



**SOOS CREEK WATER AND SEWER DISTRICT  
DEVELOPER EXTENSION CHECKLIST AND AGREEMENT**

**PROJECT NAME:** \_\_\_\_\_

**CONTRACT TYPE:**  WATER EXTENSION

SEWER EXTENSION

District Special Facilities

District Special Facilities

Latecomer

Latecomer

Oversize/Overdepth

Oversize/Overdepth

**SOOS CREEK WATER AND SEWER DISTRICT**

**KING COUNTY, WASHINGTON**

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**SOOS CREEK WATER AND SEWER DISTRICT**

**KING COUNTY, WASHINGTON**

**DEVELOPER EXTENSION CHECKLIST**

**NAME OF PLAT/PROJECT** \_\_\_\_\_

PARCEL NO. \_\_\_\_\_

PROJECT ADDRESS \_\_\_\_\_

DEVELOPER \_\_\_\_\_

PRIMARY CONTACT \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

EMAIL \_\_\_\_\_

**ADDITIONAL OWNER(S)/CONTACTS** \_\_\_\_\_

**DEVELOPER'S ENGINEER** \_\_\_\_\_

REGISTRATON NUMBER \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

EMAIL \_\_\_\_\_

**OTHER JURISDICTIONS**

- King County
- City of Covington
- City of Kent
- Water District #111
- City of Black Diamond

- City of Maple Valley
- City of Renton
- Cedar River Water & Sewer District
- Covington Water District
- City of Auburn PAA

## DOCUMENTS

**In addition to this Developer Extension Agreement, the following materials may be required for performance of a Developer Extension Project:**

- Pre-Construction Conference Items
- Contractor's Release
- Engineer's Release
- Performance Bond
- Bill of Sale
- Easement Template
- Easement Relinquishment Template
- Developer Extension Renewal Agreement
- Assignment and Covenant to Perform Developer Extension Agreement
- Performance and Indemnification Bond
- Certification of Assignment in Lieu of Performance Bond
- Value of Systems
- Memorandum of Developer Extension Reimbursement Agreement (Latecomer)
- Resolution of Fees and Charges for Developer Extensions
- Resolution regarding Maintaining Grades and Television Inspection
- Notice of Execution of Developer Extension Agreement
- Notice of Completion of Developer Extension Agreement

**The District's Specifications and Standards, and other materials that may be necessary to this project are available at the District office; or at [www.sooscreek.com](http://www.sooscreek.com). Signing of this Agreement will constitute a representation that you have been offered all such materials.**

**A. PRELIMINARY**

- 1. Legal Description of property and any encumbrances (DEVELOPER)
- 2. Required facilities or design modifications (e.g., oversized and/or overdepth), determined by District (DISTRICT)
- 3. Easements and temporary construction permits, as necessary, properly executed and delivered to the District (DEVELOPER)
- 4. Provide preliminary plat (DEVELOPER)
- 5. Fire flow requirements and hydrant locations from Fire Marshall (Water Extensions) (DEVELOPER)
- 6. Cost estimate of special facilities (DEVELOPER)
- 7. Calculation of Main Extension Fee(s) (DISTRICT)
- 8. Application form completed (DEVELOPER)
- 9. Application approved (DISTRICT)
- 10. Payment of Plan Review Fee, or Design Fee if District Special Facilities (DEVELOPER)<sup>1</sup>
- 11. Issue design and construction standards (DISTRICT)

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<sup>1</sup> See Section 11.08. ADDITIONAL FEES AND CHARGES – District pays for first cycle of plan review; Developer pays for subsequent plan review cycles, if necessary.

**B. REQUIRED BEFORE PRE-CONSTRUCTION CONFERENCE**

**Note: Final site plans must be completed prior to pre-construction meeting**

- |                          |   |   |
|--------------------------|---|---|
| <input type="checkbox"/> | 1. Plans and specifications prepared and submitted to District for review   | (DEVELOPER)   |
| <input type="checkbox"/> | 2. Written approval by Developer of system plans and specifications   | (DEVELOPER)   |
| <input type="checkbox"/> | 3. Written approval of final street and storm construction plans by appropriate jurisdiction  | (DEVELOPER)   |
| <input type="checkbox"/> | 4. Approval of water plans by County or City Fire Marshal   | (DEVELOPER)   |
| <input type="checkbox"/> | 5. Review of Plans by King County Wastewater Treatment Division (Sewer Extensions)  | (DEVELOPER)   |
| <input type="checkbox"/> | 6. SEPA (if applicable)   | (DISTRICT)  |
| <input type="checkbox"/> | 7. Approval of plans and issuance of permits by applicable permitting agencies  | (DEVELOPER)   |
| <input type="checkbox"/> | 8. Insurance Certificate  | (DEVELOPER/<br>CONTRACTOR)  |
| <input type="checkbox"/> | 9. Payment of vertical datum, site benchmark, and the first run of pipe and the first manhole verification survey (sewer only); construction record drawing (CRD) survey (by District)    | (DISTRICT/<br>DEVELOPER) <sup>2</sup>                                   |
| <input type="checkbox"/> | 10. Payment of Construction Observation and Admin. Deposit; SCWSD Inspection Deposit; Developer Guaranty Deposit; and Developer Conformance Deposit ; Latecomer agreement preparation fee | (DEVELOPER)<br><br>(DISTRICT)   |
| <input type="checkbox"/> | 11. Provide itemized contractor bid sheet for off-site and on-site work   | (DEVELOPER)   |
| <input type="checkbox"/> | 12. Pre-Construction Conference   | (DISTRICT and<br>ENGINEER;<br>DEVELOPER and<br>ENGINEER;<br>CONTRACTOR) |

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<sup>2</sup> See Section 11.08. ADDITIONAL FEES AND CHARGES – District pays for vertical datum, site benchmark, and the first run of pipe and the first manhole verification survey (sewer only) and CRD survey; Developer pays for subsequent CRD surveys, if necessary.

