

CITY OF UNION GAP, WA

SEWER DEVELOPER STANDARDS

G&O #00005

ADOPTED NOVEMBER 13, 2000

**CITY OF UNION GAP, WASHINGTON
ORDINANCE NO. 2278**

AN ORDINANCE adopting the Water/Sewer Developers Conditions and Standards prepared by Gray & Osborne, Inc. as the official standards for water and sewer development for the City of Union Gap.

WHEREAS, at the Regular Council Meeting of November 13, 2000, the Council adopted the Water/Sewer Developers Conditions and Standards.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF UNION GAP DO
ORDAIN**, as follows:

Section 1. The City of Union Gap hereby adopts the Water/Sewer Developers Conditions and Standards prepared by Gray & Osborne, Inc., as the official standards for water and sewer development for the City.

ADOPTED AT ITS REGULAR MEETING this 22ND day of January 2001.


Aubrey C. Reeves, Jr., Mayor

ATTEST:


Kathleen M. Holscher, City Clerk

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11/07/00

DIVISION 1

**DEVELOPER AGREEMENT FOR
SEWER EXTENSIONS**

CITY OF UNION GAPDEVELOPER AGREEMENT

This agreement, by and between the City of Union Gap, a municipal corporation, hereinafter referred to as "City", and the property owner or party responsible for the property, _____, hereinafter referred to as "Developer":

WITNESSETH: That whereas the City of Union Gap, a municipal corporation provides sewer service within the corresponding sewer service area boundary, and the above-named Developer is preparing to construct an extension, modification, or additions hereto, and said development requires the City's sewer service;

WHEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Developer agrees to construct the sewer system additions, or changes thereto, to be connected to the City's sewer system, with the agreements conditioned as set forth below. The sewer system additions or changes thereto, are to be located within that area commonly referred to as _____, which property is described in Exhibit "A" attached hereto and referred to hereinafter as "Premises".
2. As a condition precedent to City's obligations under this agreement, the Developer shall construct the proposed sewer system addition, or changes thereto, within said premises so as to conform with City's Standard Specifications and Details for construction (see Divisions 4, 5, and 6), as adopted together with any amendments thereto hereinafter made, and further to conform with the City's comprehensive planning documents, as amended, which agreement shall include any oversizing of sewer lines, pumping facilities, and collection facilities necessitated by the comprehensive planning documents.
3. The Developer agrees that the construction of the sewer system addition or changes thereto, shall not commence until the following conditions have been fulfilled:
 - a. The Developer shall furnish the City with three (3) sets of detailed plans for the sewer system addition or changes thereto, prepared by a qualified engineer (who shall be currently licensed and registered as a professional engineer in the State of Washington) at the Developer's own expense.
 - b. The Developer shall submit a project construction cost estimate prepared by the Developer's engineer (who shall be currently

licensed and registered as a professional engineer in the State of Washington) at the time plans are submitted to the City for review.

- c. The Developer shall pay a non-refundable fee for review of design documents and inspection of public works improvements. Review and inspection fees shall be based on the quantity of each item to be constructed. For the purpose of calculating review and inspection fees, the value of public works improvements must be approved in writing by the City. Materials used to construct public works improvements must be approved in writing by the City. Review and inspection fee calculations shall be calculated and submitted by a Washington State licensed professional Engineer.

For proposals involving public works improvements valued at less than five hundred thousand dollars (\$500,000), review and inspection fees shall equal the greater of three hundred dollars (\$300) or five percent of the value of the public works improvements. For proposals involving public works improvements valued between five hundred thousand dollars and one million dollars (\$500,000 - \$1,000,000), review and inspection fees shall be twenty-five thousand dollars (\$25,000). For proposals involving public works improvements valued at more than one million dollars (\$1,000,000), review and inspection fees shall be equal to two and one-half percent of the cost of the public works improvements.

Proposals will ordinarily be reviewed and inspected in the order they are submitted to the City. An applicant may request expedited review or inspection. However, an applicant shall have no right to such expedited review or inspection. The City may determine the terms and conditions of such expedited review or inspection, including, without limitation, compensation for overtime work.

