

CLARK REGIONAL WASTEWATER DISTRICT (CRWWD)
CLARK COUNTY, WASHINGTON

District Office

8000 NE 52nd Court
PO Box 8979
Vancouver, WA 98668-8979

Telephone: (360) 750-5876
FAX: (360) 750-7570

DEVELOPER EXTENSION CHECKLIST AND AGREEMENT
(DEA)

RESPONSIBILITY CODE:

CR = CLARK REGIONAL WASTEWATER DISTRICT
D = DEVELOPER
C = CONTRACTOR

*Adopted by Resolution #1476
July 8, 2007*

DEVELOPER EXTENSION CHECKLIST AND AGREEMENT (DEA)

PROJECT NAME _____

CRWWD JOB NUMBER _____

A. PRELIMINARY INFORMATION

A1. DATE AGREEMENT REQUESTED _____(D)

A4. AGREEMENT EXPIRATION DATE _____(CR)

A6. QUARTER SECTION, TOWNSHIP & RANGE _____(D)

A7. TAX LOT NUMBERS (T/L #), SERIAL NUMBERS (S#) (D)

T/L #1 _____ S #1 _____

T/L #2 _____ S #2 _____

T/L #3 _____ S #3 _____

T/L #4 _____ S #4 _____

T/L #5 _____ S #5 _____

T/L #6 _____ S #6 _____

A8. PRE-DESIGN MEETING (OPTIONAL) _____(D/CR)

B. PLAN SUBMITTAL

NOTE: REVIEW AND RETURN OF INITIAL PLAN WITHIN TEN (10) WORKING DAYS (CR)

- | | |
|---|------------------------------------|
| B1. PLANS – IN (D) | B2. PLANS – OUT (CR) |
| 1 ST REVIEW (IN) _____ | 1 ST REVIEW (OUT) _____ |
| 2 ND REVIEW (IN) _____ | 2 ND REVIEW (OUT) _____ |
| 3 RD REVIEW (IN) _____ | 3rd REVIEW (OUT) _____ |
| 4th REVIEW (IN) _____ | 4th REVIEW (OUT) _____ |
| 5th REVIEW (IN) _____ | 5th REVIEW (OUT) _____ |
| B3. JOINT CRWWD/DEVELOPER PLANS & DEA REVIEW (OPTIONAL) _____ | (D) |
| B4. ESTIMATED REVIEW FEE CHECKED | _____ (CR) |
| B5. SUBMIT INITIAL DEA APPLICATION | _____ (D) |
| B6. SUBMIT PROPERTY OWNERSHIP DOCUMENT | _____ (D) |
| B7. SUBMIT AUTHORIZED SIGNATORIES DOCUMENT | _____ (D) |
| B8a. SUBMIT REVIEW FOR OVERSIZE/OVERDEPTH | _____ (D) |
| B8. OVERSIZE APPROVED BY BOC | _____ (CR) |
| B9. SUBMIT PRELIMINARY PLAT MAP | |
| SCALE 1" = 100' OR 1" = 50' | _____ (D) |
| B12. FINAL REVIEW FEE CALCULATED | _____ (CR) |
| B13. SUBMIT FINAL DEA | _____ (D) |

NOTE: THE FOLLOWING FEES AND DEPOSITS SHALL BE PAID PRIOR TO PLAN APPROVAL

- | | |
|--|---------------|
| B14. REVIEW FEE AMOUNT | \$ _____ (CR) |
| REVIEW FEE PAID | _____ (D) |
| B15. ADDITIONAL REVIEW FEE AMOUNT | \$ _____ (CR) |
| ADDITIONAL REVIEW FEE PAID | _____ (D) |
| B16. INSPECTION FEE AMOUNT | \$ _____ (CR) |
| INSPECTION FEE PAID | _____ (D) |
| B17. UTILITY PERMIT FEE AMOUNT | \$ _____ (CR) |
| UTILITY PERMIT FEE PAID | _____ (D) |
| B18. TAP FEE AMOUNT | \$ _____ (CR) |
| TAP FEE PAID | _____ (D) |
| B19. DEVELOPER GUARANTY DEPOSIT AMOUNT | \$ _____ (CR) |

DEVELOPER GUARANTY DEPOSIT PAID	_____	(D)
B20. SEWER PLUG DEPOSIT AMOUNT	\$ _____	(CR)
SEWER PLUG DEPOSIT PAID	_____	(D)
SEWER PLUG NUMBERS	_____	(CR)
B21. TOTAL FEES AND DEPOSITS DUE	\$ _____	(CR)
B22. FEES AND DEPOSITS PAID TO DATE	\$ _____	(CR)
B23. BALANCE DUE	\$ _____	(CR)
B24. SUBMIT DESIGN REPORT	_____	(D)
B25. SUBMIT DESIGN REPORT TO DOE	_____	(CR)
B26. SUBMIT MYLARS FOR REVIEW	_____	(D)
<i>NOTE: REVIEW MYLARS WITHIN TWO (2) WORKING DAYS (CR)</i>		
B27. DEA APPLICATION APPROVED	_____	(CR)
B28. MYLARS AND SPECIFICATIONS APPROVED	_____	(CR)
B29. RELEASE BUILDING PERMIT (COMMERCIAL ONLY)	_____	(CR)

