KING COUNTY WATER DISTRICT NO. 125
KING COUNTY, WASHINGTON

RESOLUTION NO. 05-09-14-388

RESOLUTION OF THE BOARD OF COMMISSIONERS OF KING COUNTY WATER DISTRICT NO. 125, KING COUNTY, WASHINGTON, APPROVING AND ADOPTING AN AGREEMENT FOR CONSTRUCTING EXTENSIONS TO THE DISTRICT'S WATER SYSTEM

WHEREAS, Chapter 57.22 RCW authorizes water districts to enter into contracts with owners of real property located within the district's boundaries seeking to construct extensions to the district's water system at such owner's sole cost where such extensions are required as a prerequisite to further property development; and

WHEREAS, such developer extension agreement may contain such conditions as the district may require pursuant to the district's policies and standards as set forth in Chapter 57.22 RCW; and

WHEREAS, the Board of Commissioners of King County Water District No. 125 ("District") now desires to approve and adopt a form agreement for constructing extensions to the District's water system in the form attached hereto as **Exhibit A** and incorporated herein by this reference ("Developer Extension Agreement"); and

WHEREAS, the District Superintendent and legal counsel have recommended that the Developer Extension Agreement be approved and adopted for use in the District; now, therefore,

BE IT RESOLVED, by the Board of Commissioners of King County Water District No. 125, King County, Washington, as follows:

1. The Developer Extension Agreement in the form attached hereto as **Exhibit A** is hereby approved and adopted for use in the District effective the date set forth below.

2. All District resolutions, policies and procedures are hereby superseded, rescinded and modified to be in accordance with the Developer Extension Agreement adopted herein.

ADOPTED by the Board of Commissioners of King County Water District No. 125, King County, Washington, at a regular open public meeting thereof held on the 14th day of September, 2005.

Board of Commissioners
King County Water District No. 125

Commissioner

Commissioner

Commissioner

King County Water District No. 125
Seattle, Washington

Board of Commissioners

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Jerry Thornton
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Russ Austin

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KING COUNTY WATER DISTRICT NO. 125
SEATTLE, WASHINGTON

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DEFINITIONS

(a) "District" means King County Water District No. 125, its Board of Commissioners and authorized representatives, and the District 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 for the work to be performed under this agreement.

(c) "Developer" means the owner or owners of property to be benefited by the proposed extension, including the Developer's agents.

(d) "Developer Engineer" means the engineering firm, and that firm's representatives, which may be retained by the Developer at its option, to design and prepare the Plans for the work to be performed under this agreement in accordance with District specifications.

(e) "Contractor" means the person or firms 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 water distribution system.

(h) "Plans" means drawings, including reproductions thereof, of the work to be done as an extension to the District's water distribution system, prepared or approved by the District Engineer, and approved by the District Board of Commissioners.

(i) "Specifications" means the directions, provisions, standards and requirements established 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 incident to the performance of the work other than in these General Specifications.

(k) "Developer Extension Improvements", "extension improvements," "extension", or "improvement" means the water improvements referenced in the application to construct extensions to the District's utility systems contained in this Developer Extension Agreement.

(1) "General Facility Charge" means the charge to property owners seeking to connect to the District's water 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 water system to serve real property abutting or adjacent to local water 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 the (1) installation of such facility by developer extension agreement; (2) payment of a latecomer reimbursement obligation; (3) participation in a ULID which installs such system; or (4) payment of a charge for such system as established by the District for a District "financed" facility. The Developer shall pay the local facility connection charges in addition to District water general and special facility connection charges.

(n) "Special Connection Charge" means the charge to property owners seeking to connect to the District's water systems to serve real property abutting or adjacent to local water facilities for which the property owner has not paid an equitable share of the costs of such system subject to a special local facility connection charge previously established by the District pursuant to RCW 57.08.005.

(o) "Reimbursement Agreements"

"Latecomer" means property owners seeking to connect to the District's water systems to serve property abutting or adjacent to local water 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 a District financed extension facility or the latecomer reimbursement obligation has expired. Such latecomer reimbursement charge paid pursuant to this section shall be in lieu of any local facility charge.

(p) "Oversizing Reimbursement" means reimbursement by the District to the developer installing a water 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 written agreement with the District providing for such oversizing prior to the installation of the main which is the subject of oversizing reimbursement.

PART A

INFORMATION, INSTRUCTIONS, AND APPLICATION

PART A - INFORMATION, INSTRUCTIONS, AND APPLICATION

SECTION A.1. GENERAL INFORMATION

A.1.a ABOUT KING COUNTY WATER DISTRICT NO. 125

The District's water system has been developed in accordance with the District's Water System Comprehensive Plan to assure the efficient and orderly construction of the system. The plan shows the location and size of major transmission lines, reservoirs, pump stations, and other existing and future facilities.

The Comprehensive Plan and descriptions of the District's legal and ultimate service area boundaries are available for inspection at the District office.

A.1.b DEVELOPER EXTENSIONS

1. General

Upon approval by the Board of Commissioners, extensions to the District's water system may be made pursuant to a Developer Extension Agreement with the District. All extensions are further subject to compliance with applicable state laws, county and city ordinances, resolutions, and rules and regulations of the District. All extensions must be constructed and installed in accordance with the District's conditions, specifications, and construction details hereinafter set forth. Any work not so performed may be rejected by the District, in which case the District shall have no obligation whatsoever to accept the extension and provide water service to the owner's property.

2. Phasing of Developer Extension Application

If the Applicant intends to phase the improvements within his/her property, the District will require that a phasing plan be submitted at the time of application. The District may require that a separate Developer Extension Agreement be entered into for each phase, so that each phase of the improvements can be transferred to the District, in its entirety, for final ownership, operation and maintenance.

A.1.c CONNECTION CHARGES

All property provided water service through the District water system must pay its pro rata share of the cost of general facilities. This pro rata share is paid through connection charges, the amount of which is set by resolution of the Board of Commissioners on a uniform, nondiscriminatory basis and as may be revised from time to time as necessary to reflect cost increases and changes in the Comprehensive Plan. General facilities include supply facilities, transmission lines and reservoirs. Payment of all connection charges for the project is due at the Preconstruction Meeting. The District's connection charges are subject to change at any time at the discretion of the Board of Commissioners of the District. If a Developer Extension Agreement is in full force and effect during such a change, the District will give the Developer not less than 30 days written notice before such changes are applied to the Developer's property as described in the Agreement.

SECTION A.2. INSTRUCTIONS AND APPLICATION

A.2.a GENERAL

The Developer shall prepare, execute and submit to the District this signed Agreement and pay other required charges as hereinafter set forth as a condition to District considering approval. The Agreement must be signed by the Developer as well as all additional owners of the subject property. Upon acceptance of the Agreement by the District, by resolution of the Board of Commissioners, the signed Agreement and all documents defined in Section B1.a hereof becomes the entire Agreement between the Developer and the District for the construction of the Extension. A checklist, set forth in Section A2.l, is provided for convenience of the Developer in executing the work.

A.2.b LOCATION OF EXTENSION

1. Property to be Served

The Extension shall serve the property described herein. A legal description of such property shall be attached to this agreement and shall be incorporated by reference.

2. Facilities to be Constructed

The Extension shall be located on public rights-of-way and easements as required by the District. The Developer shall attach to the Application, as *Exhibit B,* which is incorporated by reference, a scaled drawing showing existing and proposed rights-of-way and easements. Developer shall obtain all necessary easements either in the name of the District or the name of the Developer as approved by District in the form attached hereto and incorporated herein by this reference. If obtained in the name of the Developer, such easement will be assigned to the District prior to acceptance of the Extension.

A.2.c DESIGN OF EXTENSION

In accordance with RCW 57.08.150, the Developer may choose to have the Developer's engineer design the Extension. In such event, the District shall charge a plan review fee as hereafter provided. If the design of the Extension and preparation of the Extension plans and specifications are provided by the District Engineer, all costs and fees for design must be paid in advance by the Developer as hereafter provided. The design and construction plans and specifications may be subject to the approval of the State of Washington Department of Health, the King County Fire Marshal, King County, pursuant to the King County Road Standards (Chapter 8), and King County Code Section 20.50, King County Drainage Guidelines, City of Tukwila and City of SeaTac ordinances and standards, and other agencies.

A.2.d FEES, COSTS AND DEPOSITS

1. Engineering

a. Basic Work

Engineering and inspection costs shall be paid to District by the Developer for the following basic work:

1) Preparing or reviewing the plans and specifications for extensions.

2) Submission of said plans and specifications to the regulatory agencies for approval and permits.

3) Inspection of the work performed. (B3.p.2)

4) Providing the construction stakes (one set).

b. Deposits for Basic Work

1) The engineering fees for above described work are payable in advance. The following table represents a refundable deposit to be applied to such fees, except that there shall be no refund if costs are below the minimum deposit. The deposit is payable at the time of formal application.

