



Small Town. Real Life.

City of Duvall
Public Works Department
P.O. Box 1300
Duvall WA, 98019

Utility Development Extension Agreement

Project Name:

Project Number:

Start Date:

Fee Menu - Non-Refundable Deposit

To avoid unnecessary charges, request assistance from a Public Works Department representative to determine which utilities require this Developer Extension Agreement.

Administrative Fee \$500

Utilities for Subdivision **\$ 5000**

Storm Drainage **\$ 1800**

*Not applicable if project is outside City limits; **or**, work is minor enough to be covered under a Storm Drainage Connection permit, as determined by the Public Works Department.*

Sanitary Sewer **\$ 1350**

*Not applicable if project is outside City limits; **or**, work is minor enough to be covered under a Side Sewer permit, as determined by the Public Works Department.*

Water **\$ 1350**

*Not applicable if project is outside Duvall's water service area; **or**, work is minor enough to be covered by a City water service application, as determined by the Public Works Department.*

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I. INTRODUCTION

The Utility Developer Extension (UDEA) Agreement is intended to cover the Public Works Development Design Standards (PWDDS) requirements for Water, Sanitary Sewer and Storm Drainage utility extensions (PWDDS 1-1.17 and 1-1.18). Design review and inspection is performed under this agreement and is similar to a permit process. The process can be broken down into the following parts:

Part A. Submittal

Use Submittal Requirements checklist to ensure the submittal is complete. Incomplete submittals will not be processed. To facilitate review and approval, use the PWDDS to guide your design and plan format.

Part B. Design Review

This includes review of the proposed utility plans, engineering only, including revisions cycles. Number of revision cycles varies between projects. An average project typically has three revision cycles. Conceptual review occurs under previous permit/approval applications, such as Preliminary Plat or Design Review, submitted to Community Development. The review and approval timeline from UDEA application to construction approval varies greatly depending upon the type of project the application is associated with. If a project is part of a short or long plat or is standalone the timeline can be drastically different. A standalone application can take about three (3) months whereas a long plat can take six to twelve (6-12) months and is reviewed in conjunction with the overall engineering plans. Typically, this timeline is dependent in staff workload and is subject to change. These statistics include the Developers time to respond to requests for revisions, documents and fees.

Part C. Preconstruction

Review is complete or nearly complete. Developer will be prompted by letter to submit items required before a preconstruction meeting can be scheduled with a utility inspector. Public Works approval for release of the Clear & Grade permit occurs at the end of this process.

Part D. Construction

All required bonds are in-place. Approval to begin work is given by the Public Works Department following the preconstruction conference and Construction Drawing approval.

Part E. Pre-Acceptance

The project is complete in the field, and all applicable improvements have been inspected by Public Works. All outstanding fees, easements, bills of sale, etc. must be submitted prior to acceptance. For subdivisions, the process is referred to as Final Plat. Water meter and side sewer permit applications may not be submitted until acceptance. For commercial and multi-family projects, meters remain locked until acceptance. Irrigation meters may be set and activated with successful backflow device test.

Part F. Acceptance and Warranty

The acceptance date (or Final Plat approval) is the beginning of the two-year warranty period unless a Performance Bond is in place or as otherwise directed. Any deficiencies found during the bond inspection must be repaired by the Developer before bonds are released.

II. UTILITY DEVELOPER EXTENSION AGREEMENT CHECKLIST

This section identifies required items as well as the Public Works process for administration of this Agreement. Some items may not apply to every project and some items might be added based on the project.

Part A.	Submittal	
Item #	Description of Item	Date
A1	Submittal Requirements for Utilities Developer Extension Agreement.	
A2	Submittal is complete; Official Start Date: _____	
A3	Application Expiration Date: _____	
A4	Department of Health Construction Completion Report Form for Distribution Main Projects (DOH Form 331-121)	
A5	Department of Health Construction Completion Report Form for Distribution Main Projects (DOH Form 331-146)	
A6	Department of Health Construction Completion Report Form for Distribution Main Projects (DOH Form 331-147)	
A7	Application extension of 180 days, if applicable. Fees Paid. New Expiration Date: _____	

Part B.	Design Review	
Item #	Description of Item	Date
B1	Preliminary design routed for review.	
B2	Design Review Committee review meeting.	
B3	Record all revision cycles (typically three cycles).	
B4	Final plan routed to Development Review Committee, for final check.	

Part C.	Preconstruction Requirements	
Item #	Description of Item	Date
C1	Approved Construction Drawing mylar submitted for signature. <ul style="list-style-type: none"> Paper copies provided to City inspector (minimum 1-11"x17" and 2-24"x36"). One approved paper copy to site (must remain on-site during construction activities). 	
C2	Electronic AutoCAD compatible disk or thumb drive received.	
C3	Required Federal, State, County, and other regulatory approvals received (i.e. HPA, WSDOT, DOE, etc.), and maintained on-site as required.	
C4	Approval/verification of contractor by the Building Department (proof of WA State Contractors license and Duvall B&O license required).	
C5	Construction surety device received (Bond, Assignment of Savings, Irrevocable Letter of Credit, or Security Agreement, etc.).	
C6	Original Certificate of Developer's Insurance received.	
C7	Easements: off-site and on-site received (on-site easements may be delayed until project completion but are required prior to acceptance).	
C8	Right-of-Way permit # _____ approved by Public Works (if project includes utility installations in existing public rights-of-way).	

