

NORTHWEST WATER SERVICES



DEVELOPER EXTENSION MANUAL

Manual Fee: \$50.00

NORTHWEST WATER SERVICES

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DEVELOPER PROJECT MANUAL
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SECTION A

DEVELOPER EXTENSION PROCESS

INTRODUCTION

This manual is a guide through the necessary steps to determine whether a developer extension is needed and the steps required to obtain service from Northwest Water Services(Company) by an extension of the existing water system. The cost of this manual is \$50.00.

The process includes submitting application, signing an agreement for service, preparing and reviewing of plans, submittals to agencies, certification of construction costs and inspection, revising plans to conform to construction, recording of easements, bill of sale and conveyance of water facility, one year warranty, and final acceptance.

REVIEWING REQUEST FOR DEVELOPER EXTENSION

Prior to entering into an agreement with the Company, the applicant(developer) will complete an application form with attachments and submit it with a \$250.00 application review fee. The Company will determine if:

1. They will proceed with an agreement and any special requirements.
2. What fees will be required after the APPLICANT has determined who will do the engineering (the applicant's engineer or the Company's engineer).

FEES AND CHARGES

The Developer shall pay an assessment to Northwest Water Services if required and deposit with Northwest Water Services an estimated amount of money for work to be done by the Company and its consultants with regard to the project. Fees to be paid to the Company are outlined in the Agreement in Section C of this manual.

Developers requiring special provisions in their agreement or their facilities can expect that the total charges to be billed by the Company and/or its consultants will be increased beyond that of a similar development without the special provisions. The Developer will incur additional charges when additional research, documentation or review is required.

Some special provisions that cause additional charges to be incurred by the Developer are listed below:

1. Latecomer agreements
2. Use of pumping systems
3. Designs that require modification to the Company's standard design practice alternate assessment
4. Alternate assessment practice
5. Early service connection
6. Design or construction changes
7. Installations not in accordance with plans requiring additional inspections

OUTLINE OF DEVELOPER EXTENSION PROCESS

To initiate the developer extension process, the Developer shall complete the application form contained in this manual and submit it with the application review fee and required attachments to the Company. After the application has been submitted, the Company will review the information for serviceability, calculate the project deposit and general facilities charge and prepare a formal agreement for service through the developer extension.

A Developer Extension Agreement shall be prepared by the Company for signature by the Developer and the District. This agreement must be signed and appropriate fees paid prior to the review of plans. The Developer shall then submit plans to the Company to be reviewed or can have the Company's engineers prepare the plans. The plans shall be reviewed and approved by the Washington State Department of Health. The Developer shall pay the cost of this review. After the Company approves construction plans and receives approvals from all necessary agencies, the Developer may start construction. A preconstruction conference must be held and all appropriate permits must be obtained by the Developer prior to construction. During construction the Company will have an inspector present to insure that the system is installed to Company standards. As construction progresses to a point that all the pipe is in place, easements covering those portions of the system outside the public right-of-way and the plans revised to as-built construction records shall be prepared to submit to the Company. The Developer is responsible for submitting copies of the plat, approved by Island County, to the Company. When easements, revised plans, and construction of the system is approved, a conveyance of water facility shall be prepared and executed by the Developer whereby the completed system shall be turned over to the Company. The Developer shall provide a bond or a cash deposit warranting the system and the work for one year from the date of acceptance of the system and its conveyance. Prior to the end of the one-year period, the project shall be inspected and the Developer shall rectify any items needing repair before the bond is released.

Please review the Developer Extension Checklist in Section B for determining the order of Company requirements.

All construction engineering and inspection will be done by the Company's engineers on a time and-expense basis and shall be paid by the Developer.

Additional customers added to an extension built and paid for by a Developer during the first ten years after completion of the construction will be required to share in the cost of the original construction. The cost per foot of the extension will be established at the time of the original installation. Prior to connection, water company added to this water main extension shall pay to the Company the General Facilities Charge, the regular service connection charge plus the amount equal to one half of his front footage in feet multiplied by the original cost per foot of the extension. This latter amount would be refunded to the Developer who installed and paid for the original main. When a water main is installed per the requirements of this manual and the main does not have opposing sides for water service connections, a more equitable latecomers agreement may be negotiated with the Company for the Developer.

If a later Developer taps off the side of this original extension with a new main, he shall pay on the basis of a 100 foot lot multiplied by the footage cost, or on the basis of one half the front footage of the water main abutting the Developer's property multiplied by one of the above footage charges, whichever is greater. There will be no latecomer refunds for any main extensions tapping off the end of the Developer's original extension. A Developer will not be eligible for latecomer's refunds for land owned at the time of water main installation and later sold. The effective start date for the term of the latecomer agreement is the date of initial permanent use of the new water main. No waivers will be permitted. Latecomer refunds cannot exceed the cost of the original installation.

INFORMATION FOR DEVELOPER'S ENGINEER AND CONTRACTOR

The Developer is responsible to inform its consultants, its contractor, and all subcontractors of the Company's requirements. We recommend that the Developer provide his engineer/architect and contractor with the "Developer Project Manual."

Contractors working for the Developer shall be licensed and bonded in the State of Washington.

SELECTION OF ENGINEER

The Developer may have his own engineers prepare the construction plans and specifications and have them reviewed by the Company's engineers, or it may request the Company to have their engineers prepare them.

- If Prepared by Company's Engineers

The Company's engineers will prepare construction plans and specifications on a time and material basis at the request of the Developer.

- If Prepared by Developer's Engineers

Plans prepared by the Developer's engineer shall be reviewed by the Company's engineers to insure that they conform to the Company's standards. The Developer shall pay the costs of the Company engineers' review of the plans. Standards for plan preparation are included in this Developer Project Manual.

- Pump Systems

The Company recommends pump station and pump system plans and specifications be prepared by the Company and their Engineers.

VARIANCES

Any material deviation or variance from the requirements and standards contained herein shall be reviewed and approved by the Company Board Members. All requests for variances and appeals shall be scheduled through the Company Manager.

PERMITS AND OTHER APPROVALS

Plans of the water system will be submitted for approval by the Company to Island County. Island County requires two sets of plans and its standard permit application. One copy of the County permit is to be delivered to the Company before construction. Contact the Island County Public Works Department for complete information concerning their utility permit process and requirements for utilities installed in the County right-of-way.

