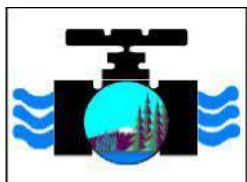




**KING COUNTY  
WATER  
DISTRICT NO. 90**

**DEVELOPER EXTENSION  
AGREEMENT**



King County Water District No. 90  
15606 South East 128<sup>th</sup> Street  
Renton, Washington 980598547  
Phone: 425-255-9600 Fax: 425-  
277-4128

## **Developer Extension Pre-Design Meeting Notice**

April 2, 2019

Dear Developer:

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

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

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

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

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

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

1. Signed Developer Extension Agreement
2. \$5,000 Deposit
3. Preliminary Plans

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

Sincerely,  
Joshua Drummond  
Operations Manager

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

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DEVELOPER EXTENSION AGREEMENT (DEA)**

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

## DEVELOPER EXTENSION INFORMATION SHEET

(To Be Completed by Developer)

.....  
Name of Plat/Development: \_\_\_\_\_

Location: \_-----\_

Number of Proposed Lots: \_\_\_\_\_ Proposed Meter Sizes: \_\_\_\_\_ Other: \_\_\_\_\_

Closest Cross Streets: N/S \_\_\_\_\_ , E/W \_\_\_\_\_

Description of Project: \_\_\_\_\_  
\_\_\_\_\_

.....  
Developer's Name: \_\_\_\_\_ Fed Tax ID: \_\_\_\_\_

Developer's Billing Address: \_\_\_\_\_  
\_\_\_\_\_

Developer's Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

.....  
Developer's Engineer: \_\_\_\_\_ License #: \_\_\_\_\_

Engineer's Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Engineer's Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

.....  
Contractor: \_\_\_\_\_ Registration #: \_\_\_\_\_

Contractor's Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Contractor's Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

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

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

**TO: KING COUNTY WATER DISTRICT NO. 90**

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

**1. LOCATION OF WATER SYSTEM EXTENSION:**

NAME OF PLAT/PROJECT: \_\_\_\_\_

Number of Proposed Lots: \_\_\_\_\_

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

**2. DESCRIPTION OF EXTENSION:**

**A. Mains & Appurtenances:**

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

Estimated cost of water system extension facilities \$ \_\_\_\_\_ .

Estimated by: \_\_\_\_\_

**B. Special Facilities:**

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

i. ☐ Not applicable

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

Estimated cost of water system special facilities \$ \_\_\_\_\_ .

Estimated by: \_\_\_\_\_ .

# KING COUNTY WATER DISTRICT NO. 90

## DEVELOPER EXTENSION AGREEMENT (DEA)

### C. Latecomers:

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

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

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

### D. District Paid Oversizing/Facilities:

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

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

---

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

### E. Engineer:

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

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

Name of Engineer:

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

## 3. SUMMARY OF DEPOSITS AND CHARGES:

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

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

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

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

## **A. Deposits:**

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

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

## **B. Charges For Using District Engineer:**

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

### **Basic Engineering, Administrative, and Legal Services:**

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



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

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

### Construction Engineering Services:

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

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

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

## C. Charges Using Developer Engineer:

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

## Basic Engineering, Administrative, and Legal Services:

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

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

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

### D. Estimate of Probable Cost(s):

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

### E. Additional Requirements with the OPTIONAL ENGINEERING METHOD:

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

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

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

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

### F. Additional Charge(s):

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

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

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

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

### **G. Administrative Overhead Charge(s):**

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

## **4. INSURANCE REQUIREMENTS:**

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



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

- C. Approval of Developer's insurance by the District shall not relieve Developer from any requirements to obtain the specific insurance, endorsements, and coverages required by this Agreement unless otherwise agreed in writing as a modification of this Agreement.
- D. The insurance policies shall specifically name the District, its elected or appointed officials, officers, employees, agents and volunteers as insureds with regards to damages and defense of claims arising from: (a) activities performed by or on behalf of the Developer; or (b) products and completed operations of the Developer, or (c) premises owned, leased or used by the Developer. The insurance shall be maintained in full force and effect at the Developer's expense throughout the term of the DEA.
- E. The District shall be given at least 30 days written notice of cancellation, nonrenewal, material reduction, or modification of coverage, such notice to be given by certified mail. The Developer shall maintain its products-completed operations coverage for a minimum of three-years after the earlier of substantial completion or termination of this Agreement.
- F. The coverage provided by the Developer's insurance policies shall be primary to any insurance maintained by the District. Any insurance that might cover this Agreement, which is maintained by the District shall be in excess of the Developer's insurance and shall not contribute with it.
- G. The Developer's insurance policies shall protect each insured in the same manner as though a separate policy had been issued to each. The inclusion of more than one insured shall not affect the rights of any insured as respects any claim, suit or judgment made or brought by or for any other insured or by or for any employee of any other insured. However, this provision shall not increase the limits of the insurer's liability.
- H. The General Aggregate provision of the Developer's insurance policies shall be amended to show that the General Aggregate Limit of the policies applies separately to this Project.
- I. The Developer's insurance policies shall not contain deductibles or self-insured retentions in excess of \$10,000 unless approved by the District.
- J. 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.
- K. Types and Limits of Insurance Required:

### **Commercial General Liability**

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

### **Automobile Liability**

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

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

## **Umbrella Liability**

- \$2,000,000 per occurrence
  - \$2,000,000 Aggregate
- L.** As an alternative to the above indicated Commercial General Liability and Umbrella Liability insurance policies, the Developer may provide the District with an Owners and Contractors Protective (OCP) policy with a limit of coverage of \$5,000,000. The Developer shall additionally provide the District with evidence that the District has been named as additional insured on the Contractor's general liability policy for at least products-completed operations coverage.
- M.** Providing coverage in the stated amounts shall not be construed to relieve the Developer from liability in excess of such limits.
- N.** The Developer shall have its insurance agent/representative complete the Insurance Coverage Questionnaire contained in the proposal and attach it to the Certificate of Insurance along with all policy endorsements necessary to comply with these requirements, for District's approval. Notations made on the Certificate of Insurance as to satisfying these insurance requirements is not sufficient evidence: Only endorsements to the affected policies will be accepted.
- O.** The Developer's Contractor shall maintain Workers Compensation Insurance and/or Longshore and Harbor Workers' Insurance (or Jones Act coverage for all employees eligible for same) as required by state or federal statute for all of its employees to be engaged in work on the Project under this contract and, in case any such work is sublet, the Developer's Contractor shall require the Subcontractor similarly to provide Workers Compensation Insurance and/or Longshore and Harbor Workers' Insurance (or Jones Act coverage) for all of the latter's employees to be engaged in such work. The Developer's Department of Labor & Industries account number shall be noted on the Certificate of Insurance. In the event any class of employees engaged in the work under this contract is not covered under Workers Compensation Insurance or Longshore and Harbor Workers' Insurance (or Jones Act coverage) as required by state and federal statute, the Developer shall maintain and cause each Subcontractor to maintain employees liability insurance for limits of at least \$1,000,000 each employee for disease or accident, and shall furnish the District with satisfactory evidence of such.
- P.** The Developer and its Contractor shall be solely and completely responsible for safety and safety conditions on the job site, including the safety of all persons and property during the performance of the work. The services of the District's employees or Engineer's personnel in conducting construction review of the Developer's Contractor's performance is not intended to include review of the adequacy of work methods, equipment, bracing, scaffolding, or trenching, or safety measures in, on, or near the construction site. The Developer and its Contractor shall provide safe access for the District and its inspectors to adequately inspect the quality of work and the conformance with project specifications.
- Q.** The Developer and its Contractor shall be solely and completely responsible to perform all work and furnish all materials in strict compliance with all applicable state, city, county and federal laws, regulations, ordinances, orders, and codes. The Developer's attention is directed to the requirements of the Washington Industrial Safety and Health Act (WISHA), Chapter 49.17 RCW.
- R.** The contractual coverage of the Developer's policy shall be sufficiently broad enough to insure the provisions of the HOLD HARMLESS AND INDEMNIFICATION AGREEMENT of this contract.
- S.** Nothing contained in these insurance requirements is to be construed as limiting the extent of the Developer's and its Contractor's responsibility for payment of damages resulting from their operations under this contract.
- T.** There shall be provided to the District an "Accord Certificate of Insurance". The Certificate is to be completed in full, endorsed to the required limits, and certified by the Developer's or the Developer's Contractor's insurance company.

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

## **5. PERFORMANCE BOND:**

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

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

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

## **6. PERMITS:**

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

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

## **A. MATERIAL AND EQUIPMENT REVIEW**

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



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

## **7. EASEMENTS:**

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

## **8. LIMITATION PERIOD FOR ACCEPTANCE:**

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

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

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

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

## **9. ASSIGNMENT:**

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

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

## **10. CERTIFICATION OF COST:**

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

## **11. MAINTENANCE GUARANTEE RETAINAGE:**

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

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

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

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

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

### **A. DEFECTIVE WORK AND CORRECTIVE ACTION**

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

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

## **B. USE OF COMPLETED PORTIONS**

The District shall have the right to take possession of and use any completed or partially completed portions of the work although the time may not have expired for completing the entire work, and this shall not be deemed acceptance of any of the work.

## **9. FINAL ACCEPTANCE:**

All material and completed work are subject to final inspection by the District, which shall have the right to subject any portion thereof to such tests as in the opinion of the District shall be necessary to determine whether or not the work complies with the Plans and Specifications.

