

JOHNSON COUNTY WASTEWATER  
PROCEDURES FOR PRIVATELY FINANCED GRAVITY SEWER MAIN EXTENSION

- A. DISTRICT ENLARGEMENTS. All areas served by sewer mains under the jurisdiction of Johnson County Wastewater (JCW) in Johnson County must be in the legally created Consolidated Main Sewer District (CMSD).
1. The Engineer must obtain the Sub-District, Lateral Sewer District, and Section number designations and any Consolidated Main Sewer District enlargement requirements from JCW prior to the initial plan submittal. Joint Sewer District (JSD) or Lateral Sewer District (LSD) enlargement may also be necessary. Submit an exhibit showing the property location and boundary to JCW to request enlargement requirements and District designation information.
  2. If the area to be served is not located within the CMSD (and/or Joint Sewer District (JSD) and/or Lateral Sewer District (LSD), as applicable), the Engineer must submit a legal boundary description and an 8-1/2" x 11" exhibit of the area to be enlarged into the CMSD (and/or JSD and/or LSD) to JCW. The exhibit shall be titled: Exhibit A - Enlargement to the Consolidated Main Sewer District (and/or to the Joint Sewer District and/or to the Lateral Sewer District, as applicable) and shall include the following information:
    - a. A written boundary description for the property (if adjacent to a street or streets, the boundary shall be described to the center of adjacent street(s)).
    - b. A map showing the property boundary; the point of beginning for the boundary description and the description from the point of beginning to the property boundary; the Section, Township and Range numbers; north arrow; and the date of document preparation or subsequent document revision(s). Sample documents are available from JCW.
  3. The Engineer shall prepare and submit the documents for review to JCW. JCW will prepare a petition, the City consent document and a resolution as applicable for the type of district enlargement. The petition will be returned to the Engineer to be executed (signed) by the property owner(s). The executed petition must then be returned to JCW with a check for processing the documents. The amount of the check is \$100 per property owner. The check shall be made out to JCW, shall include the following language on the check: "Enlargement document fee for project name". JCW shall submit the City consent document to the applicable City as needed. Plans may not be released for construction until the applicable City has provided consent. Once the correct exhibit, fees, petition and City consent have been submitted to JCW, JCW will transmit the documents to the Board of County Commissioners for execution. Plans shall not be released for construction until legal documents to enlarge/create (if required) have been received and approved by JCW. In Shawnee Mission Turkey Creek area, if applicable, a consent to levy must be signed

Note: See Attachment 14 for a listing of the JCW staff contact who can answer questions associated with the information presented in each paragraph.

- B. PROJECT SUBMITTAL. The following items are required for the initial project submittal:
1. Two sets of plans.
  2. The completed Kansas Department of Health and Environment (KDHE) mainline extension application form.
  3. The completed JCW Information Sheet.

4. The draft plat(s).

The project submittal will not be reviewed if any of the above referenced submittal items have been omitted. The draft written easements may be submitted with the second submittal; however, the draft easements must be submitted on the JCW form. All information, excluding the actual signatures and date of execution, must be completed on the form or the submittal will not be reviewed. The project plans, easements, KDHE application and JCW Information Sheet shall be prepared in accordance with JCW Minimum Plan Requirements for Gravity Mainline Extensions, JCW standards and applicable KDHE requirements. The JCW Minimum Plan Requirements for Gravity Mainline Extensions document can be found on the JCW website, [www.jcw.org](http://www.jcw.org), in the Download Forms section. A professional engineer licensed in the State of Kansas must seal the plans and KDHE application, in accordance with State of Kansas rules and regulations. A surveyor licensed in the State of Kansas must seal the easement and plat documents in accordance with current State rules and regulations. NOTE: THESE PROCEDURES ALSO APPLY TO MAIN RELOCATIONS.

- C. PLAN STATUS. Plan submittals are reviewed in the chronological order of receipt by JCW. You may check the JCW website, [www.jcw.org](http://www.jcw.org), to review the status of your plan submittal. Select "Main Line Status" from the main menu on the home page. Select the project name from the drop down menu on the Main Line Status page and select the Plan Review tab. JCW cannot provide the date that submittal comments will be sent to the engineer. Anticipate a minimum of two weeks to receive comments on the initial submittal for a project and a minimum of one week to receive comments on subsequent submittals. Phone messages and e-mails concerning the review comments are typically returned within one business day unless the recipient is not in the office.
- D. GARDNER LEAWOOD, LENEXA, OLATHE. As applicable, JCW will send plans to Gardner, Leawood, Lenexa or Olathe for approval prior to JCW release of the drawings for construction.
- E. PLAN ADMINISTRATION FEE. The Plan Administration Fee (PAF) should not be provided to JCW until the second submittal. See JCW Minimum Plan Requirements for Gravity Mainline Extensions for the PAF calculation. The name of the project must be noted on the PAF check. The check will be accepted only if the project name is noted on the check. The project will not be released for construction until the PAF has been provided. If City review is required, the PAF shall be provided before JCW will transmit the plans to the City.
- F. EASEMENTS. JCW shall not release plans for construction until all required written and/or platted easements for JCW facilities are obtained and submitted to JCW. JCW acceptance of the draft written easement document and/or plat must be obtained before the easement is executed or the plat is recorded. Draft written easement(s) shall be submitted to JCW no later than the second submittal. Written easement(s) shall be executed and the document original(s) submitted to JCW. JCW records all written easement originals with the Register of Deeds. A copy of the recorded plat must be provided to JCW for all platted easements. An executed blanket easement original may be provided for plan release, in lieu of the recorded plat, under the following conditions:
1. The draft plat must be approved by JCW before an executed blanket easement will be accepted.

2. A draft of the blanket easement placed on the JCW standard permanent easement form must be submitted for review and approval prior to submittal of the executed blanket easement.
3. The project shall not be accepted with the blanket easement and the project acceptance date shall not be issued by JCW until the Engineer has provided a copy of the recorded plat to JCW.
4. The recorded plat must match the draft plat approved by JCW.

G. PLAN RELEASE. JCW shall notify the Engineer, in writing, when the plans have been released for construction. Construction may not begin until JCW has released the plans to the Engineer, all items listed below in paragraph I have been confirmed by the Engineer, and the Engineer has provided all required documents to the JCW Senior Inspector. A copy of the plans released by JCW shall be on the job site at all times. Construction activities may be halted if the signed plans released by JCW are not on the job site.

Any deviations from the plans released by JCW shall be reviewed and re-released by JCW prior to construction of the deviation. Four copies of the applicable plan sheet(s) shall be submitted to JCW with all revisions clouded. The revisions shall be numbered and a brief explanation of the revision shall be included (with the corresponding number) on the plan sheet(s). A revised JCW Information Sheet, calculations, easements, additional PAF, etc., shall be provided as applicable. The revised sheets shall be released by JCW for construction and shall be on the job site at all times.

H. KDHE PERMITTING. Plans are submitted to KDHE for permitting after JCW has released the plans. The project shall not be accepted by JCW until KDHE has issued the permit for the plans and any comments made by KDHE have been addressed.

I. PRE-CONSTRUCTION REQUIREMENTS. See Attachment 1 for the required format for the "Start Work" letter. After the plans have been released for construction, the Engineer shall notify JCW, in writing, of the following prior to the start of construction:

1. Scheduled start date.
2. The contract amount for the sanitary sewer work.
3. The main extension contractor with confirmation the contractor is listed on the JCW Contractor List.
4. Provide a copy of the pipe certification and manhole certifications as attachments to the "start-work" letter.