The Developer as required by law shall obtain all other permits. These could include, but not be limited to, Diking Districts, Drainage Districts, Game and Fish Agencies, Highway Department, Department of Natural Resources, State Land Agencies, Gas or Oil Pipeline Companies, etc. Copies of all permits and/or approvals shall be furnished to the Company. All rights shall be granted to or transferred to the Company.

SECTION B

APPLICATION

NORTHWEST WATER SERVICES

**APPLICATION FOR DEVELOPER EXTENSION
TO WATER SYSTEM**

1. The undersigned applies to Northwest Water Services, Washington, for permission to construct and install an extension of the Company's water system located in public rights-of-way under the Company's franchise, and/ or on easements over private property to connect to the Company's water system, all of which are subject to the approval of the Company.

2. A check for the \$250.00 review fee for this application is attached.

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

The common street address of the property is _____ and the legal description of the property is: _____

4. (a) Describe the type of improvements planned for the above-described property, i.e., single family residences, other individual residential units or commercial usage, and the proposed number of units.

(b) Attached to the application shall be two copies of each of the following:

- A preliminary plan setting forth the proposed development.

The plan shall include property boundary lines, indication of type of development, location of roads, building and/or other important features, type of building construction, and the number of units shall be stated.

- A final or preliminary plat map or property map of the property to be developed.
- A contour map of the area with a five foot contour interval or less. Datum shall be based on the most recent U.S.C. & G.S. with benchmark locations shown.
- Existing and proposed roadway profiles.

- 5. Set forth the proposed date for construction of the project and the anticipated completion date for the project:

Start of Construction: _____

Completion Construction:_____

- 6. Set forth common street address and telephone number of Developer:

- 7. (a) Have you made an application to Island County or any other municipality having jurisdiction of the project for a building permit or for approval of a plat, a short plat, a rezone or a planned unit development? If yes, list the name of the agency or agencies and type of action requested.

Name of Agencies Type of Action Dates Applied

- (b) Have you prepared an environmental checklist, negative declaration of EIS?

Yes _____ No _____

If yes, list name of lead agency:

Date of application:_____ If an

EIS, negative declaration or checklist has been completed, attach a copy.

- 8. Attached to this application is a Developer Extension checklist. Please advise if there are any items on the checklist with which you have a question or you cannot comply.

9. Do you want the Company's consultants to prepare the plan for the proposed project?

Yes _____ No _____

Prepared by: _____

Date: _____

Developer: _____

Address: _____

Telephone No.: _____

Engineer: _____

Address: _____

Telephone No.: _____

Architect: _____

Address: _____

Telephone No.: _____

Contact Person: _____

Address: _____

Telephone No.: _____

I have read and understand the above document.

Developer _____ **Date** _____

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NORTHWEST WATER SERVICES

DEVELOPER EXTENSION CHECKLIST - WATER

LOCATION: _____

PROJECT: _____ PHONE: _____

DEVELOPER: _____ PHONE: _____

ENGINEER: _____ PHONE: _____

CONTRACTOR: _____ PHONE: _____

A.	APPLICATION	DATE	AMOUNT
	1. Preliminary plans submitted to Company.	_____	
	2. Developer Project Manual obtained by Developer.	_____	_____
	3. Application submitted to Company.	_____	
	4. Fees Paid: \$250 Application Review Fee.	_____	_____
	5. Company review and approval of application.	_____	
	6. Board hearing if application is rejected by Board Members.	_____	
	7. Forward information for Agreement and Resolution preparation	_____	
B.	PRELIMINARY		
	1. Agreement completed by Developer.	_____	
	2. Fees Paid: \$300 Administration fee paid by Developer.	_____	_____
	3. Preliminary plan submitted to Company by Developer.	_____	
	4. SEPA compliance submitted to Company by Developer.	_____	
	5. Agreement approved by Board Members	_____	
	6. Agreement signed and recorded.	_____	

C.	BEFORE PLAN REVIEW OR DESIGN	DATE	AMOUNT
1.	Fees Paid: One-half (1/2) of project deposit paid by Developer.	_____	_____
2.	Preliminary plat provided by Developer.	_____	
3.	Contour map submitted to Company Scale 1" = 50' or 1" = 100' horizontal and 1" = 10' vertical.	_____	
4.	Road profiles provided by Developer	_____	
5.	Plans submitted to Company for review.	_____	
6.	Fees Paid: \$300 Department of Health Review Fee.	_____	_____
7.	Notice to proceed to Company's engineer.	_____	
D.	REQUIRED BEFORE CONSTRUCTION BEGINS		
1.	Plans and specifications approved by Company and letter sent to Developer.	_____	
2.	Plan and specifications sent to Island County by Company	_____	
3.	Plans and specifications sent to DOH by Company.	_____	_____
4.	Approval of Contractor by Company.	_____	
5.	Performance Bond or cash deposit submitted by Developer.	_____	_____
6.	Certificate of Insurance submitted by Developer.	_____	
7.	State, County and/or other permits acquired by Developer.	_____	
8.	DOH approval received.	_____	
9.	Hold harmless letter submitted to Company if construction is to start prior to agency approvals.	_____	
10.	Material and equipment list submitted by Developer.	_____	
11.	Preconstruction meeting held by Developer.	_____	

D.	REQUIRED BEFORE CONSTRUCTION BEGINS (Cont.)	DATE	AMOUNT
	12. Construction stakes in place by Developer a minimum of 2 days prior to construction.	_____	
	13. Property boundary stakes in place by Developer.	_____	
	14. Third party easements secured and submitted to Company by Developer.	_____	
	15. Fees Paid: Additional one-half (1/2) of project deposit paid by Developer.	_____	_____
	16. General water facilities charge paid by Developer.	_____	_____
E.	CONSTRUCTION		
	1. Company approves construction start.	_____	
	2. Company inspects project.	FROM: _____	TO: _____
	3. Pressure test and bacteria test completed and passed.	_____	
	4. Punch list submitted to Contractor and Developer.	_____	
	5. Punch list items inspected and revised punch list submitted to Contractor and Developer if necessary.	_____	
	6. Final inspections and approval.	_____	
	7. Letter to Developer requesting as-builts, easements, and bill of sale.	_____	
	8. Memo to file that project is "construction complete".	_____	
F.	AFTER CONSTRUCTION		
	1. Easement restoration releases sent to property owner.	_____	
	2. Contractor performs additional work on easement restoration, if necessary.	_____	
	3. Easement restoration releases signed and submitted to Company.	_____	
	4. Reproducible as-built construction drawings and final easements submitted to Company for review.	_____	