C. BEFORE PRE-CONSTRUCTION CONFERENCE

C1.		
C3. SUBMIT APPLICABLE RIGHT-OF-WAY (R/W) USE PERMITS:	_____	(D)
CLARK COUNTY UTILITY PERMIT	_____	
WSDOT R/W USE PERMIT	_____	
RAILROAD R/W USE PERMIT	_____	
BPA R/W USE PERMIT	_____	
C4. SUBMIT SIGNED OFFSITE EASEMENTS WITH DRAWINGS	_____	(D)
C5. SUBMIT OVERSIZE ENGINEER ESTIMATE	_____	(D)
C6. SUBMIT OVERSIZE BID PACKAGE	_____	(D)
C7. SUBMIT OPTIONAL LATERALS BID PACKAGE	_____	(D)
C8. SUBMIT INSURANCE CERTIFICATE	_____	(D)
C9. PERFORMANCE BOND (PUBLIC PORTION)	_____	(D)
C10. FOUR SETS OF SIGNED PLANS (APPROVED BY OTHER AGENCIES)	_____	(D)
CRWWDD. PRE-CONSTRUCTION CONFERENCE		
D1. OK TO HAVE PRE-CONSTRUCTION CONFERENCE	_____	(D/CR)
D2. APPROVAL OF ACTUAL BIDS FOR OVERSIZE BREAKDOWN (IF APPLICABLE)	_____	(D/CR)
D3. APPROVAL OF ACTUAL BIDS FOR OPTIONAL LATERALS	_____	(D/CR)

NOTE: DEVELOPER OR DEVELOPER'S ONSITE REPRESENTATIVE, CONTRACTOR AND ENGINEER MUST BE PRESENT AT THE PRE-CONSTRUCTION CONFERENCE, OTHERWISE MEETING WILL BE RESCHEDULED TO A FUTURE DATE.

- D4. PRE-CONSTRUCTION CONFERENCE _____(D/CR)
ATTENDANCE AT THE CONFERENCE:
DEVELOPER: _____
ENGINEER: _____
CONTRACTOR: _____
CRWWD: _____
- D5. PROVIDE DIRECTION ON OVERSIZE REIMBURSEMENT _____(CR)
- D6. PROVIDE DIRECTION ON OPTIONAL LATERAL REIMBURSEMENT _____(CR)
- D7. TV CONTRACTOR (DISTRICT OR PRIVATE) _____(D)
TV INSPECTION FEE DUE (IF DISTRICT) \$ _____(D)
TV INSPECTION PAID _____(D)
- E. BEFORE CONSTRUCTION BEGINS**
- E1. SURVEY CONTROL STAKED IN FIELD (SEWER MAINS & LATERALS) _____(D)
- E2. ONE WEEK NOTICE OF STARTING DATE _____(C)
- E3. ACTUAL CONSTRUCTION START DATE _____(C)
- F. BEFORE ACCEPTANCE OF PROJECT**
- F1. TV INSPECTION OF SYSTEM:
ADDITIONAL TV INSPECTION FEE DUE \$ _____(C)
ADDITIONAL TV INSPECTION FEE PAID \$ _____(C)
TV ACCEPTANCE _____(CR/C)
- F2. PRE-PAVING ASBUILTS INCLUDING END OF LATERAL LOCATION ON PLAN SHEET (PAPER) _____(D)
PRE-PAVING ASBUILT APPROVAL _____(CR)
- F3. RECORD MYLARS (STAMPED AND SIGNED) BY RESPONSIBLE PARTY (ENGINEER) _____(D)
RECORD MYLARS APPROVAL _____(CR)
- F4. PUMP STATION STARTUP _____(CR/C/D)
PUMP STATION ACCEPTANCE _____(CR)
- F5. ADDITIONAL FEES (SEE SECTION 8 ON DEA APPLICATION) (D)
a. EXISTING LATECOMER FEE \$ _____
b. EXISTING LOCAL FACILITIES CHARGE (LFC) \$ _____
c. PUMP STATION PLAN REVIEW FEE (PRIVATE ONLY) \$ _____
d. PUMP STATION INSPECTION FEE (PRIVATE ONLY) \$ _____
e. LATECOMER SETUP FEE \$ _____
f. OVERTIME INSPECTION FEE \$ _____
g. REGIONAL FACILITIES CHARGE \$ _____
h. GENERAL FACILITIES CHARGE \$ _____
i. OTHER APPLICABLE FEES \$ _____
j. TOTAL ADDITIONAL FEES & CHARGES DUE \$ _____
k. ADDITIONAL FEES & CHARGES PAID TO DATE \$ _____
- F6. FINAL APPROVAL OF CONSTRUCTION _____(CR)
LETTER OF ACCEPTANCE SENT _____(CR)