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

## **10. BILL OF SALE:**

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

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

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

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

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

### **14. FACILITIES AND IMPROVEMENTS REQUIRED BY DISTRICT:**

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

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

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

### **15. INDEMNITY:**

The Developer shall indemnify, defend and hold the District and its elected officials, employees, agents, volunteers, attorneys, and engineers harmless from and against all losses and claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against the District by reason of the act or omission of the Developer, his agents or employees, or the contractor in the performance of the work, and for any cost or expense incurred by the District in connection therewith, including overhead expense, legal expense, attorney's fees and costs attributable thereto, and if suit in respect to the foregoing is filed, the Developer shall appear and defend the same at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by the District, the Developer shall pay the same.

### **A. EXISTING UTILITIES OR OBSTRUCTIONS**

Preparation of Plans by District Engineer: Should the Design and Plans be prepared by the District Engineer, existing utilities and obstructions are shown on the Drawings so far as known to the District Engineer and the District, but may have been obtained from old drawings or verbally from persons connected with the particular utility. Such information is not guaranteed but is made available to the Developer for such value as it may have. Incompleteness or errors in this information shall not be the cause of claim against the District Engineer or the District nor shall it relieve the Developer of responsibility for repairing any damage the Developer's activities may cause to such utilities. The Developer shall reimburse the District for damage to the property of the District or damage to property of others for which the District is liable caused by the Developer and for other expense, including attorneys' fees and court costs incurred by the District because of such damage. Whenever the contractor fails to repair or restore existing improvements damaged by the Contractor within 72-hours of notice, the District may order said work done by others and all costs incurred by the District for such work shall be paid by the Developer.

Preparation of Plans by Developer Engineer: In the event Developer elects to use its own engineer to Design and prepare the Plans, the District shall make available to the Developer such information as it may have regarding existing utilities and obstructions. Such information is not guaranteed but is made available to the Developer for such value as it may have. Incompleteness or errors in this information shall not be the cause of claim against the District Engineer or the District nor shall it



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

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

## **B. GOVERNING LAW/FORUM**

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

## **16. CANCELLATION OF AGREEMENT**

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

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

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

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

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

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

## **17. BREACH OF CONTRACT - ATTORNEY FEES**

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

## **18. RECORDING OF NOTICE OF EXECUTION OF AGREEMENT**

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

## **19. GENERAL WATER PROVISIONS**

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

## **20. ACKNOWLEDGMENT**

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

### **ATTACHMENTS – SAMPLE DOCUMENTS:**

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

### **APPENDIX**

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

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

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

\_\_\_\_\_  
DEVELOPMENT NAME

\_\_\_\_\_  
DEVELOPER – Authorized Signature & Date

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

\_\_\_\_\_  
DEVELOPER – Printed Name

\_\_\_\_\_  
ADDITIONAL OWNER – Printed Name

\_\_\_\_\_  
Developer's Mailing Address

\_\_\_\_\_  
Developer's Phone Number

\_\_\_\_\_  
City, State  
Zip

\_\_\_\_\_  
DISTRICT – Authorized Signature & Date

\_\_\_\_\_  
DISTRICT – Printed Name & Title

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

\_\_\_\_\_  
DISTRICT – Signature approving Application and Agreement

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

DEVELOPERS ENGINEER:

DEVELOPERS CONTRACTOR:

\_\_\_\_\_  
Engineer's Signature

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Engineer - Print Name, Title & Date

\_\_\_\_\_  
Contractor- Print Name, Title & Date



KING COUNTY WATER DISTRICT NO. 90  
DEA – ATTACHMENT LISTING

# ATTACHMENTS

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

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

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

**COVERAGES**

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

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
LTR	INSR	GENERAL		DATE IMM/DI/YI	DATE IMM/DI/YI	
		LIABILITY				EACH OCCURRENCE
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)
		CLAIMS MADE OCCUR				MED EXP (Any one person)
						PERSONAL & ADV INJURY
						GENERAL AGGREGATE
						PRODUCTS - COH/PI/CI/PA/GO
		GEN AGGREGATE LIMIT APPLIES PER 7 POLICY n 28+ n LO C				
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)
		ANY AUTO				
		ALL OWNED AUTOS				BODILY INJURY
		SCHEDULED AUTOS				(Per person)
		HIRED AUTOS				BODILY INJURY
		NON-OWNED AUTOS				(Per acad.)
						PROPERTY DAMAGE
						(Per accident)*
		GARAGE LIABILITY				AUTO ONLY • EA ACCIDENT
		ANY AUTO				OTHER THAN EA ACC
						AUTO ONLY: AGG
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE
		OCCUR CLAIMS MADE				AGGREGATE
		DEDUCTIBLE				
		RETENTION S				
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMIT - OTI-1-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED				E.I. EACH ACCIDENT
		If yes, describe under SPECIAL PROVISIONS below				E.I. DISEASE - EA EMPLOYEE
		OTHER				E.I. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS 1 LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT I SPECIAL PROVISIONS

**CERTIFICATE HOLDER**

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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

**IMPORTANT**

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

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

**DISCLAIMER**

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

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

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

**Insurance Coverage Questionnaire**

For

(Name of Insured)

Project Number \_\_\_\_\_

Project Owner \_\_\_\_\_

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

Deductibles  
or SIRs:

GL

AL \_\_\_\_\_ Excess

Insurer' Best Rating

GL

AL \_\_\_\_\_ Excess

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

Agency/Broker

Completed by (type)

Address

Completed by (Signature)

Name of Person to contact

Telephone Number

\_\_\_\_\_

\_\_\_\_\_

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

Developer Extension Name \_\_\_\_\_ Bond No. \_\_\_\_\_

KNOW ALL PEOPLE BY THESE PRESENTS:

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

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

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

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

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

PERFORMANCE BOND

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

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

Sealed and dated this       day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal

By: \_\_\_\_\_  
(Print)

Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
(Print)

Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

(END OF SECTION)

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

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

\_\_\_\_\_  
CONTRACTOR'S NAME

\_\_\_\_\_  
PROJECT NAME

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

ALL WATER MAINS, FIRE HYDRANTS AND APPURTENANCES IN THE  
DEVELOPMENT.

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

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

Contractor's Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

STATE OF WASHINGTON)

)ss.

COUNTY OF KING )

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

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

DATED: \_\_\_\_\_

NOTARY PUBLIC in and for the State of Washington,

Residing at \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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

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

ENGINEER'S NAME

PROJECT NAME

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

ALL WATER MAINS, FIRE HYDRANTS AND APPURTENANCES IN THE DEVELOPMENT.

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

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

Engineer's Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

STATE OF WASHINGTON)  
 ) ss.

COUNTY OF KING )

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

DATED:

NOTARY PUBLIC in and for the State of Washington,

Residing at \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



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

The undersigned, \_\_\_\_\_  
("Applicant"), hereby applies to

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

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

Name of Applicant: \_\_\_\_\_

Name of Project: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

APPLICANT:

Date:

Name: \_

Address:

\_\_\_\_\_  
Telephone Number:

Fax Number: \_\_\_\_\_

Email:

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

DEVELOPMENT NAME \_\_\_\_\_ DEVELOPER \_\_\_\_\_

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

\*Attach all supporting documents, invoices, etc.

\_\_\_\_\_  
Certified by Developer – Sign and Print Name

\_\_\_\_\_  
Date

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

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

**BILL OF SALE**

**Reference # (if applicable)** \_\_\_\_\_  
**Grantor(s)**

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

**Legal Description:**

**Assessor's Tax Parcel ID#:**

**KNOW          ALL          MEN          BY          THESE          PRESENTS:**

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

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

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

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

\_\_\_\_\_

STATE OF WASHINGTON)

)ss.

COUNTY OF KING )

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

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

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

Easement No.: \*\*

Project: \*\*

Tax Parcel ID#: \*\*

Abbrev. Legal \*\*

Grantor(s): \*\*

\*\*

\*\*

Grantee: KING COUNTY WATER DISTRICT NO. 90

**AGREEMENT FOR EASEMENT**

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

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

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

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

Easement No. \*\*

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

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

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

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

\*\*[easement legal description]

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

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

---

---

---

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

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

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

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

## Easement No. \*\*

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

Easement No. \*\*

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

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

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



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

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

\_\_\_\_\_  
\*\*grantor

\_\_\_\_\_  
\*\*grantor

STATE OF WASHINGTON)  
COUNTY OF KING ) ss.

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

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

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

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

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

\*\* (Corporation Name, if applicable)

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

STATE OF WASHINGTON)

COUNTY OF KING ) ss.

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

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

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington

Residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_

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

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

\*Company Name (LLC) \_\_\_\_\_

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

STATE OF WASHINGTON)  
COUNTY OF KING ) ss.

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

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

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington

Residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_

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

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

Permit No.:

Project:

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

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

PARCEL DESCRIPTION:

\*

PERMIT DESCRIPTION:

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

\*

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

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

EXECUTED as of the date first above written.

\_\_\_\_\_  
GRANTOR

\_\_\_\_\_  
GRANTOR

STATE OF WASHINGTON)

COUNTY OF KING ) ss.

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

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

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

\_\_\_\_\_  
Accepted By:

MANAGER - WATER DISTRICT 90



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

EXECUTED as of the date first above written.

