

Section 6

Water Extension Policies

6.1 Introduction

6.1.1 General Provisions

The District will provide facilities for the distribution of water within its service areas in accordance with approved land use plans, policies or other regulatory requirements governing service provisions. Extension of a system to serve additional applicants, customers, properties, tracts, or subdivisions will normally be paid for by the parties that are benefited.

An Applicant for an extension will normally be responsible for financing the entire cost of an extension. Costs include new facilities, replacement of existing system components when necessary for making the extension or improvement, and upgrades to meet requirements such as fire flow, which are associated with the Applicant's project. Up-sizing water system components are outlined in Appendix C.3.1.

All water facilities must be located on property owned by the District, public rights-of-way, or dedicated easements. All water facilities must be transferred to the District's ownership for operation, maintenance, and service responsibilities, and will be subject to maintenance bonding requirements. The point of District ownership shall end at the meter, private fire system gate valve or hydrant gate valve, unless otherwise indicated on Bill of Sale to the District.

6.1.2 Application of Policies and Procedures

In specific instances, the General Manager may, at his/her discretion, waive or modify the application of the policies and procedures described herein, including the application of standard fees and charges, provided that such waiver or modification allows for more effective or efficient attainment of District goals, objectives, and overall policies. Conditions for waiver or modification of the application of these policies and procedures are contained in Section 1.2 of this Water Code.

6.1.3 Standards and Specifications

Water system extensions, improvements, or new facilities must be constructed in accordance with the District requirements provided in this Section and the System Extension Design Criteria included in Appendix C. It is the responsibility of the Applicant to ensure that the most current standards and specifications are used.

These standards and specifications have been developed as professional, technical guidelines for guiding system design and installation. The General Manager may modify these to maintain consistency with changing technology and industry standards.

Additionally, the General Manager may waive strict application of the standards and specifications in certain instances, provided that the resulting design or construction is approved by the District, and remains consistent with the goals and objectives expressed in this Manual.

6.1.4 System Extension Ownership (1626)

All water lines and appurtenances shall be designed and installed to District requirements. They shall be and remain exclusive property of the District for future operation, maintenance and service responsibilities, with the exception of fire hydrants as specified in Appendix C, Paragraph C.10. The point of District ownership shall end at the meter, at the property line for a private fire system or the hydrant gate valve, unless otherwise stated on the Bill of Sale to the District. (1626)

6.2 Administrative Procedures for Initiating System Extension

6.2.1 Plan Approval Required

The District must approve all plans for extensions, improvements, or additions to water facilities prior to their construction.

6.2.2 Application

Applicants using the District's application format shall make requests for extension or improvement of a District water system to serve newly developed and/or existing properties. Each application shall contain a legal description of the property to be served (or a map showing the area) and be accompanied by two (2) copies of preliminary plans, showing the location of all water lines, hydrants, and valves needed to serve the area.

Plans of sewers, buried wire service, other utilities, street design and final plat shall also be furnished to illustrate the relationships of other facilities to water pipe plant. Water pipeline survey stationing shall be referenced to roadway centerline or right-of-way line. Water lines that are to be installed in areas where finished grades do not exist or where the finished grades may be realigned shall have final grades established prior to installation. Grade and alignment stakes shall be required for the water plant installation. (1626) See Appendix "C."

Developments or projects that are to be phased shall be shown in their entire concept prior to approval of any phase, so the District can be assured that adequate design criteria are established. (1626)

It is recommended that applicants schedule a meeting with District Engineering staff to discuss the proposed project prior to completion of the application.

6.2.3 District Review

The District will review the application and associated plans. The District will recover its cost of plan review from the Applicant when the project proceeds.

The District will notify the Applicant of the feasibility of the service requested, conditions for construction, and any additional facilities (e.g. water source, storage, booster stations, water main upgrades, telemetry, etc.) that may be required as a result of the proposed extension/development. Additional special requirements such as cross connection control assemblies will also be specified. The District will develop and provide to the Applicant a cost estimate of District charges on the project.