Basic Engineering Work for District Designed Extensions:			
	Min. Deposit		Per Ft. Deposit
Plan Design	$2,000	or	$1.75/L.F.
Construction Staking	$500	or	$1.25/L.F.
Construction Inspection	$1,500	or	$1.50/L.F.
Agency Plan & Fee Requirement	$500	or	$0.50/L.F.
Total	$4,500		$5.00/L.F.

Basic Engineering Work for Developer Designed Extensions:			
	Min. Deposit		Per Ft. Deposit
Plan Review	$1,000	or	$1.00/L.F.
Construction Inspection	$1500	or	$1.50/L.F.
Agency Plan & Fee Requirement	$500	or	$.50/L.F.
Total	$3,000		$3.00/L.F.

Time & Materials evaluated on an individual case basis.

c. Deposits and Fees for Design of General Facilities

The Engineering fees for general facilities, such as pump stations, water storage tanks, master meter stations, and other special facilities not normally required in

water line extensions, shall be paid on a time and materials (T & M) basis, or fixed fee basis, as determined by the District and shall be paid or deposited when required by District. Such fees are in addition to the engineering fees otherwise specified herein. The District may, at any time, estimate such fees and require them to be deposited with District prior to the performance of any engineering work. Engineering fees for general facilities may be reimbursable subject to approval of written reimbursement agreement by the District's Board of Commissioners at the time of final acceptance.

d. Deposits and Fees for Other Work

Additional fees for all other engineering services provided by District will be charged on a time and expense basis and shall be promptly paid by Applicant. District may at any time estimate such fees and require them to be deposited with District prior to the performance of any such work. Such other services may include but are not limited to the following items:

1) All costs associated with transfer of electronic data and preparation of base mapping for design of system.

2) Revision of the Plans and Specifications occasioned by the need, request, or act of the Developer.

3) As-Built of system as constructed.

4) Obstruction, delay or prevention of construction staking, replacement of stakes and additional staking.

5) Re-inspection of deficient work.

6) Additional inspection (in excess of an amount covered by deposit) as deemed necessary by the District/Engineer or requested by Applicant.

7) Overtime inspection (see B4.b).

8) Additional engineering services required by District or requested by Developer pursuant to this agreement or which is otherwise necessary or appropriate for the construction, completion or final acceptance by District of the Extension.

2. District Overhead

a. An amount equal to fifteen percent (15%) of the basic engineering fees shall be paid to the District for overhead and administrative costs at the time of submittal of this Application. Such amount shall be non-refundable.

b. Additional overhead and administrative costs for unusual work not related to the basic fees but incurred by District and necessary to complete the performance of the Developer Extension Agreement, and not caused by the act or neglect of the District, will be charged to the Developer on a time and expense basis and shall be promptly paid.

3. **Final Acceptance Fee**

The District will collect a flat fee of $500.00 to cover the costs of closing, bond handling and post closing expenses.

4. **Other Costs**

The Developer shall pay all other costs which may be incurred by the District for performance of the Developer Extension Agreement not covered in items numbered 1 through 3, including but not limited to the following:

a. Fees and charges required by other governmental agencies such as, but not limited to, the Boundary Review Board.

b. Costs related to annexations and franchises.

c. Costs of publication of notifications and elections.

d. Right-of-way permits and City, County and State inspection fees.

e. Negotiation for and preparation of easements as required.

f. Payment of title insurance premiums or fees incurred for title searches.

g. Permits and approvals required by City, King County DDES, Public Works, Fire Marshal's office, and other agencies.

District may estimate such fees and costs and require them to be deposited with District prior to the performance of any such work.

5. **Schedule of Payments/ Survival of Obligation/Final Accounting**

Payments due from Developer hereunder are as follows:

a. All minimum deposits and the District overhead fee must accompany Developer's submittal of this Application to District.

b. All other fees shall be paid within twenty (20) days of the billing date.

c. The District may from time to time perform an accounting of costs and fees charged to and payments paid by Developer pursuant to this Agreement. If at some point in the project, available funds are less than 20% of the deposited amount, the District may invoice the developer for further deposited fees, which shall be paid by the developer within 20 days of the billing date.

District shall issue a final billing or refund following final acceptance of the Extension depending upon whether Developer's deposits have covered all the costs due hereunder (except there shall be no refund on Minimum fees paid). Developer's obligation to pay any and all unpaid charges due hereunder shall survive final acceptance of the Extension by District.

A.2.e COMPLIANCE WITH THE STATE ENVIRONMENTAL POLICY ACT (SEPA) OR NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

If the proposed Extension and appurtenances are not exempt from the provisions of RCW 43.21C, the State Environmental Policy Act (SEPA) or 42 USC Section 4321 Et, Seq. the National Environmental Policy Act (NEPA), the Developer, as a condition to performance by District of its obligations under this Agreement, must prepare and submit an environmental checklist on forms provided by the District with respect to the proposed Extension and otherwise comply with the provisions of SEPA or NEPA and procedures of the District for handling projects subject to such statutes. The District will then serve as the lead agency in determining the environmental significance of the proposed Extension unless a State or County or City agency having jurisdiction over the project assumes lead agency status. If an environmental impact statement is required, Developer shall pay all costs of proceedings before governmental agencies in respect thereto including the costs of appearances of the Engineer and Attorney for the District in participating in any such proceedings.

District assumes no liability or responsibility to Developer for the interruption of the work due to SEPA or NEPA requirements or litigation commenced by third parties against District and/or Developer to delay or stop the proposed project by reason of environmental concerns. District will not cause its Engineer to prepare any plans for the extension until all environmental proceedings are completed and the necessary approvals obtained so that the project can proceed.

A.2.f PREPARATION OF PLANS

The Developer may have its engineer prepare the Plans for the Extension according to District Standards and Specifications or have the District Engineer prepare the Plans, provided that the District Engineer may decline to accept such engagement. Developer shall pay the costs of preparation and review of the Plans as provided herein.

1. **Prior to commencing preparation of the Plans, Developer must:**

   a. File with the Engineer a contour map of the project with the contour intervals of five (5) feet or less and using a scale of one (1) inch equals fifty (50) feet.

   b.. File with the Engineer a description, location, and elevation of all benchmark data available on the project site and indicate this information, wherever possible, on the maps.

2. **If Developer elects to have its engineer prepare the Plans, then the following requirements shall apply:**

   a. Developer must obtain District approval of Developer's Engineer. Developer's Engineer must be competent, based on industry standards, to design and prepare plans for Class A water systems. Developer shall submit its Engineer's qualifications to District for review and approval prior to the commencement of design work.

   b. Upon completion of 1 and 2a. above, a pre-design meeting shall be held with the District, it's Engineer, Developer and Developer's engineer in attendance. It is

expected that this meeting will occur approximately ten (10) days after completion of 1 above.

c. At the pre-design meeting, the Engineer shall submit to Developer's engineer a conceptual plan illustrating the overall system grid required, the necessary sizes of pipes, gradients of water lines and such other special requirements as may be deemed necessary. The District or District Engineer shall also submit to Developer's engineer such copies of as-built drawings for surrounding District utilities as may be available, and such other relevant information as may be available.

d. Upon receipt of the conceptual plan, Developer's Engineer shall prepare and submit to the District Engineer a preliminary design and plan as required by the District engineer. All plans prepared by Developer's engineer shall be prepared in accordance with the District's Notes and Details and relevant portions of Specifications for Design (available from the District).

e. After review of the preliminary design and plan by the District Engineer, Developer's engineer shall prepare a final plan and submit four (4) copies of the final Plan to the District. The District shall have the right to require such changes to the final Plan as may be deemed necessary at its sole discretion.

A.2.g PLAN CHANGES

The Plans may be modified by the District before or during the course of construction in the event of changes in circumstances, land use, zoning, unforseen conditions, or for any other reasonable cause.

A.2.h ADMINISTRATIVE REQUIREMENTS

1. Evidence of Insurance (See Section B2.j)

2. Indemnity (See Section B2.a)

3. Permits (See Section B2.c)

4. Easements

All required easements upon which the Extension is located shall be prepared by the Developer and approved by the District Engineer as to form and content, including easements within future public right-of-way. The easements shall be obtained in the form attached to this document at the cost of the Developer, shall name the District as grantee and shall be delivered to the District prior to acceptance of the Extension. The District may require title insurance or a title search to confirm and insure the District's interest in all required' easements.

5. Performance Bond

Developer shall provide the District with a performance and payment bond(or a cash deposit held in a bank savings account in the name of the District)("Performance Bond") prior to the preconstruction meeting in a form (see Section C1) and in an

amount equal to 115% of the estimated construction costs, naming the District as Obligee or Account Party. The Performance Bond shall obligate the Developer to complete the extension work and to pay all costs of labor performed, and materials and equipment furnished to complete the work.

6. **Maintenance Bond**

As a condition precedent to the District's final acceptance of the Extension, the Developer shall furnish a Maintenance Bond (or a cash deposit held in a bank savings account in the name of the District or an assignment of funds) which shall continue in force for one (1) year after title to the Extension has been received and accepted by the District. The bond shall be in a form (See form C4) acceptable to the District and in an amount equal to 15% of the total construction costs incurred, and shall require the Developer and the bonding company to correct defects in labor and materials which arise in said system and also to correct damage to the system caused by Developer or third parties, such as other contractors or builders.

