



**Developer Extension Agreement Application**

**Applicant shall indicate that the required information has been provided or is not applicable to the project by placing the appropriate mark in the first column of this checklist. Missing or incomplete information will cause Lakehaven to declare the application “incomplete” and will delay processing. Please provide current billing / mailing address for responsible party. Please type or print legibly:**

<b>√ OR N/A</b>	<b>REQUIRED INFORMATION</b>	<b>RESPONSE/COMMENTS</b>
	<b>Project Name</b>	
	<b>Project Location</b>	
	<b>Tax Parcel Number(s)</b>	
	<b>Developer Name</b>	
	<b>Billing / Mailing Address</b>	
	<b>City/State/Zip Code</b>	
	<b>Contact Person</b>	
	<b>E-mail Address</b>	
	<b>Telephone Number</b>	
	<b>FAX Number</b>	
	<b>Property Owner Name (If different from Developer)</b>	
	<b>Mailing Address</b>	
	<b>City/State/Zip Code</b>	
	<b>Contact Person</b>	
	<b>E-mail Address</b>	
	<b>Telephone Number</b>	
	<b>FAX Number</b>	
	<b>Design Engineering Consultant</b>	
	<b>Mailing Address</b>	
	<b>City/State/Zip Code</b>	
	<b>Contact Person</b>	
	<b>Telephone Number</b>	
	<b>E-mail Address</b>	
	<b>FAX Number</b>	



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	<b>Construction Record Drawing, 'As-built', Consultant (If different from Design Engineering Consultant)</b>	
	<b>Mailing Address</b>	
	<b>City/State/Zip Code</b>	
	<b>Contact Person</b>	
	<b>Telephone Number</b>	
	<b>E-mail Address</b>	
	<b>FAX Number</b>	
	<b>Construction Record Drawing Consultant - Insurance Requirements (documentation submittal to Lakehaven required prior to Lakehaven scheduling the pre-construction meeting)</b>	A certificate of insurance for the construction record drawing consultant's Errors and Omissions policy. Construction record drawings consultant shall also submit to Lakehaven a certificate of insurance and a copy of an endorsement to the construction record drawing consultant's General Liability policy, naming Lakehaven as an additional insured as respects the obligations set forth in the developer extension agreement. The limits for Errors and Omissions and General Liability Insurance shall not be less than \$1,000,000.00 for each claim; \$1,000,000.00 aggregate.
<b>Use Classification</b>		
<b>Single Family Residential</b>		
	<b>Number of SFR Lots</b>	
<b>Max SFR Bldg Sq. Ft</b>		<b>Min SFR Bldg Sq. Ft</b>
<b>Multi-Family Residential</b>		
	<b>Number of MFR Units</b>	
<b>Max. MFR Bldg Sq. Ft.</b>		<b>Min. MFR Bldg Sq. Ft.</b>



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	<p><b>Non-residential (Commercial, Industrial, Public Authority, etc.) - Indicate specific type ("classification") of non-residential use (e.g., Restaurant, Retail Shop, Office, Laundry, Warehouse, Car/Truck Wash, Medical, Dry Cleaning, Auto Service Station, etc.) for each structure below. All non-residential structures are required to complete &amp; submit a Water Use Questionnaire &amp; Sewer Use Survey at time of application for each service connection. All food processing facilities, restaurants, vehicle service stations, any facility using chemical contaminants and other facilities designated by Lakehaven will require a Discharge Agreement prior to connection to the sanitary sewer system, in addition to the installation of an external oil/water separator. Attach a separate sheet for additional uses/structures. Premise isolation is required for all water service connections, except single-family without combined fire protection, through the installation &amp; satisfactory testing of a privately owned backflow prevention device prior to activation of the water service connection.</b></p>	
<b>Non-residential Use Information</b>		
	<b># of Bldgs.</b>	
	<b>Bldg. Square Footage</b>	
	<b>Proposed Use/Classification</b>	
	<b>Occupancy (number of people)</b>	
	<b>Anticipated Water Consumption</b>	<b>Gallons per Year</b>
	<b>Domestic</b>	
	<b>Irrigation</b>	
	<b>Legal description(s) for all property(ies) being developed is(are) enclosed and marked as Exhibit "A".</b>	
	<b>Legal description(s) for all property(ies) directly benefited by the proposed construction, and potentially subject to latecomer reimbursement(s) is(are) enclosed and separately marked as Exhibit "A".</b>	
	<b>Offsite easement drawings that graphically depict any proposed offsite easement areas. All offsite easements shall be executed and delivered to Lakehaven after plan approval and prior to scheduling the preconstruction meeting.</b>	
<b>NOTE: All newly created legal descriptions shall be stamped by a professional land surveyor with current registration in the State of Washington.</b>		



