



City of Bellevue
Utilities Department
P.O. Box 90012
Bellevue, WA 98009-9012

UTILITY DEVELOPER EXTENSION AGREEMENT

Project Name:

Folder Number: _____ UE

Start Date:

Application Fee - Required at Submittal

To avoid unnecessary charges, request assistance of Utilities Department representative in the Permit Center to determine which Utilities require this Developer Extension Agreement.

Sub-Types

Storm Drainage

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

Sanitary Sewer

*Not applicable if project is outside Bellevue's sewer service area; **or**, work is minor enough to be covered under a Side Sewer permit, as determined by a Utilities Department representative.*

Water

*Not applicable if project is outside Bellevue's water service area; **or**, work is minor enough to be covered by a City installed, or contractor installed, water service application, as determined by a Utilities Department representative.*

May 2009

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I. INTRODUCTION

The Utility Developer Extension (UE) Agreement is intended to cover the Code requirements for Water, Sanitary Sewer and Storm Drainage Developer Extension Agreements (BCC 24.02.120 C, 24.04.120 C and 24.06.120 C). 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 handout (Bingo chart) to ensure the submittal is complete. Incomplete submittals will not be accepted.

To facilitate review and approval, use the Utilities Engineering Standards 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. Conceptual review occurs usually under previous permit/approval applications, such as Preliminary Plat or Design Review.

The minimum time line from UE application to Utility construction is about two months. Average is about 7 months, with a maximum of about 14 months. These statistics include the Developers time to respond to requests for revisions, documents and fees. An average project typically has three revision cycles.

Part C. Preconstruction - When the review is complete, the Developer will be prompted by letter to submit items required before a preconstruction meeting can be scheduled with a utility inspector. These items are generalized in the following checklist. Utility approval for release of the Clearing & Grading and other permits occurs at this time.

Part D. Construction - Approval to begin work is given by the utility inspector following the preconstruction conference.

Part E. Preacceptance - The project is complete in the field. All outstanding fees, easements, bills of sale, etc. must be submitted prior to acceptance. For subdivisions, water meter and side sewer permit applications may not be submitted until acceptance. For commercial and multi-family projects, meters remain locked until acceptance and buildings cannot be occupied. Irrigation meters may be set and activated with a successful backflow device test.

Part F. Acceptance and Warranty - The acceptance date is the beginning of the one-year warranty period. Any deficiencies found during the year-end inspection must be repaired by the developer before maintenance bonds are released. If no deficiencies are found, the maintenance bonds can automatically expire.

II. UTILITY DEVELOPER EXTENSION AGREEMENT CHECK LIST

This section itemizes required items as well as the Utility's process for administration of this Agreement. Some items may not apply to every project.

Part A.	Submittal	
Item #	Description of Item	Date
A - 1.	Submittal Requirements for Utilities Developer Extension Agreement. (A.K.A. "BINGO" chart)	
A - 2.	Submittal is complete; Official Start Date:	
A - 3.	Application Expiration Date (one year)	
A - 4.	Application extended 180 days, if applicable. Fee paid. New Expiration Date _____	

Part B.	Design Review	
Item #	Description of Item	Date
B - 1.	Preliminary utilities design routed for review	
B - 2.	Utilities Department design review meeting	
B - 3.	1st set redlined utilities plans/report & review comments to developers contact person (cc: DS Project Manager)	
B - 4.	1st set revised plans/report received	
B - 5.	2nd set redlined utilities plans/report & review comments to developers contact person (cc: DS Project Manager)	
B - 6.	2nd set revised plans/report received	
B - 7.	3rd set redlined utilities plans/report & review comments to developers contact person (cc: DS Project Manager)	
B - 8.	3rd set revised plans/report received (Record any further revision cycles)	
B - 9.	Preconstruction letter sent to developer	
B - 10.	Final sewer design routed to King Co./METRO for required approvals	
B - 11.	Final plan routed to Development Review Manager, for final check.	
B - 12.	Revised utilities design final.	

