



II. Description of Extension

The proposed extension will consist of the following:

	Length of Extension		Other Improvements <sup>(4)</sup>	
	Off-Site <sup>(1)</sup>	On-Site <sup>(2)</sup>	Off-Site <sup>(1)</sup>	On-Site <sup>(2)</sup>
Water Main				
Sewer Main				
Storm Drain				
Roadway <sup>(3)</sup>				
Sidewalk				

- (1) Improvements outside property described in Section I.
- (2) Improvements within property described in Section I.
- (3) Based on center line.
- (4) For example, pump stations, detention facilities.

The above utility and street extensions shall be constructed in accordance with plans and specifications approved by the CITY and in accordance with the standards and conditions of the CITY. The standards and conditions are on file in city hall of the CITY. The terms and conditions of which are by this reference made a part hereof as though set forth in full herein.

III. Fees

Fees are to be paid by the DEVELOPER for administration, engineering, legal and other costs incurred or to be incurred in connection with the construction and installation of utilities and streets for this project. Fees shall be paid by the DEVELOPER in consideration of the CITY providing the following services:

- a. Review Services
  - 1. General consultation with the DEVELOPER regarding the requirements of the CITY and procedures for the DEVELOPER to complete the project and administration of the DEVELOPER Extension Agreement.
  - 2. Review of the proposed development. Comments will be made in accordance with compliance with the CITY's comprehensive plans and adopted standards.
  - 3. Submittal of comprehensive plan amendments and contract plans and specifications, if necessary, to the regulatory agencies for approval.

b. Construction Engineering Services

1. Inspection of the construction in progress as required to assure that the construction of the utilities and roadway system is in accordance with the construction plans and specifications and CITY standards.
2. Inspection of pressure tests of pipelines and other tests required for utilities is outlined in the CITY standards. Inspection of any retesting which may be necessary and sampling for the purposes of water quality control.
3. Final inspection of the completed project. Preparation of inspection reports and setting forth any deficiencies that may exist.
4. Re-inspection of any deficient work.
5. Review of as-built plans provided by the DEVELOPER which are to conform to construction records.

c. Legal Services

1. Review DEVELOPER's Extension Agreement, easements, insurance, and bonds.
2. Prepare the resolutions for amending comprehensive plans as necessary, accepted DEVELOPER Extension Agreements and other agreements as necessary.
3. Prepare latecomers agreement if required.

d. Additional Services

1. Additional engineering review that may be necessary for changes in contract plans and/or specifications and/or changes in conditions.
2. In the event this agreement is referred or placed into the hands of attorneys by the CITY for review and/or enforcement of any portion or if suit is instituted with respect to this agreement, then in either event the DEVELOPER and additional Owner shall pay reasonable attorney's fees as may be incurred by the CITY or ordered by the court, court costs and all other expenses in connection therewith as may be incurred by the CITY.

- e. Other Costs - Such fees and additional charges as required by governmental agencies charges in lieu of assessments, general facility charges, publication costs, notification costs, and other such additional costs and charges as incurred by the CITY in connection with the execution of this DEVELOPER Extension Agreement or as are established by ordinance and/or resolution of the CITY.

#### IV. Extension Fees

a. Review Engineering Services.

A deposit for engineering review services shall be \$50.00 per lot. This shall be paid prior to submitting construction plans for review by the CITY. The DEVELOPER will be responsible for any additional costs connected with review of corrected plans and specifications that are resubmitted.

b. Construction Engineering Services.

The fee for construction engineering services shall be on an actual time and expense basis. A deposit shall be made in the amount of \$1.20 per lineal foot of water main, plus \$1.20 of lineal foot of sewer main, plus \$1.20 per lineal foot of storm drain. The total of these costs shall be deposited with the CITY prior to construction approval. The minimum deposit shall be \$1,800.00 if the total length of utilities is less than 1,500 lineal feet.

c. Legal Services.

The deposit for legal services shall be 15 cents per lineal foot of water main, plus 15 cents per lineal foot of sewer main, plus 15 cents per lineal foot of storm drain with a minimum deposit of \$225.00 if the collective extension is less than 1,500 lineal feet. The fees charged for legal services shall be on an actual time and expense basis.

d. Additional Services.

