



**WATER SYSTEM
EXTENSION AGREEMENT
NO. _____**

With

**NORTH CITY WATER DISTRICT
WATER SYSTEM EXTENSION AGREEMENT
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NORTH CITY WATER DISTRICT
WATER SYSTEM EXTENSION AGREEMENT

1.0 Parties

The North City Water District, a Washington municipal corporation ("District"), and _____, ("Developer"), enter into this Water System Extension Agreement No. _____ ("Agreement") for the purpose of constructing a water system extension to the District's system. This Agreement shall be effective upon the execution of it by the District.

In consideration of the mutual promises and covenants of this Agreement, the parties agree as follows:

2.0 Nature and Location of Extension; Type of Development

2.1 Benefited Property; Location

The water main ("Extension") shall be installed in streets, approved rights-of-way, and easements at Developer's sole cost subject to partial reimbursement as provided in the Settlement Agreement between District and Developer dated _____ for the use and benefit of the property legally described as follows ("Benefited Property"). See attachment "**Legal Description of Properties**"

2.2 Type of Development

The Extension shall provide service to the following developments:

-
-

3.0 Warrant of Authority; Principal Contact

3.1 The Developer, or his designated representative, _____, and any additional owners warrant they are the owners of the Benefited Property and shall sign this Agreement or otherwise provide written acknowledgment, and agree to be bound to the terms of this Agreement. Developer shall provide a title report to the District establishing that the parties executing this Agreement comprise all of the owners of the Benefited Property.

3.2 The Developer shall serve as primary contact with the District for all purposes of this Agreement.

4.0 Description of Extension

The Extension is a water system segment which will consist of approximately _____ and appurtenances and shall be installed in accordance with this Agreement and in conformance with the Design approved by the District. This work may be referred to as the "Project" or the "Extension."

5.0 WSEA Fees and Charges

5.1 WSEA fees and charges shall be governed by the North City Water District Code. Some of the amounts listed in the schedules in Section 5.2 are estimates. All estimates will be revised to reflect actual fees and charges at the end of the project. The Developer shall be responsible for timely payment of all required fees and charges as a condition of this Agreement.

5.2 The Developer shall pay the fees and charges required under this Agreement in two installments. First, the Developer must pay the amount calculated as the "Total Due Up Front" in the schedule set forth below. This amount must be paid before District staff is authorized to seek the Board of Commissioners' approval of this Agreement. Second, the Developer must pay the amount calculated as the "Total Due When the Meter Is Set" in the schedule set forth below. This amount must be paid before District staff is authorized to set the meter(s). Portions of these amounts are non-refundable, and portions are refundable or partially refundable, all as set forth in the following two schedules:

[This space intentionally left blank.]

SCHEDULE OF FEES AND CHARGES DUE UP FRONT		
Fee or Charge	Refundable?¹	Amount
Base Charge	N	\$860
Hydraulic Modeling (Additional) ²	P	\$
District's Direct Expenses		
First 50% of the Connection Charge (50% of \$ _____)	P	\$
Plan Review (____ hours at \$76.50/hour)* ³	P	\$
Inspection (____ hours at \$76.50/hour)*	P	\$
Chemicals	P	\$
Pressure Test & Chlorination (____ hours at \$76.50/hour)*	P	\$
As-built Review (____ hours at \$76.50/hour)*	P	\$
	Subtotal	\$
District's Consultant Expenses		
Plan Review (____ hours at \$150/hour)*	P	\$
Inspection (____ hours at \$150/hour)*	P	\$
Legal (6 hours at \$275/hour)*	P	\$
	Subtotal	\$
TOTAL Due Up Front		\$

SCHEDULE OF FEES AND CHARGES DUE WHEN METER IS SET		
Fee or Charge	Refundable?⁴	Amount
Second 50% of the Connection Charge (50% of \$ _____)	N	\$
SPU Facilities Charge	N	\$
Other Permits	N	\$
2" Meter + Radio	N	\$
1" Meter + Radio	N	\$
5/8" x 3/4" Meter + Radio	N	\$
TOTAL Due When Meter Is Set		\$

Estimated GRAND TOTAL\$

1 The codes in this column indicate the following:

N = Nonrefundable.

P = Partially refundable. A refund will be issued at the completion of the project to the extent that *estimated* hours exceeded final *actual* charges. If the project is not completed, a refund will be issued if the District has not yet relied on the fee or charge.

2 The Developer should consult with the District regarding whether additional hydraulic modeling is required.

3 Each asterisk (*) in this table denotes an *estimated* fee or charge, subject to revision to reflect the *actual* fee or charge.

4 The code in this column indicates the following:

N = Nonrefundable.

5.3 The District will not execute this Agreement until the Total Due Up Front amount set forth in the Section 5.2 schedule is paid.

5.4 In the event that actual fees and charges exceed the estimates, the difference shall be paid by Developer to the District within ten (10) days of the District's invoice for the difference. Invoices will be issued at completion of the Project. As listed in the Section 5.2 tables, above, several fees and charges are partially refundable. Those fees and charges are subject to refund if the District determines after Project completion that the amount paid by the Developer exceeded the actual cost. In such case, the difference shall be refunded to Developer within thirty (30) days of the acceptance of the Extension. Administrative or other District charges shall be billed as provided by the North City Water District Code, as set forth in **Appendix 3A** of the North City Water District Code.

5.5 The Section 5.2 estimates do not include allowance for unusual and unforeseen costs incurred by the District, which may include, but are not limited to, property surveys, changes in design, project coordination, errors or omissions by the Developer, its contractor, or agents, and unusual negotiations or legal expenses. The District shall bill the Developer for such costs which shall be paid by the Developer within ten (10) days of invoice.

5.6 If, after thirty (30) days, the Developer has not paid the invoiced costs, the District may stop work on the Project and terminate this Agreement, without further notice to the Developer, except that the District shall provide the Developer with written notice that the Agreement has been terminated.

