



**CITY OF SEDRO-WOOLLEY**  
Sedro-Woolley Municipal Building  
325 Metcalf Street  
Sedro-Woolley, WA 98284  
Phone (360) 855-1661  
Fax (360) 855-0707

# UTILITY DEVELOPER EXTENSION AGREEMENT

## APPLICANT INFORMATION

Folder Name: \_\_\_\_\_

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

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

Skagit County Tax Assessors number(s): \_\_\_\_\_

Property Owner Name(s): \_\_\_\_\_

Applicant (Developer): \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Phone: (     ) \_\_\_\_\_ - \_\_\_\_\_   FAX: (     ) \_\_\_\_\_ - \_\_\_\_\_

Engineer: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Phone: (     ) \_\_\_\_\_ - \_\_\_\_\_   FAX: (     ) \_\_\_\_\_ - \_\_\_\_\_

Fees Paid By: \_\_\_\_\_

Utility Contractor: \_\_\_\_\_

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

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Phone: (     ) \_\_\_\_\_ - \_\_\_\_\_   FAX: (     ) \_\_\_\_\_ - \_\_\_\_\_

Party to be billed, if different from Developer: \_\_\_\_\_

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

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Phone: (     ) \_\_\_\_\_ - \_\_\_\_\_   FAX: (     ) \_\_\_\_\_ - \_\_\_\_\_

Estimated utility construction start date: \_\_\_\_\_

## **THE UTILITY DEVELOPER EXTENSION AGREEMENT**

This Agreement, dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, is between the City of Sedro-Woolley, a municipal corporation of the State of Washington, hereinafter referred to as the City, and Sadaomi Oshikawa and Phyllis Oshikawa, husband and wife, hereinafter referred to as the Developer. Whereas, the Developer has made application to the City for permission to construct sanitary sewer improvements; now, therefore, in consideration of the mutual promises and covenants herein contained, to be kept, performed, and fulfilled by the parties hereto, it is agreed as follows:

### **1. Responsibilities**

The Developer shall perform all work necessary to accomplish the proposed utility extensions including, but not limited to, design, specifications, permitting and construction. All work shall be performed by qualified personnel. The work shall be in accordance with this Agreement, Utilities Engineering Standards, Sedro-Woolley City Codes, ordinances and regulations, applicable requirements of other governmental agencies and good engineering principles.

The City will review and inspect all work performed by the Developer to assure that the work meets the purpose for which it is intended and is in compliance with all requirements and conditions contained herein. Such review and approval will not relieve the Developer from complying with all said conditions and requirements.

### **2. Definitions**

The following terms when used in this Agreement shall have the meanings indicated:

- A. "Agreement": This Utility Developer Extension Agreement between the City and the Developer.
- B. "City": The City of Sedro-Woolley, Washington, or the area within the City limits.
- C. "Utility": The City of Sedro-Woolley Public Works Department as defined in the Sedro-Woolley City Code and authorized to administer and enforce this Agreement.
- D. "Utilities System(s)": The entire system for a specific utility within the Public Works Department's service areas, described as the City of Sedro-Woolley.

E. "Plans and Specifications": The official City-approved drawings or reproduction of drawings made, or to be made, pertaining to work provided for in the Agreement and the prescribed directions, requirements, explanations, terms, and provisions pertaining to the work to be done.

F. "Or Equal": Any article, material, method or work which, in the opinion of the Utility (City), is equally suitable for the purpose intended as compared with similar articles specifically mentioned in the Agreement, Utilities Engineering Standards or in the plans and specifications prepared under this Agreement.

G. "Points": All survey marks, benchmarks, reference points, stakes, hubs, etc., established for maintaining horizontal and vertical control of the work.

H. "Extension": The utility system being extended to serve the project and satisfy the Utility Code requirements for the property.

I. "Utilities Engineering Standards": The technical standards which include the minimum requirements for the design and construction of water, storm and surface water drainage and sanitary sewer facilities within the City of Sedro-Woolley Sanitary Sewer Department service area. Refers to the SWPWDS and all other applicable standards.

J. "SWPWDS": The Sedro-Woolley Public Works and Developer Standards.

### **3. Warranty of Authority**

The Developer, along with any additional owners as designated on the signature page, warrant that they are the owners of all the real property described in this Agreement, and shall provide a title report or other legal document, to the Utility (City) establishing said ownership.

The Developer may act as agent for the property owner, provided that Agency Status is legally established.

### **4. Location of the Utility Extensions.**

THE LEGAL DESCRIPTION OF THE PROPERTY IS AS FOLLOWS:

That real property described on the attached Exhibit \_\_\_\_\_.

### **5. Description of Utility Extensions.**

The proposed utility extensions will consist of all required sewer mainline and appurtenances required for the proposal, which fall under the Sanitary Sewer Department's jurisdiction. The utility extensions shall be installed in accordance with this Agreement, the Utility Engineering Standards and the plans and specifications approved by the Utility, at the sole cost and expense of the Developer as hereinafter provided.