Part C. Preconstruction Requirements		
Item #	Description of Item	Date
C - 1.	_____ copies of the utilities plan set received.	
C - 2.	Final Plans routed interdepartmentally.	
C - 3.	Official Approved Plan set filed in fire box and reference card(s) made.	
C - 4.	Required Federal, State, County, and other regulatory approvals received. (ie: HPA, METRO permit, KC Right-of-Way permit)	
C - 5.	Approval of Utility contractor by Utilities Department. Proof of current WA State Contractors license and Bellevue B&O license required.	
C - 6.	Construction surety device received: Performance Bond, Assignment of Savings, Irrevocable Letter of Credit, or Security Agreement	
C - 7.	Original Certificate of Developer's Insurance received and approved.	
C - 8.	Easements: off-site and on-site received. (On-site easements may be delayed until project completion, but are required prior to acceptance.)	
C - 9.	Bills of Sale received. (May be delayed until project completion, but are required prior to acceptance.)	
C - 10.	Right-of-Way permit issued, if project includes utility installations in public rights-of-way.	
C - 11.	Other permit applications (ie: UD for detention vault , FB for fire sprinkler system) submitted for review.	
C - 12.	Clearing & Grading permit #_____ signed off. Building Permit #_____ signed off. Others?	
C - 13.	Outstanding invoices are paid.	
C - 14.	Connection charges paid.	
C - 15.	Latecomer Agreement requested by developer, if applicable. Benefitted properties are identified and preliminary notification sent.	
C - 16.	Water meter applications & fees submitted. (commercial projects only) (May be delayed until project completion). CRC forms completed by staff.	

C – 17.	Side sewer permit applications, King County Capacity Charge forms & fees submitted. (Required for commercial/multi-family permits at this time.) CRC forms completed by staff.	
C – 18.	Storm drainage permit application & fees submitted, if required for project.	
C – 19.	Draft Storm Drainage System Operations and Maintenance Schedule submitted for review.	
C – 20.	Approval of Landscape/Irrigation budget, if required.	
C – 21.	Plans signed & dated, approved for construction.	
C – 22.	Construction packet prepared for Inspection, copy to file.	
C – 23.	Developers contact person notified to call Inspection to schedule preconstruction meeting, with a week notice.	
<u>C – 24.</u>	UE is ISSUED. Expiration Date _____	
<u>C – 25.</u>	UE Expiration extended one year, if applicable. Fee paid. New Expiration Date _____	

Part D.	Construction	
Item #	Description of Item	Date
D – 1	Preconstruction Conference for utilities; notice to proceed with construction.	
D – 2	Survey cut sheets submitted for sewer and storm drain systems.	

Part E.	Preacceptance	
Item #	Description of Item	Date
E - 1.	Memo of Completion received from Inspection	
E - 2.	Complete Blanket Availability Certificates for single family lots, to assist with building permit review.	
E - 3.	Check for outstanding invoices.	
E – 4.	Easements received or retrieved from file. Legal descriptions and King County recording format verified.	
E – 5.	Easements routed to Admin for City signatures and recording at King County.	

E – 6.	Itemized costs for Latecomer Agreement, if applicable, and mailing list for notification to benefitted properties, submitted by developer. Latecomer is completed by staff and signed by developer.	
E – 7.	Preacceptance letter mailed to developer	
E – 8.	Outstanding fees paid.	
E – 9.	Certificate of Construction Costs received.	
E – 10.	Bills of Sale received.	
E - 11.	Maintenance bonds received. (May be submitted following acceptance if construction bond amounts exceed maintenance bond amounts and remain in effect until maintenance bonds are submitted.)	
E – 12.	Storm drainage O & M schedule received, approved, signed and recorded by developer	

Part F. Acceptance & Start of Warranty		
Item #	Description of Item	Date
F - 1.	Acceptance Letter mailed to developer.	
F - 2.	Meters unlocked and occupancy approved.	
F - 3.	Copies of Memo of Completion and Certification of Construction Cost sent to Business Admin. Meter & Exterior DCVA forms are submitted to Business Admin by Inspector.	
F - 4.	Latecomer routed for City signatures, notification letters sent to benefitted property owners, then sent to King County for recording.	
F - 5.	File removed and prepared for archive.	