F.	AFTER CONSTRUCTION (Cont.)	DATE	AMOUNT
	5. As-builts and easements returned to Developer's engineer for revisions, if necessary.	_____	
	6. Easements signed by Developer and returned to Company	_____	
	7. Executed bill of sale delivered to Company	_____	
	8. Easements, approved and recorded by Company	_____	
	9. Project cost submitted to controller for inclusion in Plant-in-Service.	_____	_____
	10. As-builts approved, 1/4 sections and general map revised.	_____	
	11. Pick up billing on A/R.	_____	
	12. Developer expenses brought current and paid.	_____	_____
	13. Company pays payback amount to proper parties, if necessary.	_____	_____
	14. Company accepts title to system extension.	_____	
	15. Execution and recording of payback agreement by Company.	_____	
	16. Release of performance bond (or return of cash deposit) by Company.	_____	_____
	17. Begin one-year warranty period.	_____	
G.	PROJECT COMPLETION		
	1. Warranty inspection completed by Company.	_____	
	2. Developer makes warranty corrections, if necessary.	_____	
	3. Company makes final acceptance.	_____	
	4. Release excess fee to Developer by Company.	_____	_____
	5. Board Members execute Release of Encumbrance and record.	_____	
	6. Letter sent to Developer stating project has been completed	_____	

PROJECT COMPLETE

PRESIDENT _____

AUTHORIZATION LETTER

RE:

Dear Developer:

This letter shall acknowledge receipt of your deposit in the amount of \$_____ for a developer extension agreement by the Northwest Water Services. Your deposit has been provided for the development known as:

By your signature at the bottom of this letter, you shall, on behalf of the developer and this development, authorize the Company to expend such monies as may be necessary for preliminary engineering and legal fees for this developer extension. You, on behalf of the developer, further acknowledge and authorize the Company to satisfy such obligations with the deposit herein provided, prior to execution of the Developer Extension Agreement.

Very truly yours,

Manager
Northwest Water Services

Read and Approved:

Developer

REVIEW OF APPLICATION

DEVELOPER EXTENSION

1. Have all the questions in the application been adequately addressed?

Yes _____ No _____

Comments: _____

2. Upon the submission of the preliminary plan to the Company, the Company's engineer and general manager will set forth the water capacity necessary for the contemplated improvement. Does the anticipated water flow exceed the capacity of the contemplated improvement and/or system?

Yes _____ No _____

3. Is a latecomer's charge, connection charge, or other charges against the real property subject to the developer extension?

Yes _____ No _____

4. Is the project in an annexed area?

Yes _____ No _____

If no, has the Owner requested the Company to initiate the annexation process?

Yes _____ No _____

5. Does this project require an amendment to the Company's comprehensive plan?

Yes _____ No _____

6. Company has reviewed application.

Comments: _____

Prepared by: _____

Accepted by: _____

Rejected by: _____

SECTION C

DEVELOPER EXTENSION AGREEMENT

NORTHWEST WATER SERVICES

DEVELOPER EXTENSION AGREEMENT

THIS WATER SYSTEM EXTENSION AGREEMENT (this "Agreement") dated as of _____, 20____, is made by and between _____, a _____ ("Contractor"), and NORTHWEST WATER SERVICES, a Washington corporation ("NWWS"). For good and valuable consideration, including the making and timely performance of the covenants herein made, the parties agree as follows:

RECITALS

A. Developer owns that certain parcel of real property located in Island County, Washington, legally described on Exhibit A attached hereto (the "Property").

B. Developer intends to construct and develop within the Property the following project: _____ (the "Project").

C. NWWS operates a water system in the vicinity of the Property. NWWS's water system service area boundaries include the Property. However, NWWS's water system does not extend to the Property and otherwise cannot currently serve the Project.

D. Developer has asked NWWS to provide domestic water and fire flow utility company sufficient to serve the Project.

E. NWWS is willing to serve the Project if Developer will cause the construction and installation, at Developer's expense, of water system extensions and other water system facilities sufficient to serve the Project.

F. This Agreement is made to further the intentions of Developer and NWWS.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and NWWS hereby agree as follows:

1. LOCATION AND EXTENSION

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

Legal Description of Property:

2. DESCRIPTION OF EXTENSION AND OWNERSHIP

In this Agreement, the term “Extension” means water system facilities, including utility cabinets, buildings, pipes, pumps, tanks, vaults, and appurtenant facilities, to be constructed and installed by Developer at its expense, then conveyed to NWWWS for its ownership and operation, for the purpose of extending water system facilities currently owned and operated by NWWWS to a point within a public road or other right-of-way or utility easement area located adjacent to the Property. The Extension does not include water service pipelines, indoor and outdoor plumbing facilities, and appurtenant facilities located between a water meter and the buildings and other structures within the Project (collectively, “User Facilities”). The Extension is described in more particularity on Exhibit B attached hereto. The Extension will be located substantially as shown on Exhibit C attached hereto.

3. FRANCHISE.

NWWWS holds a Island County franchise under Resolution No. _____ (the “Franchise”) to install, operate, and maintain water utility facilities within public roads, streets, avenues, highways, alleys, rights-of-way, and other county properties. A copy of the Franchise is attached hereto as Exhibit D. Because the Extension will be constructed partly within a public right-of-way and because the Developer does not hold a franchise, if Island County so requires then NWWWS shall obtain the Island County construction permit for the Extension, or the portion thereof located within a public right-of-way, provided, however, that Developer shall pay in advance all costs and expenses to be incurred in connection therewith.

4. FEES AND CHARGES

- A. Developer shall pay to NWWWS all water system connection and user charges assessed by NWWWS from time to time.
- B. Project Deposit - All costs incurred by the Company on this project shall be borne by the Developer. The Developer shall deposit a fee, which shall be determined by the Company after review of application. The fee shall be payment for the costs to be incurred by the Company for inspection, engineering, legal, financial or other company performed by or for the Company relating to this project. The Developer shall be responsible for the payment of all actual costs incurred by the Company before the Company accepts the project. The Company shall adjust the fee if actual costs incurred indicate that the original fee will not cover all costs. The fee shall be paid to the Company in consideration of the following work:

1. Prepare or review distribution system plans and specifications
 2. Construction inspection
 3. Advice regarding the Company's requirements
 4. Completion of as-built drawings
- C. Any remaining project deposit may be retained for one year after final acceptance, at which time all the unexpended fees will be returned to the Developer. This deposit will be used for warranty inspection and final acceptance procedures.
- D. A \$300 plan review fee shall be paid by the Developer for the Washington State Department of Health review. Depending on the complexity of the project, the Department of Health review fee may be less than \$300 in which case any remaining money will be returned to the Developer.
- E. Facilities charges shall be assessed as follows:
- D. General Water Facilities Charge — Any application for water service facilities shall be subject to a general facilities charge for each residential customer equivalent (R.C.E.) to be located on said parcel or tract.
- The Company will allow a credit against the general facilities charge to any Developer who is required to install a line larger than eight inches (8") in diameter for the additional cost of acquiring and installing such larger line over and above the cost of the eight inch (8") diameter line.
- Payment of the general facilities charge shall be made before construction begins.
2. Local Water Facilities Charge – Depending on the location and layout of the proposed project, a Local Facilities Charge may be due. This will be determined by the Company during the Developer Extension Agreement process. Payment shall be made prior to construction.