- d. Upon completion meeting the City's requirements, the City will approve, in writing, the Developer's plans.
- e. Five copies of the final approved plans shall be submitted to the City by the Developer.
- f. Minimum requirements for all plans for sewer system additions or changes thereto, submitted to the City for review are:

- (1) All preliminary plans and documents shall be submitted in triplicate, wherein one set is to be retained by the City, one set is to be returned to the applicant, and one set is to be retained by the City's consultant.
- (2) A preliminary plat of the area in which said sewer system additions or changes thereto, are to be constructed, which plat has been approved by the Yakima County Planning Department or City Planning Commission and/or City Council.
- (3) A map showing the location of the plat in relation to the surrounding area.
- (4) A contour map of the plat with contour intervals of five feet or less extending fifty (50) feet beyond the plat/property lines.
- (5) A map showing the location and depth of all proposed utilities and any connections and/or interconnections to existing facilities or future extensions.
- (6) A 1"-50' plan of the sewer system showing streets, lot lines, dimensions, and location of bench marks and monuments for the proposed plat, together with an indication of the development of the adjacent property.
- (7) A profile 1"=50' horizontal and 1"=5' vertical of the finished road grades with the sewer lines and other pertinent underground utilities located, with elevations noted thereon. The elevation datum shall be the same as used by the City.
- (8) Full-sized detail sheets shall be included as part of the construction drawings, as required to clearly indicate the details for all of the sewer system addition or changes thereto, to be constructed, consistent with City standards.
- (9) Specifications as required describing the work, consistent with City's standard specifications.
- (10) Approval from all regulatory agencies.

- g. Construction requirements in addition to the City's standard specifications and details for developer extensions, as adopted, are as follows:
- (1) All streets and/or roadways shall be graded to within six inches of final grade before installation of sewer lines.
 - (2) All lots shall be fully staked to assist all parties involved in the proper location of sewer services.
 - (3) All contractors shall have a Washington State Contractors License.
 - (4) The Developer's sewer system addition or changes thereto, on Premises shall not be connected to the City's system until authorized by the City, and such connection shall be performed under the supervision and direction of the City.
- h. Developer hereby agrees to hold harmless the City and its officials, employees and agents from any liability, damage, cost, or expense of any type, including court costs and reasonable attorneys fees, in any manner relating to, caused by, or arising out of this project, specifically including but not limited to personal injury or death, property damage, or any damages resulting to the City's sewer facilities or users thereof, together with any expense or liability incurred by City or its officials, employees or agents by reason of Developer's (or Developer's agents', or Developer's contractors' or subcontractors' agents') breach of any covenant contained on any franchise granted for the purpose of enabling the Developer to undertake construction. Developer further agrees that in the event any agent of the City discovers that the Developer is violating such franchise in any respect or if the Developer damages any of the City's facilities, the City shall give the Developer such notice as is reasonable under the circumstances to make repairs or restoration. In such event that the City deems it necessary to make any repairs or restoration (emergency or otherwise), the City shall be reimbursed for all costs thereof. Notice to the Developer shall be given at the following address:

Name:

Address:

Telephone:

4. The construction of Developer's sewer system addition or changes thereto, on the Premises shall be supervised by the City or its consultant in such a manner and at such times as the City deems reasonably necessary to assure that construction of the system will conform with the above-mentioned plans and specifications. The Developer herewith agrees to allow such inspections and agrees to cooperate providing reasonable advance notice on his construction schedule during the various construction phases as requested by the engineers.
5. The Developer's sewer system addition or changes thereto, on Premises shall not be accepted for service and use until the same have been fully inspected and approved, and the following requirements have been performed:
 - a. Prior to request for final acceptance, submit to the City the original tracings with all changes from the original design corrected to reflect the as-built conditions (any unconstructed facilities and notes which no longer apply shall be completed removed from the as-built drawings). The Developer's Engineer (who shall be currently licensed and registered as a professional engineer in the State of Washington) shall certify the accuracy of the record drawings and shall affix his seal and signature to each and every sheet. As-built drawings shall include, at a minimum, the following items:
 - Sewer lines: materials, lengths, size, and location
 - Manholes: ID number, invert elevations (inlet(s) and outlet(s)), rim elevation, size of sewer lines, manhole diameter and type
 - Side sewers and stubbouts : location, size, length, depth of bury at property line, and address or lot number served (a table may be used in lieu of indicating each on the plans)
 - Cleanouts: location, type, and size
 - Force main blocking and valves: location, size, and type
 - Sewer flow meters: size, location, and type
 - Public utility easements: locations and widths, recording number (both the County's and the City's recording number)
 - b. Payment of all permit fees and equivalent assessment charges and any other applicable City charges required for Premises.
 - c. Payment of all plan check and inspection fees.
 - d. Prepare, furnish for review, and then record the required easements in accordance with City's standard form, and furnish the recorded document to the City. New public utility easements shall be a minimum of 20 feet in width. All easements shall be shown on the Developer's plans and