Construction shall not begin until the Engineer has submitted this information to JCW. Status of JCW acceptance of the "Start Work" letter and attachments may be checked on the JCW website, [www.jcw.org](http://www.jcw.org). Select "Main Line Status" from the main menu on the home page. Select the project name from the drop down menu on the Main Line Status page and select the Pre-Construction tab.

The Engineer shall confirm the pipe certification meets or exceeds JCW specifications and meets or exceeds the service requirements prior to submittal to JCW. The pipe certification letter from the pipe manufacturer must include the following information:

1. The manufacturer's name
2. The project name
3. The main extension contractor's name
4. The pipe type

5. Pipe ASTM designations
6. Certification that the pipe to be installed on the project meets or exceeds JCW specifications and is designed to meet or exceed the intended service requirements (such as appropriate pipe class selection for depth of burial). Certification is required for each type and class of pipe to be installed on the project. See Attachment 2 for a pipe certification example for standard PVC pipe. Please note that certification information for ductile iron pipe linings and encasements or other types of pipe shall also be provided as applicable.

The Engineer shall confirm that the manhole certification meets or exceeds JCW specification requirements prior to submittal to JCW. The manhole certification letter from the manhole manufacturer must include the manufacturer's name, the project name, the main extension contractor's name, manhole ASTM designations, manhole diameter, wall thickness, base thickness, and other dimensions, reinforcing, concrete mix design, manhole joint sealant information, and manufacturer, model and ASTM designation information for the manhole steps, castings, joint gaskets and pipe to manhole gaskets. A separate certification shall be provided for each diameter manhole supplied on the project (ie. 4' dia., 5' dia., etc.). See Attachment 3 for a manhole certification letter example. In addition to the manhole certification review, the Engineer shall review shop drawings for the manholes on the project for general conformance with the plans and specifications. Copies of the shop drawings approved by the Engineer shall be submitted to JCW upon request.

The JCW Contractor List is available on the Privately-Financed Project page at [www.jcw.org](http://www.jcw.org). Contractors must be listed to perform work on privately financed main extension projects. JCW makes no warranties (implied or otherwise) as to the work performed by Contractors that have been listed. Contractors that do not appear on the list may apply for consideration. The application is available on the Privately-Financed Project page at [www.jcw.org](http://www.jcw.org).

- J. FULL-TIME INSPECTION. In accordance with KDHE (K.A.R. 28-16-55) and JCW requirements, the Engineer shall provide full-time engineering observation of the sanitary sewer construction by a qualified inspector to ensure the work is constructed in accordance with the plans and specifications released by JCW and permitted by KDHE and to ensure elimination of extraneous surface water and groundwater from the sanitary sewer system. The inspector shall be employed by the Engineer. The inspector shall record daily events in a Daily Inspection Log Diary. See Attachment 4 for: "A Listing of Duties and Responsibilities of the Engineer's Inspector" which describes the duties and responsibilities of the Engineer's Inspector on JCW projects. The Engineer shall schedule the JCW lamping inspection and all punch list inspection(s) of the work with the JCW Senior Inspector. The Engineer's inspector is responsible for recording and distributing (to the JCW inspector and the contractor) the punch list developed during the JCW lamping inspection and any subsequent punch list inspections. A copy of the daily log(s) from Engineer's full-time inspector shall be submitted to JCW upon request.
- K. PROJECT ACCEPTANCE. The following are required for JCW acceptance of a main extension project:
  1. JCW lamping inspection
  2. JCW inspection of all punch list items found during the lamping inspection
  3. Submittal of the air, mandrel and vacuum test results confirming all mains and manholes have met specified testing requirements.

4. Submittal of all compaction test results or certification of flowable fill and/or rock back fill installation at all pavement crossings as required by the City
5. Submittal of a copy of the recorded plat (if applicable, to replace an executed blanket easement).

The Engineer shall schedule the lamping inspection and all punch list inspections through the JCW Senior Inspector. The Engineer is responsible for the submittal of all test records, certifications and, as applicable, the recorded plat(s) to JCW.

The Engineer is responsible for monitoring the status of all submittal items required for project acceptance. Status of JCW acceptance of test records, certifications, plat(s), and inspections required for project acceptance may be checked on the JCW website, [www.jcw.org](http://www.jcw.org). Select "Main Line Status" from the main menu on the home page. Select the project name from the drop down menu on the Main Line Status page and select the Construction tab. The Engineer shall request a project acceptance date from the JCW Senior Inspector after the Engineer has provided all submittals required for project acceptance and all inspections have been completed. The as-built drawings shall be submitted only after the project acceptance date has been issued by JCW. See paragraph L for as-built drawing requirements. The Engineer shall prepare letter recommending JCW acceptance of the project and submit the letter with the final as-built drawing submittal. See Attachment 5 for the required format for the acceptance letter. The professional engineer sealing the plans must sign and seal the acceptance letter certifying the project was completed in accordance with the plans and specifications approved by JCW and KDHE as witnessed by the Engineer's full-time inspector.

- L. AS-BUILT RECORDS. The Engineer is responsible for maintaining as-built records for the main construction and for preparing and submitting the as-built record drawings for the project to JCW. After the project acceptance has been issued by JCW, the Engineer shall submit as-built plans in accordance with the requirements noted in the JCW As-Built Acceptance Checklist and the JCW Minimum Plan Requirements for Gravity Main Extensions. Drawings submitted prior to JCW issuance of the project acceptance date will be returned. See Attachment 6 for the As-Built Acceptance Checklist. The as-built drawings must be submitted to JCW within 30 days of the date of project acceptance by JCW. Sewer connection permits may be issued during the 60-day period following project acceptance; however, connections to the main will not be permitted until the as-built drawings have been accepted by JCW. After 60 days, permits will not be issued for the development until the as-built drawings have been accepted by JCW. Survey notes for the As-Built survey shall be submitted to JCW upon request. As-Built drawings are reviewed in the chronological order of receipt by JCW. JCW can not provide the date that as-built submittal comments will be sent to the engineer. Anticipate a minimum of two weeks to receive comments on the initial as-built submittal and a minimum of one week to receive comments on subsequent submittals. Status of JCW acceptance of the as-builts may be checked on the JCW website, [www.jcw.org](http://www.jcw.org). Select "Main Line Status" from the main menu on the home page. Select the project name from the drop down menu on the Main Line Status page and select the Bonds & As-Builts tab.
- M. RE-PLATS. If the area served by the project is platted or re-platted after plan release, the Site Developer and the Engineer shall provide a copy of the recorded plat and revised as-built plans for approval before permits shall be sold in that development.

