



LAKEWOOD WATER DISTRICT

DEVELOPER'S EXTENSION AGREEMENT

2024

Board of Commissioners:

G. J. REDISKE
Vice President

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President

G. J. BARTON
Secretary


Lakewood Water District:
Marshall Meyer, General Manager
11900 Gravelly Lake Drive SW
Lakewood, WA 98499
253/588-4423 phone
253/588-7150 fax
www.lakewoodwater.org



Lakewood Water District
Developer's Extension Agreement

2024

Adopted by the Board of Commissioners on the 28th day of March 2024



Marshall Meyer, General Manager



LAKEWOOD WATER DISTRICT

DEVELOPER'S EXTENSION AGREEMENT PROGRAM

2024

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NOTE: Please use the checklist below as a guide.
Documents to be submitted by the Developer to LWD are in bold print.

DEVELOPER'S CHECKLIST

Developer:

Name _____

Address _____

Telephone _____

Email _____

A. Preliminary

- _____ 1. Complete the “*APPLICATION FOR PERMISSION TO CONSTRUCT EXTENSIONS TO DISTRIBUTION SYSTEM OF LAKEWOOD WATER DISTRICT*” (Page 9) and meet with Lakewood Water District Staff about improvements and requirements anticipated by the proposed development.
- _____ 2. Submit two sets of ***preliminary engineered drawings*** showing all proposed water system improvements proposed for the development. (The District will provide red-line comments on the drawings until final plans are stamped approved by the Lakewood Water District Operations Manager.)
- _____ 3. One set of approved plans will be returned to the Developer with a Contract Letter itemizing Lakewood Water District’s responsibility and cost, plus other requirements of the developer.
- _____ 4. Execute (sign) the original ***Contract Letter*** and return it to Lakewood Water District with the required payment for the items listed in the Letter. There can be no exceptions to payment of these charges before work begins. Construction scheduling will be prioritized by who pays first.

B. Required Before Extension Is Staked In Field:

- _____ 1. Standards and Specifications (guidelines) reviewed (Developer)
- _____ 2. ***Plot plan and legal description*** to Water District Manager (Developer)

- _____ 3. **Performance Bond** (Contractor/Developer)
- _____ 4. Obtain approval of design by Fire Marshal (Developer)
- _____ 5. **Right-of-way permit** (Developer or Developer's Engineer)
- _____ 6. **Water District approved engineered drawings.** The final plan shall also be stamped approved by the Fire Marshal. (Developer's Engineer)
- _____ 7. Execution of all above documents required by the Water District (Developer) (approval by Water District and its attorney)

C. Required Before Beginning Construction:

- _____ 1. Pre-Construction Meeting with Lakewood Water District, other utilities & permitting agencies at least 3 days prior to construction (Contractor)
- _____ 2. **Payment** of General Facilities Charges, Connection Charges, estimated inspection costs, permit fees, testing costs, etc. outlined in the *Contract Letter*.
- _____ 3. Basic control survey to establish control points (Contractor/Developer)
- _____ 4. Request water main to be staked at least three working days prior to construction (Contractor/Developer)
- _____ 5. Submit complete construction schedule in enough detail to determine and major activities and durations. Detail Scheduled days off and holidays.

D. During Construction:

- _____ 1. Three working days' notice to the Water District required prior to connection to the Lakewood Water District water system under Water District supervision (Contractor)
- _____ 2. Assure that the Lakewood Water District Inspector is present during any water system construction – contact the District's Project Manager (Contractor)
- _____ 3. Schedule updates as required. If project is delayed by more than two weeks an updated schedule will be required reflecting the delay and the downstream effects. This timeframe does not apply to scheduled delays.

E. Required for Acceptance of Title:

- _____ 1. All fees paid, including cut-in fees, engineering fees, connection charges, permit fees, etc. paid at the time of the service order (Developer)
- _____ 2. Pressure test (Contractor/Engineer/Water District Inspector or Manager)
- _____ 3. Purity test (Water District)
- _____ 4. Approval of all construction (Water District Manager)
- _____ 5. **Cost breakdown of construction costs** to Water District (Developer)
- _____ 6. Provide Water District with **easements**, (Developer)
- _____ 7. Provide Water District with **Bill of Sale** (Developer)
- _____ 8. Provide Water District with Maintenance Bond (Developer)
- _____ 9. Water District accepts title (Bill of Sale) for water mains (Water District)

F. To Be Done One Year After Acceptance:

- _____ 1. Release of Maintenance Bond (Water District)

INSTRUCTIONS FOR DEVELOPER EXTENSIONS TO THE WATER SYSTEM

The Lakewood Water District General Manager has the right to require, add, modify, or delete any requirements they deem necessary.