## **6. Fees to be Paid by the Developer**

Fees shall be paid by the Developer for services provided by the Utility (City), as indicated below:

### **A. Design Review Services**

1. Consultation with the Developer regarding the requirements of the City for construction of the utility extensions.
2. Administration of this Agreement by the City.
3. Assistance with preliminary layout of the proposed utility extensions, as needed.
4. Review and approval of plans, specifications, and necessary documents.
5. Consultation with other agencies (i.e. other City departments, other governmental agencies) regarding plans and specifications, as necessary.
6. Submittal of plans and specifications to other agencies (i.e. other City departments, other governmental agencies) for required approvals, as necessary.
7. Final review of the required documents to assure that the City has legal title to necessary right-of-way and easements, review and approval of the Bill of Sale provided by the Developer, and acceptance of the utility extensions by the City.

The deposit for Design Review and Inspection, specified on the front cover, is hereby submitted with this Agreement. Design Review services shall be charged to the project at the current hourly rate, as established by the City. The Developer agrees to pay outstanding Design Review fees prior to the City accepting the utility extensions.

### **B. Construction Inspection Services**

1. The Preconstruction Conference.
2. Daily inspection of the construction in progress, as needed to ensure that construction of the utility extensions are in accordance with this Agreement, the Plans and Specifications, the Utilities Engineering Standards and any other City requirements.

3. Inspection of required pressure tests, any retesting which may be necessary, and sampling of the completed extension after flushing for submittal to the Washington State Department of Health and Social Services, or a certified testing laboratory for bacteriological examination.
4. Inspection of required pressure tests, after flushing, and any retesting of sewer system improvement which may be necessary.
5. Approval of the sewer video taping schedule, supervision of video taping and revisions/approval of the completed tape and log sheets.
6. Final inspection of the completed extension and preparation of the inspection report, which shall set forth any deficiencies that may exist.
7. Reinspection of any deficient work.
8. Preparation of the storm drainage, water and sewer as-built construction drawings, outside the requirements described in section D2-07 of the Engineering Standards for some storm drainage features.
9. Reinspection at the end of the one-year warranty period.

Construction Inspection services shall be charged to the project at the current hourly rate, as established by the City, including the overtime rate of 1.5 for time outside regular business hours. The Developer agrees to pay outstanding Construction Inspection fees prior to the City accepting the utility extensions.

#### **7. Preliminary Design Review**

The Developer shall refer to the “Submittal Requirements for Utility Developer Extensions” for submittal requirements. Incomplete submittals will not be processed.

#### **8. Omissions and Discrepancies**

The Developer shall carefully study and compare all plans and specifications and other documents and shall, prior to ordering materials or performing work, report in writing to the Utility (City) any error, inconsistency, or omission in respect to the plans and specifications, mode of construction, or costs which it discovers. If the Developer, in the course of this study or in the accomplishment of the work, finds any discrepancy between the plans and specifications and the physical condition of the locality as represented in the plans and specifications, it shall be his duty to inform the Utility (City) immediately in writing, and the Developer shall promptly investigate. Any work performed after such discovery will be done at the Developer’s risk and responsibility for cost.

#### **9. Insurance Requirements**

The Developer shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work hereunder proposed by the Developer, his agents, representatives, employees, and subcontractors. The cost of said insurance shall be paid by the Developer. Insurance shall meet or exceed the following unless otherwise approved by the City.

A. Minimum Scope of Insurance

1. Insurance Services Office Commercial General Liability coverage (“occurrence” form number CG 0001, Ed. 10/1/93), **or**, Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services office form number GL 0404 (Ed. 1/81) covering Broad Form Comprehensive General liability.
2. Insurance Services offices form number CA 0001 (Ed. 12/93), covering Automobile liability, code 1, A any auto, for activities involving other than incidental personal auto usage.
3. Worker’s Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.
4. Consultant’s Errors and Omissions or Professional Liability applying to all professional activities performed under the contract.

B. Minimum Levels of Insurance

1. Comprehensive or Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Worker’s Comprehensive coverage as required by the Industrial Insurance Laws of the State of Washington.
4. Consultant’s Errors or Omissions or Professional Liability: \$1,000,000 per occurrence and as an annual aggregate.

C. Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the City. In the event the deductibles or self-insured retentions are not acceptable to the City, the City reserves the right to negotiate with the Developer for changes in coverage deductibles or self-insured retentions; or alternatively, require the

Developer to provide evidence of other security guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Provisions

Wherever possible, the policies are to contain, or be endorsed to contain, the following provisions:

1. General or Commercial Liability and Automobile Liability Coverages:

a. The City, its officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Developer; products and completed operations of the Developer; premises owned, leased, or used by the developer; or automobiles owned, leased, hired, or borrowed by the Developer. The coverage shall contain no special limitations on the scope of protection afforded to the city, its officials, employees or volunteers.

b. The Developer's insurance coverage shall be primary insurance as respects the City its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be in excess of the Developer's insurance and shall not contribute with it.

c. Any failure to comply with reporting provision of the policies shall not affect coverage provided to the City, its officials, employees or volunteers.

d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall state that coverage shall not be canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Bests' rating of no less than A:XII, or with an insurer acceptable to the City.