5.7 If this Agreement is extended beyond its original one-year period of validity, or is modified or amended at the Developer's request, the District may recalculate the amounts due in Section 5.2, and the Developer shall be responsible for paying any increase

6.0 Easements

6.1 The Developer shall obtain all necessary easements in the standard District Easement form (attached appendices) satisfactory to the District without cost to the District. Executed and recorded copies of off-site easements shall be delivered to the District prior to the preconstruction conference. Other easements shall be recorded and delivered to the District prior to the acceptance of the Extension. The Developer shall provide the District with supporting data to verify the location of all easements. All easements shall be a minimum of fifteen (15) feet in width. Easement documents shall be clearly written so that the easement can be readily plotted from the legal description. Developer shall provide the District, upon request and at Developer's sole cost, with satisfactory title insurance insuring without exception the District's interest in all easements conveyed to the District.

6.2 Permanent easements shall be conveyed to the District free of any permanent structures or other structures which may interfere with the District's operation, maintenance, and repair responsibilities. Developer shall covenant and agree not to construct or install such structures on or near the easement after the District has accepted the Extension.

7.0 Insurance

7.1 The Developer shall purchase from insurance companies which have an A.M. Best rating of "A VII" or better commercial general liability and automobile liability insurance providing coverage against liability to the Developer, the Developer's Engineer, and the District, its officers, officials, and employees, all of whom shall be named as additional insureds and for which the Developer shall provide to the District such endorsements in a form acceptable to the District, for injury or death to persons or damage to property resulting or arising from performance, supervision, or inspection of the Project. Proof of the existence of such insurance shall be provided to the District prior to the start of construction in a form acceptable to the District.

7.2 The minimum limits of coverage shall be as follows:

General Aggregate	\$1,000,000.00
Products – Completed Operations Aggregate	\$1,000,000.00
Personal Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Automobile Liability	\$1,000,000.00

7.3 The general aggregate provisions of the Developer's insurance policy shall be amended to show that the general aggregate limit of the policies apply separately to this Extension. The Developer's insurance policy shall not contain a deductible or self-insured retention in excess of \$10,000.00 unless approved in writing by the District. Providing coverage in the stated amounts shall not be construed to relieve the Developer from liability in excess of such limits.

7.4 Insurance required by this Agreement shall be obtained before work on the Extension commences and shall be kept in force until the Extension is accepted by the District. The District shall be given at least forty-five (45) days written notice of cancellation, non-renewal, material reduction, or modification of coverage.

7.5 The coverage provided by the Developer's insurance policies shall be primary to any insurance maintained by the District, except with respect to losses attributable to the sole negligence of the District. The parties agree that any insurance maintained by the District that might cover or pertain to this Agreement shall be excess to the Developer's insurance and shall not contribute with it.

7.6 The Developer's insurance policy shall protect each named insured in the same manner as though a separate policy had been issued to each. The inclusion of more than one named insured shall not affect the rights of any other insured with respect to any claim, suit, or judgment made or brought by or for any other insured or by or for any employee of any other insured.

8.0 Indemnity, Hold Harmless, and Release

8.1 The Developer shall indemnify, defend, and hold the District and all of its officers, officials, employees, agents, and representatives harmless from and against all liabilities, losses, claims, demands, payments, suits, actions, costs, expenses, damages, recoveries, and judgments of every nature and description brought or recovered against the District by reason of the act or omission of the Developer, its agents, employees, or subcontractors, arising from or in connection with

performance of this Agreement, and for any cost or expense incurred by the District in connection therewith, including overhead expense, legal expense, consultant expense, attorney's fees, and any other costs; and if suit in respect to the foregoing is filed, then Developer shall appear and defend the District at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages or other sums by the District, then the Developer shall pay the same.

8.2 To the same extent set forth in Paragraph 8.1 above, and without limiting the generality thereof, Developer shall indemnify, defend, and hold the District harmless from any liability or expense incurred by the District by reason of Developer's (or Developer's employees or Contractor) breach of this Agreement or Developer's breach of any covenant contained in any franchise or permit granted to the District or Developer by a Public Authority, federal, state, or city government or entity, or any public or private utility for the purpose of enabling Developer to perform the work contemplated by this Agreement, including, but not limited to, construction within any right-of-way.

8.3 Developer further agrees that if the District receives any complaint that Developer has or is violating such franchise or permit in any respect, or if Developer damages any District facilities, then Developer upon notice shall comply with such franchise or permit or make repairs or restoration as demanded. If the District deems it necessary to make any repairs or restoration (emergency or otherwise), then the Developer shall reimburse the District for the cost thereof.

8.4 Upon execution of the Bill of Sale by the Developer, and if necessary, any additional owners, the Developer shall indemnify and hold the District harmless and defend the title of the District to the Benefited Property against all claims of third parties claiming to own the same, or claiming an interest therein, or encumbrance thereon.

8.5 In any claim against the District by any employee of the Developer, its Contractor, or any subcontractors, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification and hold harmless obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Developer, contractor, or any subcontractor under Workmen's Compensation Acts, Disability Benefit Acts, RCW Title 51, or other employee benefit acts. Developer expressly waives its immunity under RCW Title 51, and acknowledges that this waiver has been mutually negotiated by the parties.

8.6 Without limiting the generality of and in addition to the preceding obligations, Developer hereby expressly releases and forever discharges, and shall indemnify, defend, and hold the District harmless from any and all liabilities, losses, claims, demands, payments, suits, actions, costs, expenses, damages, recoveries, and judgments of every nature and description arising under federal, state, or local environmental laws, statutes, rules, regulations, or ordinances, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act, Model Toxics Control Act, and federal or state clean air and clean water acts.

8.7 In the event it is judicially determined that the provisions of RCW 4.24.115 apply to this Agreement, the indemnifications set forth above shall not apply only to the extent that claims for damages arising out of bodily injury to persons or damage to property result from and to the extent

caused only and directly by the District's sole negligence. In all other respects, the indemnifications set forth above shall apply in full force and effect.

9.0 Warranties of Developer; Warranties of Materials

Developer shall obtain all manufacturer's warranties and guarantees from its Contractor, any subcontractors, and/or suppliers for materials used in the Project, and shall assign said warranties and guarantees to the District.

10.0 Correction of Defects

10.1 When defects in workmanship or the Extension are discovered within any warranty or maintenance period, Developer shall start work to remedy any such defects within seven (7) days of notice by the District, or discovery by the Developer, and shall complete such work within a reasonable time. In emergencies, where damages may result from delay or where loss of service may result, corrections may be made by the District, and the full cost thereof shall be paid by the Developer. If the Developer does not commence and/or accomplish corrections within the time specified or agreed, then the work may be accomplished by the District, and the full cost thereof shall be paid by the Developer.