indicate both the assigned City of Union Gap easement number and the recorded Yakima County easement number.

- e. Furnish the City with an affidavit warranting there are no liens against the improvements constructed on Premises by him/her, this affidavit to be in the form prescribed by the City (see Exhibit "B").
 - f. Furnish the City with a Bill of Sale conveying the sewer system addition or changes thereto, which is to become the property of the City and is defined in the Bill of Sale. Sewer system additions or changes thereto sold to the City shall include a two-year guarantee, in the form of a Developer's Bond, that the improvement will be free of defects in labor and materials. Form to be as prescribed by the City.
 - g. Where the Developer is allowed to use private property adjacent to the work, the property so used shall be returned to its original or superior condition. The Developer shall make all arrangement in advance with such property owners, to insure that no conflicts will ensue after the property is restored as described above. The Developer shall furnish the City with a written release from said private property owners, if the City deems it to be necessary to obtain such document. Upon performing all requirements, including those as set forth in Paragraph 5 above, the City shall accept the sewer system additions or changes thereto which are defined in the Bill of Sale, and agree therewith to take on the operation and maintenance of said system.
6. In the event any warranty repairs are required, the City agrees, whenever feasible, to provide the Developer with reasonable notice before directly undertaking such repairs. The City reserves the right, however, to effect emergency repairs as deemed necessary by the City's engineers and/or supervisors. The Developer shall reimburse the City for all costs and expenses thereof.
 7. For the purpose of applying RCW 4.24.115 to this Agreement, the Developer and the City agree that the term "damages" applies only to the finding in a judicial proceeding and is exclusive of third party claims for damages preliminary thereto.

The Developer agrees to indemnify and hold harmless the City from all claims for damages by third parties, including costs and reasonable attorney's fees in the defense of claims for damages, arising from performance of the Developer's express or implied obligations under this Agreement. The Developer waives any right of contribution against the City.

It is agreed and mutually negotiated that in any and all claims against the City or

any of its agents or employees by any employee of the Developer, any contractor or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Developer or any contractor or subcontractor under Workmen's Compensation Acts, disability benefits acts or other employees' benefits acts. The City and the Developer agree that all third party claims for damages against the City for which the Developer's insurance carrier does not accept defense of the City may be tendered by the City by the Developer who shall, if so tendered by the City, accept and undertake to defend or settle with the Claimant. The City retains the right to approve claim investigation and counsel assigned to said claim and all investigation and legal work product regarding said claim shall be performed under a fiduciary relationship to the City. In the event that the City agrees or a court finds that the claim arises from the sole negligence of the City, this indemnification shall be void and the City shall be responsible for all damages payable to the third party claimant. In the event that the City and the Developer agree or a court finds that the claim arises from or includes negligence of both the Developer and the City, the Developer shall be responsible for all damages payable by the Developer to the third party claimant under the court findings, and, in addition thereto, the Developer shall hereunder indemnify the City for all damages paid or payable to the City under the court findings in an amount not to exceed the percentage of total fault attributable to the Developer. For example, where the Developer is 25% negligent, the Developer shall not be required to indemnify the City in any amount in excess of 25% of the claimant's total damages.

8. Under no circumstances shall the Developer or his contractor affect emergency repairs to the sewer system in the event that construction activities should disrupt or damage the sewer system, without first contacting and receiving authorization from the City. In the event the Developer in his operation damages or disrupts existing improvements, the repairs shall be made at the Developer's expense. In the event they are so damaged or the service disrupted and the Developer fails or is unable to immediately restore the service, then Owners of the improvements may cause the repairs to be made by others and all costs for the same shall be at the Developer's own expense.