**Note: For all Developer Extension projects, Developer or representative, Developer's Engineer and on-site representative of the Contractor (e.g., foreman) must be present at the pre-construction conference.**

**C. REQUIRED BEFORE CONSTRUCTION BEGINS**

- 1. Request District Engineer to verify vertical datum and site benchmark survey (sewer only) (CONTRACTOR)
- 2. Payment of Performance Bond for off-site and comprehensive plan or general facility portions of extension (if any) (DEVELOPER)
- 3. One week notice of starting date (DEVELOPER)
- 4. Vertical datum, site benchmark, and the first run of pipe and the first manhole verification survey (sewer only) (DISTRICT)
- 5. Coordination of telephone vaults; coordination of power vault and hand hold locations with Puget Sound Energy (DEVELOPER)

**D. PRIOR TO ACCEPTANCE OF JOB**

- 1. Television inspection of system (sewer only) (DISTRICT)
- 2. Construction Record Drawing (CRD) survey (DISTRICT)
- 3. Approval of construction – final (DISTRICT)
- 4. Certification of areas of all parcels and lots (DISTRICT)
- 5. Verification of site grading to meet plat design (DEVELOPER)
- 6. Construction costs to District (DEVELOPER)
- 7. Preparation of Bill of Sale (DISTRICT)
- 8. Executed Bill of Sale and on-site easements returned to District. NOTE: Easements must be recorded prior to recording of final plat. (DEVELOPER)

**Note: Signed easements ready for recording are required for review before the Bill of Sale will be accepted by the Board of Commissioners.**

- 9. Value of Systems to District (DISTRICT)
- 10. CRD prepared along with the On-From-To document (DISTRICT)
- 11. Copy of recorded final plat, showing minimum floor elevation limitations, if any (DISTRICT)
- 12. Bill of Sale (will not be approved by the Board until District has received all documents) (DISTRICT)
- 13. Memorandum of Developer Extension Reimbursement Agreement (Latecomer), if applicable (DISTRICT)

**Note: Applications for Water Meter and Side Sewer Permits will not be accepted until all of the above items have been accomplished.**

**E. PRIOR TO RELEASE OF DEVELOPER GUARANTY DEPOSIT**

- 1. Final inspection approximately one year from acceptance of Bill of Sale (DISTRICT)
- 2. Notification of necessary repairs and/or restoration (DISTRICT)
- 3. Completion of repairs (DEVELOPER)
- 4. Accounting for any funds applied from Deposits; release of balance (DISTRICT)

EXAMPLE

**SOOS CREEK WATER AND SEWER DISTRICT  
KING COUNTY, WASHINGTON**

**APPLICATION AND AGREEMENT TO ALLOW CONSTRUCTION  
OF EXTENSION TO FACILITIES**

**TO: SOOS CREEK WATER AND SEWER DISTRICT**

The undersigned ("the Developer"), hereby makes application to Soos Creek Water and Sewer District, King County, Washington ("the District"), for permission to construct and install an extension to the District's

Water  
 Sewer

facilities in the public right-of-way under the District's franchise, and/or upon easements approved by the District, and to connect to the District's water distribution system and/or sewage collection system; and in consideration thereof, makes the following representations and agreements, to wit:

**1. LOCATION OF EXTENSION**

Name of Plat/Project \_\_\_\_\_

**2. DESCRIPTION OF PROJECT**

A conceptual drawing of the project must be attached, and by this reference thereto the same is made a part of this Agreement.

**3. INCORPORATION OF OTHER DOCUMENTS**

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

**4. DESCRIPTION OF EXTENSION**

4.01 The proposed extension, as determined at the pre-application review, will consist of approximately

\_\_\_\_\_ Lineal feet of water pipe

\_\_\_\_\_ Lineal feet of sewer pipe

and appurtenances and shall be installed in accordance with the plans and specifications provided by the Developer's Engineer, and in accordance with the standards and conditions for constructing extensions to the District's systems adopted by the Board of Commissioners of the District, the terms of which are by this reference made a part hereof as though set forth in full herein.

4.02 The Limitation Period for Acceptance of this extension, as described in Section 26, shall be 18 months, unless the project includes facilities and improvements required by the

District (Section 6), in which case the Limitation Period shall be 24 months from the date of this Agreement.

4.03 This extension

- Does
- Does not include the installation of facilities for which latecomer reimbursement, as described in Section 22 may be available.

**5. SPECIAL FACILITIES (to be paid for by Developer)**

5.01 Special facilities are those that must be constructed to make service available to the Developer's project, but which are other than the typical mains and appurtenances for developer extension projects (e.g., pump stations and pressure reducing stations).

5.02 For this project special facilities are (check one)

- Not applicable
- Applicable. The description and estimated construction cost of the special facilities are as follows:

**6. FACILITIES AND IMPROVEMENTS REQUIRED BY DISTRICT (to be paid for in whole or part by the District)**

6.01 Facilities and improvements required by the District are as described in Section 21 hereof.

6.02 For this project special facilities are (check one)

- Not applicable.
- Applicable. The description and projected cost thereof are generally described as follows:

**7. PROJECT ACCOUNTING**

<b>PROJECT ACCOUNTING</b>	<b>WATER</b>	<b>SEWER</b>
<b>PROJECT ACCOUNTING DUE WITH APPLICATION</b>		
Due with Application	\$0.00	\$1,250.00
<b>TOTAL DUE WITH APPLICATION-PAID</b>		PAID \$1,250.00
Construction Observation & Admin. Deposit	\$0.00	\$0.00
SCWSD Inspection (including TV sewer inspection)	\$0.00	\$0.00
Developer Guaranty and Conformance Deposit	\$0.00	\$0.00
Additional Easement & Legal Description Review Deposit		
Administration and Pre-Construction Meeting Fee	\$0.00	\$0.00
Latecomer Calculation and Document Fee		
<b>Total Due Prior to Pre-Construction Conference</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Grand total</b>	<b>\$0.00</b>	