10.2 Developer shall reimburse the District for all damages or expenses incurred by the District resulting from defects in the Developer's work or the Extension, including cost of materials and labor, the cost of engineering, the cost of inspection and supervision by the District, and consequential damages.

11.0 Performance and Payment Bond

At the District's sole discretion, a Performance and Payment Bond in an amount equal to the costs of constructing the Extension, inclusive of all applicable taxes, and in a form acceptable to the District, may be required.

12.0 Maintenance Bond

12.1 Bond Required. Before acceptance of the Extension and Bill of Sale by the District, the Developer shall furnish to the District a Maintenance Bond in a form acceptable to the District. The bond shall require the Developer and/or the bonding company to correct defects in labor, workmanship, and materials which arise in the Extension for two (2) years from the date of acceptance of the Extension and until the bond is released by the District. The bond shall be in an amount equal to ten (10) percent of the cost of the Extension, but not less than five thousand dollars (\$5,000.00).

12.2 Release. Release of the Maintenance Bond by the District shall be conditioned on payment by the Developer of all outstanding expenses, fees, and charges incurred by the District or payable to the District by the Developer and correction of all known defects in the Extension. At the end of the two (2) year maintenance period and upon written request of Developer, the District will inspect the Extension and provide a written release of the bond if the Extension is in satisfactory

condition; otherwise the maintenance bond shall remain in effect until all repairs have been completed to the District's satisfaction.

13.0 Completion Bond

If the Developer completes the Work and desires service prior to the District's acceptance of the Extension, the District, at its sole option and as a condition of service, may require the Developer to provide a cash Completion Bond in a form and amount acceptable to the District, which shall be deposited with the District to ensure that the Developer shall complete the Extension so that it may be accepted by the District. Should the Developer fail within a reasonable time to complete the Extension so that it may be accepted, the District, in its sole discretion, shall cause the Extension to be completed, the costs of which shall be paid out of the Completion Bond. If the costs to complete the Extension exceed the amount of the Completion Bond, the Developer shall, within ten (10) days of a written invoice from the District, reimburse the District the amounts invoiced. If the costs to complete the Extension are less than the amount of the Completion Bond, the remainder shall be paid over to the Developer after the District has received all necessary releases and certificates.

14.0 Liens

Prior to acceptance of the Extension, the Developer shall deliver to the District a complete release of all liens that arise out of the performance of, or payment for, the Project, or shall deliver other evidence acceptable to the District establishing that there are no liens against the Extension. If any lien arises or remains unsatisfied after acceptance of the Extension, then the Developer shall reimburse the District for any costs incurred on account thereof, including attorneys' fees.

15.0 Limitation on Period of Acceptance; Termination of Agreement

15.1 Unless this Agreement is extended in accordance with District policy, the Extension shall be completed, so it can be accepted by the District within twelve (12) months of the date of this Agreement; otherwise, this Agreement terminates, and all of the Developer's rights shall expire.

15.2 If this Agreement terminates, the Developer shall be required to enter into a new WSEA with the District for the Extension. Any new WSEA or any extension of an existing WSEA shall be subject to any new or amended resolutions, policies, or standards and specifications adopted after the execution of the terminated or extended agreement.

15.3 If the District determines in its reasonable discretion that it is necessary to complete an Extension which has not been commenced, the District may give the Developer notice that construction of the Extension must be commenced within sixty (60) days of the notice. If construction is not commenced within the time specified, the District may (1) assess liquidated damages of one thousand dollars (\$1,000), to be deducted from the estimated Fees and Charges paid by the Developer as set forth in Paragraph 5.2 above; and (2) terminate this Agreement without further notice to the Developer, except that the District shall provide the Developer with written notice that the Agreement has been terminated.

15.4 The Liquidated Damages are not a penalty, but will be assessed against the Developer for Developer's failure to commence the Extension in accordance with this Agreement. The Liquidated Damages amount is fixed and agreed upon by and between the Developer and the District because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the District would in such events sustain. These amounts shall be construed as the actual amount of damages sustained by the District, and may be retained by the District and deducted from estimated Fees and Charges set forth in Paragraph 5.2 of this Agreement. Assessment of Liquidated Damages shall not release the Developer from the indemnification provisions set forth herein.

15.5 In the event that this Agreement is terminated, the Developer's duties and obligations to indemnify, hold the District harmless, and defend the District in accordance with Paragraph 8 above shall survive any termination.

16.0 Acceptance of Extension; Conditions Precedent

16.1 The Developer shall be in compliance with all the terms and conditions of this Agreement, including, but not limited to, Paragraph 19.2 as a condition precedent to the District's action to allow connection to the District's system, to accept the Bill of Sale to the Extension, to maintain and operate the Extension, and to provide service to the Benefited Property. At the completion of the Work and as a condition to the acceptance of the Extension, the Developer shall provide a fully-executed Bill of Sale transferring ownership of the Extension to the District. The Bill of Sale shall be on the form supplied by the District (attached Bill of Sale form), the terms of which are incorporated herein as if fully set forth and which the Developer warrants that it and any additional owners shall execute as Grantor.

16.2 Acceptance of the Extension shall be further subject to satisfactory completion of the following:

- A. Pressure tests on all pipeline extensions.
- B. Testing and acceptance by the State of Washington and/or King County Health Departments of water quality samples taken at representative points.
- C. Inspection and approval of the Extension by the District for use and operation in accordance with this Agreement.

16.3 The District shall not be obligated to accept title to the Extension or to provide service to the Benefited Property if construction by third parties of facilities to be deeded to the District is incomplete and those facilities are necessary to provide service to the Benefited Property.

16.4 The District shall not be obligated to allow service connections to its system until all fees and charges under this Agreement and all connection or service charges in effect on the date of application for service have been paid.

17.0 Procedure for Acceptance of Extension

17.1 To initiate the acceptance process, the Developer shall deliver to the District a written request for acceptance. Submitted with the request or before the District will take any action on this request, the Developer shall provide the following: (1) copies of all lien releases for contractors and material suppliers that worked on the Project; (2) a Bill of Sale and Maintenance Bond executed by the Developer, and any additional owners; (3) the Record Documents; and (4) all necessary easements as set forth in Paragraph 6. Acceptance of the Bill of Sale, Maintenance Bond, and the Extension may be made only by resolution of the District's Board of Commissioners.

