

July 3, 2018

John Eliason  
King County Housing Authority  
600 Andover Park W.  
Seattle, WA 98188

Service Address: 9800 4<sup>th</sup> Avenue Southwest  
Service Request #: 1709619  
Project Description: Permanent Service

Dear Mr. Eliason,

Seattle City Light has reviewed your request for electrical service. This Service Construction Letter provides Seattle City Light's cost estimate, a description of the Seattle City Light scope of work for your project, general requirements, customer construction requirements, a construction requirements drawing, and an acceptance form that must be signed and returned.

This letter is the only copy you will receive. Please disperse copies as necessary to your project team including consultants, contractors, or other parties involved with your electric service installation.

Please review the following attachments:

- Attachment A - Seattle City Light Cost Estimate.  
This provides the cost and terms of the Seattle City Light work for your project.
- Attachment B - Seattle City Light Scope of Work.  
This outlines the electrical service installation work Seattle City Light will perform.
- Attachment C - General Customer Requirements.  
Not every general requirement may be applicable to your project. If you have any questions, please contact your electric service representative.
- Attachment D - Customer Construction Requirements.  
Completion of these requirements is the customer's responsibility in order for Seattle City Light to complete the necessary electric service installation work. Also take note of the Construction Requirements Drawing and relevant Seattle City Light Construction Standards and/or Material Standards.

- Attachment E - Service Construction Acceptance Form.  
To indicate your approval of this Service Construction Letter and all the associated attachments, please sign and return Attachment E per the instructions indicated on that form. Seattle City Light will not proceed with the design or schedule Seattle City Light crews for your project until we receive the signed and dated form and the appropriate payments.

Sincerely,

David Mannery  
Senior Electric Service Representative  
(206) 386-4245

cc: Rasmussen, T.  
Chief Electrical Inspector, Seattle Department of Construction and Inspection



## **Attachment A: Seattle City Light Cost Estimate**

Service Construction Letter Dated July 3, 2018  
Service Address: 9800 4<sup>th</sup> Avenue Southwest  
Service Request #: 1709619  
Project Description: Permanent Service

### **TOTAL PROJECT CHARGE**

Pay Seattle City Light the total project charge of \$696,580.00. This charge must be paid in full before the design engineers will finalize design and/or service can be approved for final connection and/or installation crews will be scheduled to complete the work.

Twenty percent (20%) of the estimated cost (including the amp fee) must be paid before Seattle City Light's engineer will finalize the design and/or installation crews will be scheduled to begin work. The twenty percent of the cost due at this time is \$139,316.00. A final billing will be rendered to adjust for the actual time and materials after the installation is complete. Any refund amount due will be paid to and sent to the invoiced party.

### **SUMMARY OF SEATTLE CITY LIGHT CHARGES**

#### **Ampere Fee Installation Charge:**

The fixed price ampere fee installation charge is \$75,712.00.  
See [http://clerk.seattle.gov/~CFS/CF\\_319279.pdf](http://clerk.seattle.gov/~CFS/CF_319279.pdf) for more information on this charge.

#### **Time and Materials Charge:**

The estimated time and material charge to complete the work itemized in Attachment B is \$620,868.00.

### **TERMS AND CONDITIONS**

Seattle City Light's electrical design and all charges described in this letter are in effect for 120 calendar days from the date of this letter. Seattle City Light's electrical design and the charges are subject to review after the 120-day period has expired even if the



customer has made a full or partial payment. Any change in the design of the customer's project will subject Seattle City Light's electrical design and cost estimate to further review.

## **Attachment B: Seattle City Light Scope of Work**

Service Construction Letter Dated July 3, 2018

Service Address: 9800 4<sup>th</sup> Avenue Southwest

Service Request #: 1709619

Project Description: Permanent Service

The following is a summary of Seattle City Light's scope of work.

### **Power Service Summary:**

- The electric service shall be 200 amperes, 120/240 volts, single-phase, three-wire (102 lots).
- The electric service shall be 100 amperes, 120/240 volts, single-phase, three-wire (six park service cabinets).
- The fault current will be 9,000 amperes at the multiple connectors in H-22 & H-25.
- The fault current will be 11,000 amperes at the multiple connectors in H-20 & H-26.
- The fault current will be 12,000 amperes at the multiple connectors in H-10 & H-17.
- The fault current will be 13,000 amperes at the multiple connectors in H-02.
- The fault current will be 14,000 amperes at the multiple connectors in H-15 & H-16.
- The fault current will be 15,000 amperes at the multiple connectors in H-01, H-04, H-09, H-11, & H-13.
- The fault current will be 16,000 amperes at the multiple connectors in H-07, H-12, H-18, & H-24.
- The fault current will be 17,000 amperes at the multiple connectors in H-27
- The fault current will be 19,000 amperes at the multiple connectors in H-08, H-14, & H-19.
- The fault current will be 20,000 amperes at the multiple connectors in H-03.
- The fault current will be 21,000 amperes at the multiple connectors in H-05, H-23, & H-28.
- The fault current will be 24,000 amperes at the multiple connectors in H-06 & H-21.

**For a Seattle City Light-installed service, Seattle City Light will:**

- Remove existing high voltage cable and equipment in vault V-670 prior to vault relocation.
- Extend remaining 10-feet of (2) 4-inch primary conduit into existing vault V-665.
- Install (1) 3-inch conduit from existing vault V-669 into handhole H-28.
- Provide and install transformers in vaults V-01, V-02, V-03, V-05 through V-10, & V-670.
- Provide and install high voltage load break junction boxes in vaults V-02, V-04, V-06, V-08, V-09, & V-670.
- Provide and install high voltage cables from existing vault V-665 to V-04 and from existing vault V-671 to relocated vault V-670.
- Provide and install high voltage cables from new vaults V-04 to V-02, V-02 to V-01, V-02 to V-03, V-04 to V-05, V-04 to V-06, V-06 to V-07, V-06 to V-08, V-08 to V-09, & V-670 to V-10.
- Provide and install low voltage multiple connectors in the transformer vaults V-01, V-02, V-03, V-05 through V-10, & V-670 and handholes H-01 through H-28.
- Provide and install low voltage cables between vaults and handholes.
- Make all high voltage electrical connections in existing vaults V-665, V-670, and V-671 and new vaults V-01 through V-10.
- Make all low voltage electrical connections in vaults and handholes.

Seattle City Light will perform the electrical service installation work unless you request that a licensed, private contractor of your choice does the work with Seattle City Light approving the plans. If a private contractor is approved to do the installation, Seattle City Light must perform and charge for engineering work, certain inspections, meter installations, and final connections. A separate estimate of these costs is available upon request.

## **Attachment C: General Customer Requirements**

Service Construction Letter Dated July 3, 2018

Service Address: 9800 4<sup>th</sup> Avenue Southwest

Service Request #: 1709619

Project Description: Permanent Service

### **Safety:**

- Locating underground utilities:  
Before digging, please contact the Utilities Underground Location Center ("One-Call") at 811 or 1-800-424-5555 at least two business days in advance to locate and mark underground utilities, per state law ([RCW 19.122](#)).
- Excavating near Seattle City Light facilities:  
All excavations adjacent to Seattle City Light poles or other facilities (vaults, handholes, etc.) shall comply with [WAC 296-155, Part N, Excavation, Trenching and Shoring](#). Pole protection/supporting systems used while excavating shall comply with [WAC 296-155-655, General Protection Requirements, item \(9\)](#) and shall not affect the structural integrity of poles while the systems are in place or after the systems have been removed.
- High-voltage working clearance:  
State law requires all construction workers, their tools, machinery, temporary structures, equipment and materials to maintain a minimum 10-foot clearance from many types of power lines ([WAC 296-24-960](#)). Seattle City Light transmission lines require even greater clearance. If this project requires work in proximity to any energized lines, we may de-energize and ground the lines, or relocate the lines temporarily. This work will be done at the customer's expense. The cost must be paid in advance of any work.
- Permanent structure clearances from high-voltage lines:  
See SCL D2-3 for acceptable clearances. Changes to Seattle City Light's system to meet appropriate clearances will be performed at the customer's expense. The cost must be paid in advance of any work.

### **Service Design:**

Provide and install an electrical service that complies with Seattle City Light's [Requirements for Electric Service Connection \(RESC\)](#) manual and the current Seattle City Light rate ordinance.

**Project Lead-Time:**

Schedules for completing installations may vary. Large projects may require extended lead-time (up to 18 months) to allow us to procure and prepare transformers, equipment, and materials. Any changes to the contract application terms must be made well before your estimated connection date if delays are to be avoided.