F7.	SEWER PLUG RETURNED	_____	(D/C)
	SEWER PLUG DEPOSIT RELEASED TO DEVELOPER	_____	(CR)
F8.	30 DAY NOTICE OF LATECOMER SENT	_____	(CR)
G.	AFTER ACCEPTANCE OF PROJECT		
G1.	SUBMIT RECORDED FINAL PLAT	_____	(D)
G2.	SUBMIT DONATED CAPITAL (PUBLIC PORTION ONLY)	_____	(D)
	DONATED CAPITAL AMOUNT	\$ _____	(D)
	DONATED CAPITAL APPROVAL	_____	(CR)
G3.	SUBMIT STAMPED EASEMENTS WITH DRAWINGS	_____	(D)
	EASEMENTS SIGNED BY RESPONSIBLE PARTIES	_____	(CR/D)
	RECEIVE RECORDED EASEMENTS	_____	(CR/D)
G4.	BILL OF SALE TO DEVELOPER	_____	(CR/D)
	BILL OF SALE SIGNED BY RESPONSIBLE PARTIES	_____	(CR/D)
G5.	SUBMIT CONTRACTOR RELEASE	_____	(D)
G6.	SUBMIT LATECOMER COST INFORMATION	_____	(D)
	PREPARATION OF LATECOMER AGREEMENT	_____	(CR)
	LATECOMER APPROVED BY BOC	_____	(CR)
G7.	SUBMIT INVOICE FOR OFFSITE LATERALS	_____	(D)
	AMOUNT DUE FOR OFFSITE LATERALS	\$ _____	(D)
	OFFSITE LATERALS PAID TO DATE	\$ _____	(D)
NOTE: SIDE SEWER PERMIT APPLICATIONS ACCEPTED ONLY AFTER LETTER OF ACCEPTANCE ITEMS ARE COMPLETED			
G8.	OK TO RELEASE SEWER PERMITS	_____	(D)
H.	BEFORE RELEASE OF GUARANTY CASH DEPOSIT		
H1.	INTERIM INSPECTIONS AT HIGH WATER	_____	(CR)
H2.	FINAL INSPECTION JUST PRIOR TO ONE YEAR FROM ACCEPTANCE OF BILL OF SALE	_____	(CR)
H3.	ONE YEAR TV INSPECTION	_____	(CR)
H4.	NOTIFICATION OF NECESSARY REPAIRS AND/OR RESTORATION	_____	(CR)
H5.	COMPLETION OF REPAIRS	_____	(D)
H6.	TWO YEAR LATERAL INSPECTION	_____	(CR)
H7.	FINAL ACCOUNTING FOR GUARANTY CASH DEPOSIT	_____	(CR)
	AMOUNT OF DEPOSIT DUE TO DEVELOPER	\$ _____	(CR)
	AMOUNT OF DEPOSIT PAID TO DEVELOPER	\$ _____	(CR)
	DATE DEPOSIT RELEASED	_____	(CR)

CLARK REGIONAL WASTEWATER DISTRICT

CLARK COUNTY, WASHINGTON

**APPLICATION AND AGREEMENT TO ALLOW CONSTRUCTION
OF EXTENSION TO FACILITIES**

TO: CLARK REGIONAL WASTEWATER DISTRICT

The undersigned, the owner of the real property legally described below (“the Developer”), makes application to CLARK REGIONAL WASTEWATER DISTRICT, Clark County, Washington (“the District”), for permission to construct and install an extension to the District’s sewer facilities in the public right-of-way under the District’s franchise, and/or upon easements approved by the District, by the

Developer Engineering

Method, and to connect to the District’s sewage collection system; and makes the following representations and agreements:

1. LOCATION OF EXTENSION

Name of Plat/Project _____

¼ Section, Twp./Range _____

Serial/Tax Number _____

2. LEGAL DESCRIPTION - OWNERSHIP

A copy of the preliminary plat (if applicable) and a legal description of the real property are attached, and by this reference are parts of this Agreement. Developer warrants that it is the lawful owner of the real property and shall warrant and defend the District against all claims and demands.