- N. MAINTENANCE BOND. The main extension contractor shall provide a three-year maintenance bond to JCW in the amount of 50% of the construction cost of the main extension. The Engineer shall submit confirmation of the construction contract amount to JCW. The bond cannot be accepted until the Engineer has provided the contract amount confirmation. See Attachment 7 for the required bond form and an example. See Attachment 12 for information on completing the bond form. The bond form may not be retyped or altered in any manner. Sewer connection permits shall not be issued for the project until the main extension contractor has provided the maintenance bond for the main extension. Status of JCW acceptance of the maintenance bond may be checked on the JCW website, [www.jcw.org](http://www.jcw.org). Select "Main Line Status" from the main menu on the home page. Select the project name from the drop down menu on the Main Line Status page and select the Bonds & As-Builts tab. Please note the project name, district information and project acceptance date are also provided on this web page.
- O. DEVELOPER BOND OPTIONS. In addition to the maintenance bond from the main line contractor (paragraph N), a three-year bond is required from the developer to ensure the repair of any manholes damaged or buried by development-related activities. It is the responsibility of the developer to make adjustments to the manholes to match the final grade. The developer is required to repair any manholes that are damaged, or raise any manholes that have been buried, during development of the project. JCW will collect the entire amount of the funds secured by the bond should the developer fail to repair a damaged manhole or raise a buried manhole within 30 days of notification from JCW. The developer must provide for the three-year bond in the form of one of the following: a Bond, an Escrow Agreement, an Irrevocable Letter of Credit or a Developer Agreement. The amount of the bond option is calculated at the rate of \$300 per manhole included on the main extension plan set. See Attachments 8, 9, 10 and 11 for the developer bond form options and examples. The bond options must be completed as shown on the Attachment examples and as indicated in Attachment 12. The Bond, Escrow Agreement and Developer Agreement forms may not be retyped or altered in any manner. The form for the Irrevocable Letter of Credit must be copied to the issuing Bank's letterhead. The developer's Engineer can provide the information to be inserted in the form. Status of JCW acceptance of the developer bond option may be checked on the JCW website, [www.jcw.org](http://www.jcw.org). Select "Main Line Status" from the main menu on the home page. Select the project name from the drop down menu on the Main Line Status page and select the Bonds and As-Builts tab. Please note the project name, district information and project acceptance date are also provided on this web page.
- P. RESIDENTIAL SEWER CONNECTION PERMITS. Sewer connection permits for single-family or duplex construction shall not be issued by JCW until the construction of sanitary sewer mains is complete, all inspections and project records have been submitted to JCW (see paragraph K), the project has been accepted by JCW, the maintenance bond is provided by the main extension contractor, the developer bond option is provided by the developer and all documents have been accepted by JCW. The checklist for residential sewer connection permits is found on the JCW website, [www.jcw.org](http://www.jcw.org). Connections to main shall not be allowed until the main extension as-built plans have been accepted by JCW.
- Q. COMMERCIAL SEWER CONNECTION PERMITS. **There is a submittal and review process for commercial sewer connection permitting that is separate from the main extension submittal and review process. The application and submittal checklists**

**for commercial sewer connection permits are found on the JCW website, [www.jcw.org](http://www.jcw.org). Please note that the sewer connection permit is required to obtain the building permit from the City.** All projects other than single family and duplex residential are considered commercial. Application for commercial sewer connection permits can be made concurrently with the main extension application; however, the permits may be issued only as follows:

1. For commercial developments, where the site developer financially controls both the main extension and building construction (i.e. the site developer and building owner are the same), sewer connection permits may be issued to the developer/owner (i.e. applicant) at the time the sewer main extension plans are released for construction; provided, the developer bond option has been furnished by the developer and the maintenance bond has been furnished by the main extension contractor. A condition of the permit shall indicate that the sewer main extension(s) is not complete and the service line(s) shall not be installed until the as-built drawings are accepted by JCW and JCW has provided the applicant with written authorization to do so. Applicants installing service line(s) prior to written authorization by JCW may be fined and shall be required to remove any service line installed.
  2. For commercial developments, where the sewer construction and the building construction are controlled by separate individuals or groups, sewer connection permits shall not be issued by JCW until the construction of sanitary sewer mains has been completed and accepted by JCW, the developer bond option has been provided by the developer and the maintenance bond has been provided by the sewer main extension contractor. Connections to the main shall not be allowed until the main extension as-built plans have been accepted by JCW in either case.
  3. Sewer connection permits shall not be issued for any building(s) (regardless of building and property ownerships) where a sewer main relocation is required. The relocated main shall be completed and accepted by JCW, the developer bond option provided by the developer and the maintenance bond provided by the sewer main extension/relocation contractor prior to sewer connection permit issuance.
- R. SEWER MAIN EXTENSION FLOW CHART. See Attachment 13 for the Sewer Main Extension Flow Chart.
- S. JCW CONTACTS. See Attachment 14 for a list of JCW contacts for various aspects of the extension process.

(ENGINEERING COMPANY LETTERHEAD)

Date: \_\_\_\_\_

Johnson County Wastewater  
Attn: Lonnie Ponder, Senior Inspector  
11811 S. Sunset Drive, Suite 2500  
Olathe, Kansas 66061-7061

RE: Start Work Notification  
*Subdivision Name or Project Name with Plat Number and/or Phase Number*  
*Sub-District Name and Number, Lateral Sewer District Number, Section Number*  
KDHE Permit Number\*

This letter serves as notification that Contractor will begin construction of the above referenced project on Date. Contractor is on the Johnson County Wastewater Contractor List for Private Main Extensions (*see current Contractor list on JCW website*).

The contract amount for this sanitary sewer main extension project is \$\_\_\_\_\_.

In accordance with the Kansas Department of Health and Environment K.A.R. 28-16-55 and Johnson County Wastewater requirements, our firm will provide full-time construction observation for the purpose of ensuring the compliance with the plans and specifications approved by KDHE and released by JCW for construction and to ensure the elimination of extraneous surface and groundwater from the system.

The pipe and manhole certifications are attached. The certifications certify that the pipe and manholes to be supplied and installed for this project meet or exceed the Johnson County Wastewater Construction and Material Specifications for Sanitary Sewers.

Sincerely,

*Signature by the P.E. sealing the plans.*  
*Engineering Company Name*

attachments

cc: *Developer – Development Company*  
*Contractor – Construction Company*

\* Label as "Permit Pending" if permit has not been issued at the time of this letter.



**J-M Manufacturing Company, Inc.**

9 PEACH TREE HILL ROAD, LIVINGSTON, NEW JERSEY 07039 TEL: (201) 535-1633

**ATTACHMENT 2**

## *Certification of Conformance*

Date: August 16, 2001

This is to certify that J-M Manufacturing's standard inspection procedure was used in the inspection of the material covered by this order. The inspection indicates that the material supplied on:

J-M Order No.:

Your Order No.:

Project Name:

Distributor:

Branch/City/State:

has been manufactured in accordance with the specific requirements of the appropriate specification(s) (as noted below) for the product(s) shipped.

- ( ) 4" - 8" SDR35 Gasketed Fittings per ASTM D3034
- ( ) 4" - 15" SDR35 and SDR26 Sewer Pipe per ASTM D3034
- ( ) 18" - 27" PS46 Sewer Pipe per ASTM F679
- ( ) 18" - 36" PS46 Ribbed Profile Sewer Pipe per ASTM F794
- ( ) 18" - 48" Ribbed Profile Pipe per AASHTO M304
- ( ) 8" - 15" Perma-Rib Pipe per ASTM F794
- ( ) ½" - 12" Iron Pipe Size Pressure Pipe per ASTM D2241
- ( ) 4" - 12" Cast Iron Outside Diameter Pressure Pipe per AWWA C-900
- ( ) 14" - 30" Cast Iron Outside Diameter Pressure Pipe per AWWA C-905
- ( ) ½" - 12" Schedule 40 and 80 Pressure Pipe per ASTM D1785
- ( ) 1¼" - 8" Schedule 40 Drain, Waste, Vent (DWV) Pipe per ASTM D2665 and D1785
- ( ) 1½" - 6" Schedule 40 DWV Cellular (Foam) Core Pipe per ASTM F891
- ( ) 3" - 6" Solvent Weld Drain Pipe per ASTM D2729
- ( ) 4" - 12" Solvent Weld Perforated Underdrain Pipe per AASHTO M278
- ( ) ½" - 6" Schedule 40 and 80 UL-651 NEMA TC-2 Federal Spec WC-1094-A (Type II)
- ( ) ½" - 6" Schedule 40 and 80 UL-651 NEMA TC-2 Federal Spec WC-1094-A
- ( ) 1" - 6" DB-EB Type "C" NEMA TC-6 & TC-8 ASTM F512
- ( ) 6" - 15" PIP PVC Irrigation Pipe Dimensions per SCS 430-DD
- ( ) 15" - 27" PIP PVC Irrigation Pipe Dimensions per Annex A1 of ASTM D2241
- ( ) 1½" - 6" ABS Schedule 40 Foam Core/DWV Pipe per ASTM F-628
- ( ) PVC cell classification as defined in ASTM D1784 (Foam Core pipe per ASTM D4396)
- ( ) All Gaskets per ASTM F477

Certification for products or specifications not listed above will require submission of a copy of the specification for review by J-M Manufacturing Company's Quality Assurance Department in order to determine if certification is possible.