**Construction Responsibility:**

If the customer chooses to have a contractor install the service between the customer's service connection point and Seattle City Light's distribution system, Departmental Policy and Procedure (DPP) 500 P III-422 shall apply. Specifically, in section 6.1.4, the customer shall be responsible for the costs of maintenance, replacement, and/or repair of any contractor-provided and installed equipment and material that requires maintenance or fails within five years after the service installation is energized by Seattle City Light. Seattle City Light may, at its discretion, maintain, replace, and/or repair contractor-provided and -installed equipment and material that requires maintenance or fails within this five-year period and bill the customer for time and material expenses incurred.

**Construction Permit:**

If you will be trenching in a public right-of-way, you must obtain a permit from the local permitting authority. For permit information, please contact City of Seattle Department of Transportation for projects within Seattle city limits, or your appropriate jurisdiction for projects outside Seattle city limits.

**Construction Materials Inspection:**

Use Seattle City Light approved conduit manufacturers only. Refer to SCL 7015.05, 7050.05 and 7055.09 for lists of approved conduit manufacturers. Note manufacturer limitations for PVC female adapters given on the material standard.

**Vault and Conduit Installation Inspection:**

- Please contact your electric service representative two business days in advance of pouring pad and vault structures, and before backfilling trenches, to schedule a Seattle City Light inspector to observe construction and perform inspection.
- No inspection will be made unless shoring for excavation complies with WAC 296-155 Part N, Excavation, Trenching, and Shoring.



- The Seattle City Light inspector must inspect all aspects of enclosures and vaults, including, but not limited to, access, walls/floor/ceiling construction, conduit penetrations, grounding, and secondary bus bars before the enclosures and vaults will be approved for service.
- The Seattle City Light inspector must inspect and approve the conduit trench, trench bedding, conduits, Mandreling of conduits, and trench backfill before covering the trench.

### **Installation of Facilities for Other Utilities:**

The specifications referenced by this letter do not include facilities for other utilities serving this project. However, for Seattle City Light installation of conduits and small handholes for other utilities in the public right-of-way, the customer must:

- Obtain written installation specifications from each franchised utility requesting installation of facilities by Seattle City Light.
- Forward these specifications to Seattle City Light at least two weeks before Seattle City Light is to begin underground construction in the right-of-way.
- Seattle City Light will review the specifications and the customer will be billed an estimated cost of the time & materials for Seattle City Light work required by the specifications.

### **Preventing Water from Entering the Building:**

Prevent water from entering customer's service equipment or building from transformer pad through customer's low-voltage service conduits or bus gutter, and conduit's/gutter's wall/floor/ceiling penetration. Install conduits and equipment at elevations that will prevent water from entering building.

### **Motor Loads:**

Meet the requirements outlined in Chapter 12 of the RESC manual describing Seattle City Light requirements for starting electric motors and other special loads. Electric motors with locked-rotor currents that exceed the maximum allowable motor starting-current limitations described in the RESC manual shall be installed with current-limiting motor starting devices.

### **Notification of Added Load:**

When you add load to your service, you must notify Seattle City Light per SMC 21.49 (S) and WAC 480.100.148 (1).

**Electromagnetic Interference:**

The building's service entrance equipment, including customer switchgear and Seattle City Light cables, may produce electromagnetic fields that may affect sensitive equipment such as computer monitors. It is the customer's responsibility to design and construct the building to avoid these effects.

**Power Surges, Faults, Transients, and Outages:**

Power surges, faults, electrical transients, planned and emergency power outages, other occurrences not within Seattle City Light's control, or mechanical failure may affect your electrical equipment, your electrical system, or the availability of electricity to your building. You may avoid such problems by providing at your expense protective devices or backup generation equipment for power outages. It is your responsibility to take the above steps as provided by city ordinance SMC 21.49.110 (G) and (Q).

**Metering:**

- Meet Seattle City Light-accepted Electric Utility Service Equipment Requirements Committee (EUSERC) standards.
- Install metering equipment according to Seattle City Light's RESC manual, chapter 11.
- Provide current transformer enclosures as described in EUSERC 322 and 324.
- The customer shall provide the meter base.
- Meter bases shall comply with SCL DU13-4/NMT-30 and EUSERC 336.
- Commercial services require block by-pass or safety sockets. Safety sockets are required where the service voltage is 277V to neutral or 480V phase to phase.
- If the electrical meters are to be located inside the building and the building or meter room is to be locked, Seattle City Light will provide a key box without a cover to be installed by the contractor near the building's entry door. It is the customer's responsibility to supply a key that provides access into the building. The key will be stored in the key box. The key must be given to the electric service representative before service will be approved for self-contained meter installation.
- Prior to approval of service and meter installation, all separately metered spaces and their meter sockets must be identified by final space or unit number, letter designation, and/or street address.
- Permanent switchboard metered services shall not have the electric meter located on the switchboard door adjacent to the current transformer compartment. The meter shall be located in a remote single meter base with a test switch provision on the nearest possible wall and connected by a 1 inch

minimum conduit. NOTE: Permanent engraved phenolic unit or equipment designation labeling is required at both the meter base and the switchboard.

- For switchgear with an Arch Flash Warning label calculated at, or greater than 60 cal/cm<sup>2</sup>, Seattle City Light will require a service disconnect to perform maintenance or improvements in the Seattle City Light metering current transformer compartment.

### **Temporary Totalized Metering:**

At Seattle City Light's discretion, Temporary Totalized Metering may be utilized to capture a customer's total consumption for billing purposes. This temporary metering will generally apply to a project during initial construction, but may be used when a customer is altering or upgrading their service entrance equipment. All required equipment for this metering will be the sole responsibility of Seattle City Light, and all metered consumption will be billed in accordance with the appropriate rate schedule.

### **Contractor's Pre-Installation Checklist for Multi-Unit Metering:**

Once the facility is ready for permanent meter installation, it is the responsibility of the property owner or contractor to contact Seattle City Light, and to ensure that all metering facilities are prepared according to Seattle City Light's specifications. Failure to abide by Seattle City Light specifications may result in additional trip charges and installation delays. Seattle City Light is the final inspecting authority having jurisdiction over the meter to customer connections.

- **Certificate of Occupancy** (C of O) is posted at job sight and a copy provided to ESR/ESE.
- **Parking** - Adequate parking is available close to the metering location. (SCL Meter Crews need to park for the duration of the work due to the amount of equipment that needs to be transported).
- **Access** - The meter rooms and passage ways are clean and clear of all equipment/debris.
- **Lighting** - Adequate lighting provided by contractor to safely perform the work.
- **Meter Base Labels** - Meter bases shall have engraved phenolic nameplates installed on the cover of the meter socket identifying the final space or unit number, letter designation, and/or street address. Note: Felt-tip pens and label marker tape are not permanent markings.
- **Unit Labels** - All units receiving meters shall have at least temporary identification at the main entrance of the space. Note: It is imperative to notify the Electrical Service Representative/Engineer (ESR/ESE) if the address changes after meter installation.

- **Panels Safe to Energize** - All unit electrical distribution panels have been approved for service by an electrical code inspector and are safe to energize. Note: These panels must be energized to perform space checks at the time of meter installation.
- **Electrical Contractor on Site** - Electricians are available at time of meter install to operate breakers or switches and install/remove panel covers as needed.
- **Access for Space Check** - All units are safe and accessible to perform space checks at the time of meter installation.
- **Key Box Installed** - Note: The key box without a cover will be provided by the ESR/ESE.

#### **Online References:**

The following City of Seattle reference documents may be viewed on the Internet:

- **Seattle City Light New Construction Web Site:** Customer resources for new construction are available at <http://www.seattle.gov/light/newconstruction/>
- **Seattle City Light Construction Guidelines and Material Standards Online:** Current Seattle City Light guidelines and standards are available at <http://www.seattle.gov/light/engstd/>
- **Seattle City Light Requirements for Electric Service Connection Online:** The entire RESC manual is available at <http://www.seattle.gov/light/electricservice/requirement.asp>

## **Attachment D: Customer Construction Requirements Multi-Lot Residential Development**

Service Construction Letter Dated July 3, 2018  
Service Address: 9800 4<sup>th</sup> Avenue Southwest  
Service Request #: 1709619  
Project Description: Permanent Service

The following is a summary of the customer construction requirements to support the Seattle City Light service installation. The transformer vaults will be served from Seattle City Light's looped radial (URD) distribution system and shall conform to Seattle City Light Construction Standards specified for this system. Standard requirements that apply to Network system vaults do not apply to this specification except as noted below.