3. DESCRIPTION OF EXTENSION

a. The proposed extension will consist of approximately

_____ lineal feet of sewer pipe

and appurtenances and shall be installed in accordance with the plans and specifications approved by the District, and in accordance with the District’s standard specifications for public works construction, adopted in Section 5.04.080 of the CLARK REGIONAL WASTEWATER DISTRICT Code.

- a1. The proposed extension shall conform with the intent of the current Comprehensive Plan for location and depth of installation as approved by the district.
- b. The Limitation Period for Acceptance of this extension, as described in Section 24, shall be eighteen (18) months from the date on which both parties have signed this Agreement, or twelve (12) months from the date of District approval (by signature) of the plans, whichever shall occur last.
- c. This extension
- does does not
- include the installation of facilities for which latecomer reimbursement, as described in Section 19, is requested.
- d. This extension
- does does not
- include oversizing reimbursement as described in Section 18.
- e. This extension
- does does not
- include laterals to adjacent properties as described in Section 20.

4. SPECIAL FACILITIES

Special facilities are those that must be constructed to make service available to the Developer's property, but which are other than the typical mains and appurtenances for extension projects (e.g., pump stations and/or alternate systems). The description and estimated construction cost of any special facilities are as follows (check one):

- a. Not applicable.
- b. As attached, and by this reference made a part of this Agreement.

Cost of sewer system special facilities: \$ _____

If there are special facilities, the extension and the special facilities shall be referred to in this Agreement as the "extension".

5. FEES AND CHARGES

In connection with construction and installation of the extension, the Developer shall pay the fees and charges set forth in Title 4 of CLARK REGIONAL WASTEWATER DISTRICT Code, relating to Development Service Fees. The following fees and deposits shall be paid, as discussed in the checklist.

Review Fee	\$ _____
Inspection Fee	\$ _____
Clark County right-of-way use permit	\$ _____
Developer Guaranty Deposit	\$ _____
Sewer Plug Deposit	\$ _____
Tap Fees	\$ _____
TOTAL FEES & DEPOSIT DUE WITH APPLICATION	\$ _____

The District will not approve the plans and authorize construction of the extension until these fees and deposits have been paid. All other fees and charges shall be paid prior to acceptance of the extension.

6. OTHER FEES AND CHARGES (INFORMATIONAL ONLY)

Pump Station Plan review fee (Private only)	\$ <u>300.00</u>
Pump Station Inspection fee (Private only)	\$ <u>1,000.00</u>
Tap Fees (if required)	\$ _____
TV Inspection by CRWWD @ \$ 20/ERU (\$300 min)	\$ _____
Additional TV Inspections (Per Call Out)	\$ <u>300.00</u>
Existing Latecomer Charge Latecomer(s) No.	\$ _____
Existing Local Facilities Charge (subject to change)	\$ _____
Regional Facilities Charge (subject to change)	\$ <u>4,444.00</u>

For the Regional Facilities Charge Calculation, this extension is within the following area:

- Salmon Creek Treatment Plant
- Vancouver Treatment Plant

General Facilities Charge (subject to change) \$ 1,898.00

7. AMOUNT OF FEES AND CHARGES

The Regional, Local and General Facilities Charges shall be paid at the rates in effect at the time of application for a connection.

8. ADDITIONAL FEES - DEDUCTIONS FROM DEPOSITS

In addition to the fees established by Title 4 of the CLARK REGIONAL WASTEWATER DISTRICT Code, the Developer shall pay for the costs of the following:

- a. A design review of Special Facilities (specialty designs – other than pump stations) including plans and specifications.
- b. Cost of preparing, as applicable, Clark County right-of-way Use Permit, Washington State Department of Transportation right-of-way Permit, BPA right-of-way permit, and any railway right-of-way permit, including application costs, fees, bonds, insurance, filing and administrative costs. The District will charge a \$25 handling fee for any permits transmitted through the District.
- c. Easement preparation costs, including title searches and policies, and any necessary addenda or special stipulations required, and easement-related resolutions.
- d. Costs attributable to any required environmental assessment and evaluation, including SEPA checklists and threshold determinations.
- e. Costs of preparation of any resolutions and special agreements between the Developer and the District.
- f. Overtime inspection, re-testing for air, vacuum tests, additional TV and mandrel testing.
- g. Any and all costs, charges, expenses and damages attributable to failure of the Developer to comply with this Agreement and/or the requirements of any governing agency.

- h. Any and all costs, charges and expenses incurred relative to this project, by the District to perform or complete any service not covered by the fees and charges in Title 4 of the CLARK REGIONAL WASTEWATER DISTRICT Code.
- i. All costs, damages and expenses, including reasonable attorney fees, incurred by the District in responding to, and/or defending claims made by third parties for acts of the Developer, its engineer or contractor.