Part C.	Preconstruction Requirements	
Item #	Description of Item	Date
C9	Clear & Grade permit # _____ approved by Public Works	
C10	Minimum inspection fees paid (or monthly developer billing invoices from the Finance Department).	
C11	Connection charges paid as applicable.	
C12	Latecomer Agreement requested by developer, if applicable. Benefitted properties are identified and preliminary notification sent.	
C13	Construction Drawing approval issued. Expiration Date: _____	
C14	Construction Drawing approval extended up to one year, if applicable. Fee paid. New Expiration Date: _____	
C15	Schedule inspection with Public Works for acceptance upon completion/installation of infrastructure.	
C16	Material cut sheets submitted for review and approval for sewer, water, and storm drain systems.	

Part D.	Construction	
Item #	Description of Item	Date
D1	Preconstruction Conference for construction activities; notice to proceed with construction.	
D2	Survey and material cut sheets submitted for review and approval for sewer, water, and storm drain systems.	
D3	Schedule inspection for acceptance of system improvements.	

Part E.	Pre-acceptance	
Item #	Description of Item	Date
E1	Memo of Completion, or corrective actions required, received from Inspection.	
E2	Check with the Finance Department for outstanding invoices.	
E3	Bill of Sale received (may be delayed until project completion but are required prior to acceptance).	
E4	Easements routed for City signatures, as required.	
E5	Easements submitted for recording at King County (by Developer or applicant).	
E6	As-built records submitted for review and approval.	
E7	Itemized costs for Latecomer Agreement, if applicable, and mailing list for notification to benefitted properties, submitted by developer. Latecomer completed and signed by developer.	
E8	All outstanding fees paid.	
E9	Certificate of Construction Costs received (for finalizing impact fee credits and Latecomer Agreements).	
E10	Bills of Sale received.	
E11	Bonds received (may be submitted following acceptance if construction bond amounts exceed maintenance bond amounts and remain in effect until maintenance bonds are received).	
E12	Letter of completeness mailed to Developer.	

Part F.	Acceptance & Warranty	
Item #	Description of Item	Date
F1	Copies of Memo of Completion, Meter/DCVA forms, and Certification of Construction Cost sent to Business Admin section.	
F2	Latecomer routed for City signatures, notification letters sent to benefitted property owners, then sent to King County for recording.	
F3	Bond reduction inspections, as required.	

III. DEVELOPER INFORMATION

Name of Project: _____

Site Address: _____

King County Tax Assessors number(s): _____

Property Owner Name(s): _____

Applicant (Developer): _____

Contact Person: _____

Email address: _____

Address: _____

Phone: () _____ - _____ FAX: () _____ - _____

Engineer: _____

Contact Person: _____

Email address: _____

Address: _____

Phone: () _____ - _____ FAX: () _____ - _____

Contractor: _____

Contact Person: _____

Email address: _____

Address: _____

Phone: () _____ - _____ FAX: () _____ - _____

Party to be billed, if different from Developer: _____

Address: _____

Phone: () _____ - _____ FAX: () _____ - _____

Anticipated construction start date: _____

IV. THE UTILITY DEVELOPER EXTENSION AGREEMENT

This Agreement dated this ___ day of _____, 20___, is between the City of Duvall, a municipal corporation of the State of Washington, hereinafter referred to as the City, and _____ hereinafter referred to as the Developer. Whereas, the Developer has made application to the City for permission to construct Water, Sanitary Sewer and/or Storm Drainage 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, Public Works Development Design Standards, Duvall Municipal 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 following 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:

“Agreement”: This Utility Developer Extension Agreement between the City and the Developer.

“City”: The City of Duvall, Washington, or the area within the City limits.

“Public Works”: The Public Works Department as defined in the City Code and authorized to administer and enforce this Agreement.

“Utilities System(s)”: The entire system within the City service areas, described as follows:

- i. For sewer, this includes City limits, and Urban Growth Areas.
- ii. For storm drainage, this includes both public and private facilities, naturally existing and artificial, for the drainage, conveyance, runoff control and water quality treatment of storm and surface waters, within City limits.
- iii. For water, this includes City limits, retail water service area, and future water service area as outlined in the 2012 Comprehensive Water System Plan.

“Plans and Specifications”: The official 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.

“Or Equal”: Any article, material, method or work which, in the opinion of the Utility, 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.

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

“Public Works Development Design Standards”: The technical standards which include the minimum requirements for the design and construction of water, sewer, storm and roadway improvements within the City’s service area.

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 Public Works 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:

[INSERT LEGAL DESCRIPTION]

5. *Description of Utility Extensions.*

The proposed utility extensions will consist of all required storm drainage improvements; water main and appurtenances; sewer main and appurtenances required for the proposal, which fall under the City's jurisdiction. The utility extensions shall be installed in accordance with this Agreement and the plans and specifications approved by the City, 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 City, as indicated below:

A. Design Review Services

- i. Consultation with the Developer regarding the requirements of the City for construction of the utility extensions.
- ii. Administration of this Agreement by the City.
- iii. Assistance with preliminary layout of the proposed utility extensions, as needed.
- iv. Review and approval of plans, specifications, and necessary documents.
- v. Consultation with other Departments or Agencies regarding plans and specifications, as necessary.
- vi. Submittal of plans and specifications to other Departments or Agencies for required approvals, as necessary.
- vii. 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.
- viii. The Design Engineer shall be responsible for the design of all onsite drainage facilities and ensure they are designed in compliance with engineering standards and meet or exceed the intent of the drainage code. The City's review for drainage facilities will be for basic functionality and compliance with standards for flow control and water quality, as well as conducting a structural review.