Sincerely,

Robert Wang  
Sales Coordinator  
J-M HQ - Livingston, NJ

cc: Order Packet

*(MANHOLE CERTIFICATION EXAMPLE)*

**THIS DOCUMENT IS IN DEVELOPMENT AND  
WILL BE DISTRIBUTED AT A LATER DATE.  
YOU WILL BE NOTIFIED WHEN THIS  
SUBMITTAL ITEM IS REQUIRED.**

**Duties, Responsibilities and Limitations of Authority of the Inspector**

**THIS DOCUMENT IS IN DEVELOPMENT AND  
WILL BE DISTRIBUTED AT A LATER DATE.**

(ENGINEERING COMPANY LETTERHEAD)

Date: \_\_\_\_\_

Johnson County Wastewater  
11811 S. Sunset Drive, Suite 2500  
Olathe, Kansas 66061-7061

RE: Letter of Acceptance  
*Subdivision Name or Project Name, Phase Number*  
*Sub-District Name and number, Lateral Sewer District Number, Section Number*  
KDHE Permit number

We have made final inspection of the above referenced project. This project was accepted by JCW on Acceptance Date.

We certify that this project was completed in accordance with the plans and specifications approved by JCW and by the Kansas Department of Health and Environment on Date under Permit Number \_\_\_\_\_.

The project includes \_\_\_\_\_ linear feet of \_\_\_\_\_ inch pipe type pipe and number \_\_\_\_\_-foot diameter manholes.

We hereby recommend that the above referenced project be accepted by the JCW subject to a 3-year maintenance bond by Contractor and the 3-year developer bond option by Developer.

It is understood that all manholes that need adjustment to match the final grade will be the responsibility of the developer.

Sincerely,

*P.E. Seal, Signature  
and date.*

*Signature by the P.E. sealing the plans.  
Engineering Company Name*

cc: *Developer Contact – Development Company  
Contractor – Construction Company*

ACCEPTED: Johnson County Wastewater

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

John Metzler  
Chief Engineer

**JOHNSON COUNTY WASTEWATER  
AS-BUILT ACCEPTANCE CHECKLIST**

**As-built drawings are due to the Johnson County Wastewater (JCW) Graphics Department 30 days after project acceptance. As-built plans, which are submitted prior to the project acceptance date, will be returned unchecked. If the as-built plans for the project have not been approved by JCW within 60 days of project acceptance, connection permits will not be issued. Permit issuance will not resume until the as-built plans have been accepted by JCW. The as-built plans for projects that require manhole top elevation adjustments after project acceptance must be submitted for review within the above-mentioned time frame. Once the top elevation field adjustments have been completed, the as-built plans may be picked up for top elevation revisions or resubmitted. If changes are numeric only, you may fax the elevation revisions to the JCW Graphics Department at (913) 715-8501.**

**Submittals:**

**First submittal**

- \_\_\_\_\_ Two (2) sets of bound as-built blueline prints on 24" x 36" paper.
- \_\_\_\_\_ Draft (1) digital file of the corrected/updated General Layout in Autocad (Release 12 or later) at a 1:1 scale **or** a table of X,Y (northing and easting) coordinate values in State plane coordinates (NAD 1983 Kansas North FIPS1501 feet). The table is to be submitted as delimited text, dbase IV (.dbf), or Microsoft Excel format version 4.0 or later. The center of the manhole structure is to be shown on the layout or indicated by the coordinate value on the table.
- \_\_\_\_\_ Draft copy of the Letter of Acceptance.

**Final submittal**

- \_\_\_\_\_ Two (2) sets of bound as-built blueline prints on 24" x 36" paper.
- \_\_\_\_\_ One (1) set of as-built mylar reproducibles (paper sepias will not be accepted).
- \_\_\_\_\_ One (1) digital file of the corrected/updated General Layout in Autocad (Release 12 or later) at a 1:1 scale **or** a table of X,Y (northing and easting) coordinate values in State plane coordinates (NAD 1983 Kansas North FIPS1501 feet). The table is to be submitted as delimited text, dbase IV (.dbf), or Microsoft Excel format version 4.0 or later. The center of the manhole structure is to be shown on the layout or indicated by the coordinate value on the table.

\_\_\_\_\_ The professional engineer overseeing the project design and construction shall seal each sheet of the mylars and the cover sheet of the bluelines. The seal shall be signed and dated after project acceptance date issued by JCW.

\_\_\_\_\_ Letter of acceptance signed and sealed by the professional engineer sealing the plans.

\_\_\_\_\_ One (1) set of as-built blueline prints shall be sent to the state if any changes are made to the construction plans after state approval. The transmittal letter shall explain the changes made after approval. A copy of the transmittal letter to the Kansas Department of Health and Environment (KDHE) shall be sent to the senior permit technician at Johnson County Wastewater (JCW).

\_\_\_\_\_ A copy of the survey notes for the As-Built survey shall be submitted to JCW upon request.

**Cover sheet:**

\_\_\_\_\_ Shall include project/subdivision name; Sub-district designation; section, township and range identification; and the following information as applicable: JSD# , LSD #, Section #, Main District designation, Contract number, Contract section number.

\_\_\_\_\_ A vicinity map showing the location of the project shall be shown with the appropriate section, township and range noted.

\_\_\_\_\_ Specify the date that the plans were classified as as-built (shall be on or after the project acceptance date).

\_\_\_\_\_ A summary of as-built quantities shall be included, which indicates the following information as applicable: pipe length, type, and size; number and size of manholes; number and size of tees; number of manhole stubs; length of reinforced concrete encasement; number of adjustments to existing manholes; etc. For in-place main abandonment or removals, the following quantity information shall also be provided: number and size of manholes removed; length, type and size of pipe removed; length, type, and size of pipe abandoned in place and quantity of flowable fill placed.

**Plan and Profile Sheets:**

\_\_\_\_\_ Invert Elevations: There may be no more than 0.5 feet difference between the in and out invert elevations within a manhole. All elevations and slopes shall be revised numerically (and, if changes are greater than one (1) foot vertically, graphically) to reflect as-built conditions.

\_\_\_\_\_ Manhole top elevations shall be revised numerically (and, if changes are greater than one (1) foot vertically, graphically) to reflect as-built conditions.

\_\_\_\_\_ Distances between manholes, lengths of service connection stubs, locations of clean-outs and manhole location dimensions shall be revised numerically (and, if changes are greater than ten (10) feet horizontally, graphically) to reflect as-built conditions.

\_\_\_\_\_ All text shall be legible and lettered 1/8" in height. Lines, numbers, etc. shall not conflict with the text.

\_\_\_\_\_ Minimum allowable slopes for 8" main:

- 1% slope for 1 to 15 single family unit connection(s).
- 0.8% slope for 15 to 30 single family unit connections.
- 0.64% slope for 30 or more single family unit connections.
- For multi-family or commercial uses, convert to population equivalent (PE) and compare to single family PE.