For District employees and equipment, the fees shall be determined by the District's current schedule of costs for employees and equipment. For consulting engineering, legal and other consultant work, the fees shall be the actual charges to the District for such work. Fifteen percent (15%) shall be added to all additional fees as the District's administrative costs. Such fees shall be due upon receipt of the District's invoice, and full payment shall be a prerequisite for acceptance by the District of the extension.

All deposits or other funds, which are paid by the Developer to the District, including but not limited to those paid pursuant to this Agreement, shall first be applied by the District to unpaid charges, fees and overruns occurring in the performance of this Agreement, and only the balance, after such application, shall be returned to the Developer.

The Developer shall make direct payment of any fees for County, State, or special permits necessary to construct the extension.

9. PRECONSTRUCTION CONFERENCE

The Developer or authorized representative shall attend the District preconstruction conference with the Developer's Engineer and Contractor. The items listed in the preconstruction checklist must be provided at this conference (See checklist, Section D). If the required parties are not in attendance, the conference will be postponed until all parties are available.

10. INSURANCE

The Developer or the Developer's contractor shall secure and maintain during the life of this contract Public Liability Insurance for bodily injury and property damage liability, including without limitation, coverage for explosion, collapse, blasting and destruction of underground utilities (X.C.U.) and contingent liability, including projects and completed operations and blanket contractual liability, as shall protect the Developer or Developer's contractor and the District and its officers, agents and employees, and specifically designating the District and the District's consulting engineering firm (if applicable) as an additional named insured in the policies, all at no cost to the District or the engineering firm (if applicable).

The above insurance shall cover the District and its officers, agents and employees, the engineering firm (if applicable), the Developer, and the Developer's contractor and sub-

contractors for claims or damages for bodily injury, including wrongful death, as well as other claims for property damage which may arise from operations under this Agreement, whether such operations be by the Developer or by any contractor or sub-contractor or anyone directly or indirectly employed by either of them.

The amount of such insurance shall be as follows: bodily injury liability insurance in an amount not less than \$1,000,000.00 for injuries, including wrongful death to any one person and, subject to the same limit for each person, in an amount not less than \$2,000,000.00 on account of any one occurrence, and property damage liability insurance in an amount no less than \$1,000,000.00 for each occurrence.

The Developer shall not cause any policy to be canceled or permit to lapse, and all policies shall include a clause to the effect that the policy or certificate shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance or any other material change until notice has been mailed to the District stating when, not less than fourteen (14) calendar days thereafter, such cancellation or reduction or change shall be effective.

There shall be provided to the District a "Certificate of Insurance". The form shall be completed in full, endorsed to the required limits, and certified to the Agreement by the Developer's or the Developer's contractor's insurance company.

11. DEVELOPER GUARANTY DEPOSIT

The Guaranty Deposit, shall be to condition the Developer's compliance with the terms, conditions and standards contained or referenced in this agreement and shall insure the District against any damage to its existing system and/or proposed extension as a result of the Developer's failure to comply.

The Guaranty Deposit shall be used in cases determined by the District when the Developer has failed to make necessary repairs or restoration of any failures, including ditch settlement, of any portion of the extension covered by the guaranty. The District shall provide notice of failure and within forty-eight (48) hours after notification by the District of the necessity for the repairs, the Developer shall provide a written plan for correction. At the end of the 48-hour period, the Developer shall have one (1) week to accomplish the corrective work, unless other agreements are made with the District. If the District is required by Clark County to repair failures within a specified period of time, the Developer shall make the repair within the time and in the manner specified by the District. Where the County repairs the failures, and the District is billed for repair or correction, the Developer shall reimburse the District for its costs. If the work is not completed within the agreed to time, the District will have the work done and pay all costs from the guarantee deposit. Determination of any necessary repairs or restoration will be made by the District during the course of periodic inspections and until the final inspection that is to be made within the period one (1) year for mainline, two (2) years for laterals) of the District's acceptance of the Bill of Sale.

The Guaranty Deposit will be retained by the District until all items requiring repair or restoration have been satisfactorily completed (through the warranty period), and a copy of Clark County's approval of the final plat (if applicable) has been provided to the District.

If the Guaranty Deposit is reduced by application by the District for repairs or restoration prior to the final inspection, the District will notify the Developer of the amount of the Guaranty Deposit which has been utilized, and the Developer shall immediately deposit with the District the amount of such deposit deficiency.

The amount of the Guaranty Deposit shall not constitute a limit on the amount of any District claim, or on the Developer's liability for repairs or restoration, or liability arising out of any other claim by the District for breach of any term of this Agreement.

