

THIS AGREEMENT AMENDS AND RESTATES ANY PRIOR AGREEMENTS BETWEEN THE PARTIES BELOW:

**NORTHWEST WATER SERVICES, LLC
WATER SYSTEM EXTENSION AGREEMENT**

THIS WATER SYSTEM EXTENSION AGREEMENT (this "Agreement") dated as of March 13, 2021, is made by and between Victoria Arduinne ("Developer"), and NORTHWEST WATER SERVICES, LLC, a Washington Limited Liability Company ("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: Arduinne Water Main Extension (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 utility services 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:

AGREEMENT

1. **EXTENSION.** In this Agreement, the term "Extension" means water system facilities, including utility cabinets, buildings, pipes, pumps, tanks, fire hydrants, vaults, and appurtenant facilities, to be constructed and installed by Developer at its expense, then conveyed to NWWS for its ownership and operation, for the purpose of extending water system facilities currently owned and operated by NWWS 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, service connections, water meters, meter boxes, 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. The estimated total construction cost of the Extension is US\$ TBD, which amount is detailed on Exhibit D attached hereto. The Extension construction schedule is attached hereto as Exhibit E.

2. **FRANCHISE.** NWWS holds an Island County franchise under Resolution No. 189(3) (the "Franchise") to install, operate, and maintain water utility facilities within public roads, streets, avenues, highways, alleys, rights-of-way, and other county properties. Because the Extension may be constructed partly within a public right-of-way and because the Developer does not hold a franchise, if Island County so requires then NWWS 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.
3. **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. Developer shall reimburse NWWS within thirty (30) days after receipt of any invoice from NWWS for all consultant and engineering fees and other charges incurred by NWWS in the review of Developer's Construction Plans.
4. **EASEMENTS.** Before NWWS's acceptance of the Extension, Developer shall grant NWWS such easements and other rights within the Property and other real property as NWWS may reasonably require for perpetual access by NWWS to the Extension for maintenance, repair, and replacement of the same, on such terms as NWWS may reasonably approve. Developer will allow a 10' permanent easement of the entire frontage of Turning Leaf Lane, and a 20' permanent construction easement of the entire frontage of Turning Leaf Lane for any future water line expansions.
5. **MANUAL.** Developer, as a property owner and not legally a developer, acknowledges and agrees that all work relating to the Extension must conform to all provisions of the Northwest Water Services, LLC Developer Extension Manual, 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.

6. **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, all applicable easements, and the Northwest Water Services, LLC Conditions and Standards, a copy of which is attached hereto as Exhibit F. Developer 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.
7. **USER FACILITIES.** Developer acknowledges that there are no User Facilities to be constructed. Developer 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 no 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. **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 reinspect 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.
9. **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 costs, expenses,

liabilities, and losses incurred by NWWS within two (2) years after the date of NWWS's acceptance of the Extension for any defects and faults in materials and workmanship that arise within that two (2) year period.

10. SECURITY FOR COMPLETION AND MAINTENANCE.

- a. **Completion Guaranty.** Before commencement of construction of the Extension, Developer shall deliver to NWWS a completion guaranty of a type and form approved by NWWS in its sole discretion (which may be a cash deposit, performance bond, letter of credit, or otherwise), to guarantee the completion of the construction of the Extension by Developer. The completion guaranty shall run until such time as NWWS has accepted the Extension following final inspection and approval in the field and received the as-built drawings, Bill of Sale, fees owing to NWWS, and maintenance guarantee. The completion guarantee shall be in the amount of the total cost of construction of the Extension, including sales tax, which shall be determined by NWWS's estimated cost of the extension or the contractor bid price at the election of NWWS.
- b. **Maintenance Guaranty.** Upon completion of construction of the Extension and approval of the Extension by NWWS, Developer shall, as a condition precedent to acceptance by NWWS, deliver to NWWS a maintenance guaranty of a type and form approved by NWWS and mutually agreed upon (which may be a maintenance bond, letter of credit, or otherwise), to guarantee the costs of repair of the Extension for a period of two (2) years after final acceptance of the Extension by NWWS.