A.2.i CONSTRUCTION REQUIREMENTS

1. **Compliance with District Standards**

The Developer shall install the Extension in accordance with the Plans, the General Conditions and Standard Water Notes and Details.

2. **Grading of Roads**

Developer shall grade all roads to the design subgrade elevation approved by King County or Cities of Tukwila or Sea-Tac prior to the start of construction and shall advise the District in writing during construction of any changes which may be contemplated or required. If the Developer changes the subgrade elevation of the road after completion of the water line construction, or any part thereof, Developer agrees to raise or lower the water line and/or service connections as required by the new subgrade elevation at no cost to the District. This Developer obligation shall remain in full force and effect until King County or other municipality having jurisdiction releases the right-of-way or road construction bond or bond of other description reciting the Developer's obligation for the completion of roads within the area.

3. **Connection to the District's Water System**

The connection to the District's water system shall not be made until:

a. Satisfactory water quality and pressure tests of the Extension have been made. (No temporary connections to the system for test water will be allowed without a backflow prevention device approved by the Washington State Department of Health.)

b. The Developer has applied to the District Superintendent for permission to make the connection (not less than 48 hours prior to the time requested).

c. The Developer has received approval from the District.

d. The connection must be made in the presence of a District representative.

A.2.j DISTRICT ACCEPTANCE OF EXTENSION

1. Final Acceptance

No service connections (other than of a temporary nature) to the water system will be allowed until all conditions and requirements for acceptance and operation under this Agreement are fulfilled.

Acceptance shall be subject to satisfactory completion of the following:

a. All work on the Extension has been completed in accordance with the terms and conditions of the Developer Extension Agreement.

b. The District has made final inspection, has approved the Extension as having been completed in accordance with the Plans and Specifications.

c. All fees due hereunder have been fully paid, including a final acceptance fee under Section A2.d.3.

d. All compaction reports filed and up to date.

e. All construction punch list items completed.

f. All pressure test(s) complete.

g.. Water quality testing and acceptance by the District, the State of Washington and/or King County Health Departments of water samples taken at representative points.

h. All easements and bill of sale received, approved and accepted.

i. As-built plans submitted and approved.

j. Maintenance bond (or assignment of savings account in lieu of bond) has been received, approved and accepted.

Acceptance of the extension shall not occur until the Board of Commissioners of the District adopts a resolution providing therefor.

2. Limitation of Period for Performance of Developer Extension Agreement

This Agreement shall be valid and in force for eighteen (18) months from the date of approval by District. If the Extension is not completed and accepted within such period, then the Developer's rights under this Agreement shall cease and the District will take no further action unless:

a. The Developer has applied in writing and the District has, in its sole discretion, approved an extension of time for completion; and

b. The Developer has paid all costs and fees due hereunder.

This Agreement shall become null and void upon expiration. In the event the Agreement terminates, the Developer, in order to perform any additional work, may be required to make a new application for a developer extension agreement to the District. Any such new agreement, or any extension to the original Agreement, entered into between the District and the Developer shall be subject to any new or amended resolutions or policies of District which have taken effect since the execution of the original agreement.

Project Name: _____

A.2.k DEVELOPER INVESTIGATION APPLICATION

(Provide the following information)

Connection charges are determined by the rate schedules in effect at the time of connection.

Extension Description (To be prepared by Applicant)

- **General Information:**

  Name of Project: _____

  Name of Developer: _____

  Is this Developer considered an ___ Individual or ___ Corporation?

  Address: _____

  Contact Person: _____ Telephone _____

  Name of Engineer: _____

  Address: _____

  Contact Person: _____ Telephone _____

- **Property Information:**

  Street Address: _____

  Legal Description: _____

  Zoning: _____

  Property Owner: _____

  (Please Submit Copy Of Title Report or Tax Statement)

- **Residential Development:**

  Size Of Project: (In Acres) _____Type of Use (Circle all that apply): SF MF

  Number Of Proposed Lots/ Units:_____SF____MF

  Approximate Length of Extension Required: (L.F.) _____

  (Please submit a copy of a preliminary layout of the project, with contours, minimum interval 5 feet, at a scale of 1□=100□ or larger)

- **Commercial Development:**

  Size Of Project:

  Acres: _____ Number of Units: _____

  Number of Buildings: _____ Total Square Footage: _____

  Approximate Length Of Extension Required:(L.F.) _____

  (Please submit a copy of a preliminary layout of the project, with contours, minimum interval 2 feet, at a scale of 1"=100' or larger.)

Project Name: _____

Notes: _____

_____

_____

_____

Applicant certifies that the foregoing information is true and correct to the best of its knowledge:

Signature of Applicant:_____ **Date:**_____

☐ Grid map number (Filled in by District):_____
☐ Initial lot and roadway configuration plans submitted.

Project Name: _____

Minimum Deposits: ALL CHARGES SUBJECT TO CHANGE WITHOUT NOTICE
(This Section prepared by District)

a. Developer Extension Fees (DUE AT THE TIME OF FORMAL APPLICATION)

Engineering (A2.d.1):

☐ District Designed Extensions L.F. x $5.00 $_____
($4,500.00 Minimum)

☐ Developer Designed Extensions L.F. x $3.00 $_____
($3,000.00 Minimum)

Sub-total #1 $_____

☐ District Overhead (A2.d.2) $_____
(15% of Subtotal #1)

Sub-total #2 $_____

☐ Acceptance Fee $_____
($500.00 Lump Sum)

☐ Developer Extension Contract Booklets $_____
($ 50.00 Each, 2 Books Required)

Total Developer Extension Fees $_____

Note: The Developer Extension Fees Listed Reflect Basic Services Only. See Section A2 of the District Developer Extension Agreement.

b. Connection Charges (A1.c, DUE PRIOR TO CONSTRUCTION AT PRECONSTRUCTION MEETING)

☐ General Facilities Charges: ___ Units x $ ___ /Unit $_____

Total Connection Charges $_____

Summary:

Total Developer Extension Fees $_____

Total Connection Charges $_____

Other _____ $_____

Total Charges Due $_____

Previous Balance $

Total Charges Remaining $_____
as of: ___ (Date)

Notes: _____

_____

Project Name: _____

A.2.I CHECK LIST

1. Required before plans are started

Date

_____ a. Application form completed (Developer)

_____ b. Developer Extension fees paid (Developer)

_____ c. Application approved (District)

_____ d. Developer Extension Agreement prepared and signed and accepted by (District)

_____ e. Environmental proceedings completed (Developer and District)

_____ f. Preliminary Plat (scale 1" = 100" or 1" = 50') (Developer)

_____ g. Road Plans & Profiles (horizontal 1" = 50', vertical 1"= 5') (Developer)

_____ h. Contour Map with 2' contour intervals(scale 1" = 100") (Developer)

_____ i. Copy of plat map or site plan showing fire hydrant locations approved and signed by the Fire Marshal

2. Required before Pre-Construction Meeting is held

_____ a. Plans and Specifications are complete in accordance with District requirements. (Developer)

_____ b. Plans and Specifications sent to State and County and City Agencies for approval (Engineer/Developer)

_____ c. State and/or County and/or City permits received (District)

_____ d. Performance Bond (Developer)

_____ e. Certificate of Insurance (Developer)

_____ f. County or City Plan Review, Approval and Inspection Fees Paid (Developer)

_____ g. State Health Department approval received (Engineer/Developer)

_____ h. County D.D.E.S., City and Fire Marshal approval received (Developer)

_____ i. Payment of Miscellaneous fees then due (Developer)

_____ j. Payment of all Connection Charges (Developer)

3. Required before Construction begins

_____ a. Material List submitted and approved (Developer)

_____ b. 48 hour notice of starting date (Developer)

_____ c. Horizontal and Vertical Survey Control in place (Engineer)

_____ d. Construction stakes in place (Engineer/Developer)

_____ e. Construction right of way permit issued and easements from third parties (if applicable) are in place.

Project Name: _____

4. **Required for Acceptance**

_____ a. All fees paid (Developer)

_____ b. All compaction reports filed and up to date. (Developer)

_____ c. All final punch list items complete (Developer)

_____ d. All pressure test(s) and purity approved (District/Engineer)

_____ e. Approval of all construction (District/Engineer)

_____ f. All easement documents received, Approved & Accepted (Developer/Engineer)

_____ g. Bill of Sale Received, Approved & Accepted (Developer/Engineer)

_____ h. Maintenance Bond in place (Developer)

_____ j. Resolution prepared and signed (District)

_____ k. Release of Performance Bond (District)

_____ l. As-Built Plans (Developer / Engineer)

5. **To be done one year after acceptance**

_____ a. Final inspection prior to end of warranty year (District)

_____ b. Completion of Punch List from final inspection (Developer).

_____ c. Release of Maintenance Bond (District)

A.2.m APPLICATION AND AGREEMENT TO CONSTRUCT WATER SYSTEM EXTENSION TO WATER DISTRIBUTION SYSTEM AND ACCEPTANCE BY DISTRICT

Pursuant to Chapter 57.22 RCW and applicable District resolutions, policies and procedures, the undersigned hereby makes application to King County Water District No. 125 of King County, Washington, for permission to construct and install a water system extension and appurtenances in the public right-of-way and/or easements and to connect the same to District's water distribution system in accordance with District's standards, specifications and construction conditions as set forth in the Contract Documents. This Application relates to the real property legally described as follows:

[or attach legal description]

In consideration of the approval hereof by District, Developer agrees to observe and perform all the terms and conditions required to be performed and observed by the Developer in the Contract Documents including, but not limited to, payment of all charges, fees and costs as set forth herein. Upon acceptance by resolution of the Board of Commissioners of District and execution hereof on behalf of the District, this Application and Agreement shall become a final and binding contract between the parties hereto. Each and every provision of the Contract Documents shall be read and construed as part of this Application and Agreement.