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	<b>Mainline WATER facilities are proposed for construction.</b>	
	<b>Two (2) prints or sets of water design plans that substantially conform to Lakehaven standards are enclosed; accompanied by the applicable, completed Lakehaven Plan Review Checklist. NOTE: IN ACCORDANCE WITH SECTION W/S.1.A OF LAKEHAVEN'S ADOPTED STANDARDS, ALL REQUESTS FOR MODIFICATIONS TO LAKEHAVEN'S STANDARDS &amp;/OR SPECIFICATIONS SHALL BE MADE IN WRITING (PLAN REVIEW CHECKLIST COMMENT, EMAIL, LETTER, OR FAX) TO LAKEHAVEN.</b>	
	<b>For developer extensions of water facilities within <u>unincorporated King County</u>, one (1) approved plan, stamped/signed by the King County Fire Marshal, is enclosed, showing approved fire hydrant location(s).</b>	
	<b>Water mains have been designed to connect and loop to existing facilities, wherever possible, to provide for increased flow capacity/supply and improved circulation in accordance with the Lakehaven's current Comprehensive Water System Plan.</b>	
	<b>Mainline SEWER facilities are proposed for construction.</b>	
	<b>Two (2) prints or sets of sewer design plans that substantially conform to Lakehaven standards are enclosed; accompanied by the applicable, completed Lakehaven Plan Review Checklist. NOTE: IN ACCORDANCE WITH SECTION W/S.1.A OF LAKEHAVEN'S ADOPTED STANDARDS, ALL REQUESTS FOR MODIFICATIONS TO LAKEHAVEN'S STANDARDS &amp;/OR SPECIFICATIONS SHALL BE MADE IN WRITING (PLAN REVIEW CHECKLIST COMMENT, EMAIL, LETTER, OR FAX) TO LAKEHAVEN.</b>	
	<b>Water &amp;/or sewer mains, as applicable, have been designed for extension to the far edges of the project property(ies) being developed so that properties beyond can be served in the future, in accordance with Lakehaven's current Comprehensive System Plan(s).</b>	
	<b>FOR PROPERTY WITHIN THE CITY OF FEDERAL WAY: An application deposit of \$2,354.25 (\$1,600.00 deposit + \$700.00 non-refundable fee + \$54.25 city excise tax), to cover Lakehaven's costs associated with the developer extension of required sewer facilities. SEE SECTION NOTE 1 BELOW.</b>	
	<b>FOR PROPERTY <u>NOT</u> WITHIN THE CITY OF FEDERAL WAY (unincorporated King County, etc.): An application deposit of \$2,300.00 (\$1,600.00 deposit + \$700.00 non-refundable fee), to cover Lakehaven's costs associated with the developer extension of required sewer facilities. SEE SECTION NOTE 1 BELOW.</b>	
	<b>One (1) set of preliminary landscape plans is enclosed.</b>	
	<b>One (1) set of preliminary land use (plat, BSP, BLA, etc.) plans is enclosed.</b>	