Where the construction crosses or is adjacent to existing utilities, the Developer shall exercise extreme care to protect such utilities from damage.

The Developer is alerted to the existence of Chapter 19.122 RCW, a law relating to underground utilities. If any damage is done to an existing utility, the Developer shall notify the utility company involved, and comply with the provisions of RCW 19.122. Any cost to the Developer incurred as a result of this law shall be at the Developer's expense.

The Developer shall be aware that some of the existing City-owned water facilities are known to contain asbestos cement (AC) pipe. The Developer shall conduct all work related to existing AC pipe in strict accordance with current WISHA safety regulations and provisions contained within WAC 296-62-077, and all other applicable federal, state, and local rules and regulations. All costs related to work in compliance with established rules and regulations shall be the responsibility of the Developer. Demolition of existing AC pipe, if required, will be permitted only after the proper permits have been obtained. The Developer shall be responsible for all associated fees and permits required for asbestos removal and disposal. Work crews shall be provided with proper protective clothing and equipment. Hand tools shall be used, and the AC pipe shall be scored and broken in lieu of sawing or other methods which release fibers into the atmosphere. Waste AC pipe shall be buried in the trench or removed and wastehailed to a state authorized asbestos-handling waste disposal facility. AC pipe to be abandoned in place shall not be disturbed, except as noted herein, and shall remain in its original position.

The Developer is cautioned that all existing drainage systems, whether open ditch, buried pipe, or drainage structures, are not on record. It shall be in the responsibility of the Developer to repair or replace all such systems found during construction, which are damaged by the Developer's construction, in a manner which is satisfactory to the City.

9. Upon performing all requirements, including those as set forth in Paragraph 5 above, the City shall approve the sewer system additions or changes thereto which are to remain the property of the Developer. The Developer shall remain responsible for all operation and maintenance of the said property.

SUBMITTED this ____ day of _____, 20__.

BY DEVELOPER *:

* If this Developer Agreement is signed by anyone other than the duly recognized property owner, the Developer shall provide written verification of authorization to act on the project.

CITY OF UNION GAP
DEVELOPER AGREEMENT

Accepted this ____ day of _____, 20__.

City Manager

CITY OF UNION GAP
DEVELOPER AGREEMENT

EXHIBIT "A"

PLAT NAME: _____

DEVELOPER: _____

LEGAL DESCRIPTION: _____

EXHIBIT "B"

AFFIDAVIT OF NO LIENS

STATE OF WASHINGTON)

) ss.

COUNTY OF YAKIMA)

Re: _____

The undersigned, being first duly sworn upon oath, depose and say:

I am the Developer of a sewer system addition or changes thereto, for the above mentioned plat, and hereby certify as follows:

1. That there are no liens against or which may be filed against said project.
2. That all debts, labor bills, and the state sales taxes have been paid in connection with the above-referenced improvements.

By: _____

SUBSCRIBED AND SWORN to before me this ____ day of _____,
20__.

Notary Public in and for the State
of Washington, residing at _____

(Notary Seal)

11/07/00

DIVISION 2

INSTRUCTIONS TO DEVELOPERS

CHECKLISTS

INSTRUCTIONS TO DEVELOPERS

It is required that sewer system additions or changes thereto shall conform to the City's comprehensive planning documents.