### **Easement:**

- The customer must grant Seattle City Light an easement over the area of the site in which the distribution system (those facilities needed to serve more than one lot) will be built. The easement must be secured before the service will be connected (or provide proof of an existing easement to Seattle City Light). The easement document is not part of this letter and will be prepared separately.

### **PRECAST TRANSFORMER VAULT**

This electrical service will require a Seattle City Light transformer vault to be constructed on the customer's property, hereafter referred to as the "Customer Vault". The Customer Vault shall conform to the following Seattle City Light Construction Standard for location:

- **SCL U10-7** Requirements for Transformer Pads and External, Below-Grade Transformer Service Vaults, Looped Radial System

The Customer Vaults (V-01, V-02, V-03, V-05 through V-10, & V-670) are designed to accommodate a maximum transformer capacity of 75KVA each vault.

### **Precast Vaults (V-01 through V-10 and V-670):**

- Provide and install four 577-LDA vaults, each vault shall consist of a cover slab, a base, and a removable divider wall. Each cover slab shall have one non-slip solid hatch and one grated vent hatch.

- Provide and install five 577-LA vaults, each vault shall consist of a cover slab and a base. Each cover slab shall have one non-slip solid hatch and one grated vent hatch.
- Provide and install one 577-LA vault, vault shall consist of a cover slab and a base. Cover slab shall have two non-slip solid hatches.
- Relocate vault V-670, install one removable divider wall, and upgrade cover slab (two hatches per slab) with one non-slip solid hatch and one grated vent hatch.

**Note:** All vaults per SCL Construction Standards 0232.05, U2-14.2, and SCL Material Standard 7203.41.

#### **Vault Access:**

- Provide properly supported, unobstructed access from the right-of-way to the vault for Seattle City Light equipment-handling machinery. Seattle City Light must be able to move all electrical equipment including transformers using Seattle City Light equipment-handling machinery.
- Provide 20-foot clear space above each vault so that Seattle City Light van move transformers using Seattle City Light equipment-handling machinery.
- Provide a permanent, level, unobstructed 8-foot wide working area around the vault.

#### **Grounding Electrode System:**

- Provide and install a grounding electrode system per Seattle City Light Construction Standard 0461.10 and per sketch (Sheet 9 of 9), or when specifically directed by the Seattle City Light inspector. The Seattle City Light reviewer shall have final approval where inconsistencies maybe present between Seattle City Light Site Plan and Seattle City Light Construction Standard.
- After grounding is complete, a Seattle City Light reviewer must test and approve grounding before vaults will be accepted for service.

#### **Soundproofing:**

- Isolate the transformer vaults so that sound and vibration levels from the transformers satisfy applicable laws and ordinances of the State of Washington, King County.

## **PRIMARY (HIGH VOLTAGE) CONDUITS**

### **Conduits:**

- Trench to existing energized SCL vault V-665, provide and install two 4-inch SCH-40 PVC primary conduits from V-04 to 10' away from V-665. SCL will extend the remaining 10' of conduit into V-665. Coordinate conduit penetration location and elevation for V-665 with SCL crew.
- Provide and install two 4-inch SCH-40 PVC primary conduits between:
  - V-01 and V-02, V-02 and V-03, V-02 and V-04, V-04 and V-05, V-04 and V-06, V-06 and V-07, V-06 and V-08, V-08 and V-09, V-670 and V-10, and stub V-09 west per conduit schedule.
- After relocation of V-670, provide and extend two 4-inch SCH-40 PVC primary conduits from existing conduit from V-671 into V-670.
- A maximum of 180 degrees of bends of 4-foot radius are allowed in the primary conduit run, less bend is preferable.
- See attached Seattle City Light Vault Details for conduit entry locations.

**Note:** *Install all primary conduits per SCL construction guidelines/standards 0214.00, 0222.02, 0224.05, U2-11.40, 0226.06, and as shown on the attached Seattle City Light Site Plan.*

### **End Bells:**

- Provide and install PVC type DB-120 conduit end bells flush with the interior walls on all conduits entering the vaults. The conduits shall be grouted, both the inside and outside of the vaults. See Seattle City Light Material Standard 7055.09 for approved manufactures.

### **Cleaning and Inspection:**

- Clean and mandrel the conduits, then provide and install a pull tape with sequential footage markings and a marking tape per Seattle City Light Construction Guideline U2-11.40/NDK-40.
- Seattle City Light inspector or Electrical Service Consultant must inspect conduit trench, trench bedding, conduits, mandreling conduits, and trench backfill before covering trench.

## **SECONDARY HANDHOLES (H-01 through H-28)**

- Provide and install nine 444-LA handholes (H-02, H-05, H-06, H-08, H-13, H-18, H-19, H-21, H-23) with 12-inch risers from Oldcastle Precast or City Light approved equivalent.
- Provide and install sixteen 233-LA handholes (H-01, H-03, H-04, H-07, H-09, H-10, H-11, H-12, H-14, H-15, H-16, H-17, H-20, H-22, H-24, H-25) with 12-inch risers from Oldcastle Precast or City Light approved equivalent.
- Provide and install three 1728 handholes (H-26, H-27, & H-28) with 12-inch risers from Oldcastle Precast or City Light approved equivalent.
- Install handholes at the location shown on the attached Seattle City Light Site Plan (sidewalk).
- Ground handhole per Seattle City Light Construction Standards 0231.01, 0233.05, 0461.10, and per sketch (Sheet 9 of 9). The Seattle City Light reviewer shall have final approval where inconsistencies maybe present between Seattle City Light Site Plan and Seattle City Light Construction Standard.
- After grounding is complete, a Seattle City Light reviewer must test and approve grounding before vaults will be accepted for service.

**Note:** *Install handholes in accordance with SCL construction guidelines 0232.05, 0231.01 & U2 11.2, and SCL Material Standards 7203.08, 7203.09, and 7203.26*

## **SECONDARY CONDUITS**

### **Conduits:**

- Provide and install one 3-inch SCH-40 PVC secondary conduit between:  
V-03 and H-27
- Provide and install two 3-inch SCH-40 PVC secondary conduits between:  
V-01 and H-01, V-01 and H-26, V-02 and H-03, V-02 and H-04, H-06 and H-07, H-09 and H-10, V-06 and H-11, V-06 and H-12, H-14 and H-15, V-08 and H-16, H-18 and H-17, V-09 and H-20, V-670 and H-22, and V-10 and H-25.
- Provide and install two 4-inch SCH-40 PVC secondary conduits between:  
V-01 and H-02, V-03 and H-05, V-03 and H-06, V-05 and H-08, V-05 and H-09, V-07 and H-13, V-07 and H-14, V-08 and H-18, V-09 and H-19, V-670 and H-21, V-10 and H-23, and H-23 and H-24.
- Trench to existing energized SCL vault V-669, SCL will install conduit from H-28 into V-669. Coordinate conduit penetration location and elevation for V-669 with SCL crew.
- A maximum of 180 degrees of bends of 3-foot radius are allowed in the secondary conduit run, less bend is preferable.



- See attached Seattle City Light Site Plan for conduit entry locations.

**Note:** *Install all secondary conduits per SCL construction guidelines/standards 0214.00, 0224.05, U2-11.40, 0231.01. All secondary conduit installed in easement shall follow 0224.07 as shown on the attached Seattle City Light Site Plan.*

#### **End Bells:**

- Provide and install PVC type DB-120 conduit end bells flush with the interior walls on all conduits entering the vaults. The conduits shall be grouted, both the inside and outside of the vaults. See Seattle City Light Material Standard 7055.09 for approved manufactures.

#### **Cleaning and Inspection:**

- Clean and mandrel the conduits, then provide and install a pull tape with sequential footage markings and a marking tape per Seattle City Light Construction Guideline U2-11.40/NDK-40.
- Seattle City Light inspector or Electrical Service Consultant must inspect conduit trench, trench bedding, conduits, mandreling conduits, and trench backfill before covering trench.

#### **SERVICE CONDUITS TO EACH LOT (102 LOTS & 6 SVC CABINETS)**

#### **Conduits:**

- Provide and install 3-inch conduit stub from the designated secondary handhole to each designated lot or park service cabinet as indicated on the attached Seattle City Light Site Plan.
- A maximum of 270 degrees of bends of 3-foot radius are allowed in the service conduit run, less bend is preferable.
- Plug all conduit stubs and mark the capped location on each lot.
- Service conduit duct bank with two or more conduits shall be installed similar to Figure 4.1 of standard 0222.02, with two columns of conduit per trench. See sheet 9 of 9 of the Site Plan drawings.