III. APPLICANT INFORMATION

Project Description: _____

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: () _____ - _____

Party to be billed, if different from Developer: _____
Address: _____

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

Anticipated utility construction start date: _____

IV. THE UTILITY DEVELOPER EXTENSION AGREEMENT

This Agreement, dated this _____ day of _____, _____, is between the City of Bellevue, 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, Utilities Engineering Standards, Bellevue City Codes, ordinances and regulations, applicable requirements of other governmental agencies and good engineering principles.

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

2. Definitions

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

- A. "Agreement": This Utility Developer Extension Agreement (UE) between the City and the Developer.
- B. "City": The City of Bellevue, Washington, or the area within the City limits.
- C. "Utility": The Utilities Department as defined in the Bellevue City Code and authorized to administer and enforce this Agreement.
- D. "Utilities System(s)": The entire system within the Utilities Department service areas, described as follows:
 - 1. For sewer, this includes the City of Bellevue, the City of Medina, the City of Clyde Hill, Towns of Hunts Point and Yarrow Point, the Village of Beaux Arts, parts of King County and areas in other sewer districts or cities served by interlocal agreement.
 - 2. 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 the Bellevue City limits.
 - 3. For water, this includes the City of Bellevue, the City of Medina, the City of Clyde Hill, the Towns of Hunts Point and Yarrow Point, parts of King County and areas in other water districts or cities served by interlocal agreement.
- E. "Plans and Specifications": The official City-approved drawings or reproduction of drawings made, or to be made, pertaining to work provided for in the Agreement and the

prescribed directions, requirements, explanations, terms, and provisions pertaining to the work to be done.

- F. "Or Equal": Any article, material, method or work which, in the opinion of the Utility, is equally suitable for the purpose intended as compared with similar articles specifically mentioned in the Agreement, Utilities Engineering Standards or in the plans and specifications prepared under this Agreement.
- G. "Points": All survey marks, benchmarks, reference points, stakes, hubs, etc., established for maintaining horizontal and vertical control of the work.
- H. "Extension": The utility system being extended to serve the project and satisfy the Utility Code requirements for the property.
- I. "Utilities Engineering Standards": The technical standards which include the minimum requirements for the design and construction of water, storm and surface water drainage and sanitary sewer facilities within the City of Bellevue Utilities Department 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 the Utility 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:

5. Description of Utility Extensions.

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

6. Fees to be Paid by the Developer

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

A. Design Review Services

1. Consultation with the Developer regarding the requirements of the City for construction of the utility extensions.
2. Administration of this Agreement by the City.
3. Assistance with preliminary layout of the proposed utility extensions, as needed.
4. Review and approval of plans, specifications, and necessary documents.
5. Consultation with other agencies (i.e. other City departments, other governmental agencies) regarding plans and specifications, as necessary.
6. Submittal of plans and specifications to other agencies (i.e. other City departments, other governmental agencies) for required approvals, as necessary.
7. Final review of the required documents to assure that the City has legal title to necessary right-of-way and easements, review and approval of the Bill of Sale provided by the Developer, and acceptance of the utility extensions by the City.
8. The Design Engineer shall be responsible for the design of all on-site private drainage facilities for commercial and multi-family drainage facilities and assure they are designed in compliance with good engineering practice and meet or exceed the intent of the drainage code. The City's review for commercial and multi-family on-site private drainage facilities, except for runoff control and water quality facilities, will be for functionality only. The City will assure drainage is collected and discharged to the appropriate facilities and that connections to public systems or conveyance facilities are consistent with the Utility's Engineering Standards.