It is the policy of the Lakewood Water District that the cost of water distribution mains and fire hydrants shall be paid for by the property to be benefited. Insofar as possible, the Water District will provide the water supply, storage, large size feeder mains, and booster pumps. Extensions are normally installed through direct construction by the Developer. To be eligible, it is necessary that the territory to be served is within the boundaries of the water supply franchise, the area presently served by the Water District. If the territory is not currently within the boundaries of the Lakewood Water District's franchise and service area boundaries, extensions of franchise boundaries would need to be made prior to any applications for such extension. Approvals of changes in service area and franchise boundaries need to be accomplished through the Tacoma-Pierce County Health Department, the Pierce County Council, the Coordinated Water Service Program of Pierce County, and City of Lakewood and Town of Steilacoom where applicable.

Note: Developer Extension Agreement forms are available on-line through the District's website - <http://www.lakewoodwater.org/publicationsforms>

Extension by Developers:

If a Developer or property owner desires to extend the water system, they may do so at their own expense, provided they comply with the standards and other requirements of the Water District. In the majority of the cases, it has proven to be more efficient in terms of time and money for the engineer contracted by the Water District to perform all necessary engineering tasks. Such services include preparation of basic plans, cost estimates, specifications, obtaining of permits, and inspection of construction. Special circumstances may make it desirable for a Developer to utilize the services of another engineer for certain of these tasks. However, in order to ensure that the Water District's standards are satisfied, the Water District requires that the Water District's Manager check all plans, provide inspection during the construction process, monitor the pressure and purity tests, conduct a final inspection, and see that all required bonds and other paperwork are properly provided. With this latter arrangement, the Water District requires a fee for these services computed on an hourly basis. Under this latter arrangement, all Developers must obtain the Water District's conditions and standards document.

The following steps are necessary for any extension to the water system:

1. At the time that the preliminary plat or Master Application is filed with City of Lakewood/Pierce County, a letter requesting the availability of water should be submitted to the Water District for approval. A preliminary plat or other application materials should accompany this request.
2. Following the request for water availability, the Developer shall also submit design plans to the District for review and pay the applicable review fees prior to

receiving comments from the District or approval of the design plans. Depending on the nature and extent of review comments, if any, the Developer may be required to submit additional information or revised plans, which incur additional District fees. All review fees must be paid prior to beginning construction on any water system improvements. Plans can be submitted either as a paper plan set delivered or mailed to the District office or electronically by uploading a pdf set of plans thru our share point site. To request a link to the share point site visit our website and fill out the plan upload request form found on the District's website.

3. Prior to the installation of water mains, an Application for Permission to Construct Extensions to the Distribution System of the Water District must be signed by the Developer. At this time, if the Developer wants the engineer contracted by the Water District to perform all engineering tasks, the Developer should authorize the Engineer to proceed with design work and furnish him two (2) copies of the final plat or other final approval documents. Along with the application, a cash bond is required as evidence of good faith.
4. After the plans are approved and the Developer wishes to proceed with calling for bids, the Water District may assist in securing a suitable contractor, but without showing favoritism for any particular contractor. The Water District may maintain a list of contractors who have done adequate work in the District. If a contractor not previously experienced in the District is selected by the Developer, the contractor must apply to be placed on the District's Small Works Roster so that the Manager will have time to interview the contractor regarding qualifications to perform the contract. A performance bond is required of the Developer. Only licensed contractors shall be employed by the Developer.
5. The Water District Manager shall be notified not less than three (3) working days in advance of beginning work. Any work that is performed without proper notification to the Water District's Manager will be summarily rejected.
6. Before any work can begin, payment must be made to the District for General Facilities Charges, Connection Charges, estimated inspection cost, permit fees, testing costs, etc. outlined in the ***Contract Letter***. There can be no exceptions to payment of these charges before work begins.
7. During the progress of the work, full-time inspection is required by the District. Inspection by Lakewood Water District will be at contractor's expense.
8. After completion of construction, a pressure test shall be performed in accordance with the District's Design and Construction Standards. A Lakewood Water District Inspector needs to be present.