17.2 The District will review the submittal and determine the Developer's compliance with this Agreement before submitting a resolution of acceptance to the Board of Commissioners.

18.0 Effect of Acceptance

18.1 Acceptance of the Extension and Bill of Sale by the District shall transfer ownership of the Extension to the District for operation as a public system subject to District rules and regulations, conditions of service, and service charges.

18.2 The two (2) year warranty and maintenance period shall begin when the District resolution accepting the Extension is effective.

19.0 Rates and Charges; Connection to System

19.1 The Benefited Property shall be subject to all rates and charges established by the District for water system use, service, and connection.

19.2 Not less than forty-eight (48) hours prior to the time that connection to the District's water system is desired, written application for permission to make the connection to the District's system shall be made to the District. All connections to the existing system and all testing of the Extension, as well as any subsequent opening of valves for use of water from the District's system, shall be taken only with the approval of and in the presence of the authorized representative of the District. The District reserves the right to require that connections be made by live tap where disruption of water service would, in the opinion of District, be detrimental.

20.0 No Assignment Without District Approval

This Agreement and Developer's rights and responsibilities may not be assigned without the prior written consent of the District. Any assignment shall be in writing in a form approved by the District and filed with the District by the Developer.

21.0 Laws to Be Observed

The Developer shall comply with all federal, state, and local laws, ordinances, and regulations that affect work under this Agreement. The Developer shall pay all expenses incurred for complying with such laws, ordinances, and regulations.

22.0 District Resolutions and Fines

The Developer shall comply with all District resolutions and warrant compliance with District resolutions by the Developer's agents and subcontractors. Developer agrees to timely pay lawful fines or penalties imposed by the District for violation of District resolutions.

23.0 No Third-Person Benefits

This Agreement is made only for the benefit of the District, the Developer, and their successors in interest. No third person or party shall have any rights hereunder whether by agency or as a third-party beneficiary or otherwise.

24.0 Governing Law/Forum

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Any suit to enforce the provisions of the Agreement shall be brought in the Superior Court of King County, Washington.

25.0 Remedies Available to District

25.1 The District shall have all remedies available to it by statute, law, contract, or equity.

25.2 If the Developer fails to pay any fees, charges, or fines when due, then the fee, charge, or fine shall be delinquent and shall accrue interest at the highest legal rate per annum until paid.

25.3 In addition to any other remedies, the District may file a lien against the Benefited Property and commence foreclosure proceedings pursuant to Chapter RCW 57.08.

26.0 Costs of Litigation

26.1 If either the District or the Developer is required to seek enforcement of this Agreement, whether or not legal action is commenced, the prevailing party shall be entitled to recover its costs, including, but not limited to, litigation costs, witness, expert, and consultant fees, and attorney's fees, including all costs and fees incurred at trial or on appeal.

26.2 In any litigation arising out of this Agreement or related to this Extension to which the District is not a party, the Developer shall reimburse the District for all of its costs and expenses, including attorney's, consultant, or engineer's fees incurred as a result of such litigation.

27.0 Notice

Any notice required or permitted by this Agreement shall be given in writing, by certified mail or personal delivery, to the District and to Developer at the following addresses:

District: District Manager
North City Water District
1519 N.E. 177th Street (for Personal Service)
Post Office Box 55367 (for Mail)
Shoreline, Washington 98155-0367

Developer:

28.0 General Provisions, Technical Details, and Specifications

The District's General Provisions, Plans, including, but not limited to, the Water Standard Details, Specifications, and any other requirements that the District may impose on the Project are incorporated in full by this reference and made a part of this Agreement as though set forth in full. In the event of a conflict between or among these documents, the District shall determine which shall control. Unless otherwise indicated, the definitions contained in the General Provisions shall also apply to this Agreement.

29.0 Reimbursement Agreement (Latecomer)

If the Extension abuts the property of persons other than the Developer, and the Developer cannot include the signatures of the other property owners, the Developer may request that a separate reimbursement agreement be executed. In such cases, the procedures of RCW 57.22 and SWD Code 5.20.070, as they are now and hereinafter may be amended, shall be followed.

30.0 Complete Agreement

This Agreement constitutes the entire agreement between Developer and the District, and may be changed only in writing signed by both parties. For purposes of identification, this Agreement shall be assigned a number by the District, which number shall be endorsed on the first page of the Agreement.

31.0 Signature Instructions

31.1 If the Developer is a corporation, this Agreement shall be executed by its duly-authorized representative, and the Developer hereby warrants the authority of such representative and the authorization of the corporation.

31.2 If the Developer is a partnership, at least one general partner shall sign this Agreement and indicate and warrant his/her capacity as such.

31.3 If the Developer is a joint venture, each joint venturer shall sign. One may sign on behalf of the others pursuant to power of attorney, which shall be attached to this Agreement.

Signatures follow on next page.

DEVELOPER

_____ ,

_____ corporation,
_____ partnership,
_____ joint venture,
_____ sole proprietorship

By: _____
(Print/Type Name)

By: _____
(Signature)

Dated: _____

NORTH CITY WATER DISTRICT,
a Washington municipal corporation

By: _____

Its: District Manager

Dated: _____

Attachments:

Legal Description of Properties
Noncollusion Affidavit
Bill of Sale Form
Technical Specifications
Standard Details
Additional Owners Acknowledgements (if necessary)
Standard District Easement Form

Legal Description of Properties

(See attached)

NORTH CITY WATER DISTRICT

BILL OF SALE - WATER MAIN

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned Grantor, _____ conveys, assigns, transfers and sells to North City Water District (the District), the following described water mains, lines and other appurtenances thereto, all of which collectively is called the "Water Main":

The Water Main is located on real property described on the attached Exhibit A.