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

B. Construction Inspection Services

1. The Preconstruction Conference.
2. Daily inspection of the construction in progress, as needed to ensure that construction of the utility extensions are in accordance with this Agreement, the Plans and Specifications, the Utilities Engineering Standards and any other City requirements.
3. Inspection of required pressure tests, any retesting which may be necessary, and sampling of the completed extension after flushing for submittal to the Washington State Department of Health and Social Services, or a certified testing laboratory for bacteriological examination.
4. Inspection of required pressure tests, after flushing, and any retesting of sewer system improvement which may be necessary.
5. Approval of the sewer video taping schedule, supervision of video taping and revisions/approval of the completed tape and log sheets.
6. Final inspection of the completed extension and preparation of the inspection report, which shall set forth any deficiencies that may exist.
7. Reinspection of any deficient work.
8. Review of the storm drainage, water and sewer as-built construction drawings.
9. Reinspection at the end of the one-year warranty period.
10. For commercial and multi-family on-site private drainage facilities, except for runoff control and water quality facilities, the Developer's Engineer shall be responsible for inspection of the work. The City inspector will inspect connections to the public systems or conveyance systems. Prior to final acceptance by the City and approval for occupancy, the Developer's Engineer shall sign a compliance letter noting that in the Developer's Engineer's professional opinion, the on-site private drainage facilities were installed as shown on the approved plan and are operational. The Developer's Engineer shall provide as-built drawings, stamped by the Developer's Engineer, of the installed facilities.
11. Labor charges for water main shut-downs will be billed to the Developer.

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

7. Preliminary Design Review

The Developer shall refer to the “Submittal Requirements for Utility Developer Extensions” for submittal requirements. Incomplete submittals will not be processed. Plans must comply with the Utility Engineering Standards.

8. Omissions and Discrepancies

The Developer shall carefully study and compare all plans and specifications and other documents and shall, prior to ordering materials or performing work, report in writing to the Utility any error, inconsistency, or omission in respect to the plans and specifications, mode of construction, or costs which it discovers. If the Developer, in the course of this study or in the accomplishment of the work, finds any discrepancy between the plans and specifications and the physical condition of the locality as represented in the plans and specifications, it shall be his duty to inform the Utility 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 Risk Management Office, (425) 452-2011.

A. Minimum Insurance

1. Commercial General Liability coverage with limits not less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate.
2. Stop Gap/Employers Liability coverage with limits not less than \$1,000,000 per accident/disease.
3. Business Automobile Liability coverage with limits not less than \$1,000,000 per accident for any auto.
4. Worker’s Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.
5. 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

Commercial General Liability policies shall be endorsed to:

1. Include the City, it's officials, employees and volunteers as additional insureds,
2. Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the City.
3. Each insurance policy shall provide that coverage shall not be canceled 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

Developer shall furnish the City with certificates 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 coverages for subcontractors shall be subject to all of the requirements stated herein.

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 Developer, its officers, employees, contractors and agents in performing this Agreement.

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

12. Easements

Any required easement shall be obtained by the Developer at its sole cost and expense. Executed original copies of off-site easements shall be delivered to the Utility 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 Utilities Engineering Standards 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 Utility is required by the agency to obtain the permit. Permits must be obtained prior to commencing with construction. Prior to any street excavation, clearing and grading, or other work requiring a regulatory permit, the Developer or Developer's contractor shall present a copy of the appropriate permit to the Utility. If the Developer observes that the Agreement or any part thereof is inconsistent and/or at variance with such permit, he/she shall promptly notify the Utility in writing and any necessary changes shall be made by the Developer and submitted to the Utility for review.

15. Surety Instrument

Prior to construction, the Developer shall furnish to the Utility a Surety Instrument (Performance Bond, Security Agreement, Irrevocable letter of Credit or Assignment of Savings) in a form acceptable to the City, and in an amount equal to the engineers estimate or contractor's bid price to complete all work within the public right-of-way, connection to the water, sanitary sewer and/or storm drainage systems and restoration of public right-of-way and easements. The minimum surety amount shall be \$5,000.00 per utility regardless of ownership.