F. Verification of Coverage



Developer shall furnish the City with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and shall name the City as an “additional insured” except for coverages identified in A.4. above. The certificate shall include the project name and/or permit number. The certificates are to be received by the Utility (City) reviewer and approved by the City before work commences. The City reserves the right to require complete certified copies of all required insurance policies, at any time.

**G. Subcontractors**

The Developer shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**H. Asbestos or Hazardous Materials Abatement Work**

If Asbestos abatement or hazardous materials work is performed, the Developer shall review coverage with the City’s Risk Manager and provide scope and limits of coverage that are appropriate for the scope of work. No asbestos abatement work will be performed until coverage is approved by the Risk Manager.

**10. Hold Harmless**

The Developer shall protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims judgments or awards of damages arising out of or in any way resulting from the negligent acts or omissions of Developer, its officers, employees, contractors and agents in performing this Agreement.

The Developer agrees that its obligation under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Developer, by mutual negotiation, hereby waives, as respects the City only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the City incurs any judgment, award, and/or cost arising there from including attorneys’ fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Developer.

**11. Risk of Loss**

The Developer shall bear the risk of loss or damage for all finished or partially finished work until the entire extension is accepted by the Utility (City).

**12. Easements**

Any required easement shall be obtained by the Developer at its sole cost and expense. Executed original copies of off-site easements shall be delivered to the Utility (City) prior to notification to

proceed with construction. On-site easement submittals may be delayed until construction completion. Project acceptance will not occur until easement format and legal descriptions are verified. All easements shall conform to Utilities Engineering Standards and the City's required format. The easement shall be clearly written in a manner that it can be plotted from the description, and a drawing of the easement location shall be attached. Plans should clearly label easements "public" or "private".

### **13. Surveys**

The Developer shall furnish all property boundary surveys.

### **14. Permits**

All permits required by any governmental agency, shall be obtained by the developer unless the Utility (City) is required by the agency to obtain the permit. Permits must be obtained prior to commencing with construction. Prior to any street excavation, clearing and grading, or other work requiring a regulatory permit, the Developer or Developer's contractor shall present a copy of the appropriate permit to the Utility (City). If the Developer observes that the Agreement or any part thereof is inconsistent and/or at variance with such permit, he/she shall promptly notify the Utility (City) in writing and any necessary changes shall be made by the Developer and submitted to the Utility (City) for review.

### **15. Surety Instrument**

Prior to construction, the Developer shall furnish to the Utility (City) a Surety Instrument (Performance Bond, Security Agreement, Irrevocable letter of Credit or Assignment of Savings) in a form acceptable to the City, and in an amount equal to the engineers estimate or contractor's bid price to complete all work within the public right-of-way, connection to the water, sanitary sewer and/or storm drainage systems and restoration of public right-of-way and easements. The minimum surety amount shall be \$3,000.00 per utility regardless of ownership.

Upon acceptance of the extension by the Utility (City), the Developer shall furnish to the Utility (City) a Maintenance Surety Instrument (Maintenance Bond, Security Agreement, or Assignment of Savings) in an amount of not less than twenty percent (20%) of the construction cost for the portion of the water, sanitary sewer and/or storm drainage extensions accepted and owned by the Utility (City). The minimum surety amount shall be \$3,000.00 per utility, regardless of ownership. Said Maintenance Surety Instrument shall guarantee correction of defects in the extension for a period of two (2) years following acceptance of the utility extensions by the Utility (City), and may be released only upon written notification by the Utility (City).

The Developer may record a final plat or short plat prior to completion of the utility extensions only if said Developer has furnished a Surety Instrument (Performance Bond, Security Agreement, Irrevocable letter of Credit or Assignment of Savings) approved by the City in an amount equal to 150% of the engineer's cost estimate or 150% of the contractors bid price (minimum \$4,500.00 per utility) to complete the entire utility extensions, both on-site, and in public right-of-way, as allowed in the Land-Use code.

## **16. Procedure for Acceptance**

Compliance with and completion of all the terms and conditions of this Agreement, the plans and specifications prepared hereunder, and other City requirements, and payment of any additional fees for Design Review and Construction Inspection Services shall be conditions precedent to the Utility's (City's) obligation to accept the utility extensions and to the Utility's (City's) agreement to maintain and operate the public portion of the utility extensions. Building occupancy or final plat approval will be withheld until project acceptance or appropriate surety instrument is provided, as noted above, for plats only.

