

RESOLUTION NO. 38-A

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WHATCOM COUNTY WATER DISTRICT NO. 8 OF WHATCOM COUNTY, WASHINGTON, ESTABLISHING THE CONDITIONS AND STANDARDS FOR DEVELOPER'S EXTENSIONS TO THE WATER DISTRICT'S SYSTEM AND SPECIFICATIONS ADOPTING REGULATIONS PERTAINING TO THE CONSTRUCTION AND INSTALLATION OF THE DEVELOPER'S EXTENSION, AND MATERIALS USED THEREIN.

WHEREAS, applications for the extension of the Whatcom County Water District No. 8's system to serve newly developed areas within the water district's boundaries have been made by developers.

WHEREAS, upon completion of the extensions by the developers and acceptance by the water district, the water district takes title to the new system.

WHEREAS, it is for the advantage and benefit of Whatcom County Water District No. 8 and the water users therein, that a set of conditions and regulations pertaining to developer's extensions regulating the quality and materials of workmanship as adopted by the water district.

NOW THEREFORE, be it resolved by the Board of Commissioners of Whatcom County Water District No. 8 of Whatcom County, Washington, as follows:

SECTION ONE: EXTENSIONS TO THE WATER SYSTEM.

1) Application for extension. Application for extension of the District water system to serve newly developed property shall be made by the owner of the property or his agent on the official

application form supplied by the District. The application shall be accompanied by:

(a) A fee of \$200.00 to cover administrative costs of the District.

Additional costs over and above the original fee will be determined at the end of the construction and paid by the Developer.

2) Other Expenses. Additional expenses, when required, relative to water storage or other facilities will be included in separate agreement between the Developer and Water District No. 8.

3) Plan Preparation. Plans for extensions to the water system shall be prepared by registered professional engineer and submitted to the District for approval. Plans shall be drawn to a scale not smaller than 1" = 100'.

At the option of the Developer, the plan may be prepared by the District's Engineer with costs being borne by the Developer.

4) Health Department Approval. A copy of the plan approved by the Washington State Health Department must be submitted to the District prior to construction.

5) Statement of Costs. Prior to acceptance by the District of the extension to the system, the Developer shall submit to the District a statement of his costs, including legal and engineering fees, for the main installation.

SECTION TWO: GENERAL CONDITIONS OF CONSTRUCTION

1) Definitions as Used Herein.

(a) "Developer" means the owner or owners of property to be benefited by the proposed extension, including the Developer's agents.

(b) "District" means Whatcom County Water District No. 8

(c) "Plan" means drawings, including reproductions thereof, of the work to be done as approved by the District.

(d) "Standard Specifications" means the bound volume entitled "Standard Specifications & Standard Details", 5th Edition, 1971, published by Hill, Ingman, Chase and Company, Consulting Engineers of Seattle, Washington, Copyright 1971, consisting of 288 pages of printed material and 35 pages of Standard Details, and which volume is incorporated in this contract by this reference as if set forth herein in full. The Contractor's attention is called to the fact that said Standard Specifications contain General Conditions to this Contract as well as Construction Details. The responsibility for supplying himself with these Standard Specifications shall rest with the Contractor.

2) Authority of Company. The District shall inspect the work and shall have the right to stop work when necessary to insure compliance with the plans and specifications. The District shall at all times have access to the work and shall have the right to make such inspections and tests as may be deemed necessary.



3) Final Acceptance. Before acceptance of thw work by the District, all tests herein specified shall be carried out to the satisfaction of the District and all requirements and approvals of Government Agencies shall be met.

4) Quality of materials and workmanship. Unless otherwise specified, all materials shall be new and workmanship and materials shall be of the highest quality commonly used. The Developer shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

5) Compliance with public authority. The work shall be done in accordance with the regulations of each public authority including the County, Public Health Departments and municipalities, which may have jurisdiction over the manner and quality of performance of the work. The public shall not be inconvenienced unnecessarily in its use of the public streets. The Developer shall enforce discipline and good order among his employees and shall not employ on the work, any unfit person or anyone not skilled in the work assigned to him.