Upon acceptance of the extension by the Utility, the Developer shall furnish to the Utility a Maintenance Surety Instrument (Maintenance Bond, Security Agreement, or Assignment of Savings) in an amount of not less than ten percent (10%) of the construction cost for the portion of the water, sanitary sewer and/or storm drainage extensions accepted and owned by the Utility. The minimum surety amount shall be \$5,000.00 per Utility, regardless of ownership. Said Maintenance Surety Instrument shall guarantee correction of defects in the extension for a period of one (1) year following acceptance of the utility extensions by the Utility, and may automatically expire without written notification by the Utility, unless defects have been found.

The Developer may record a final subdivision prior to completion of the utility extensions only if said Developer has furnished a Surety Instrument (Performance Bond, Security Agreement, Irrevocable letter of Credit or Assignment of Savings) approved by the City in an amount equal to 150% of the engineer's cost estimate or 150% of the contractors bid price (minimum \$7,500.00 per Utility) to complete the entire utility extensions, both on-site, and in public right-of-way, as allowed by the Land Use code.

16. Procedure for Acceptance

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

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

The Utility will accept the utility extensions at such time that all work which may, in any way, affect the utility extensions has been completed, any damage to said utility extensions which may exist has been repaired, and the Utility has made final inspection and given its approval to the utility extensions as having been completed in accordance with this Agreement, the plans and specifications, and other requirements of the City. Such acceptance by the Utility 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 period of one (1) year. Said maintenance bond will be accepted by the Utility in-lieu of the surety instrument required herein. The maintenance bond shall be in a form acceptable to the City and shall require the Developer and/or the surety company to correct any and all defects which arise in said utility extensions for a period of one (1) year from the date of acceptance by the Utility.

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

17. Phased Construction

The utility extensions may be constructed and accepted in phases as specifically designated on the approved 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 Utilities 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 canceled for inactivity if the applicant fails to respond to the Utility's written request for revisions, actions or additional information within 90 days of the date of request. The Utilities Director may extend the response period beyond 90 days if, within the original 90-day time period, the applicant provides and subsequently adheres to an approved written schedule with specific target dates for submitting the full revisions, actions or other information needed by the Utility.

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. The Utilities Director, at his sole discretion, may issue one extension, up to one year in duration, to this Agreement, upon receipt of notice to the Utilities Department, prior to the expiration of the original two year 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 equipment shall be new and shall be as specified in the Agreement, the plans and specifications, the Utilities Engineering Standards, or; if not specified, of a quality approved by the Utility. 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 the Utility with copies of the supplier's warranty and shall adopt the same as the warranty of the Developer, and shall also be liable thereon to the Utility.

21. Warranties of the Developer

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

- A. Developer is the owner of the property, the same is free and clear of all encumbrances and Developer has good right and authority to transfer title thereto to the Utility and will defend the title of the City against claims of all third parties claiming to own the same or claiming any interest therein or encumbrance thereon; and
 - 1. The sanitary sewer extension is in proper working condition, order, repair, and is adequate and fit for the intended purpose of use as a sewer system and as an integral part of the sewer system of the Utility; and

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

B. For a period of one (1) year 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 one (1) year after the acceptance of the corrected work by the Utility.

22. Correction of Defects During the Warranty Period

When defects in the Utility extensions are discovered within the warranty period, the Developer shall start work to remedy any such defects within seven (7) days of written notice by the Utility, and shall complete such work within a reasonable time. In emergencies where damage may result from delay and/or where loss of service may result, the corrections may be made by the Utility upon discovery, in which case the cost thereof shall be borne by the Developer. In the event the Developer does not commence and/or accomplish the corrections within the time specified, the work may be accomplished by the Utility, at its option, and the cost thereof shall be borne by the Developer, by direct billing or attachment of the Maintenance bond.