\*\* (Corporation Name)

\_\_\_\_\_  
GRANTOR

\_\_\_\_\_  
GRANTOR

STATE OF WASHINGTON)

COUNTY OF KING ) ss.

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

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

NOTARY PUBLIC in and for the State of Washington \_\_\_\_\_

Residing at: \_\_\_\_\_

My commission \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ expires:

\_\_\_\_\_  
Accepted By:

MANAGER - WATER DISTRICT 90





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

(INSERT PLAN VIEW DRAWING OF PERMIT)

PROJECT NAME:  
PERMIT NO.:

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

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

**TO: KING COUNTY WATER DISTRICT NO. 90**

**THE UNDERSIGNED**, hereinafter referred to as "Developer", hereby makes application to renew the existing DEA to King County Water District No. 90, hereinafter referred to as "District", for permission to continue design, construction and/or closeout of an extension to the District's facilities in the public rights-of-way under the District's franchise, and/or upon easements approved by the District, by the Developer Extension Agreement (DEA), and to connect to the District's water distribution system.

RENEWAL FEE is \$300 for DEA contracts that have NOT expired. Renewal fees for contracts that have expired is \$500. Expired contracts will have all DEA related work stopped until the renewal form and fee have been received by the District Office. The District reserves the right, on a case by case basis, to request a new DEA is completed if too m

**1. Original Date of DEA Contract:**

NAME OF PLAT/PROJECT: \_\_\_\_\_ Date Signed: \_\_\_\_\_

DEA CONTRACT EXPIRATION DATE: \_\_\_\_\_

**2. Update to Developer, Engineer and Contractor Information:**

.....  
Name of Plat/Development: \_\_\_\_\_

Location: \_\_\_\_\_

No. of Proposed Lots: \_\_\_\_\_ Proposed Meter Sizes: \_\_\_\_\_ Other: \_\_\_\_\_

Closest Cross Streets: N/S \_\_\_\_\_, E/W \_\_\_\_\_

Description of Project: \_\_\_\_\_  
\_\_\_\_\_

.....  
Developer Name: \_\_\_\_\_ Fed Tax ID: \_\_\_\_\_

Developer's Billing Address: \_\_\_\_\_  
\_\_\_\_\_

Developer's Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_  
.....

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

.....

Developer's Engineer: \_\_\_\_\_ License #:

Engineer's Mailing Address:

\_\_\_\_\_

Engineer's Phone #: \_\_\_\_\_ Fax #:

Contact Name: \_\_\_\_\_ Email:

-----

Contractor: \_\_\_\_\_ Registration #:

Contractor's Mailing Address:

\_\_\_\_\_

Contractor's Phone #: \_\_\_\_\_ Fax #:

Contact Name: \_\_\_\_\_ Email:

-----

**RENEWAL OF DEVELOPER EXTENSION AGREEMENT SIGNATURE**

**PAGE:** NAME OF PROJECT:

~~DEVELOPER – Authorized Signature & Date~~ \_\_\_\_\_

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

~~DEVELOPER – Printed Name~~ \_\_\_\_\_

~~ADDITIONAL OWNER – Printed Name~~ \_\_\_\_\_

~~Developer's Mailing Address~~ \_\_\_\_\_

City, \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

District Signature – Approving Contract

\_\_\_\_\_  
Developer's Phone Number

\_\_\_\_\_  
District Name, Title & Date

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

DISTRICT – Signature approving Application and Agreement

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

**DEVELOPER EXTENSION AGREEMENT RENEWAL TO ALLOW CONSTRUCTION  
OF EXTENSION TO WATER SYSTEM FACILITIES**

(To Be Completed by Developer)

**TO: KING COUNTY WATER DISTRICT NO. 90**

**THE UNDERSIGNED**, hereinafter referred to as "Developer", hereby makes application to renew the existing DEA to King County Water District No. 90, hereinafter referred to as "District", for permission to continue design, construction and/or closeout of an extension to the District's facilities in the public rights-of-way under the District's franchise, and/or upon easements approved by the District, by the Developer Extension Agreement (DEA), and to connect to the District's water distribution system.

RENEWAL FEE is \$300 for DEA contracts that have NOT expired. Renewal fees for contracts that have expired is \$500. Expired contracts will have all DEA related work stopped until the renewal form and fee have been received by the District Office. The District reserves the right, on a case by case basis, to request a new DEA is completed if too m

**1. Original Date of DEA Contract:**

~~NAME OF PROJECT~~

~~DATE~~

~~DEVELOPER NAME~~

**2. Update to Developer, Engineer and Contractor Information:**

.....  
Name of Plat/Development: \_\_\_\_\_

Location: -----

No. of Proposed Lots: \_\_\_\_\_ Proposed Meter Sizes: \_\_\_\_\_ Other: \_\_\_\_\_

Closest Cross Streets: N/S \_\_\_\_\_, E/W \_\_\_\_\_

Description of Project: \_\_\_\_\_

.....  
Developer Name: \_\_\_\_\_ Fed Tax ID: \_\_\_\_\_

Developer's Billing Address: \_\_\_\_\_

Developer's Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_  
.....

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

.....  
Developer's Engineer: \_\_\_\_\_ License #:

Engineer's Mailing Address:

\_\_\_\_\_

Engineer's Phone #: \_\_\_\_\_ Fax #:

Contact Name: \_\_\_\_\_ Email:

-----  
Contractor: \_\_\_\_\_ Registration #:

Contractor's Mailing Address:

\_\_\_\_\_

Contractor's Phone #: \_\_\_\_\_ Fax #:

Contact Name: \_\_\_\_\_ Email:

-----  
**RENEWAL OF DEVELOPER EXTENSION AGREEMENT SIGNATURE**

**PAGE:** NAME OF PROJECT:

~~DEVELOPER – Authorized Signature & Date~~ \_\_\_\_\_

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

~~DEVELOPER – Printed Name~~ \_\_\_\_\_

~~ADDITIONAL OWNER – Printed Name~~ \_\_\_\_\_

~~Developer's Mailing Address~~ \_\_\_\_\_

City, \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

District Signature – Approving Contract

\_\_\_\_\_  
Developer's Phone Number

\_\_\_\_\_  
District Name, Title & Date

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

DISTRICT – Signature approving Application and Agreement

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

**ASSIGNMENT OF DEVELOPER EXTENSION AGREEMENT**

**FOR VALUE RECEIVED**, the undersigned, \_\_\_\_\_, a Washington corporation, (hereinafter “Assignor”) hereby assigns that certain Developer Extension Agreement dated \_\_\_\_\_, by and between \_\_\_\_\_, therein referred to as “Developer” and KING COUNTY WATER DISTRICT NO. 90, a Washington Municipal corporation, herein referred to as “District”, concerning \_\_\_\_\_, located 100 block of Lyons Ave NE, on the Eastside of Lyons, Renton, Washington, and all right, title and interest in and to and under said Developer Extension Agreement, to \_\_\_\_\_, a Washington corporation,

(hereinafter “Assignee”), and in consideration of the consent of this assignment by the District, the said Assignor hereby guarantees the performance of the said Assignee of all covenants, conditions, stipulations, and agreements contained in said Developer Extension Agreement, to be performed by the Assignor hereunder, and this Assignment shall not work to extinguish the liability of the Assignor therein. Assignor further acknowledges and agrees that all fees and costs associated with said Developer Extension Agreement which have been incurred by the Assignor prior to the effective date of this Assignment have been paid in full or this Assignment will be without force and effect.

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

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Signature

Title  
(Assignor)

By: \_\_\_\_\_

Signature

Title  
(Assignee)

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

**CONSENT TO ASSIGNMENT**

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

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

**KING COUNTY WATER DISTRICT  
NO. 90**

**By:**

\_\_\_\_\_

**STATE OF WASHINGTON)**

**)ss.**

**COUNTY OF KING )**

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

GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Washington, residing at

\_\_\_\_\_  
. My Commission Expires:



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

**STATE OF WASHINGTON)**

**)ss.**

**COUNTY OF KING )**

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

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

**STATE OF WASHINGTON)**

**)ss.**

**COUNTY OF KING )**

I, \_\_\_\_\_, a Notary Public in and for the State of Washington, do hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me,

20\_\_\_\_.

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

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

**SAMPLE TREE DE**

**ESTIMATED CHARGES AND DEPOSITS FOR PROJECT ENGINEERING SERVICES:**

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

**NOTES:**

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

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

**DEFINITIONS**

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

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

**PURPOSE**

King County Water District No. 90, as a municipal corporation, has a responsibility to the public to insure that water mains laid on public streets or easements are constructed in accordance with currently accepted standards for public work. The requirements imposed upon Developers by these regulations are not arbitrary, but are intended by the District as a contract with the Developer, incorporating minimum standards which are prerequisite to acceptance of the work by the District as a part of its water systems. Privately constructed extensions will not be permitted thereto unless the work is performed and paid for in accordance with these standards.

**DEVELOPER TO BE INFORMED**

The Developer is expected to be fully informed regarding the nature, quality and extent of the work to be done, and if in doubt, to secure specific instructions from the District.

**AUTHORITY OF DISTRICT**

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

**PUBLIC HAZARD OR INCONVENIENCE**

If the performance of the work should result in hazard or substantial inconvenience to the public, the District may correct the same. If in the opinion of the District the correction should be necessary, the Developer shall, on request, reimburse the District for any and all expense incurred. The Developer shall also reimburse the District for the expense incurred in complying with any order of public authority lawfully made with respect to the work during the performance of the work or within two years after acceptance of the same.

