, inspected, and approved by District.
- All Restoration Release forms (if required) have been signed by the property owners affected by the Project and submitted to District.
- All fees, Connection Charges and outstanding financial obligations due to the District have been paid in full, with consideration being allowed for any credits for prior payments and District financial participation in the project.
- The required Close Out Deposit amount has been paid or remains in the DDA.
- The completed as-built surveys and Surveyor's stamped, marked-up drawings have been submitted.
- One copy of the Final Plat drawings that have, or are to be, submitted to the land use jurisdiction, have been submitted to District.
- The minimum sewer outlet elevations (if required to be set) are documented on the face of the plat drawings.
- All documents required for transfer of ownership of the Extension(s) have been submitted, including the Bill of Sale.

7. Procedure for Acceptance.

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

8. Bill of Sale Warranties of the Developer.

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

“Developer owns all component parts of the extension(s) identified in this Bill of Sale free and clear of all encumbrances and Developer has full authority to transfer title thereto to District and will defend the title of District against the claims of all third parties claiming to own the same or claiming any interest therein or encumbrance thereon.”

“All bills and taxes relating to the construction and installation of the extension and appurtenances have been paid in full and there are no lawsuits pending involving the Project. If any lawsuit is filed as a result of, or involving, this project, then Developer will undertake to defend the lawsuit and will accept responsibility for all costs of litigation, including costs on appeal, and will indemnify, defend and hold District harmless from and against any judgment rendered against District.”

“Developer has complied with all laws and ordinances respecting construction of the Project. The extension(s) is in proper working condition, order and repair, and is adequate and fit for the intended purpose of use as a sewer system and as an integral part of District’s system(s), and the extension(s) has been constructed in accordance with the conditions and standards of District.”

“For a period of two (2) years, Developer warrants that from the date of final acceptance of the extension by District, the extension and all parts thereof shall remain in proper working condition, order and repair; and Developer shall repair or replace, at Developer’s expense, any work or material which proves defective during the period of the warranty. When corrections of defects occurring within the warranty period are made, Developer shall further warrant corrected work for two (2) years after acceptance of the corrected work by District.”

All warranties and guarantees specifically required in this Agreement have been obtained with District identified as the Owner/beneficiary, and submitted.

9. Affect of Acceptance.

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

10. Phased Construction.

The extension improvements may be constructed in phases with prior District approval as conditioned and as specifically designated in the Plans and Specifications. Acceptance may also be on a phased basis when all requirements have been met. There will be no conditional acceptance or acceptance as approved by the District for use and operation, except in the event of the replacement of an existing active sewer line which may have to be placed in active service immediately after the completion of, but before the District’s final acceptance of the extension

11. Correction of Defects Occurring Within Maintenance Period.

When defects in the extension improvements are discovered within the maintenance period, the Developer shall start work to remedy any such defects within seven (7) days of notice by the District and shall complete such work within a reasonable time. In emergencies, where damages may result from delay and where loss of service may result, corrections may be made by the District upon discovery, in which case the cost thereof shall be borne by the Developer. In the event the Developer does not commence and/or accomplish corrections within the time specified, the work may be accomplished by the District at its option, and the cost thereof shall be paid by the Developer. The Developer shall be responsible for any expenses incurred by the District relating to, or resulting from defects in Developer’s work, including actual damages, costs of materials and labor expended by the District in making repairs and the cost of engineering, inspection and supervision by the District or the District Engineer.

12. Limitation of Period of Acceptance.

The extension improvements shall be completed and accepted within two (2) years of the date of this Agreement. If the extension is not completed and accepted within the two (2) year period, then this Agreement and all of Developer's rights herein shall terminate and cease. At the District's sole discretion and subject to conditions imposed by the District, this agreement may be extended past the original two (2) year completion date to an extension deadline as determined by the District. In the event the Agreement terminates, the Developer shall be required to make a new application for an Extension Agreement to the District. Any such new agreement entered into between the District and the Developer pursuant to a new application shall be subject to any new or amended resolutions, policies, and fees which have taken effect since the execution of the terminated agreement. All conditions are subject to change.

13. Insurance

The Developer shall procure and maintain for the duration of the Agreement, insurance of the types and in the amounts as set forth in the Appendix herein against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors; provided, prior to the pre-construction meeting, the Contractor shall also be required to provide the District with a certificate of insurance confirming the Contractor maintains general and automobile liability insurance in the same types, coverages and amounts the District requires from the Developer.

14. Indemnification

Developer shall indemnify, defend and hold District, its elected officials, employees and representatives, harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of the Project, except for injuries and damages caused by the sole negligence of District.

Developer shall indemnify, defend and hold District harmless from any liability or expense, including attorney fees, incurred by District by reason of Developer's (or Developer's employees or contractors) breach of any covenant contained in any franchise or permit granted by state, city, or public or private utility, or any easement granted by a private party to District for the purpose of enabling Developer to undertake construction within any right-of-way or on off-site private property. Developer further agrees that if any official or easement grantor notifies the District that Developer is violating the District's franchise, permit or easement in any respect, or if Developer damages any infrastructure facilities, then District shall give Developer reasonable notice to comply with the franchise or permit or to make repairs or restoration. If District deems it necessary to make any repairs or restoration (emergency or otherwise), then Developer shall, in addition to the indemnification provisions, reimburse District for the cost thereof.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Developer, or Developer's agents, and District, its elected officials, employees, and representatives, Developer's liability hereunder shall be only to the extent of Developer's or Developer's agent's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Developer's waiver of immunity under the Industrial Insurance, Title 51, RCW, solely for the purposes of this indemnification. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

Developer further agrees to indemnify, defend and hold District harmless against all liabilities associated with any of the Developer's agent's failure, or refusal, to waive immunity under Industrial Insurance, Title 51 RCW. The provisions of this section shall survive the expiration or termination of this Agreement.

15. Rates and Charges.

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

16. Warranty of Authority.

The Developer and any additional owners represent and warrant that they are the owners of the real property described in this Agreement and have the power and authority to sign and carry out the purposes of this Agreement. The Developer shall also upon request provide a title report and duly authorized and adopted resolution of the Developer's business entity to the District establishing that the parties executing this Agreement are the owners of all the real property to be served by the extension improvements described herein.

17. Subletting and Subcontracting.

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

18. No Assignment Without District Approval.

Developer's rights and responsibilities arising out of this Agreement are not assignable or transferable unless District consent is obtained in writing, as conditioned by the District, prior to any proposed assignment. Written documents, an "Assignment and Assumption of the Developer Extension Agreement," as required by the District of any District approved assignment, shall be filed with the District by the Developer at the time of any assignment.

19. Technical Details and Specifications.

Refer to "Parts Two: Standard Details" for Detail Standards which are attached hereto and made a part of this Agreement.