1. At the time that the preliminary plot plan is submitted to the City, a map showing the area to be served shall also be submitted, as well as documentation of proposed water usage which will contribute to the sewer system additions or changes thereto.
2. Prior to the installation of sewer lines, a "Developer Agreement" for sewer system additions or changes thereto must be signed by the Developer, and approved by the City. At this time, the Developer should authorize his consulting engineer to proceed with design and furnish the City three (3) copies of the preliminary drawings. After review and approval by all applicable agencies, the Developer's consulting engineer shall provide to the City five (5) copies of the final design of the sewer system additions or changes thereto. The City's approval of said plans is VOID after one (1) year from the approval date.
3. After the plans are complete and approved, the Developer, if he/she wishes, may call for bids for the work described herein. On all projects, the Developer is responsible for obtaining all necessary permits which may be required by federal, state, or local laws, which may include, but not be limited to, the following:
 - a) SEPA Checklist.
 - b) Approval by Union Gap including Fire Chief, building official, Planning committee, Water/Sewer committee, and city council where determined necessary.
 - c) City of Union Gap Building Permit.
 - d) City of Union Gap business license (a current City of Yakima business license will be accepted in lieu of a City of Union Gap business license).
 - e) State of Washington Permit and Bond for all work in existing State rights-of-way.
 - f) Yakima County Permit and Bond for all work in existing County rights-of-way.
 - g) Yakima Regional Clean Air Authority approval of Developer's dust control/abatement plan.
 - h) Department of Ecology construction permit for stormwater control.

- i) Department of Fish & Wildlife Hydraulic Project Approval (HPA).
4. On projects that are in public right-of-way or otherwise to be turned over to the City upon completion:
- a) The Developer shall only employ contractors that have the following qualifications (written verification of contractor's and subcontractor's qualifications shall be submitted to the City prior to beginning work on the project):
 - Licensed and bonded in the state of Washington;
 - Current Washington State Department of Labor and Industries Workman's Compensation account number;
 - Current Washington State Department of Licensing Contractor's Registration number;
 - Successfully completed five (5) projects of a similar nature and scope which have been completed by the contractor/subcontractor within the last 5 years. Projects shall have been for a municipality, county or state government, private utility company or special utility district. The general nature of the contractor's/subcontractor's work for each project shall be identified. Provide reference names and telephone numbers for all projects listed.
 - b) The Developer shall secure a Developer's Bond guaranteeing the completion of this work and payment of bills and guarantee the materials and workmanship for two (2) years.
6. After the award of the Contract and before proceeding with any work on the job, the Developer shall notify, in writing, the City Public Works Department at least 7 days in advance of start of work. The City, at this time may require a pre-construction conference. Any work that is performed without proper notification of the City will be summarily rejected. The City of Union Gap Standards and Specifications are contained in other sections of this document. It is the responsibility of the Developer and their contractor to familiarize themselves with the City's Standards and Specifications prior to starting work. On all construction work, the Developer shall be responsible for the performance of the work and any advice given by the City's Inspector is just that, and the Developer shall be responsible for directing their contractor. Nothing contained herein or advice given by the City's Inspector shall relieve the Developer of their responsibility for conformance with the approved plans and specifications and the City's Standards and Specifications.
7. During the progress of the work, the Developer shall keep the City informed of the work progress. The Developer shall request inspection by the City prior to covering pipe and at other major phases of construction.

8. The Developer and contractor shall notify the City Public Works Department, in writing, at least 7 days prior to request for connecting to the City sewer system, unless otherwise directed by the City. Under no circumstances shall any flows or debris of any kind be allowed to enter the City's sewer system until the sewer system additions or changes thereto have been tested, flushed, inspected and accepted by the City. All flows either directly or indirectly related to the Developer's project which may inadvertently enter the City's sewer system prior to final acceptance will result in additional fees to the Developer. Such fees will be based upon the general charge for sewage treatment plus 15 percent, as billed by the Yakima Regional Wastewater Treatment Plant to Union Gap.
9. After completion of construction, the Developer and contractor shall notify the City Public Works Department, in writing, at least 7 days prior to the desired date of the City's final inspection and recommendation for acceptance. This inspection shall be performed with the City, Contractor and the Developer in attendance.
10. The Developer shall furnish the City with a cost breakdown showing the total cost of construction for the construction.
11. The Developer shall furnish the City permanent easements that are necessary or applicable to the sewer system additions or changes thereto and all necessary as-built drawings, as detailed in the Developer Agreement.