Upon completion of the installation of the water system extension, herein authorized in accordance with terms and conditions of the Contract Documents, the District will accept title thereto by a warranty Bill of Sale in the form and content provided herein, free and clear of encumbrances and provide water service to Developer's property subject to all rules, regulations, rates and policies of the District and as the same may be amended from time to time. These Contract Documents constitute the entire Agreement between the District and the Developer concerning the subject matter hereof.

Dated at _____, Washington, this_____ day of _____,_____
DEVELOPER: _____
By: _____
(Authorized Signature for Developer)
It's: _____
a ____ corporation
a ____ partnership
a ____ joint venture
a ____ limited liability company
a ____ soleproprietorship

ADDITIONAL OWNERS OF PROPERTY:
Dated at _____, Washington this _____ day of _____, _____.
By: _____
(Authorized Signature for Owner(s))
It's: _____
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 the authority of the individual signing this Agreement to do so. The District may require that a corporate resolution authorizing the representative to sign the Agreement be provided to the District.
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. The District may require that a partnership resolution authorizing the representative to sign the Agreement be provided to the District.
3. If the Developer is a limited liability company, this Agreement must be executed by its duly authorized managing member. The District may require that an LLC resolution authorizing the representative to sign this Agreement be provided to the District.

Accepted and Approved by the Board of Water Commissioners by Resolution No. _____ this _____ day of _____, _____.

KING COUNTY WATER DISTRICT NO. 125 OF KING COUNTY, WASHINGTON, A MUNICIPAL CORPORATION, BOARD OF COMMISSIONERS

By: _____
President

By: _____
Secretary

By: _____
Commissioner

SECTION A.3. DESIGN AND DRAWING STANDARDS

A.3.a DESIGN STANDARDS

The work shall be done in accordance with the plans and specifications prepared by the Engineer and/or the Developer's engineer and approved by the District. As a preliminary guide to applicants, the following general design and construction criteria are set forth:

1. Pipe shall be ductile iron unless otherwise approved by the District and as indicated on the plans.

2. Fittings must be cast iron or ductile iron (cement lined).

3. Unless otherwise approved by the District, standard 53 inch MVO fire hydrants are required approximately every 400 feet in residential areas. Standard 53 inch MVO hydrants or larger are required every 300 feet in commercial areas.

4. Pipe runs from main line to standard hydrants less than 50 feet in length must be a minimum of 6 inches. Pipe runs from main line to standard hydrants more than 50 feet in length must be a minimum of 8 inches.

5. Two-inch air and vacuum release valves shall be installed at principal high points in the system.

6. Dead-end lines are not permitted except in certain cul-de-sac streets, in which case blow-offs must be provided at the end of the main. Every effort shall be made to loop the distribution system.

7. In estimating cost, applicants should generally assume in single family detached residential areas, 8-inch mains, hydrants every 400 feet, and a valve cluster at every intersection.

8. System improvements required for multi-family/commercial/industrial developments will be considered and defined by the District at the time service is requested. All costs for domestic service, fire protection, storage, pumping facilities and flow rate control of the supply will be borne by the commercial/industrial developer.

9. All easements shall be a minimum of fifteen (15) feet in width.

10. Mains shall be extended to the furthest boundary of the Developer;'s property to allow for future extension by others, unless a more limited extension is approved by the District.

11. Mains shall be laid only in dedicated streets or in easements which have been granted to the District. A street is not dedicated until the plat which created it has been filed with the King County Recorder, or unless the County has a deed of record.

A.3.b DRAWING STANDARDS

1. PLANS, GENERAL

All Plans shall be ink on a reproducible cut mylar sheet 24□ x 36□ utilizing the Standard District title block as provided by the District Engineer. Additionally, an AutoCAD Disk, latest version, shall be provided to the District Engineer. All existing and proposed water improvements shall be shown. All new or proposed water improvements shall be depicted by a heavy solid line. Line size shall be equivalent to a number 3 pen. All existing water improvements shall be depicted by a thin or dashed line. All plans shall be plan view. The District can request profile drawings to show relationship to other underground utilities and where the water line shall cross railroad tracks, streets, rivers and drainage ditches and any other places where it would clarify construction. When more than one sheet is required to cover all of the construction area, an overall drawing will be required. Preliminary plans can be on regular bond paper. All final plans shall have the Section, Township and Range printed at the top center of each sheet.

2. THE PLAN DRAWING (Scale 1" = 50' unless larger scale is requested by District)

Plans will be drafted with the plan view placed directly above and on the same sheet as the profiles. The Plan drawing shall show clearly the relationship of the water main to existing and proposed underground utilities as well as its relationship to street paving, curb, gutters and sidewalks. All valves, fire hydrants, fittings, bends and other appurtenances shall be called out and fully located by stationing along centerline of street, or base line of easements, etc.

3. THE OVERALL DRAWING (Scale 1" = 100')

The overall drawing shall show the relationship of the new utility main to all existing and proposed underground utilities. All information, including, but not limited to lot lines, buildings, right-of-ways, other utilities, contours, etc., shall be shown. Also, the approximate location of the valves, fire hydrants, catch basin and manholes shall be shown. The only dimension or call outs necessary on this drawing are the various utilities and their approximate location off the centerline of the street or an approved reference line.

4. SHOP DRAWINGS

Shop drawings shall be on standard size reproducible sheet and may be at any scale which will adequately show the detail necessary for fabrication or construction of the piping, equipment, machinery, etc.

5. AS-BUILT DRAWING

As-built drawings shall meet all the requirements of the plan drawing.

6. WATERMAIN ALIGNMENT

The watermain alignment as well as all other utilities must be shown and incorporated into the scheme of temporary erosion controls and permanent drainage facilities subject to approval by King County or the City of Tukwila or Sea-Tac . Work within King County jurisdiction must be in accordance with the County Road Standards Chapter 8, the King County Code 20.50 and Drainage Guidelines and amendments. This may require obtaining a King County Grading Permit and/or a variance in accordance with the King County Sensitive Areas Ordinance.

7. DRAWING SYMBOLS

Drawing symbols and line types shall conform to the APWA WSDOT CAD Standards.

PART B

GENERAL CONDITIONS FOR DEVELOPER EXTENSIONS

PART B - GENERAL CONDITIONS FOR DEVELOPER EXTENSIONS

These are general conditions to all contracts for the construction by Developers of Extensions for King County Water District No. 125. Reference to, or requirements for, non-applicable conditions for any particular contract will be construed to have no meaning relative to the performance of such work.

SECTION B.1. CONTRACT DOCUMENTS

B.1.a EXISTING FACILITIES SHOWN ON DRAWINGS

Existing facilities, including utilities, shown on the drawings are plotted from information available to the Engineer. This information generally comes from "as-built" drawings and data obtained from the particular utilities concerned. The data are shown on the drawings for the convenience of the Developer and unless otherwise stated, the Engineer and the District do not guarantee its completeness, precision, or dimensions. Any omission or inaccuracy shall not relieve the Developer from any responsibility under this Contract nor create any liability on the part of Engineer or District.

B.1.b ERRORS AND OMISSIONS

If the Developer, in the course of the work, becomes aware of any errors or omissions in the Contract Documents, or in the layout as given by survey points and instructions, or becomes aware of any discrepancy between the Contract Documents and the physical conditions of the work, Developer shall immediately inform the Engineer, and the Engineer, if it is deemed necessary, shall correct the Plans and advise the Developer accordingly. In such event the district shall extend the contract completion date which shall be the Developer;'s sole remedy.

B.1.c DEVELOPER'S COPIES OF CONTRACT DOCUMENTS

At least one set of Contract Documents shall be kept on the site in good condition, and at all times shall be available to the District and Engineer.