If fire protection facilities are required, the location and minimum capacity of the facilities shall be as specified by the appropriate Fire Marshal.

At the District's option, District staff may provide engineering design services for private line extensions when installation is performed by the District. The Applicant shall be charged for such services; the estimated cost of design shall be collected prior to the District commencing design work.

6.2.4 Work/Job Order Authorization Agreement

If an Applicant decides to proceed with a project, the Applicant shall then execute a Work/Job Order Authorization Agreement with the District, which will specify the terms and conditions of the extension or system improvement in accordance with the District's standards. Work/Job Order Authorization agreements must be signed by both the Applicant and an authorized District employee.

6.2.5 Submittal of Plans and Specifications

At the time the Work/Job Order Authorization Agreement is submitted, the Applicant shall submit two (2) sets of detailed plans and specifications to the District for review, potential revision and acceptance. All drawings and specifications shall be prepared per (Appendix C) double checking WSP and Appendix F & C and must be stamped by a registered Professional Engineer licensed in the State of Washington.

The Applicant shall furnish a minimum of two (2) corrected final design sets of water plant plans and specifications to the District Engineering Manager prior to the start of construction. (1626)

As the project construction progresses, any deviations from originally accepted plans and specifications must be presented by the Design Engineer to the District for review in advance, and must be accepted by the District in writing prior to commencement of the revised work. The District may require updated plans of the accepted deviation(s).

6.2.6 Permits, Easements, and Approvals

The applicant or their representative shall obtain all permits in the District's name as required by law prior to commencement of work. These could include, but not be limited to, permits by the governing City or Skagit County, Washington State Department of Health, Washington State Department of Ecology, Diking Districts, Drainage Districts, game and fish agencies, Highway Department, Department of Natural Resources, State land agencies, gas or oil pipeline companies, railroads, etc. The City or County Fire Marshall having jurisdiction over the site of the proposed improvement must review and approve the fire protection facilities as well. Copies of all permits and/or approvals shall be furnished to the District prior to commencement of work. All rights in the improvements shall be granted to or transferred to the District prior to final acceptance by the District Board of Commissioners. (1626)

The project designer shall verify and comply with all submittal requirements with the permitting agencies.

All plant not located on public dedicated rights-of-way shall be on easements dedicated to the District, per Sections 6.5.6 and/or 6.6.7.

6.3 Financing (1626)

6.3.1 Local Utility District Formation (1626)

Property owners within a defined area may petition the District Commissioners to extend water mains to their properties, and/or provide other facilities, by formation of a Local Utility District (LUD). All construction, engineering, administrative costs, attorney and consultant fees, feasibility studies, title reports, costs of easements, permits, environmental reports, and shoreline permits and other related costs are a part of the LUD costs. If this method is used, benefited properties will be assessed as provided by law. (1626)

6.3.2 Charge-in-Lieu of Assessment

If a property is to be served by an improvement financed by an LUD but that property was not included within the LUD boundaries nor charged any proportional assessment as were other properties within the LUD boundaries, the Commission may require a charge be levied against such property in lieu of an assessment. The charge-in-lieu of assessment will generally be calculated in the same manner as the other assessments within the respective LUD and will generally not be less than the assessment of any similar property within the LUD boundary; however, the Commission shall determine the exact scope of each charge-in-lieu of assessment.