D. **PAYMENT – SECURITY OF FEES**

The Developer shall pay the Project Deposit described in paragraph 3.B. to the Company as follows:

- D. One-half (1/2) of the fee at the time the Agreement is made.
- B. Additional one-half (1/2) of the fee will be paid before construction begins.
- C. Final costs not covered by the original fee before the Company accepts the water system extension.
- D. All of the charges detailed herein shall be and become a lien on the property described in Paragraph 1 hereof.

6. PRELIMINARY ENGINEERING

- A. The Developer may have his own professional engineer prepare plans and specifications for water mains or the Developer may have the Company's engineer prepare said.
- B. The Developer shall furnish two (2) copies of the proposed plat map to a scale of 1 inch = 100 feet or 1 inch = 50 feet with contour intervals of 5 feet or less, and proposed road profile sheets prior to the Company's ordering of engineering design or plan review from its engineer. Final plat map shall be furnished as soon as possible. The Developer shall also provide the description, location and elevation of all benchmark data available on the project site and this information, wherever possible, shall be indicated on the maps furnished by the Developer. The datum used shall be the Company's and not an assumed datum.
- C. The Company recommends pump station and pump system plans and specifications be prepared by the Company.

7. DESIGN AND CONSTRUCTION

- a. **CONSTRUCTION PLANS AND PERMITS.** Developer shall prepare and submit to Island County and other governmental agencies with jurisdiction over the construction and installation of the Extension all construction permit applications, construction plans, fees, and other materials relating to the construction of the Extension (collectively, "Construction Plans"). Developer shall not commence any work relating to the construction or installation of any portion of the Extension until (a) NWWS has approved the Construction Plans by written notice to Developer, and (b) all construction permits and other governmental approvals and permits required in connection with the construction and installation of the Extension have been issued.
- b. **MANUAL.** Developer acknowledges and agrees that all work relating to the Extension must conform to all provisions of the Northwest Water Company Developer Extension Manual dated March 31, 2014, as it may be amended from time to time (as amended, the "Manual"). Developer acknowledges receipt of a copy of the Manual. In the event of any conflict between the Manual and this Agreement, the provision that is more protective of NWWS shall govern.
- c. **CONSTRUCTION STANDARDS AND COSTS.** Developer shall construct the Extension in full compliance with the Manual, the Franchise, the Construction Plans approved by NWWS, all issued governmental approvals and permits, and all applicable laws, regulations, and ordinances. Contractor shall construct and install the Extension in a workmanlike manner, in accordance with industry standards, and free and clear of all claims or liens. Developer shall bear all costs of construction and installation of the Extension and its connection to NWWS's water system. NWWS shall have no liability for any costs or expenses relating to the construction and installation of the Extension or its connection to NWWS's water system.

- d. USER FACILITIES.** Developer shall construct the User Facilities in full compliance with the Manual, all issued governmental approvals and permits, and all applicable laws, regulations, and ordinances. Contractor shall construct and install the User Facilities in a workmanlike manner, in accordance with industry standards, and free and clear of all claims or liens. Developer shall bear all costs of construction and installation of the User Facilities and their connection to the Extension. Developer, its successors and assigns, shall bear all costs of maintenance, repair, and replacement of the User Facilities. NWWS shall have no liability for any costs or expenses relating to the construction, installation, maintenance, repair, replacement, and use of the User Facilities or their connection to NWWS's water system.

8. EVIDENCE OF INSURANCE

Developer shall purchase and maintain at all times policies of commercial general liability insurance; worker's compensation insurance to the extent required by applicable laws; automobile liability insurance; and such other insurance as Developer deems advisable or is required to maintain by any applicable law, order, ordinance, or regulation. All insurance shall be obtained from insurance carriers rated Triple A (and rated in Class XI or better financial condition) by Best's Insurance Reports or equivalent rating service, and licensed to do business in the State of Washington. All such insurance policies shall provide that coverage may not be cancelled, modified, or allowed to lapse (including cancellation for nonpayment of premium) without compliance with all applicable provisions of RCW Chapter 48.18 pertaining to cancellation or non-renewal of insurance and at least thirty (30) days' prior written notice to NWWS. Developer shall provide NWWS with a true copy of all insurance policies required herein, which shall be in full force and effect immediately upon receipt of the same, showing NWWS as an additional named insured therein, and Developer shall provide NWWS with evidence that the premiums for such policies have been paid when due. The commercial general liability insurance shall insure both Developer and NWWS and shall include protection against liability for non-owned and hired automobiles, liability for property of others, and such other risks as are customarily covered with respect to similar properties in the greater Seattle metropolitan area. The limits of liability shall not be less than Two Million Dollars (US\$2,000,000) covering all claims for personal injury and/or property damage arising out of a single occurrence and Five Million Dollars (US\$5,000,000) general aggregate. Developer shall carry and maintain a policy of commercial automobile liability insurance insuring both Developer and NWWS against liability for bodily injury or property damage claimed to have resulted from or be in any way connected with motor vehicles leased, owned, or used by Developer, with combined single limits each occurrence of not less than US\$2,000,000, which may be a combination of automobile and umbrella insurance coverage.

9. PERFORMANCE BOND

See Section 16 of General Conditions (Section 07700 of the Developer Project Manual) for performance bond requirements. The Company may accept a refundable cash deposit, amount to be determined by the Company, in lieu of the performance bond.