B.1.d AS-BUILT DRAWINGS

Upon completion of the work, Developer shall furnish District a complete and accurate set of "As-Built" drawings showing locations of all facilities and appurtenances to within 0.5 feet of actual location. In the event of variances greater than such tolerances, or lack of adequate marking, District will not make connections until the Developer deposits with District an amount equal to the costs which District estimates will be incurred in locating the facilities and added costs of making the connection as a result of such departure from the "as-built" plans.

SECTION B.2. LEGAL RELATIONS AND RESPONSIBILITY

B.2.a DEVELOPER LIABILITY, INDEMNITY, DEFEND AND HOLD DISTRICT HARMLESS

To the maximum extent permitted by law, the Developer shall be responsible for all property, materials, equipment and personnel utilized in any manner in connection with the work.

To the maximum extent permitted by law, the Developer shall defend, indemnify, and hold harmless the District, its Board of Commissioners, officers, employees, agents, contractors, consultants and the Engineer from any and all liability, claims, demands and judgments, made or entered against them or any of them, whatsoever for any injuries, loss, or damage, to persons or property arising out of or in any way connected with this Contract or any act or omission of Developer, its contractors, agents and consultants, other than that resulting solely from the negligence of the District.

If a court of competent jurisdiction determines that this Agreement is subject to the provisions of RCW 4.24.115 then, in the event of liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of Developer and District, Developer's liability hereunder shall be limited to the extent of Developer's negligence. Solely for purposes of this indemnification, Developer hereby waives its immunity under RCW Title 51 (State Industrial Insurance). The parties acknowledge and agree that such waiver has been mutually negotiated and bargained for.

At the District's option and election, the Developer shall assume the defense and shall bear all costs and expenses connected therewith of any claim, suit, recovery or judgment to which the foregoing indemnity applies that may be brought or obtained against the District, its Board of Commissioners, officers, employees, agents, contractors, consultants and Engineers. In the event that any lien is placed upon the property of the District or such other parties identified above, in connection with or as a result of such suits, the Developer shall at once cause the same to be discharged by giving bond or other security acceptable to District.

B.2.b COMPLIANCE WITH LAWS

1. Federal, State, and Local Laws

The Developer shall fully comply with all Federal, State, and local laws, regulations, and ordinances governing, controlling, or limiting in any way the work or the persons engaged in the work.

2. Compliance with Environmental Laws

During construction the Developer shall comply with all pertinent requirements of Federal, State, and local environmental laws and regulations including, but not limited to, the Federal Clean Air Act, Federal Clean Water Act, State and local noise ordinances, construction site erosion control regulations, Sensitive Areas Ordinance #9614, trench excavation safety systems (WAC 296) and if applicable, shoreline construction requirements.

3. **Notice to Engineer**

If the Developer observes that the contract documents, or any part thereof, are inconsistent or at variance with any law, regulation or ordinance Developer shall promptly notify the Engineer in writing, and any necessary changes shall be made. If the Developer performs any work contrary to laws, regulations, or ordinances, or prior to obtaining permits, permission under franchises, licenses or bonds as required to be furnished by or obtained by the District, Developer does so at his/her own risk and his/her own expense.

B.2.c FRANCHISES, PERMITS AND LICENSES

Permits and licenses of a temporary nature, necessary for and effective during the prosecution of the work and subsequent guaranty period, shall be secured and paid for by the Developer. The District shall secure and pay for all franchises, permits and licenses which are to be maintained after the completion of the guaranty period of the Contract.

B.2.d PUBLIC SAFETY AND CONVENIENCE

The Developer shall conduct all work with proper consideration for public safety and convenience. This requirement shall include, but is not limited to, the maintenance of traffic, access to fire hydrants, use of sidewalks and public and private driveways, and the proper functioning of existing private and public facilities such as gutters, drains, ditches, natural water courses and the like.

Where construction consists of replacement of, or modification to, existing facilities such as existing sewer or water lines, pumping facility or treatment works, the Developer shall provide for the normal maintenance and operation of such facilities during construction.

The Developer shall obtain prior approval from the Engineer, the affected owners and the proper governmental authority to obstruct traffic or to disturb any existing private or public facility.

B.2.e HAZARDOUS WASTE OR MATERIALS

The Developer shall insure that any work involving asbestos cement pipe and/or any hazardous or toxic materials is performed by persons or firms licensed and certified by the State of Washington to perform such work. Developer shall assume all risk and all liability for the removal and disposal of asbestos and any hazardous or toxic materials and shall insure that the removal of such materials is pursuant to all City, County, State and Federal Regulations. Developer shall be responsible for any and all fines or penalties which may be levied due to its violation of any of the aforementioned laws and regulations.

B.2.f PROTECTION OF PUBLIC AND PRIVATE PROPERTY

The Developer shall adequately protect public and private property adjoining or affected by the work including lawns, trees, shrubs, sidewalks, curbs, pavements, utilities, vehicles and structures. Repair of such property, resulting from damage by the Developer's operations, shall be the responsibility and at the sole expense of the Developer.

Whenever it is necessary in the course of the work to remove or disturb such property or improvements, without limiting the generality thereof, and whether on private or public property, the disturbed property or improvement shall be replaced to a condition equal to or better than that existing prior to the disturbance.

B.2.g PROTECTION OF WORK

The Developer shall be responsible for the care and protection of the work including all materials delivered, all work performed, and all loss or damage thereto, until completion and final acceptance by the District. Work damaged during construction shall be repaired or replaced at the expense of the Developer to the satisfaction of the District.

B.2.h SAFETY AND HEALTH STANDARDS AND ACCIDENT PREVENTION

The Developer shall comply with the safety standards of applicable building and construction laws and codes including the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America; United States Department of Labor; "Safety and Health Regulations for Construction" published by the Occupational Safety and Health Administration; as well as the Washington State Department of Labor and Industries General Safety and Health Standards, Safety Standards for Construction Work, Trench Excavation Safety Systems (WAC 296) and "The Manual on Uniform Traffic Control Devices." The Developer shall be solely and completely responsible for working conditions on or near the job site, including safety of all persons and property during the performance of work. These requirements shall apply continuously and shall not be limited to normal working hours.

The Developer shall maintain, at a well-known place on the job site, all articles necessary for giving first aid to the injured and, before employees shall be permitted to work at the job site, the Developer shall make standing arrangements for the immediate removal to a hospital or to a doctor's care of persons, including employees, who may be injured on the job site.

The duty of the District or Engineer to review the Developer's construction performance does not include review of the adequacy of the Developer's safety measures. Developer shall take full responsibility for safety of all work.

B.2.i USE OF FACILITIES

Prior to acceptance of the work by District personnel according to the terms of this Contract, District may use any portion of the Extension which it deems fit for use without compensation or charge as long as such use does not materially interfere with the work.

B.2.j DEVELOPER;'S INSURANCE

1. Immediately upon District's approval of this Contract, the Developer shall purchase and maintain during the term hereof 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 with endorsements attached, or a Certificate of Insurance with such endorsements attached as are necessary to comply with the requirements hereof. Failure of the Developer to fully comply with the requirements regarding insurance will be considered a material breach of this Contract

and shall be cause for immediate termination of the Contract and of any and all District obligations hereunder.

2. The Developer shall not begin work under the Contract until all required insurances have been obtained and until such insurances have been approved by the District. Said insurance shall provide coverage for the Developer, the District and the Engineer. 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, its contractors, or by anyone directly or indirectly employed by either of them.

3. The insurance policies shall specifically name the District, its elected or appointed officials, officers, employees, and Engineer with regard 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 Contract.

4. The District shall be given at least 45 days written notice of cancellation, nonrenewal, material reduction or modification of coverage. Such notice shall be by certified mail to the District.

5. The coverages provided by the Developer's insurance policies are to be primary to any insurance maintained by the District. Any insurance policies that might cover this Contract which are maintained by the District shall be in excess of the Contractor's insurance and shall not contribute with the Contractor's insurance.

6. 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 in respect to 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.

7. 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 the Extension.

8. The Developer's insurance policies shall not contain deductibles or self-insured retention in excess of $10,000 unless approved by the District.

9. 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.

10. **Type and Limits of Insurance Required:**

Commercial General Liability

- $1,000,000 each occurrence Bodily Injury and Property Damage liability (Coverage for removal of and disposal of asbestos containing materials, for Contracts dealing with asbestos containing materials.)
- $2,000,000 annual aggregate
- Employees and volunteers as Additional Insured
- Premises and operations
- Broad form property damage including underground, explosion and collapse hazards (XCU)
- Products completed operations (through guaranty period)
- Blanket contractual
- Subcontractors
- Personal Injury with employee exclusion deleted
- Employers liability (Stop gap)

Automobile Liability.

- $1,000,000 per accident Bodily Injury and Property Damage Liability, including:
- Any owned automobile
- Hired automobiles
- Non-owned automobile

Umbrella Liability

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

11. 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.

12. Providing of coverages in the stated amounts shall not be construed to relieve the Developer from liability in excess of such limits.

13. The Developer shall maintain Workers Compensation insurance and/or Longshore and Harbor Workers insurance as required by state or federal statute for all of Developer's employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Developer shall require the subcontractors similarly to provide Workers Compensation insurance and/or Longshore and Harbor Workers insurance for all of the latter's employees to be engaged in such work.