\_\_\_\_\_ A service connection point shall be provided for each lot and building. The service connection information: location, size, length, type (tee or MH stub), slope and the MSFE for the lot or building shall be legibly placed on each lot or building and the information shall be 1/8" in height. The end-of-stub flow line elevation for the service connection point shall also be noted. A general note may be provided on the plan set to indicate the slope of all service connections unless noted otherwise.

\_\_\_\_\_ Location stationing for the service connection point shall be converted to distance from downstream manhole and shall be revised (numerically and graphically) to reflect as-built location. Distances must be rounded to the nearest foot and shown with the designation, DDS, after the footage (i.e. 75' DDS)

\_\_\_\_\_ Existing line labels: reference shall direct you immediately to the set of plans under which the line was originally constructed and must include the following:

- Existing line District name, JSD # ( if applicable), LSD #, and Section #; or District name, Contract # and Contract Section # ( if applicable).
- Existing line number.

\_\_\_\_\_ Existing Manhole Labels: Reference shall direct you immediately to the set of plans under which the manhole was originally constructed and include the following:

1<sup>st</sup> Alternative

- JCW manhole number designation including the District name (4 letters/numbers), basin number in parentheses and manhole number. I.E. SMTTC(13)42. This information is found on JCW basin maps, JCW micro-filmed as-built drawings and from the JCW web site maps (The

manhole number is shown on map. District name and basin numbers are found in the information provided under the “identify sewer line” option.)

2<sup>nd</sup> Alternative

- Existing manhole number.
- Existing stationing.
- Existing line number.
- District name, JSD # (if applicable), LSD #, and Section # or District name, Contract # and, if applicable, Contract Section #.

\_\_\_\_\_ For new manholes built over existing mains, the distance from the new manhole to the closest existing manhole must be labeled. The existing manhole must be labeled as indicated above.

\_\_\_\_\_ Interior angles between upstream and downstream line segments must be shown at all manholes.

\_\_\_\_\_ All items not related to the sewer, including lot lines, shall be shown lighter than the sewer related items.

\_\_\_\_\_ All existing sewer lines shall be shown as dashed and at the same line weight as the new sewer lines.

\_\_\_\_\_ All of the following information must be removed from the as-built drawings:

- Index or intermediate contour lines.
- Vegetation.
- Street design information.
- Deflection angles.
- Sanitary sewer centerline stationing.
- Northing and easting coordinates for manholes.

**Manhole Detail Sheet:**

\_\_\_\_\_ Standard sheet issued by JCW or the engineer’s standard sheet, if approved by JCW, for use

**Note: If an area covered by the sewer plans is replatted (or platted in the case of plans showing “future plat” areas) after sewer construction, revised plans showing the new lot numbers and lot line locations shall be submitted to JCW for review and approval prior to the sale of sewer connection permits for lots in the replatted or newly platted area.**

MAINTENANCE BOND

BOND NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ as Principal and \_\_\_\_\_ as Surety, are held and firmly bond unto Johnson County Wastewater, Johnson County, Kansas, in the full and just sum of \_\_\_\_\_ (\$\_\_\_\_\_) for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such, that whereas \_\_\_\_\_ has completed the installation of Sanitary Sewers, for the project known as \_\_\_\_\_, Sub-District \_\_\_\_\_ LSD \_\_\_\_\_ Section \_\_\_\_\_, and has agreed to guarantee the installation, including all material and workmanship, (and same has been certified by the Engineer and accepted by Johnson County Wastewater as having been built in accordance with the approved plans and specifications) for a period of three (3) years.

NOW THEREFORE, IF SAID \_\_\_\_\_ shall guarantee the above work for a period of three (3) years from the final acceptance date, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

by \_\_\_\_\_  
Principal (Signature and Print Name)

by \_\_\_\_\_  
Surety Attorney-in-fact (Signature and Print Name)

\_\_\_\_\_  
Address, Phone and Fax

**Power of Attorney attached.**

Date of Final Acceptance: \_\_\_\_\_, 20\_\_\_\_\_

MAINTENANCE BOND

BOND NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That we,  Sewer Contractor Company Name  as Principal and  Bonding Company  as Surety, are held and firmly bond unto Johnson County Wastewater, Johnson County, Kansas, in the full and just sum of  Dollars = 1/2 Contract Amount for Sanitary Sewers

(\$ \_\_\_\_\_) for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such, that whereas  Sewer Contractor  has completed the installation of Sanitary Sewers, for the project known as  Project name from main extension plan set (usually Subdivision, Plat #, Phase #) , Sub-District  Example: BR08  LSD  Example: 7 , Section  Example: 6 , and has agreed to guarantee the installation, including all material and workmanship, (and same has been certified by the Engineer and accepted by Johnson County Wastewater as having been built in accordance with the approved plans and specifications) for a period of three (3) years.

NOW THEREFORE, IF SAID  Sewer Contractor  shall guarantee the above work for a period of three (3) years from the final acceptance date, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

by \_\_\_\_\_  
Principal (Signature and Print Name)

by \_\_\_\_\_  
Surety Attorney-in-fact (Signature and Print Name)

\_\_\_\_\_  
Address, Phone and Fax

**Power of Attorney attached.**

**Date of Final Acceptance:** \_\_\_\_\_, 20\_\_\_\_\_

DEVELOPER BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, hereinafter referred to as "Developer", and \_\_\_\_\_, as Surety, are held and firmly bound unto Johnson County Wastewater, Johnson County, Kansas, in the full and just sum of \$\_\_\_\_\_, for payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such, that whereas "Developer", upon completion of the installation of Sanitary Sewers, (and same has been certified by the Engineer and accepted by Johnson County Wastewater as having been built in accordance with the approved plans and specifications,) is now proceeding with additional development activities upon the property; and whereas, Developer assumes liability for damage to sewage facilities proximately caused thereby when said damage is caused by or due to development-related construction activities, for the period of three years beginning on the date of final acceptance date for the project known as \_\_\_\_\_, Sub-District \_\_\_\_\_, LSD \_\_\_\_\_, Section \_\_\_\_\_.

NOW, THEREFORE, if said Developer shall guarantee the above work for a period of three years from date of final acceptance, then the obligation shall be null and void, otherwise to remain in full force and effect.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

by \_\_\_\_\_  
Principal (Signature and Print Name)

by \_\_\_\_\_  
Surety Attorney-in-fact (Signature and Print Name)

\_\_\_\_\_  
Address, Phone, and Fax

**Power of Attorney attached.**

**Date of Final Acceptance:** \_\_\_\_\_, 20\_\_\_\_\_

DEVELOPER BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Development Company, as Principal, hereinafter referred to as "Developer", and Bonding Company, as Surety, are held and firmly bound unto Johnson County Wastewater, Johnson County, Kansas, in the full and just sum of \$ \$300 x # of manholes, for payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such, that whereas "Developer", upon completion of the installation of Sanitary Sewers, (and same has been certified by the Engineer and accepted by Johnson County Wastewater as having been built in accordance with the approved plans and specifications,) is now proceeding with additional development activities upon the property; and whereas, Developer assumes liability for damage to sewage facilities proximately caused thereby when said damage is caused by or due to development-related construction activities, for the period of three years beginning on the date of final acceptance date for the project known as Project name from main extension plan set (Usually: Subdivision name, Plat #, Phase #), Sub-District Example:BR08, LSD Example: 7, Section Example: 6.