**PROTECTION OF WORK AND PROPERTY**

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

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

**ROYALTIES AND PATENTS**

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

**CONTRACTORS**

At least five (5) days prior to the start of work, the Developer shall notify the District in writing of the name of the contractor(s) and any subcontractor(s) proposed to do the work and shall not utilize any contractor and/or subcontractor for any part of the work that the District may object to as incompetent, unfit, or irresponsible. Nothing contained in this Agreement shall create any contractual rights between the District and any person or firm retained by the Developer to do the work.

**NO DISCRIMINATION IN EMPLOYMENT**

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

**LIENS**

Prior to acceptance of the work, the Developer shall deliver to the District a written release in a form acceptable to the District of all liens that might arise out of the performance of the work or such other evidence as may be acceptable to the District that there are no liens against the work. If any lien arises or remains unsatisfied after acceptance of the work, the Developer shall reimburse the District for any costs and expenses related to the lien, including attorney's fees and costs incurred on account thereof.

**FINES**

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

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

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

\*        In lieu of civil proceedings

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

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

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

**SAFETY**

The Developer and Developer's Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during the performance of the work. This requirement will apply continuously and not be limited to normal working hours.

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

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

See District Website <https://www.kcwd90.com/technical-specifications.php> for current approved standard details.

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

See District Website (<https://www.kcwd90.com/technical-specifications.php>) for current approved technical specifications.



# KING COUNTY WATER DISTRICT NO. 90

## APPENDIX 4

### DEVELOPER EXTENSION CHECKLIST

**DEVELOPMENT NAME:** \_\_\_\_\_

Date      Initials

#### A. Water Availability:

**Responsible Party**

- |    |   |                     |
|----|---|---------------------|
| 1  | Water Availability Application Form turned into District office | (Developer)         |
| 2  | King County Certificate of Water Availability Prepared          | (District/Engineer) |
| 3  | <b>Developer picks up the following:</b>                        |                     |
| 3a | King County Certificate of Water Availability                   | (Developer)         |
| 3b | Notice of Predesign Meeting Requirement                         | (Developer)         |
| 3c | Developer Extension Agreement _____                             | (Developer)         |
|    | <b>Return Information sheet and Developer Extension</b>         |                     |
| 4  | <b>Deposit</b>  |                     |
| 4a | Current Amount:\$5,000 Ck # _____                               | (Developer)         |
| 5  | Preliminary Plan Submittal                                      | (Developer)         |

#### B. Predesign Requirements:

- |     |  |                     |
|-----|--|---------------------|
| 1   | Set up Pre-Design Meeting w/Developer, District & Engineer   | (District/Engineer) |
| 2   | Provide Detailed Map of project to District  | (Developer)         |
| 3   | Pre-Design Meeting with Developer to discuss requirements  | (ALL)               |
| 4   | Identify Offsite Easements required from Developer _____   | (District/Engineer) |
| 5   | Draft Scale Map 1" = 40' or 50' depending on jurisdiction (or _____ scale acceptable to the District.)                                 | (Developer)         |
| 6   | Contour map with 5' or less intervals  | (Developer)         |
| 7   | Legal description of property and encumbrances   | (Developer)         |
| 8   | Existing and finished road profiles & storm plans & profile scale horizontal 40' or 50' depending on jurisdiction and vertical 1' = 5' | (Developer)         |
| 9   | Fire flow requirements and fire hydrant location (If house > 3600 sq ft)   | (Developer)         |
| 10  | Finalize Pipe Size Requirements  | (Engineer/District) |
| 11  | <b>Determine if Oversizing of system is desired</b>  |                     |
| 11a | Oversizing? Yes No   | (Engineer/District) |
| 12  | <b>Determine if DCVA/RPBA is needed</b>  |                     |
| 12a | DCVA/RPBA? Yes No _____  | (Developer)         |
| 13  | <b>Determine if there will be irrigation in planter strip</b>  |                     |
| 13a | Irrigation? Yes No   | (Developer)         |
| 14  | Frontage improvement requirements  | (Engineer/District) |
| 15  | <b>Determine if Latecomers is applicable</b>   |                     |
| 15a | Latecomers? Yes _____ No   | (Engineer/District) |
| 16  | <b>Determine if District Participation is desired</b>  |                     |
| 16a | District? Yes No   | (District)          |

# KING COUNTY WATER DISTRICT NO. 90

## APPENDIX 4

### DEVELOPER EXTENSION CHECKLIST

DEVELOPMENT NAME: \_\_\_\_\_

Date      Initials

#### B. Predesign Requirements: (Continued)

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

#### C. Complete Developer Extension Agreement:

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

#### D. Required Before Pre-Construction Meeting:

1	<b>Plans and specifications prepared &amp; submitted to District for review</b>	
1a	District Engineered	(Engineer)
1b	Optional Engineered, Name: _____	(Optional Engineer)
2	Incorporate District comments of system plans and specifications	(Engineer)
3	Copy of plans to the City of Renton (if needed)	(District)
4	Prepare Offsite easements (if needed)	(Engineer/District)
5	Review of final approved street and storm construction plans by King County or the City of Renton	(Engineer)
6	Review of PSE street lighting plans (King County)	(Engineer)
7	<b>Determine list of applicable permits</b>	
7a	SEPA Checklist required? Yes      No	(Engineer/District)
8	Submit applicable permits	(Engineer/District)
9	<b>Approval of Plans by Fire Marshal (received by District)</b>	
9a	District Engineered	(Engineer)
9b	Optional Engineered	(Optional Engineer)
10	<b>Approval of plans by applicable permitting agencies</b>	
10a	District Engineered	(District)
10b	Optional Engineered	(Developer/District)
11	Provide copy of approved permits to District	(Developer)
12	Review of Final Approved Plans (development agency)	(Engineer/District)
13	Written approval of plans by District	(District)
14	Contractor signs Agreement	(Developer/Contractor)
15	Insurance certificate from Contractor	(Developer/Contractor)
16	Performance bond in the amount of estimated applicable cost of _____ of site & Comp Plan part of project.	(District - if needed)
17	Contractor's current license and registration State of _____ Washington	(Developer)
18	Survey control staked in field	(Developer)

**KING COUNTY WATER DISTRICT NO. 90**  
**APPENDIX 4**  
**DEVELOPER EXTENSION CHECKLIST**

**DEVELOPMENT**

**NAME:**

Date                      Initials

**E. Required Before Construction Begins:**

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

**F. Construction:**

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

**G. Prior to Acceptance of Project:**

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

# KING COUNTY WATER DISTRICT NO. 90

## APPENDIX 4

### DEVELOPER EXTENSION CHECKLIST

**DEVELOPMENT NAME:** \_\_\_\_\_

**Date**      **Initials**

#### **G. Prior to Acceptance of Project (Continued):**

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

#### **H. Prior to Release of Maintenance Guarantee Deposit:**

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

[\\kcw90\data\CompanyData\Engineering\Developer](#) Extensions\AAA - DEA CONTRACTS\2019 DE Agreement Docs\APPENDIX 4 - DEA Checklist in Excel.xlsx\DEA Checklist