**The pre-construction conference will not be scheduled until all fees and deposits have been paid.**

**8. OTHER FEES AND CHARGES – INFORMATIONAL ONLY**

8.01	Plan Review Fee – A minimum Plan Review Fee has been established by the District. The Fee will be paid by the District for the first “cycle” of plan review as described in Section 11.02. For each subsequent cycle of plan review, it shall then be paid by the Developer.	
	Water - (each for second cycle)	\$ 3,000.00 + 20% = \$ 3,600.00
	(for each cycle required after two)	\$ 1,500.00 + 20% = \$ 1,800.00
	Sewer - (each for second cycle)	\$ 3,000.00 + 20% = \$ 3,600.00
	(for each cycle required after two)	\$ 1,500.00 + 20% = \$ 1,800.00
8.02	Construction Record Drawing (CRD) Survey	determined as necessary

The District will pay for the first CRD Survey. If additional Surveys are required due to failure of the Development to conform with District standards, the cost thereof shall be charged to the Developer as an additional fee.

8.03 Consultation/assistance conference as requested by the Developer or Developer's Engineer (one hour minimum) \$ 300.00/hour

8.04 GFR Local Facilities Charge – Interim Rate/Latecomer/Special Connection Charges  
*Updated and payable at time of Bill of Sale*

Interim – ½ Interim Rate: per front foot= ft. x \$ = Total Cost

Water - No. \$85.42 per front foot

Sewer - No. \$97.12 per front foot

8.05 Current District General Facility Charge

A. Residential, per Single Family Unit

Water - \$ 4,809.00 per unit

Sewer - \$ 6,303.00 per unit

B. Public Schools and Commercial Properties; calculated on greater of ERUs based on meter size, or on total property square footage

Water - (if based on ERUs) \$ 4,809 per unit  
(if based on square footage) \$ 0.6011 per sq ft

Sewer - (if based on ERUs) \$ 6,303 per unit  
(if based on square footage) \$ 0.7879 per sq ft

C. Parks shall be evaluated in accordance with Department of Ecology and residential equivalency standards regarding their overall impact and utilization of the system to determine ERUs

8.06 Seattle Public Utility Facility Charge, determined by meter size\*

1" meter size and below \$1,081.00 per ERU

\* Contact the District for your specific meter size costs.

8.07 Trench failure/settlement bond amount \$ \_\_\_\_\_

8.08 Landscape plantings bond amount \$ \_\_\_\_\_

**NOTE: All fees include, and all deposits are subject to the District's regular and ordinary administrative costs, which have been determined to be 20% of the total amount.**

**9. DEVELOPER RESPONSIBILITIES**

**THE DEVELOPER/DEVELOPER'S ENGINEER IS FULLY RESPONSIBLE FOR THE EXECUTION OF ITS PROJECT, AND SHALL PERFORM ALL FUNCTIONS WITH REGARD TO THE PROJECT, INCLUDING THE FOLLOWING:**

- 9.01 Determine District's construction specifications and standards, and advise Developer;
- 9.02 Preparation of plans and specifications;
- A. The final plat map shall be to a scale of 1 inch = 100 feet or 1 inch = 50 feet. The contour map shall be to a scale of 1 inch = 100 feet with contour intervals of 5 feet or less. The road profile and storm plan sheets shall be to a scale of 1 inch = 50 feet and shall be furnished to the District rolled, not folded.
- B. The Developer shall also provide the description, location and elevation of all benchmark data available on the project site, and this information, wherever possible, shall be indicated on the maps furnished by the Developer. Datum shall be King County Aerial Survey (KCAS or NAVD 88). If not provided by the Developer, this data will be procured by the District, and the cost thereof will be charged as Additional Fees pursuant to Section 11.08 hereof, to which fee the Developer hereby consents. The Developer shall also furnish a plat computation work map with a scale of 1 inch = 50 feet, and a certification by the Developer's Engineer of the areas of all lots and parcels within the plat.
- C. Construction plan(s) shall be prepared according to District standards and submitted to the District for review and approval prior to construction.
- D. The plan(s) shall be separate from those plans for plat improvements, storm drainage improvements, and road/street improvements, and plans for other utilities. Plans for water system improvements shall be separate from plans for sanitary sewer system improvements.
- The standard scale of horizontal 1 inch = 50 feet and vertical 1 inch = 5 feet is dependent upon the site information/layout and vertical tolerances. The plan and profile views shall be prepared in such a manner that show complete pipe segments between street intersections and easements without duplication of information, as much as possible.
- 9.03 Send plans to agencies for permitting approval and provide the permits to the District;
- 9.04 Offsite design survey;
- 9.05 Provide two (2) sets of preliminary and ten (10) sets of full size and 2 sets of half sized stamped, approved of final plans and specifications to the District;
- 9.06 Provide current accepted version of AUTOCAD Compatible Drawing (DWG) electronic files on CD Rom; files to include any special fonts used, all external cross-references, lot and street layout with computation data, street and storm plan and profile data, and site topography and proposed site grading plan;
- 9.07 Perform all construction staking.

Construction staking procedures used by field surveyors shall place positions of new facilities such as manhole centers, cleanouts, mains, fittings, etc, dimensioned in the design to within a tolerance of 0.2 feet horizontally and 0.02 feet vertically of design dimension, and meet any design clearance or setback requirements.

Vertical elevations are to be expressed in NAVD 88 datum and tied into sufficient known benchmarks to meet this requirement within said tolerance. Slopes shall be expressed to 4 decimal places (e.g., “.0063” representing “0.63 %”). Control and site benchmarks provided or used to position said facilities shall also be of a quality sufficient to meet said tolerances and datum requirement.