The Grantor certifies as follows:

- 1) That Grantor owns the Water Main free and clear of all liens and encumbrances; Grantor has full authority to transfer title to the District; and Grantor will defend the title of the District against the claims of all third parties claiming to own the same or encumbrance thereon.
- 2) That all bills and taxes relating to the construction and installation of the Water Main and appurtenances have been paid in full and there are no lawsuits or liens pending involving the Water Main, that the Grantor will undertake to defend any lawsuit or pay any lien and will accept responsibility for all costs of litigation, including costs on appeal, and will hold the District harmless on any judgment rendered against the District or the Grantor.
- 3) That the Grantor complied with all laws and ordinances respecting construction of the Water Main; that the Water Main is fully constructed, in proper working condition, order and repair, 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 District, and that the Water Main has been constructed in accordance with the conditions and standards of the District.
- 4) That for a period of one (1) year from the date of acceptance of the Water Main by the District, the Contractor's workmanship shall be warranted and the Water Main and all parts thereof shall remain in proper working condition, order and repair; and Grantor shall repair or replace at its sole expense any work or material which proves defective during the Grantor's warranty period. When correcting defects occurring within the warranty period are made, Grantor shall further warrant corrected work for one (1) year after acceptance of the corrected work by the District, and shall assign any new manufacturer's warranties and guarantees to the District.
- 5) That the Grantor shall maintain a maintenance bond acceptable to the District for a period of one (1) year from the date of acceptance and shall not release such bond except upon written consent of the District.

The total costs of installing the above described Water Main to the present District system, including labor and materials, is:

1. 12" Mains Number of feet _____, Price per foot \$ _____, Total Cost \$ _____
2. 10" Mains Number of feet _____, Price per foot \$ _____, Total Cost \$ _____
3. 8" Mains Number of feet _____, Price per foot \$ _____, Total Cost \$ _____
4. 6" Mains Number of feet _____, Price per foot \$ _____, Total Cost \$ _____
5. 4" Mains Number of feet _____, Price per foot \$ _____, Total Cost \$ _____
6. 2" Service Ln. Number of feet _____, Price per foot \$ _____, Total Cost \$ _____
7. 1" Service Ln. Number of feet _____, Price per foot \$ _____, Total Cost \$ _____
8. 12" Valves Number of units _____, Price per unit \$ _____, Total Cost \$ _____
9. 10" Valves Number of units _____, Price per unit \$ _____, Total Cost \$ _____
10. 8" Valves Number of units _____, Price per unit \$ _____, Total Cost \$ _____
11. 6" Valves Number of units _____, Price per unit \$ _____, Total Cost \$ _____
12. 4" Valves Number of units _____, Price per unit \$ _____, Total Cost \$ _____
13. Hydrants Number of units _____, Price per unit \$ _____, Total Cost \$ _____
14. Other costs not included above \$ _____, Type of cost _____

The Grantor's Maintenance bond will be for 10% of the total amount of items 1 - 4 above, but not less than two thousand dollars.

DATED this ____ day of _____, 200__.

Grantor: _____

By: _____

Its: _____

NORTH CITY WATER DISTRICT

GENERAL PROVISIONS APPLICABLE TO WATER SYSTEM EXTENSIONS

NORTH CITY WATER DISTRICT

**GENERAL PROVISIONS
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**NORTH CITY WATER DISTRICT
GENERAL PROVISIONS APPLICABLE TO
WATER SYSTEM EXTENSIONS**

G.P. 1 DEFINITIONS

Unless the context clearly indicates otherwise, the following terms shall have the indicated meanings:

- (a) "Contractor:" The person or firms employed by the Developer to do any part of the Project, all of whom shall be considered agents of the Developer.
- (b) "Design:" The preparation of the Plans for the Extension.
- (c) "Developer:" The person or organization in charge of developing, implementing and completing the Project, either on behalf of the owner(s) or pursuant to an agreement to purchase the property, including the Developer's designated agents.
- (d) "Developer's Engineer:" The engineering firm, and that firm's representatives, retained by Developer to design the plans for the Project. The Developer's engineer shall be considered the agent of the Developer.
- (e) "District:" The North City Water District and its officers, officials and employees.
- (f) "District Engineer:" The engineer employed by the District or the District's engineering firm, and that firm's representatives, designated by the District to act as the District's Engineer for the Project.
- (g) "Extension(s):" The water system segment to be constructed according to a Water System Extension Agreement.
- (h) "Necessary Parties:" Those persons, companies, or agencies designated by the District as required to attend the preconstruction conference.
- (i) "Plans" or "Construction Drawings:" The drawings, including reproductions, of the Extension prepared or approved by the District Engineer.
- (j) "Project" or "Work:" The labor, materials, superintendence, equipment, transportation, supplies and other facilities or work necessary or convenient to the completion of the Extension.
- (k) "Public Authority:" Any local, state, regional or federal governmental or regulatory entity.
- (l) "Specifications:" The directions, provisions, standards and requirements approved by the District Board of Commissioners or used by the District in the performance of the Agreement, including but not limited to APWA WSDOT Standard Specifications.

G.P. 2 PURPOSE

North City Water District, as a municipal corporation, is responsible to the public for insuring that water mains are constructed in accordance with currently accepted standards for public work. The requirements imposed upon developers and contractors are intended by the District as a contract with the Developer, which incorporates minimum standards prerequisite to acceptance of the Project by the District as a part of its system. Privately constructed extensions will not be permitted to connect to the District's system unless the work is performed and paid for in accordance with a Water System Extension Agreement.

G.P. 3 AUTHORITY OF DISTRICT

The District shall have authority to approve, reject or require changes in Plans designed by Developer's Engineer; to require changes in the Plans during the course of Work; to inspect the Work; to stop Work to insure compliance with the approved Plans or Specifications; to reject nonconforming Work and materials; and to decide questions which may arise in the execution of the Work. The District shall have the authority to impose fines for violation of District policies and regulations adopted pursuant to resolution.

G.P. 4 DEVELOPER TO BE INFORMED; PROJECT CONTROL

The Developer shall keep fully informed regarding the nature, quality and extent of the Work, and if in doubt, to secure specific instructions from the District.

The Developer shall keep a competent supervisor on the Project at all times. The supervisor shall represent the Developer, shall be made known to the District, and shall receive instructions as though given to the Developer. The supervisor shall be familiar with the Project, Plans and Specifications and shall promptly report to the District any error, inconsistency or omission which may be discovered.