The Utility (City) will not allow any connection to the utilities systems by any portion of the real property described in this Agreement if there are any fees or costs unpaid to the Utility (City) under this Agreement, or if there are fees arising under other City requirements which are unpaid. The Utility (City) shall not be obligated to provide utilities service to the property described in this Agreement if the construction by third parties of facilities to be deeded to the Utility (City) has not been completed and accepted by the Utility (City), if such third party facilities are necessary to provide utility service to the property described in this Agreement.

The Utility (City) will accept the utility extensions at such time that all work which may, in any way, affect the utility extensions has been completed, any damage to said utility extensions which may exist has been repaired, and the Utility (City) has made final inspection and given its approval to the utility extensions as having been completed in accordance with this Agreement, the plans and specifications, and other requirements of the City. Such acceptance by the Utility (City) shall not relieve the Developer of the obligation to correct defects in the labor and/or materials as herein provided and /or the obligations set forth in applicable paragraphs hereof. After acceptance of the utility extensions and the transferring of title of said utility extensions to the Utility (City) as set forth herein the Developer shall furnish a maintenance bond which shall remain in full force for a period of one (1) year. Said maintenance bond will be accepted by the Utility (City) in-lieu of the surety instrument required herein. The maintenance bond shall be in a form acceptable to the City and shall require the Developer and/or the surety company to correct any and all defects which arise in said utility extensions for a period of two (2) years from the date of acceptance by the Utility (City).

Acceptance of the utility extensions shall be made in writing by the Utility (City). Prior to such acceptance, executed bill of sale documents, in a form approved by the Utility (City), and the warranties required by this Agreement, shall be executed by the Developer and any additional owners and delivered to the Utility (City) for the Utility (City) owned portion of the utility extensions. Acceptance by the Utility (City) shall cause the public portion of the utility extensions to be subject to the control, use, and operation of the utility and all regulations and conditions of service and service charges as the Utility (City) determines to be reasonable and proper.

## **17. Phased Construction**

The utility extensions may be constructed and accepted in phases as specifically designated on the plans and specifications when all requirements have been met. There will be no conditional acceptance or acceptance for use and operation. The accepted portion of the utility extensions must be capable of functioning independently.

#### **18. Limitation Period for Acceptance**

The utility extensions shall be completed and accepted within eighteen (18) months of the date of this Agreement. If the utility extensions are not completed and accepted within the time period then the Developer's rights under this Agreement shall cease and no additional construction of the utility extensions shall take place until the Developer makes a new application to the Utility (City) to complete the utility extensions, or the Utility (City) consents to the renewal of the existing Agreement. The Developer shall pay any additional administrative, legal, engineering, and inspection costs involved as determined by the Utility (City). Any such agreement entered into pursuant to a new application, or renewal of the original Agreement, shall be subject to any new or amended ordinances, regulations, Codes, Standards or fee schedules which have taken effect since execution of the Agreement.

If the Utility (City) determines that it is necessary to complete the utility extensions to provide utility service to other property, then the Utility (City) may give the Developer notice that construction of the utility extensions must be commenced within sixty (60) days of the notice by the Utility (City) to the Developer, provided that the plans and specifications have been prepared and submitted by the Developer. If construction is not commenced within the time specified then the Utility (City) may terminate this Agreement and shall retain all payments made by the Developer to the Utility (City) and shall be free to proceed with construction of the utility extensions within the area described in this Agreement.

#### **19. Extension of the Agreement**

The Developer shall work diligently to complete all work within eighteen (18) months of the date of this Agreement. The Utility (City) may issue one extension, up to six (6) months in duration, to this Agreement, at the sole discretion of the Utility (City), upon receipt of written notice to the Utility (City) prior to the expiration of the original 18-month period. Failure of the Developer to work diligently to complete the utility extensions shall be grounds to deny an extension. Developer must apply for a new extension agreement and be subject to all new fees and requirements. It is incumbent upon the Developer to complete all the work in a timely manner.

#### **20. Materials and Equipment**

Materials and equipment shall be new and shall be as specified in the Agreement, the plans and specifications, the Utilities Engineering Standards, or; if not specified, of a quality approved by the Utility (City). All materials and equipment furnished are warranted by the Developer as new and in accordance with the Agreement and the plans and specifications, and suitable for the intended purpose. In addition, the Developer shall furnish the Utility (City) with copies of the

supplier's warranty and shall adopt the same as the warranty of the Developer, and shall also be liable thereon to the Utility (City).

## **21. Warranties of the Developer**

The bill of sale to be provided by the Developer to the Utility (City) shall contain the following warranties with the City as the beneficiary:

A. Developer is the owner of the property, the same is free and clear of all encumbrances and developer has good right and authority to transfer title thereto to the Utility (City) and will defend the title of the City against claims of all third parties claiming to own the same or claiming any interest therein or encumbrance thereon; and

1. The sanitary sewer extension is in proper working condition, order, repair, and is adequate and fit for the intended purpose of use as a sewer system and as an integral part of the sewer system of the Utility (City); and

2. The storm drainage extension is in proper working condition, order, repair, and is adequate and fit for the intended purpose of use as a storm drainage system and as an integral part of the storm drainage system of the Utility (City); and

3. The water system extension is in proper working condition, order, repair, and is adequate and fit for the intended purpose of use as a water system and as an integral part of the water supply and distribution system of the Utility (City).