**SECTION NOTES:**

- 1) The refundable deposit will be held against actual expenses of Lakehaven based upon Lakehaven's record of time/labor, material, overhead, and other expenses relating to the project. For property within the City of Federal Way, costs will be subject to additional excise tax imposed by the City of Federal Way. Invoices will be issued periodically to the developer, and the project account will remain current for the life of the project, and delinquency of any kind will result in "stop work" actions/orders, withholding/termination of service or any other action necessary to effect collection of monies owed Lakehaven. It is Lakehaven's expectation that the designated Developer will be responsible for all DE invoices related to single-family residential projects, addressing them in a timely manner, throughout the project until its completion (including any costs incurred by Lakehaven during the 2-year warranty period following construction). These expectations are the same for multi-family residential &/or non-residential projects, except where property &/or 'the project' are sold to another party prior to completion of the project.**
- 2) The design plans for the water and/or sanitary sewer system improvements shall be prepared in accordance with Lakehaven's current "Water System & Sewer System Standards" and/or "Sanitary Sewer Specifications", including any requirements contained in Lakehaven's current plan review checklists. **NOTE: IN ACCORDANCE WITH SECTION W/S.1.A OF LAKEHAVEN'S ADOPTED STANDARDS, ALL REQUESTS FOR MODIFICATIONS TO LAKEHAVEN'S STANDARDS &/OR SPECIFICATIONS SHALL BE MADE IN WRITING (PLAN REVIEW CHECKLIST COMMENT, EMAIL, LETTER, OR FAX) TO LAKEHAVEN.** Said improvements shall be designed, signed and sealed by a professional engineer with current license in the State of Washington. After review of the design plans by Lakehaven and any appropriate revisions made by the engineer, the Developer, through the engineer, shall submit the original construction plan set (and all related AutoCAD files), for final review and approval of the design plans by Lakehaven. Once the design plans are approved by Lakehaven, copies will be returned to the Developer, for use by the construction record drawings consultant in modifying the approved design plans to reflect the work performed and materials installed upon completion of construction as a condition of initial project acceptance (or Substantial Completion) by Lakehaven.**



**Developer Extension Agreement Application**

**GENERAL NOTES:**

- 1) Plan(s) Approval for Construction:** Lakehaven will not provide plan review services beyond an initial review until the Developer Extension Agreement is executed and returned to Lakehaven.
  
- 2) Charges-Payable-in-Lieu-of-Extension, Latecomer Charges &/or Earlycomer Charges:** Lakehaven will research any charges due against this property/project and the Developer shall pay any such charges, including any applicable excise tax, due for "local" components of the water and/or sanitary sewer systems prior to, and as a condition of, scheduling the pre-construction meeting.
  
- 3) Capital Facilities Charges:** Lakehaven will research prior charges paid, if any, for "general, non-local" components of the water and/or sanitary sewer systems, and evaluate the proposed project for the existence of any credits for the Capital Facilities Charges or any amounts due, including any applicable excise tax, in accordance with Lakehaven's current 'Fees & Charges Resolution', for increased usage of the water and/or sanitary sewer systems beyond the level covered by previous payments. *If no new or modified service connection(s) proposed for the development, Capital Facilities Charges shall be assessed and collected for any increased use above that which may have been previously paid, including increases attributable to usage associated with existing service, prior to scheduling the pre-construction meeting. Otherwise, any Capital Facilities Charges due shall be paid prior to the activation of any new or modified service connections for the development.*
  
- 4) Property Transfer:** Should ownership of the property be transferred following the submission of this application and before execution of the Developer Extension Agreement, this application shall be void and a new application and new applicable deposit will be required for construction and connection of water and/or sanitary sewer facilities.

<p style="text-align: center;"><b>APPLICANT:</b></p> <p>I have read and fully understand the foregoing conditions and agree to adhere to the procedures outlined in the development handout provided.</p>	<b><i>Print Name</i></b>
	<b><i>Signature</i></b>
	<b><i>Date</i></b>

## DETACH AND RETAIN FOR YOUR INFORMATION

### DEVELOPER EXTENSION AGREEMENT PROCEDURES

#### A. PRELIMINARY

1. Developer completes and submits the Developer Extension Agreement Application/Checklist form, together with the water design plans (if applicable), sanitary sewer design plans (if applicable), plan review checklist(s), required deposit(s), and all other applicable items noted on the Application/Checklist form.

Plans: Number, scale, and details are listed on the application form. Current, blank plan review checklist forms can be obtained from Lakehaven.