10. EASEMENTS

The Developer at his sole cost and expense shall obtain any required easements. The easement legal description shall be prepared by a licensed professional surveyor and shall bear his seal. The Company engineer will place the easement on the proper form and it will

be returned to the Developer for signature. Where applicable, the Developer shall provide an easement compatible with the Company's Comprehensive Water Plan to insure continuation of the water line. At the completion of construction and prior to the Company accepting the water extension, Developer shall convey and warrant to NWWWS a perpetual nonexclusive easements (each, an "Easement") ten (10) feet in width upon and within the Property, for the maintenance, operation, repair, replacement, and use of any portion of the Extension located either within the Property or within five (5) feet of the Property. The centerline of the Easement shall be the centerline of the Extension as constructed or installed. Developer covenants that no building or other structure shall be located within five (5) feet of the Extension in perpetuity.

Easements required for intervening properties shall be obtained by the Developer prior to construction start.

11. PERMITS

The Developer shall obtain all the necessary permits from all jurisdictions having authority. The Company shall be provided with a copy of all such permits before construction begins.

12. GRADING OF ROADS

Developer shall grade all roads to the design sub grade elevation prior to the start of construction and shall advise the Company in writing of any changes which may be contemplated during construction. If the Developer changes the sub grade elevation of the road after completion of the extension, or any part thereof, the Developer shall be responsible for all costs incurred for the extension as a result of said change in subgrade elevation. This obligation shall remain in full force until Island County or other municipality releases the right-of-way or road construction bond or bond of other description in connection with the Developer's obligation for completion of the roads within the area.

13. WATER

The Company shall supply flushing water (approximately two fillings of the pipe system) for the Developer's project. The Developer shall purchase water for excessive flushing or other purposes such as settling and dust control from the Company at the current cost established by the Company for this purpose.

14. CONNECTION TO THE COMPANY'S SYSTEM

Not less than 48 hours prior to the time that said extension is partially or fully completed and connection to the Company's System is desired, written application for permission to make the actual connection at a specified time shall be made by the Developer. All new connections to the existing system and all testing of the new line shall require authorization of the Company and shall be conducted in the presence of the Company's representatives.

15. DAMAGE TO EXISTING SYSTEM

The Developer hereby guarantees payment to the Company for cost of repairs to the Company's system, which has been damaged by activities of the Developer or his contractor in the construction of the water extension.

16. FINAL ACCEPTANCE

The Company agrees to accept title to the extension when all work has been completed and when the Company has made final inspection and given approval of the system as having been completed in accordance with the plans and specifications. Acceptance of said extension shall be by resolution of the Board Members, upon receipt of a completed, executed bill of sale and payment in full of all fees and charges.

17. BILL OF SALE

Developer agrees to execute a bill of sale approved by the attorney for the Company within sixty (60) days of the approved and completed water extension. Said bill of sale will provide for transfer of title of the constructed system extension from the Developer to the Company and will further include the following items and statements:

- A. Cost including administration, legal and engineering fees, for the water main installation.
- B. Lengths and size description of the system and of system location.
- C. The Developer is the lawful owner of said property and it is free from all encumbrances.
- D. That all bills for labor and material have been paid.
- E. The Developer has the right to transfer said title and will warrant and defend the same against lawful claims and demands of all persons from one (1) year to the date of the bill of sale.
- F. Consideration will be recited that Developer grants the extension to Company for the consideration of incorporating the system in the overall water system of the Company.
- G. Developer further warrants that for a period of one (1) year from the date of the bill of sale that the water system will remain in perfect working order and condition except where abused or neglected by the Company and the Developer will repair or replace at his own expense any work or material that may prove to be defective during said one (1) year period of warranty.

18. CERTIFICATION OF COSTS

Developer agrees to complete in full the Certification of Costs of Developer Extensions in Section C of the Developer Project Manual.

19. ACCEPTANCE AND OPERATION.

Developer shall notify NWWS and tender conveyance of ownership of the Extension to NWWS by a warranty bill of sale in form and substance acceptable to NWWS within ten (10) days after completion of construction and installation of the Extension, but before the backfilling of any

trenches or other excavations within which any portion of the Extension is located. NWWS thereafter shall inspect the Extension and notify Developer either of any defects or of NWWS's acceptance of the Extension. If NWWS notifies Developer of any defects in the Extension, then Developer shall remedy such defects and notify NWWS of the completion of such remedial work within ten (10) days after completion of such work. NWWS thereafter shall re-inspect the Extension and shall notify Developer upon NWWS's acceptance of the Extension. Upon NWWS's acceptance of the Extension, Developer shall backfill all trenches and other excavations and restore the land surface to its condition before construction, and NWWS shall cause the Extension to be connected to and incorporated within NWWS's water system and thereafter shall own and operate the Extension.

20. MAINTENANCE.

After NWWS's acceptance of the Extension, NWWS shall maintain the Extension at its sole cost and expense, provided however, that Developer shall pay, reimburse, and indemnify and hold NWWS harmless from and against all maintenance costs, expenses, liabilities, and losses incurred by NWWS within one (1) year after the date of NWWS's acceptance of the Extension.

21. NO LIABILITY FOR FAILURE OF SERVICE.

Notwithstanding anything to the contrary herein, NWWS shall not be liable to Developer or any other entity or person for any suspension or interruption in service due to electricity failure, system closures for emergency or necessary repairs, or any other cause beyond the reasonable control of NWWS. It is expressly understood that in such case, NWWS shall use commercially reasonable efforts to cause the problem to be remedied but shall not be liable for any damage or inconvenience suffered by Developer or any other entity or person, nor for any property damage or claims for interruption of service or for other causes reasonably beyond NWWS's control.

22. PAYBACK AGREEMENT EXECUTION AND RECORDING

Following receipt of the bill of sale as heretofore described, the Company agrees to execute and record a payback agreement pursuant to the terms of RCW 35.91, et seq. Said payback agreement will provide as follows:

- A. The Developer has constructed and installed the water line in the general vicinity (describe the vicinity) as portrayed by a map attached and made a part of the payback agreement.
- B. That said bill of sale has been attached to the payback agreement.
- C. That the line has been accepted by the Company and that the Developer will be supplied with water service at the rate established by the Company for their class of service.

- D. That the payback agreement will continue for a period of ten (10) years from the date of the agreement wherein the Company will agree to reimburse the Developer and his assigns in accordance with the agreement the pro-rata share of the construction of said water line.
- E. The owner of real estate which parallels said water line, who subsequently taps into or uses the water facilities constructed pursuant to this agreement, or laterals or branches connecting thereto, will be charged a fair pro-rata share of the costs of the construction of these water facilities.
- F. No person, firm or corporation shall use the water facilities or extensions thereof during the period of time prescribed in such contract without first paying to the Company the full amount required by the provisions of the contract. All amounts so received by the Company shall be paid out by it under the terms of that contract within sixty (60) days after the receipt thereof.
- G. The pro-rata share will be calculated by dividing the number of current and future possible hookups in the extension service area by the total dollar amount of the extension cost.