## **10. DISTRICT RESPONSIBILITIES**

### **THE DISTRICT’S RESPONSIBILITY IS LIMITED TO CONFIRMING THAT THE PROJECT CONFORMS TO DISTRICT STANDARDS.**

In addition, the District will be responsible for preparation of SEPA Checklist and Environmental Impact Statement, if required, or other environmental documents necessary for compliance of the Developer’s Project with SEPA. The costs of the SEPA process will be borne by the District; provided, however, that if SEPA review and process is attributable to pipe over 8” required to serve the Developer’s Project, such review and the cost thereof will be borne by the Developer.

## **11. DESCRIPTION OF FEES, CHARGES, AND DEPOSITS**

The following is a description of the fees, charges, and deposits, and the payment terms thereof attributable to this Agreement, and/or necessary to provision of service by the District be paid by the Developer to the District in an amount equal to the current rate schedule adopted by Resolution for design fees for any water and/or sewer District Special Facilities. Payment of the design fee is in consideration of the following basic work:

### **11.01 DESIGN FEE – DISTRICT SPECIAL FACILITIES**

- A. Preparation of plans and specifications;
- B. Regular and ordinary administrative costs attributable to Special Facilities;
- C. Four (4) sets of plans and specifications for Special Facilities; and
- D. Preparation of Bill of Sale for Special Facilities.

**11.02 PLAN REVIEW FEE -** A Plan Review Fee shall be paid to the District for the review of plans by the District to determine compliance with District standards and the requirements of other agencies having regulatory authority or control over the extension. The fee for the first cycle of plan review will be paid by the District, and covers one cycle of plan review. A “cycle” is one submission of plans; a review of the plans by the District and response with required changes; and one review of the plans as corrected. Any additional required reviews shall be deemed "additional" and charged as provided in Section 11.08 of this Agreement. The plans shall be prepared in accordance with the District’s Design and Construction Standards, Standard Plan Requirements.

**11.03 CONSTRUCTION OBSERVATION AND ADMINISTRATION DEPOSIT -** A deposit as determined by the District, payable prior to the Pre-Construction Meeting, toward the estimated actual costs of construction observation and administration that will be attributable to the Project, including 20% for District administrative costs.

**11.04 CRD SURVEY CHARGE -** A Construction Record Drawing (CRD) Survey shall be performed by the District Engineer. The cost for the first Survey will be paid by the District. If any additional survey work is required due to the development’s failure to conform to the District’s standards, such additional survey work shall be deemed "additional" and charged as provided in Section 11.08 of this Agreement.

Measurements taken after construction for production of construction record drawings shall be taken to the same tolerances as the construction staking procedure. Lengths of pipe (run distances) shall be expressed to within 0.5 foot (e.g., "163.5 feet") and elevations expressed to the nearest 0.01 foot (e.g., "423.32 feet") with slopes calculated and expressed to 4 decimal places (e.g., ".0063" representing "0.63%").

11.05 SCWSD INSPECTION DEPOSIT - A deposit as determined by the District toward the estimated cost for District inspection, including but not limited to TV inspection, purity testing, punch list inspection, and District administrative costs. To the extent that actual inspection costs exceed this amount, and/or to the extent such costs are attributable to Developer field revisions or deficient work, they shall be deemed "additional" and charged for as provided in Section 11.08 of this Agreement.

#### 11.06 DEVELOPER GUARANTY DEPOSIT

- A. The Guaranty Deposit shall be to condition the Developer's compliance with the terms, conditions and standards contained or referenced herein, and shall insure the District against any damage to its existing system and/or proposed extension as a result of the Developer's failure to comply.
- B. The Guaranty Deposit shall be used in cases determined by the District when the Developer has failed to make necessary repairs or restoration of any failures, including ditch settlement, of any portion of the extension covered by the guaranty within twenty-four (24) hours after notification by the District of the necessity for said repairs. At the end of the 24 hour period, if the Developer has not accomplished the necessary work, the District will have the work done and pay all costs in connection therewith from the deposit. Determination of any necessary repairs or restoration will be made by the District during the course of periodic inspections and until the final inspection that is to be made within one (1) year of the District's acceptance of the Bill of Sale as provided herein.
- C. The Guaranty Deposit will be retained by the District until all items requiring repair or restoration have been satisfactorily completed, and a copy of King County's or the appropriate city's approval of the plat has been provided to the District.
- D. In the event that the Guaranty Deposit is reduced by application by the District to repairs or restoration prior to the final inspection, the District will notify the Developer of the amount of the Guaranty Deposit which has been utilized, and the Developer shall immediately deposit with the District the amount of such deposit deficiency.
- E. The amount of the Guaranty Deposit shall not constitute a limit on the amount of any District claim, or on the Developer's liability for repairs or restoration, or liability arising out of any other claim by the District for breach of any term of this Agreement. In the event the Main Extension Fee does not cover actual costs, any balance remaining in this deposit may at the District's option be applied to the deficit.

#### 11.07 DEVELOPER CONFORMANCE DEPOSIT

- A. The Developer Conformance Deposit shall be held until the Developer has filed with the District office a copy of the recorded plat and any adjustments, amendments or additions to the easement documents or as-built records of the District that are required due to changes in the following, but not limited to: lot line changes, lot number changes, greenbelt area legal description changes, and changes that require amendment to easement descriptions; any of said changes

having been made after submittal of the preliminary plat plans, short plat or subdivision plans.

- B. The Deposit will be retained by the District until all items requiring adjustment, amendment, or addition have been completed. All costs of such changes for engineering, legal and administration shall be deducted from the deposit and any balance remaining shall be returned to the Developer. The Deposit shall not constitute a limit on the amount to be paid to the District for any such adjustments, and connections to the system will not be allowed until the District has been reimbursed for the full amount thereof if in excess of the amount of the Deposit. In the event the Main Extension Fee does not cover actual costs, any balance remaining in this deposit may, at the District's option, be applied to the deficit, and the Developer shall be provided an accounting thereof.