PROJECT #: _____

**CITY OF UNION GAP
DEVELOPER EXTENSION CHECKLIST**

NAME OF PROJECT/PLAT: _____

DEVELOPER/OWNER: _____

CONTACT PERSON: _____ PHONE: _____

DEVELOPER'S ENGINEER: _____ PHONE: _____

CONTRACTOR: _____ PHONE: _____

CURRENT ZONING: _____

PROPOSED LAND USE: _____

		Applies to project? (Y / N)	City Dept.	Dept. Initial	Date
1.	Letter requesting availability of sewer, along with service area map submitted for approval (See Division 2, Item 1).		PWD		
2.	Developer Agreement submitted (See Division 1).		PWD		
3.	Corporate acknowledgement (See Division 3).		PWD		
4.	Cost breakdown furnished (See Division 2, Item 10).		PWD, CE		
5.	Three (3) copies of the detailed construction plans and specifications submitted for Plan Review (See Division 2, Item 2).		PWD		
6.	Master plan received (as applicable) (See Division 2, Item 1).		UC		
7.	Building Department review and approval of plans (See Division 2, Item 3b).		BO		

8.	SEPA checklist received (See Division 2, Item 3a).		UC		
9.	D.N.S., M.D.N.S., or D.S. made (See Division 2, Item 3).		BO		
10.	E.I.S. required/approved (See Division 2, Item 3).		BO		
11.	All applicable permits and business license(s) acquired (See Division 2, Item 3).		CM, BO		
12.	Easements received, reviewed, and approved by City attorney (See Division 3).		CA		
13.	Utility committee meeting (See Division 2, Item 3b).		UC		
14.	City Council action required on preliminary project (See Division 2, Item 3b).		UC		
15.	Five (5) copies of the final approved drawings submitted to the City (See Division 2, Item 2).		PWD		
16.	Developers Bond received, reviewed and approved by City Attorney (See Division 3).		CA		
17.	Contractor's insurance certificate approved by City Attorney (See Division 4, Section 22).		CA		
18.	Qualifications and references submitted for the Developer's contractor(s) and subcontractor(s) (See Division 2, Item 4a, and Division 4, Section 2b).		CM, PWD		
19.	PRE-CONSTRUCTION CONFERENCE:				
	A. Submit written notification to begin construction (See Div. 2, Item 6).		PWD		
	B. Submit Dewatering Plan. Submit		PWD		

	approved HPA from WA State Dept. of Fish & Wildlife as required (See Division 2, Item 3h).				
	C. Submit Dust Abatement Plan and Yakima Regional Clean Air Authority approval of said plan (See Division 2, Item 3f).		PWD		
	D. Submit Traffic Control Plan (See Division 5, Section 3).		PWD		
	E. Submit Stormwater Control Plan. Submit construction permit from WA State Dept. of Ecology as required (See Division 2, Item 3f).		PWD		
	F. Submit Erosion Control Plan (see Division 4, Section 5).		PWD		
20.	CONSTRUCTION:				
	A. Insurance certificate provided to City (See Division 4, Section 22).		PWD		
	B. Project officially begins (See Division 4, Section 5).		CE		
	C. Punchlist items completed (See Division 4, Section 5).		CE		
	D. Final inspection (See Division 4, Section 5d).		CE		
	E. City inspector recommends acceptance of construction as complete (See Division 4, Section 5d).		CE		
21.	City staff approval of construction (See Division 4, Section 5d).		CM, PWD		
22.	Written release from private property owners (as applicable) (See Division 4).		PWD		
23.	Bill of Sale received, reviewed and approved by City Attorney (See Division 3).		CA		
24.	Affidavit of No Liens received, reviewed and approved by City Attorney (See Division 1, Exhibit "B").		CA		

25.	Record Drawings completed, submitted, approved and in City's possession (See Division 1, Item 11).		PWD		
26.	All engineering fees, inspection fees, installation fees, and connection charges as applicable paid in full (See Division 2, Item 8, and Division 4, Section 5c).		CM		
27.	City Council – Final approval and acceptance of the project (See Division 2, Item 3).		CM		
28.	Two year warranty period expires (See Division 2. Item 4b).		CM		

PROJECT CLOSEOUT:

CITY MANAGER

City Department Abbreviations:

**UC - Utility Committee
CM - City Manager
BO - Building Official
PWD - Public Works Department
CA - City Attorney
FD - Fire Department
CE - City Engineer
PC - Planning Commission**

DIVISION 3

**DEVELOPER'S BOND
EASEMENT FOR SEWER PIPELINE
BILL OF SALE**

These documents are required only for those projects which will be turned over to the City upon completion of construction and approval and acceptance of the work by the City.