23. RESPONSIBILITY FOR PROJECT MANAGEMENT

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

24. AGREEMENT OF RESTRICTION

This agreement is intended to be an Agreement of Restriction encumbering the said development as legally described in Paragraph 1 above, until such performance by Developer of all of the terms and conditions contained herein including any and all payments, required to be made to Company for payment of connection charges and any other obligations from Developer to Company.

25. OTHER AGREEMENTS

Developer shall, under no circumstances, make and/or enter into any agreements or contracts with other property owners, whether within or without the confines of the Northwest Water Company, concerning water service to their property, without prior written consent of the Company.

26. CONVEYANCE OF TITLE/ COVENANTS TO RUN WITH LAND

That in the event the Developer conveys title to the subject tract prior to connection of any lot or lots, then, in that event, it shall be the full responsibility of the Developer to locate the existing water service for any subsequent owners or developers. It is expressly declared that the rights, duties, obligations, and liabilities set forth in this Agreement shall run with ownership of the Property and shall be binding on the parties hereto, their heirs, representatives, successors, and assigns.

27. GOVERNING LAW; SEVERABILITY.

This Agreement shall be governed by the laws of the State of Washington. If any provision of this Agreement is declared invalid by any tribunal, the remaining provisions hereof shall not be affected thereby.

28. ATTORNEYS' FEES. In the event of any proceedings between the parties hereto relating to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to recover their reasonable attorneys' fees and costs, including fees and costs incurred on appeal.

29. NOTICES. Any notice required or permitted under this Agreement shall be delivered by personal delivery, overnight courier, or by first class mail, postage pre-paid, or by facsimile or email addressed as follows, provided, however, that either party may change its address by written notice to the other party:

To: _____

with copy to: _____

To: _____

with copy to: _____

30. TERMINATION. This Agreement shall terminate five (5) years after the date hereof.

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31. AGREEMENT

I, _____, the owner of the herein described property have read and accept the terms and conditions set forth in this application.

By: _____

Developer/Owner of Property

NORTHWEST WATER SERVICES

Upon compliance with the terms and conditions of this Agreement by the above-named Developer, Northwest Water Services will accept said extension and furnish water service thereto.

By: _____

Manager
Northwest Water Services

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CONVEYANCE OF WATER FACILITY

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, _____ hereby grants, bargains, sells and conveys to NORTHWEST WATER SERVICES, a corporation, the following described property located in _____ County, Washington:

ALL of the Water System heretofore constructed to serve the Plat of _____ as recorded in Volume _____, Page _____ of Records of _____ County; Washington.

The water system is more specifically described as follows:

<u>Pipe</u> <u>Size</u>	<u>Approximate</u> <u>Length</u>	<u>On</u>	<u>From</u>	<u>To</u>

Including valves, water company, fittings and other appurtenances, all within public right-of-way and/or easements.

In making the conveyance, the undersigned warrants to the Company that all claims for labor, material or taxes and other indebtedness that might be a lien against said water system have been paid and further guarantees to the Company for the period of one year from the date of this instrument, that the said water system be free of defects in labor and material.

The undersigned further warrants to the Company that he owns said water system free and clear of all encumbrances and has full right, title and right to dispose of same.

The execution of this conveyance hereby ratifies the Developer Extension Agreement.

DATED this _____ day of, _____, 20 _____.

**CERTIFICATION OF COSTS OF CONSTRUCTION
OF DEVELOPER EXTENSION CONVEYED TO
NORTHWEST WATER SERVICES**

The undersigned is the Developer of the plat of _____ and has, pursuant to an agreement with Northwest Water Services dated the ____ day of _____, 20_____, constructed certain water facilities which after connection to the water system of Northwest Water Services are to be conveyed to the Company by the developer.

In accordance with the terms of the said Developer Extension Agreement between the undersigned and Northwest Water Services, the undersigned hereby certifies that the costs of construction of the facility being conveyed to the Company pursuant to said Developer Extension Agreement are as follows:

A. Materials:	Quantity	Total Cost
8" Pipe and Fittings:	_____ feet	\$ _____
6" Pipe and Fittings:	_____ feet	\$ _____
8" Valves:	_____ each	\$ _____
6" Valves:	_____ each	\$ _____
Fire Hydrant Assemblies:	_____ each	\$ _____
Double Water Service:	_____ each	\$ _____
Single Water Service		\$ _____
Other Materials:		\$ _____
_____		\$ _____
_____		\$ _____
B. Labor		\$ _____
C. Engineering		\$ _____
D. Permits & Fees		\$ _____
E. Other Costs		\$ _____
_____		\$ _____
_____		\$ _____
_____		\$ _____
TOTAL COSTS OF CONSTRUCTION OF FACILITY		\$ _____

CERTIFIED TO NORTHWEST WATER SERVICES BY _____

(insert name of developer if an individual or corporation if a corporate developer)

BY _____, President

Corporate Seal
(if required)

BY _____, Secretary

INDIVIDUAL ACKNOWLEDGMENT:

STATE OF WASHINGTON)

)ss

COUNTY OF _____)

On this day, personally appeared before me, _____, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal this _____ day of, _____, 20_____.

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

My appointment expires _____

11 - MONTH INSPECTION

Final inspection report for:

- 1. Name of Development _____
- 2. Contractor _____
- 3. Developer _____
- 4. Date of Inspection _____
- 5. Inspector _____

INSPECTION CHECKLIST:

- a. Condition of Roadway: _____

- b. Condition of Water Main: _____

- c. Condition of Valves and Fire Hydrants: _____

- d. Any other utilities problems visible; water boxes, valve box, light poles, storm drains, etc.

- e. What conditions need to be corrected in order to approve project. Use additional page(s), if necessary:

RELEASE OF ENCUMBRANCE

WITNESSETH:

Northwest Water Services, a Washington corporation ("the Company") and ("the Developer") entered into an Agreement on the _____ day of, _____, 20_____ for construction of a water system on property located adjacent to or in the Company and in County, legally described as:

SEE ATTACHED EXHIBIT "A"

and,

The Agreement was an Agreement of Restriction encumbering lithe Property" (legally described above) and the Developer, and

Developer has now satisfactorily performed all of the terms and conditions of the Agreement, including payment of the connection charge, NOW, THEREFORE,

The Company quit claims and releases unto the Developer any encumbrance held by the Company against the Developer and the Property as legally described above, held by virtue of the Agreement recorded in the files of the Island County Auditor, Recording No. _____
_____.