B. For a period of two (2) years from the date of final acceptance of the utility extensions; the utility extensions, and all parts thereof, shall remain in proper working condition, order, and repair; and the Developer shall repair or replace, at its expense, any work or material which may prove to be defective during the period of the warranty.

In addition, the Developer shall obtain warranties and guarantees from its subcontractors and suppliers where such warranties or guarantees are specifically required in this Agreement. When correction of defects occurring within the warranty period are made, the Developer shall further warrant corrected work for two (2) years after the acceptance of the corrected work by the Utility (City).

## **22. Correction of Defects During the Warranty Period**

When defects in the utility extensions are discovered within the warranty period, the Developer shall start work to remedy any such defects within seven (7) days of written notice by the Utility (City), and shall complete such work within a reasonable time. In emergencies where damage

may result from delay and/or where loss of service may result, the corrections may be made by the Utility (City) upon discovery, in which case the cost thereof shall be borne by the Developer. In the event the Developer does not commence and/or accomplish the corrections within the time specified, the work may be accomplished by the Utility (City), at its option, and the cost thereof shall be borne by the Developer, by direct billing or attachment of the Maintenance bond.

Developer shall be responsible for any expenses incurred by the City resulting from defects in the Developer's work, including actual damages, costs of materials, and labor expended by the City in making repairs, and the cost of engineering, inspecting, and supervision by the City.

### **23. Rates and Charges**

The Developer described in this Agreement shall be subject to all rates and charges established by the City. Interest shall be added as provided for in RCW 35.92.025.

### **24. Royalties and Patents**

The Developer shall hold the City and its officers, employees and agents harmless from all suits, claims or liabilities of any nature, including attorney's fees, costs, and expenses, based upon any alleged infringement of patent rights regarding any material, machine, appliance, or process that the Developer may use on the work or incorporate within the work; and if suit in respect to the above is filed, the Developer shall appear and defend the City and its official, employees, and volunteers at its own cost and expense; and if judgment is rendered or settlement made requiring payment of damages by the City, its officials, employees, or volunteers, the Developer shall pay the same.

### **25. Subletting or Subcontracting**

Developer is fully responsible to the City for the acts and omissions of subcontractors and persons employed, directly or indirectly, by subcontractors, as well as the acts and omissions of persons directly employed by the Developer.

### **26. Latecomer's Agreement**

The Developer may request a Latecomer's Agreement if the utility extensions benefit properties other than the Developer's property, and the Developer cannot include the other said property owners in this Agreement. Extension to the extreme of the property included in this Agreement does not constitute the basis for a Latecomer's Agreement. The Developer shall request a Latecomer's Agreement in writing, and provide itemized unit costs of the utility extension installation(s). The latecomer agreement shall be approved and executed before acceptance of the utility extensions.

Properties benefiting by connection to the Developer installed utility extensions shall pay the pro-rata share of the latecomer's Agreement with interest plus an administrative fee to the Utility (City), who will then forward the latecomer reimbursement to the Developer. The Latecomer's Agreement shall remain in full effect for a period of ten (10) years.

**27. General Conditions**

Attached hereto are the General Conditions to this Agreement, addressing basic construction requirements, which by this reference are incorporated and made a part herein.

**28. Utilities Engineering Standards**

The City of Sedro-Woolley, "Utilities Engineering Standards" (SWPWDS, latest edition) by this reference is hereby incorporated and made a part herein.

**29. Connection Fees**

The Developer shall pay the connection fees (general facility charge) for each mobile home at the multi-family rate of .63 ERU per mobile home unit, for 21 mobile homes, as set forth in SWMC Section 13.16.035. In the event the Developer shall convert the premises to another use and qualify for a credit against the general facilities charge upon change of use, the credit shall not exceed .63 ERU times 21. The connection fee is \$3,300 per ERU, for a total of \$43,659.00, together with interest at the rate of \_\_\_\_\_% per annum on the unpaid balance. The connection fee shall be paid over a 36 month period in equal installments of \$\_\_\_\_\_ per month due on the first day of each month. Any payment which is more than 10 days past due shall bear a late payment fee of \$50.00. This obligation shall be reduced to a promissory note and deed of trust embodying these terms, to the satisfaction of the City.

**30. Signatures**

I certify that I am the owner or owners authorized agent. If acting as an authorized agent, I further certify that I am authorized to act as the Owners agent regarding the property described herein for the purpose of filing applications for decisions, permits or review under applicable Bellevue City Codes and I have full power and authority to perform, on behalf of the Owner, all acts required to enable the City to process and review such applications.