9. After the pressure test, water samples shall be taken by the District, Upon approval of purity in writing is received, connections to the water system may occur.
10. Following successful pressure and purity test results, the Developer and the Contractor should ask for an inspection and acceptance of the mains. This inspection should be performed by the Water District's Inspector or Manager in the presence of the Contractor and Developer.
11. The Developer shall furnish the Water District with a cost breakdown showing the total cost of construction.
12. The Developer shall furnish the Water District any permanent easements necessary to cross other property.
13. When water service is needed, the Developer may order and secure meters from the Water District. In any areas where excessive pressure exists (in excess of 80 pounds per square inch static pressure), the Developer is responsible for the installation of individual pressure reducing valves on the service connections downstream of the water meter.
14. Before acceptance of the water mains by the Water District, the Developer must convey to the District a notarized bill of sale deeding these mains to the Water District.

The conditions and standards which correspond to the specifications on all of the Developer's jobs are on file at the Water District's office. It is the responsibility of the Developer and its contractor to familiarize themselves with the specifications prior to starting work.

**APPLICATION FOR PERMISSION TO CONSTRUCT
EXTENSIONS TO DISTRIBUTION SYSTEM OF
LAKEWOOD WATER DISTRICT, PIERCE COUNTY, WASHINGTON**

(ENGINEER SELECTED BY DEVELOPER)

The undersigned hereby makes application to the Lakewood Water District, Pierce County, Washington, for permission to construct and install water mains in the _____ development utility easement(s) and in the public right-of way under the District's franchise, and connect to the District's water system, and makes the following representations and promises, to-wit:

1. The proposed mains and/or improvements will be installed in approved locations on described property which is owned by Applicant or other persons who are contributing to the cost thereof, or within appropriate easement areas.

Legal Description of Property: _____

Parcel Number: _____

Common Description/Address: _____

2. The proposed mains, to be approximately a total of _____ lineal feet, shall be installed in accordance with plans approved by the Water District's Manager and in accordance with the Water District's standards and conditions for constructing extensions to the water system, a copy of which has been made available to Applicant.
3. The Developer will select its own engineer and be responsible for their payment. Said Developer shall prepare the proposed plans. The Water District shall be paid at the current standard hourly rate, plus costs, and will require a cash bond (in an amount determined by the Water District Manager, in their sole discretion) before work can be initiated. The Water District's Manager shall be responsible for the following items:
 - a. General consultation with the Developer regarding the requirements of the Water District, including review of the proposal, bill of sale and easement or easements, if any, to be prepared by the Developer or their agents.
 - b. Verify Fire Marshal's approval of the project plans (plans to be submitted to Fire Marshal by Developer or their engineer).

- c. Reviewing the plans of the Developer for compliance with the conditions and standards of the Water District.
- d. Verify receipt of permits from the state, Pierce County and/or the City of Lakewood (application to be performed by Developer/Engineer).
- e. Inspection of the field layout of the Developer's design for compliance with the contract plans.
- f. Inspection of the construction in progress for compliance with the conditions and standards of the Water District. Inspection by Lakewood Water District will be at contractor's expense.
- g. Review of the pressure test results and obtaining water purity samples. (Sampling to be done by the Lakewood Water District and charged to the Developer.)
- h. Final inspection of the completed water main extension for acceptance by the Water District.
- i. Providing administrative documentation for Water District records as required.

If, after authorizing the Water District's Manager to commence these tasks, the Developer decides not to complete the proposed project, the Water District shall receive payment from the Developer computed on an hourly basis for all services performed.

- 4. The Developer agrees to install the improvements in accordance with the standards prescribed by the District. The Developer is also responsible for the installation of water mains and appurtenances as set forth in the drawings and specifications.
- 5. The Developer's extension is directed to certain areas in the District where pressures are relatively high. It is the Developer's responsibility to provide individual pressure reducing valves in these areas on the services or engineered in the system.
- 6. Upon completion of the improvements, and upon the approval thereof by the Water District, a bill of sale approved or furnished by the District, together with a valid deed to any easement required in connection therewith, cost documentation and maintenance bond (in the amount of 5% of the cost of the improvement) shall be delivered to the District. Upon acceptance by the Water District, such facilities shall be subject to the control, use and operation of the Water District, which may

apply thereto all regulations, conditions of service, and make such charges as the Board of Commissioners of the District deems reasonable and proper.

7. Water will not be furnished to any new development until all requirements are completed and all bills connected with construction and approval of the facilities have been paid.

DATED at _____, Washington, this _____ day of _____, 20____.

DEVELOPER _____

ADDRESS _____

E-Mail _____

Upon compliance with the above terms and conditions of the contract documents furnished by the Water District to the above-named Applicant, Lakewood Water District will accept said extension and furnish water service thereto.