11.08 ADDITIONAL FEES AND CHARGES - Additional fees and charges shall be paid by the Developer to the District for the costs of work required in addition to the basic work. Additional fees will be based upon the District's current schedule of costs for District employees, and actual engineering, legal and other charges for additional work, plus 20% of the total thereof as the District's administrative costs attributable thereto. Such fees are due upon receipt of the District's invoice, and completed payment is a prerequisite for acceptance by the District of the extension. Additional fees and charges may include, but are not limited to the following:

- A. Costs of obtaining King County, appropriate city, and/or State of Washington or other governmental agency franchises, LSA boundary adjustments, annexations, or required approvals, and charges for any inspections performed by those agencies. (Charges for such services are established by the individual agency and not by the District.)
- B. Costs attributable to any required environmental assessment and evaluation, including SEPA Checklists and Determinations.
- C. Costs of preparation of any special agreements between the Developer and the District, and Resolutions of acceptance.
- D. Actual construction observation costs, attributable to Developer field revisions and/or defective work.
- E. Any and all costs, charges, expenses and damages attributable to failure of the Developer to comply with this Agreement and/or the requirements of any governing agency.
- F. Any and all costs, charges, and expenses incurred by the District to perform or complete any of those functions identified to be performed by the Developer's Engineer.
- G. All costs and expenses billed to the District by the District's Engineer to perform or complete any of those functions identified to be performed by the Developer's Engineer.
- H. Re-notification of customers if Contractor is unable to meet pre-arranged shutdown schedule (water extensions).

All costs, damages and expenses, including reasonable attorney fees, incurred by the District in responding to, and/or defending claims made by third parties for acts of the Developer, its Developer's Engineer or Contractor.

**Note: All amounts remaining from deposits or other funds, including, but not limited to those paid pursuant to this or any other Section of this Agreement, paving deposits, and construction completion deposits for early plat approval, may first be applied by the District to balances owing in the performance of any other portion of this Agreement, and only the balance thereof, after such application, shall be refunded to the Developer.**

11.09 CHARGES REQUIRED AS A CONDITION TO SERVICE (INFORMATIONAL ONLY) – As the service is required, other charges will be due, as applicable, as a condition of service. Descriptions of these charges are provided as information only, and are not collected as a part of the Developer Extension process.

- A. Latecomer/Special Connection Charges - The charge presently allocated against the property to be developed for prior construction for which there is a connection fee established. This charge is to be paid at the time of submission of the Bill of Sale as a condition to commencement of service. After the first year, this charge is subject to an annual OMD charge and will be re-calculated at time of Bill of Sale.
- B. General Facilities Connection Charge - The District's charge for general facilities. This fee is subject to change and is non-refundable. Residential connections are charged on a per living unit basis. Commercial properties, including public and private schools, and all other non-living units will be charged on an equivalent residential unit basis based on water meter size, or on a cost per total property square foot basis, whichever is greater. Public parks will be charged on an Equivalent Residential Unit (ERU) basis. The connection charge shall be paid at the time of application for a meter or side sewer permit, or at such earlier time as may be permitted by Resolution, at the current rate in effect at the time of such application.

## 12. EVIDENCE OF INSURANCE

12.01 The Developer or the Developer's Contractor shall secure and maintain during the life of this contract Public Liability Insurance for bodily injury and property damage liability, including without limitation, coverage for explosion, collapse, blasting and destruction of underground utilities (X.C.U.) and contingent liability, including projects and completed operations and blanket contractual liability, **as shall protect the Developer or Developer's Contractor, the District and its officers, agents and employees, and specifically designating the District's consulting engineering firm, and the representatives or employees of any regulatory agency with personnel on site, as additional named insureds in said policies, all at no cost to the District.**

12.02 The insurance shall cover the District and its officers, agents and employees, its consulting engineering firm, regulatory agencies with personnel on site, the Developer, and the Developer's Contractor and sub-contractors for claims or damages for bodily injury, including wrongful death, as well as other claims for property damage which may arise from operations under this Agreement, whether such operations be by the Developer or by any contractor or sub-contractor or anyone directly or indirectly employed by either of them, and the Developer agrees, in addition, to indemnify and save harmless the District, its officers, agents and employees, and/or its consulting engineers, from all suits, claims, demands, judgments and attorney's fees, expenses or losses occasioned by the performance of this Agreement by the Developer, its Contractor and subcontractors, or persons working directly or indirectly for the Developer, on account of, or in consequence of any neglect in safeguarding the work or failure to conform with the

safety standards for construction work adopted by the Safety Division of the Department of Labor and Industries of the State of Washington.

- 12.03 The amount of such insurance shall be as follows: \$1,000,000.00 combined single limit bodily injury, including wrongful death, and property damage liability. The Developer's insurance policy shall not contain deductible or self-insured retentions in excess of \$10,000, unless approved by the District.
- 12.04 The Developer shall not cause any policy to be canceled or permit it to lapse, and all policies shall include a clause to the effect that the policy or certificate shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance or any other material change until notice has been mailed to the District stating when, not less than ten (10) days thereafter, such cancellation or reduction or change shall be effective.
- 12.05 There shall be provided to the District an "Acord Certificate of Insurance". The Certificate is to be completed in full, endorsed to the required limits, and certified by the Developer's or the Developer's Contractor's insurance company.