12. PERFORMANCE BOND FOR OFF-SITE AND COMPREHENSIVE GENERAL SEWER PLAN OR GENERAL FACILITY PORTIONS OF EXTENSION

The Developer shall furnish a fully executed Performance Bond, as referred to in this section, prior to the pre-construction conference, on a form approved by the District and signed by an approved surety or sureties in an amount to be determined by the District Engineer. The Performance Bond shall be conditioned upon the faithful performance of all portions of the extension that are either off-site (not on Developer-owned property), or on-site portions of the District's Comprehensive General Sewer Plan, or on-site General Facilities, which bond shall remain in effect until the Developer has completed all such portions in accordance with District standards and the provisions of this Agreement. The Bond shall also provide that the surety agrees to protect and indemnify the District against any direct or indirect loss claimed:

- a. By reason of failure by the Developer and/or its contractor to faithfully perform the above-referenced portions of the work; or
- b. By reason of failure by the Developer and/or its contractor to pay all contractors, laborers, mechanics, sub-contractors, agents, materialmen, and all persons who shall supply such Developer and/or its contractors, or their sub-contractors or agents, with provisions or supplies for carrying out those portions described above.

The Performance Bond shall be accompanied by a certification indicating the authenticity of the signing agent to act on behalf of the surety. The District may require the sureties or Surety Company to appear and qualify themselves upon the bond. Whenever the surety or sureties are deemed insufficient, the District may demand in writing that the Developer furnish additional surety in an amount not exceeding that originally required as may be necessary to cover the remaining portion of the extension.

In lieu of a Performance Bond, the Developer may substitute a financial assurance commitment, such as a letter of credit, assignment of loan proceeds or assignment of bank account, in a form approved and an amount determined by the District Engineer.

13. EASEMENTS

All easements shall be executed on the District's form and shall be obtained by the Developer at its sole cost and expense. The easements shall be presented free of all encumbrances, except those acceptable to the District. On-site easements shall be submitted prior to acceptance of the extension and will be recorded by the District after acceptance of the extension and recording of the final plat (if applicable). Off-site easements shall be submitted prior to the preconstruction conference and will be recorded by the District after acceptance of the extension by the District. The Developer shall pay the cost of easement recording.

14. PERMITS

The District shall apply for and obtain all necessary permits and governmental approvals (listed in Section 8b) before commencement of construction. The Developer shall pay the cost for all permits and approvals.

15. GRADING OF ROADS

The Developer shall advise the District in writing of any changes that may be contemplated during construction. If the Developer changes the subgrade elevation of any road after initial approval of the plans, the Developer shall be responsible for all costs incurred by the District as a result of such change in subgrade elevation. This obligation shall continue in full force until Clark County and/or any other governing agency releases the right-of-way or road construction bond, or releases any bond of other description that is provided to ensure the Developer's obligation to the County or other agency for completion of roads within the area of the extension.

16. MAINTENANCE OF CORRECT GRADES - TELEVISION TESTING FOR CONFORMANCE TO INVERT STANDARDS

The Developer and its contractor shall maintain correct grade at all points between manholes.

Before acceptance of the extension, all gravity lines shall be tested by television inspection, at the Developer's expense, to determine conformance to the District's invert standards. The Developer represents that it is, or will make itself familiar with, the District's policies, procedures and specifications for allowable variance at invert parameters and testing and acceptance of sewer mains.

17. USE OF EXISTING MAINS

Until execution and acceptance of the Bill of Sale, there shall be no flow through any on-site or off-site portions of the extension. All points of connection shall be plugged until acceptance of the extension by the District. The Developer shall take necessary steps to

keep all extraneous water and debris out of the extension. Any costs incurred by the District to remove any extraneous water or debris shall be paid by the Developer. The District shall remove the plug.

18. OVERSIZING

Oversized lines typically are those in excess of eight (8) inches in diameter. Any reimbursement for oversizing shall be determined in accordance with Chapter 5.36 of the CLARK REGIONAL WASTEWATER DISTRICT Code and by the Board of Commissioners by motion prior to the start of construction. The nature and extent of the oversizing as approved by the Board is shown in the attachment, which is by this reference made a part of this Agreement.

19. LATECOMER REIMBURSEMENT AGREEMENT

Entitlement to and the amount of latecomer reimbursement shall be determined in accordance with Chapter 5.36 of the CLARK REGIONAL WASTEWATER DISTRICT Code and shall be established by execution of the District's Reimbursement Agreement following acceptance of the extension and the conclusion of the latecomer reimbursement hearing.

20. LATERALS TO ADJACENT PROPERTIES

In conjunction with the extension, the District may require or allow the Developer or the Developer's contractor to install lateral lines (sewer laterals) to serve adjacent lots, tracts or parcels in accordance with Chapter 5.36 of the CLARK REGIONAL WASTEWATER DISTRICT Code and by decision of the District Engineer prior to commencement of construction of the extension.