NOW, THEREFORE, if said Developer shall guarantee the above work for a period of three years from date of final acceptance, then the obligation shall be null and void, otherwise to remain in full force and effect.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

by \_\_\_\_\_

Principal (Signature and Print Name)

by \_\_\_\_\_

Surety Attorney-in-fact (Signature and Print Name)

\_\_\_\_\_  
Address, Phone, and Fax

**Power of Attorney attached.**

**Date of Final Acceptance:** \_\_\_\_\_, 20\_\_\_\_\_





DATE: \_\_\_\_\_

**IRREVOCABLE LETTER OF CREDIT**

AMOUNT: \_\_\_\_\_

LETTER OF CREDIT NO. \_\_\_\_\_

TO: Johnson County Wastewater  
11811 S. Sunset Drive, Suite 2500  
Olathe, KS 66061-7061

The \_\_\_\_\_ hereby establishes its Irrevocable Letter of Credit authorizing you to draw on the \_\_\_\_\_ for the account of \_\_\_\_\_ for a sum or sums not exceeding a cumulative total of \_\_\_\_\_ available by your single draft at sight for 100% of value to be accompanied by the original Letter of Credit. The conditions of this obligation are such that the Developer, \_\_\_\_\_, is now proceeding with additional development activities upon the property and assumes liability for damage to sewage facilities, Sub-District \_\_\_\_\_, LSD \_\_\_\_\_, Section \_\_\_\_\_, proximately caused thereby when said damage is caused by or due to development-related construction activities for \_\_\_\_\_ a subdivision in the City of \_\_\_\_\_, Johnson County, Kansas.

In the event discrepancies on the manholes for the above mentioned project are found during the three-year inspection, all funds under this Letter of Credit shall be made available, upon delivery of your sight draft, together with your written notice stating the nature of the discrepancy.

The draft must be dated and presented to \_\_\_\_\_ for payment no later than the close of the \_\_\_\_\_ regular business day on \_\_\_\_\_.

The draft must be marked "Drawn under the \_\_\_\_\_ Kansas, Letter of Credit Number \_\_\_\_\_".

This credit is subject to Article V of the Uniform Commercial Code as enacted in the State of Kansas (and subject to the "Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication No. 500").

The \_\_\_\_\_ agrees that this credit shall be duly honored on due presentation to the drawee by drawers, endorsers and bona fide holders hereof drafts in compliance with the terms stated herein.

Payment cannot be made unless the above document is furnished exactly as requested.

\_\_\_\_\_

BY \_\_\_\_\_

Signature (and Print Name) and Title

\_\_\_\_\_

Address, Phone and Fax

DATE: \_\_\_\_\_

**IRREVOCABLE LETTER OF CREDIT**

AMOUNT: \_\_\_\_\_

LETTER OF CREDIT NO. \_\_\_\_\_

TO: Johnson County Wastewater  
11811 S. Sunset Drive, Suite 2500  
Olathe, KS 66061-7061

The \_\_\_\_\_ (BANK) hereby establishes its Irrevocable Letter of Credit authorizing you to draw on the \_\_\_\_\_ (BANK and ADDRESS) for the account of \_\_\_\_\_ (DEVELOPER and ADDRESS)

for a sum or sums not exceeding a cumulative total of \_\_\_\_\_ (\$300 x # OF MANHOLES) available by your single draft at sight for 100% of value to be accompanied by the original Letter of Credit. The conditions of this obligation are such that the Developer, \_\_\_\_\_ (DEVELOPER), is now proceeding with additional development activities upon the property and assumes liability for damage to sewage facilities, Sub-District \_\_\_\_\_, LSD \_\_\_\_\_, Section \_\_\_\_\_, proximately caused thereby when said damage is caused by or due to development-related construction activities for (Project name from main extension plan set. Usually: Subdivision, Plat #, Phase #) \_\_\_\_\_, a subdivision in the City of \_\_\_\_\_, Johnson County, Kansas.

In the event discrepancies on the manholes for the above mentioned project are found during the three-year inspection, all funds under this Letter of Credit shall be made available, upon delivery of your sight draft, together with your written notice stating the nature of the discrepancy.

The draft must be dated and presented to \_\_\_\_\_ (BANK) for payment no later than the close of the \_\_\_\_\_ (BANK) regular business day on \_\_\_\_\_ (DATE OF JCW FINAL ACCEPTANCE). The draft must be marked "Drawn under the \_\_\_\_\_ (BANK) Kansas, Letter of Credit Number \_\_\_\_\_".

This credit is subject to Article V of the Uniform Commercial Code as enacted in the State of Kansas (and subject to the "Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication No. 500").

The \_\_\_\_\_ (BANK) agrees that this credit shall be duly honored on due presentation to the drawee by drawers, endorsers and bona fide holders hereof drafts in compliance with the terms stated herein.

Payment cannot be made unless the above document is furnished exactly as requested.

\_\_\_\_\_ (BANK)

BY \_\_\_\_\_  
Signature (and Print Name) and Title

\_\_\_\_\_

Address, Phone and Fax

JOHNSON COUNTY WASTEWATER  
DEVELOPER AGREEMENT  
FOR GUARANTEE AGAINST DAMAGE TO SEWER FACILITIES  
AS A RESULT OF DEVELOPMENT RELATED ACTIVITIES

This agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter referred to as the "DEVELOPER"), and Johnson County Wastewater (hereinafter referred to as the "COUNTY"),

WITNESSETH:

WHEREAS, the DEVELOPER has completed and the COUNTY has formally accepted construction of sanitary sewers upon certain property located within Sewer Sub-District No. \_\_\_\_\_, LSD No. \_\_\_\_\_, Sec. \_\_\_\_\_, \_\_\_\_\_ a subdivision in the City of \_\_\_\_\_, Johnson County, Kansas (hereinafter referred to as the "PROPERTY"); and

WHEREAS, the DEVELOPER wishes to proceed with additional development activities upon the PROPERTY; and

WHEREAS, the COUNTY requires assurance that funds are available to make repairs in the event the sanitary sewer facilities located on the PROPERTY are damaged by such additional development activities; and

WHEREAS, in order to provide such assurance the DEVELOPER is willing to assume responsibility to repair such damages and to deposit the required security with the COUNTY.

NOW THEREFORE, in consideration of the covenants and terms of this AGREEMENT, the COUNTY and DEVELOPER agree as follows:

1. DEVELOPER agrees deposit the sum of \$\_\_\_\_\_, payable to the COUNTY, for the purpose of securing payment for any future repairs to the sewer facilities on the PROPERTY proximately caused by the DEVELOPER'S additional development activities thereon.
2. In the event the DEVELOPER fails to repair to the COUNTY'S satisfaction any damage to the sewer facilities located on the PROPERTY proximately caused by such additional development activities conducted by or on behalf the DEVELOPER within thirty (30) days from the provision of written notice of such damage by the COUNTY to the DEVELOPER, the COUNTY shall retain all such deposited funds and any interest accrued thereon and this AGREEMENT shall upon such occurrence be deemed terminated. Written notice of such damage shall be sent by U.S. Mail by the COUNTY, postage prepaid, to the DEVELOPER at the address set forth below.
3. Provided no such damage to the sewer facilities shall occur, or if it does occur it is repaired to the COUNTY'S satisfaction within such thirty day notice period, this AGREEMENT shall otherwise terminate upon the expiration of three years from the date of formal acceptance by the

COUNTY of DEVELOPER'S construction of the sanitary sewer main system on the PROPERTY, said date of acceptance being \_\_\_\_\_, 20\_\_ (Date may be completed by the County). Upon such expiration of this AGREEMENT, the COUNTY shall authorize payment to the DEVELOPER of the sum representing the principal amount of the funds originally placed on deposit less accrued interest.