6) Material and equipment list. Upon request, the Developer shall file a material and equipment list with the District prior to the beginning of construction, including the quantity, manufacturer and model number, if applicable, of material and equipment to be installed as part of the work.

7) Permits. The developer shall not begin work until all necessary permits have been issued by public authority. The Developer shall reimburse the District for all costs incurred by the District for permits, inspection fees and other charges imposed by public authority because of the work.

8) Restoration of improvements. Culverts, driveways, roadways, pipelines, or other existing improvements which are removed or disturbed in the course of the work shall be restored to their original condition.

9) Developer's supervision. The Developer shall keep on the work during its progress a competent supervisor who shall represent the Developer during his absence, and to whom instructions may be given as though to the Developer. The supervisor shall make himself familiar with the plans and specifications and shall promptly report to the District, any error, inconsistency or omission which he may discover.

10) Defective work. Work which is found by the District not to comply with the plans and specifications shall be remedied so as to comply therewith. The developer shall correct or replace and defective work or material discovered within one year after the work has been accepted by the District unless a longer warranty period is specified by the District. Such correction or replacement shall commence within seven days from the time of receipt of notice from the District and shall be completed promptly. If not, so commenced, or, in emergency, when damage may result from delay, such correction or replacement may be made by the District at the expense of the Developer. The Developer shall reimburse the District upon demand, for any expense resulting from defects which appear within one year after acceptance of the Developer's work, including actual damages, costs of materials and labor expended by the District in making emergency repairs, costs of engineering, inspection and supervision by the District as a result thereof.



11) Use of completed portions. The District shall have the right to take possession of and use any completed or partially completed portions of the work although the time may not have expired for completing the entire work and this shall not be deemed acceptance of any work not done in accordance with the plans and specifications.

12) Liability insurance. The Developer shall procure insurance against liability of the Developer, the District and the District's employees for negligent injury to person or property resulting from performance, supervision or inspection of the work. The minimum limits of coverage shall be as follows:

Bodily injury, any one person	\$100,000
Bodily injury, any one occurrence	\$300,000
Property damage	\$100,000

13) District Free from Damage Claims. If, through acts of neglect on the part of the Developer, any contractor or any sub-contractor shall suffer loss or damage on the work, the Developer agrees to settle with such contractor or sub-contractor by agreement or arbitration, if such contractor or sub-contractor will so settle. If such contractor or sub-contractor shall assert any claim against the District on account of any damage alleged to have been so sustained, the District shall notify the Developer, who shall indemnify and save harmless the District against any such claims and the Developer shall assume defense of any such claims.

14) Performance Bond. The developer shall, prior to commencement of the work, furnish a surety bond in an amount not less than

the cost of the work as estimated by the District, insuring the District that the work will be performed in accordance with the plans and specifications and that any defective work or material discovered by the District within one year after the work has been accepted will be corrected or replaced by the Developer in accordance with the provisions of paragraph 12 of these regulations.

15) Bill of sale. Upon completion of the work and approval of the District, the Developer shall, as a condition of acceptance by the District, convey the work to the District by bill of sale, in accordance with the form provided by the District.

16) Alignment. The Developer shall furnish sufficient horizontal control, to insure the correct location of the water line and appurtenances. Correctness of such horizontal control is the sole responsibility of the Developer and any modification of horizontal location of any facility shall be at the Developer's expense.

17) Grade. The water main shall be installed on the roadway rough grade with three feet minimum cover. The notice by the Developer to the District that the roadway is ready for water main installation shall be considered a representation that the Developer has brought the roadway to sub-grade and that he intends no further grading work. Any modification of the main or appurtenances required to adjust to grade changes shall be at the Developer's expense. If the Developer contemplates off roadway grading after the installation of the water main which will affect the setting of fire hydrants or other appurtenances, he shall so state in writing prior to the installation of the main. Any adjustments required by such grading shall be at the Developer's expense.