21. FINAL PLAT APPROVAL PRIOR TO COMPLETION OF CONSTRUCTION

If the Developer desires to obtain final plat approval from Clark County prior to substantial completion of the extension, the District will allow the Developer to provide the District with a set-aside letter or completion bond in an amount the District determines is reasonably necessary to complete all performances necessary to comply with this Agreement.

As a condition to the District's acceptance of a set-aside letter or completion bond, all expenses, including engineering, legal and administrative costs, will be determined by the District and paid by the Developer and all signed easements, ready for recording, and a Bill of Sale for the extension, shall be provided to the District.

The District will advise Clark County Public Health of this Agreement and the set-aside letter or completion bond, upon its acceptance by the District. The Developer shall provide the final plat recording number, Book and Page Number of Plats, to the District immediately upon recording of the plat. Acceptance of a set-aside letter or completion bond by the District

does not entitle the development to connect or receive service. All performances required under this Agreement must be completed before service will be available.

Upon the Developer's failure to complete the extension and all performances required under this Agreement within the times noted, or by any other date mutually agreed upon between the District and the Developer, the District will give fourteen (14) calendar days written notice to the Developer and, at its option and without the prior consent of the Developer, accept the Bill of Sale for the extension, assume ownership and control, and utilize the set-aside funds or completion bond to complete the construction of the extension and all performances required under this Agreement.

Upon completion of the extension, the District will provide an accounting to the Developer of the expenditures incurred. If the set-aside or bond amount was insufficient to complete the extension and all performances required, a Local Facilities Charge shall be applied by resolution against the properties served by the extension, payment of which will be a condition for receipt of sewer permits from the District.

To utilize this procedure for allowing a set-aside letter or completion bond, the Developer shall provide to the District a written request, in letter form, in which the Developer represents to the District that it has read and understands the contents of this Section 21, and consents to its terms.

22. FINAL ACCEPTANCE

a. Fully Completed

The District will accept title to the extension only when all work has been properly completed, when any damage has been repaired, and when the District has made its inspection and has approved the extension as having been completed in accordance with the plans and specifications; provided, that there will be no acceptance if the Developer is in default of any of the terms of this Agreement. Acceptance of the extension shall be by letter of acceptance by the District Engineer and a bill of sale.

Acceptance by the District does not relieve the Developer of the obligation to correct defects in labor and/or materials or to comply with this Agreement. Acceptance will cause the extension to be subject to the ownership, control, use and operation of the District, including all District regulations, charges, fees and conditions of service.

b. Substantially Completed

At its option, the District may choose to accept a Bill of Sale when an extension is substantially complete, but which cannot reasonably be fully completed prior to the expiration of this Agreement. The Developer shall provide the District with a cash deposit in an amount the District determines is reasonably necessary to complete all performances necessary to comply with this Agreement.

As a condition to the District's acceptance of a cash deposit, all *charges, fees and expenses*, including engineering, legal and administrative costs, will be determined by the District and paid by the Developer, and signed easements, ready for recording and a Bill of Sale for the extension, shall be provided to the District.

Acceptance of a cash deposit by the District does not entitle the development to connect *or* receive service. All performances required under this Agreement must be completed before service will be available.

Upon the Developer's failure to complete the extension and all performances required under this Agreement within the times noted, the District will give fourteen (14) calendar days written notice to the Developer and, at its option and without the prior consent of the Developer, accept the Bill of Sale for the extension, assume ownership and control of the extension, and utilize the cash deposit to complete the extension and all performances required under this Agreement. If the cash deposit is used, a full itemization of costs incurred by the District will be provided to the Developer.

Upon completion of the extension, the District will provide an accounting to the Developer of the expenditures made pursuant to this Agreement. Any balance will be returned to the Developer. If the cash deposit was insufficient to complete the extension and all performances required, a Local Facilities Charge shall be applied against the properties served by the extension, payment of which will be a condition for receipt of side sewer permits from the District.

To utilize this procedure for allowing a cash deposit, the Developer shall provide to the District a written request, in letter form, in which the Developer represents to the District that it has read and understands the contents of this Section 22, and consents to its terms.

23. BILL OF SALE CONDITIONS

The Bill of Sale shall provide for transfer of title to the constructed extension from the Developer/Owner to the District, and its acceptance is conditioned upon the following:

- a. The Developer/Owner is the lawful owner and has the right to transfer the extension; the extension is free from all encumbrances; and the Developer shall warrant and will defend the same against all claims and demands.
- b. All bills for labor and materials have been paid, and the Developer has provided a certificate from the contractor constructing the extension, acknowledging that the contractor has been paid in full and/or does fully release, transfer, assign and set over to the District all of its rights, title, claims and interest therein.
- c. The Developer has submitted to the District the total costs incurred in the construction of the extension.