11. 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.

12. FEES AND CHARGES.

- a. **In General.** Developer shall bear all costs of construction and installation of the Extension and its connection to NWWS's water system and shall pay all applicable fees and charges, including without limitation fees and charges payable to NWWS under NWWS's tariff filed with the Washington State Utilities and Transportation Commission, which include without limitation water system facilities charges, meter installation charges, connection charges, account setup fees, monthly charges, usage

charges, fire flow service charges, capital improvement charges, and ancillary charges for her water service connection, and other charges and fees assessed by NWWS from time to time, and also Department of Health plan review fees and other governmental fees and charges.

b. Engineer's Bid and Consultant Cost Reimbursement.

- i. Within fourteen (14) days after the date of mutual acceptance of this Agreement, Developer shall deliver to NWWS written notice whether Developer either elects to engage and provide engineering services for the Extension itself or elects to have NWWS engage and provide engineering services for the Extension.
- ii. If Developer elects to engage and provide engineering services for the Extension itself, then Developer shall reimburse NWWS within thirty (30) days after receipt of any invoice from NWWS for all consultant and engineering fees and other charges incurred by NWWS in the review of Developer's Construction Plans and the inspection and general oversight of the construction and installation of the Extension on behalf of NWWS.
- iii. If Developer elects to have NWWS engage and provide engineering services for the Extension, then Developer shall pay NWWS the complete sum of NWWS's engineer's bid of US\$ N/A within five (5) days after the date this Agreement is approved by the Washington State Utilities and Transportation Commission, which approval may occur by the passage of time (30 days after filing), and Developer thereafter shall pay any and all additional charges and fees of NWWS's engineer relating to the Extension within thirty (30) days after receipt of any invoice from NWWS or its engineer.

c. Existing Cost Recovery Agreement Charges. If there is a cost recovery contract or "latecomer's agreement" (a "Cost Recovery Contract") currently in effect, relating to water system improvements for which Developer is liable to pay its fair share before connection to such improvements, then Developer shall all such cost recovery or "latecomer" charges and fees before NWWS provides water to the Extension.

13. EASEMENT. After NWWS's acceptance of the Extension, upon NWWS's request at any time and from time to time, Developer shall convey and warrant to NWWS 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. Developer shall also convey and warrant to NWWS a perpetual nonexclusive easement twenty (20) feet in width upon and within the Property, for the construction of a potential new water main along Turning Leaf Lane. The centerline of the Easement shall be the centerline of the Extension as constructed or installed. Developer covenants that no

VA

building or other structure shall be located within five (5) feet of the Extension in perpetuity.

14. **INDEMNITY.** Developer shall defend, indemnify, and hold NWWs, its agents, contractors, employees, officers, directors, and shareholders, harmless from and against any and all claims, expenses, liabilities, and losses, including attorneys' fees and costs, arising from or relating to (a) any act or omission of Developer, or any of its contractors, subcontractors, or material suppliers providing labor or materials for the Extension, in the exercise or performance by any of them of Developer's rights and obligations under this Agreement, (b) any act or omission of Developer or any of its contractors, subcontractors, or material suppliers providing labor or materials for the Extension relating to the construction and installation of the Extension, and (c) any default by Developer under this Agreement. It is the intent of the parties that NWWs shall have no liabilities or obligations relating to the Extension except as expressly provided under this Agreement.
15. **INSURANCE.** Developer as a home owner understands that all contractors, subcontractors, and material suppliers providing labor and materials for the Extension 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 Whidbey Island area. The limits of liability for the commercial general liability insurance shall not be less than One Million Dollars (US\$ 1,000,000) covering all claims for personal injury and/or property damage arising out of a single occurrence and Two Million Dollars (US\$2,000,000) general aggregate. Developer, as a home owner and not a true developer shall not have to purchase commercial automobile liability insurance. All contractors, subcontractors and material supplier shall require it.