# King County Water District #90



## KING COUNTY WATER DISTRICT NO. 90

### APPENDIX 5

### CAD TO GIS STANDARDS

*Prepared and Submitted by*



**AAKAVS CONSULTING**  
24919 SE 41<sup>st</sup> Dr  
Issaquah, WA 98029

Updated 4/2/19

## VERSION HISTORY

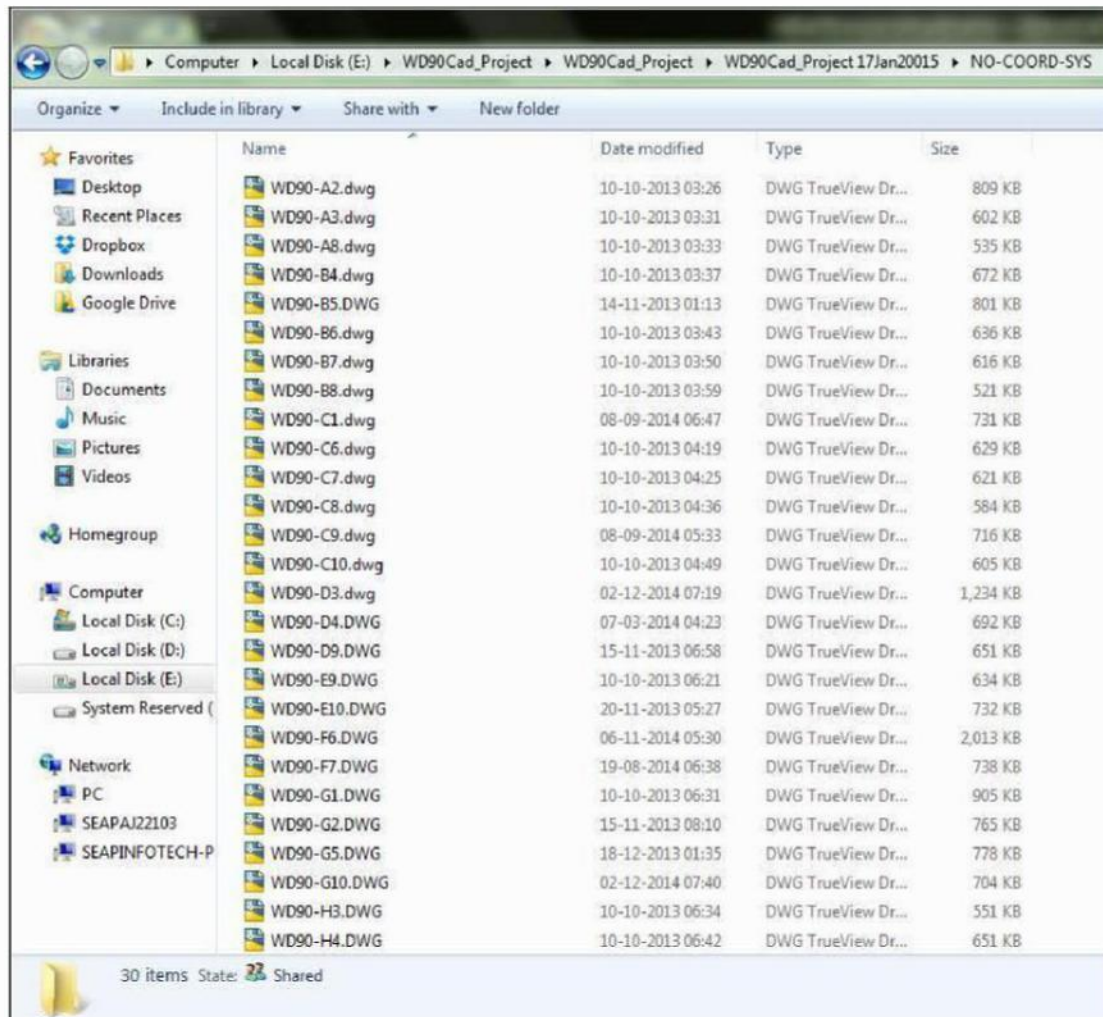
R#	Authored By	Submit Date	Submitted To	Approved By	Approval Date	Remarks
1.0	Arnab Bhowmick	05/25/16	KCWD90	NA	NA	CAD Standards
2.0	Arnab Bhowmick Joshua Drummond	3/20/18	KCWD90	JD,AB, DP	3/24/19	Update for DEA agreement

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## 1. STANDARDS

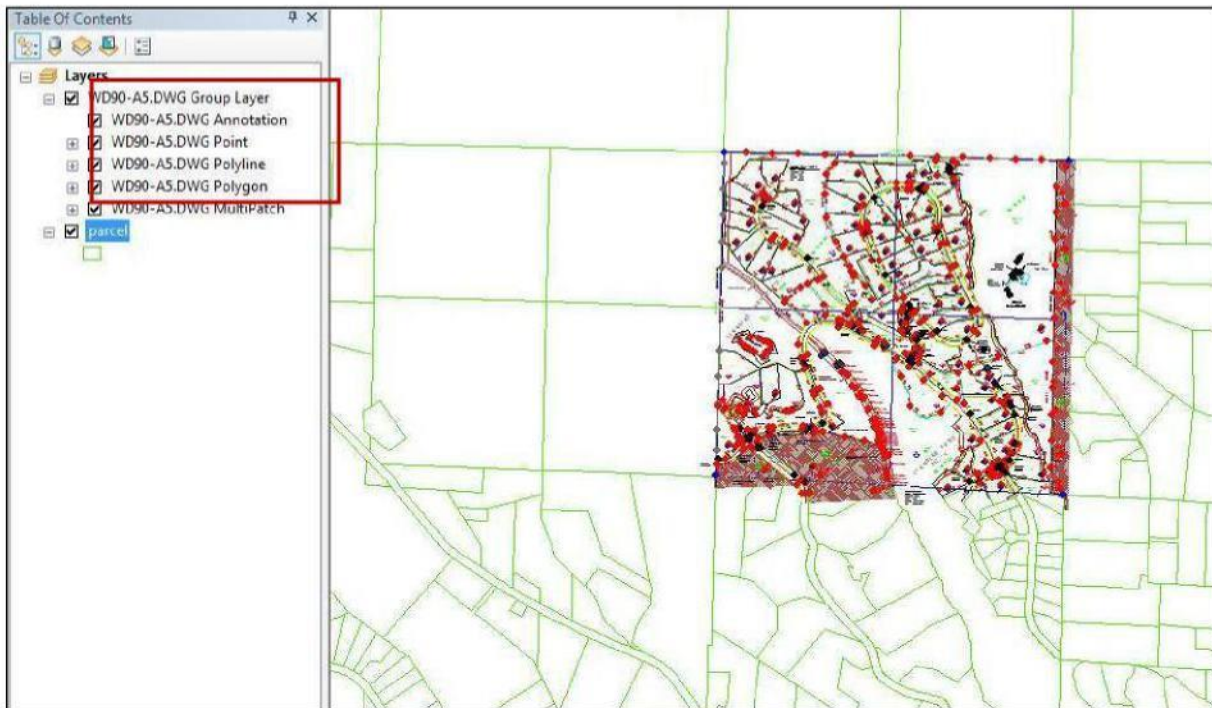
### 1.1 CAD Data Preparation

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

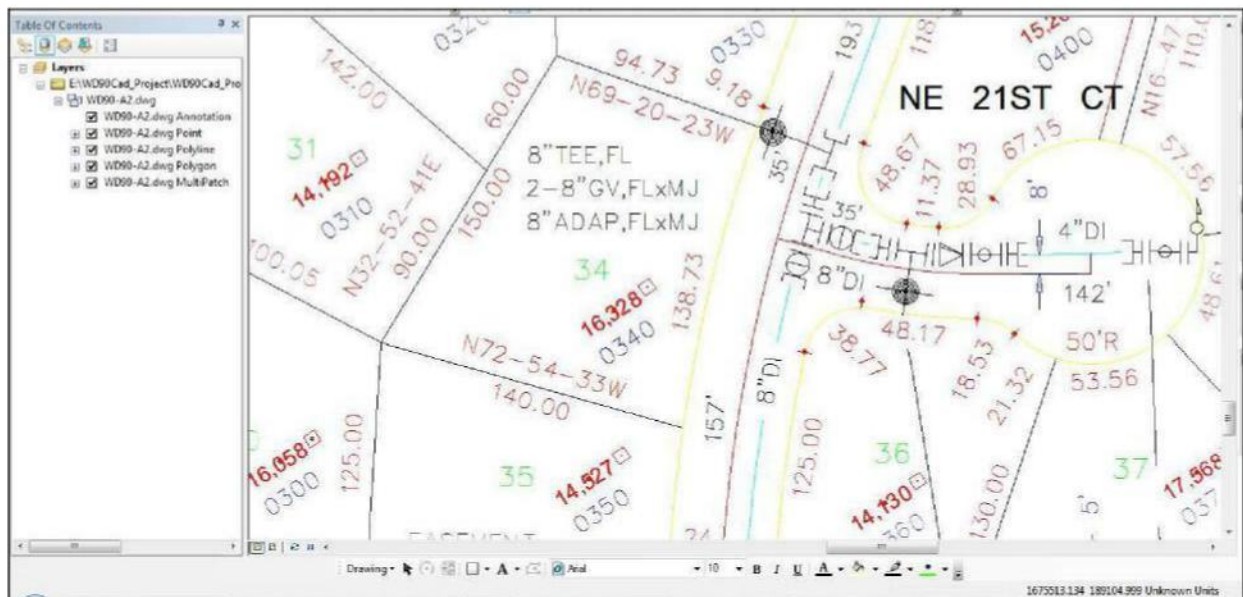




- The layer types are illustrated below.