Application Deposit (CityFW): \$2,354.25 (\$700 fee + \$1,600.00 deposit + 54.25 city excise tax).

Application Deposit (Not CityFW): \$2,300.00 (\$700.00 fee + \$1,600.00 deposit).

2. Lakehaven processes the application and prepares the Developer Extension Agreement. The agreement is transmitted to the Developer for execution; typically within 1-2 weeks from date application is received by Lakehaven.
3. Developer executes and returns agreement. If the agreement is not executed within 60 days from date of transmittal, Lakehaven will terminate the application/project and the Developer will be required to reapply and pay a new deposit. Execution & return of the agreement is required for Lakehaven plan review services & tasks beyond initial plan review(s).
4. Substantially conforming plans are routed for formal review by Lakehaven staff, or abbreviated review comments are issued for substantially nonconforming plans.

#### B. REQUIRED PRIOR TO CONSTRUCTION

1. Upon approval of plans, Lakehaven will apply for the County, City and/or State right-of-way permits, if/as required.
2. Upon receipt of the necessary approvals and permits, in addition to all other pre-construction requirements as set forth in the developer extension agreement, Lakehaven will give written notice to the Developer that they can request a pre-construction meeting.
3. The Developer, the Superintendent/Foreman of the Developer's utility contractor, representative(s) of the construction record drawings consultant retained by the Developer, and representatives of Lakehaven shall attend the pre-construction meeting. The following items, in addition to any other items identified by Lakehaven during the pre-construction process, shall be submitted, resolved and/or paid a minimum of one (1) week before the pre-construction meeting will be scheduled:
  - a. Construction record drawing consultant's commitment to provide accurate construction record drawings (AKA "as-builts").
  - b. Payment of charges-payable-in-lieu-of-extension (CPILOE), if any.

## **B. REQUIRED PRIOR TO CONSTRUCTION (continued)**

- c. Payment of latecomer charges, if any.
- d. Restoration Performance Bond, if applicable.
- e. Necessary Insurance Certificates: Developer (Commercial General \$1M/\$2M/\$2M and Business Auto \$1M) & Engineer/Surveyor (General \$1M and E&O \$1M).
- f. All Permanent and Temporary Easements (Off-site only).
- g. Original Water and/or Sewer Design Plans via PDF email attachment, or on 24"x36" or 22"x34" paper media, and in electronic format (AutoCAD files). A copy of the design plans will be returned to the Developer following Lakehaven's approval thereof, for use by the construction record drawing consultant in preparing the construction record drawings (AKA "as-builts").
- h. Submittal of water/sewer contractor information, including proof of current/valid state contractor license.
- i. Project account must not have "past due" invoices outstanding prior to scheduling the preconstruction meeting

Subsequent to the pre-construction meeting, Lakehaven will notify the Developer that they can proceed with construction of the water and/or sewer system improvements. The developer shall provide a minimum of 72 hours advance notice prior to commencement of construction.

## **C. SUBSTANTIAL COMPLETION**

Service connection activation(s) may be allowed prior to initial project acceptance by Lakehaven, subject to the provisions of the Lakehaven's "Substantial Completion Process" policy (Policy No. 300-15). Typically, Lakehaven will consider a request for Substantial Completion status of the project when final grade adjustment(s) of water and/or sewer system appurtenances are being postponed to accommodate the Developer's schedule, and/or the right-of-way agency's requirements, for final paving. The following criteria shall be met, at a minimum for issuance by Lakehaven of the notice of Substantial Completion status:

- 1. All water & sewer mains and appurtenances shall be tested to the satisfaction of Lakehaven, and determined by Lakehaven to be safe and operational.
- 2. SEWER ONLY
  - a. All manhole frames shall be secured with hard surface (pavement or concrete collar(s), whichever is applicable) to prevent inadvertent sideways movement.
  - b. All lines shall be flushed, and debris removed from the system without flushing the debris downstream into the existing system.
  - c. Inspections for substantial completion shall be performed in essentially the same manner as required for initial acceptance.
- 3. All required closing documentation shall be submitted.
- 4. Construction record drawings (AKA "as-builts") on original mylar media and in electronic format (AutoCAD files) shall be submitted to, and approved by, Lakehaven. Lakehaven will accept the preliminary record drawings for sewer on paper. However, final manhole rim elevations shall be placed by the construction record drawings consultant on the final construction record drawings (AKA "as-builts") on original mylar media and in electronic format (AutoCAD files). The final sewer record drawings shall be submitted to, and approved by,



Lakehaven as a condition of initial project acceptance.