16. **COVENANTS TO RUN WITH LAND.** 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.

17. **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.

18. **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.

19. **POTENTIAL NEW COST RECOVERY CONTRACT (Latecomers Agreement).**

For a period of ninety (90) days after NWWS's acceptance of the Extension, NWWS and Developer covenant to mutually negotiate in good faith the terms of a new Cost Recovery Contract, under which Developer may be reimbursed a pro rata fair share of the cost of the Extension by each owner of real property that is specially benefited by the Extension and connects to and uses the Extension within fifteen (15) years after NWWS's acceptance of the Extension. The term of the Cost Recovery Contract shall be fifteen (15) years after the date of NWWS's acceptance of the Extension. The Cost Recovery Contract shall be recorded in the real property records of Skagit and/or Island Counties, Washington. NWWS shall honor this agreement to the Developer even if NWWS and/or Developer fail to mutually execute and deliver a Cost Recovery Contract. NWWS shall be responsible to collect required fees and charges payable by a third party as required under a Cost Recovery Contract, except that (a) NWWS shall be liable to Developer for the failure of NWWS to pay Developer fees (minus NWWS's administrative fee) collected by NWWS under a Cost Recovery Contract mutually approved by NWWS and Developer, (b) NWWS shall be liable for specific performance but not money damages, attorneys' fees and costs, or other relief for the failure of NWWS to collect monies payable by a third party as required under a Cost Recovery Contract mutually approved by NWWS and Developer if (i) Developer delivers to NWWS written notice of NWWS's failure to collect the monies within one (1) year after the connection for which the monies were payable, (ii) Developer pays in advance all costs of collection, including without limitation collection charges, attorneys' fees, and court costs, and (iii) the Cost Recovery Contract is a binding agreement enforceable by NWWS against the third party and NWWS has the legal right to collect such monies from the third party, and (c) if NWWS has failed without legal excuse to collect monies payable by a third party as required under a Cost Recovery Contract mutually approved by NWWS and Developer, and if Developer asserts a claim against NWWS relating to such failure, then NWWS at its option may assign and delegate to Developer, and Developer shall accept from NWWS, all of NWWS's obligations and rights against the third party under the Cost Recovery Contract, in which event Developer

may at its option pursue collection against the third party and NWWWS shall have no further liabilities or obligations to Developer for such failure of NWWWS to collect such monies.

20. **TERMINATION.** If the Extension has not been completed by Developer and accepted by NWWWS within three (3) years after the date of this Agreement, then Developer's rights under this Agreement shall terminate automatically.

21. **NO WARRANTY.** NWWWS does not warrant delivery of any specific quantity or quality of water, and NWWWS's Standards and Conditions may comply with only the minimum State of Washington standards in effect at the time of this Agreement. These standards may not be sufficient for large lots, some commercial developments, agricultural use, or fully landscaped lots. Developer is relying on Developer's own knowledge to determine the adequacy of the Extension to meet Developer's needs and those of Developer's assigns and successors in interest.

22. **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:

If to NWWWS, to:

Northwest Water Services, LLC
14263 Calhoun Road
Mount Vernon, WA 98273
Attn: Kelly Wynn
Tel No.: 360-466-4443
Fax No.: 360-466-1713
Email: kellyw@wwsvc.com

with copy to:

Tel No.: _____
Fax No.: _____
Email: _____

LA

If to Developer, to:

Victoria Arduinne
1385 Eagle Ridge Road
Oak Harbor WA 98277

Tel No.: 360-927-6380

Fax No.:

Email: v.arduinne@gmail.com

with copy to:

Tel No.:

Fax No.:

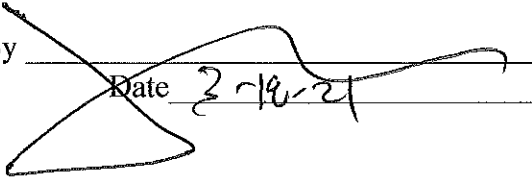
Email:

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.