6.3.3 District Financed Water Plant (1626)

When a water pipeline extension to properties not previously abutting a District pipeline is constructed with District funds, each Applicant connecting to the extension following completion of the construction shall be required to share in the cost of the original construction. Fees shall be collected until all final construction costs have been recovered. See Section 6.8.3 for calculation of fees. (1626)

6.4 System Extension Design

6.4.1 Responsibility (1626)

Water plant plans and specifications shall be prepared by the District's Engineering staff or a private registered professional engineer to the current design standards of the District. The designer shall consult with the District's Engineering Manager or designee to determine requirements and criteria. Should the Applicant want the District to prepare the plans and specifications, the District will determine if the existing workload will allow adequate time for the District's Engineering staff to perform the task and the District's construction forces to install the water facilities. The Applicant shall be charged for the costs incurred for this work. Installation specifications shall include those of the Washington State Standard Specifications for Road, Bridge and Municipal Construction, modifications and other requirements set by the District. The plans shall identify water pipe plant in bold, and all other existing and proposed utilities on the drawing in normal-tones. (1626)

6.4.2 General Policy (1626)

The design standards, requirements and procedures identified in Appendix C are the minimum allowable by the District for any and all water improvement projects, whether designed by the District or by a private engineering firm/agency. Design standards help to ensure uniformity of cost and final product. (1626)

Quality project design is a goal of the District. Although these standards are intended to apply to physical development within the District, the standards do not apply for all situations. Additionally, compliance with these standards does not relieve the designer of the responsibility to apply conservative and sound professional judgment. These are minimum standards and are intended to assist, but not substitute for competent work by design professionals. The District may, at its sole discretion for any reasons, require more stringent requirements than would normally be required under these standards. (1626)

Waiver of specific design criteria indicated herein must be requested in writing and may be approved only by the District's General Manager or Engineering Manager. The decision to grant, deny or modify the standards will be based upon evidence that the request can meet the following criteria: (1626)

- The change will achieve the intended result in comparable or superior design and a better quality of improvement; (1626)
- The change will not adversely affect safety and/or operation; and (1626)
- The change will not adversely affect maintainability. (1626)

6.4.3 Gridding

The District may require gridding of water mains in order to satisfy pressure, fire flow, water quality, and system hydraulic requirements. In addition, gridding may be required to promote system reliability. The determination of gridding requirements shall be at the sole discretion of the District. In determining whether gridding is required, the following factors shall be considered:

- Topographical constraints;
- Effects of gridding on system hydraulics;
- Projected future development in the area, based on the applicable land use plan, as updated from time to time, municipal comprehensive plans if applicable, the District's Water System Plan, and other available information.

6.4.4 Pressure Testing (1626)

All new plant shall be hydrostatic pressure tested as specified in the WSDOT Standard Specifications Exceptions to this requirement must be recommended in writing by the District's Engineering Manager and approved in writing by the District's General Manager. The waterline installer will provide all testing equipment. The final testing performed by other than District personnel shall be in the presence of the District's inspector. (1626)

6.4.5 Disinfection (1626)

Before being placed into service, all new water mains and repaired portions of or extensions to existing mains shall be chlorinated, and a satisfactory bacteriological report shall be provided to the District. Disinfection procedures are detailed in the WSDOT Standard Specifications. (1626)

The waterline installer shall be responsible for disposal of treated water flushed from mains and shall neutralize the disinfection solution for protection of aquatic life in the receiving water before disposal into any natural drainage channel. The Applicant shall be responsible for disposing of disinfection solution to the satisfaction of State and local authorities. (1626)

6.4.6 Fireflow Not Altered by Sprinkler Systems

The District encourages residential fire protection sprinkling systems. However, such systems will not be a basis for altering the District's design standards.

6.5 Water System Improvements Installed For Applicant by District/District's Contractor (1626)

6.5.1 Project Estimate (1626)

Upon application, the District will provide to the Applicant a written estimate for the installation of water lines and appurtenances. If the Applicant and the District agree to proceed with the project, the Applicant shall make a deposit in advance to the District of the estimated cost of installing the water lines designed by the District's Engineering Department. Costs shall include, but not be limited to, material, labor, equipment, engineering, overhead, and right-of-way costs. Permits, easements, environmental and related reports will be obtained by the District, and any fees levied shall be paid by the Applicant. (1626)