LAKWOOD WATER DISTRICT

By: _____
General Manager

DEVELOPER’S EXTENSION AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 20____, between Lakewood Water District, organized under the laws of the State of Washington (hereinafter referred to as the “District”) and _____ and _____ (hereinafter) referred to as the “Contractor” and the “Developer”).

RECITALS

WHEREAS, the Contractor and Developer have proposed to install, at the Developer’s cost estimated to be \$_____, a water distribution main and related operating equipment and appurtenances (hereinafter “improvements”) to District standards and specifications at the following described property:

Legal Description: _____

Common Address: _____

the details of which are further referred to on Drawing No. 1 attached hereto as Exhibit A and by this reference incorporated herein, and to furnish a bond to the District, holding it harmless from negligence of the Contractor or subcontractor, liens, third-party liability and defective material or equipment, a copy of which is attached hereto as marked Exhibit B and by this reference incorporated herein; and

WHEREAS, at the completion of said work, the Developer proposes to convey all of the improvements to the District by fully executed bill of sale, a copy of which is attached hereto as Exhibit C and by this reference incorporated herein;

NOW, THEREFORE, in consideration of the mutual benefits to be derived by all parties hereto, it is agreed as follows:

1. The Contractor shall proceed to furnish said Performance and Payment Bond and, at the cost hereinabove provided for, to construct the improvements in accordance with the District’s Standards and Specifications, a copy of which is attached hereto as Exhibit D and by this reference incorporated herein.

2. Upon completion of the work by the Contractor and upon acceptance of the improvements by the District for the purpose of providing maintenance and operation, Developer shall furnish all necessary conveyances, such as the Bill of Sale and the Maintenance Bond, in a form to be approved by the District, including a duly executed easement providing access to the improvements for purposes of maintaining, repairing or replacing, if necessary, the

proposed improvements, a copy of which is attached hereto as Exhibit E and incorporated herein by this reference.

3. From the date of acceptance, the District shall maintain and operate the improvements conveyed and provide water service to the property.

4. The District reserves the right to install, if necessary, any and all of the improvements on Exhibit A hereto, with all costs of construction to be paid by Developer.

5. Prior to the start of construction, all proposed deviations from the specifications shall be submitted in writing to the Manager of the District and approved by the District.

6. Prior to the start of construction, all "approved equal" materials shall be submitted in writing to the Manager of the District and cannot be substituted for specified materials without his prior written approval.

LAKWOOD WATER DISTRICT

By: _____
General Manager

CONTRACTOR:

By: _____
Its _____

DEVELOPER:

By: _____
Its _____

LWD Approval
Date _____
Int. _____

LAKWOOD WATER DISTRICT
11900 Gravelly Lake Drive SW
Lakewood WA 98499

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned grantor(s) does by these presents hereby grant, bargain and convey, set over, assign, transfer and sell to the Lakewood Water District, Pierce County, Washington, a municipal corporation, the following described water mains and appurtenances hereto, situated in Pierce County, Washington.

ALONG	FROM	TO	SIZE	LENGTH
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The said grantor(s) hereby certifies that he/she/they/it is/are the sole owner(s) of all the property described above, that they have full power to convey the same and that they will defend the said titles of said Water District against any and all persons lawfully making claim thereto.

The total cost of installing the above described extension(s) to the present Water District system including labor and materials, is _____ dollars (\$_____).

IN WITNESS WHEREOF, this Bill of Sale is executed this _____ day of _____, 20____.

GRANTOR:

STATE OF WASHINGTON)
)ss.
COUNTY OF PIERCE)

On this day personally appeared before me _____ to me known to be the individual or individuals described herein and who executed the within and foregoing instrument, and acknowledge that he/she/they executed said instrument as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this ____ day of _____, 20__.

(Signature)

(Print Name)

NOTARY PUBLIC in and for the State of Washington, residing at

My Commission expires: _____

After Recording, Return to:
Lakewood Water District
11900 Gravelly Lake Drive SW
Lakewood, WA 98499

EASEMENT FOR WATER UTILITIES (WATER PIPELINE)

*NOTE: "Document must meet the Pierce County Auditor requirements posted at:
http://www.co.pierce.wa.us/pc/abtus/ourora/aud/Recording/recording_requirements.htm*

The Grantor, _____, does hereby grant to Lakewood Water District, Pierce County, Washington, a municipal corporation, Grantee, its successors and assigns, an easement over, through, under, across, upon and in the following described real property situated in Pierce County, Washington, as depicted in Exhibit A, to wit:

Parcel # _____ being described as follows:

An easement over, under and across the above parcel as described:

for construction, operation, maintenance, repair, and/or replacement of a water pipeline and appurtenances thereto, together with all rights of ingress and egress to and from said easement for all purposes necessary and related thereto. Grantor, its heirs and assigns, agree to refrain from constructing or maintaining any structures (such as buildings and appurtenances, sheds, carports, above or underground vaults or manholes, or large utility lines), allow substantial vegetation, or allow any items or debris in the easement that would prohibit Grantee the full use and enjoyment of said easement.