NWWS:

NORTHWEST WATER SERVICES, LLC, a
Washington Limited Liability Company

By 
Date 3-18-21

DEVELOPER:

Victoria Arduinne, an individual

By 
Date 13 March 2021

EXHIBITS:

- A - Legal Description of the Property
- B - Description of the Extension
- C - Drawing of the Extension
- D - Construction Cost Detail
- E - Construction Schedule
- F - Copy of NWWS Conditions and Standards

STATE OF WASHINGTON)
) ss.
COUNTY OF Skagit)

On this day personally appeared before me Kelly Wynn, to me known to be the individual that executed the foregoing instrument, and acknowledged the said instrument as the Owner of NORTHWEST WATER SERVICES, LLC to be their free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 18 day of March,
20 21.



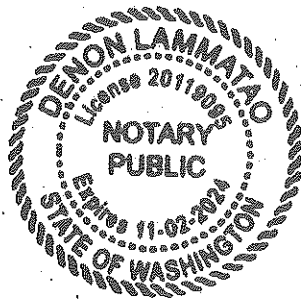
[Signature]

NOTARY PUBLIC in and for the State of Washington,
residing at Arlington WA
My commission expires: 6-30-21
Print Name: Patricia D Childers

STATE OF WASHINGTON)
) ss.
COUNTY OF Island)

On this day personally appeared before me Victoria Andvianne, to me known to be the individual that executed the foregoing instrument and acknowledged the said instrument as the Owner of 2525 Turnin Leafleaf Oak Harbor WA, to be the free and voluntary act and deed of said property for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13th day of March,
20 21.



[Signature]
NOTARY PUBLIC in and for the State of Washington,
residing at 32650 5r20 Ste B-102
My commission expires: 11-02-2024
Print Name: Denon Lammatao

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Arduinne Water Main Extension

Exhibit A and B

Description of All Real Property Benefited by Extension

Benefited Property Owned by Applicant (Parcel 1):

- Street address of Applicant's property: 2525 Turning Leaf Lane
- County assessor's tax parcel number: R-23335-100-0500
- Legal description: East half of the NW Quarter of the SW Quarter of the SW Quarter of Section 35, Township 33, Range 2 East, Willamette Meridian.

Benefited Property Owned by Other Persons (Parcel 2):