**13. PERFORMANCE BOND FOR OFF-SITE AND COMPREHENSIVE PLAN OR GENERAL FACILITY PORTIONS OF EXTENSION**

- 13.01 The Developer shall furnish a fully executed Performance Bond prior to the preconstruction conference, on a form approved by the District and signed by an approved surety or sureties in an amount to be determined by the District Engineer. The Performance Bond shall be conditioned upon the faithful performance of all portions of the extension that are either off-site (not on Developer owned property), or on-site portions of the District's Comprehensive Plan, or General Facilities, which bond shall remain in effect until the Developer has completed all such portions in accordance with District standards and the provisions of this Developer Extension Agreement. The Bond shall also provide that the surety agrees to protect and indemnify the District against any direct or indirect loss claimed
- A. By reason of failure by the Developer or its Contractor to faithfully perform the above-referenced portions of the work; or
- B. By reason of failure by the Developer or its Contractor to pay all contractors, laborers, mechanics, sub-contractors, agents, materialmen, and all persons who shall supply such Developer or its Contractor, or their sub-contractors or agents, with provisions or supplies for carrying out those portions of the Developer Extension described above.
- 13.02 The Performance Bond shall be accompanied by a certification indicating the authenticity of the signing agent to act on behalf of the surety. The District may require the sureties or surety company to appear and qualify themselves upon the bond. Whenever the surety or sureties are deemed insufficient, the District may demand in writing that the Developer furnish additional surety in an amount not exceeding that originally required as may be necessary to cover the remaining portion of the Developer Extension as described hereinabove.

**14. EASEMENTS**

All easements shall be executed on the District's form and shall be prepared and obtained by the Developer at its sole cost and expense prior to commencement of construction. Such easements shall be presented free of all encumbrances, except those acceptable to the District. The District will record a Notice of Executed Easement upon receipt of plat Volume and Page Numbers.

Easements over properties that are not within the development site will be recorded upon receipt. Easements within the development site will be recorded by the District immediately upon receipt, and must in all cases be recorded before recording of the Final Plat.

**15. PERMITS**

All necessary permits and governmental approvals shall be prepared, applied for, and obtained by the Developer before construction commences, at the Developer's expense. The original permit applications shall be provided to the District.

**16. GRADING OF ROADS**

The Developer shall grade all roads to the design subgrade elevation prior to the start of construction or construction staking, and shall advise the District in writing of any changes which may be contemplated during construction. If the Developer changes the subgrade elevation of any road after completion of the extension, or any part thereof, the Developer shall be responsible for all costs incurred by the District as a result of any such change in subgrade elevation. This obligation shall continue in full force until King County and/or any other governing agency releases the right-of-way or road construction bond, or releases any bond of other description provided to ensure the Developer's obligation to the County or other agency for completion of roads within the area of the extension.

**17. SEWER EXTENSIONS - MAINTENANCE OF CORRECT GRADES, AND TELEVISION TESTING FOR CONFORMANCE TO STANDING WATER STANDARDS**

17.01 The Developer and its Contractor shall maintain correct grade at all points between manholes. This requirement shall, at a minimum, require checking of intermediate grades by means of a taut grade wire between no less than three (3) intermediate grade stakes between manholes. In the event that the grade stakes do not line up, the work shall be stopped until the grade is corrected.

17.02 All lines installed by the Developer shall be subject to television testing for conformance to the District's standing water specifications as a condition to the District's acceptance of a Bill of Sale for the extension. The Developer represents that it is, or will make itself familiar with the District's Resolution No. 1904-S, which sets out allowable standing water parameters and the District's policies and procedures for testing and acceptance of sewer mains.

**18. PURITY TESTING OF WATER MAINS**

All water mains shall be purity tested under the District's observation prior to any connection to the District's water system.

**19. CONNECTION TO THE DISTRICT'S SYSTEM**

19.01 Not less than forty-eight (48) hours prior to the time that actual connection to the District's system is requested to be made, application for permission to make such connection at a specified time shall be made by the Developer or its Contractor.

19.02 Any connection to the District's existing system and any testing of a new line require advance authorization by the District, and shall be performed under the observation of the District and/or authorized representative.

**20. USE OF EXISTING MAINS**

There shall be no flow through any on-site or off-site mains or facilities until execution and acceptance of the Bill of Sale.

## **21. FACILITIES AND IMPROVEMENTS REQUIRED BY DISTRICT**

21.01 The District may require the installation of facilities, or modification of the Developer's proposed facility design in order to comply with the District's Comprehensive Plan or to provide service availability to other properties within the District's service areas. The most common example is the oversizing or overdepth of lines, and the construction of offsite facilities. An estimated reimbursement amount for the extra cost of such District-required facilities and improvements shall be determined by the Board of Commissioners prior to start of construction, and shall be established by Motion of the Board. Oversized lines are generally those in excess of eight (8) inches equivalent in diameter. Lines sized over eight (8) inches to meet the development's requirements (e.g., larger diameter to compensate for flatter slopes) are not considered oversizing. Overdepth lines are those deeper than ten (10) feet, and only to the extent they are at least two (2) feet deeper than the development's requirements in order to meet the District's Comprehensive Plan or service availability to other properties.

21.02 In the event of unforeseen circumstances which require an increase in the District's cost obligation from that set by the Motion, this Agreement may be modified by supplemental agreement covering said increase. Developer shall provide complete documentation of its costs attributable to such oversize/overdepth within ninety (90) days of the date of the acceptance of the Bill of Sale for the project. If complete documentation is not provided within ninety (90) days, upon written request from the Developer the District may extend the time at its sole discretion, but only for good cause shown. Failure to provide such documentation shall be considered a waiver of the right to such reimbursement.

Written approval must be secured from the District before the beginning of such work. Upon completion of the extension, the final amount of reimbursement will be confirmed by Resolution of the Board of Commissioners in accordance with and pursuant to the laws of the State of Washington.

21.03 The District may refuse to participate in an extension which would otherwise qualify for District reimbursement if budgetary considerations or the prudent management of the District indicates such participation is not appropriate at the time. In such event, the Developer may proceed to construct its extension, but with the facilities or design modifications, and shall be entitled to a reimbursement agreement with the District, payment to be conditioned upon future events as determined by the District which justify such District expenditure, e.g., development utilizing such oversized facilities and providing General Facility Charge funds to the District.