#### **End Bells:**

- Provide and install PVC type DB-120 conduit end bells flush with the interior walls on all conduits entering the vaults. The conduits shall be grouted, both the inside

and outside of the vaults. See Seattle City Light Material Standard 7055.09 for approved manufactures.

### **Cleaning and Inspection:**

- Clean and mandrel the conduits, then provide and install a pull tape with sequential footage markings and a marking tape per Seattle City Light Construction Guideline U2-11.40/NDK-40.
- Seattle City Light inspector or Electrical Service Consultant must inspect conduit trench, trench bedding, conduits, mandreling conduits, and trench backfill before covering trench.

### **NOTE**

- If there are inconsistencies in the information between the Seattle City Light Site Plan and the service letter, please contact the Seattle City Light engineer for clarification. Do not make assumptions on the matter, instead seek clarification from engineer to avoid possible additional site work.

### **REFERENCE**

- Seattle City Light Standards for Electrical Service, 2018 Edition

### **ENCLOSURE**

- Seattle City Light Site Plan

**Attachment E: Service Construction Acceptance Form**

Service Address: 9800 4<sup>th</sup> Avenue Southwest  
Service Request #: 1709619  
Project Description: Permanent Service

By returning this Service Construction Acceptance Form signed and dated July 3, 2018, the customer agrees with all the terms and conditions of the Service Construction Letter including its attachments: Seattle City Light Cost Estimate; Seattle City Light Scope of Work; General Customer Requirements; Customer Construction Requirements; and Construction Requirements Drawing.

**NOTE: Should you desire to make changes after this agreement has been executed, submit the Service Request Change Order Form with applicable revised project plans to the Seattle City Light Intake Desk. Additional Seattle City Light charges may be incurred. Please contact your Seattle City Light Electric Service Consultant listed below for additional details.**

Print Name: Daniel R Watson Title: Deputy Director

Signature:  Date: 9/24/18  
(Owner/Authorized Representative)

Contact Phone: \_\_\_\_\_

**Mail to:**

Seattle City Light  
Attn: SCL Intake Desk  
1300 N. 97<sup>th</sup> St.  
Seattle, WA 98103-3320  
David Mannery- Senior Electric Service Representative  
(206) 386-4245  
E: Dimmett, K.\bk

**KING COUNTY WATER DISTRICT NO. 20  
Burien, Washington**

**DEVELOPER EXTENSION AGREEMENT**

**WATER SYSTEM IMPROVEMENTS**

This Developer Extension Agreement ("Agreement") is entered into effective this 31st day of January, 2020, by and between Housing Authority of the County of King (the "Developer") and King County Water District No. 20, a Washington municipal corporation (the "District").

The Developer hereby enters into this Agreement with the District for permission to construct and install an extension to the District's public water system as herein provided and in accordance with Chapter 57.22 RCW. The Developer makes the following representations and agreements:

**Developer(s): (Print legal name of entity, or if Developer is an individual, the last name, first name, and initial)**

1. Housing Authority of the County of King, dba King County Housing Authority

2. \_\_\_\_\_

3. \_\_\_\_\_

**Legal Description (abbreviated: i.e. lot, block, plat of section, township, range):**

Section 6, Township 23N, Range 4E W.M.

Full legal description is on page \_\_\_\_\_ of document.

**Assessor's Property Tax Parcel / Account Number:** 2895810280/289581028007,  
2895810340/289581034005, 2895810290/289581029005, 2895810350/289581035002,  
2895810300/289581030003, 2895810360/289581036000, 2895810310/289581031001,  
2895810370/289581037008, 2895810320/289581032009, 2895810380/289581038006,  
2895810330/289581033007, 2895810390/289581039004, 2895810400/289581040002,  
2895810410/289581041000

**1. LOCATION OF EXTENSION**

The proposed extension will be installed in roads and/or easements and/or on other approved rights-of-way and shall be for the use and benefit of the property hereinafter described as follows:

**Street Address of Property:**

9702 5th Lane, Seattle, WA 98106

**Legal Description of Property:**

Section 6, Township 23 N, Range 4 E, W.M., Parcels Z-203, Z-204, Z-205, Z-206, Z-207, Z-208, Z-209, Z-210, Z-211, Z-212, Z-213, Z-214, Z-215, and Z-216 as shown in Greenbridge Division 2 Master Plat (Recording #20081125000124).

**2. DESCRIPTION OF IMPROVEMENTS AND OWNERSHIP**

The proposed extension project will consist of the following system improvements:

- Water System Extension
- or
- Secondary Water Facilities:

Detailed Description of Improvements: Construct approximately 4,022 linear feet of water main, fire protection, and service for (102) homes and (6) parks for Greenbridge Division 8.

The water main and appurtenances shall be installed in accordance with the plans and specifications approved by the District, and in accordance with the standards and conditions for constructing extensions to the water system adopted by the Board of Commissioners of the District, the terms and conditions of which are attached hereto and made a part hereof.

Developer represents, guarantees and warrants that it is the owner of the property described above. Developer shall upon request provide the District with a title report and other documents acceptable to the District establishing Developer's ownership of the subject property and that the persons executing this Agreement on behalf of the Developer are the legal owners of the property or the authorized representatives of the Developer.

### 3. FEES AND CHARGES

Revised, see  
addendum

A. *All costs incurred by the District in connection with this extension project shall be borne by the Developer.*

Initials: MB

Revised, see  
addendum

~~B. The Developer shall pay the required administrative fee (\$150.00 non-refundable) at the time the Application is submitted to the District.~~

C. The District shall determine the amount of the Developer Extension fees and deposits. These extension fees and deposits shall be considered payments towards all costs to be incurred by the District for inspection, engineering, legal, financial or other services performed by or for the District relating to this project. The Developer shall be responsible for the payment of the actual costs, plus 30% overhead, incurred by the District before the project is accepted by the District. The fees and deposits required under this Agreement shall be paid to the District in consideration of the following work or services relating to the project:

1. District administration
2. Preparation and/or review of distribution system plans and specifications
3. Construction inspection
4. Advice regarding the District requirements
5. Completion of construction record drawings (CRD) and GIS Map Update and preparation and/or review other property documents (e.g. Bill of Sale, Easements, etc.)
6. Additional services as described in Section 1.7 of Regulations – Extension to the Water System.

D. If actual expenses exceed the deposits paid by Developer, the difference shall be paid by the Developer to the District. If the District determines after the project is completed and accepted that expenses were less than the deposits, then the balance of the deposit shall be refunded to the Developer.

E. The estimate of expenses provided by the District does not include an allowance for any extraordinary costs incurred by the District for property surveys, hydraulic modeling, changes in design, necessary construction inspection, project coordination, errors or omissions by the Developer, its contractor or agents, unusual negotiations, legal expenses or any other project related costs. The District will bill the Developer for any extraordinary costs which shall be paid promptly by the Developer. The Developer understands and acknowledges that the District may stop work on the project until payment of all amounts due and owing under this Agreement is made.

- F. ~~The Developer shall pay the amount of the District's current Capital Facilities Charge for each metered connection to the system and any other applicable connection charges adopted by the District. Meter Services Charges shall also be paid for each service meter connection to the District's water system. These charges shall be per each meter and are assessed based on the size of meter.~~
- G. Final costs not covered by the original deposits, including the Capital Facilities and Meter Facilities charges, shall be paid before the water system extension is accepted by the District and water service provided.
- H. All of the charges detailed herein shall be and become a lien on the property described in Paragraph 1 above in accordance with RCW 57.08.081.

#### 4. DESIGN AND CONSTRUCTION

The design and construction of the water mains and appurtenances shall be in accordance with and subject to standards of design and construction set forth in the District's "Developer Extension Manual" and other related standards, as interpreted by the District. The Developer acknowledges receipt of the District's Developers Extension Manual, the contents of which are hereby incorporated by reference.

#### 5. REIMBURSEMENT APPLICATION

The Developer may apply to the District for a reimbursement agreement as stated on the Developer Extension checklist. The application for a reimbursement agreement shall be made to the District prior to submittal of the project bill of sale for the extension facilities and prior to the District's final acceptance of the extension facilities. Once the Developer's bill of sale is submitted to the District, the Developer's right to apply for a reimbursement agreement shall expire and no longer exist.