The non-refundable deposit for Design Review, 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 all outstanding Design Review fees prior to the City accepting the utility extensions.

B. Construction Inspection Services

- i. Preconstruction Conference.
- ii. Daily inspection of the construction in progress, as needed to ensure that construction of all utility extensions is in accordance with this Agreement, the Plans and Specifications, PWDDS and any other City requirements.
- iii. Water: Inspection of required pressure tests, any retesting which may be necessary, and required sampling of the completed extension after flushing.
- iv. Labor charges for water main shut-downs will be billed to the Developer.

- v. Sewer: Inspection of required pressure tests, after flushing, and any retesting of sewer system improvement which may be necessary and approval of the sewer videotaping schedule, supervision of videotaping and revisions/approval of the completed tape and log sheets.
- vi. Final inspection of the completed extension and preparation of the inspection report, which shall set forth any deficiencies that may exist.
- vii. Reinspection of any deficient work.
- viii. Any and all additional reinspection's required.

Construction Inspection Services shall be charged to the project at the current hourly rate, as established by the City. The Developer agrees to pay all 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 Checklist" in Section A of the Introduction for submittal requirements. Incomplete submittals will not be processed.

8. Errors, Omissions and Discrepancies

Errors and Omissions are the sole responsibility of the Owner (Applicant or Developer), Architect, Engineer, and/or Contractor, who shall be jointly and severally liable therefor. 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 Public Works 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 Public Works 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. Questions regarding insurance requirements can be discussed with the City's Public Works Director, (425) 788-3434.

A. Minimum Insurance

- i. Commercial General Liability coverage with limits not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate.
- i. Stop Gap/Employers Liability coverage with limits not less than \$1,000,000 per accident/disease.
- ii. Business Automobile Liability coverage with limits not less than \$1,000,000 per accident for any auto.
- iii. Worker's Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.
- iv. Consultant's Errors & Omissions or Professional Liability with limits not less than \$1,000,000 per claim and as an annual aggregate, for all professional activities performed under this agreement.

B. Self-Insured Retention

Self-insured retention must be declared to and approved by the City.

C. Other Provisions

- i. Include the City, it's officials, employees and volunteers as additional insureds
- ii. Provide that such insurance shall be primary as respects and insurance or self-insurance maintained by the City.
- iii. Each insurance policy shall provide that coverage shall not be cancelled except after thirty (30) days

written notice has been given to the City.

D. Acceptability of Insurers

Insurance shall be placed with insurers with a rating acceptable to the City.

E. Verification of Coverage

The Developer shall furnish the City with certificated of insurance required by this clause. The certificates are to be received 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.

F. Subcontractors

The Developer shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor, as approved by the City in special circumstances. All coverage for subcontractors shall be subject to all of the requirements stated herein.

G. Asbestos or Hazardous Materials Abatement Work

If Asbestos abatement or hazardous materials work is performed, the Developer shall review coverage with the City 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 City.

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, including attorney costs and fees, arising out of or in any way resulting from the negligent acts or omissions of the 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 Revised Code of Washington (RCW) Title 51. In the event the City incurs any judgement, award, and/or cost arising therefrom 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 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 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, signature authority and legal descriptions are verified. All easements shall conform to PWDDS and King County'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 City is required by the agency to obtain the permit. Permits must be obtained prior to commencing with construction. Prior to any street opening, clear and grade, or other work requiring a regulatory permit, the Developer or Developer's contractor shall obtain approval of the appropriate permit from the 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 City in writing and any necessary changes shall be made by the Developer and submitted for review and approval.

15. Surety Instrument

Prior to construction, the Developer shall furnish to Public Works a Surety Instrument (Construction/Restoration 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 approved Bond Quantity Worksheet 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.

Upon acceptance of the extension by Public Works, the Developer shall furnish a Maintenance Surety Instrument (Maintenance Bond, Security Agreement, or Assignment of Savings) in an amount equal to the approved Bond Quantity Worksheet for the portion of the water, sanitary sewer and/or storm drainage extensions accepted and owned by Public Works. Said Maintenance Surety Instrument shall guarantee correction of defects in the extension for a minimum period of two (2) years following acceptance of the utility extensions by Public Works and may be released only upon written notification by the 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 the approved Bond Quantity Worksheet to complete the entire utility extensions, both on-site, and in public right-of-way.

16. Procedure for Acceptance

Compliance with and completion of all the terms and conditions of this Agreement, the Plans and Specifications prepared hereunder, other City requirements, and payment of any additional fees for Design Review and Construction Inspection Services shall be conditions precedent to Public Works obligation to accept the utility extensions and to Public Works 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.

Public Works 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 City under this Agreement, or if there are fees arising under other City requirements which are unpaid. The 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 Public Works has not been completed and accepted by Public Works, if such third-party facilities are necessary to provide utility service to the property described in this Agreement.