ACCEPTANCE OF THIS APPLICATION BY THE DISTRICT CONSTITUTES A CONTRACT WITH THE APPLICANT, THE TERMS OF WHICH ARE EACH PARAGRAPH OF THIS AGREEMENT, THE DISTRICT'S MATERIALS, CONSTRUCTION, AND STANDARD DETAILS SPECIFICATIONS SHEETS, THE EXTENSION IMPROVEMENT PLANS AND DESIGN APPROVED BY THE DISTRICT BOARD OF COMMISSIONERS, AND ALL OTHER APPLICABLE DISTRICT REGULATIONS AND WASHINGTON LAW, INCLUDING CHAPTER 57.22 RCW.

THE DEVELOPER, _____

- a corporation,
- a partnership,
- a joint venture,
- a limited liability company,
- a sole proprietorship.

NOTE:

1. If the Developer is a corporation, this Agreement must be executed by its duly authorized representative and the Developer hereby warrants same. A Corporate Resolution authorizing the representative to sign the Agreement must be provided.
2. If the Developer is a partnership, at least one of the general partners must sign this Agreement and indicate his/her/its capacity as such. A Partnership Resolution authorizing the representative to sign the Agreement must be provided.
3. If the Developer is a limited liability company, this Agreement must be executed by its duly authorized manager. A Resolution of the LLC authorizing the representative to sign the Agreement must be provided.

By _____
(Print/type name)

Its _____
(Print/type office/title)

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify 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, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the _____ (title or position) of _____ (name of corporation) to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated _____

(Signature)

(Print Name)

Notary Public in and for the State of Washington

My appointment expires: _____

THE FOREGOING APPLICATION of _____ is accepted

this _____ day of _____, 20__.

VALLEY VIEW SEWER DISTRICT

By _____
President of the Board

By _____
Secretary of the Board

PERFORMANCE BOND

VALLEY VIEW SEWER DISTRICT
3460 S. 148th St., Suite 100
Tukwila, Washington 98168

KNOW ALL MEN BY THESE PRESENTS: That we, _____ as Principal, and _____, authorized to transact business in the state of Washington, as Surety, having its principal office and place of business at _____ are held and firmly bound unto Valley View Sewer District, King County, Washington, as Obligee, in the sum of _____ Dollars (\$ _____), lawful money of the United States of America, for which payment we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The conditions of the above obligation are such that:

WHEREAS, the above named Principal has entered into a certain Developer Extension Agreement with Valley View Sewer District for the installation of sanitary sewer improvements by Extension Agreement dated the ____ day of _____, 20__ as is more and fully described in such Extension Agreement;

AND that the extension improvements shall be completed within two (2) years from the date of the signing of the Extension Agreement, unless extended as herein provided,

NOW, THEREFORE, it is understood and agreed that this obligation shall continue in effect until released in writing by VALLEY VIEW SEWER DISTRICT;

AND if the Principal shall well and truly and in good, sufficient, and workmanlike manner, perform or cause to be performed the Extension Agreement, and each and every of the covenants, promises, agreements, and provisions therein stipulated, and in each and every respect comply with the conditions therein contained, then this obligation shall be void and promptly released by Valley View Sewer District, otherwise to remain in full force and effect.

AND the Surety hereby waives notice of any modification of the Extension Agreement or extension of time to complete the extension improvements made by the Obligee.

SIGNED, sealed, and delivered this ____ day of _____, 20__.

PRINCIPAL: _____ **SURETY:** _____
Mailing address: _____ Mailing address: _____

BY: _____ **BY:** _____
Title: _____ Title: _____

Attorney in Fact: _____
(ATTACH POWER OF ATTORNEY)

CASH PERFORMANCE AND PLEDGE OF MONIES AGREEMENT

This Agreement (“Agreement”) is made this ____ day of _____, 20____, by and between the Valley View Sewer District, a municipal corporation (“District”), and _____ (“Developer”) (individually a “Party” and collectively the “Parties”) for the purposes set forth herein.

SECTION 1: RECITALS

- 1.01 The District and the Developer are parties to a Developer Extension Agreement dated the ____ day of _____, 20____ (“Extension Agreement”) regarding the construction of certain sewer extension improvements (“Extension Improvements”) for the project known as _____ (“Project”) referenced therein.
- 1.02 Pursuant to paragraph G-45 “Performance Guarantee/Maintenance Guarantee” and other provisions of the Extension Agreement, the Developer is required to furnish the District with a performance guarantee of a type and in a form as determined by the District to guarantee the installation of the Extension Improvements and the performance of the Developer’s obligations and duties under the Extension Agreement. Pursuant to such provision, the Developer desires to furnish the District with cash as the required performance guarantee.
- 1.03 The District will accept, hold, and disburse such cash as the performance guarantee as set forth below.
- 1.04 Therefore, the Parties, in consideration of the terms and conditions herein stated, now agree as follows:

SECTION 2: CASH PERFORMANCE GUARANTEE

- 2.01 The Developer shall provide the District cash funds (“Funds”) in the amount of U.S. _____ dollars to guarantee the Developer’s installation of the Extension Improvements and completion of the Extension Agreement as referenced in Section 1.02 above.
- 2.02 The District shall hold and deposit the Funds in an interest-bearing deposit account in _____ Bank (“Bank”), such account to be in the sole name of the District. District shall have the right to direct the Bank regarding the disposition of the Funds pursuant to this Agreement without the Developer’s consent.
- 2.03 The conditions under which the District will disburse or utilize the Funds for the completion of the Developer’s obligations under the Extension Agreement are such that:
- (a) If the Extension Improvements are completed by the Developer and given final acceptance by the District within two (2) years of the date of the Extension Agreement, and the Developer fully performs all other duties and obligations set forth in the Extension Contract, the District shall disburse the Funds less charges for District administrative and other costs referenced in this Agreement to the Developer within thirty (30) days of such determination by the District; or

- (b) If the Extension Improvements are not completed by the Developer and given final acceptance by the District within twenty-four (24) months of the date of the Extension Agreement, or the Developer fails to fully perform all other duties and obligations set forth in the Extension Agreement by such date, the District shall have the right to use the Funds to complete the installation of the Extension Improvements to the District's satisfaction and specifications referenced in the Plans and the Extension Agreement and the Bank shall immediately release the Funds to the District for that purpose upon demand by the District; in such event, the District shall return any unused Funds thereon to the Developer within thirty (30) days of completion and acceptance of the Extension Improvements by the District.