Additional services shall be provided on an actual time and expense basis. DEVELOPERS shall pay final charges and fees prior to acceptance of the improvements by the CITY.

e. Other Costs.

Fees and charges for all other costs described in Section IIIe shall be based on actual invoice amounts or in such amount as established by CITY resolution and/or ordinance for each such fee and/or charge.

V. Calculation of Deposits

Review Engineering:

Number of Lots \_\_\_\_\_ x \$50 = \$\_\_\_\_\_

Deposit shall be made prior to submitting design plans for review.

Construction Engineering and Legal Services:

Total length of Utilities (excluding sidewalks) from  
Section III \_\_\_\_\_ x \$1.35 = \$\_\_\_\_\_

Deposit shall not be less than \$2,525.00 for a subdivision, and \$500.00 for a short subdivision.

Deposit shall be made prior to construction.

VI. Latecomers Agreements

If DEVELOPER desires to enter into a Latecomers Agreement providing for reimbursement and/or contribution from property owners that benefit from the extension of certain utilities, said agreement shall be made a part of this document herein and shall be attached. All Latecomers Agreements are subject to the sole approval of the CITY.

VII. Evidence of Insurance

The DEVELOPER shall provide to the CITY written evidence of insurance covering public liability and property damage to third parties in which the CITY and it's Engineer shall be named as an insured.

VIII. Cash Deposit

DEVELOPER agrees to have any contractor installing an extension in accordance with this application and agreement provide for the CITY a cash deposit of \$1,000.00 prior to beginning construction of said extension, and no construction shall be commenced until said cash deposit is furnished. This cash deposit shall be conditioned upon the contractor's strict compliance with the CITY's conditions and standards contained herein and shall insure the CITY against any damage to the existing system as a result of the contractor's failure to comply. Deposit shall not apply to Subcontractors.

The cash deposit will be refunded to the contractor upon satisfactory completion of the extension and connection of the extension to the existing system. In the event of the contractor's failure to comply, the CITY may exercise the right to irrevocably forfeit the total amount of the cash deposit as liquidated damages.

IX. Easements

Any required easements shall be obtained by the DEVELOPER at his sole cost and expense, and shall name the CITY as grantee, and a true and fully executed copy of such easement in a form acceptable to the CITY shall be delivered to the CITY prior to the time DEVELOPER commences construction hereunder. Upon completion of construction and prior to acceptance of said extension by CITY in accordance with the provisions hereof, the original easement shall be delivered to the CITY. The DEVELOPER shall provide all necessary easements at his sole cost regardless of changes in the Contract Plans, together with good and sufficient evidence of title and, if required, a title insurance policy in sum not less than \$1,000 per 500 feet of easement, establishing clear title to the easement in the CITY.

X. Permits

All the necessary permits from any governmental agency shall be obtained by the DEVELOPER directly or, only if required, CITY will obtain the same, but at DEVELOPER's expense; and CITY shall be provided with a copy of all such permits before construction commences.

XI. Contractors, Subcontractors, Laborers, and Materialmen

The CITY has a substantial interest in determining that the extension is to be constructed and connected to the existing system of the CITY in a good workmanlike manner and, therefore, the DEVELOPER and/or additional owners agree to submit the names of all contractors, subcontractors, materialmen, and suppliers, or in the event that the owner or additional owners are contractors, then a statement that said DEVELOPER or additional owner will perform said improvement, and the CITY reserves the right to approve or disapprove of the same, which approval the CITY will not unreasonably withhold; however, in determining whether said DEVELOPER, additional owner, contractor, subcontractor, materialmen, or laborer is or is not satisfactory, the CITY can take into consideration said parties' financial ability, prior work performed by said party for or on behalf of the CITY, and the recommendation of the CITY Engineer. Said names shall be submitted prior to any construction being performed with respect to said real property described in this agreement and, if said party is not acceptable to the CITY, the CITY will so notify the DEVELOPER within 15 days after notification is given to the CITY of the name of said party, whereupon the DEVELOPER and/or additional owner shall re-submit alternates and said alternates shall likewise be subject to the same approval, upon the same criteria as the original party submitted, and notification will be given by the CITY within the same period of time specified.