Public Works 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 Public Works 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 Public Works 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 to said utility extensions as set forth herein the Developer shall furnish a maintenance bond which shall remain in full force for a minimum period of two (2) years. 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 minimum period of two (2) years from the date of acceptance or release of a Performance Bond by Public Works.

Acceptance of the utility extensions shall be made in writing by Public Works. Prior to such acceptance, executed Bill of Sale documents, in a form complying with PWDDS and the warranties required by this Agreement, shall be executed by the Developer and any additional owners and delivered to Public Works for the publicly owned portion of the utility extensions. Acceptance by Public Works shall cause the public portion of the utility extensions to be subject to the control, use, and operation of Public Works and all regulations and conditions of service and service charges as Public

Works 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. Time Limitation of Application

Applications for which no approval is issued within one year following the date of application shall expire by limitation. Plans and other data submitted for review may thereafter be returned to the applicant or destroyed. The Public Works Director may, prior to expiration, extend the time for action by the applicant for a period not exceeding 180 days. An Administrative fee may apply.

Applications may be cancelled for inactivity if the applicant fails to respond to Public Works' written request for revision, actions or additional information within 90 days or the date of request. The Public Works Director may extend the response period beyond 90 days if, within the original 90-day timeframe, the applicant provides and subsequently adheres to an approved written schedule with specific target dates for submitting the full revision, actions or other information needed by Public Works.

19. Time Limitation of Issued Approval

The Developer shall work diligently to complete all construction within two years of the date of Issuance of Approval of this agreement or one year of the date of approval of Construction Drawing Approval, whichever occurs first. The Public Works Director, at their sole discretion, may issue one extension, up to one-year in duration, to this Agreement, upon receipt of notice to the Public Works Department, prior to the expiration of original period. Failure of the Developer to work diligently to complete the utility extensions shall be grounds to deny an extension. The Developer must then apply for a new extension agreement and be subject to all new codes, engineering standards and requirements. An Administrative fee may apply. It is incumbent upon the Developer to complete all the work in a timely manner.

20. Materials and Equipment

Materials and required equipment shall be new and shall be as specified in the Agreement, approved Plans and Specifications, PWDDS, or if not specified, of a quality approved by Public Works. All materials and equipment furnished are warranted by the Developer as new and in accordance with the Agreement and the approved Plans and Specifications, and suitable for the intended purpose. In addition, the Developer shall furnish Public Works 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 City.

21. Warranties of the Developer

The Bill of Sale to be provided by the Developer to the 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 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
 - i. 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.
 - ii. 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.
 - iii. 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.
- 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 a minimum of one (1) year after the acceptance of the corrected work by the 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 Public Works 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 Public Works 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 City, at its option, and the cost thereof shall be borne by the Developer, by direct billing or attachment of the Maintenance bond.

The 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, supervision by the City, and all overhead.

23. Traffic Control

The Developer shall furnish all necessary flagging, barricades, traffic signs and other devices to control traffic during construction operations. All traffic signs barricades, and devices shall conform to Standard Specifications and the State of Washington "Manual on Uniform Traffic Control for Streets and Highways." The Developer shall be responsible for directing and controlling traffic including all approved temporary re-routing at all times during construction activity. The Developer shall prepare a signing plan showing the necessary construction signing, barricades and detours required for the project and submit it to Public Works for review and approval at least two weeks in advance of commencement of work.

While work is in progress, posting of warning signs shall be provided as required for re-routing and regulating traffic. The Developer, at their expense, shall be required to maintain sufficient warning signs and adequate barricades at all open excavation to protect moving vehicles and pedestrians. This shall include not only open excavation, but also recently filled and/or paved areas which have not yet been fully compacted and rolled to return the surface to a state required to withstand normal use.

All necessary flaggers, barricades, and detour signs must be furnished by the Developer both during working hours and also when the work is suspended during the construction period. The Developer shall provide such additional barricades and protective devices as will be required to reasonably protect workmen and others, as well as animals, from injury resulting from excavation and other site work during the construction period.

No road detours shall be made by the Developer without specific permission of the City as to the location, date and the duration of the detours.

All requests for detours must be made in writing at least 24 hours in advance of the proposed date of detour and shall be accompanied by an approved detour plan.

Access shall be provided to crossroads and driveways on the same calendar day as excavation was started. All work shall be carried on with due regard for the safety and convenience of the public.

24. Street Cleaning, Dust, Mud, Erosion and Siltation Control

The Developer shall be responsible for controlling dust and mud within the project limits, and all streets used by the Developer during the execution of this contract shall be maintained in a clean condition. The Developer shall be prepared to use watering trucks equipped with high-velocity water jets and low-head sprinkling devices, power sweepers, and any other pieces of equipment necessary to render the streets free of all mud, debris, and foreign materials. Any damage

caused by dust and/or mud accumulation on the streets or in the storm system shall be the sole responsibility of the Developer.

Cut slopes or embankment areas shall be restored per the approved plans and specifications shown thereon.

The Developer shall provide adequate best management practices (BMPs) as required to control erosion and siltation.

Watering trucks may be used on paved streets with an adequate storm drainage system. Watering trucks shall not be used on streets where, in the opinion of the Engineer, mud is created, causing a nuisance. Where water flushing is not allowed, street sweepers (not power brooms) shall be used.