SECTION 3: PLEDGE AND SECURITY AGREEMENT

- 3.01 Developer hereby grants to the District, its successors and assigns, a security interest in the Funds pursuant to Chapter 62A.9A RCW, including RCW 62A.9A-312, 313, and 314, and as such statutes may be amended and revised, which Funds will be delivered to the District and placed in the District's possession and control. Developer further grants to the District a security interest in all proceeds of the Funds, whether in the form of profits, dividends, accrued interest, or otherwise.
- 3.02 For purposes of the security interest granted herein, Bank shall be the agent of the District for possession of the Funds such that possession of the Funds by Bank shall be deemed to be possession and control of the Funds by the District.
- 3.03 Developer warrants that, except as provided for herein, Developer has full title to the Funds and the Funds are free and clear of any other security interest, encumbrance, or claim of right, title, or ownership. Developer shall not create or permit the existence of any lien or security interest other than that hereby created in the Funds without the express written consent of the District nor shall Developer assign any interest in the Funds to any other person or entity without the District's written consent, such consent to be in the District's sole discretion.
- 3.04 Developer agrees to repay to the District all sums including, but not limited to, legal fees and costs which the District may expend or incur in conserving or protecting the Funds, or in enforcing its security interest herein, including without limitation such sums as may be charged by Bank or any governmental entity with respect to the Funds. The sums agreed to be paid herein shall be secured by this Agreement.
- 3.05 The District shall have the right to enforce and collect on its security interest in the Funds in accordance with the terms and provisions contained in this Agreement. Enforcement and collection of the District's security interest in the Funds shall be in addition to all other rights and remedies placed by law, equity, or contract to the District to seek reimbursement of additional damages incurred and/or to enforce the provisions of the Extension Agreement and this Agreement, should the Funds be insufficient to discharge the Developer's obligations to the District.

SECTION 4: GENERAL PROVISIONS

- 4.01 This Agreement shall serve as an addendum to the Extension Agreement and shall supersede and amend such Extension Agreement to the extent provided herein.
- 4.02 All time limits set forth herein are of the essence. The Parties agree to perform all obligations under this Agreement with due diligence.

- 4.03 In the event that this Agreement or any obligation secured by it is referred to an attorney to protect or defend the priority of the District's interest in the Funds, or for collection or realization procedures, Developer agrees to pay the District's reasonable attorneys' fees and costs incurred by the District and such fees and costs shall be secured by this Agreement
- 4.04 The District will cause to be performed certain services by its legal counsel, engineers, and District personnel to carry out the foregoing purposes, including but not limited to the preparation and administration of this and any related agreements and documents. The Developer agrees to pay the cost of such services as a condition of the District's agreement herein.
- 4.05 This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The State of Washington shall also be the jurisdiction for the Bank for the purposes of this Agreement pursuant to RCW 62A.9A-304(b). Venue for any action arising out of or relating to this Agreement shall lie in King County Superior Court.

VALLEY VIEW SEWER DISTRICT
 ("District")

 ("Developer")

By: _____

By: _____

Its: _____

Its: _____

_____ BANK hereby consents and agrees that it is the agent of VALLEY VIEW SEWER DISTRICT ("District") for purposes of possession by VALLEY VIEW SEWER DISTRICT of the Funds in the amount of _____ Dollars (\$_____), which Funds the District has a security interest in pursuant to this Agreement and Chapter 62A.9A RCW.

DATED this ____ day of _____, 20__.

_____ BANK ("BANK")

_____ Branch

By _____

Its _____

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledges that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the _____ of _____ BANK to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: _____
Signed Name: _____
Printed Name: _____
Notary Public in and for the State of Washington
Commission Expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify 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, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of Valley View Sewer District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

DATED: _____
Signed Name: _____
Printed Name: _____
Notary Public in and for the State of Washington
Commission Expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

DATED: _____
Signed Name: _____
Printed Name: _____
Notary Public in and for the State of Washington
Commission Expires: _____

CASH MAINTENANCE AND PLEDGE OF MONIES AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20____, between Valley View Sewer District, a municipal corporation (“District”), and _____, a _____ (“Developer”) (individually a “Party” and collectively the “Parties”) for the purposes set forth herein.

SECTION 1: RECITALS

- 1.01 The District and the Developer are parties to _____ Sewer Developer Extension Agreement, dated the ____ day of _____, 20____, (“Extension Agreement”), regarding the construction of certain extension improvements (“Extension Improvements”) for the project known as _____ (“Project”) referenced therein.
- 1.02 Pursuant to paragraph the Extension Agreement, including sections G-21 and G-45, the Developer is required to furnish the District with a maintenance guarantee to guarantee all workmanship and materials in the Extension Improvements for a period of two (2) years from the date of final acceptance of the Extension Improvements by the District. Pursuant to such provision, the Developer now desires to furnish the District with cash as the required maintenance guarantee.
- 1.03 The District will accept, hold, and disburse such cash bond as set forth below.
- 1.04 Therefore, the Parties, in consideration of the following terms and conditions, now agree as follows:

SECTION 2: CASH MAINTENANCE BOND

- 2.01 The Developer shall provide the District cash funds (“Funds”) in the amount of U.S. currency, _____ to guarantee Developer’s obligations referenced above in paragraph 1.02 to maintain the Extension Improvements.
- 2.02 The District shall hold and deposit such funds in an interest bearing account in the _____ (“Bank”) such account to be in the sole name of the District. The District shall have the right to direct the Bank regarding the disposition of the Funds pursuant to this Agreement without the Developer’s consent.
- 2.03 The conditions under which the District will disburse or utilize such funds for the completion of the Developer’s obligations under the Extension Agreement are such that:
 - (a) If the Extension Improvements are free from all defects in materials and workmanship for a period of two (2) years from the District’s acceptance of the Extension Improvements, the District shall disburse the Funds less charges for District administrative and other costs referenced in paragraph 3.04 and 3.05, to the Developer within thirty (30) days of such determination by the District, or:
 - (b) If the Extension Improvements are not free from defects in labor and/or materials for the period of two (2) years from the date of acceptance of the Extension Improvements, and the Developer has failed to remedy to the District’s satisfaction any such defects within fifteen (15) days of notice from the District to correct such defect, the District shall have the right to use the Funds to correct such defect to the District’s satisfaction and specifications referenced in the Extension Agreements; in such event, the District shall return any unused Funds thereon to the Developer within thirty (30) days of the end of the time period referenced in 2.03(a) above.
- 2.04 Forfeiture and the District’s use of the Funds as herein provided shall be in addition to all the rights and remedies granted by law, equity, or contract to the District to seek reimbursement of damages incurred or to enforce the provisions of the Extension Agreement.