#### 6. FINAL ACCEPTANCE - CONDITIONS PRECEDENT

Compliance with all terms and conditions of this Agreement, the Plans and Specifications and other District requirements is a condition precedent to the District's obligation to allow connection to the District's water system, to accept the bill of sale to the extension(s), to maintain and operate the extension(s), and to provide service to the real property described in this Agreement.

The District shall not be obligated to accept title to the extension(s) or to provide service to the property described in this Agreement if construction by third parties of facilities to be transferred and conveyed to the District is incomplete and those facilities are necessary to provide service to the subject property.

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

Acceptance by District shall cause the extension improvements to be subject to the control, use, and operation of the District and all regulations and conditions of service and service charges as the District determines to be reasonable and proper.

**7. RESPONSIBILITY FOR PROJECT MANAGEMENT**

The Developer shall be responsible for project management and coordination. Project management includes, but is not limited to, overall project coordination, utility and road locations and elevations.

**8. LIMITATION OF PERIOD FOR ACCEPTANCE**

Revised, see addendum

~~The extension project shall be completed and accepted within two years of the date of execution of this Agreement by the District. If the extension project is not completed and accepted within two years, then the Developer's rights under this Agreement shall cease and no additional water services shall be connected to the extension facilities unless and until Developer shall make a new agreement with the District or the District consents to the renewal of the existing Agreement and Developer shall pay the additional administrative, legal and engineering costs involved, all as determined by the District's General Manager.~~

**9. GOVERNING LAW/FORUM**

Initials: MM

This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Washington. Any lawsuit suit to enforce the provisions of this Agreement shall be brought in the Superior Court of King County, Washington.

**10. NO THIRD PARTY SHALL HAVE ANY RIGHT HEREUNDER**

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

The Developer's rights and responsibilities arising out of this Agreement are not assignable unless District consent and approval is obtained prior to any assignment. The District may, in its sole discretion, impose conditions on its consent and approval of the Developer's assignment of this Agreement. Written documents as required by the District of any District approved assignment shall be filed with the District by the Developer at the time of any assignment. Any assignment that does not comply with the terms and conditions of this paragraph shall be void and unenforceable.



11. **DOCUMENTS REQUIRED PRIOR TO PROVISION OF WATER SERVICE**

Revised, see  
addendum

Upon completion of construction and prior to provision of water service, the Developer shall provide to the District final executed copies of the following documents: all final easements, the bill of sale, certification of construction costs, the real property license (if required), valid backflow test reports, and any other documents required by this Agreement.

Upon receipt and acceptance of these documents by the District, water meters will be unlocked and water service to the property will commence. No water meters will be unlocked and water service will not begin until the District's receipt and acceptance of these documents. Any unused portions of the document fee deposit will be refunded to the Developer after the two-year warranty period.

**Any unauthorized use of water or connection to the District's system, such as through a fire hydrant or other means, shall be subject to a \$1,000.00 fine.**

12. **REMEDIES AVAILABLE TO DISTRICT - UNPAID ACCOUNTS TO BECOME LIENS AGAINST PROPERTY**

If Developer fails to pay, when due, any fees or charges, or to reimburse District for any fees, costs, or expenses incurred as a result of District entering into this Agreement, then the outstanding amount shall be delinquent and shall accrue interest at the rate of six (6) percent, or at the highest legal rate per annum, whichever is greater, until fully paid. In addition to other remedies, Developer specifically authorizes District to:

A. File a lien against the Property identified in this Agreement (benefiting property) at any time this Project has an amount owing that has not been paid in full within 30 days of notification by District that the account is in arrears, and;

B. Commence foreclosure proceedings of any such lien in the manner established by RCW 57.08.081 to recover any fee, cost or expense owing the District.

District may also stop work on the project upon failure of Developer to reimburse District in a timely manner, or if unusual costs are incurred that exceed the deposit amounts. All work performed by Developer during a period of work stoppage by District due to an insufficient account balance shall be subject to full inspection, or re-inspection, including exposing all buried facilities upon resumption of activity on the project by District.

### **13. INSURANCE**

The Developer shall procure and maintain for the duration of the Agreement, commercial general liability and automobile liability insurance on an occurrence basis against liability to the Developer, the District, the District's elected and appointed officials, employees, agents and volunteers in the amounts and with the coverages as provided in the Insurance Requirements for Developer Extension Agreements contained in the Developer Extension Manual which is incorporated herein by this reference.

### **14. INDEMNIFICATION**

Developer shall indemnify, defend and hold District, its elected officials, employees and representatives, harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of the extension project, except for injuries and damages caused by the sole negligence of District.

Developer shall indemnify, defend and hold District harmless from any liability or expense, including attorney fees, incurred by District by reason of Developer's (or Developer's employees or contractors) breach of any covenant contained in any franchise or permit granted by state, city, or public or private utility, or any easement granted by a private party to District for the purpose of enabling Developer to undertake construction within any right-of-way or on off-site private property. Developer further agrees that if any official or easement grantor notifies the District that Developer is violating the District's franchise, permit or easement in any respect, or if Developer damages any infrastructure facilities, then District shall give Developer reasonable notice to comply with the franchise or permit or to make repairs or restoration. If District deems it necessary to make any repairs or restoration (emergency or otherwise), then Developer shall, in addition to the indemnification provisions, reimburse District for the cost thereof.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Developer, or Developer's agents, and District, its elected officials, employees, and representatives, Developer's liability hereunder shall be only to the extent of Developer's or Developer's agent's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Developer's waiver of immunity under the Industrial Insurance, Title 51, RCW, solely for the purposes of this indemnification. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES. Developer further agrees to indemnify, defend and hold District harmless against all liabilities associated with any of the Developer's agent's failure, or refusal, to waive immunity under Industrial Insurance, Title 51 RCW. The provisions of this section shall survive the expiration or termination of this Agreement.

**15. AGREEMENT**


The Developer, as owner of the herein described property, has read and accepts the terms and conditions set forth in this Agreement and the Developer Extension Manual.

Housing Authority of the County of King  
Name of Developer

By:   
Signature of Authorized Representative

**KING COUNTY WATER DISTRICT NO. 20**

Upon compliance with the terms and conditions of this Agreement by the above-named Developer, King County Water District No. 20 will accept said extension and furnish water service thereto.

By:   
Michael Martin  
General Manager  
King County Water District No. 20

## ADDENDUM TO DEVELOPER EXTENSION AGREEMENT GREENBRIDGE DIVISION 8

On January 31, 2020, HOUSING AUTHORITY OF THE COUNTY OF KING, a Washington municipal corporation (the "Developer") and KING COUNTY WATER DISTRICT NO. 20, a Washington Municipal corporation (the "District") entered into that certain Developer Extension Agreement (the "Agreement") for water system improvements. Developer and District desire to add this addendum to the Agreement in order to include the provisions below.

1. Section 3.B shall be replaced in its entirety as follows, "The Developer's administrative fee (\$150.00 non-refundable) is waived by the District Manager."
2. Section 3.C shall include the following provision, "The Developer has paid King County Water District No. 45 \$360,679.38 in general facilities charges and meter charges and \$24,167.00 in engineering deposits and other administrative fees. With the expiration of the King County Water District No. 45 Developer Extension Agreement, the Developer is subject to King County Water District No. 20's published Facilities Charges Schedule (See Exhibit A). With the \$360,679.38 on deposit with the District, the Developer is responsible for the difference in general facilities charges of \$222,864.38 as calculated by the District."
3. Section 3.F shall be replaced in its entirety as follows, "The Developer shall pay and be vested to the amount of the District's 2020 published Facilities Charges Schedule (see Exhibit A) for each metered connection to the system and any other applicable connection charges adopted by the District. Meter Services Charges shall also be paid for each service meter connection to the District's water system. These charges shall be per each meter and are assessed based on the size of meter. If the extension project is not completed and accepted within five years, then the Agreement may be extended on an annual basis upon the mutual consent of the District and Developer. Upon extension, Developer shall pay the additional administrative, legal, and engineering costs involved, all as determined by the District's General Manager."
4. Section 8 shall be replaced in its entirety as follows, "The extension project shall be completed and accepted within five years of the date of execution of this Agreement by the District. If the extension project is not completed and accepted within five years, then the Agreement may be extended on an annual basis upon the mutual consent of the District and Developer. Upon extension, Developer shall pay the additional administrative, legal, and engineering costs involved, all as determined by the District's General Manager."
5. Section 11 shall include the following provision, "Upon execution of this Agreement, Developer shall provide a fully executed IRREVOCABLE LETTER OF CREDIT (see Exhibit B) to the District; this document shall replace the requirement of a performance bond."