The Developer shall enforce discipline and good order with its Contractor and among its employees and shall not employ on the Project any unfit person or anyone not skilled in the Work. Employees or agents of the Developer who may impair the quality of the construction shall be removed upon the written request of the District.

G.P. 5 PLANS AND SPECIFICATIONS ACCESSIBLE

One copy of the Plans and Specifications shall be constantly accessible at the Project site.

G.P. 6 FINAL INSPECTION

All material and completed Work are subject to final inspection, testing and approval by the District to determine whether the Work complies with the Plans and Specifications.

G.P. 7 "AS-BUILT" INFORMATION

The District will maintain "as-built" information about the Project as it is constructed. To the extent the District has such information, the information will be available to the Developer's Engineer for preparation of "as-built" drawings to be prepared at the Developer's expense to District's satisfaction.

G.P. 8 OWNERSHIP OF "AS-BUILT" DRAWINGS

The originals of all "as-built" drawings prepared by Developer's Engineer shall be delivered to the District as a condition of and prior to acceptance of the Project, and shall become the property of the District. Neither Developer nor Developer's Engineer shall have any rights of ownership, copyright, trademark or patent in the drawings, and shall execute such instruments as requested by the District to transfer any such rights.

G.P. 9 QUALITY OF MATERIALS AND WORKMANSHIP

All materials shall be new, and workmanship and materials shall be of the highest quality commonly used. The Developer shall, if required, furnish satisfactory evidence as to the kind and quality of materials. The Developer shall obtain from the Contractor and/or Supplier and shall assign to the District all manufacturer's warranties for the materials used in the Extension.

G.P. 10 MATERIAL AND EQUIPMENT LIST

The Developer shall file a material and equipment list with the District prior to the preconstruction conference, including the quantity, manufacturer and model number, and acceptability under any specified inspections and/or tests required by ASTM and/or AWWA specification, if applicable, of material and equipment to be installed as part of the Project. The District may reject materials and equipment which do not conform to District Specifications and Plans. Failure of the District to reject materials and equipment when the list is filed shall waive the District's right to reject such materials or equipment thereafter.

G.P. 11 DETERMINATION OF "AS EQUAL"

The District and its engineer shall be the sole judge whether supplies or material qualify "as equal" substitutions under the Plans and Specifications.

G.P. 12 OMISSIONS AND DISCREPANCIES

Minor items of Work or materials omitted from Plans and Specifications prepared by the District's Engineer or Developer's Engineer, but clearly inferable therefrom and called for by good practice, shall be provided and/or performed by the Developer. In case of doubt, the District's decision shall be conclusive.

G.P. 13 INSPECTION, TESTS AND ACCESS

All Work shall be subject to inspection by the District. The District shall have access to the Project at all times, and the Developer shall provide proper facilities for such access and inspection. The Developer shall make reasonable tests of the Work at the Developer's expense upon the District's request. Whenever Work must be specially tested or inspected for compliance with public regulations, or with the Plans and Specifications, the Developer shall give the District reasonable notice of the readiness of the Work for such test or inspection. The District shall make inspections within two business days of notification by the Developer. Work shall not be covered up without prior consent of the District, or it must be uncovered for inspection at the Developer's expense. Such inspections and tests shall not relieve the Developer of any of its responsibilities under this Agreement.

The presence or absence of a District inspector on the Project is discretionary with the District, and neither presence nor absence of a District inspector will relieve the Developer of responsibility to obtain the construction results specified in the Agreement.

The District is not a safety expert, and is not engaged in that capacity whenever performing inspections and tests. The authority of the District to perform inspection and tests shall not relieve the Developer of its responsibility for safety, as specified in G.P. 33.

G.P. 14 COMPLIANCE WITH PUBLIC AUTHORITY

The Developer shall conform to the laws, statutes, ordinances and regulations of each Public Authority with jurisdiction over the manner and quality of performance of the Project. Construction in public roads or rights-of-way shall conform to the standards and requirements of the Public Authority having jurisdiction, and to the requirements of any franchise or applicable permit. The Developer shall be responsible for ascertaining the requirements of each Public Authority and the franchises and permits. The Developer shall be responsible for coordinating construction activity with all interested parties, agencies and Public Authorities.

G.P. 15 CROSS-CONNECTION CONTROL

Developer shall comply with all government and District rules and regulations governing cross-connections. Developer shall install and maintain backflow prevention devices required by the District as a condition of acceptance of the Extension.

G.P. 16 PRECONSTRUCTION CONFERENCE

The District shall hold a preconstruction conference with all Necessary Parties at the District office at least five days before Work on the Extension commences. The Developer shall arrange for the conference and for the attendance of all Necessary Parties.

G.P. 17 PRECONSTRUCTION PHOTOS

Upon request, preconstruction photos acceptable to the District shall be submitted to the District at the preconstruction meeting.

G.P. 18 PERMITS

The Developer shall pay the cost of obtaining all required permits, and shall reimburse the District for all costs incurred by the District for permits, inspection fees and other charges imposed by Public Authority because of the Project. The Developer shall be responsible for assuring compliance with the requirements of all permits, franchises, and licenses.

G.P. 19 SURVEY CONTROL

The Developer shall provide all property corners and street centerline stakes, and shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. Construction shall not commence until the Developer has made provision to establish such points and measurements to the District's satisfaction. The Extension shall conform to such points and instructions. The Developer shall preserve bench marks, reference points and stakes, and, in case of destruction, shall be charged for any resulting expense and shall be responsible for any errors that may be caused by their absence or disturbance.

G.P. 20 RESTORATION OF IMPROVEMENTS

All existing improvements removed or disturbed during the Project shall be restored to the more stringent of current King County standards or their original condition. A signed release from the affected property owner shall be obtained by the Developer and assigned to the District. Whenever restoration of existing improvements will be necessary, the Developer shall provide photographs before and after construction acceptable to the District. All restoration shall be made at Developer's expense.

G.P. 21 OWNER'S ACCESS

Bridging shall be provided across private driveways and roadways whenever trenches are open to avoid interference with normal traffic flow. Developer shall coordinate access with adjacent property owners. Bridging shall be immediately available in case of emergency and shall conform with applicable requirements of Public Authorities.