SECTION 3: PLEDGE AND SECURITY AGREEMENT

- 3.01 The Developer hereby grants to the District, its successors, and assigns, a security interest in the Funds pursuant to Chapter 62A.9A RCW, including RCW 62A.9A-312, 313, and 314, and as such statutes may be amended and revised, which Funds will be delivered to the District and placed in the District's possession and control. The Developer further grants to the District a security interest in all proceeds of the Funds, whether in the form of profits, dividends, accrued interest or otherwise.
- 3.02 For the purposes of the security interest granted herein, Bank shall be the agent of the District for possession of the Funds such that possession of the Funds by Bank shall be deemed to be possession and control of the Funds by the District.
- 3.03 The Developer warrants that, except as provided for herein, the Developer has full title to the Funds and the Funds are free and clear of any other security interest, encumbrance, or claim of right, title, or ownership. The Developer shall not create or permit the existence of any lien or security interest other than that hereby created in the Funds without the express written consent of the District nor shall the Developer assign any interest in the Funds to any other person or entity without the District's written consent, such consent to be in the District's sole discretion.
- 3.04 The Developer agrees to repay to the District all sums which the District may expend or incur in conserving or protecting the Funds, or in enforcing its security interest herein, including without limitation such sums as may be charged by Bank or any governmental entity with respect to the Funds. The sums agreed to be paid herein shall be secured by this Agreement.
- 3.05 The District shall have the right to enforce and collect on its security interest in the Funds in accordance with the terms and provisions contained in this Agreement. Enforcement and collection of the District's security interest in the Funds shall be in addition to all other rights and remedies placed by law, equity or contract to the District to seek reimbursement of additional damages incurred and/or to enforce the provisions of the Extension Agreement and this Agreement, should the Funds be insufficient to discharge Developer's obligations to the District.

SECTION 4: GENERAL PROVISIONS

- 4.01 This Agreement shall serve as an addendum to the Extension Agreement and shall supersede and amend such Extension Agreement to the extent provided herein.
- 4.02 All time limits set forth herein are of the essence. The Parties agree to perform all obligations under this Agreement with due diligence.
- 4.03 In the event that this Agreement or any obligation secured by it is referred to an attorney to protect or defend the priority of the District's interest in the Funds, or for collection or realization procedures, the Developer agrees to pay the District's reasonable attorneys' fees and costs incurred by the District and such fees and costs shall be secured by this Agreement. In any suit or action between the Parties to enforce the terms or conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including such fees and costs incurred in any appeal.
- 4.04 The District will cause to be performed certain services by its legal counsel, engineers, and District personnel to carry out the foregoing purposes, including but not limited to the preparation and administration of this and any related agreements and documents. The Developer agrees to pay the cost of such services as a condition of the District's agreement herein.

4.05 This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The State of Washington shall also be the jurisdiction for the Bank for the purposes of this Agreement pursuant to RCW 62A.9A-304(b). Venue for any action arising out of or relating to this Agreement shall lie in King County Superior Court.

VALLEY VIEW SEWER DISTRICT
("District")

("Developer")

By: _____

By: _____

Its: _____

Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such for the uses and purposes mentioned in the instrument.

DATED: _____

Signed Name: _____

Printed Name: _____

Notary Public in and for the State of Washington

Commission Expires: _____

_____ BANK hereby consents and agrees that it is the agent of VALLEY VIEW SEWER DISTRICT ("District") for purposes of possession by Valley View Sewer District of the Funds in the amount of _____ Dollars (\$_____), which Funds the District has a security interest in pursuant to this Agreement and Chapter 62A.9A RCW.

DATED this ____ day of _____, 20__.

_____ BANK ("BANK")

_____ Branch

By _____

Its _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledges that he/she signed this instrument,
on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the
_____ of _____ BANK to be
the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: _____

Signed Name: _____

Printed Name: _____

Notary Public in and for the State of Washington

Commission Expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify 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, on oath stated
that he/she was authorized to execute the instrument and acknowledged it as the
_____ of Valley View Sewer District to be the free and voluntary act
of such corporation for the uses and purposes mentioned in the instrument.

DATED: _____

Signed Name: _____

Printed Name: _____

Notary Public in and for the State of Washington

Commission Expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ signed
this instrument, on oath stated that ____ (he/she) was authorized to execute the instrument and
acknowledged it as the _____ of _____ to be
the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

DATED: _____

Signed Name: _____

Printed Name: _____

Notary Public in and for the State of Washington

Commission Expires: _____

BILL OF SALE AND EASEMENT FORMS

BILL OF SALE — SEWER EXTENSION IMPROVEMENTS

THE UNDERSIGNED Developer hereby conveys and transfers to Valley View Sewer District (District) the following described property:

<u>Located</u>					<u>Approved</u>
<u>In</u>	<u>From</u>	<u>To</u>	<u>Size</u>	<u>Length</u>	<u>Cost, Incl.</u>
					<u>Tax</u>
					\$
					\$
					\$
					\$
					\$
					\$

Along with all manholes, side sewers, and other sewer system appurtenances.

This conveyance is made in consideration of the District’s agreement to provide routine maintenance of such extension improvements and to provide sewer services pursuant to the District’s regulations which may be amended from time to time.

The undersigned and its successors and assigns covenant that it is the owner of such extension improvements and has good right, title, and authority to sell and convey the same, and that it will, and does, hereby warrant and agree to defend the sale of such extension improvements to the District, its successors, and assigns, against all and every person or persons whomsoever lawfully claiming or to claim the same.

The undersigned further guarantees that such extension improvements are fit for purposes intended, i.e., as for use as a sewage collection system adequate for the service intended and has been constructed in accordance with the conditions and standards of the District.

The undersigned covenants and agrees with the District to replace, repair, and correct any defect in work or materials in respect to such extension improvements subject to this Bill of Sale arising during a period of two (2) years from the date hereof, without cost to the District.

DATED this the ____ day of _____, 20__.

DEVELOPER: _____

By: _____

Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: _____

Signed Name: _____

Printed Name: _____

Notary Public in and for the State of Washington

Commission Expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ signed this instrument on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Signed Name: _____

Printed Name: _____

Notary Public in and for the State of Washington

Commission Expires: _____

Recording Requested By And
When Recorded Mail To:

Valley View Sewer District
6801 132nd Place SE
Newcastle, Washington 98059-3088

DOCUMENT TITLE: *EASEMENT FOR SEWER LINES*
REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*
GRANTOR(S):
ADDITIONAL GRANTORS ON PAGE ___ OF DOCUMENT
GRANTEE(S): *VALLEY VIEW SEWER DISTRICT*
ADDITIONAL GRANTEES ON PAGE ___ OF DOCUMENT
ABBREVIATED LEGAL DESCRIPTION:
ASSESSOR'S TAX / PARCEL NUMBER(S):

EASEMENT FOR SEWER LINES

The undersigned, _____, (“Grantor”), for and in consideration of good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby grants, conveys, and warrants to Valley View Sewer District, a municipal corporation in King County, Washington (“Grantee”), and its successors and assigns, a permanent easement for sewer lines including sewer lines and appurtenances thereto (“Easement”) as follows:

1. Nature and Location of Easement. Grantor owns that certain real property legally described in *Exhibit “A”*, attached hereto and incorporated herein by this reference (the “Real Property”). The Easement granted by Grantor herein shall be a permanent easement for the benefit of Grantee over, upon, across, through, and under a portion of the Real Property, such Easement as legally described on *Exhibit “B”* and as described and depicted on *Exhibit “C”*, attached hereto and incorporated herein by this reference, for the purposes of installing, laying, constructing, maintaining, inspecting, repairing, removing, replacing, renewing, using, and operating sewer lines, together with all facilities, connectors, and appurtenances (“Sewer Lines”), including the right of ingress and egress thereto for said purposes.
2. Right of Entry. Grantee shall have the right, without notice and without prior institution of any suit or proceeding at law or equity, at all times as may be necessary to enter upon the Real Property to install, lay, construct, maintain, inspect, repair, remove, replace, renew, use, and operate the Sewer Lines for the purposes of serving the Real Property and other properties with utility service. Grantee agrees to restore the Easement as nearly as reasonably possible to its condition prior to any material disturbance from construction, operation, maintenance, repair, or replacement of the Sewer Lines.
3. Encroachment/Construction Activity. Grantor shall not undertake, authorize, permit, or consent to any construction or excavation including, without limitation, digging, tunneling, or other forms of construction activity on or near the Easement which might in any fashion unearth, undermine, or damage the Sewer Lines or endanger the lateral or other support of the Sewer Lines without Grantee’s prior written approval. Grantor further agrees that no structure or obstruction including, without limitation, fences, retaining walls, and rockeries shall be erected over, upon, or within the Easement, and no trees, bushes, or other shrubbery shall be planted or maintained within the Easement without the prior written approval of the District, and as such approval may be conditioned by the District; provided, further,

Grantor may use the surface of the Real Property within the Easement so long as such use does not interfere with the Easement or the Sewer Lines.

4. Binding Effect/Warranty of Title. The Easement and the covenants, terms, and conditions contained herein are intended to and shall run with the Real Property and shall be binding upon Grantee and Grantor and their respective successors, heirs, and assigns. Grantor warrants that Grantor owns fee title to the Real Property and warrants the Grantee title to and quiet enjoyment of the Easement.

5. Recording. Upon its execution, the Easement shall be recorded with the Office of Records and Elections, King County, Washington.

DATED this ____ day of _____, 20____.

GRANTOR(S)

By _____ Signature	By _____ Signature
_____ Printed or typed name	_____ Printed or typed name
Its _____ Print or type position held	Its _____ Print or type position held

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify 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 acknowledged it to be his/her free and voluntary act, for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20__.

Signed Name: _____

Printed Name: _____

Notary Public in and for the State of Washington

Commission Expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify 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, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the _____ of _____, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20__.

Signed Name: _____

Printed Name: _____

Notary Public in and for the State of Washington

Commission Expires: _____

**SAMPLE DOCUMENTS
EXHIBITS A, B, AND C**

EXHIBIT A
SAMPLE

Insert “Real Property” legal description — maintain 1-inch margins on all sides

For example,

That portion of the South 125 feet of the East 318.5 feet of the S 1/2 of the SE 1/4 of the NE 1/4 of the NE 1/4 of Section xx, Township yy North, Range zz East, Willamette Meridian, in King County, Washington.

Or

Lot x of the Plat of xx recorded on Pages yyy to zzzz, Volume X of Plats, located in King County, Washington.

EXHIBIT B
SAMPLE

Insert "Easement" legal description — maintain 1-inch margins on all sides

Insert legal description of access road, if applicable

For example,

The sewer easement occupies that portion of the west half of the northeast quarter of the northeast quarter of Section xx, Township yy N, Range zz E, Willamette Meridian, in King County, Washington, known as Tax Lot No. _____, lying within the area described as follows:

Commencing at the southeast corner of said property, thence N 0°48'12" E for a distance of 15.00 feet, thence N89°32'3 "W for a distance of 161.61 feet, thence . . . to the point of origin of this description.

The access road along the sewer easement occupies that portion of the west half of the northeast quarter of the northeast quarter of Section xx, Township yy N, Range zz E, Willamette Meridian, in King County, Washington, known as Tax Lot No. _____, lying within the area described as follows:

Commencing at the southeast corner of said property, thence N 0°48'12" E for a distance of 12.00 feet, thence N 89°032'3" W for a distance of 161.61 feet, thence . . . to the point of origin of this description.

EXHIBIT C
SAMPLE

Insert description of “Easement” and access road (if applicable), together with a pictorial depiction of the location on the “Real Property” — maintain 1-inch margins on all sides

For example,

The sewer easement is a 15-foot-wide easement along the southern boundary of the Real Property described in Exhibit A. A 12-foot-wide gravel access road is centered on the sewer easement. A pictorial representation of the easement and access road, including hammerhead turnaround, is attached.

**TECHNICAL SPECIFICATIONS
SEWER**

TECHNICAL SPECIFICATIONS – SEWER

PART ONE: DESIGN STANDARDS

The proposed sewer extension shall be designed by the District Engineer, or by the Developer's Engineer in accordance with the District's Technical Specifications or as modified by the District. Design and shall conform to good engineering practices, as the District Engineer determines, to provide a reliable system of sanitary sewers complying with governmental regulations and requiring a minimum of maintenance. The system may incorporate the following specific features, but regardless of the following, the decision of the District Engineer and the District with respect to design shall control:

- a. The extension shall incorporate adequate capacity and depth to provide for future expansion of the system in conformity with the District's comprehensive planning and future needs.
- b. Pipe sizes and grades (slope) shall be selected in accordance with good engineering practices. No grade shall be permitted resulting in a velocity of less than two feet per second at designed flow, and in no case less than 1.0%, unless approved by the Engineer. Pipe alignments and grades shall be straight and uniform between manholes.
- c. All pipe lines shall be a sufficient depth to drain basements and be protected against damage by frost and traffic.
- d. The pipe material shall be suitable for the soil and subgrade conditions including pressures and live loads from various forms of traffic, including vehicles, trucks, buses, trains, airplanes, etc.
- e. No street, patio, yard, foundation, sump-pump or roof drainage shall be discharged into sewers.
- f. If slope and volume are such that velocities above twelve feet per second are realized at average flow, Special Provisions shall be made for anchoring the pipe and providing pipe stability.
- g. A manhole shall be provided at each grade, alignment or size change. No distances in excess of 400 feet shall be permitted between manholes unless approved by the Engineer.
- h. Insofar as practically possible, lines shall be located in public roads in preference to easements; and lift stations shall be avoided.
- i. All manholes less than 20' in depth shall be 48" minimum inside diameter.
- j. All design shall be in accordance with Department of Ecology (DOE) "Criteria for Sewer Works Design", latest revision, or District Standards where applicable. Where these District standards conflict with DOE standards, the District standards shall prevail.
- k. Unless otherwise approved by the Engineer, all easements shall be a minimum of fifteen (15) feet in width and shall contain standard District easement language as set forth in the standard easement form which is a part of this Agreement.