Payment of the deposit may be made in two installments. The first payment (deposit) shall include, but not be limited to, the estimated cost of materials, engineering, right-of-way cost, permits, easements, and environmental and related reports. Project estimates are subject to change. The second deposit shall be made when the District is in a position to reasonably forecast when it will begin actual on-site construction. The second deposit shall be the balance of the estimated cost as described in this section. The District shall contact the Applicant, or his financier as directed, and request the balance of the estimated cost. After all work has been completed, all conditions satisfied, and all accounting completed, the Applicant shall be billed for additional costs incurred over the payment(s), or refunded any unused balance. The District reserves the right to terminate water service or sale of any new service if final billing is not paid within 30 days of receipt. (1626)

If an Applicant cancels a project after the first payment is paid, the Applicant shall be required to pay District costs incurred through the date the written project termination is received by the District. District termination costs may include specialty items if these items cannot be returned to the vendor. Re-stocking charges shall be applied to the Applicant's account. Specialty items that cannot be returned shall become property of the Applicant. District-incurred charges shall be deducted from the deposit and the balance refunded. If the charge is greater than the deposit, the Applicant shall be billed for the difference. (1626)

Estimates are subject to change prior to acceptance of payment. If the District is required to revise the design of a project, the District will charge the Applicant the cost of those additional revisions. (1626)

6.5.2 Contracts with District (1626)

Contractors working for the District must enter into a contract with the District for the work involved. The District will prepare or supervise preparation of the contract documents. (1626)

6.5.3 Tapping of Mains (1626)

All taps made to the existing main shall be made by District crews or under direct observation by qualified District personnel. Payment shall be made in advance for this work. (1626)

6.5.4 Contractor Insurance Requirements (1626)

Specific contractor insurance requirements are identified in Public Liability and Property Damage Insurance, of the WSDOT Standard Specifications. Substitute District for State and General Manager for Secretary in the above specifications. The Contractor shall forward to the General Manager a Certification by the Contractor that a policy, or endorsement to an existing policy, satisfying all the requirements set forth above has been obtained from a particular insurance company and is in effect prior to commencing work on the project. (1626). The contractor shall obtain and keep in force during the term of the contract and until 30 days after the Physical Completion date, unless otherwise indicated below, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Chapter 48.05, RCW.

6.5.5 Contract Bond

The successful bidder shall provide an executed contract bond for the full contract amount. This contract bond shall:

1. Be on a District-furnished form;
2. Be signed by an approved surety (or sureties) that:
 - a. Is registered with the Washington State Insurance Commissioner, and
 - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Be conditioned upon the faithful performance of the contract by the Contractor within the prescribed time; and
4. Guarantee that the surety shall indemnify, defend, and protect the District against any claim of direct or indirect loss resulting from the failure:
 - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform the contract, or
 - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work.

The District may require sureties or surety companies on the contract bond to appear and qualify themselves. Whenever the District deems the surety or sureties to be inadequate, it may, upon written demand, require the Contractor to furnish additional surety to cover any remaining work. Until the added surety is furnished, payments on the contract will stop.

6.5.6 Guarantees

The contractor shall be responsible for correcting all defects in workmanship and materials incurred within one year (365 days) after the date of final acceptance of the project. When corrections of defects are made, the Contractor shall be responsible for correcting all defects in workmanship and/or materials in the corrected Work for one year after acceptance of the correction by the District. The Contractor shall commence remedying such defects within seven (7) days of receipt of notice of discovery thereof from the District and shall complete such Work within a reasonable time. In emergencies, where damage may result from delay or where loss of service may result, such corrections may be made by the District, in which case the cost shall be borne by the Contractor. In the event the Contractor does not complete corrections within a reasonable time, the Work shall be otherwise accomplished and the cost of same shall be paid by the Contractor.