### SECTION THREE : MATERIALS

1) All pipe, valves, fittings and appurtenances shall conform to section 2.11 of the Standard Specifications.

(a) Asbestos Cement Pipe shall be Class 150 unless otherwise indicated on the drawings.

(b) Plastic Tubing shall be Class 150 polyethylene equal to Yardley Municipal Service Line or Donde Tuftube.

### SECTION FOUR: INSTALLATION

1) General. Unless otherwise noted all installation shall conform to paragraph 2.2 of the Standard Specifications.

2) Grade & Alignment. Pipe shall be laid with minimum 36 inch cover unless otherwise noted on the plan. Pipe shall be laid parallel to the road centerline unless otherwise shown on the plan.

3) Pipe laying. Pipe laying shall conform to AWWA Standard C600-64 for cast iron pipe, AWWA Standard C603-64T for asbestos cement pipe and the manufacturer's recommendations unless specifically contradicted by these specifications. Special care shall be taken in handling pipe to avoid damaging ends, coatings and linings. Pipe shall be carried in slings and shall not be rolled or dragged. The pipe shall be examined for defects and damage while suspended before lowering into trench.

The pipe shall be cleaned of all foreign material before lowering into trench. Whenever pipe laying is not in process, the last section of pipe shall be tightly capped or plugged. The Contractor shall install corporation stops as required for air plugging and testing.



4) Backfilling shall not begin until the District approves the pipe laying. The backfill material shall be free from debris and stones over 12 inches in length. Backfill to 6 inches over the top of the pipe shall be hand placed and tamped. The remainder of the backfill shall be placed and compacted by wheel rolling or water settling. If suitable native backfill material is not available, then a clean  $\frac{1}{4}$  inch bedding sand shall be used to 6 inches over the top of the pipe.

5) Gate Valve Installation. Before installation, gate valves shall be cleaned of all foreign material as hereinbefore specified for installation of pipe. The valve and the valve box shall be set plumb with the valve box centered on the valve. The top of the valve box shall be set to the grade indicated. Valve markers shall be set with all valves except auxiliary valves for hydrants.

6) Hydrant Installation. Hydrant installation shall generally conform to Standard Detail No. 31, Hydrant Assembly. Shackle rods shall be heavily coated with asphalt after installation.

7) Concrete Blocking. Fittings and angle points in the line shall have concrete blocking poured in place according to detail no. 32, Blocking shall bear against the fittings only and shall be clear of joints to permit dismantling the joint.

8) Connections to Existing Lines. The Contractor shall inform the District two days prior to shutting off the line and shall proceed only after receiving permission. The Contractor shall assemble all necessary equipment and materials before breaking the lines and shall proceed continuously until the connection is completed. Shackle rods shall be  $\frac{5}{8}$ " diameter and shall be heavily coated with asphalt after installation. The Contractor shall notify by a circular, all affected users at least 48 hours in advance.

9) Service Line Installation. Service Line installation shall conform to standard Detail No. 35.

10) Blowoff Assembly. Blowoff assembly shall conform to Standard Detail No. 34.

11) Hydrostatic Pressure Test shall be in accordance with section 2.3 of the Standard Specifications.

12) Sterilization of water lines shall be in accordance with section 2.4 of the Standard Specifications.

ADOPTED BY THE BOARD OF COMMISSIONERS of Whatcom County Water District No. 8 of Whatcom County, Washington at a regular meeting held this 6<sup>th</sup> day of April, 1972.

Hubert Vogt  
Robert I. Sandifur  
George R. [unclear]  
COMMISSIONERS

ATTEST:

I, ROBERT I. SANDIFUR, Secretary of the Board of Commissioners of Whatcom County Water District No. 8 of Whatcom County, Washington, do hereby certify that the above is a true and correct copy of Resolution No. 37 passed by the Board of Commissioners at a regular meeting held on the 6<sup>th</sup> day of April, 1972.

Robert I. Sandifur  
ROBERT I. SANDIFUR, Secretary.