The Developer shall provide for sweeping or flushing all surfaced roadways upon completion of each day's activities. Equipment required for this operation shall be on the job site or available at all times. Failure to have this equipment on the job site or available will necessitate a Stop Work Order for the project.

25. Rates and Charges

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

26. 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 judgement is rendered or settlement made requiring payment of damages by the City, its officials, employees, or volunteers, the Developer shall pay the same.

27. 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.

28. 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). A latecomer agreement must be approved by the Council and shall be approved and executed before acceptance of the utility extensions.

Properties benefitting 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 City, who will then forward the latecomer reimbursement to the Developer. The Latecomer's Agreement shall remain in full effect for a period of twenty (20) years.

29. 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.

30. Public Works Development Design Standards

The City of Duvall, Public Works Development Design Standards (latest edition) by this reference is hereby incorporated and made a part herein.

31. Notice of Completeness

Your application is considered complete, per RCW 36.70.B.070, 29 days after submittal, unless otherwise notified.

V. GENERAL CONDITIONS FOR CONSTRUCTION

1. Authority of the Public Works Department

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

Public Works shall decide all questions pertaining to the interpretation of the Agreement and approve 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 Public Works on such matters shall be final.

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

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

Public Works 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, so that conflict may be avoided and the work under this Agreement may be harmonized with such other work.

2. Determination of "OR Equal"

Public Works 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 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; or, 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 City observed 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 staking notes shall be supplied to the City before construction of the improvements begins.

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 5.
- 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 Public Works is required for various aspects of the utility system. Such aspects include but are not limited to:

- All 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 water, wastewater and surface water facilities or other utilities
- Pavement, curb, gutter and sidewalk installation and restoration
- All surface components (valve box, frame and grate, ring and cover, etc.) after final paving
- Easement and/or right of way restoration

Water Systems:

- All water main fittings with thrust blocking
- Pressure testing main lines
- Main purity samples after flushing
- Main wet or “hot” taps
- Any cut-in’s on existing water mains
- Hydrant installations
- Vault installations and appurtenances (DCVAs, PRVs, meters, etc.)

Wastewater Systems

- Hole cuts into sanitary sewer
- Manhole installations and pipe connections
- 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 slopes
 - Fittings and clean-outs

Storm and Surface Water Systems:

- Hole cuts on storm drain
- Catch basin installations and pipe connections
- Catch basin coring/drilling
- Detention/Retention facilities (vaults, ponds, pipes, etc.)
- Water Quality facilities (vegetated swales, bioretention, storm filters, etc.)
- Lot drain “tee” connections
- Lot drain stub depth

Inspection of the work by Public Works shall be strictly for the benefit of the City and no other person.

Public Works 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 City it shall be uncovered for inspection at the Developer's expense, if required by the City.

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

Before a performance test is to be observed by the City, the Developer shall make whatever preliminary tests are necessary to assure that the material and/or equipment are in accordance with the approved 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.

Inspections required by the City shall be scheduled during City working hours. Any inspections requested and provided outside the regular eight-hour weekday, may be charged to the Developer at the overtime billing rate.

The City's approval is required to work nights. After-hours inspections may not be possible due to lack of staff availability. The Developer shall submit their proposed schedule to work outside of allowed construction hours at least five (5) days in advance (not including weekends or City observed holidays) for review. If such work is approved by the City and the Developer elects to work outside of allowed construction hours all costs of inspections may be charged to the Developer at the overtime billing rate. In addition, the Developer shall obtain all approvals necessary to work outside the hours allowed by the City's Noise Control Code.

Where the Agreement, approved 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 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 (punch list), adequately describing the same, shall be given to the Developer within 15 days of inspection. Such punch lists can be updated by the inspector for up to 30 days. The Developer shall correct such deficiencies before final inspection and acceptance is made by Public Works.

Public Works will not make the final inspection until the physical work, including final clean-up and all other work ordered by the Inspector has been completed.

Deficiencies discovered during the final inspection shall be corrected prior to acceptance and bond release, 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.

- Approved Construction plans, shop drawings and approved materials
- Construction specifications
- Developer Extension Agreement
- Public Works Development Design Standards

8. Materials and Equipment List

The Developer shall file three copies of a materials and equipment list with Public Works 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 Public Works for conformity with the Agreement and the approved plans and specifications provided and will determine the conformity of the list with reasonable promptness. The Developer shall make any required corrections and file two corrected copies with Public Works within one week after the receipt of the required corrections. Public Work'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 approved plans and specifications without written permission from Public Works.

9. Shop Drawings

The Developer shall have their Engineer check and verify all shop drawings and schedules required for the performance of the work and as requested by the City. The 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 Public Works. Neither the Engineer's approval nor the City's acceptance of the Shop Drawings shall relieve the Developer from responsibility for the deviation from this Agreement or the approved 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 Public Works. The finished work shall be in accordance with approved samples. Approval of samples by Public Works does not relieve the Developer from the obligation to perform the work in accordance with the Agreement or the approved 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, code, ordinances, regulations and other permits. The City may request that releases be obtained from adjacent properties in order to be assured that damages and/or losses have been addressed.