4. Accrued interest shall be retained by the COUNTY to cover the expenses incurred in administration of this AGREEMENT.

DEVELOPER:

JOHNSON COUNTY WASTEWATER:

BY: \_\_\_\_\_  
Signature and Print Name

RECEIVED BY: \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone and Fax

NOTARY

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

JOHNSON COUNTY WASTEWATER  
DEVELOPER AGREEMENT  
FOR GUARANTEE AGAINST DAMAGE TO SEWER FACILITIES  
AS A RESULT OF DEVELOPMENT RELATED ACTIVITIES

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (*DEVELOPER*) (hereinafter referred to as the "DEVELOPER"), and Johnson County Wastewater (hereinafter referred to as the "COUNTY"),

WITNESSETH:

WHEREAS, the DEVELOPER has completed and the COUNTY has formally accepted construction of sanitary sewers upon certain property located within Sewer Sub-District No. \_\_\_\_\_, LSD No. \_\_\_\_\_, Sec. No. \_\_\_\_\_, (*Project name from main extension plan set. Usually: Subdivision, Plat #, Phase #*), a subdivision in the City of \_\_\_\_\_, Johnson County, Kansas (hereinafter referred to as the "PROPERTY"); and

WHEREAS, the DEVELOPER wishes to proceed with additional development activities upon the PROPERTY; and

WHEREAS, the COUNTY requires assurance that funds are available to make repairs in the event the sanitary sewer facilities located on the PROPERTY are damaged by such additional development activities; and

WHEREAS, in order to provide such assurance the DEVELOPER is willing to assume responsibility to repair such damages and to deposit the required security with the COUNTY.

NOW THEREFORE, in consideration of the covenants and terms of this AGREEMENT, the COUNTY and DEVELOPER agree as follows:

1. DEVELOPER agrees deposit the sum of \$ (\$300 x # OF MANHOLES), payable to the COUNTY, for the purpose of securing payment for any future repairs to the sewer facilities on the PROPERTY proximately caused by the DEVELOPER'S additional development activities thereon.
2. In the event the DEVELOPER fails to repair to the COUNTY'S satisfaction any damage to the sewer facilities located on the PROPERTY proximately caused by such additional development activities conducted by or on behalf the DEVELOPER within thirty (30) days from the provision of written notice of such damage by the COUNTY to the DEVELOPER, the COUNTY shall retain all such deposited funds and any interest accrued thereon and this AGREEMENT shall upon such occurrence be deemed terminated. Written notice of such damage shall be sent by U.S. Mail by the COUNTY, postage prepaid, to the DEVELOPER at the address set forth below.



**INFORMATION FOR COMPLETING MAINTENANCE BOND  
AND DEVELOPER BOND OPTIONS**

**MAINTENANCE BOND**

1. The contractor, from the JCW Contractor List, installing the sanitary sewer main for the project must provide a Maintenance Bond to JCW for the sanitary sewer main.
2. The JCW Maintenance Bond form must be used. The form must not be modified in any manner or retyped.
3. The required bond amount is 50% of the sanitary sewer contract amount. The sewer contract amount shall be as certified by the developer's sanitary sewer design engineer sealing the plans.
4. The required bonding period is 3-years from the JCW final acceptance date (i.e. the date the JCW Inspection Department accepts the project). If the bond is submitted prior to the JCW final acceptance date, JCW will insert the final acceptance date on the bond document provided the bonding company submits a letter authorizing JCW to insert the final acceptance date. The date of the Power of Attorney for the bond must match the execution date listed on the bond.
5. All SSD, LSD, Section, project name from the main extension plan set (usually the subdivision name, plat, and phase), JCW final acceptance date, etc. information must be included on the bond and must match JCW records for the project. This information may be obtained from the developer's sanitary sewer design engineer. See the Maintenance Bond EXAMPLE for aid in completing the information required on bond form.
6. The Maintenance Bond must be executed by the contractor and by the bonding company. The address and telephone and fax numbers of the local bonding company agent must be included. The bond and the Power of Attorney must include a legible seal for the bonding company. A seal press or rubber stamp may be used. If a seal press is used, the seal must be inked. All signatures must include the typed or printed name below the signature.
7. The Maintenance Bond must be submitted to and accepted by JCW before sewer connection permits will be issued for the project.

**DEVELOPER BOND OPTIONS**

The project developer is required to post funds as discussed in the JCW Privately Financed Gravity Sewer Main Extension Procedures document for the three-year period following acceptance of the project by JCW. The four options for posting those funds are as follows: Developer Bond, Developer Agreement, Letter of Credit or Escrow Agreement.

**DEVELOPER BOND**

1. The JCW Developer Bond form must be used without modification. The form may not be retyped.
2. The amount of the Developer Bond option is determined by multiplying the number of manholes included within the boundaries of the project by \$300 per manhole. The developer's sanitary sewer design engineer can provide the number of manholes included in the project.
3. The required bonding period is 3-years from the JCW final acceptance date (i.e. the date the JCW Inspection Department accepts the project). If the bond is submitted prior to the JCW acceptance date, JCW will insert the final acceptance date on the bond document provided the bonding company submits a letter authorizing JCW to insert the final

acceptance date. The date of the Power of Attorney for the bond must match the execution date listed on the bond.

4. All SSD, LSD, Section, project name from the main extension plan set (usually the subdivision name, plat, and phase), JCW final acceptance date, etc. information must be included on the bond and must match JCW records for the project. This information may be obtained from the developer's sanitary sewer design engineer. See the Developer Bond EXAMPLE for aid in completing the information required on the bond form.
5. The Developer Bond must be signed by the developer and by the bonding company. All signatures must include the typed or printed name below the signature line. The bond and the Power of Attorney must include a legible seal from the bonding company. A seal press or rubber stamp may be used. If a seal press is used, the seal must be inked.
6. The Developer Bond must be submitted to and accepted by JCW before sewer connection permits will be issued for the project.

#### DEVELOPER AGREEMENT

1. The developer must use the JCW Developer Agreement form without modification. The form may not be retyped.
2. The amount for the Developer Agreement is determined by multiplying the number of manholes included within the boundaries of the project by \$300 per manhole. The developer's sanitary sewer design engineer can provide the number of manholes included in the project.
3. The required Agreement period is 3-years from the JCW final acceptance date (i.e. the date the JCW Inspection Department accepts the project). If the agreement is submitted prior to the JCW acceptance date, JCW will insert the final acceptance date on the bond document provided the developer submits a letter authorizing JCW to insert the final acceptance date.
4. All SSD, LSD, Section, project name from the main extension plan set (usually the subdivision name, plat, and phase), JCW final acceptance date, etc. information must be included on the Developer Agreement and must match JCW records for the project. This information may be obtained from the developer's sanitary sewer design engineer. See the Developer Agreement EXAMPLE for aid in completing the Agreement form.
5. The developer must sign page 2 and his signature must be notarized. All signatures must include the typed or printed name below the signature.
6. The Developer Agreement form, including a cashier's check, must be submitted and accepted by JCW before sewer connection permits will be issued for the project.