Except as set forth herein, all the provisions of the Agreement executed by the Housing Authority of the County of King and King County Water District No. 20 remain in full force and effort.

Executed this 29th day of January, 2020.

**King County Water District No. 20**

By: 

Title: General Manager

**Housing Authority of the County of King**

By: 

Title: Executive Director

EXHIBIT A – 2020 FACILITIES CHARGES SCHEDULE



### Information and Rates for Developers and Builders

**WATER AVAILABILITY CERTIFICATE:**  
Per Certificate \$ 35.00

King County Certificate of Water Availability  
City of Burien Certificate of Water Availability

**DEVELOPER'S EXTENSION MANUAL:**  
Per Manual \$ 30.00

**NEW METER AND SERVICE INSTALLATION CHARGES:**

The meter installation cost is comprised of two factors – the cost of the equipment and installation plus the Capital Facilities Charge. The charges are as follows:

**SINGLE FAMILY RESIDENTIAL:**

Meter Size	WD 20 Installation	WD 20 Facilities	SPU Regional Facility Cost	Total Cost
1"	\$3,305.25	\$4,530	\$1,081	\$8,916.25

**COMMERCIAL AND MULTI-FAMILY:**

The total cost is the sum of the meter installation charge plus the Facilities Charge which are determined by the size of the meter. Installation of meters larger than one inch is based on time and material with a minimum cost of \$3,575.00. If total time and material exceeds \$3,575.00, the customer pays the added cost. The rates are as follows:

Meter Size	WD 20 Installation	WD 20 Facilities	SPU Regional Facility Cost	Total Cost
1"	\$3,305.25	\$4,530	\$1,081	\$8,916.25
1-1/2"	\$3,813.75(min)	\$22,650	\$ 4,825	\$ 31,288.75
2"	\$3,813.75(min)	\$36,240	\$ 7,720	\$ 47,773.75
3"	\$3,813.75(min)	\$72,480	\$21,230	\$ 97,523.75
4"	\$3,813.75(min)	\$113,250	\$29,915	\$146,978.75

## CONTRACT FOR DEVELOPER EXTENSION

**SOUTHWEST SUBURBAN SEWER DISTRICT**, hereinafter referred to as "District," and KING COUNTY HOUSING AUTHORITY, hereinafter referred to as "Developer" enter into the following agreement, hereinafter referred to as "Contract," and make the following mutual promises and covenants as considerations for the District providing a sewer connection to the proposed developer extension and the Developer constructing the proposed developer extension pursuant to the terms and conditions of the Contract and agreeing to convey and transfer the improvements to the District pursuant to the terms and conditions of this Contract upon completion of the developer extension. The proposed extension of the sanitary sewers will be installed in the road, easements and/or other approved rights-of-way and shall be for the use and benefit of the property legally described as follows:

The parties, in consideration of the following expressed mutual covenants and promises, agree, promise and covenant as follows:

### **I. DISTRICT**

The District promises, covenants and agrees to the following terms and conditions:

(a) The District and/or its representative shall periodically inspect the developer extension, while under construction, to verify that the developer extension complies with the design standards and construction specifications of the District; and conforms with the present rules, regulations and resolutions of the District and conforms to the terms of said Contract. Such inspection shall in no way relieve the developer of its responsibility for compliance with the terms of the Contract and Contract specifications as well as the rules and regulations as imposed by the County or other agencies.

(b) The District agrees to allow the developer to make the connection to the present sewer system of the District upon the completion of the developer extension by the Developer upon its fulfillment of the terms and conditions of the Contract, and when the Developer has delivered to the District a bill of sale, obtained the necessary permits and easements, and the extension has been approved by the consultants, and accepted by the Board of Commissioners. The action of the District shall be formalized by resolution passed by the Board of Commissioners authorizing the District, through its staff, to make the connection between the developer extension and the District's sewer system.

(c) Connection of the extension by the District shall not relieve the Developer of the obligations to correct defects in labor and/or materials as heretofore provided and/or the obligations set forth in the applicable paragraphs hereto. The connections of the extension authorized by the District's Board of Commissioners shall cause said extension to be subject to the control, use and operation of the District, which shall be subject to all regulations and conditions of service.

## II. DEVELOPER

(a) The Developer agrees to comply with the District's current "Standard Specifications and Standard Details", as included in the District's Developer Extension Manual, as may be updated from time to time.

(b) The Developer agrees to comply with ~~all~~ environmental requirements as set forth either by the District or by appropriate city, county, state or federal agencies. Developer agrees to prepare an environmental checklist or environmental impact statement at its sole expense, if so directed by applicable lead agencies as set forth in SEPA and applicable administrative regulations and laws of Washington. For extensions outside of the District boundaries but within the Comprehensive Plan, Developer shall obtain the necessary approval from the Boundary Review Board and other necessary agencies. ← REFERENCE ATTACHMENT "A", 2

(c) If the District's consultants are to prepare the plan for the developer extension, the Developer will deposit with the District a certified check for the District's administrative, engineering design and inspection and allied fees simultaneously with the execution of this Contract pursuant to the project cost estimate as prepared by the District and incorporated herein as Exhibit A.

(d) The plan for the developer extension shall be in accordance with the State of Washington, Department of Ecology's criteria for sewage works design.



(e) If the Developer selects his own engineer to prepare the plan, the plan must be signed by a professional engineer registered in the State of Washington. The Developer will deposit with the District a certified check for the District's administrative, engineering review and inspection and allied fees simultaneously with the execution of this Contract pursuant to the project cost estimate as prepared by the District and incorporated herein as Exhibit A.

(f) Prior to the connection of the facility, the Developer shall sign a Bill of Sale, and actual time and expense charges shall be determined and fees and costs shall be adjusted to provide for a refund by the District or additional payment by the Developer. If additional payment is required, the Developer shall make such payment to the District prior to the connection of the extension to the District's system.

(g) The Developer shall, prior to authorization to begin construction, ~~submit a Performance and Maintenance Bond in accordance with the provisions of Section VIII of this Contract. This Performance and Maintenance Bond shall be held by the District until final inspection and approval by the District one year after the project has been accepted by the District. This Performance and Maintenance Bond shall:~~ REFERENCE ATTACHMENT "A", 5

~~(1) Insure strict compliance with the District's standards, specifications and conditions.~~

~~(2) Insure the District against any damage to its existing system of the proposed extension as a result of the Developer's failure to properly perform under this agreement.~~

~~(3) To reimburse the District for any and all necessary repairs or restoration of other properties if the Developer does not do so within 24 hours after notice from the District.~~

(h) The Developer further simultaneously with the execution of this Contract shall pay to the District any latecomer charges, charges in lieu of assessment, or connection charges, as they may pertain to the subject real property of the developer extension.

(i) ADD: REFERENCE ATTACHMENT "A", 3

### III. PLAN

(a) The Developer will submit a plan to the District which contains all necessary information required for the construction of the proposed improvements which comply with the District's current Standard Specifications and Standard Details, and shall be updated and revised as necessary to indicate further development showing all utilities, roads and drainage facilities. Complete

architectural plans shall be submitted if requested. The Developer further agrees to furnish copies of final plat and/or surveys.

(b) The plan shall be submitted in reproducible form, the scale of which shall be one inch equals fifty feet. The plan shall be on twenty-two inch by thirty-four inch mylar. The plans shall be prepared using Autocad, and an electronic copy of the plans shall also be submitted.

← REFERENCE ATTACHMENT "A", 4  
(c) ~~The plan shall be submitted to the District within sixty (60) days following the execution of the Contract. The plan shall be reviewed by the District and the Developer shall be advised within ten (10) working days~~ after the next regularly scheduled Board of Commissioners meeting regarding its acceptance or rejection. If the District does reject the plan, the District shall so specify its exceptions to the plan. The Developer shall have the rights to submit the plan to the full Board and be present at the hearing. Said hearing shall be held within twenty (20) days, upon written request by the Developer. The Developer or its agent may be present at the hearing to present their plan and shall explain to the Board the exceptions or justifications for the exceptions. The Board shall make a decision either approving the action taken by the District in rejecting the plan, accepting the plan subject to exceptions, specifying to the Developer the exceptions to be corrected to comply with the District's requirements and so indicate its approval of the plan upon conditions being fulfilled. The Board's decision shall be final.

(d) If the plan is not accepted and the Developer does not desire to continue with the developer extension, any administration fees paid to the District or fees paid to the District and not earned for administration and allied costs shall be refunded to the Developer; The District shall be compensated for its services rendered and any cash security deposit shall be refunded to the Developer.