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

23. 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.

24. Royalties and Patents

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

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

25. Subletting or Subcontracting

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

26. Latecomer's Agreement

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

Properties benefiting by connection to the Developer installed utility extensions shall pay the pro-rata share of the latecomer's Agreement, with interest, plus an administrative fee to the Utility, who will then forward the latecomer reimbursement to the Developer. The Latecomer's Agreement shall remain in full effect for a period of fifteen (15) years.

27. General Conditions

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

28. Utilities Engineering Standards

The City of Bellevue, Utilities Engineering Standards (latest edition) by this reference is hereby incorporated and made a part herein.

29. Notice of Completeness

Your application is considered complete, per RCW36.70B.070, 29 days after submittal, unless otherwise notified.

30. Signatures

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

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

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

DEVELOPER:
OWNER or OWNER'S AGENT

CITY OF BELLEVUE

(signature)

(signature)

(printed signature)

(printed signature)

(title/position)

(title/position)

(date)

(date)

V. GENERAL CONDITIONS FOR CONSTRUCTION

1. Authority of Utility

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

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

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

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

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

2. Determination of "OR Equal"

The Utility shall be the sole judge of the questions of "or equal" of any supplies, materials, or equipment proposed by the Developer. The Developer shall pay to the Utility 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 work provided for under this Agreement.

4. Stoppage of Work

If the Developer performs any work contrary to this agreement, laws, ordinances, rules or regulations; or, prior to obtaining any necessary permits or other required permission, the Utility 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 Utility. Existing underground utilities, above ground appurtenances, and other facilities must be located.

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

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

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

Additional construction staking which may be required shall include:

- A. Location of easements, property lines and road centerlines.
 1. Location of sewer mains, manholes and side sewer stubs.
 2. Location of storm drains and appurtenances, detention and water treatment facilities.
 3. Location of water mains, valves, meter boxes, hydrants and principle fittings and backs of hydrants.
- B. Addition of set stakes and offset stakes other than those specified in General Condition 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 the Utility is required for various aspects of the utility system. Such aspects include but are not limited to:

All Utility Systems:

- All water main, sewer main and storm drain 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 restoration
- All surface components (valve box, frame and grate, ring and cover, etc) after final paving
- Easement restoration

Water Systems:

- All water main fittings with concrete blocking
- Pressure testing water mains
- Water main purity samples after flushing
- Main wet taps
- Any cut-in's on existing water mains
- Hydrant installations
- Water service installations
- Vault installations and appurtenances (DCVAs, PRVs, meters, etc.)

Wastewater Systems:

- Hole cuts on sanitary sewer pipe
- Manhole installations and pipe connections
- Manhole vacuum testing
- Manhole core drilling
- Air testing sewer main and side sewer stubs
- Flushing/cleaning sewer mains and CCTV inspection
- Grease/oil-water separators
- Vehicle wash and dumpster area drains
- Side sewer installations:
 - Tee locations and stub markers
 - Side sewer depth at right-of-way/easement line
 - Side sewer slope
 - Fittings and clean-outs

Surface Water:

- Hole cuts on storm drain pipe
- Manhole/catch basin installations and pipe connections
- Manhole and catch basin vacuum testing
- Manhole or catch basin coring/drilling
- Storm water detention facilities (vaults, pipes and ponds)
- Storm water treatment facilities, including vegetation when it is part of the facility's function
- Lot drain "tee" locations and stub markers
- Lot drain stub depth at right-of-way/easement line
- Lot drain stub slope

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

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

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

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 Utility, 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.

Should the Developer elect to work more than eight hours per weekday, all costs of inspection thus entailed may be charged to the Developer at the overtime billing rate.