    In the event any class of employees engaged in the work under this Contract is not covered under Workers Compensation insurance or Longshore and Harbor Workers insurance as required by state and federal statute, the Developer shall maintain and cause each subcontractor to maintain Employers Liability insurance for limits of at least $1,000,000 each employee for disease or accident, and shall furnish the District with satisfactory evidence thereof.

14. The contractual coverage of the Developer's policy shall be sufficiently broad enough to insure the provisions of the hold harmless and indemnification provisions of this Contract.

B.2.k ATTORNEYS' FEES

In the event either party hereto commences legal action, including appeals, against the other to enforce the provisions of this Agreement or for damages for breach thereof, the prevailing party, as determined by the court, shall be entitled to recover its costs actually incurred, including attorney fees. The amount of costs incurred shall be presumed to be reasonable, but such presumption may be rebutted.

B.2.l JURISDICTION AND VENUE/ARBITRATION

The parties agree that the appropriate court of the State of Washington shall have jurisdiction over any dispute that arises between them and that the venue shall be in King County, provided however that the parties may mutually agree to arbitration of disputes.

SECTION B.3. CONTROL OF WORK

B.3.a AUTHORITY OF THE DISTRICT/ENGINEER

The Engineer shall represent the District in an advisory and consulting capacity in engineering matters relating to the Contract. The Inspector may be an employee of District or Engineer. In either case, the Inspector shall represent the District or Engineer, whichever is applicable, for purposes of this Agreement. The Engineer and District shall have the rights and duties listed below. Nothing contained herein or elsewhere in the Contract Documents shall be construed as requiring the District or Engineer to direct the method or manner of performing any work by the Developer under this Contract. The District or Engineer:

1. Shall determine the quality, acceptability, and fitness of the work.

2. Shall decide all questions relative to the classification and measurement of quantities and materials, and the fulfillment of this Contract.

3. Shall have the power to reject or disapprove of work which does not conform to the Contract Documents.

1. Shall have authority to stop the work whenever, in its opinion, such stoppage may be necessary to ensure the proper execution of the Contract.

2. May decide the sequence of work where such decision is for the purpose of avoiding conflict with other work being performed by the District or by others in the same general locality.

The decision of the District or Engineer in the matters described above shall be final. The Engineer acting alone shall not have the authority to waive any term, condition, or provision of the Contract or the obligation of the Developer to fully perform the Contract.

B.3.b SUGGESTIONS TO THE DEVELOPER

At various times, the District or Engineer may offer suggestions to the Developer which may or may not be followed at the Developer's discretion. Any suggestions by the District or the Engineer, if followed by the Developer, in whole or in part, shall be used at the sole risk and responsibility of the Developer. The District and the Engineer shall neither assume nor have any responsibility for the consequences of Developer following such suggestions, and the Developer shall not be relieved of any obligations under the Contract.

B.3.c NOTICES TO THE DEVELOPER

Any notice or other communication, given by the District or the Engineer to the Developer under this Contract, shall be considered properly served upon the Developer if deposited in the U. S. Mail, postage prepaid in any post office and addressed to the Developer at the address given in the Contract Documents.

B.3.d COORDINATION

The Developer shall coordinate all work with that of the District or any other party employed by the District in proper sequence, to avoid conflicts, to the satisfaction of the Engineer. Any conflict arising between the Developer and any other party employed by the District shall be decided by the Engineer, and the Developer shall abide by this decision. If the Developer's work is delayed because of any acts or omissions of any other party, or of the District, the Developer shall on that account have no claim against the District other than for an extension of time.

B.3.e ASSIGNMENT OF CONTRACT

The Developer shall not assign this Contract, or any part thereof, or any monies due, without the prior written consent of the District and the Surety. Consent of the Surety will not be required if the Surety has waived its right to notice of assignment.

B.3.f CONTRACTOR AND SUBCONTRACTORS

The Developer shall be fully responsible to the District for all work, and all acts and omissions, of its contractor and subcontractors and persons either directly or indirectly employed by them.

B.3.g CONFORMITY TO PLANS AND SPECIFICATIONS

All work shall be done in strict conformity to the plans and specifications, to the exact lines and grades fixed by the Engineer, and to such instructions with reference thereto as the Engineer may give from time to time.

The District shall have the right to make reasonable changes in dimensions and location of pipe and/or other materials and equipment, if said action will expedite the work or result in a better constructed and more easily operable facility without incurring any liability to Developer or Developer's contractor.

B.3.h SUPERVISION OF WORK BY DEVELOPER

The Developer shall give full and proper supervision to the work, using Developer's best skill and attention. The Developer shall designate a competent superintendent and keep him or her on the site during the progress of the work. The Developer's superintendent shall represent the Developer in its absence and all directions given to him or her shall be binding as if given to the Developer.

B.3.i WORKMANSHIP AND MATERIALS

The Developer shall at all times enforce strict discipline and good order among its employees and contractors and shall not employ on the work any unfit person nor anyone not skilled in the work assigned to him or her. The Developer shall use only competent contractors to perform the work. The Developer shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and all other facilities necessary for the execution and completion of the work. All workmanship, equipment, materials, and articles incorporated in the work shall be new, shall be the best available grade, and shall be of a quality equal to, or better than, that specified. The Developer shall file three (3) copies of a materials and equipment list with the District prior to proceeding with construction. This list shall include the quantity, manufacturer, and model number (if applicable) of materials and equipment to be installed under the Contract. This list will be checked with reasonable promptness by the District or Engineer regarding conformity with the plans and specifications. The District or Engineer shall be sole judge in the question of "or equal" of any materials and equipment proposed by the Developer. The Developer shall pay to the District the cost of tests and evaluations by the District or Engineer to determine acceptability of any alternate proposed by the Developer, in accordance with the established rates of Engineer for time and expense work, the total cost of which may be charged by the District as additional fees.

The Developer shall make any required corrections and file two (2) corrected copies with the Engineer within one week of notification of deficient or unacceptable items. The Engineer's review and acceptance of the lists shall not relieve the Developer of its obligations under paragraph B1.d.

B.3.j MATERIALS AND EQUIPMENT FURNISHED BY DISTRICT

Developer shall receive, inspect, store, and accept all District furnished items of material and equipment if applicable, subject only to latent defects. Claim shall be made in writing within five (5) days after discovery of any latent defect. Damages or loss shall be limited to the cost of and labor for replacement of any such damaged item. In any event, the liability

of District for furnishing an item having a latent defect is limited to damage or loss resulting from use thereof, only to the extent that such loss or damage is recoverable by the District against the supplier. District shall include in its claim to the supplier the amount of damage claimed to the Developer or Developer's contractor or District may assign to Developer any claim which District would otherwise have against any such suppliers, and the sole remedy of Developer shall be by suit or action on such assigned claim. District agrees to cooperate with Developer in furnishing facts or data to assist Developer in prosecuting any action on an assigned claim.

B.3.k STORAGE OF MATERIALS AND EQUIPMENT

Materials and equipment shall be safely stored by the Developer to ensure the preservation of their quality and fitness for the work. Stored equipment and materials shall be placed so as to facilitate inspection. The Developer shall be responsible for all loss or damage that may occur to all materials and equipment until the same are incorporated in the work and until the completion and final acceptance of the work by the District.

B.3.l SHOP DRAWINGS

The Developer shall submit with such promptness as to cause no delay in his/her own work or in that of any other Developer, three (3) copies of all shop or setting drawings, and schedules required for the work of the various trades in the performance of the ork, or where requested by the Engineer.

The Engineer shall pass on the shop drawings with reasonable promptness. If corrections are required, the Developer shall make the corrections and within one week shall file with the Engineer three (3) corrected copies and furnish such other copies as may be needed. The Engineer will return at least one (1) set of approved drawings to the Developer. No material shall be fabricated until the shop drawings have been approved by the Engineer.

The Engineer's approval of any shop drawing is understood to be an acceptance of the character and sufficiency of the details and not a check on any dimension, and will not relieve the Developer from responsibility for errors of any sort in shop drawings or schedules, whether or not such errors are found by the Engineer in checking of such details.

No changes shall be made in any shop drawing after it has been approved except by the consent or the direction of the Engineer in writing.

The Developer shall be responsible for all changes in adjacent or related work necessitated by changes in shop details, whether or not these changes are shown in shop drawings.

B.3.m LOCATION, STAKING, BOUNDARIES

1. The Developer shall furnish all property boundary surveys that may be deemed necessary by Engineer. The Developer shall also provide reasonable and timely assistance and access to enable construction surveying and inspection to be performed by District or Engineer.

2. The Engineer will provide construction staking for location of the various parts of the work and give such lines and grades as necessary, in his opinion, for the proper construction of the work.