XII. Performance Bond

DEVELOPER shall furnish to CITY a performance bond between DEVELOPER and the CITY upon the form approved by CITY and in an amount equal to 125% of the Engineer's estimated cost of the project, or actual cost, if known, whichever is less, prior to the staking of the extension for construction.

The performance bond shall assure and guarantee the payment of all persons furnishing labor and materials and completion of the improvements including payment of all fees required herein in accordance with the terms hereof, and shall hold the CITY harmless from any claims thereof, whether any such claim would arrive under the public works lien statutes or the mechanic lien statutes of the State of Washington, and compliance with the formal requirements of either or both of said statutes shall not be a condition of recovery upon said bond.

### XIII. Grading of Roads

DEVELOPER shall grade all roads to the design subgrade elevation prior to the start of construction and shall advise the CITY in writing of any changes which may be contemplated during construction. If the DEVELOPER changes the subgrade elevation of the road after completion of the extension or any part thereof, the DEVELOPER shall be responsible for all costs incurred to raise or lower the pipelines or other improvements as required as a result of said change in subgrade elevation. This obligation shall remain in full force until CITY releases the bond in connection with the DEVELOPER's obligation to the CITY for construction of the roads and streets.

### XIV. Connection to the CITY's Utility System

Not less than 48 hours prior to the time that said extension is partially or fully completed and connection to the CITY's system is desired, written application for permission to make the actual connection to the CITY's system at a specified time shall be made by DEVELOPER or his contractor. All connections to the existing system and all testings of the new line shall require authorization of the CITY and its Engineer and shall be conducted in the presence of the CITY's Engineer and/or his authorized representatives. For pressurized pipelines the CITY reserves the right to require that connections be made by live tap where disruption of service would, in the opinion of the CITY, be detrimental.

### XV. Condition Precedent

Compliance with the terms and conditions of the DEVELOPER Extension Agreement and all applicable resolutions of the CITY shall be a condition precedent to the CITY's obligation to accept a Bill of Sale and a condition precedent to the CITY's agreement to maintain and operate the improvements and to provide service to the real property that is the subject matter of this agreement, and particularly, without limiting the generality of the aforesaid, the CITY shall be under no obligation to allow connections to the utility system of any portion of the real property described in this application if there are any fees or costs due and owing to the CITY arising from this agreement and resolutions of the CITY or from regulations, resolutions, or ordinances of any other governmental agency.

The CITY shall not be obligated to provide utility service to the property herein described if construction by third parties of facilities to be deeded to the CITY has not been completed and title accepted by the CITY if said third party facilities are necessary to provide utility service to the real property to be served.

## XVI. Acceptance for Use and Operation

At such times as the extension is partially completed or it is not ready for acceptance of title by CITY by reason of other incomplete plat improvements, and one or more residences therein are in need of utility service and the CITY is satisfied that the extension will be completed, the CITY may, but is not required to, accept the system in a platted subdivision for use and operation only and authorize temporary utility service to the designated residences. In order to insure that the DEVELOPER will complete the system in the entire subdivision or specific phase thereof for which this application is filed, the CITY reserves the right to designate the number of residences or other structures which can be connected to the system for temporary service upon acceptance of a partially completed system for use and operation by the CITY and also reserves the right to refuse to connect all residences or other structures to the utility system as installed until the CITY can be assured that the system will be completed in accordance with this application.

Acceptance for use and operation shall be subject to satisfactory completion of the following:

- a. Passing tests on all required parts in the system; and
- b. Acceptance by the appropriate agencies of the State of Washington Department of Health; Department of Ecology; Department of Labor and Industries; or any other governmental agency having jurisdiction.
- c. Inspection and approval by CITY Engineer of the system for use and operation in accordance with the plans and specifications.

After satisfactory completion of the test and inspection provided for in Section IIIb and acceptance of the utilities for use and operation only, the CITY may connect such extensions to the utility system and furnish temporary service to such residences as it may designate, which residences shall be subject to the charges and subject to all resolutions, rules, regulations, and policies of the CITY.

The charges for the use and operation inspection shall be paid for under fees outlined in Section IV of this Agreement, and shall be based on the actual time and expense incurred by CITY or their authorized representative and paid for as "additional inspection." Any subsequent re-inspection of the deficient work which may have prevented final inspection of the improvements shall also be based on actual time and expense incurred.