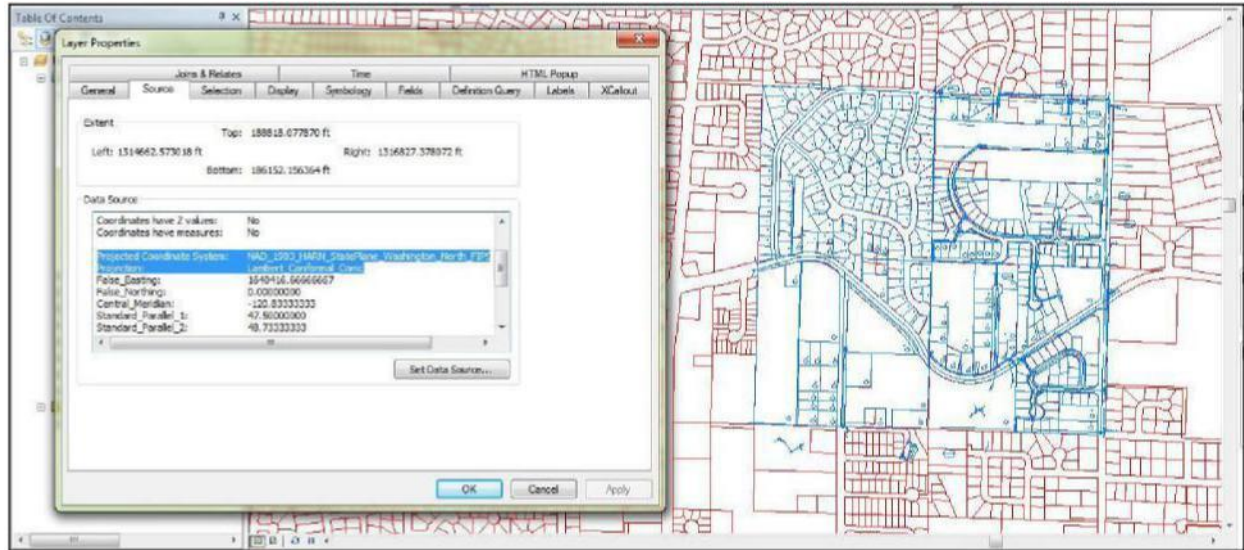


- View CAD file (.dwg) into the ArcMap if possible before sending for conversion



## 1.2 Geo-referencing

- See the picture below for geo-referencing requirements



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

### 1.3 Generic CAD Setup Rules

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

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

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

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



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

WD90-B2.dwg Point

FID	Shape	Entity	HANDLE	Layer	Color	Linetype	Elevation	LineWt	RefName	Angle	PHI	SQFT	ESMT-NO	SE	TW	RG	TEXT_ABOVE	TEXT_BELOW
652	Point Z	Point	48D6	CTRL-BDRY	4	CONTINUOU	0	25		0				0	0	0		
653	Point Z	Point	48E0	CTRL-BDRY	4	CONTINUOU	0	25		0				0	0	0		
689	Point Z	Hatch	B3B0	WATR-FTGS	7	CONTINUOU	0	25		0				0	0	0		
628	Point Z	Insert	3EAC	CL-T	21	CONTINUOU	0	25	48720560	0.65279				0	0	0		
629	Point Z	Insert	3EAD	CL-T	21	CONTINUOU	0	25	48720595	0.65279				0	0	0		
630	Point Z	Insert	3EAE	CL-T	21	CONTINUOU	0	25	48720616	0.65279				0	0	0		
631	Point Z	Insert	3EAF	CL-T	21	CONTINUOU	0	25	48723505	0.65279				0	0	0		
632	Point Z	Insert	3EB0	CL-T	21	CONTINUOU	0	25	48723528	0.65279				0	0	0		
633	Point Z	Insert	3EB1	CL-T	21	CONTINUOU	0	25	48723563	0.65279				0	0	0		
634	Point Z	Insert	3EB2	CL-T	21	CONTINUOU	0	25	48726124	0.65279				0	0	0		
635	Point Z	Insert	3EB3	CL-T	21	CONTINUOU	0	25	48726147	0.65279				0	0	0		
636	Point Z	Insert	3EB4	CL-T	21	CONTINUOU	0	25	48726182	0.65279				0	0	0		
542	Point Z	Insert	1C2C	WATR-FTGS	7	CONTINUOU	0	25	ADAPT	34.20106				0	0	0		
543	Point Z	Insert	1C2D	WATR-FTGS	7	CONTINUOU	0	25	ADAPT	124.255762				0	0	0		
548	Point Z	Insert	1CDE	WATR-FTGS	7	CONTINUOU	0	25	ADAPT	357.634563				0	0	0		
552	Point Z	Insert	1D11	WATR-FTGS	7	CONTINUOU	0	25	ADAPT	357.634563				0	0	0		
517	Point Z	Insert	1B95	WATR-FTGS	7	CONTINUOU	0	25	ADFM	357.634563				0	0	0		
547	Point Z	Insert	1CDD	WATR-FTGS	7	CONTINUOU	0	25	ADFM	87.634563				0	0	0		
555	Point Z	Insert	1D67	WATR-FTGS	7	CONTINUOU	0	25	ADFM	267.634563				0	0	0		
3	Point Z	Insert	AF6	DEFPONTS	7	CONTINUOU	0	25	ALLEGRO_TABLET_TOOL	0				0	0	0		
4	Point Z	Insert	B26	DEFPONTS	7	CONTINUOU	0	25	ALLEGRO_TABLET_TOOL	0				0	0	0		
5	Point Z	Insert	B26	WATR-FTGS	7	CONTINUOU	0	25	ALLEGRO_TABLET_TOOL	0				0	0	0		

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

Point

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

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

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

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

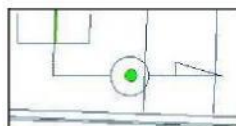
## 1.4 Layer Type Specific Requirements – Points