DATED this ____ day of _____, _____.

GRANTORS:

(document continued)

Easement for Water Utilities
Lakewood Water District and _____ Parcel # _____
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STATE OF WASHINGTON)
)ss.
COUNTY OF PIERCE

On this day personally appeared before me _____ to me known to be the individual or individuals described herein and who executed the within and foregoing instrument, and acknowledge that he/she/they executed said instrument as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this ____ day of _____, _____.

(Print Name) _____

NOTARY PUBLIC in and
for the State of Washington,
residing at _____

My Commission expires: _____

PERFORMANCE AND PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, the undersigned, _____, as principal, and _____, a corporation organized and existing under the laws of the State of Washington, as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to Lakewood Water District in the penal sum of \$ _____, (100% value of materials, equipment & time of water improvements installed by principal) for the payment of which sum on demand we bond ourselves and our successors, heirs, administrators and/or personal representatives, as the case may be.

This obligation is entered into pursuant to the statutes of the State of Washington.

DATED this _____ day of _____, 20 ____.

THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT:

WHEREAS, Lakewood Water District has executed or is about to execute a certain contract with the above bonded principal and providing for installation of a water distribution main and related operating equipment at the location referred to on Exhibit A attached to the contract, which contract is incorporated herein by reference; and

WHEREAS, the said principal has executed or is about to execute the contract and undertake to perform the work therein provided for in the manner and within the time set forth;

NOW, THEREFORE, if the said _____ shall faithfully perform all of the provisions of said contract in the manner and within the time herein set forth or within such extension of time as may be granted under said contract, and shall pay all laborers, mechanics, subcontractors and material men and all persons who shall supply said principal or subcontractors with provisions and supplies for the carrying on of said work and shall hold said Lakewood Water District harmless from any loss or damage occasioned to any person or property by reason of any carelessness or negligence on the part of said principal or any subcontractor in the performance of said work, and shall indemnify and hold Lakewood Water District harmless from any damage or expense by reason of failure of performance as specified in said contract, or from defects appearing or developing in the material or workmanship provided or performed under said contract within a period of one year after its acceptance by Lakewood Water District (and agrees to correct or replace any defective work or material discovered within such year), then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

AND FURTHER, we, the undersigned Developer, as principal, and _____,
a corporation organized and existing under the laws of the State of Washington and duly
authorized to do business as a surety in the State of Washington, are jointly and severally held
and firmly bound to Lakewood Water District in the sum of _____
Dollars (\$_____) for the payment of which we do jointly and severally bind ourselves,
our heirs, executors, administrators, successors and assigns by these presents.

WITNESS our hand this _____ day of _____, _____.

PRINCIPAL:

By: _____

Its _____

SURETY, ATTORNEY-IN-FACT:

By: _____

Its _____

Address:

Approved:

LAKWOOD WATER DISTRICT

By: _____

General Manager

MAINTENANCE BOND

BOND
NO. _____

KNOW ALL MEN BY THESE PRESENTS

That _____ as Principal, hereinafter called Contractor, and _____, as Surety, hereinafter called Surety, are held and firmly bound unto **Lakewood Water District** as Obligee, hereinafter called Owner, in the penal sum of fifteen percent (15%) being \$ _____, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____ entered into a contract with Owner for **Water Service** in accordance with the General Conditions, the Drawings and Specifications, which contract is by reference incorporated herein, and made a part hereof, and is referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall remedy any defects due to faulty materials or workmanship which shall appear within a period of **One (1)** year from the date of substantial completion of the work provided for in the Contract, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that Owner shall give Contractor and Surety notice of observed defects with reasonable promptness.

SIGNED and sealed this _____ day of _____, 20____.

IN THE PRESENCE OF:

(Contractor)

By: _____
Witness

By: _____
(Seal)

Title

By: _____
Surety, Attorney-In-Fact

LAKWOOD WATER DISTRICT

DESIGN AND CONSTRUCTION SPECIFICATIONS AND STANDARDS

Design and construction of Lakewood Water District facilities shall be completed in accordance with the District's separately bound **DESIGN AND CONSTRUCTION SPECIFICATIONS AND STANDARDS- 2024** manual.