## XVII. Final Acceptance

The CITY agrees to accept title to the utility and street systems at such time as all work has been completed, and any damage, which may have been caused thereby, has been repaired, and the CITY's Engineer has made final inspection and given approval of the system as having been completed in accordance with the plans and specifications. DEVELOPER shall execute and deliver to the CITY a Bill of Sale in the form approved or furnished by the CITY containing a two-year warranty. Upon acceptance of title by the CITY, said extension shall be subject to the control, use and operation of the CITY and all regulations applicable to service and charges therefore as established by the CITY from time to time.



Such acceptance by CITY shall not relieve the DEVELOPER of the obligations to correct defects in labor and/or materials as heretofore provided and/or the obligation set forth in applicable paragraphs hereof nor for liability to third parties arising from the DEVELOPER's completed system. After acceptance of the extension by CITY and the transferring of title to such extension as set forth above, the DEVELOPER shall furnish a Maintenance Bond which shall continue in force from the date of acceptance and transfer of title by CITY in lieu of the Performance Bond required herein. The bond shall be in a form acceptable to CITY and shall require the DEVELOPER and/or bonding company to correct defects in labor and material which arise in said system for a period of two (2) years from the date of acceptance and transfer of title. The maintenance bond shall be in an amount equal to fifteen percent (15%) of cost of said extension, or a minimum of Ten Thousand Dollars (\$10,000).

#### XVIII. Limitation of Period for Acceptance

The extension shall be complete and accepted within one year of date of acceptance of this application by CITY. The completion and acceptance of the extension within the one-year period shall be subject to the following provisions.

a. Failure to Commence Construction

In the event the DEVELOPER, after the receipt of approved construction plans, has not commenced construction and posted the required performance bond, and, if CITY determines, in its absolute discretion, that it is necessary that the DEVELOPER extension be completed in order that the CITY can provide utility service to other property and completion of the extension is necessary to provide utility service to other property, then in such event, the CITY may give the DEVELOPER or additional owners notice that construction of the system improvements must be commenced within sixty (60) calendar days of the notice by the CITY to said DEVELOPER and/or additional owners, provided that plans have been prepared by the CITY and submitted to said DEVELOPER and/or additional owners and, if construction is not commenced within the time specified, then the CITY may, at its discretion, determine that this Agreement is terminated and the CITY shall retain all payments made by the DEVELOPER to the CITY and the CITY shall be free to proceed with construction of the improvements in the manner and method provided by law. If delay in plans is occasioned by failure of the DEVELOPER to provide necessary data to the CITY Engineer for a period of thirty (30) days after notice, then this Agreement likewise can be terminated and the CITY may proceed with construction of the improvements in the manner and methods provided by law.

b. Failure to Complete Construction

If the extension is not completed and accepted within one year from the date below, then the DEVELOPER's rights under this agreement shall cease and no additional utility services (if any utility services have been connected to the extension under the provisions of acceptance for temporary use and operation) shall be connected to such extension unless and until DEVELOPER shall make a new Application and the DEVELOPER shall pay the additional administrative, legal, engineering, and inspection costs involved, all as determined by the CITY.

In the event no new application or renewal of the existing application is made, the CITY may proceed to require completion of construction under the provisions of the DEVELOPER's Performance Bond, if determined in the sole discretion of the CITY to be necessary for CITY purposes.

XIX. Warranty of Authority

The undersigned DEVELOPER and additional owners warrant that they constitute the owners of all of the real property that is the subject matter of this Agreement and upon the request of the CITY agree to provide title insurance or preliminary title report, at the CITY's option and at the DEVELOPER's sole cost and expense, establishing to the satisfaction of the CITY that the parties executing this application constitute the owners of all the real property described and have the authority to execute this Agreement with respect to said real property.

DATED at \_\_\_\_\_, Washington, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_

DEVELOPER's ADDRESS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Additional Owners

Upon compliance with the terms and conditions of the application and Contract Documents furnished by the CITY to the above-named DEVELOPER, the City of Orting will accept said extension and furnish utility service thereto.

CITY OF ORTING  
Pierce County, Washington

By \_\_\_\_\_  
Mayor