I hereby certify that the information on this application furnished by me is true and correct and that the application requirements of the City of Bellevue will be met.

Entered into and agreed to in whole this \_\_\_\_\_ day of April, 2004.

**DEVELOPER/OWNER:**

\_\_\_\_\_  
Sadaomi Oshikawa

\_\_\_\_\_  
Phyllis Oshikawa

**CITY OF SEDRO-WOOLLEY:**

Attest:

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Mayor

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City Clerk



## **GENERAL CONDITIONS FOR CONSTRUCTION**

### **1. Authority of Utility (City)**

The Utility (City) shall have general authority over the work to be accomplished under this Agreement, provided nothing contained in this Agreement shall be construed to require the Utility (City) to direct the method or manner of performing any work by the Developer.

The Utility (City) shall decide all questions pertaining to the interpretation of the Agreement and plans and specifications prepared thereunder, the quality or acceptability of materials furnished and work performed under this Agreement on the part of the Developer. The decision of the Utility (City) on such matters shall be final.

All work under this Agreement shall be performed to the satisfaction of the Utility (City), and the decision by the Utility (City) as to whether the work has been performed in a satisfactory manner shall be final.

The Utility (City) may stop work under this Agreement whenever, in its opinion, such stoppage is necessary to ensure proper performance of this Agreement. The Utility (City) may also reject all work and materials which, in its opinion, do not conform to the Agreement.

The Utility (City) may direct the sequence of conducting work when it is in locations where the City is doing work either by contract or through its own forces and where such other works may be affected by the work performed under this Agreement, in order that conflict may be avoided and the work under this Agreement may be harmonized with such other work.

### **2. Determination of “OR Equal”**

The Utility (City) shall be the sole judge of the questions of “or equal” of any supplies, materials, or equipment proposed by the Developer. The Developer shall pay to the Utility (City) the costs of tests and evaluations needed to determine the acceptability of alternates proposed by the Developer.

### **3. Compliance with Laws**

The Developer shall give all notices and comply with all laws, ordinances, rules, and regulations relating to the conduct of the work provided for under this Agreement.

### **4. Stoppage of Work**

If the Developer performs any work contrary to laws, ordinances, rules, or regulations prior to obtaining any necessary permits or other required permission, the City may order the work stopped.

### **5. Points, Instructions and Construction Staking by the Developer**

The Developer is responsible to provide all surveying work needed to accurately locate the designed improvements. The Developer shall not proceed with staking until approval is received from the City. Existing underground utilities, above ground appurtenances, and other facilities must be located.

The Developer shall provide 48 hours advance notice (excluding weekends and holidays) before actual construction begins.

The Developer shall provide horizontal control in the form of either road centerline stakes, property stakes, or easement centerline stakes, as necessary, to be utilized in providing construction staking. Construction staking shall not begin until adequate horizontal control is in place in the field. Construction cut sheets shall be supplied to the Utility (City) before construction of the utility improvements begins. Cut sheets shall be presented to the inspector 24 hours in advance of construction.

Additional construction staking may be required for various reasons and shall be the responsibility of the Developer.

Additional construction staking which may be required shall include:

- A. Location of easements, property lines and road centerlines.
  1. Location of sewer mains, manholes and side sewer stubs.
  2. Location of storm drains and appurtenances, detention and water treatment facilities.
  3. Location of water mains, valves, meter boxes, hydrants and principle fittings and backs of hydrants.
- B. Addition of set stakes and offset stakes other than those specified in General Condition 6.
- C. Replacement of stakes for any reason.
- D. Additional work occasioned by obstruction, delay or prevention of staking by the Developer.

## **6. Inspections and Tests**

Inspection by the Utility (City) is required for various aspects of the utility system. Such aspects include but are not limited to:

- All sewer main pipe laying operations
- Installation of sleeves, couplers and adapters on pipe
- Pipe bedding and backfilling
- Casings, concrete encasement or other special installations
- Crossing AC water mains or other utilities

- Repairs to wastewater facilities or other utilities
- Pavement, curb, gutter and sidewalk restoration
- All surface components (valve box, frame and grate, ring and cover, etc) after final paving
- Easement restoration
- Manhole installations and pipe connections
- Saddle manhole installations
- Manhole core drilling
- Air testing sewer main and side sewer stubs
- Flushing/cleaning sewer mains and CCTV inspection
- Grease/oil water separators
- Vehicle wash and dumpster area drains
- Side sewer installations:
  - Tee locations and stub markers
  - Side sewer depth at right-of-way/easement line
  - Side sewer slope
  - Fittings and clean-outs

Inspection of the work by the Utility (City) shall be strictly for the benefit of the Utility (City) and no other person.

The Utility (City) shall, at all times, have access to the work for the purpose of inspecting and testing. The Developer shall provide facilities for such access, inspection and testing.