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 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 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 approved plans and specifications. A locating service shall be called upon to mark utilities in the field prior to construction. Call 811 or 1-800-424-5555, 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. Survey monuments, property

stakes or other survey markers shall be protected in accordance with Chapter 322-120 WAC. The Developer shall provide documentation to the City that all provisions of Chapter 322-120 WAC have been complied with.

16. Commencement of Work – Pollution Control

The Developer shall adhere to all requirements of federal, state, and local statutes and regulations dealing with pollution. In addition, the Developer shall provide and maintain, in a neat and sanitary condition, such accommodations for the use of his employees and engineers as may be necessary to comply with the requirements and regulations of the agencies or organizations having jurisdiction over sanitary and health conditions and of other bodies or offices having jurisdiction thereover. They shall permit no public nuisances.

Federal, state, and local statutes and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources that may affect or may be affected by the project are the responsibility of the Developer. These provisions are not exclusive, and the Developer must familiarize themselves with all such statutes, ordinances, and regulations that apply to this contract. If the Developer must undertake additional work due to the enactment of new or amendment of existing statutes, ordinances, rules, or regulations dealing with the prevention of environmental pollution and preservation of natural resources that may affect or may be affected by the project which enactment of amendment occurs after the submission of his bid for this contract, such additional work as must be undertaken shall not invalidate the contract and the Developer shall proceed to perform such additional work.

In addition to the foregoing requirements, the Developer shall comply with the Washington Clean Air Act, RCW Chapter 70.94 and implementing regulations. Prior to starting any work on the contract, the Developer shall be responsible to contact the Puget Sound Air Pollution Control Authority and obtain a copy of its pollution regulations.

17. Superintendents and Supervision¹

The Developer shall keep on the construction site during the progress of the work a competent superintendent and any necessary assistants. 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 approved plans and specifications, Developer Extension Agreement and Public Works Development Design Standards. The Contractor shall devote the attention required to make reasonable progress on the work within the approved timeline and shall cooperate fully with Public Works.

Competent supervisors experienced in the task being performed shall continuously oversee the contract work. At the City’s written request, the contractor shall immediately remove and replace and incompetent, careless, insubordinate or negligent employee. Noncompliance with the 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.

18. Operation of Existing Water Valves

The operation of all existing water system valves shall be done by Public Works personnel only.

19. Domestic Water Meters

It shall be the responsibility of the Developer to make application and pay necessary fees to the 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 3-inches may be purchased from a City approved supplier with City approval.

Water service applications shall not be submitted until after acceptance of the utility extensions and are to be submitted as part of the Building Permit submittal package.

¹ This section can be negotiated with the City Attorney, if necessary, at time of application.

20. Flushing of New Water Mains

The flushing of new water mains for the purpose of removing foreign materials and accumulated sterilant shall only be done in the presence of Public Works staff, or as otherwise directed by the Public Works Director.

The water supply for filling, testing and flushing of the new water mains will be available from the existing distribution system, however the Developer will be billed by the City for the water used at the current rate. The City will provide a metering device with appropriate backflow protections.

21. Video Inspection

The Developer will provide a video inspection of the sewer pipe interior for all mains 8-inches and larger. The project will not be accepted until the city has reviewed the video and any deficiencies have been repaired. The video can be email or electronically shared by appropriate means.

22. Water Meter Permits

It shall be the responsibility of the Developer to make application and pay necessary fees to the City for the issuance of Water Meter Permits.

Water Meter Permits will not be issued until after acceptance of the utility extensions and are to be submitted as part of the Building Permit submittal package.

23. Side Sewer Permits

It shall be the responsibility of the Developer to make application and pay necessary fees to the City for the issuance of Side Sewer Permits.

Side Sewer Permits will not be issued until after acceptance of the utility extensions and are to be submitted as part of the Building Permit submittal package.

24. Final Sequence for Acceptance of Commercial Projects

In order for the City to approve the project occupancy, the Developer must complete the following:

- i. Contractors completes all utility work.
- ii. Contractor makes an appointment for a Public Works inspection.
- iii. Contractor makes an appointment for a Planning Department inspection.
- iv. Contractor makes an appointment for a Building Department inspection.
- v. Developer provides stormwater facility as-builts, CAD (disk or thumb drive), GIS data, as well as certification and compliance letters.
- vi. Contractor completes “punch list” work and corrects all deficiencies.
- vii. Contractor makes an appointment for a re-inspection with appropriate departments. Departments re-inspect “punch list” and signs project off as “complete”, provided there are no deficiencies.
- viii. Public Works verifies that all applicable requirements of the Utility Developer Extension Agreement have been satisfied (pre-acceptance). Allow minimum 3 to 4 weeks to complete this process.
 - a. Operation & Maintenance Manual acceptance
 - b. Outstanding fees paid
 - c. Easements verified and recorded
 - d. Bills of Sale, for transfer of facilities to be owned by the City
 - e. Maintenance Bonds
 - f. Certification of Construction Costs
 - g. Latecomer Agreement
- ix. Building Official signs Certificate of Occupancy (C.O.) once all departments have approved final inspections and signed the project off as “complete.”
- x. The Utility Developer Extension Agreement Approval expires two years after the issuance date, unless extended as described in the agreement Section IV, item 19. After expiration, a Stop Work Order may be posted for all

utility work. A new Utility Developer Extension Agreement must be executed in order to remove the Stop Work Order. The project will be subject to all conditions of the new Agreement.