### **C. SUBSTANTIAL COMPLETION (continued)**

5. The project account must not have "past due" invoices outstanding, prior to Lakehaven's declaration of "substantial completion" status of the project.
6. A Substantial Completion Agreement shall be executed and returned, together with the cash deposit (150% of the estimated cost of completion as determined by Lakehaven). The cash deposit will be refunded if and when the work is completed, and initial project acceptance is granted by Lakehaven. Lakehaven will also an Assignment of Funds on a form approved, and typically provided, by Lakehaven, in lieu of a cash deposit for this purpose.
7. The Developer must submit the applicable Developer Extension Acceptance Guarantee(s).
8. Lakehaven will issue a "substantial completion" declaration letter upon compliance with the foregoing conditions.

**"SUBSTANTIAL COMPLETION" STATUS IS NOT AN INITIAL ACCEPTANCE, COMPLETION, OR FINAL CLOSEOUT OF THE CONSTRUCTED IMPROVEMENTS FOR OPERATION AND MAINTENANCE BY LAKEHAVEN!**

### **D. REQUIREMENTS FOR INITIAL PROJECT ACCEPTANCE**

(NOTE: New service connections will not be allowed until the project has been initially accepted, or has reached a point of Substantial Completion (See Section c above), as determined by Lakehaven.

1. Lakehaven will provide required closing documentation after the pre-construction meeting has been held. These documents include, but are not limited to, the Bill(s) of Sale, Maintenance Bond, and standard Easement(s) forms. The Developer is required to execute and return all applicable closing documentation prior to initial acceptance, or Substantial Completion, of the project.
2. The construction record drawing consultant will furnish one copy of the construction record drawing(s) (AKA "as-builts"), as approved by Lakehaven, on original mylar media and in electronic format (AutoCAD files), prior to initial project acceptance.
3. Lakehaven construction inspection and field operations personnel will perform initial inspections of the construction of the completed water and/or sewer system(s) and issue a punch-list of items to be corrected and/or completed, if applicable.
4. The Developer must submit the applicable Warranty Inspection Fee(s), including any applicable excise tax, prior to the project being initially accepted, as determined by Lakehaven.
5. The project account must not have "past due" or "delinquent" invoices outstanding prior to Lakehaven's initial "acceptance" of the project.
6. Lakehaven will issue the initial project "acceptance" letter, upon compliance with the foregoing conditions.



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**E. PROJECT ACCOUNT CLOSEOUT AFTER ACCEPTANCE**

1. The Developer must submit the final project account invoice payment; typically transmitted to the Developer 30-45 days following Lakehaven "acceptance".
2. Once the final project account invoice payment has been received Lakehaven, Lakehaven will close the project account & process the Release of Lien document(s) for the recorded Developer Extension Agreement & any associated Amendment form(s).

**F. FINAL PROJECT COMPLETION FOLLOWING 2-YEAR WARRANTY PERIOD**

1. Lakehaven will conduct an inspection of the water and/or sewer system work constructed just prior to expiration of the warranty period [two (2) years from the date of initial acceptance of the project]. Any defects discovered in material or workmanship shall be corrected by the Developer to the satisfaction of Lakehaven.
2. Following satisfactory final warranty inspection(s) by Lakehaven, staff will prepare & issue the final project closeout letter that confirms all warranty conditions & terms have been met, wherein the Warranty guarantee will be released.

**G. SERVICE CONNECTION(S)**

Cost of service connection(s) will be calculated at the time of application for the individual connection(s). Charges will be based on Lakehaven's current 'Fees & Charges Resolution' at the time of application(s) for service, including any applicable excise tax, and any other applicable established policies of Lakehaven at the time of application(s) for service.