If any work is covered without the approval or consent of the Utility (City) it shall be uncovered for inspection at the Developer's expense, if required by the Utility (City).

The Developer shall make reasonable tests of the work at the Developer's expense upon the Utility's (City's) request, and shall maintain a record of such tests.

Before a performance test is to be observed by the Utility (City), the Developer shall make whatever preliminary tests are necessary to assure that the material and/or equipment are in accordance with the plans and specifications provided. If, for any reason, the test observed is unsatisfactory, the Developer shall pay all costs incurred for the inspection of further testing.

Should the Developer elect to work more than eight hours per weekday, or more than five weekdays per week, all costs of inspection thus entailed may be charged to the Developer at 1.5 times the billing rate. In addition, the Developer shall obtain approvals from Public Works Department to work outside the hours allowed by the Noise Ordinance and/or hours specified in the Right-of-Way use permit.

The Utilities' approval is required to work nights, weekends and holidays. The Developer shall submit his proposed schedule to work nights, weekends or holidays at least five (5) days in advance (not including weekends and holidays) for review. If the Developer elects to work on

weekends, nights, or holidays, and such work schedule is approved by the Utility (City), all costs of inspection may be charged to the developer at 1.5 times the billing rate.

Where the Agreement, plans and specifications, or laws, ordinances, rules, or regulations of any governmental authority require that any work be specially tested or inspected, the Developer shall give the Utility (City) notice that such tests or completed work is ready for inspection. If the inspection is by an authority other than the City, the Developer shall notify the City of the date and place of the inspection. Required certificates of inspection by other authorities shall be secured by the Developer.

Written notice of deficiencies, adequately describing the same, shall be given to the Developer upon completion of each inspection. The Developer shall correct such deficiencies within seven (7) days of the notice and before final inspection is made by the Utility (City).

A representative of the contractor shall arrange a time to accompany the Utility (City) on the final inspection and subsequent reinspection, if required. The Utility (City) will not make the final inspection until the physical work, including final clean-up and all extra work ordered by the Inspector has been completed.

Deficiencies discovered during the final inspection shall be corrected within seven (7) days of notice thereof and, in no instance, shall service be provided until the deficiencies are corrected and the utility extensions pass reinspection.

## **7. Availability of Project Documents**

The Developer shall keep at least one copy of the following project documents constantly available at the construction site.

- 1) Approved construction plans and shop drawings
- 2) Construction specifications
- 3) Developer Extension Agreement
- 4) Bellevue Utilities Engineering Standard

## **8. Materials and Equipment List**

The Developer shall file three copies of a materials and equipment list with the Utility (City) prior to proceeding with construction. This list shall designate the quantity, manufacturer and model number of materials and equipment to be installed under the Agreement.

The list will be checked by the Utility (City) for conformity with the Agreement and the plans and specifications provided. The Utility (City) will determine the conformity of the list with reasonable promptness. The Developer shall make any required corrections and file two corrected copies with the Utility (City) within one week after the receipt of the required corrections. The Utility's (City's) review of the list shall not relieve the Developer from the responsibility of providing materials and equipment suitable for their intended purpose nor for deviations from the Agreement or the plans and specifications without written permission from the Utility (City).

## **9. Shop Drawings**

The Developer shall have his engineer check and verify all shop drawings and schedules required for the performance of the work and as requested by the Utility (City). The Developer's engineer shall verify all measurements or conditions to which the shop drawings are applicable,

The Developer shall furnish two corrected copies of the shop drawings to the Utility (City). Neither the Developer's engineer's approval nor the Utility's (City's) acceptance of the Shop Drawings shall relieve the Developer from responsibility for the deviation from this Agreement or the plans and specifications provided, nor shall it relieve the Developer from the responsibility for errors in the shop drawings.

## **10. Samples**

The Developer shall furnish for approval all samples as directed by the Utility (City). The finished work shall be in accordance with approved samples. Approval of samples by the Utility (City) does not relieve the Developer from the obligation to perform the work in accordance with the Agreement or the plans and specifications provided.

## **11. Protection of Work and Property**

The Developer shall continuously maintain adequate protection of the work from damage and shall protect the City's property from injury or loss arising in connection with or during the existence of this Agreement. The Developer shall be liable to the City for any injury or loss resulting from its failure to comply with this provision. The Developer shall also adequately protect adjacent property from damage or loss which might result from performance of the work under this Agreement. The Developer shall also provide and maintain all passageways, guard fences, lights, and other facilities for the protection of the public as required by law.

## **12. Safety Requirements**

The Developer shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state, and municipal law with regard thereto. The Developer shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of employees and the public, and shall designate a responsible member of its organization on the construction site whose duty shall be the prevention of accidents. The name and position of such person shall be reported in writing to the Utility (City).