NORTHWEST WATER SERVICES

Representative, Northwest Water Services

SECTION D

ENGINEERING AND CONSTRUCTION

NORTHWEST WATER SERVICES

DESIGN STANDARDS

Where special or unique conditions exist, some of the following requirements may be modified at the Company's discretion.

1. GENERAL

All extensions to the water system must conform to the design standards of the Company. In general, the Developer is required to construct the water lines through his property in order to allow for future extension, expansion and continuation of the Company's distribution system or for conformance with the Comprehensive Water System Plan. The following items are necessary to meet the conditions.

The Company and its consultants do not insure the correctness of the information supplied to the Developer from the Company's records. The Developer shall verify by survey any information provided by the Company prior to using the information in design or construction.

A. Plans

Plans shall be on paper 24 x 36 inch or 22 x 34 inch sheets and one copy set of 11x17. The scale shall be: horizontal 1" = 50' or 1" = 100'; vertical 1" = 10'. Plans shall include a Vicinity Map and location of existing water valves nearest to point(s) of connection of the new water system. The plans shall be sealed and signed by a Professional Engineer licensed in Washington. Enclosed is a sample plan showing a typical water design and standard general notes which are to be included with each plan set. Drafting of plans for the Company shall conform to this example. The plans shall be for the water system only. Water line stationing will be referenced to the roadway or right-of-way centerline.

The construction plans shall be reviewed or prepared by the Company's Engineers. The developer shall submit for review two (2) sets of plans to the Company. Plans of sewer, buried wire service, street design and final plat shall also be furnished to illustrate the relationships of other facilities to the water system. When the plans have been determined to meet the Company standards, then a final set of reproducible plans shall be submitted to the Company. These reproducible plans shall receive the Company's "Plan Review" approval stamp. The Company shall submit the plans to the regulatory agencies for approval. After approvals have been received, a set of plans stamped "Issued for Construction" shall be made available to the developer.

When the Contractor completes the waterline work, the plans shall be revised to conform with construction record as-built drawings, and then one full size 24x36 or 22x34 and one 11x17 paper copy must be sent to the Company along with the digital record drawings in AutoCAD 2010 or higher version.

B. Right-of-Way and Monuments

All rights-of-way in which the water extension is to be made shall be improved prior to preparation of construction plans and installation of the water mains. Permanent private easements shall be not less than twenty feet (20') in width. Public rights-of-way shall be cleared, grubbed and graded in accordance with the requirements of Island County. Monuments disturbed or destroyed shall be replaced at the Developer's expense.

2. SYSTEM STANDARDS AND REQUIREMENTS

A. The water distribution main, laterals, and company shall be designed and constructed in accordance with applicable requirements of the Washington Administrative Code (WAC) for public water systems and public water supplies and in accordance with the applicable requirements of the Washington State Department of Health Drinking Water Regulations.

B. As a minimum, it is the Company's policy to have the Developer extend the mainline water system to the front of the most distant lot.

C. Any Developer Extension or connection from a well or other source of nonpotable water shall include installation of a Company-approved cross-connection control device, all in accordance with Company standards, available for review at the Company office.

D. Unless otherwise called for by the Company's Engineer in the specifications and plans, water lines shall be minimum 8-inch diameter cement lined ductile iron pipe, Class 50 or C900 PVC.

The Developer will be required to install the minimum size pipe required to satisfy the flow requirements of the Developer's project and the requirements of the Coordinated Water System Plan of Island County (see Paragraph G below). The Company reserves the right to increase the pipe diameter for present or future needs of the Company. The Company will make this determination. If the Company chooses to implement this option, the Company will pay the difference in installed cost between the cost of 8-inch diameter pipe and the pipe size required by the Company. The Developer shall pay for the costs for pipe 8-inch and smaller.

E. Gate valves shall conform to A WW A C-509, shall have resilient seat and shall be furnished with a fiberglass valve marker. Valve marker shall be painted and stenciled to Company requirements. Valves 10" and over will be butterfly valves.

F. Valve boxes in shoulder of road shall be buried with valve markers located as required.

G. The pipe size shall be selected as indicated by good engineering practice and hydraulic analysis and shall conform to the Company Comprehensive Plan and the requirements of the Coordinated Water System Plan of Island County. Fire hydrants shall be capable of flowing, as a minimum, 500 gpm at 20 psi residual pressure with velocities not to exceed 10 ft. per second.

- H. The minimum cover on water mains shall be three feet unless otherwise approved by the Company's Engineer.
- I. Water side company shall be 200 PSI P.E. pipe ASTM D2239 (3/4" single and 1" double) with brass fittings (see parts list on detail). The service line shall be installed to within 12 inches of property line of each lot and shall be 18 inches below grade to top of meter stop.
- J. Water company shall not exceed 300 feet in length from the meter to the point of use in order to maintain adequate pressure. The Company must specifically approve company over 300 feet in length.
- K. Meter boxes shall be furnished and installed by the Developer.
- L. Casings under roadway for far side company may be required.
- M. Fire hydrants shall conform to AWWA C-502 as provided in Section 02645 of this manual. They shall be spaced at distances appropriate for the type of development with a maximum separation of 660 feet. They shall be painted with two coats of paint to meet Fire Company requirements.

3. EASEMENTS

Legal descriptions for easements to be dedicated to the Company for all portions of the water system, which lie outside of public street right-of-ways, shall be signed and stamped by a professional land surveyor and transmitted to the Company. Easements shall be twenty to twenty-five feet in width, or as required by the Company. An easement may coincide with another utility easement, except that all sanitary sewer lines must be ten feet or more from waterlines and other utilities must be a minimum of five feet from the waterlines. Waterlines shall be located no closer than five feet from the easement edge. There shall be a separate easement provided for each lot that a waterline crosses. These easements are required by the Company regardless of easements recorded with property deeds or plats.

Easements must be approved by the Company prior to water service connection.

4. CONSTRUCTION AND INSPECTION

A. Installation and Inspection

No work on the water system shall be performed without a Company Inspector being present. The Company may refuse acceptance of any portion of the work installed without the Inspector having reviewed the work. The Company must be notified a minimum of two full working days in advance of a firm starting date and time to arrange for and schedule the Inspector. Work must proceed in a continuous manner. If there are no breaks in construction, there must be two working days notice before beginning work again.