G.P. 22 SPECIFICATIONS INCORPORATED BY REFERENCE

Where any standard specifications are referenced or included by reference in the Agreement, the latest edition, issue and/or amendment thereto adopted by the District shall be incorporated in the Agreement. Should a conflict exist between the approved Design, Construction Drawings or Plans and any standard specifications or details referenced herein, the District shall determine which shall prevail. The District's decision shall be conclusive.

G.P. 23 USE OF COMPLETED PORTIONS

The District may take possession of and use any completed or partially completed portions of the Project. Possession and use shall not constitute acceptance of any portion of the Project.

G.P. 24 EXISTING UTILITIES OR OBSTRUCTIONS

A. *Preparation of Plans by District Engineer.*

Existing utilities and obstructions are shown on the Plans so far as known to the District Engineer and the District. The information is not guaranteed and is provided only for such value as it may have. Incomplete or erroneous information shall not be the cause of a claim against the District Engineer or the District and shall not relieve the Developer of responsibility for knowing of or repairing any damage caused to such utilities during the Project.

B. *Preparation of Plans by Developer Engineer.*

The District shall provide to the Developer any information it may have regarding existing utilities and obstructions. The information is not guaranteed but is provided only for such value as it may have. Incomplete or erroneous information shall not be the cause of a claim against the District Engineer or the District and shall not relieve the Developer of responsibility for knowing of or repairing any damage caused to such utilities during performance of the Project.

C. *Notification of Utilities.*

The Developer shall contact all utilities and determine whether existing utilities and obstructions exist. The Developer shall reimburse the District for damage to the property of the District or damage to property of others for which the District is liable because of the Developer's acts or omissions, and for other expenses, including reasonable attorneys' fees and court costs incurred by the District because of such damage. Whenever the Developer fails to repair or restore existing improvements damaged by the Contractor within 72 hours of notice, the District may order the work done by others and all costs incurred shall be paid by the Developer; provided that if the District determines an emergency exists, it may notify the Developer who shall immediately commence repair or restoration work, or the District may make repairs or restoration at the Developer's expense.

G.P. 25 CLEANUP; SITE CONDITION

The construction site shall be kept clear during the Project. Before the Project shall be considered complete, the Developer shall clean out ditches filled during the Project; replace damaged surfacing; remove surplus materials, trash and brush; repair all damages; and otherwise leave the job in a neat and orderly condition. Dust control shall be provided during the Project and during cleanup. The Developer shall keep existing roads and streets adjacent to or within the limits of the Project open to and maintained in a good and safe condition for traffic at all times. The Developer shall remove, on a daily basis, any deposits or debris which accumulates on the roadway surface as a result of construction operations. Removal shall be performed on a more frequent basis should the District determine that such removal is needed.

G.P. 26 PUBLIC HAZARD OR INCONVENIENCE

If performance of the Project results in hazard or inconvenience to the public, then the District may correct the same, and the Developer shall reimburse the District for all expenses incurred. The Developer shall also reimburse the District for the expense incurred in complying with any order of a Public Authority lawfully made with respect to the Work during the performance of the Work or within two years after acceptance of the Extension.

G.P. 27 PROTECTION OF PROJECT AND PROPERTY

The Developer shall exercise due care to protect property and the Extension, and shall supervise the Project to ensure the Contractor exercises such care. The Developer shall be solely responsible for any loss or damage to property or the Extension occurring prior to the completion of and acceptance of the Project by the District.

G.P. 28 ROYALTIES AND PATENTS

The Developer shall pay all royalties and license fees, shall defend all suits or claims for infringement of any patent rights, and shall save the District harmless on account thereof, unless a particular process or the product of a particular manufacturer is specified by the District and the Developer or its Contractor are unaware that the process or article is an infringement of a patent or license.

G.P. 29 OTHER WORK

The District may let other contracts affecting the Project. When requested, the Developer shall afford reasonable opportunity to other contractors for introduction and storage of their materials and performance of their project. The Project and other contracts shall be properly coordinated.

G.P. 30 CONTRACTORS

Only contractors licensed and bonded with the State of Washington shall work on the Project. The Developer shall provide a copy of the license to the District. Developer shall submit in writing not less than fifteen (15) days before the preconstruction conference the name(s), address(es) and telephone number(s) of all contractors and subcontractors the Developer proposes to use in the Project. If the District disapproves, then it shall notify Developer within ten (10) days. Nothing contained in this Agreement shall create any contractual rights between the District and any person or firm employed on the Project.

G.P. 31 TRAFFIC MAINTENANCE AND PROTECTION

All work on the Project shall be performed with due regard for the safety and convenience of the public, in a manner that minimizes interference with automotive and pedestrian traffic, and in accordance with the requirements of the Public Authority with jurisdiction. Flagging personnel, barricades, signs and traffic control shall be furnished by the Developer as required by the Public Authority with jurisdiction. Emergency vehicles shall be provided access at all times.

G.P. 32 SANITATION

Necessary sanitation devices properly secluded from public observation shall be provided and maintained by the Developer during the Project as required by the Public Authority with jurisdiction.

G.P. 33 SAFETY

The Developer and the Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during the performance of the Work, and for compliance with all federal, state and local safety laws and regulations. This requirement shall apply continuously and shall not be limited to normal working hours.

The right of the District or the District Engineer to conduct construction review of the Contractor's performance or inspection of the site is not intended to include review of the adequacy of the Contractor's safety measures in, on or near the construction site.

G.P. 34 CONFINEMENT OF CONTRACTOR'S OPERATIONS

The Developer shall ensure that construction activities are confined within the property of the Developer and the limits of easements and construction permits outside of the Developer's property. Damage to property or persons from any encroachment shall be the responsibility of the Developer.

G.P. 35 ALIGNMENT

The Developer shall furnish sufficient horizontal control, including lot stakes, for locating and staking the lines and appurtenances. Accuracy of such horizontal control is the sole responsibility of the Developer and any modification of horizontal location of any Work shall be at the Developer's expense.

G.P. 36 METER INSTALLATIONS

In the event an Extension requires installation of one or more meters, installation (including valves, piping, vaults, drain lines and meters) shall be performed by the Contractor according to District standards. The Developer shall pay the meter test fee established by the District and shall sign a District meter application form and pay all fees and charges due at that time.