PART TWO: STANDARD DETAILS

Refer to the District's Standard Details for Sewer Extensions which are attached hereto and made a part of this agreement.

PART THREE: VALLEY VIEW SEWER DISTRICT DESIGN STANDARDS FOR SEWER PLANS AND DRAWINGS

I. PLANS

A. Plan Drawings

1. All sewer plans for developer extensions shall be drafted on 22" x 34" or 24" x 36" bond paper and electronically in PDF format for submittal to the District. The proposed plans shall become the property of the District. All drafting shall be in the current version of AutoCAD. All existing and proposed sewer improvements shall be shown. The base map shall be produced by a State of Washington licensed Surveyor. The base map shall include but not be limited to lot lines, easements, right of way, all existing utilities, rim and top elevations of existing structures, all existing features and contours. The existing features shall be shown as either dashed lines or light line work and the proposed new sewer items shall be shown with a heavier, solid line weight. The electronic files shall be submitted to the District.

Vertical Scale: 1" = 5'; or 1" = 10'

Horizontal Scale: 1" = 20'; or 1" = 50'

Other scales can be proposed to the District.

When more than one sheet is required to cover all of the construction area, an Overall Key Drawing plan shall be included designating which area each plan sheet includes.

2. Vertical Datum shall be NAVD88. The elevation bench marks used for control shall be shown on the plans. The Section, Township and Range shall be included at the top of each plan sheet or just the cover sheet.
3. Plans must be signed by a State of Washington licensed professional civil engineer.
4. Plan views shall be laid out to afford maximum understanding of proposed plan. There shall be as few sheets as possible, but there must be room on the sheets for General notes or specific Construction notes. The direction of north shall be shown generally up or to the left on the plans, and in no case shall the direction of north be shown in the opposite directions on the same or connection sheets. Sanitary sewer plans shall be separate from plat, road, water, storm, drainage or other utility plans, unless the District approves combining of the plans prior to the start of the design.
5. Plan and profile of each proposed sewer line from manhole to manhole shall be shown on the same sheet. Profiles are required and shall be extended directly above or below the plan view when possible. All existing utilities shall be shown in the profiles and the relationship between the existing utilities and the new sewer shall be clear. The Developer shall provide a table listing the minimum finished floor elevations for each lot of the proposed development intended to be served by gravity sewers.
6. Streets and easements shall be clearly labeled in the plans and profiles.
7. In the plan views, dimensions relating to sewer locations shall be shown clearly from center lines or property lines. Sewer locations shall not be shown by stationing.
8. Profiles shall include proposed pipe size, length, slope, pipe material and classification of each run of pipe from manhole to manhole.

9. Manholes (MH) shall be clearly labeled in the plans and profiles. All MH's shall include X –Y State Plane Coordinates depicting location. Invert pipe elevations and rim (top) elevations for a manhole shall be shown wherever the manhole is depicted in the profile.
10. All necessary proposed new easements shall be shown on the plans. Easements shall be a minimum of 15 feet wide unless approved otherwise by the District.
11. All existing or proposed utilities shall be shown on the plan as simply as possible. Extraneous details of other utilities shall be avoided.

B. Cover Sheet and Overall Drawing

A Cover Sheet will be required when two or more plan sheets are needed. A vicinity map will be shown on the cover sheet. The overall drawing can be on the Cover Sheet and shall have a scale of 1" = 100' it shall show the relationship of the new sewers to the other existing and new features. The project contacts (developer, property owner and Engineer) shall be included on the Cover Sheet. The General Notes shall be on the Cover sheet and on each drawing as needed.

C. Shop Drawings

Shop drawings and material submittals shall be on standard, common reproducible sheets in a scale that will adequately show the detail necessary for fabricating or constructing pipes, equipment, machinery, etc.

D. Record (or As-Built) Drawings

Record drawings shall meet all the requirements of the plan drawing and shall be based on survey measurements of the collection system following construction. At a minimum, survey information shall include the Northings and Eastings (X&Y coordinates) of the manholes and the invert elevations of all pipes entering and exiting the manholes. Drawings shall also contain the distance to service lines from nearest downstream manhole and the depth of the service line at the Right-of-Way or easement boundary. AutoCAD files shall be modified to scale to reflect the as-constructed configuration of the sewer. Record Drawings shall be delivered to the District electronically in AutoCAD and PDF format and one half-size copy and full-size copy, on bond paper, of the sewer plan set. The Record Drawings shall become the property of the District.

E. GENERAL NOTES: (Sewer)

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH VALLEY VIEW SEWER DISTRICT STANDARD SPECIFICATIONS.
2. VERTICAL AND HORIZONTAL DATUM ARE TAKEN FROM THE SITE AND GRADING PLANS FOR DATED
PREPARED BY
3. ALL SIDE SEWER TEES SHALL BE FIELD LOCATED.
4. CONTRACTOR SHALL FIELD VERIFY CONNECTION TO EXISTING PIPE FOR PROPER AS-BUILT ELEVATION PRIOR TO CONSTRUCTION OF MANHOLE OVER LINE.
5. SECURE SIDE SEWER PERMITS FROM DISTRICT PRIOR TO INSTALLING SIDE SEWERS.

II: GENERAL STANDARDS

- A. Design, construction and installation of sanitary sewers shall be in accordance with these design standards and the current edition of the Valley View Sewer District's specifications and the District Standard Details.

APPENDIX

APPLICATION FOR REIMBURSEMENT – SEWER LATECOMERS

A-2

REIMBURSEMENT AGREEMENT

A-3

INSURANCE REQUIREMENTS

A-11

VALLEY VIEW SEWER DISTRICT

**APPLICATION FOR REIMBURSEMENT AGREEMENT
FOR SEWER FACILITIES**

The undersigned _____ (“Applicant”) hereby applies to Valley View Sewer District for a Reimbursement Agreement pursuant to Resolution No. _____, or as such resolution may be amended and superseded, and pursuant to the Developer Extension Agreement executed by Applicant and District on _____, 20____ (“Agreement”).

THIS AGREEMENT MUST BE SUBMITTED TO THE DISTRICT WITHIN THIRTY (30) DAYS OF THE 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:

In addition to the Developer’s obligation to pay and reimburse to the District all fees, costs and expenses incurred by the District to have the District Engineer prepare the reimbursement agreement, the Developer shall also pay a non-refundable fee to the District in the amount of \$500.00 for each benefited property identified in **Exhibit “B”** of the Reimbursement Agreement with this Application, or the Application will not be accepted by the District.