The approved construction plans and specifications shall be followed. No deviations will be allowed without request for change and approval received from the Company. The Company reserves the right to order changes in the event of conditions or circumstances discovered during construction; such changes could result from the ability or care shown by the Contractor, natural and man-made conditions, or any other reason.

The Contractor shall exercise extreme care in checking and cleaning all pipes and fittings of dirt, debris, and/or any foreign matter during installation. All material shall be kept clean. Plugs shall be used to seal system installed when it is to be left for any period of time, including lunch breaks, coffee breaks, and overnight. Pipe and fittings will be cleaned before installation if contaminated by dust, smoke, exhaust or any other material. Material contaminated by petroleum products or questionable chemical will be rejected. No trench water is to be allowed to enter installed system.

All taps of existing Company mains must be performed while the Company Inspector is present.

The Company will not permit final tie-in to the existing Company system until after acceptance of the entire installation. Acceptance will not be made until all submittals required are completed and after acceptable system installation is complete. A small tubing (3/4 inch to maximum of 2-inch size) connection may be made from the Company system to supply water for line filling, pressure testing, sterilization and sterilizing water removal. An approved backflow preventer installed in the 3/4 to 2-inch supply line will be required.

The entire water system shall be hydrostatically pressure tested as in accordance with Specification Section 02660, Waterlines, of this manual. The Contractor shall provide all testing equipment. The final testing shall be performed in the presence of the Company's Inspector.

Before being placed into service, all new water mains and repaired portions of or extensions to existing mains shall be disinfected in accordance with Specification Section 02660, Waterlines, of this manual.

After all pipe has passed pressures and bacteriological testing, the Developer will install water service lines across streets and to common lot corner locations. The service lines will be connected to the pipelines and extended to lot lines with a tail piece extended from the ground. Meter boxes will not be installed until lot frontage grades are established and water service actually applied for. Time must be allowed before placing road base gravels to permit the digging of the service line trenches. The Developer may dig the trenches if desired to expedite the work, and tubing will be installed without connecting to the main if testing is not complete.

The Developer shall install pressure reducing valves when line pressures exceed 80 psi. At the Developer's request the Company will calculate or measure the water pressure at the Developer's point of delivery as an aid to determining whether a reducing value is required. Pressure reducing valves, when required, must be maintained by the Developer.

B. As-Built Drawings

When the Contractor completes the waterline work, the plans shall be revised to conform with construction record as-built drawings, and then one full size 24x36 or 22x34 and one 11x17 paper copy must be sent to the Company along with the digital record drawings in AutoCAD 2010 or higher version. Prior to submitting revised plans, valve and blowoff location and horizontal alignment shall be verified by a professional land surveyor. The location and type of all installed fittings shall be shown relative to monuments, lot comers, etc. Where butterfly valves are used, the location of the operating nut relative to the pipe centerline shall be shown.

STANDARD GENERAL NOTES

1. ALL WORK SHALL CONFORM TO THE RULES AND REGULATIONS OF NORTHWEST WATER COMPANY, WHICH ARE CONTAINED IN A BOUND VOLUME ENTITLED "DEVELOPER PROJECT MANUAL".
2. THE COMPANY SHALL BE NOTIFIED PRIOR TO COMMENCEMENT OF CONSTRUCTION. ALL TESTING AND CONSTRUCTION SHALL BE INSPECTED BY NORTHWEST WATER COMPANY.
3. TYPICAL WATER SERVICE TO BE 200 PSI P.E. ASTM D2239 (3/4" SINGLE AND 1" DOUBLE SERVICE).
4. WATER MAINS ARE TO BE CLASS 50 CEMENT LINED DUCTILE IRON, OR C900 PVC SIZE NOTED ON PLANS.
5. SIDE COMPANY SHALL BE LOCATED TO PROVIDE WATER SERVICE ON OPPOSITE SIDE OF LOT FROM SEWER STUB LOCATION.
6. ALL VALVES ADJACENT TO TEE OR CROSS SHALL BE FLANGE CONNECTED.
7. ALL VALVES SHALL BE FURNISHED WITH A CONCRETE VALVE MARKER.
8. LOCATIONS SHOWN ON EXISTING UTILITIES ARE APPROXIMATE. IDENTIFICATION, LOCATION, MARKING AND RESPONSIBILITY FOR UNDERGROUND FACILITIES OR UTILITIES IS GOVERNED BY THE PROVISIONS OF CHAPTER 19.122, REVISED CODE OF WASHINGTON. SEE SECTION 02760 OF SPECIFICATIONS.
9. PLAN AND PROFILE INFORMATION AS FURNISHED BY THE DEVELOPER OR HIS ENGINEER.
10. MINIMUM SEPARATION OF POTABLE WATER MAINS AND SANITARY SEWER LINES SHALL BE TEN (10) FEET HORIZONTALLY FOR PARALLEL PIPE, AND THREE (3) FEET VERTICALLY FOR PERPENDICULAR OR OBLIQUE CROSSINGS, MEASURED FROM OUTSIDE EDGE TO OUTSIDE EDGE. SITUATIONS OCCURRING WITH LESS THAN MINIMUM SEPARATION WILL REQUIRE CONSTRUCTION IN ACCORDANCE WITH SECTION 2.41 OF THE "CRITERIA FOR SEWAGE WORKS DESIGN" PUBLISHED BY THE WASHINGTON STATE DEPARTMENT OF ECOLOGY AS REVISED OCTOBER 1985.
11. WHILE CUTTING OR WORKING WITH ASBESTOS CEMENT PIPE, ALL FEDERAL, STATE AND LOCAL REGULATIONS MUST BE OBSERVED.

NOTICE:

CAUTION -- EXTREME HAZARD -- OVERHEAD ELECTRICAL SERVICELINES ARE GENERALLY NOT SHOWN ON THE DRAWINGS. ELECTRICAL LINES SHOWN ON THE DRAWINGS ARE LOCATED BY POINT -TO-POINT, POWER-POLE-TO-POWER-POLE CONNECTION. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXTENT OF ANY HAZARD CREATED BY OVERHEAD ELECTRICAL POWER IN ALL AREAS AND SHALL FOLLOW PROCEDURES DURING CONSTRUCTION AS REQUIRED BY LAW AND REGULATION. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL MEET WITH UTILITY OWNERS AND DETERMINE THE EXTENT OF HAZARD AND REMEDIAL MEASURES AND SHALL TAKE WHATEVER PRECAUTIONS MAY BE REQUIRED. SEE SECTION 02760 OF SPECIFICATIONS.