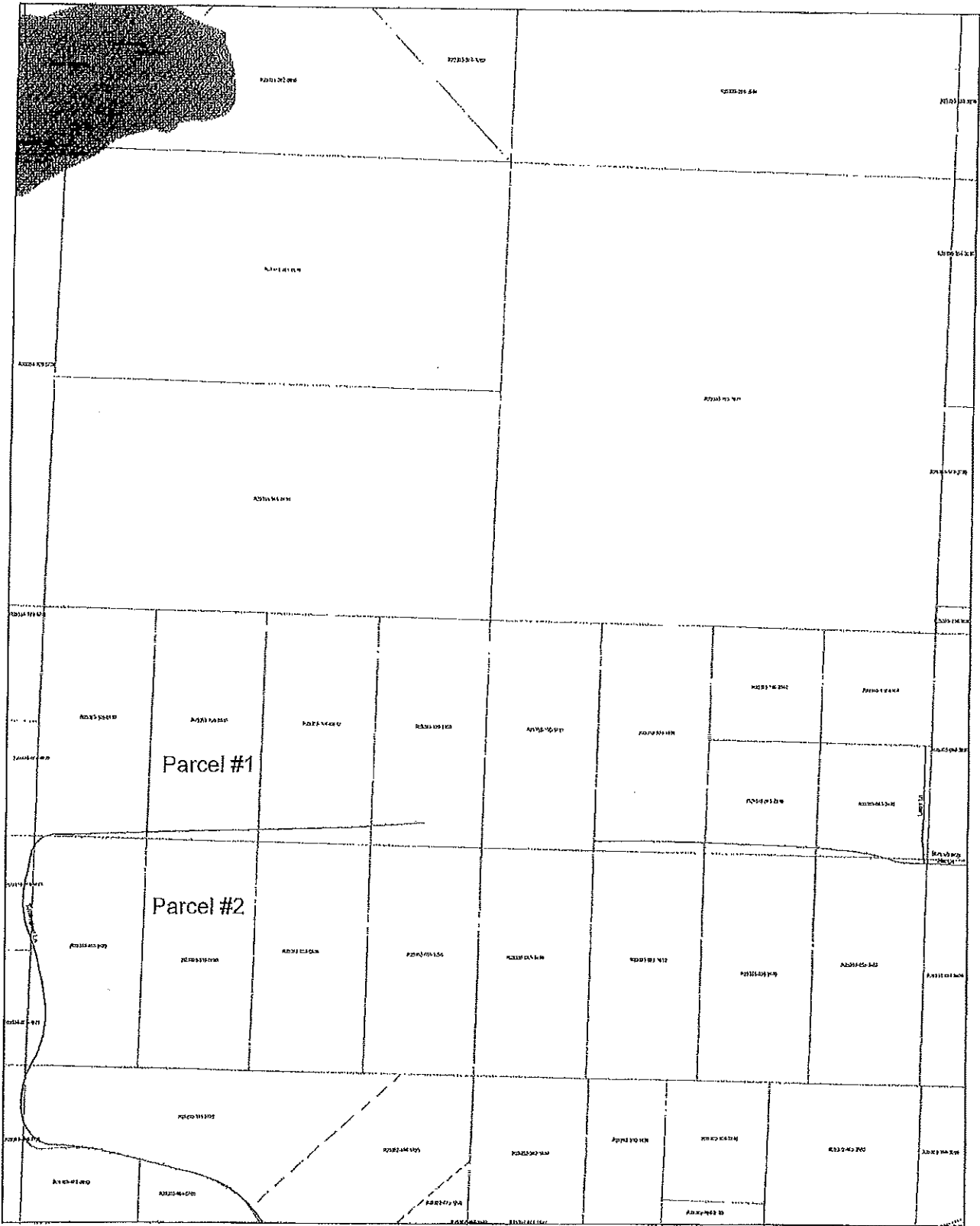
- Property owner's name: Gene and Olga Brandt
- Street address of property: Not Addressed
- County assessor's tax parcel number: R23335-035-0490
- Legal description: Parcel A: The East Half of the West Half of the South Half of the Southwest Quarter of the Southwest Quarter of Section 35, Township 33 North, Range 2, East of the Willamette Meridian. Parcel B: That certain easement for Ingress, egress and utilities as described in instrument recorded under Auditor's File No. 261815, and as amended by instrument recorded under Auditor's File No 299101, records of Island County, Washington.

Parcel 3:

- Property owner's name: _____
- Street address of property: _____
- County assessor's tax parcel number: _____
- Legal description:

Arduinne Water Main Extension

Exhibit B Continued



Map Data

- Geographic Number (Parcel Number)
- Platted Lot Number
- Island County Parcel
- Quarter Section Boundary
- City/Town Limit
- Roads
- Water

SW 1/4 Sec. 35 Twp. 33 R.2E

Map ID: 659

608	609	610
650	651	652
613	614	615

Arduinne Water Main Extension

Exhibit C



--- = water main extension along Turning Leaf Lane

Arduinne Water Main Extension
Estimated Cost

Exhibit D Construction Estimate

Davido Consulting Group, Inc
1796 E Main St STE 105
Freeland, WA 98249
360-331-4131