#### LETTER OF CREDIT

1. The developer must use the JCW Letter of Credit form without modification. The form may not be retyped; however, the form for the Irrevocable Letter of Credit must be copied to the issuing Bank's letter head.
2. The amount for the Letter of Credit is determined by multiplying the number of manholes included within the boundaries of the project by \$300 per manhole. The developer's sanitary sewer design engineer can provide the number of manholes included within the project.
3. The required Letter of Credit period is 3-years from the JCW final acceptance date (i.e. the date the JCW Inspection Department accepts the project). If the Letter of Credit is submitted prior to the JCW acceptance date, JCW will insert the final acceptance date on the Letter of Credit document provided the Bank submits a letter authorizing JCW to insert the final acceptance date.
4. All District, LSD, Section, project name from the main extension plan set (usually the subdivision name, plat, and phase), final acceptance date, etc. information must be

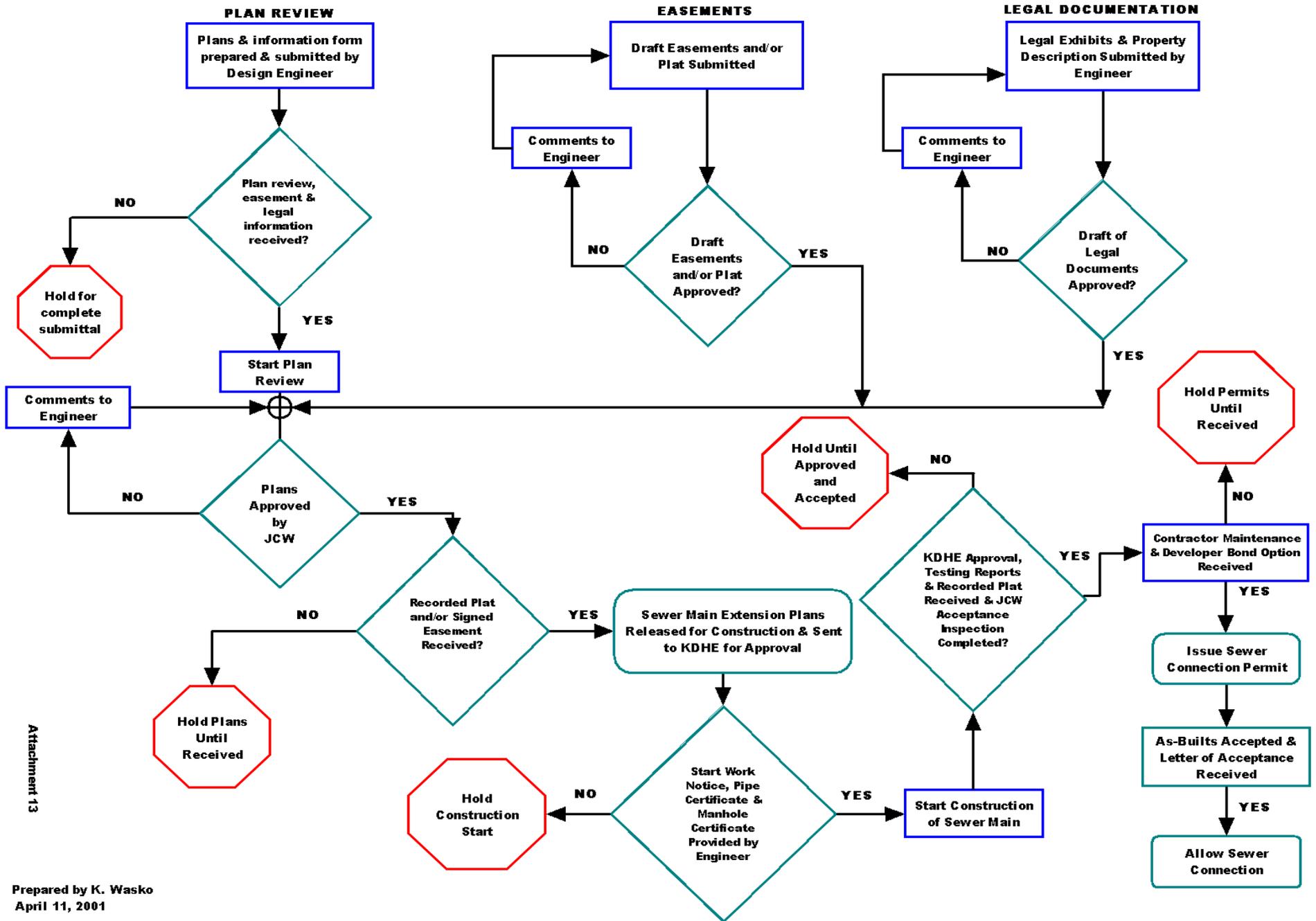
included on the Letter of Credit and must match JCW records for the project. This information may be obtained from the developer's sanitary sewer design engineer. See the Letter of Credit EXAMPLE for aid in completing the information required on the Letter of Credit form.

5. The bank representative issuing the Letter of Credit must sign the Letter of Credit and the signature must be notarized. The signature must include the typed or printed name below the signature and the bank representative's title must be included.
6. The Letter of Credit must be submitted and accepted by JCW before sewer connection permits will be issued for the project.

#### ESCROW AGREEMENT

1. The JCW Escrow Agreement form must be used without modification. The form may not be retyped.
2. The amount for the Agreement is determined by multiplying the number of manholes included within the boundaries of the project by \$300 per manhole. The developer's sanitary sewer design engineer can provide the number of manholes included within the project.
3. The required Escrow period is 3-years from the final acceptance date (i.e. the date the JCW Inspection Department accepts the project). If the Escrow Agreement is submitted prior to the JCW acceptance date, JCW will insert the final acceptance date on the Agreement document provided the Bank submits a letter authorizing JCW to insert the final acceptance date.
4. All District, LSD, Section, project name from the main extension plan set (usually the subdivision name, plat, and phase), JCW final acceptance date, etc. information must be included on the Escrow Agreement and must match JCW records for the project. This information may be obtained from the developer's sanitary sewer design engineer. See the Escrow Agreement EXAMPLE for aid in completing the information required on the Agreement form.
5. The Escrow Agent and developer must sign the Escrow Agreement and the signatures must be notarized. All signatures must include the typed or printed name below the signature and the Escrow Agent's title must be included.
6. The Escrow Agreement must be submitted and accepted by JCW before sewer connection permits will be issued for the project.

**JOHNSON COUNTY UNIFIED WASTEWATER DISTRICTS  
FLOW CHART FOR SEWER MAIN EXTENSION APPROVALS**



Attachment 13

**JOHNSON COUNTY WASTEWATER  
CONTACTS FOR PRIVATELY-FINANCED  
GRAVITY MAIN PROJECTS**

Aug 27, 2013

The following personnel or department may be contacted if you have questions regarding the topics listed in paragraphs A through R of the Privately Financed Gravity Sewer Main Extension Procedures document. You may call the appropriate person using their direct telephone number listed below. Phone messages concerning the review comments are typically returned within one business day unless the intended recipient is not in the office.

<b>Paragraph</b>	<b>Contact</b>	<b>Direct Number</b>
(A) District Enlargement	Tim Reeves, RLS	913-715-8533
(B) Project Submittal (C) Plan Status (D) City Submittal (E) Plan Administration Fee (G) Plan Release (H) KDHE Permitting (L) As-Built Review (M) Replats (R) Process Flow Chart	Kevin Figge, Sr. Eng. Tech. Jessica Fox, Eng. Tech	913-715-8551 913-715-8536
(F) Easements	Tim Reeves, RLS	913-715-8533
(I) Pre-Construction (J) Inspection (K) Project Acceptance	Lonnie Ponder, Sr. Inspector	913-207-5232 Mobile
(N) Maintenance Bond (O) Developer Bond Options (P) Residential Connection Permits	Permit Group	913-715-8520
(Q) Commercial Connection Permits	Kevin Figge, Sr. Eng. Tech.	913-715-8551