3. The Developer shall provide a minimum of 72 hours advance notice in writing to the Engineer requesting that the Engineer provide the construction staking outlined in item 2. above. Prior to the Engineer performing the above staking, the Developer shall have provided the following on-site surveying:

   a. Road centerline on 100' centers on tangents and 50□ centers in curve plus P.C.s, P.T.s and intersections.

b. Front lot corners or off-sets to front corners (at a specific and consistent distance) and alignment stakes.

c. Benchmarks approximately every 500 feet.

4. Working operations may be suspended by the Engineer without liability to District or Engineer for such brief and reasonable time, as may be required, for the giving of lines and grades, and the taking of measurements.

5. The Developer shall not proceed with construction until such time as the Engineer has completed the construction staking and has provided the Developer with any other necessary instructions. The Developer shall transfer line and grade from the stakes provided by the Engineer at the Developer's expense.

6. Any restaking, for whatever reason, as well as additional staking which the Developer may desire, will be performed and charged directly to the Developer on a time and material basis.

B.3.n STAKES AND MARKS TO BE PRESERVED

All stakes, benchmarks, and reference points established by the Engineer shall be carefully preserved by the Developer. In the case of their destruction by the Developer or Developer's subcontractor or any of his employees, such stakes and marks will be replaced by the Engineer at the Developer's expense.

All stakes, benchmarks, reference points, and official monuments, owned by others, shall be carefully preserved or replaced. In the event any such markers are disturbed, as a result of the Developer's operations, the cost of replacement shall be borne by the Developer. Replacement markers shall be of a type and quality equal to that originally existing and satisfactory to the Engineer. Replaced markers shall be located so as to clear existing utilities or any other interferences and placed in a manner consistent with recognized engineering and surveying practice.

B.3.o DISTRICT/ENGINEER TO HAVE ACCESS

The District and Engineer at all times shall have access to the work and to the locations where the work is in preparation. The Developer at all times shall maintain proper facilities for such access.

Where applicable, the Developer shall also provide proper facilities for access to all sites of work for representatives of Federal, State, and local regulatory agencies, such as the U.S. Environmental Protection Agency, the State Water Pollution Control Agency, and Health Departments.

B.3.p INSPECTION AND TESTS

1. General

Inspection and test of work and materials shall be in accordance with District and other regulatory requirements and standards, and shall be strictly for the benefit of the District. No approvals, comments or suggestions issued by the Engineer,

District or Inspector shall be construed to relieve the Developer of any obligations under the Contract. All construction shall be subject to full time inspection at the sole discretion of the District, and other regulatory agencies.

2. **Scheduled Inspections and Tests**

The following scheduled inspections and tests shall be conducted by the Inspector:

a. Start of construction inspection.

b. Scheduled inspections during the course of the work.

c. Test inspections.

d. Final inspection.

e. End of Warranty Period inspection (to be conducted at least two weeks prior to expiration of Developer's Maintenance Bond).

Other scheduled inspections and tests may be required to comply with other sections of these Contract Documents, District or Engineer's instructions, laws, or ordinances. Some inspections and tests may be conducted by a person or firm designated by the District who has special expertise in the kind of work to be inspected.

3. **Requests for Inspections and Tests**

The Developer shall give the Inspector timely notice when the state of the work is such that a scheduled inspection and test can be conducted. When the inspection and test is to be conducted by authorities other than the Inspector, the Developer shall coordinate all inspection arrangements through the Inspector.

4. **Intermediate Inspections and Tests**

Intermediate inspections and tests during construction may be conducted as deemed necessary by the Inspector and other governing authorities.

5. **Examination of Materials**

The Developer shall furnish such samples, testing, and labor as may be required for the Inspector to make a thorough inspection and examination of materials to be used in the work. The neglect or failure on the part of the Inspector to condemn or reject inferior material or work shall not be construed to be acceptance of the materials or the work.

6. **Certification of Materials**

At the request of the Inspector, the Developer's material suppliers may be required to furnish a certification, from a recognized testing laboratory, to certify that the material supplied, and for which the certification was requested, is in full compliance with the Contract Documents.

7. **Rejection of Materials and Workmanship**

The Inspector shall have the right to reject materials and workmanship which are defective, or to require their correction. Rejected workmanship shall be promptly corrected, and rejected materials shall be removed from the premises.

8. **Questionable Work**

Should it be necessary for the Inspector, prior to final acceptance of the work, to make an inspection or reinspection of work already completed by removing or tearing out any portion thereof, the Developer shall on request, promptly furnish all necessary facilities, labor and materials to do so.

9. **Responsibility for Costs**

The following costs are the responsibility of the Developer:

a. Costs of material samples and testing.

b. Costs of labor, equipment and materials to perform required inspections and tests of the work including extra/full time inspection as required.

c. Costs of uncovering and correcting work for inspections or testings that were covered without approval or consent of the Inspector.

d. Costs of uncovering questionable work and corrections thereof, prior to final acceptance, when such work is found to be defective in any respect.

e. All costs incurred by the District for all further inspections and tests of materials and work rejected at scheduled inspections.

f. All costs for overtime inspection

B.3.q CORRECTION OF DEFECTIVE WORK

The Developer shall promptly remove from the construction site all work or materials listed by the Inspector as failing to conform to the Contract, whether incorporated in the work or not. The Developer shall promptly replace and re-execute such defective work in accordance with the Contract and without expense to the District and shall bear the expense of making good all work of others destroyed or damaged by such removal or replacement. Failure or omission on the part of the Inspector to condemn unsuitable, inferior, or defective work and/or labor or material or equipment furnished under the Contract shall not release the Developer or its bond from performing the work in accordance with the Contract Documents.

In the event the Developer does not accomplish corrections or repairs, after reasonable notice at or within the time specified, the work may be otherwise accomplished by District and the cost thereof shall be borne by the Developer.

If, as a result of the failure of the Developer to make corrections and repairs or in the event of an emergency and time does not permit the District to give notice to the Developer before

making corrections and repairs (such as where damage may result from delay in making of corrections and repairs or where loss of service to customers will result), temporary needed corrections and/or repairs may be made by the District and the cost thereof shall be borne by the Developer.

When corrections and repairs of defects are made, the Developer shall warrant such corrections and repairs for one year after acceptance of the corrections and repairs by the District.

The Developer shall be responsible for any loss, damage, costs, and expenses incurred by the District resulting from defects in the work including actual damages, costs of materials and labor expended by the District in making emergency corrections and/or repairs, costs of engineering, inspection, legal services, and District's administrative overhead costs.

B.3.r WARRANTIES OF DEVELOPER

Developer warrants to District as follows:

a. The Developer owns without encumbrance the facilities and real property interests which constitute the Extension and that title to the Extension and all easements upon which the Extension is situated, shall be vested in District free and clear of encumbrances, liens or defects. The Developer will defend the title and right of possession of the District against all third party claims of title or encumbrance. The Developer has the right to construct and install the Extension in and upon the land area in which it is installed.

b. The Extension has been constructed in accordance with the Plans and Specifications and this Contract and is readily operable as an integral part of the District's system.

c. All copies of warranties or guarantees from the Developer's contractor, subcontractors and/or suppliers have been assigned and delivered to the District.

d. For a period of one (1) year from the date of acceptance by the District of title to the Extension, all parts of the Extension shall be guaranteed by the Developer to remain in proper working order and condition. Within seven (7) days of mailing notice of discovery of a defect by District, the Developer shall start work to repair or replace, at his own expense, any defective work during the period of this guarantee. Said repairs and replacement work shall be promptly completed. At the option of the District, the warranty period may be extended for a reasonable time not to exceed one year to ensure that all corrections shall perform as required herein.

SECTION B.4. PROSECUTION AND PROGRESS OFWORK

B.4.a CONSTRUCTION SCHEDULE

Before beginning the work, the Developer shall submit a proposed construction schedule to the Engineer indicating the various subdivisions of the work and the dates of commencing and finishing each. The schedule shall show the time allowed for testing and other required procedures prior to the works being put into operation. The Developer shall inform the Engineer of any changes to the construction schedule.

B.4.b OVERTIME INSPECTION

At the sole discretion of the District, overtime inspection may be allowed or required. A minimum of 48 hours notice in writing is required prior to scheduling overtime inspection. Overtime inspection shall include inspection performed during other than normal working hours on any weekday and all inspection performed on Saturdays, Sundays, and legal holidays. All costs for overtime inspection shall be promptly paid by the Developer to the District. Such costs shall include but will not necessarily be limited to: inspection (minimum 4 hours charged if on Saturday, Sunday or legal holiday), engineering, general supervision, and other overhead expenses which are directly chargeable to the overtime work.

B.4.c UNFAVORABLE WEATHER AND OTHER CONDITIONS

During unfavorable weather and other conditions, the Developer shall work on only those portions of the work that will not be damaged thereby. No work, whose quality or efficiency will be unfavorably affected, shall be constructed while these conditions remain, unless the Developer can overcome said conditions by special means or precautions acceptable to the District/Engineer.