VI. SIGNATURES

I certify that I am the Owner or Owners Authorized Agent. If acting as an Authorized Agent, I further certify that I am authorizing to act as the Owner Agent regarding the property described herein for the purposes of filing applications for decisions, permits or review under applicable Duvall Municipal Code 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 Duvall will be met.

Entered into and agreed to in whole this _____ day of _____, 20_____ by;

DEVELOPER

Owner or Owner's Agent

CITY OF DUVALL

(signature)

(signature)

(printed name)

(printed name)

(title/position)

(title/position)

(date)

(date)



CONSTRUCTION COMPLETION REPORT FORM FOR DISTRIBUTION MAIN PROJECTS

In accordance with WAC 246-290-120(5), a **Construction Completion Report** is required for all construction projects. Under the submittal exception process for distribution main projects, designed by a professional engineer but not submitted to the Department of Health (DOH) for approval, the report does not need to be submitted. **However, the purveyor must keep the Construction Completion Report on file and make it available for review upon request by DOH in accordance with WAC 246-290-125 (2)(b).** Furthermore:

- (1) The report form **must** bear the seal, date and signature of a professional engineer (PE) licensed in the state of Washington; and
- (2) Per WAC 246-290-120(5)(c), the amount of change in the physical capacity of a system must be documented, if the project results in a change in physical capacity.

Name of Water System

DOH System ID No.: _____

Name of Purveyor (Owner or System Contact)

Date Water System Plan that includes

Standard Construction Specifications

Mailing Address

Date Standard Specifications
Approved by DOH: _____

City State Zip

PROJECT NAME AND DESCRIPTIVE TITLE:

(Include the name of any development project and number of services.)

Date Project or Portions Thereof Completed

Professional Engineer's Acknowledgment

The undersigned professional engineer (PE), or his/her authorized agent, has inspected the above-described project that, as to layout, size and type of pipe, valves and materials, and other designed physical facilities, has been constructed and is substantially completed in accordance with construction documents reviewed by the purveyor's engineer. In the opinion of the undersigned engineer, the installation, physical testing procedures, water quality tests, and disinfection practices were carried out in accordance with state regulations and principles of standard engineering practice.

I have reviewed the disinfection procedures, pressure test results, and results of the bacteriological test(s) for this project and certify that they comply with the requirements of the construction standards/specifications approved by DOH.



Date Signed

Name of Engineering Firm

Name of P.E. Acknowledging Construction

Mailing Address

City, State, Zip

Engineer's Signature
State/Federal Funding Type (if any) _____

Please keep a completed, signed, and stamped copy on file.

Northwest Drinking Water
Department of Health
20425 72nd Ave S, Suite 310
Kent, WA 98032-2358
Phone: (253) 395-6750
Fax: (253) 395-6760

Southwest Drinking Water
Department of Health
PO BOX 47823
Olympia, WA 98504-7823
Phone: (360) 236-3030
Fax: (360) 664-8058

Eastern Drinking Water
DEPARTMENT OF HEALTH
16201 E Indiana Ave, Suite 1500
Spokane Valley, WA 99216
Phone: (509) 329-2100
Fax: (509) 329-2104

If you need this publication in an alternate format, call (800) 525-0127. For TTY/TDD call (800) 833-6388.



Construction Completion Report Form for Submittal Exception Process

In accordance with WAC 246-290-120(5), a **Construction Completion Report Form** is required for all approved construction projects. Purveyors **must** submit a Construction Completion Report to the Department of Health (DOH) within sixty (60) days of completion and before use of any water system facility. This includes any storage tank and booster pump facilities reviewed under the submittal exception process as provided by WAC 246-290-125(3). Under the submittal exception process for other distribution-related facilities (including distribution main projects), designed by a professional engineer but not submitted to DOH for approval, the report does not need to be submitted. However, the purveyor **must** keep the Construction Completion Report on file and make it available for review upon request by DOH in accordance with WAC 246-290-125 (2)(b) and WAC 246-290-125(3)(f). Furthermore:

- (1) The report form **must** bear the seal, date and signature of a professional engineer (PE) licensed in the state of Washington;
- (2) If project construction is being completed in stages, attach a description of the portion of the project being completed as approved that is acknowledged by a PE on the date given below;
- (3) As future portions of staged construction projects are completed, each **must** be acknowledged by a PE; and
- (4) Per WAC 246-290-120(5)(c), the amount of change in the physical capacity of a system must be documented, if the project results in a change in physical capacity.

Please type or print legibly in ink:

Name of Water System

DOH System ID No.: _____

Name of Purveyor (Owner or System Contact)

Date WSP Approved by DOH _____

Mailing Address

City State Zip

Type of Project (check all that apply):

(Project must be identified in the CIP of the Water System Plan)

- Booster Pump Station(s) - If checked send form to DOH
- Reservoir and Storage Tank(s) – If checked send form to DOH
- Pressure Tank(s)
- Internal Tank Coating
- Transmission Main(s)
- Other (specify):

For project reports and construction documents that have not been reviewed by DOH, provide name of PE who completed *Engineering Design Review Report Form* (a departmental form):

Name of P.E. Shown as Review Engineer

Project Name and Descriptive Title:

Check one:

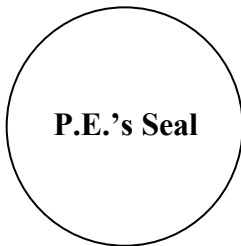
 Entire Project Completed. Description of Portions Completed.**Complete (Attach additional sheets as needed):**

Professional Engineer's Acknowledgment

The undersigned professional engineer (PE), or their authorized agent, has inspected the above-described project which, as to layout, size and type of pipe, valves and materials, reservoir and other designed physical facilities, has been constructed and is substantially completed in accordance with construction documents reviewed by the purveyor's engineer or approved by the DOH. In the opinion of the undersigned engineer, the installation, physical testing procedures, water quality tests, and disinfection practices were carried out in accordance with state regulations and principles of standard engineering practice.