(e) Following the acceptance of the Plan by the District and receipt by the District of a certificate of insurance complying with the insurance requirements as set forth herein and the execution and submittal of a performance bond, the Developer may begin construction and the cut sheet(s) shall be given to the Developer by the District's engineer. No cut sheet(s) shall be given to the Developer or to the Developer's contractor until the Developer has complied with these requirements ~~and the execution and submittal of a performance bond~~ and a pre-construction conference held with all items covered and/or complied with on the "Pre-construction Conference Review". The Developer may begin construction five (5) days after the pre-construction conference. REF. ATTACH. "A", 5

(f) All construction performed by and for the Developer will be in compliance with the District's current Standard Specifications and Standard Details, as included in the Developer Extension Manual. The Developer shall have the responsibility to secure and become familiar with these Standard Specifications.

(g) The Developer agrees that there shall be no sewage flow through any mains or facilities constructed by the Developer prior to the connection and approval of the extension by the District.

(h) The Developer shall create all roads to the design sub-grade elevation prior to the start of construction and shall advise the District in writing of any changes which may be contemplated during construction. If the Developers change the sub-grade elevation of the road after completion of the extension, or any part thereof the Developer shall be responsible for all costs incurred as a result of such changes in sub-grade elevation. This obligation shall remain in full force until King County or such other appropriate municipality releases the right-of-way or road construction bond or bond of other descriptions in connection with the Developer's obligation for completion of the road within the area.

(i) If gravity service is not available and a pump facility is required, the Developer shall execute a pump facility agreement in the form provided by the District. All requirements under this Pump Agreement shall be subject to the terms and conditions of this Contract and shall be incorporated by reference into this Contract as if it had been set forth fully herein.

#### **IV. THE CONSTRUCTION CONTRACT**

(a) The Developer shall select the Contractor to perform the work described in Part III above. The Contractor shall be submitted to the District for approval and approval will not be unreasonably withheld.

(b) The cost as provided for by the plan as accepted shall be submitted to the District for approval, together with the contract between the Contractor and the Developer and will not be unreasonably withheld.

(c) The Developer may approve any change order, without District approval, so long as the total cost of the project, after adding for the change order, does not exceed 110 percent of the cost approved by the District in Paragraph (b) above. Any change order which causes the cost of the project to exceed 110 percent of the cost approved by the District in Paragraph (b) above must be submitted to and approved by the District and approval will not be unreasonably withheld.

(d) Any change order which is required by the provisions of Paragraph (c) above to be approved by the District, which is not approved by the District, shall not be included in any Bill of Sale conveying ownership of the project from the Developer to the District.

## V. ADDITIONAL FEES

An additional fee shall be paid to the District by the Developer for the following additional work, if performed:

- (a) Revisions of the Contract plans and specifications and work occasioned by an act of the Developer relating thereto.
- (b) Obstruction, delay or prevention of construction staking, replacement of stakes and additional staking.
- (c) Additional inspections. (City, County, State, others)
- (d) Reinspection of deficient work.
- (e) Any permit or franchise acquired by the District.
- (f) Acts by the Developer which necessitate the District's Manager, staff or consultants to spend extraordinary time on the developer extension, the costs shall be billed accordingly to the Developer. This fee shall be based on the actual time expended by the District or its consultant and be paid by the Developer upon receipt of an invoice from the District. Payment shall be a prerequisite for obtaining connection to the developer extension and sewer service.

## VI. EVIDENCE OF INSURANCE

(a) The Developer and its contractor shall assume responsibility for securing and maintaining, during the life of this Contract, public liability insurance for bodily injury and property damage liability, including, without limitation, coverage for explosion, blasting, collapse, and destruction of underground utilities (X.C.U.) and contingent liability, including products and contemplated operations and blanket contractual liability, and shall protect the Developer and the District and the engineer. The Developer or contractor shall have the District and engineer specifically added as additional insured in said policies, all at no cost to the District or engineer. The above insurance shall cover the District, engineer, Developer and subcontractors for claims and damages or any nature whatever, including but not limited to bodily injury, including wrongful death, as well as other claims for property damage which may arise from operations under this Contract whether such operations be by themselves or by any subcontractor or anyone directly or indirectly employed by either of them and the Developer agrees, in addition, to indemnify and save harmless the District and engineer, either or both, from all suits, claims, demands, judgements, and attorney's fees, expenses or losses occasioned by the performance of this Contract by himself, any subcontractor, or persons working directly or indirectly for him, or on account

of or in consequence of any neglect in safeguarding the work or failure to conform with the safety standards for construction work adopted by the Safety Division of the Department of Labor and Industries of the State of Washington.

(b) The minimum 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 accidental wrongful death, to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of any one occurrence, and property damage liability insurance in an amount not less than \$500,000.00 for each occurrence.

(c) The Developer or contractor shall not cause any policy to be cancelled or permit it 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 thirty (30) days thereafter, such cancellation or reduction or change shall be effective.

(d) All certificates of insurance, authenticated by the proper officers of the insurer, shall state in particular those insured, the extent of the insurance, the location, character or extent of the work to be performed by such subcontractor. Such a determination of lesser coverage shall rest solely with the District.

(e) Copies of all insurance policies shall be kept on file at the District office.

## VII. INDEMNIFICATION

The Developer will indemnify and save the District or the District's agents harmless from all claims and costs of defense thereof, including (by illustration but not limitation) attorney's fees, expert witness fees, and the cost of the services of engineering and other personnel whose time is reasonably devoted to the preparation and attendance of depositions, hearings, arbitration proceedings, settlement conferences and trials growing out of the demands of contractor, other property owners, or subcontractors, laborers, workmen, mechanics, suppliers, incurred in the performance or completion of the developer extension. The Developer shall, at the District's request, furnish satisfactory evidence that all obligations of the nature designated herein have been paid, discharged or waived.

## VIII. ~~PERFORMANCE BOND~~

REFERENCE ATTACHMENT "A", 5

~~(a) That it is contemplated that the Developer will construct a portion of the developer extension on rights of way obtained by the District due to its~~

~~franchise with King County, the City of Burien, the City of Normandy Park, or the City of SeaTac. It will be necessary for the Developer to abide by all King County, City of Burien, City of Normandy Park, or City of SeaTac regulations, as may apply, as well as to have the portion of the extension in this right-of-way comply with not only City or County regulations, but to District standards and regulations.~~

~~(b) Therefore, it is necessary for the Developer to furnish to the District a performance bond between the Developer/Contractor and the District in a minimum amount of \$10,000.00, or an amount equal to 150% of the total estimated cost of construction of the proposed improvements, whichever is greater. Said performance bond in a penal sum equal to a minimum of \$10,000.00 or the amount as determined by the District pursuant to the above formula shall be conditioned upon the performance by the Developer of all undertakings, covenants, terms, conditions and agreements of the developer extension, and upon the prompt payment by the Developer to all persons supplying the labor and materials and the prosecution of the work provided by said developer extension and Contract. Such bond shall be executed by the Developer and a corporate bonding company licensed to transact such businesses in the State of Washington and named on a current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department's Circular No. 570.~~

~~(c) The expense of these bonds shall be borne by the Developer. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the State of Washington, or is removed from the list of "Surety Companies Acceptable on Federal Bonds," the Developer shall substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the District. The premiums on such bonds shall be paid by the Developer. No further payment shall be deemed due nor shall be made until the new surety or sureties shall furnish an acceptable bond to the District.~~

## **IX. EASEMENTS**

All required easements shall be obtained by the Developer at its sole cost and expense, and shall be delivered to the District after construction and prior to the acceptance by the District of the developer extension. The Developer shall provide all necessary easements at its sole cost regardless of changes in the Contract plans. Easements shall be drafted in conformity with the form set forth in the Developer's Developer Extension Manual and shall contain the provisions set forth in said form. A certified legal description of the easement shall be prepared by a licensed land surveyor or civil engineer. Each easement document shall include a surveyed sketch showing the location of the easement. All easements shall be at least fifteen (15) feet in width, centered on the sewer

lateral. No other lines, mains, services, buildings or appurtenances shall encroach upon this 15-foot area and supervision during construction shall be the responsibility of the District. Violations shall be removed at no cost to the District.

## **X. PERMITS**

(a) All the necessary permits from any governmental agency obtained by the District shall be at the Developer's expense. The Developer shall be provided with a copy of all such permits before construction commences. The Developer shall provide the District with necessary documents required to obtain the permits.