B.4.d EXTENSION OF TIME

For delays resulting from causes beyond the control of the Developer, and which the Engineer considers unavoidable, the Developer, pursuant to its application, may be allowed an extension of time beyond the limitation period set forth in A2.j which shall be confirmed in writing. The extension of time shall be proportional to the delay and shall be based on the Developer pursuing the work at a rate not less than originally required to complete the Extension within the limitation period.

PART C

STANDARD FORMS

FORM C1 - PERFORMANCE BOND FOR DEVELOPER WATER EXTENSIONS

NAME OF PROJECT: _____

KNOW ALL BY THESE PRESENTS: That whereas King County Water District No. 125 of King County, Washington a municipal corporation, hereinafter designated as the "District" has entered into an agreement dated the ___ day of _____, _____, with:

_____

hereinafter designated as the "Developer", whereby the application of the Developer for permission and authority to install **water** works improvements consisting of an extension to the **water** system as therein described, which agreement is on file in the District office and by this reference is made a part hereof; and

WHEREAS, said Developer is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement in accordance with the conditions hereafter set forth,

NOW, THEREFORE, We, the undersigned Developer as Principal, and:

_____

a corporation organized and existing by virtue of the laws of the State of _____, and duly authorized to do a surety business in the State of Washington, as surety, are held and firmly bound under the State of Washington, and said District in the sum of:

_____

[$_____], for the payment of which we do jointly and severally bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that if the said principal, his (or its) representatives, heirs, successors and assigns shall well and truly keep and observe all of the covenants and conditions and agreements in said Contract and shall faithfully perform all the provisions of the Contract and pay all laborers, mechanics, and subcontractors with provisions and supplies for carrying on such work and shall indemnify and save harmless the District, its officers and agents, from any pecuniary loss resulting from the breach of any of said terms, covenants and conditions to be performed by the principal;

AND FURTHER, that the Principal will correct or replace any defective work or materials discovered by the said District within a period of one year from the date of acceptance of such work by said District, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

No change, extension of time, alteration or addition to the work to be performed under the agreement shall in any way affect Principal's or surety's obligation on this bond and surety does hereby waive notice of any change, extension of time, alteration or additions thereunder.

This bond is furnished pursuant to the requirements of Section 39.08.010 et seq. of the Revised Code of Washington, and pursuant to the requirements of the aforesaid agreement, and in

addition to the requirements of the aforesaid sections of the Revised Code of Washington is made, executed and delivered by the Principal and surety to the District for the use and benefit of said District together with all laborers, mechanics, subcontractors, material men, and all persons who supply such person or subcontractors with provisions and supplies for the carrying on of the work covered by the Agreement, irrespective of whether or not such work is deemed to be "public work" within the purview of said Revised Code of Washington.

IN WITNESS WHEREOF, the said Principal and said surety, have caused this bond to be signed and sealed by their duly authorized officers,

this _____ day of _____, _____.

_____

PRINCIPAL

_____

AUTHORIZED REPRESENTATIVE

_____

SURETY

COUNTERSIGNED:

By: _____ By: _____

When Recorded Return To:
King County Water District No. 125
2849 South 150th St.
Seattle, WA 98168

Document Title(s) (or transactions contained therein):
☐ Easement
☐ Bill of Sale
☐ Other _____

Reference Number(s) of Documents assigned or released:
☐ Additional reference #'s on page _____ of document

Grantor(s) (Last name first, then first name and initials)
1.
2.
3.
4.
☐ Additional names on page _____ of document.

Grantee(s) (Last name first, then first name and initials)
1. King County Water District No. 125
2.
☐ Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range

☐ Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number
☐ Assessor Tax # not yet assigned.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

FORM C2 - DEVELOPER WATER EXTENSION INDIVIDUAL OR PARTNERSHIP BILL OF SALE

NAME OF PROJECT: _____

THE UNDERSIGNED hereby conveys and transfers to King County Water District No. 125 (the "District") the following described property:

IN	FROM	TO	SIZE	LENGTH

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

The undersigned and it's successors and assigns covenants 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 property 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 water distribution system including distribution and supply lines 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 the such extension improvements to this Bill of Sale arising during a period of one (1) year from date hereof, without cost to the District.

DEVELOPER:

_____

By_____

Its_____

_____

TITLE

STATE OF _____)
) SS
COUNTY OF _____)

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public in and for the State of
__, residing at _____.
My commission expires _____.

BILL OF SALE
EXHIBIT A

All water mains and appurtenances constructed for _____, being more particularly described as follows:

In	From	To	Size	Length

Along with all fire hydrants, water services and other water system appurtenances.

BILL OF SALE
EXHIBIT B

The total cost of installing the water system facilities for _____, as described in Exhibit A, including labor and materials, is _____ _____Dollars ($_____). Said total cost is divided into individual amounts as follows:

Water Mains	$_____
Service Lines and Meters	$_____
Hydrants	$_____
Detector Check Assemblies	$_____
Other	$_____
Total	**$_____**

When Recorded Return To:
King County Water District No. 125
2849 South 150th St.
Seattle, WA 98168

Document Title(s) (or transactions contained therein):
☐ Easement
☐ Bill of Sale
☐ Other_____

Reference Number(s) of Documents assigned or released:
Q Additional reference #'s on page _____ of document

Grantor(s) (Last name first, then first name and initials)
1.
2.
3.
4.
☐ Additional names on page _____ of document.

Grantee(s) (Last name first, then first name and initials)
1. King County Water District No. 125
2.
☐ Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range

☐ Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number
☐ Assessor Tax # not yet assigned.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

FORM C3 - WATER EASEMENT

EASEMENT FOR WATER MAINS

Project Name: _____

Recording Requested By And
When Recorded Mail To:
King County Water District No. 125
2849 South 150th Street
Seattle, Washington 98168

DOCUMENT TITLE: *EASEMENT FOR WATER LINES*
REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*
GRANTOR(S):
ADDITIONAL GRANTORS ON PAGE ____ OF DOCUMENT
GRANTEE(S): King County Waster District No. 125
DISTRICT ADDITIONAL GRANTEES ON PAGE _____ OF DOCUMENT
ABBREVIATED LEGAL DESCRIPTION:
ASSESSOR'S TAX / PARCEL NUMBER(S):

EASEMENT FOR WATER 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 King County Water District No. 125, a municipal corporation in King County, Washington ("Grantee"), and its successors and assigns, a permanent easement for water lines including water 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, installing, maintaining, inspecting, repairing, removing, replacing, renewing, using and operating water lines, together with all facilities, connectors and appurtenances ("Water 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 Water 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 Water 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 Water Lines or endanger the lateral or other support of the Water 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, provided 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 Water 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 has 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 Department of Records and Elections, King County, Washington.

DATED this _____ day of _____, _____.

GRANTOR(S)

By_____

By_____

_____

(Print or type name(s))

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 _____, _____.

_____
_____(Printed Name)
NOTARY PUBLIC in and for the State of Washington.
My 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 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 _____, _____.

_____
_____(Printed Name)
NOTARY PUBLIC in and for the State of Washington.
My Commission Expires_____

EXHIBIT A

EXHIBIT B

EXHIBIT C

FORM C4 - MAINTENANCE BOND FOR DEVELOPER WATER EXTENSIONS

King County Water District No. 125
2849 South 150th St.
Seattle, WA 98168

MAINTENANCE BOND

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

KNOW ALL BY THESE PRESENTS: That we, _____ _____as Principal, and _____ _____

a Corporation organized and existing under and by virtue or the laws of as surety, are held and firmly bound unto King County Water District No. 125, as obligee in the sum of _____ _____($_____) Dollars, for the payment of which, well and truly to be made, said Principal and surety bind themselves, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, the said Principal has entered into a certain Developer Extension Agreement with the obligee dated the____ day of_____, 2____, for the construction and acceptance of a water line and/or sewer lines for the project known as _____ _____.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall maintain and remedy said work free from defects and materials and workmanship as more fully set

forth in paragraphs A2, A3, B2 and B3, of the agreement referenced above for a period of one (1) year following completion and acceptance by the District, then this obligation shall be void; otherwise it shall remain in full force and effect.

Signed, sealed and dated this _____ day of _____, 2_____.

Principal _____
Authorized Signature: _____
Mailing Address _____
_____
Surety _____

Mailing Address _____
_____
Attorney in Fact _____
(Attach Power of Attorney)

KING COUNTY WATER DISTRICT NO. 125

APPLICATION FOR REIMBURSEMENT AGREEMENT

FOR WATER FACILITIES

The undersigned _____ ("Applicant") hereby applies to King County Water District No. 125 for a Reimbursement Agreement pursuant to RCW 57.22.020, or as amended, and pursuant to the Developer Extension Agreement executed by Applicant and District on _____ 200_____ ("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-REPERENCED AGREEMENT.

Name of Applicant: _____
Name of Project: _____
Description of Project or project portion for which reimbursement is requested:

_____
_____
_____

Non-refundable fee in the amount of $1,000.00 must accompany this Application, or Application will not be accepted by District. The applicant will be billed for the actual costs to set up the Agreement.

APPLICANT:

Dated:_____

_____
Name:_____
Address:_____
_____
Telephone:_____