APPLICANT:

Dated: _____

Name: _____

Address: _____

Telephone: _____

**VALLEY VIEW SEWER DISTRICT
REIMBURSEMENT AGREEMENT**

This Agreement ("Agreement") is made and entered into this _____ day of _____, 20____, ("Effective Date") between Valley View Sewer District, a municipal corporation ("District") and _____ ("Developer") (individually a "Party" and collectively the "Parties").

RECITALS

A. District is a duly organized sewer district under the laws of the State of Washington, and is empowered to furnish sewer service to property owners within or without the District in the manner provided by law; and

B. Developer previously entered into a Developer Extension Agreement ("DEA" or "Extension Agreement") dated the _____ day of _____, _____, for the construction and installation of a sewer extension ("Extension") to serve Developer's property which is described on **Exhibit "A"** attached hereto; Developer completed installation of the Extension in accordance with the terms of the DEA, portions of which make utility service available to real property other than the Developer's property hereinafter referred to as the benefited properties ("Benefited Properties") as described on **Exhibit "B"** attached hereto; the owners of such Benefited Properties have not contributed to the cost of the Extension; and Developer is entitled to reimbursement from real property owners seeking connection to or use of the Extension for the cost of the Extension in excess of Developer's pro rata share therefor which costs have been determined as set forth below; and

C. District will collect charges from the owners of Benefited Properties connecting to or using the Extension; and such charges are the sole source of funds for the District from which reimbursement to Developer can and will be made, as and when the same are collected; and

D. District is authorized to enter into a reimbursement agreement with Developer under the provisions of Chapter 57.22 RCW; and the Parties desire to enter into a written reimbursement agreement with reference to the foregoing matter, now, therefore,

AGREEMENT

In consideration of the following terms and conditions, the Parties agree as follows:

1. Records/Costs. After completion of the construction of the Extension, Developer shall certify to the District the final design, engineering, construction and restoration costs incurred by Developer to construct the Extension and submit such supporting vouchers, invoices and other data as the District may require substantiated certified costs. The executed, notarized Agreement, all exhibits, and all supporting documentation must be submitted to the District before the Extension will be accepted by the District. Any changes or additional information requested by the District must be submitted to the District within 21 days of District notification to the Developer. District reserves the right to approve or reject the certified costs as reasonable and subject to reimbursement. The District shall allocate the cost of the Extension among Developer's property and the Benefited Properties on a pro rata share basis. However, the District reserves the right to allocate such costs in any manner conforming with applicable law and the policies of the District. Developer agrees to reimburse the District all fees, costs, charges and expenses incurred by District to prepare and set up this Agreement, including but not limited to all administrative, engineering and legal fees, costs, charges and expenses.

2. Charges. District shall require owner(s) of the Benefited Property to pay a reimbursement charge determined in accordance with the terms of this Agreement. The reimbursement charge shall be payable in total at the time of the connection of another owner's property to or use of the Extension. The

amount of such reimbursement charge to be collected prior to such connection is set forth on **Exhibit "C"** attached hereto; such charges may include, but are not limited to, the owner's pro rata share of the final design, engineering, construction and restoration costs incurred by Developer to construct the Extension. Such reimbursement charges shall be in addition to all other District charges in effect at the time of seeking connection to the Extension. Upon application by Benefited Property owners, the District may further segregate reimbursement charges attributed to property connecting to the Extension. All costs of such segregation shall be paid to the District by the party requesting such segregation.

3. Developer Charge. The District shall deduct the sum of Five Hundred Dollars (\$500.00) ("Developer Charge") for each reimbursement payment received before the Developer shall be entitled to receive the balance of such payment. The Developer Charge shall be collected by the District for costs and expenses incurred in connection with the administration of this Agreement.

4. Recording Liens. This Agreement shall be recorded in the office of the King County Auditor, King County, Washington, upon execution by the District and the Developer. This Agreement shall constitute a lien and record notice upon the real property described in **Exhibit "B"** not contributing to the original cost of the Extension installed by Developer under the provisions hereof and shall be binding upon the present owner thereof, and all successors and assigns to those respective parties in accordance with Chapter 57.22 RCW. When paid by any party seeking connection to the Extension, the lien shall be satisfied and discharged of record. Developer hereby appoints the Secretary of the Board of Commissioners, or his/her successor, as its attorney-in-fact, to prepare, execute and file for record with the King County Auditor a document appropriate to cancel and release the lien, charge or obligation of the Benefited Property owner paying the reimbursement amount to District, which will describe with particularity the property so connecting and paying the reimbursement amount, and thereupon this Agreement shall no longer apply to such property. This appointment as attorney-in-fact is irrevocable during the existence of this Agreement.

5. Developer Contact Information: The Developer shall provide the District with contact information ("Contact Location"). The initial Contact Location shall be provided as follows:
Contact Information and Address for Receipt of Reimbursement Funds

(Printed Name of Developer's Representative)

(Company Name)

(Mailing Address)

(City, State, Zip code)

(Telephone/FAX)

The Developer shall inform the District, in writing, of their current Contact Location every two years plus sixty (60) days from the Effective Date ("Contact Update Dates"), or sooner of company name, address, or telephone number for the receipt of reimbursement funds. If the Developer fails to submit their current Contact Location to the District at least every two years plus sixty (60) days from the Contact Update Dates noted above the District may terminate the right of the Developer to receive any reimbursement charges collected by the District after such Contact Update Date as described in Section 7 of this Agreement.

The notification of current Developer Contact Location shall be sent to the District at the following address, unless the District provides written notification to Developer of a change in District address as follows.

District Contact Information

General Manager
Valley View Sewer District
3460 S 148th Street, Suite 100
Tukwila, WA 98168
(206) 242-3236

6. Payment Procedure. The District will pay any reimbursement charges collected to Developer, less the Developer Charge, within sixty (60) days following receipt thereof, District to follow its established procedures of depositing such funds received with the King County Treasurer and drawing upon the same and making payment by King County Treasurer warrant in the manner provided by law. The District shall forward reimbursement funds referenced herein to Developer at the address provided by the Developer as their Contact Location.

As a condition of receiving such reimbursement funds, Developer shall execute a receipt to the District for such reimbursement amounts so paid upon the receipt form provided by District. Such form shall include the name of the Benefiting Property owner making payment of such amount to the District and the legal description of the Benefited Property connecting to the Extension Facilities.

In the event of a dispute as to the rightful party to receive such funds, the District may pay the same to the Developer referenced herein or interplead such funds to the court; in either event, District shall thereupon be relieved of any further obligation or of liability hereunder as to such reimbursement funds so paid.