(b) For any permits obtained by the Developer, copies of the same shall be furnished to the District.

(c) Developer and/or contractor agrees to comply with all State, City and County regulations applicable to Developer and/or Contractor while construction is in progress in all right-of-ways.

## **XI. BILL OF SALE**

Developer agrees to execute a Bill of Sale prepared by the District prior to the connection of the developer extension to the District's sewer system. Said Bill of Sale will provide for the transfer of title of the constructed extension from the Developer to the District and will further include the following:

(a) Developer is the lawful owner of said property and that it is free from all encumbrances.

(b) All bills for labor and material have been paid. Legible copies of all such bills shall be furnished to the District.

(c) The Developer shall have the right to transfer the same and that it will warrant and defend the same against lawful claims and demands of all persons for one (1) year after the date of acceptance of the Bill of Sale by the District.

(d) It will be recited that Developer grants the extension to the District for the consideration of incorporating the system in the overall sewer system of the District.

(e) Developer further warrants that for a period of one (1) year from the date of the connection that the sewer system will remain in working order and condition acceptable to the District and that Developer will repair or replace at its

own expense any work or material that may prove to be defective during said one (1) year warranty.

## XII. PAYBACK AGREEMENT EXECUTION AND RECORDING

Following receipt of the Bill of Sale, as heretofore described, the District agrees to execute and record a Payback Agreement pursuant to the terms of RCW 35.91, et seq., if and when appropriate. Said Payback Agreement will provide as follows:

(a) The parties agree to be bound pursuant to the terms of the "Municipal Water and Sewer Facilities Act." RCW 35.91.025 et seq.

(b) That Developer has constructed and installed the sewer line in the vicinity described in the Payback Agreement and portrayed by a map attached thereto.

(c) That said Bill of Sale has been attached to the Payback Agreement.

(d) That the line has been accepted by the District and that Developer will be supplied with sewer service at the rate established by the District for their class of service.

(e) That the Payback Agreement will continue for a period of fifteen (15) years from the date of the Agreement wherein the District will agree to collect latecomer fees as described in subparagraph (f) and remit such fees to the Developer and/or its assigns in accordance with this Agreement for the pro rata share of its cost of construction for said sewer line and improvements. After the expiration of fifteen (15) years, the District shall be under no further duty to the Developer to collect monies or to remit said monies for connection charges to the Developer.

(f) The owner of real estate who subsequently applies for service from the sewer facilities constructed pursuant to this Contract will be charged a fair pro rata share of the cost of construction of this developer extension and shall conform to the District's latecomer resolutions.

(g) The District shall mail to the property owners the allocation of costs to be levied against the property which are payable upon their connection to the system, and the property owner shall have the right to a hearing with the Board of Commissioners within 20 days after receipt of said notice for the purpose of adjusting the allocation of the charge to the property.

(h) No person, firm or corporation shall use the sewer facilities or extensions thereof during the period of time prescribed in such Agreement



without first paying to the District the full amount required by the provisions of the Payback Agreement. All amounts so received by the District shall be paid out by it under the terms of that Payback Agreement within sixty (60) days after the receipt thereof.

### **XIII. CONNECTION TO THE DISTRICT'S SYSTEM**

The Developer shall notify the District in writing of its intent to connect its extension to the District's system. Said connection shall be supervised by District personnel. The District shall be given one week's notice of the Developer's intent to connect the developer extension with the District's sewer system and said connection shall be authorized and approved by the District through a resolution passed by the Board of Commissioners of the District authorizing the connection. The District, prior to the passage of the resolution, shall have received from the Developer the necessary permits, easements, Bill of Sale, and the certifications by the consultants for the District that the extension has been completed.

No connection shall be made without the express consent by the District as evidenced by resolution.

### **XIV. ACCEPTANCE BY DISTRICT OF DEVELOPER EXTENSION**

For the one-year period following the passage of the District resolution authorizing the developer extension's connection to the sanitary sewer system, the Developer shall warrant the workmanship and materials and equipment furnished by the Developer, and shall be guaranteed by the Developer to remain in normal working order and condition, except where abused and neglected by the District, and the Developer shall repair or replace at its own expense any work or material that may prove to be defective during this guarantee period.

Between eleven (11) months and one (1) year from the date of passage of the resolution authorizing the District to connect the developer extension to the sanitary sewer system, the District shall reinspect the system to determine if the extension has complied to the warranty of the Developer and conforms to the District's standards and specifications. If said developer extension meets with the District's approval, then the District shall release the Performance and Maintenance Bond.

### **XV. ATTORNEY'S FEES**

In the event this Contract is referred to or placed in the hands of the District's attorney for enforcement of any portion of this Contract, or if a lawsuit is

instituted with respect to this Contract, and in the event the District is the prevailing party, the Developer agrees to pay the District's reasonable attorney fees and costs and other allied expenses incurred by the District regarding said legal problem or lawsuit.

XVI ADD: REFERENCE ATTACHMENT "A", 1

DATED this 20<sup>E</sup> day of December, 2004.

John E. Elin  
Developer

\_\_\_\_\_  
Developer

DATED this 28<sup>th</sup> day of December, 2004.

Tory Derry  
District





AMENDMENTS TO DEVELOPER EXTENSION AGREEMENT  
SOUTHWEST SUBURBAN SEWER DISTRICT

and

KING COUNTY HOUSING AUTHORITY

The following amendments to the standard developer extension agreement contained in the Developer Project Manual issued by the Southwest Suburban Sewer District are hereby agreed upon by the Sewer District and the King County Housing Authority:

1. Add a new section XVI to the Developer Extension Agreement:

The parties acknowledge that the Developer [the Housing Authority] will be constructing its project in phases, commencing with demolition of a portion of the existing housing units on the Greenbridge site, following by construction of a portion of the new residential housing units and further phases of demolition and new construction. Ultimately the project will replace 569 existing housing units with up to 1100 new units. In addition, nine existing non-residential buildings housing various community facilities will be either renovated or replaced.

Implementation of this Contract will take place in phases. The Developer will design and construct new connections, the District will review and inspect plans and construction, and the District will pay fees and execute bills of sale, easements and other documents transferring improvements to the District in phases, all in accordance with the terms of this Contract.

2. Section II(b) is hereby modified as follows:

(b) The Developer agrees to comply with all environmental requirements as set forth either by the District or by appropriate city, county, state or federal agencies. Developer has prepared an environmental impact statement ~~agrees to prepare an environmental checklist or environmental impact statement~~ at its sole expense, in order to comply with requirements of if so directed by applicable lead agencies as set forth in SEPA, NEPA and applicable administrative regulations and laws of Washington. For extensions outside of the District boundaries but within the Comprehensive Plan, Developer shall obtain the necessary approval of the Boundary Review Board and other necessary agencies.

3. A new Section II(i) is hereby added:

Developer shall not be required to pay connection charges for the first 569 residential units. Connection charges for all units after 569 will be assessed at the rate in effect at the time connection of those units is requested by Developer. Developer shall not be required to pay connection charges for non-residential uses for the first **211** equivalent residential units. Connection charges for all non-

residential buildings after ~~786~~ERU are developed will be assessed at the rate in effect at the time connection of those uses is requested by Developer.

4. Section III(c) is hereby modified as follows:

The plan for the first phase of the project shall be submitted to the District within sixty (60) days following the execution of the Contract. Plans for subsequent phases shall be submitted by the Developer from time to time as the phased project proceeds. The plan for each phase shall be reviewed by the District and the Developer shall be advised within ten (10) working days ...*[the rest of the section is unchanged]*

5. Section VIII related to performance bonds is hereby deleted. Southwest Suburban Sewer District has agreed that performance and maintenance bonds will not be required for Greenbridge because the King County Housing Authority is a public agency.

Except as set forth herein, all the provisions of the standard developer extension agreement contained in the Developer Project Manual issued by the Southwest Suburban Sewer District remain in full force and effect.

Executed this 20<sup>th</sup> day of December, 2004

SOUTHWEST SUBURBAN SEWER DISTRICT

By Terry Darrigals  
Title Commissioner

KING COUNTY HOUSING AUTHORITY

By John E. Elison  
Title Greenbridge Development Manager

**EXHIBIT A**

**Project Cost Estimate**



EXHIBIT A

**Project Cost Estimate  
Greenbridge Sanitary Sewer**

Phase 1	\$ 957,946
Phase 2	<u>1,420,185</u>
<b>Total</b>	<b><u>\$2,378,131</u></b>

Estimate prepared by KBA/Absher Construction Managers 11/30/2004 represents materials and labor costs.