21.04 In the event the District and the Developer are unable to reach agreement as to a reimbursement amount, or as to the increased costs to the District's obligation due to unforeseen circumstances, the Developer may bring no claim against the District in litigation unless the claim has first been the subject of a non-binding mediation before a single mediator under the Voluntary Construction Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The mediation shall be conducted as soon as is practicable after the completion of the project. This requirement cannot be waived except by an explicit written waiver signed by the District. The request for mediation shall be submitted in writing to the American Arbitration Association. The District and the Developer shall participate in the mediation process in good faith. An officer of Developer, and the General Manager or his designee from the District, both having full authority to settle the claim, must attend the mediation session. To the extent there are other parties in interest, such as engineers, subcontractors, or

suppliers, their representatives, with full authority to settle any claim, shall also attend the mediation session. Unless the District and the Developer mutually agree in writing otherwise, all unresolved claims shall be considered at a single mediation session which shall occur prior to acceptance by the District of the Bill of Sale.

## **22. LATECOMER REIMBURSEMENT AGREEMENT**

Entitlement to latecomer reimbursement shall be determined in accordance with the District's current latecomer policy Resolutions. Execution of this Agreement constitutes application for Latecomer reimbursement for any facilities which would be eligible for such reimbursement. Developer shall provide complete documentation of its costs attributable to such oversize/overdepth and/or latecomer within ninety (90) days of the date of the acceptance of the Bill of Sale for the project. Based thereon, a Memorandum will be completed, adopted by Resolution, and recorded in accordance with RCW 57.22. If complete documentation is not provided within ninety (90) days, upon written request from the Developer the District may extend the time at its sole discretion, but only for good cause shown. Failure to provide such documentation shall be considered a waiver of the right to such reimbursement.

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

## **23. PLAT APPROVAL PRIOR TO COMPLETION OF CONSTRUCTION**

- 23.01 If the Developer desires to obtain final plat approval from King County or the applicable city prior to substantial completion of the extension, the District may allow the Developer to provide the District with a set-aside letter or completion bond in an amount the District determines is reasonably necessary to complete all performances necessary to comply with this Developer Extension Agreement.
- 23.02 All expenses, including engineering, legal and administrative costs will be determined by the District and paid by the Developer; and signed easements, ready for recording, and a Bill of Sale for the extension shall be provided to the District as a condition to the District's acceptance of a set-aside letter or completion bond.
- 23.03 The District will advise the King County Health Department of the Developer Extension Agreement, and of the set-aside letter or completion bond upon its acceptance by the District. The Developer shall provide the final plat recording number, Volume and Page Number of Plats, to the District immediately upon recording of the plat. Acceptance of a set-aside letter or completion bond by the District does not entitle the development to receive service. All performances required under this Agreement must be completed before service will be available.
- 23.04 Upon the Developer's failure to complete the extension and all performances required under this Agreement within the times provided herein, or by any other date mutually agreed upon between the District and the Developer, the District will give ten (10) days written notice to the Developer and thereafter, at its option and without the prior consent of the Developer, accept the Bill of Sale for the extension, assume ownership and control thereof, and utilize the set-aside funds or completion bond to complete the extension and all performances required under this Agreement.
- 23.05 Upon completion of the extension, the District will provide an accounting to the Developer of the expenditures made pursuant hereto. If the set-aside or bond amount was insufficient to complete the extension and all performances required hereunder, a connection charge

will be applied against the properties served by the extension, payment of which will be a condition for receipt of water meter and/or side sewer permits from the District.

- 23.06 To utilize this procedure for allowing a set-aside letter or completion bond the Developer shall provide to the District a written request in letter form in which the Developer specifically represents to the District that it has read and understands the contents of this Section 23, and consents to the terms hereof.

**Note: It is the Developer's obligation to notify the purchaser of any property in the development of the existence and status of any set-aside funds or completion bonds.**

## 24. FINAL ACCEPTANCE

### 24.01 Fully completed

- A. The District will accept title to the extension only when all work has been properly completed, when any damage has been repaired, and when the District has made its inspection and has approved the system as having been completed in accordance with the plans and specifications; provided, however, that there will be no acceptance if the Developer is in default of any of the terms of this Agreement. Acceptance of the extension will be by Resolution of the Board of Commissioners of the District accepting an executed Bill of Sale on the form provided by the District.
- B. Acceptance by the District does not relieve the Developer of the obligation to correct defects in labor and/or materials as heretofore provided, nor of the obligations set forth in the applicable paragraphs hereof. Acceptance will cause the extension to be subject to the ownership, control, use and operation of the District, which may thereafter apply to it all regulations and conditions of service, and make such charges there for as the Board of Commissioners has determined by Resolution to be reasonable and proper.

### 24.02 Substantially completed

- A. At its option, the District may choose to accept a Bill of Sale when an extension is substantially complete, but which cannot reasonably be fully completed prior to the expiration of this Agreement. The Developer will provide the District with a cash deposit in an amount the District determines is reasonably necessary to complete all performances necessary to comply with this Developer Extension Agreement.
- B. All expenses, including engineering, legal and administrative costs will be determined by the District and paid by the Developer; and signed easements, ready for recording, and a Bill of Sale for the extension shall be provided to the District as a condition to the District's acceptance of a cash deposit.
- C. Acceptance of a cash deposit by the District does not entitle the development to receive service. All performances required under this Agreement must be completed before service will be available.
- D. Upon the Developer's failure to complete the extension and all performances required under this Agreement prior to the expiration hereof, the District will give ten (10) days written notice to the Developer and thereafter, at its option and without the prior consent of the Developer, accept the Bill of Sale for the extension,

assume ownership and control thereof, and utilize the cash deposit to complete the extension and all performances required under this Agreement.