DEVELOPER'S BOND

Developer: _____

Surety: _____

City: _____

Amount: _____

Development: _____

KNOW ALL MEN BY THESE PRESENTS: Whereas the City of Union Gap, Yakima County, Washington, has accepted an agreement by the Developer for the construction of an extension to the City's sewer system additions, or changes thereto, to serve the development, in accordance with the City's regulations governing developer extensions, which regulations are incorporated into this agreement by reference, and which require the Developer to furnish a bond for the faithful performance of the work, and completion of the project within 365 days (within twelve months) from the date of approval of the Developer Agreement.

NOW, THEREFORE, we, the Developer and surety, are held and firmly bound to the City of Union Gap in the amount named above for the payment of which we do jointly and severally bind ourselves, our heirs, personal representatives, successors, and assigns by these presence.

THE CONDITIONS OF THIS OBLIGATION are such that if the Developer, or the Developer's heirs, personal representatives, successors, and assigns shall well and truly keep all the provisions of the regulations of the City applicable to the work described in the Developer's Agreement, and pay all laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such person or subcontractors with provisions and supplies for carrying on such work and shall indemnify and save harmless the City, its officers and agents, from any pecuniary loss resulting from the breach of said regulations, including the obligation of the Developer to replace or correct any defective work or materials discovered by the City within two years from the date of acceptance of the work, then this obligation shall become void; otherwise, it shall remain in full force and effect.

No change, extension of time, alteration or addition to the work to be performed by the Developer, shall affect the obligation of the principal or surety on this bond, and the surety waives notice of any such change, extension, alteration, or addition thereunder.

This bond is furnished pursuant to the requirements of Chapter 39.08 of the Revised Code of Washington, and the regulations of the City, and in addition to the foregoing, is made for the benefit of the City, together with all laborers, mechanics, subcontractors, materialmen, and all persons who supply such person or subcontractors with supplies and equipment for the carrying on of the work covered by this agreement, whether or not such work is deemed to be "public work" under the laws of the state of Washington.

In witness whereof, the Developer and surety have caused this bond to be signed and sealed by their duly authorized officers or representatives this _____ day of _____, 20 ____.

Developer

By: _____

Surety

By: _____

(Corporate Acknowledgement)

STATE OF WASHINGTON)

COUNTY OF YAKIMA)ss:
)

On this _____ day of _____, 20____, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared _____ AND _____ to me to be the _____ President and _____ Secretary, respectively, of _____ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he/she authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, RESIDING AT _____

APPROVED AS TO FORM:

City Attorney

**CITY OF UNION GAP, YAKIMA COUNTY
EASEMENT FOR SEWER PIPELINE**

The Grantor, _____ does hereby grant to the City of Union Gap, Yakima County, Washington, a municipal corporation, Grantee, its successors and assigns, an easement and right of access to, over, through, under, across, upon and in the following described property situated in the City of _____, Yakima County, Washington, to-wit:

for the construction, operation, maintenance, repair, and/or replacement of a sewer pipeline and appurtenances thereto, together with all right of ingress and egress to and from said easement for all purposes necessary and related thereto.

Dated this _____ day of _____, 20__.

Grantor _____

Grantor _____

XX

(Individual Acknowledgement – see page 3 for Corporate Acknowledgement as needed.)

STATE OF WASHINGTON)

)ss.

COUNTY OF YAKIMA)

On this _____ day of _____, 20__, before me, the undersigned Notary Public, in and for the state of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the individual who executed the within and foregoing instrument and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, RESIDING AT _____

DESCRIPTION	ALONG	FROM	TO	SIZE	LENGTH
-------------	-------	------	----	------	--------

IN WITNESS WHEREOF the grantor(s) has/have executed these presence this _____
day of _____, 20____.

(Individual Acknowledgement – see page 3 for Corporate Acknowledgement as needed.)
STATE OF WASHINGTON)

On this _____ day of _____, 20____, before me, the undersigned Notary Public, in and for the state of Washington, duly commissioned and sworn, personally appeared, _____, to me known to be the individual(s) who executed the within and foregoing instrument and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, RESIDING AT