## **13. Use of Private Property**

The Developer shall not enter upon or place materials on private property without express written permission of the property owner. A copy of such written permission shall be furnished to the Utility (City). The Developer shall hold the City harmless from all suits and actions of any kind or description which might arise from its use of private property.

#### **14. Location of Underground Utilities**

Underground utilities of record shall be shown upon the plans and specifications so far as possible. Such representation is for convenience only and the City assumes no responsibility for improper locations or failure to show utility locations on the plans and specifications. A locating service shall be called upon to mark utilities in the field prior to construction. Call 1-800-425-5555, before you dig.

#### **15. Replacing Improvements**

Whenever it is necessary in the course of construction to remove or disturb culverts, landscaping, driveways, roadways, pipelines, monuments, property stakes or other existing improvements, whether on private or public property, they shall be replaced to a condition equal to that existing before they were so removed or disturbed.

#### **16. Superintendents and Supervision**

The Developer shall keep on the construction site during the progress of the work a competent superintendent and any necessary assistants, all satisfactory to the Utility (City). The superintendent shall represent the Developer in his absence and all directions given to the superintendent shall be as binding as if given to the Developer.

At all times, the Contractor shall keep at the work site a set of the plans, specifications, Developer Extension Agreement and Engineering Standards. The Contractor shall devote the attention required to make reasonable progress on the work and shall cooperate fully with the Utility (City).

Competent supervisors experiences in the task being performed shall continuously oversee the contract work. At the Utilities written request, the Contractor shall immediately remove and replace any incompetent, careless, or negligent employee. Noncompliance with the Utility's (City's) request to remove and replace personnel at any level shall be grounds for the issuance of a Stop Work Order.

The Contractor shall keep all machinery and equipment in good, workable condition. It shall be adequate for its purpose and used by competent operators.

#### **17. Operation of Existing Water Valves**

The operation of all existing water system valves shall be done by City Utility personnel only.

#### **18. Domestic Water Meters**

It shall be the responsibility of the Developer to make application and pay necessary fees to the Utility (City) for the installation of water meters. The Developer shall not purchase and install

water meters from a private supplier; except water meters larger than 2" may be purchased from a Utility (City) approved supplier.

### **19. Flushing of New Water Mains**

The flushing of new water mains for the purpose of removing foreign materials and accumulated sterilants shall only be done in the presence of a Utility (City) Representative.

The water supply for filling, testing and flushing of the new water mains will be available from the existing distribution system via a fire hydrant use permit and the appropriate connection appurtenances.

### **20. Disposal of Flush Water**

The Contractor is responsible for disposal of water flushed from water mains. Unprocessed flush water and turbid water shall not be discharged to surface waters or the storm drain system. Disposal may be made by storing and aerating until chlorine and/or turbidity cannot be detected with disposal to the storm drain system, or by percolation into the ground, or to a public sanitary sewer provided the disposal rate does not overload the sewer. The Contractor shall exercise special care during flushing to avoid damage to adjacent properties and overloading the sanitary sewer system.

### **21. Video Inspection**

Following flushing the Developer will provide a videotape of the sewer pipe interior for all mains 8" and larger. The project will not be accepted until the Utility (City) has reviewed the video tape and any deficiencies have been repaired.

See "Privatized TV Performance Specification" for details.

### **22. Side Sewer Permits**

It shall be the responsibility of the Developer to make application and pay necessary fees to the Utility (City) for the issuance of Side Sewer Permits. A copy of the side sewer permit shall be present on-site prior to commencing with side sewer construction and connection.

Single family sewer permits will not be issued until after acceptance of the utility extensions.

### **23. Final Sequence for Commercial Projects**

In order for the Utilities Department to "sign off" the project for occupancy, the contractor must complete the following:

1. Contractor completes all utility work.

2. Contractor makes an appointment for a “punch list” inspection.
3. Developer provides detention tank, vault or pond as-builts, CAD disk and certification letter.
4. Contractor completes “punch list” work.
5. Contractor makes an appointment for a final inspection. Inspector re-inspects “punch list” and signs off project as “complete”.
6. Inspector prepares memos of completion for Development Reviewer.
7. Development Reviewer verifies that all requirements of the Developer Extension Agreement have been met (pre-acceptance). Allow 3 to 4 weeks to complete the process.
  - a) O & M Manual approved and recordable
  - b) Fees paid reasonably up to date
  - c) Easements verified and recordable
  - d) Bills of Sale
  - e) Maintenance Bonds, if greater than original Performance Bonds
  - f) Certification of Construction Cost
  - g) Latecomer Agreement, if applicable
8. Development Reviewer provides copy of Acceptance Letter to Inspector.
9. Inspector signs Certificate of Occupancy (C.O.) and allows water meter to be set or unlocked. The Developer Extension Agreement expires 18 months after the start date. After expiration, a Stop Work Order will be posted for all utility work. A new Developer Extension Agreement needs to be executed in order to remove the Stop Work Order. The project will be subject to all new fees and conditions of the new Agreement.