I have reviewed the disinfection procedures , pressure test results , and results of the bacteriological test(s) for this project and certify that they comply with the requirements of the construction standards/specifications approved by the DOH. (Check all boxes that apply that are consistent with the nature of the project.)

This project changes the physical capacity of the system to serve consumers. The system is now able to serve equivalent residential units (ERUs.) Not applicable

_____
Name of Engineering Firm**_____
Name of PE Acknowledging Construction_____
Mailing Address**_____
City State Zip**_____
Engineer's Signature Date

**Complete if P.E. acknowledging construction completion is not employed directly by water system.

Please return completed form to DOH regional office checked below if the project is for new storage tanks or booster pump stations. For all other distribution related projects, please maintain on file.

Northwest Drinking Water
Department of Health
20425 72nd Ave S, Suite 310
Kent, WA 98032-2358
Phone: (253) 395-6750
Fax: (253) 395-6760

Southwest Drinking Water
Department of Health
PO BOX 47823
Olympia, WA 98504-7823
Phone: (360) 236-3030
Fax: (360) 664-8058

Eastern Drinking Water
DEPARTMENT OF HEALTH
16201 E Indiana Ave, Suite 1500
Spokane Valley, WA 99216
Phone: (509) 329-2100
Fax: (509) 329-2104

The purveyor must attach a completed Water Facilities Inventory (WFI) form in accordance with WAC 246-290-120(6), if applicable. Contact the regional office in your area for WFI forms or additional Construction Completion Report forms.

If you need this publication in an alternate format, call (800) 525-0127. For TTY/TDD call (800) 833-6388.



CONSTRUCTION COMPLETION REPORT FORM

In accordance with WAC 246-290-120 (5), a **Construction Completion Report** is required for all approved construction projects. Operators **must** submit a Construction Completion Report to us within sixty (60) days of completion and before use of any water system facility. This includes any source, water quality treatment, storage tanks, booster pump facilities, and distribution projects.

Please type or print legibly in ink:

Name of Water System

Name of Purveyor (Owner or System Contact)

Mailing Address

City State Zip

DOH System ID No.: _____

DOH Project No.: _____
(if applicable)

Date Construction Documents
Approved by DOH _____
(If applicable)

PROJECT NAME AND DESCRIPTIVE TITLE: _____

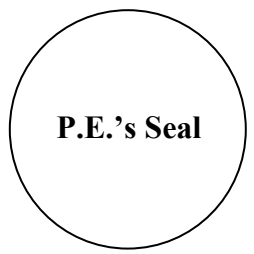
CHECK ONE: Entire Project Completed. Description of Portions Completed.

Professional Engineer's Acknowledgment (COMPLETE ITEMS BELOW-ATTACH ADDITIONAL SHEETS AS NEEDED)

The undersigned professional engineer (PE), or their authorized agent, has inspected the above-described project which, as to layout, size and type of pipe, valves and materials, reservoir and other designed physical facilities, has been constructed and is substantially completed in accordance with construction documents reviewed by the purveyor's engineer or approved by the Department of Health. In the opinion of the undersigned engineer, the installation, physical testing procedures, water quality tests, and disinfection practices were carried out in accordance with state regulations and principles of standard engineering practice.

I have reviewed the disinfection procedures , pressure test results , and results of the bacteriological test(s) for this project and certify that they comply with the requirements of the construction standards/specifications approved by the Department of Health. (Check all boxes that apply that are consistent with the nature of the project.)

This project changes the physical capacity of the system to serve consumers. The system is now able to serve _____ equivalent residential units (ERUs.) Not applicable



Date Signed

Name of Engineering Firm

Name of P.E. Acknowledging Construction

Mailing Address

City, State, Zip

Engineer's Signature
State/Federal Funding Type (if any) _____

Please return completed form to your regional office checked below.

- | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> NWRO Drinking Water
Department of Health
20425 72 nd Ave. S, Ste 310
Kent, WA 98032-2388
253-395-6750 | <input type="checkbox"/> SWRO Drinking Water
Department of Health
PO Box 47823
Olympia, WA 98504-7823
360-236-3030 | <input type="checkbox"/> ERO Drinking Water
Department of Health
16201 E. Indiana Ave, Suite 1500
Spokane Valley, WA 99216
509-329-2100 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|

For people with disabilities, this document is available on request in other formats. To submit a request, please call 1-800-525-0127 (TDD/TTY call 711).

The operator must attach a completed Water Facilities Inventory (WFI) form in accordance with WAC 246-290-120(6), if applicable. Contact your regional office for WFI forms or additional Construction Completion Report forms.