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

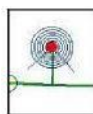
- **Air Vac**



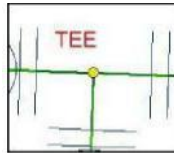
- **Blow Off**



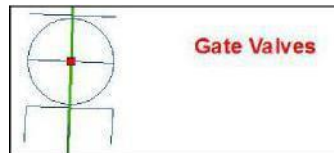
- **Fire Hydrants:**



- o TEE



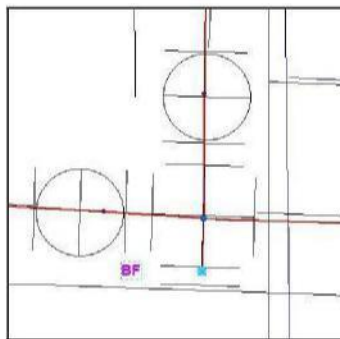
- o Gate Valves



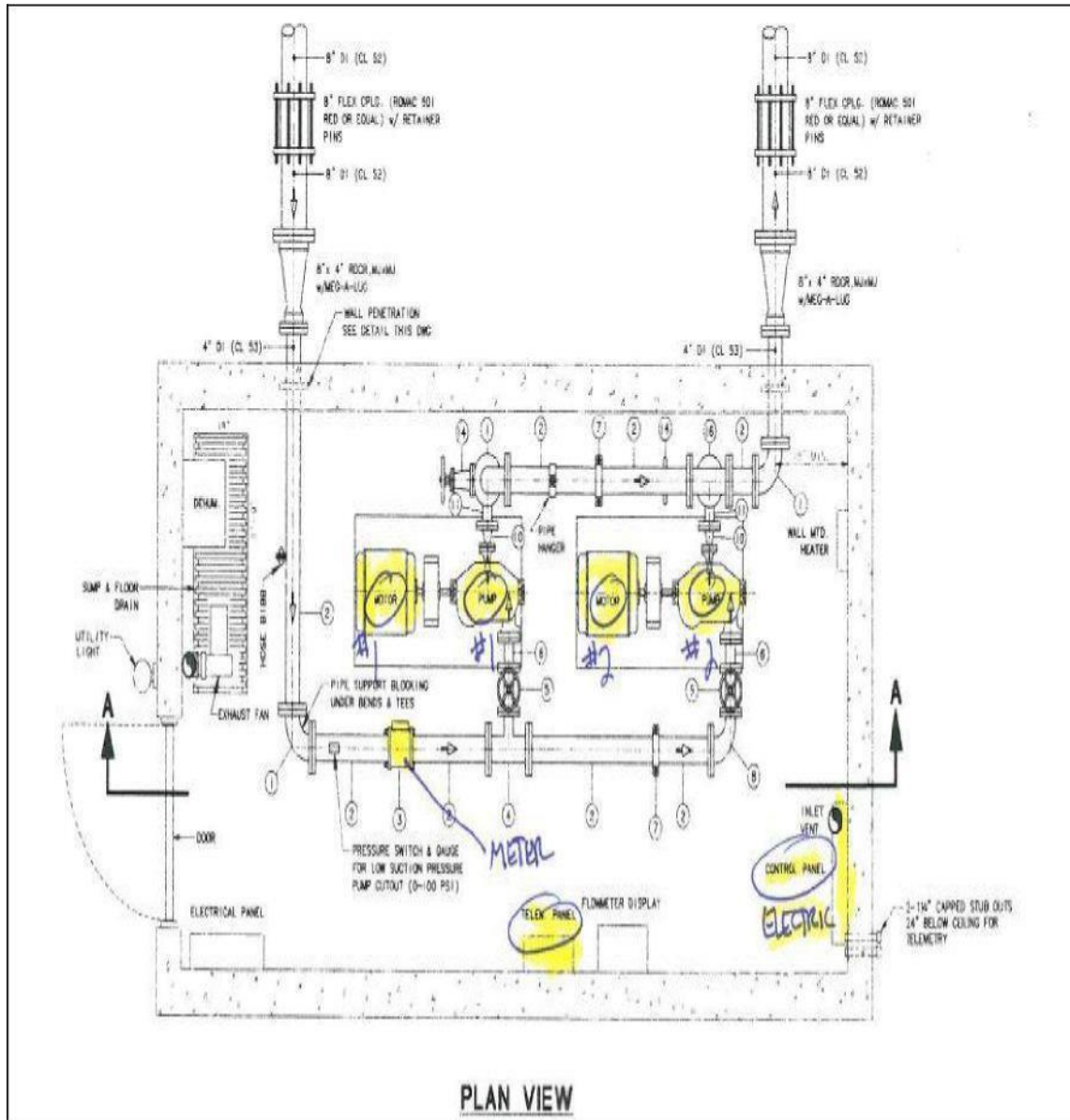
- o Cross



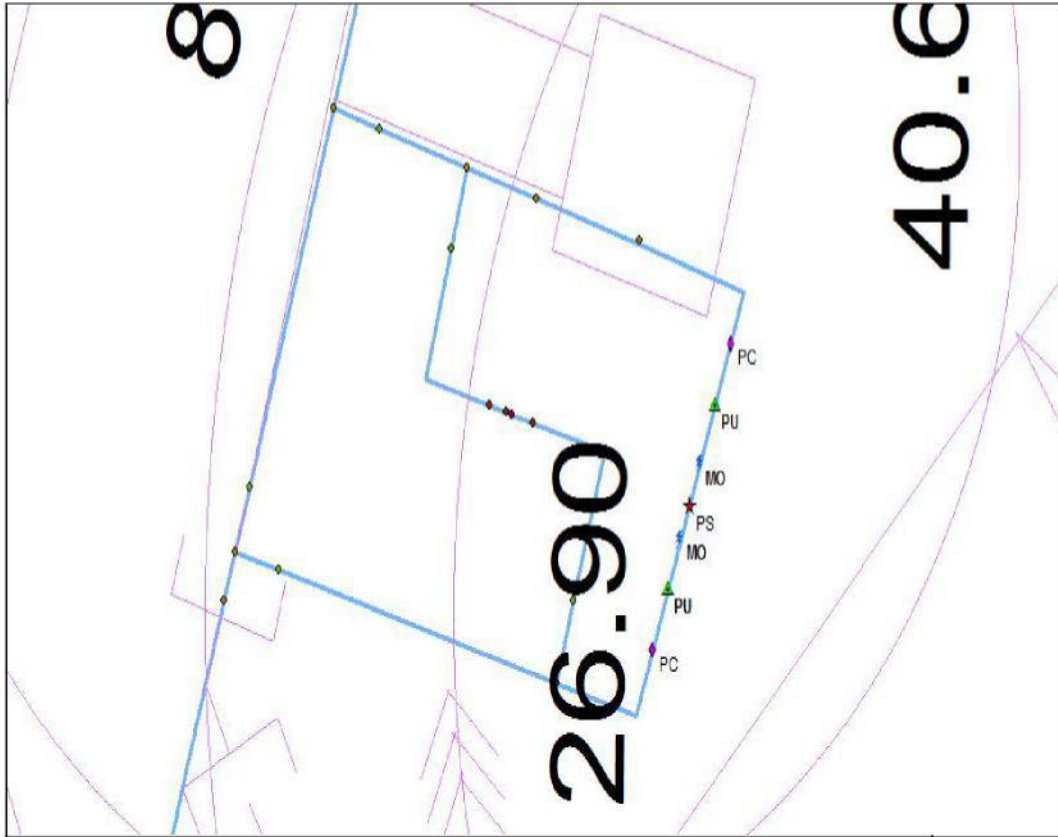
- o BF



## o Mark Up Examples



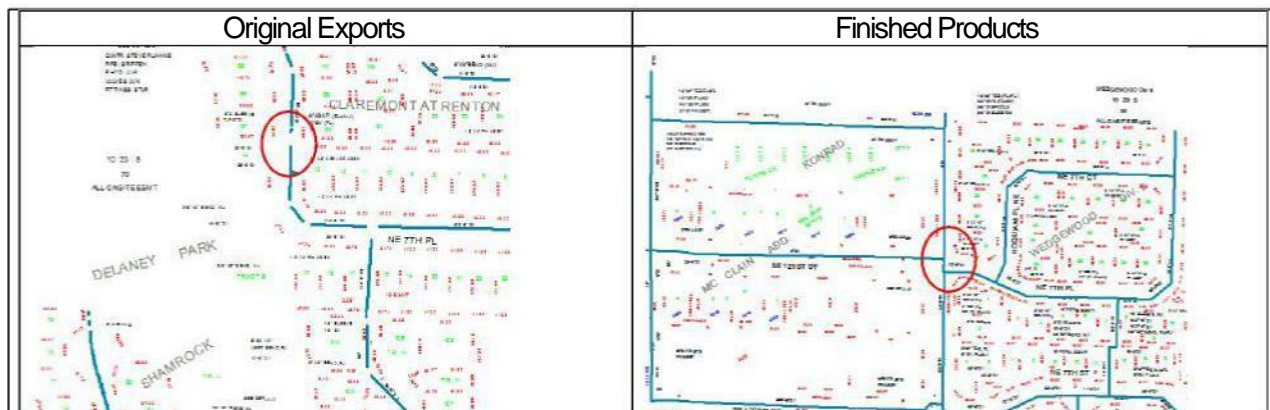




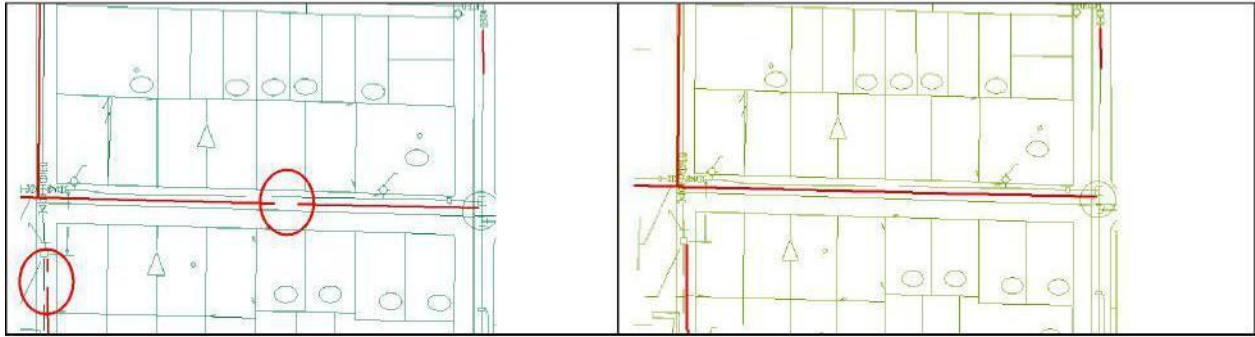
- Assets that should be captured in a point-type format include all assets except pipe, abandoned pipe, easement, and parcels

### 1.5 Layer Type Specific Requirements – Lines and Polylines

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

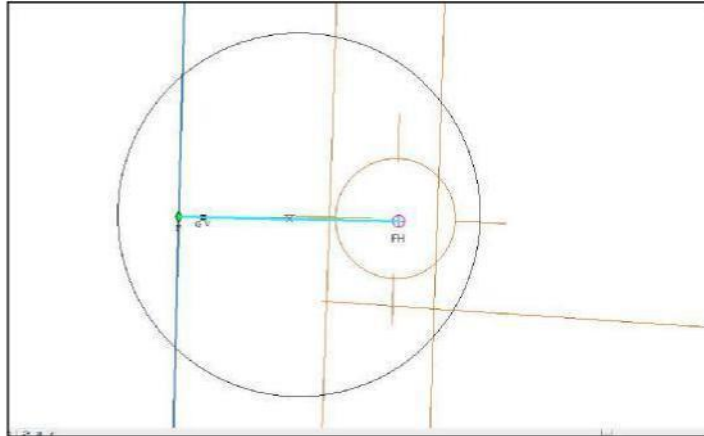




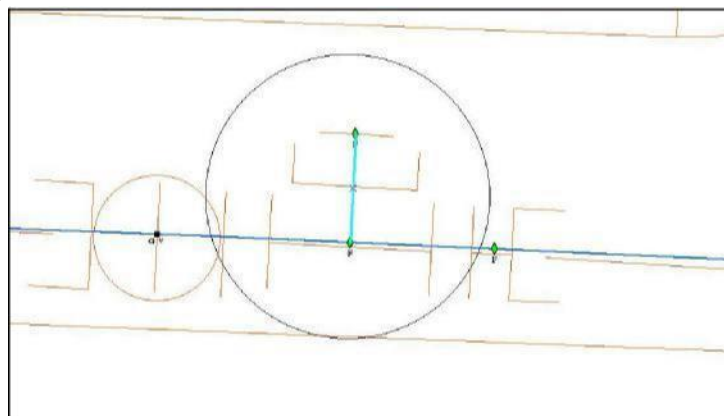


- The short pipe that connects pipes (for example, pipes in the fitting, pipes for fire hydrants, etc.) should be drawn separately but connected to pipe assets