The Utilities' approval is required to work nights, weekends and holidays. After-hours inspections may not be possible due to the lack of staff availability. The Developer shall submit his proposed schedule to work nights, weekends or holidays at least five (5) days in advance (not including weekends and holidays) for review. If the Developer elects to work on weekends, nights or holidays, and such work schedule is approved by the Utility, all costs of inspection may be charged to the developer at the overtime billing rate. In addition, the Developer shall obtain approvals from the Development Services Department to work outside the hours allowed by the Noise Ordinance; and the Transportation Department to work outside hours specified in the Right-of-Way use permit.

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 Utility of the date and place of the inspection. Required certificates of inspection by other authorities shall be secured by the Developer.

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

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

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

7. Availability of Project Documents

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

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

8. Materials and Equipment List

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

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

9. Shop Drawings

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

The Developer shall furnish two corrected copies of the shop drawings to the Utility. Neither the Developer's engineer's approval nor the Utility'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 the Utility. The finished work shall be in accordance with approved samples. Approval of samples by the Utility 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, codes, ordinances, regulations and other permits. The Utility 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 Utility.

13. Use of Private Property

The Developer shall not enter upon or place materials on private property without express written permission of the property owner. A copy of such written permission shall be furnished to the Utility. 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 approved plans and specifications so far as possible. Such representation is for convenience only and the City assumes no responsibility for improper locations or failure to show utility locations on the plans and specifications. A locating service shall be called upon to mark utilities in the field prior to construction. Call 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 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 Inspector that all provisions of Chapter 322-120 WAC have been complied with.

16. Superintendents and Supervision

The Developer shall keep on the construction site during the progress of the work a competent superintendent and any necessary assistants, all satisfactory to the Utility. 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, specifications, Developer Extension Agreement and Engineering Standards. The Contractor shall devote the attention required to make reasonable progress on the work and shall cooperate fully with the Utility.

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

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

17. Operation of Existing Water Valves

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

18. Domestic Water Meters

It shall be the responsibility of the Developer to make application and pay necessary fees to the Utility for the installation of water meters. The Developer shall not purchase and install water meters from a private supplier; except water meters larger than 2" may be purchased from a Utility approved supplier.

Single family meter applications shall not be submitted until after acceptance of the utility extensions.

19. Flushing of New Water Mains

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

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

20. Disposal of Flush Water

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

21. Video Inspection

Following flushing the Developer will provide a videotape of the sewer and drainage pipe interior for all mains 8" and larger. The final inspection cannot be completed until the Utility has reviewed the video tape and any deficiencies have been repaired.

22. Side Sewer Permits

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

Single family sewer permits shall not be issued until after acceptance of the utility extension.

23. Final Sequence for Acceptance of Commercial Projects

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

1. Contractor completes all utility work.
2. Contractor makes an appointment for a “punch list” inspection.
3. Developer provides detention tank, vault or pond as-builts, CAD disk and compliance letter(s).
4. Contractor completes “punch list” work and corrects all deficiencies.
5. Contractor makes an appointment for a final inspection. Inspector re-inspects “punch list” and signs off project as “complete”, provided there are no deficiencies.
6. Inspector prepares memos of completion for Development Reviewer.
7. Development Reviewer verifies that all applicable requirements of the Utility Developer Extension Agreement have been satisfied (pre-acceptance). Allow 3 to 4 weeks to complete this process.
 - a) O & M Manual approved and recordable
 - b) Outstanding fees paid
 - c) Easements verified and recordable
 - d) Bills of Sale, for transfer of facilities to be owned by the City of Bellevue
 - e) Maintenance Bonds, if greater than original Performance Bonds
 - f) Certification of Construction Cost
 - g) Latecomer Agreement
8. Development Reviewer provides copy of Acceptance Letter to Inspector.
9. Inspector signs Certificate of Occupancy (C.O.) and allows water meter(s) to be set or unlocked.
10. The Utility Developer Extension Agreement Approval expires two years after the Issuance date, unless extended as described in the Agreement section 19. After expiration, a Stop Work Order may be posted for all utility work. A new 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.