G.P. 37 RECORDING

The District shall not approve any subdivision or other document for recording until all of the Work has been completed and the underground portion of the Extension has been installed and tested. A copy of the proposed final subdivision documents shall be delivered to the District before recording for review and approval of adequacy of easements. A copy of the final recorded subdivision documents and all necessary recorded easements shall be delivered to the District before service connections will be allowed to the Extension.

G.P. 38 COST OF WATER

The District shall furnish a reasonable amount of water without cost for the initial testing, flushing and purifying of the system. Developer shall pay the cost of all other water furnished by the District for testing, flushing or purifying the system based upon the District's estimates of the quantity of water use, which estimates shall be conclusive.

Water required during construction shall be furnished at District's regular rates through a temporary meter rented to Developer at rates established by District resolution. Return of the meters is a condition of acceptance of the Work.

Technical Specifications

(See attached)

(Reference: Appendix 4A to the North City Water District Code)

Standard Details

(See Attached)

(Reference: Appendix 4B to the North City Water District Code)

**WATER SYSTEM EXTENSION AGREEMENT
ADDITIONAL OWNER’S ACKNOWLEDGEMENT**

The undersigned Additional Owners warrant that they constitute the Owners of the Benefited Property that is the subject matter of this Water System Extension Agreement No. _____ (“Agreement”) have read and understand the terms of this Agreement, and agree, to the same extent as the Developer, including, but not limited to, the procedures for acceptance of the Extension.

ADDITIONAL OWNERS:

By: _____
(Signature)

By: _____
(Signature)

Print Name: _____

Print Name: _____

Dated: _____

Dated: _____

By: _____
(Signature)

By: _____
(Signature)

Print Name: _____

Print Name: _____

Dated: _____

Dated: _____

Operations Manager
 North City Water District
 PO Box 55367
 Shoreline, Washington 98155

(Space above this line for recorder's use only.)

DOCUMENT TITLE:	Easement for Water
REFERENCE NUMBER:	
GRANTORS:	1. 2.
GRANTEE:	North City Water District
ABBREVIATED LEGAL DESCRIPTION	
	Additional legal on page <u>5</u> of document.
ASSESSOR'S TAX PARCEL NUMBER(S):	

EASEMENT FOR WATER

THIS INSTRUMENT is made this _____ day of _____, 20____, by and between _____ and _____

Herein called "Grantor," and NORTH CITY WATER DISTRICT, a Washington municipal corporation, herein called "Grantee."

1. Grantor, for and in consideration of value paid by Grantee, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby grants and conveys to Grantee, its successors, and assigns, a non-exclusive perpetual

easement for water lines with necessary appurtenances over, through, across, and upon the following described real property in King County, Washington, more particularly described as follows (the Real Property”):

SEE ATTACHED EXHIBIT A

2. This Easement consists of all that portion of the above-described Real Property as follows (the “Easement”):

SEE ATTACHED EXHIBIT B

3. Grantee shall have the right, without prior institution of any suit or proceeding at law, at times as may be necessary, to enter upon the Easement for the purpose of operating, constructing, maintaining, repairing, altering, or reconstructing water lines and appurtenances or making any connections to the lines. If the area within the Easement is disturbed by such operating, constructing, maintaining, repairing, altering, or reconstructing of the water lines and appurtenances, Grantee shall restore the surface of the Easement as nearly as possible to the condition in which it existed prior to Grantee’s entry. However, no replacements will be provided for any tree(s), shrub(s), or plant(s) removed for the purposes of exercising the rights granted by this Easement.

4. Grantor shall retain the right to use the surface of the Easement, so long as the use does not interfere with the construction, operation, maintenance, repair, alteration, and reconstruction of the water lines and appurtenances an so long as none of the following are erected or placed in the Easement:

- rockeries;
- patios;
- retaining walls;
- structures of a permanent nature;

- building overhangs less than ten (10) feet above the ground surface or protruding more than five (5) feet into the Easement;
- fill material more than four (4) feet in depth or creating a total depth to the utility in excess of fifteen (15) feet;
- trees or shrubs which typically grow higher than six (6) feet in height or develop root systems extending broader than four (4) feet in radius from the center of the trunk.

5. This Easement and the covenants herein shall be equitable servitudes or covenants running with the land and shall be binding on the successors, heirs, and assigns of both parties.

6. If either party is required to bring legal action to enforce or enjoy the covenants and rights granted by this Easement, the prevailing party shall have the right to recover all attorneys' fees, witness fees, and expenses associated with the legal pursuit of these rights, whether in mediation or arbitration, at trial and on appeal, and in any bankruptcy proceeding.

7. The Grantor warrants that the Grantor has good title to the Real Property and the Easement and warrants to the Grantee title to and quiet enjoyment of the Easement rights conveyed herein.

GRANTOR(S):

By:_____

By: _____

GENERAL PARTNERSHIP

STATE OF WASHINGTON)
: SS
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she was authorized to execute the instrument as a General Partner of _____, the general partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said general partnership for the uses and purposes therein mentioned.

DATED: This _____ day of _____, 20____.

(Signature)

(Print Name)

NOTARY PUBLIC in and for the State
Of Washington, residing at _____
Commission Expires: _____

Appendix 5C – Application for or Waiver of Reimbursement

Agreement

**NORTH CITY WATER DISTRICT
APPLICATION FOR OR WAIVER OF REIMBURSEMENT AGREEMENT**

The undersigned, _____, (“Applicant”), is the applicant for a Water System Extension Agreement (“WSEA”) with the North City Water District (“District”) for the following project: _____.

The Applicant now hereby advises the District that the Applicant [*initial only ONE box below*]:

Intends to enter in to a Reimbursement Agreement with District pursuant to chapter 57.22 RCW, as may be amended, related to the construction and installation of water extensions pursuant to the WSEA;

– OR –

Irrevocably waives the right to apply for or receive reimbursement pursuant to chapter 57.22 RCW, as may be amended, related to the construction and installation of water extensions pursuant to the WSEA.

DEADLINE: This document must be completed and submitted to the District no later than the date that the undersigned executes the WSEA. Failure to do so may result in forfeiture of the Applicant’s right to reimbursement under chapter 57.22 RCW.

EXECUTED on the _____ of _____, 2015, at _____, Washington.

(Applicant)
By _____
Its _____