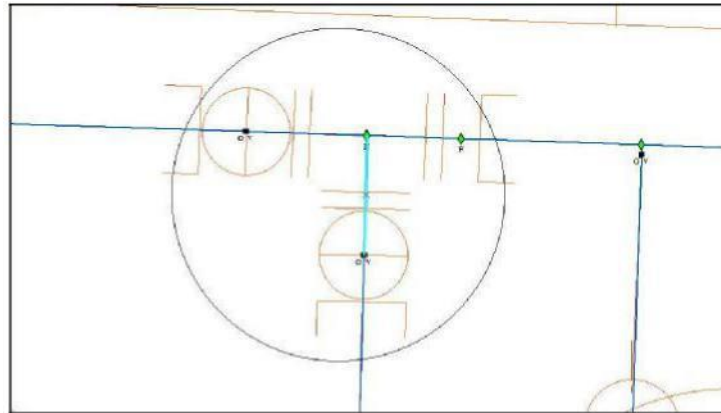
- **Fire Hydrants**



- **Fittings**



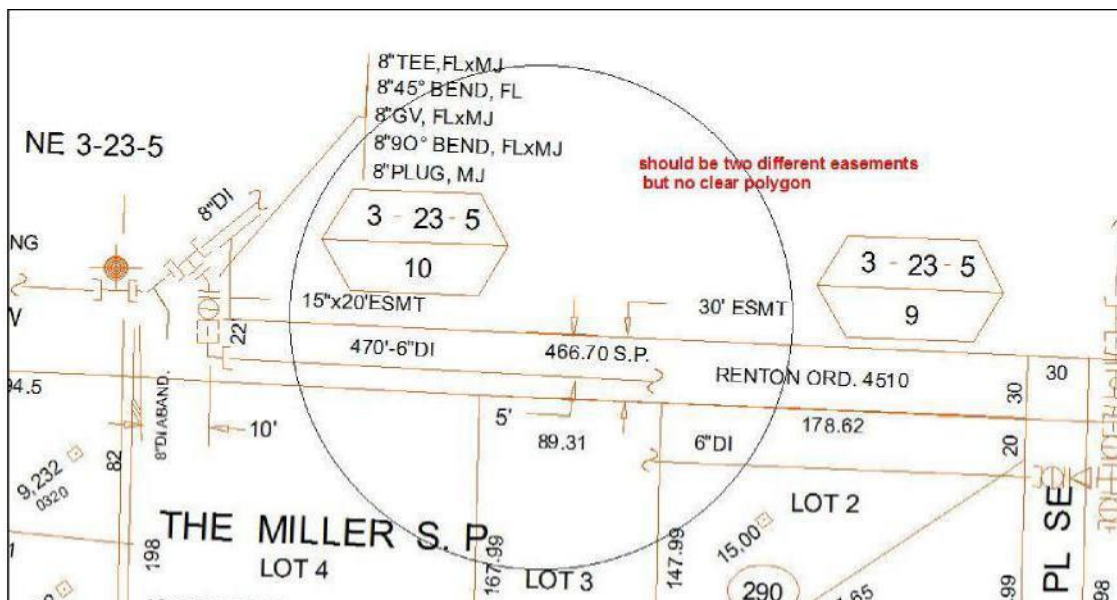
### ○ Gate Valves



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

## 1.6 Layer Type Specific Requirements – Polygon

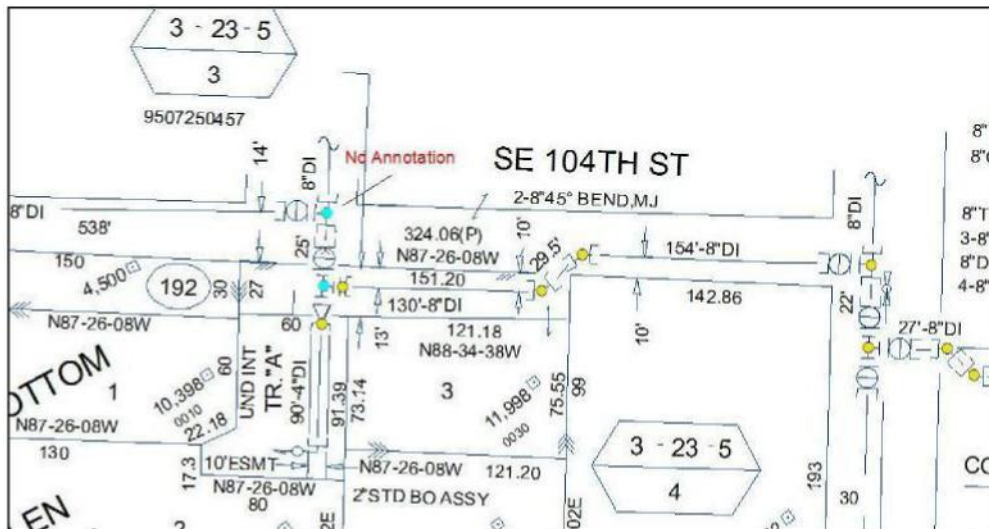
- Polygon features include Easement, ULID, and Details. Current polygon has no polygons. Current polygon did not include Easement or ULID. All of them were drawn using polylines. If blank or non-required layers are used, those should be dropped from CAD.



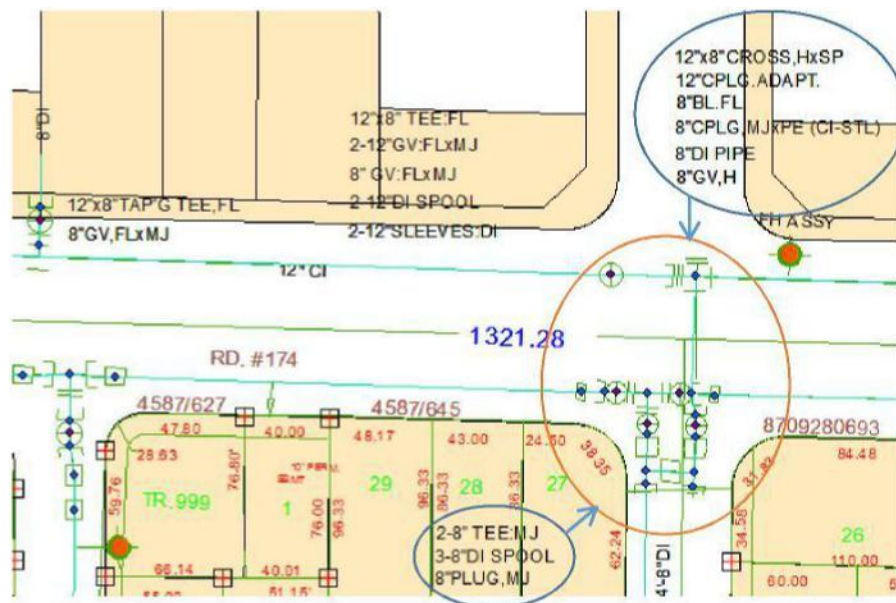
Each polygon should capture one easement or parcel

## 1.7 Layer Type Specific Requirements – Annotation

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



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



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

### ○ AirVac

AV_F																			
OBJECTID *	Shape *	ID_Number	Size	ID_Type	Asset_ID	Make	Model	Manu_Year	Inst_Year	Lat	Long	Location	Combo	Tested	Condition	Review1	Review2	Review3	ID_Section
1	Point	2	2"	AV	AM9302002			<Null>	<Null>	0	0		No	No					C2
2	Point	6	2"	AV	AM9302005			<Null>	<Null>	0	0		No	No					C2
3	Point	7	2"	AV	AM9302007			<Null>	<Null>	0	0		No	No					C2
4	Point	5	2"	AV	AM9302005			<Null>	<Null>	0	0		No	No					C2
5	Point	1	2"	AV	AM9302001			<Null>	<Null>	0	0		No	No					C2
6	Point	8	2"	AV	AM9302008			<Null>	<Null>	0	0		No	No					C2
7	Point	3	2"	AV	AM9302003			<Null>	<Null>	0	0		No	No					C2
8	Point	4	2"	AV	AM9302004			<Null>	<Null>	0	0		No	No					C2
9	Point	1	2"	AV	AV9407001			<Null>	<Null>	0	0		No	No					C9
10	Point	2	2"	AV	AV9407002			<Null>	<Null>	0	0		No	No					D7

### ○ Blow Off

BO_F															
OBJECTID *	Shape *	ID_Number	Size	ID_Type	Asset_ID	Inst_Year	Lat	Long	Location	Condition	IsoValveDi	Review1	Review2	Review3	ID_Section
1	Point	3	2"	BO	BO0407003	<Null>	0	0			0				D7
2	Point	2	2"	BO	BO0407002	<Null>	0	0			0				D7
3	Point	1	4"	BO	BO0407001	<Null>	0	0			0				D7
4	Point	3	4"	BO	BO0401003	<Null>	0	0			0				D1
5	Point	2	0	BO	BO0401002	<Null>	0	0			0				D1
6	Point	1	0	BO	BO0401001	<Null>	0	0			0				D1
7	Point	4	4"	BO	BO0402004	<Null>	0	0			0				D2
8	Point	3	4"	BO	BO0402003	<Null>	0	0			0				D2
9	Point	9	4"	BO	BO0402009	<Null>	0	0			0				D2
10	Point	1	4"	BO	BO0402001	<Null>	0	0			0				D2

### ○ Easement

EASEMENT_F															
OBJECTID	Ease_Num	Record_Num	Parcel	Address	Type	Lat	Long	Township	Range	Section	Comments	ID_section	SHAPE_Leng	Shape_Length	Shape_Area
1					POWER	0	0	0	0	0	100 ft Power ESMT	A2	1704.723833	1704.723833	78139.774898
4					PERM	0	0	0	0	0	15 ft PERM ESMT	A2	1395.622313	1395.622313	9181.502935
5					DRAIN	0	0	0	0	0	10 ft DR ESMT	A2	309.079711	309.079711	1581.889728
6					DRAIN	0	0	0	0	0	12 ft DR ESMT	A2	313.280979	313.280979	1735.322011
8	9507250454					0	0	3	23	5	10-15 ft ESMT	A2	1338.430809	1338.430809	9402.46644
10	10					0	0	3	23	5	15' x 20' ESMT	A2	117.851081	117.851081	588.040989
11	8708120185				DRAIN	0	0	3	23	5	EX 30' DRAINAGE ESMT	A2	975.283708	975.283708	25385.729865
12					WATER	0	0	0	0	0	10' WATER ESMT	A2	411.617874	411.617874	1946.464648
13	SR 9609111380					0	0	3	23	5	10 ft ESMT	A2	826.678875	826.678875	3057.149345
14					DRAIN	0	0	0	0	0	10 ft DR ESMT	A2	292.145153	292.145153	1287.001932
15					DRAIN	0	0	0	0	0	10 ft DR ESMT	A2	420.619648	420.619648	1952.741724

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