- d. The consideration for the Bill of Sale shall be the District's incorporation of the extension into its overall sewer collection system.
- e. The Developer warrants that for a period of one (1) year from the date of the Bill of Sale, the extension will remain in acceptable working order and condition, except where abused or neglected by the District, and the Developer will repair or replace at its own expense any work or material that is shown to have been defective during the one (1) year period of warranty, provided, that the warranty period for any lateral lines (sewer laterals) constructed in conjunction with the extension shall be two (2) years.
- f. The Developer agrees to defend and hold the District harmless for trench failures or settlement occurring over any portions of the extension installed on private property. The District does not, by virtue of its inspection, assume liability for such failures, any such inspection shall be for the District's purposes of ensuring the soundness of the installation of its system facilities, and not as a warranty of compaction or other restoration on private property.
- g. The Developer has submitted a copy of the recorded plat (if applicable).

24. LIMITATION PERIOD FOR ACCEPTANCE

The Developer agrees that the construction of the extension shall be carried out in a timely and efficient manner and further agrees that the extension shall be completed and ready for acceptance by the District within the Limitation Period for Acceptance (see Section 3b). If the Developer has executed a completion bond or set-aside letter, upon expiration of the period, the District may order the work done, or any remaining portion, and all costs and expenses incurred shall be reimbursed to the District from the bond company or financial institution holding the funds as provided in the set-aside letter; provided, that the amount of such reimbursement available shall not be deemed to limit the Developer's obligation to pay the total costs attributable to the work. If the work is completed beyond the period for acceptance, reimbursement shall also include the costs of renewal of this Agreement as described below.

If the extension is not completed and ready for acceptance within the limitation period, the Developer's rights under this Agreement shall cease and no additional administrative, engineering or legal services will be provided by the District unless and until the Developer makes a new application, or until the District consents to the renewal of the expired Agreement. If the District consents to the renewal of the Agreement, and if the District's actual costs incurred to the date of renewal exceed the amount of the fees collected by the District to the date of renewal, the Developer shall pay the difference. In addition, the Developer shall pay all administrative, legal, engineering and inspection costs attributable to the renewal. Any renewal shall be to the date twelve (12) months from the date of expiration of this Agreement without regard to the date of application or consent to such renewal.

25. BREACH OF CONTRACT – ATTORNEY FEES

A breach of any provision of this Agreement shall constitute a total breach, and shall subject the Developer to cancellation of the Agreement, forfeiture of deposits, and claim for costs and damages, as appropriate. The parties agree that in the event of litigation regarding the terms or performance of this Agreement, the substantially prevailing party shall be entitled to an award of reasonable attorney fees and costs, in addition to any other appropriate remedy.

26. TRANSFER OF RIGHTS AND DUTIES

This Agreement shall extend to and be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

27. INDEMNIFICATION

Developer agrees to defend, indemnify and hold harmless the District, its officials, officers, employees, representatives and agents from any losses, liabilities, claims, damages, or causes of action, including but not limited to costs and attorney’s fees incidental to defense thereof by the District, and from claims by third parties and by Developer’s own employees to which Developer might otherwise be immune under Title 51 RCW, arising out of or in connection with the performance of this Agreement, the “take” of threatened or endangered species as defined by federal law and regulations or the violation of sensitive or critical area laws and regulations. However, Developer shall not defend, indemnify or hold harmless the District from any losses, liabilities, claims, damages or causes of action arising out of the negligent acts or omissions of the District, its officials, officers, employees, representative or agents. This section has been mutually negotiated by the parties and for purposes of this section only, Developer waives any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. This section shall survive the termination or expiration of this Agreement.

DEVELOPERS NAME (print or type) [Must be owner of the Property]

Title (If corporate developer)

Developer’s Mailing Address

City State Zip

Developer’s Phone Number

Developer’s Fax Number

ADDITIONAL DEVELOPER'S SIGNATURE (SPOUSE, ETC.)

STATE OF _____)
: ss
County of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that _____ signed this instrument on oath, stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: _____

Notary Public in and for the State of _____
residing at _____
My Commission expires _____

CLARK REGIONAL WASTEWATER DISTRICT SIGNATURE SECTION

AUTHORIZED SIGNATORY
Approving Application and Agreement

Date: _____, 20____

STATE OF WASHINGTON)
: ss
County of Clark)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that _____ signed this instrument on oath, stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: _____

Notary Public in and for the State of WA, residing
at _____
My Commission expires _____

DEVELOPER'S ENGINEER'S NAME

License Number

Engineering Contact Person

Engineer's Mailing Address

City State Zip

Engineer's Phone Number

Engineer's Fax Number

To Be Provided Prior to Pre-Construction Conference:

SANITARY SEWER CONTRACTOR'S NAME

Registration Number

Contractor's Mailing Address

City State Zip

Contractor's Phone Number

Contractor's Fax Number