- E. Upon completion of the extension, the District will provide an accounting to the Developer of the expenditures made pursuant hereto. Any balance will be returned to the Developer. If the cash bond was insufficient to complete the extension and all performances required hereunder, a connection charge will be applied against the properties served by the extension, payment of which will be a condition for receipt of water meter and/or side sewer permits from the District.
- F. To utilize this procedure for allowing a cash deposit the Developer shall provide to the District a written request, in letter form, in which the Developer specifically represents to the District that it has read and understands the contents of this Section 24, and consents to the terms hereof.

## **25. BILL OF SALE CONDITIONS**

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

- 25.01 The Developer is the lawful owner and has the right to transfer the extension, that the extension is free from all encumbrances, and that the Developer will warrant and defend the same against all claims and demands of any person.
- 25.02 All bills for labor and materials have been paid and the Developer has provided a certificate from all contractors providing work on the installation of the extension, and the Developer's Engineer, acknowledging that the contractor(s) and Engineer have been paid in full and/or do fully release, transfer, assign and set over to the District all of their rights, title, claims and interest therein.
- 25.03 The Developer has submitted to the District the total costs incurred in the installation of the extension, and supporting detail thereof; including but not limited to invoices, payouts, measurements of materials, and other such evidence of the costs incurred for the extension.
- 25.04 The consideration for the Bill of Sale shall be the District's incorporation of the improvements into its overall water distribution and/or sewer conveyance system.
- 25.05 The Developer warrants that for a period of one (1) year from the date of the Bill of Sale the water and/or sewer system will remain in acceptable working order and condition, except where abused or neglected by the District, and the Developer will repair or replace at its own expense any work or material that is shown to have been defective during said one (1) year period of warranty.
- 25.06 The Developer warrants that paving which has been completed will remain in acceptable condition for two (2) years from the date of the Bill of Sale. For paving which has not been completed on the date of the Bill of Sale, for which there is a paving deposit, the Developer warrants that after the paving has been completed, it will remain in acceptable condition for two (2) years from the date of the Bill of Sale, or one (1) year from the date of completion of the paving, whichever is later. The Developer will repair or replace at its own expense any paving work or material that is shown to have failed during the applicable period.
- 25.07 The Developer agrees to defend and hold the District and its Engineer harmless for trench failures or settlement occurring over any portions of the system installed on private

property for two (2) years from the date of the Bill of Sale. The District and its Engineer do not, by virtue of their construction observation and/or inspection, assume liability for such failures, any such construction observation and/or inspection being for the District's purposes of ensuring the soundness of the installation of its system facilities, and not as a warranty of compaction or other restoration on private property. The performance of this condition shall be secured by a bond in the amount specified in Section 8.07.

25.08 The Developer warrants that bushes, trees and other landscaping plantings installed as a part of the permit-required restoration will remain in acceptable condition for the time from the date of the Bill of Sale specified in the applicable permit. The Developer will maintain such plantings at its own expense during such period. The Developer shall replace at its own expense any such plantings that have failed during the applicable period. The performance of this condition shall be secured by a bond or cash payment in the amount specified in Section 8.08. In the alternative, and at the District's option, the District and the Developer may agree on an amount of payment to the district for which the District will assume the obligation for maintenance and replacement of landscape plantings required hereunder.

25.09 The Developer has submitted a copy of the recorded plat, and all necessary easements.

## **26. LIMITATION PERIOD FOR ACCEPTANCE**

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

26.02 If the extension is not completed and ready for acceptance within said period, the Developer's rights under this Agreement shall cease and no additional administrative, engineering or legal services will be provided by the District unless and until the Developer makes a new application, or until the District consents to the renewal of the expired Agreement. If the District consents to the renewal of the Agreement, and in consideration thereof, the District's actual costs incurred to the date of renewal shall be accounted, and if they exceed the amount of the fees collected by the District to the date of renewal, the Developer shall pay the difference. In addition, the Developer shall pay all administrative, legal, engineering, construction observation and inspection costs attributable to the renewal, together with a renewal fee of \$50.00 per utility. Any renewal shall be for the same number of months specified in Section 4.02. hereof, and shall be from the date of expiration of this Agreement without regard to the date of application or consent to such renewal.

## **27. ASSIGNMENT OF AGREEMENT**

If the Developer desires to assign the Developer Extension Agreement, it shall give the District written notice of its request to do so. Assignment may be accomplished only by the execution by the Developer, by the assignee, and by the District of the ASSIGNMENT AND COVENANT TO PERFORM, listed under "Documents" herein above, the terms of which are incorporated herein by

this reference as though fully set forth. Except upon completion of an assignment in accordance herewith, the Developer and the property shall remain fully responsible for performance of this Agreement, and the District may enforce the terms of this Agreement against the Developer and the Property without regard to any purported assignment by any other method.

## **28. CANCELLATION OF AGREEMENT**

28.01 A Developer Extension Agreement may be cancelled under the following circumstances:

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

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

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

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

## **29. DELINQUENT INVOICES**

In the event any invoice authorized by this Agreement is not paid within 30 days, it shall be considered delinquent. Simple interest of 6% (but no more than the prime lending rate of the District's bank plus four percentage points) per year shall be added thereto until paid. After 60 days from the date of invoice, the District may stop all work by it and the District Engineer

required under this Agreement. After 120 days from the date of the invoice, the District may record liens against the property for the original invoice amount, plus the recording fee, and enforce such liens in accordance with R.C.W. 57.08.081(4).

**30. BREACH OF CONTRACT – ATTORNEY FEES**

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

**31. RECORDING OF NOTICE OF EXECUTION OF AGREEMENT**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
DEVELOPER – Printed Name

\_\_\_\_\_  
DEVELOPER - Authorized Signature

\_\_\_\_\_  
ADDITIONAL OWNER SIGNATURE

\_\_\_\_\_  
SIGNATURE OF SCWSD GENERAL MANAGER  
Approving Application and Agreement

Date \_\_\_\_\_, 20\_\_\_\_