NO.	ITEM	UNIT	UNIT COST	QUANTITY	TOTAL COST
1	Mobilization	LS	\$ 4,500.00	1	\$ 4,500.00
2	Bank Run Gravel for Trench Backfill (25% Assumed)	CY	\$ 35.00	35	\$ 1,225.00
3	Connection to Existing Main	EA	\$ 3,000.00	1	\$ 3,000.00
4	PVC C-900 Pipe for Water Main, 6 In. Diam.	LF	\$ 65.00	600	\$ 39,000.00
5	Fire Hydrant Assembly	EA	\$ 6,000.00	1	\$ 6,000.00
6	Combined Air Release/Air Vacuum Assembly	EA	\$ 2,500.00	1	\$ 2,500.00
7	Gate Valve, 6 In.	EA	\$ 1,250.00	1	\$ 1,250.00
8	Service Connection 3/4 In. Diam.	EA	\$ 1,500.00	2	\$ 3,000.00

Estimated Construction Cost = \$ 60,000.00
Contingency (15%) = \$ 9,000.00
Sales Tax (8.7%) = \$ 6,000.00

Total Estimated Construction Cost = \$ 75,000.00

Arduinne Water Main Extension

Exhibit E

Construction Schedule

Not provided by Victoria Arduinne at this time May 27, 2021

Exhibit F

ENGINEERING AND CONSTRUCTION
Conditions and Standards

NORTHWEST WATER SERVICES, LLC**DESIGN STANDARDS**

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

1. GENERAL

All extensions to the water system must conform to the design standards of NWWS. 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 NWWS's distribution system or for conformance with the Comprehensive Water System Plan. The following items are necessary to meet the conditions.

NWWS and its consultants do not insure the correctness of the information supplied to the Developer from NWWS's records. The Developer shall verify by survey any information provided by NWWS 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 NWWS 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 NWWS's Engineers. The developer shall submit for review two (2) sets of plans to NWWS. 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 NWWS standards, then a final set of reproducible plans shall be submitted to NWWS. These reproducible plans shall receive NWWS's "Plan Review" approval stamp. NWWS 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 NWWS 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 services 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 NWWS'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 NWWS office.
- D. Unless otherwise called for by NWWS'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). NWWS reserves the right to increase the pipe diameter for present or future needs of NWWS. NWWS will make this determination. If NWWS chooses to implement this option, NWWS will pay the difference in installed cost between the cost of 8-inch diameter pipe and the pipe size required by NWWS. 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 NWWS 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 NWWS's Engineer.
- I. Water side services 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 services shall not exceed 300 feet in length from the meter to the point of use in order to maintain adequate pressure. NWWS must specifically approve services over 300 feet in length.
- K. Meter boxes shall be furnished and installed by the Developer.
- L. Casings under roadway for far side services 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 NWWS 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 NWWS. Easements shall be twenty to twenty-five feet in width, or as required by NWWS. 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 NWWS regardless of easements recorded with property deeds or plats.

Easements must be approved by NWWS prior to water service connection.

4. CONSTRUCTION AND INSPECTION

A. Installation and Inspection

NWWS may refuse acceptance of any portion of the work installed without the Inspector having reviewed the work. NWWS 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.

The approved construction plans and specifications shall be followed. No deviations will be allowed without request for change and approval received from NWWS. NWWS 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 NWWS Inspector is present.

NWWS 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 NWWS 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. The Contractor shall provide all testing equipment. The final testing shall be performed in the presence of NWWS's Inspector.

Before being placed into service, all new water mains and repaired portions of or extensions to existing mains shall be disinfected.

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 NWWS 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 NWWWS 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 SERVICES, LLC, WHICH ARE CONTAINED IN A BOUND VOLUME ENTITLED "DEVELOPER PROJECT MANUAL ".
2. NWS SHALL BE NOTIFIED PRIOR TO COMMENCEMENT OF CONSTRUCTION. ALL TESTING AND CONSTRUCTION SHALL BE INSPECTED BY NORTHWEST WATER SERVICES, LLC.
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 SERVICES 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.