7. Termination of Developer's Right to Receive Reimbursement. In the event the District collects reimbursement charges from owners of Benefited Property and the Developer has failed to comply with the requirements of Section 5 of this Agreement, the District will attempt to contact the Developer by mail at its most recent Contact Location and request the Developer to provide, within sixty (60) days from the date of mailing of the request, written confirmation and update of their current Contact Location. If the Developer fails to submit an Updated Contact Location within the sixty (60) day period, the right of the Developer to receive reimbursement charges collected by the District shall terminate, and any reimbursement charges collected by the District following the Contact Update Date shall be collected and retained by the District and deposited in the District's capital fund for expenditure by the District.

8. Term. This Agreement shall remain effective for a period of fifteen (15) years from the date set forth on page one of this Agreement as to any Benefited Property for which a connection application is submitted to the District during such fifteen (15) year term. Developer shall have no further claim as to monies collected from any Benefited Properties after the expiration of the fifteen (15) year term.

9. Agreement Implementation. The District will use its best efforts to collect and distribute the reimbursement funds pursuant to the process set forth in this Agreement. However, the District, its officials, employees or agents shall not be held liable or responsible for failure to implement any of the provisions of this Agreement unless such failure is willful or intentional. Developer agrees to indemnify and hold the District harmless from any liability or damages of any nature or kind whatsoever arising out of claims or suits filed against the District as a result of any action taken pursuant to this Agreement, and shall defend the District whenever the District is named in a suit in which this Agreement is at issue and pay all fees and costs of such defense, including but not limited to attorney and expert witness fees and costs.

10. General. This Agreement constitutes the entire agreement between the Parties. All exhibits referred to herein are by this reference made a part hereof as though set forth in full. This Agreement is binding upon the heirs, executors, administrators, successors and assigns, of each of the parties hereto.

11. Assignment. The Developer shall not assign its rights and obligations under this Agreement without the prior written consent of the District. In the event of an assignment, such person or entity shall be referred to as the “Developer” or “Developer’s Assigns”.

12. Effective Date. This Agreement shall be effective upon the date set forth on page one of this Agreement (“Effective Date”).

Valley View Sewer District

Developer

By _____

By _____

Its _____

Its _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated _____

Notary Public in and for the State of Washington,
residing at

My Appointment Expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the _____ of Valley View Sewer District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated _____

Notary Public in and for the State of Washington,
residing at

My Appointment Expires _____

EXHIBIT A
LEGAL DESCRIPTION OF DEVELOPER'S PROPERTY

EXHIBIT B
LEGAL DESCRIPTION OF BENEFITED PROPERTY

EXHIBIT C
DESCRIPTION OF REIMBURSEMENT

INSURANCE REQUIREMENTS

1.1 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.

1.2 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 insurance policies or a Certificate of Insurance with such endorsements attached, as are necessary to comply with these specifications. 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.

1.3 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 policies of insurance, endorsements, and coverages have 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. Approval of developer's insurance by the district shall not relieve contractor 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.

1.4 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 developer extension agreement. The developer shall maintain its products completed operations coverage for a minimum of three years after the earlier of final acceptance by the district or termination of this agreement.

1.5 The district shall be given at least 45 days written notice of cancellation, nonrenewal, material reduction or modification of coverage, such notice to be given by certified mail.

1.6 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.

1.7 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.

1.8 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.

1.9 The developer's insurance policies shall not contain deductibles or self-insured retentions in excess of \$10,000 unless approved by the district.

1.10 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.

1.11 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

Umbrella Liability

- \$1,000,000 per occurrence
- \$2,000,000 aggregate

1.12 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.

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

1.14 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.

1.15 The developer shall require the contractor to provide workers compensation insurance as required by state or federal statute for all of the contractor's 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 for all of the subcontractor's employees to be engaged in such work. The contractor's Department of Labor & Industries account number shall be noted on the certificate of insurance.

1.16 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 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.

1.17 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.

1.18 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.

1.19 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.

EVIDENCE OF INSURANCE

The developer shall provide to the district a certificate(s) of insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the developer delivers the signed contract to the district for the work. The certificate and endorsements shall conform to the following requirements:

1. An Acord certificate or a form determined by the district to be equivalent. The certificate or an endorsement form shall indicate the developer's insurance is primary and non-contributory.
2. The developer shall obtain endorsement forms CG 20 10 10 01 and CG 20 37 10 01, or the equivalent of each, naming the district and all other parties listed herein as Additional Insured(s) and providing the policy number. If the developer is unsuccessful in securing these endorsements after exerting commercially reasonable efforts, the developer shall obtain other endorsements providing equivalent coverage to the Additional Insured, subject to the review and approval of such other endorsement forms by the district. A statement of additional insured status on an Acord certificate of insurance shall not satisfy this requirement. Commercially reasonable efforts shall be evidenced by a signed statement by the developer's insurance broker certifying the endorsement forms required by the district are not available and the endorsements submitted provide equivalent coverage to the Additional Insured.
3. Any other amendatory endorsements to show the coverage required herein.

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Developer shall indemnify, defend and hold harmless the District, its elected and appointed officers, officials, employees, agents and volunteers (“Indemnified Parties”) from and against all of the following claims and demands: damages, defense, indemnity, loss, judgment, equitable recovery, equity, and any other liability or obligation including but not limited to loss of use and attorney fees and expenses of any kind, caused or occasioned in whole or in part by reason of: 1) the services performed and materials or equipment supplied under or related to this contract; or 2) the presence and activities of the Developer or its contractors, subcontractors and suppliers, or their property, employees or agents, upon or in proximity to the property of the District, and any other property upon which the Contractor is performing any work called for or in connection with this agreement, subject to the limitations provided below (collectively the “Indemnified Claims”).

In addition to any remedy authorized by law, the District may retain so much of any money or bond due the Developer as deemed necessary by the District to ensure the defense and indemnification obligations of this Section until final disposition has been made of such Indemnified Claims.

Liability For Negligence Is Limited. Pursuant to RCW 4.24.115, to the extent liability for Indemnified Claims (including defense obligations) were caused or result from the concurrent negligence of (a) the Indemnified Parties and (b) Developer or the Developer’s agents or employees, the indemnity and defense obligations under this Agreement shall be limited to the extent of the Developer’s negligence.

Title 51 Waiver. It is further specifically and expressly understood that the indemnification provided herein constitutes Developer’s waiver of immunity under industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been specifically and mutually negotiated by the parties.

Developer further agrees to require its contractors, subcontractors, and suppliers to similarly indemnify and hold Developer harmless and waive immunity under Title 51 solely for the purposes of this indemnification obligation.

**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 (CGL) form CG 00 01 of CG 00 02 (circle one). If No, attach a copy of the policy with required coverages clearly identified.		
(CGL) Ongoing Operations coverage (similar to CG 20 10 10 01, CG 20 10 07 04, or equivalent)		
(CGL) Products and Completed operations coverage (similar to CG 20 37 10 01, CG 20 37 07 04, or equivalent)		
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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
Location And Description of Completed Operations:
Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 - 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 - 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.