The Contractor shall be liable for any costs, losses, expenses, or damages, including consequential damages, suffered by the District resulting from defects in the Contractor's Work including but not limited to costs, labor, materials, equipment and administration incurred by the District in making emergency repairs of such defective Work and associated costs of engineering, inspection, and supervision by the District or Engineer. The Contractor shall defend, indemnify and hold the District harmless from any and all claims which may be made against the District as a result of Contractor's defective Work.

6.5.7 Licenses (1626)

Contractors installing water plant for the District or the Applicant shall be licensed and bonded in the State of Washington. A copy of the installing entity's contractor's license shall be forwarded to the District prior to installation of the water plant. (1626)

6.5.8 Easements and Rights-of-Way (1626)

All plant not to be located on public dedicated rights-of-way shall be on easements dedicated to the District, either shown on the plat, an instrument acceptable to the District, or on the District's "Water Pipeline Easement" form. Easements shall be a minimum of twenty feet in width (with exceptions for special topographic conditions or other District requirements). An easement may coincide with another utility easement, except all sanitary sewer lines must be ten feet or more from water lines and other utilities a minimum of five feet. Water lines shall be located no closer than five feet from the edge of easement areas. (1626)

6.5.9 Applicant Advance Payment (1626)

The District will provide an estimate based on costs for tie-ins to existing District plant and for District inspection and administration of the work performed by other than the District forces. The Applicant must request these estimates a minimum of thirty (30) days in advance of the need for the cost figures. The Applicant shall make an advance payment in the amount of the estimate(s) before any work is started. Estimates are subject to change and the District reserves the right to terminate water service or sale of any new service, if advance payments are not made within sixty (60) days of the quotation. After all work, conditions and accounting are completed, the Applicant shall be billed for additional costs incurred beyond the advance payment(s) amount or refunded any unused balance.

6.5.10 Indemnify, Defend and Save Harmless (1626)

A contractor working for the District shall agree to indemnify and defend and to save the District harmless from any and all claims or liability for damages arising from acts done under the contract. Before commencing work the Contractor shall furnish the District certificates of his comprehensive general and automobile liability and property damage insurance, in limits acceptable to the District, protecting against all claims for personal injury or property damage, including coverage for underground collapse and explosion damage, arising during the course of the performance of said contract.

6.6 Water System Improvements Installed by Applicant (1626)

6.6.1 Progress Requirement (1626)

The requirements listed in the sections below are to be complied with, completed and satisfied before any water plant construction is started: (1626)

- District Plan Approval (Section 6.2.1)
- Work/Job Order Authorization Agreement (6.2.4)
- Permits, Easements and Approvals (6.2.6)
- System Extension Design (Section 6.4 and Appendix C)
- Written Estimate for Plan Review and Construction Inspections (Section 6.6.2)
- Acceptable Contractor (6.6.3)
- Applicant Damage Agreement (6.6.5)
- Materials Submittal Requirement (6.6.6)
- Easements and Rights-of-Way (6.6.7)
- Applicant Advance Payment (6.6.8)
- Contractor Insurance Requirements (6.6.9)
- Licenses (Section 6.6.10), and
- Indemnify, Defend and Save Harmless (Section 6.6.11)

Additional requirements not listed may also be necessary.

6.6.2 Written Estimate for District Review, Construction and Inspection Services (1626)

Upon request, the District will provide to an Applicant a written estimate for the installation of water lines and appurtenances. If the Applicant and the District agree to proceed with the project, the Applicant shall pay in advance to the District the estimated cost of installing the water lines designed by the Applicants Engineer. Costs shall include, but not be limited to, material, labor, equipment rental, engineering, overhead, and right-of-way costs. (1626)

6.6.3 Acceptable Contractor

Any Contractor installing a line extension(s) for an Applicant must be a licensed contractor in the State of Washington and accepted by the District.

"Acceptance" of a Contractor by the District means that the Contractor has met certain minimum criteria relating to past performance, experience, or apparent ability to successfully perform the work required; it shall not be deemed to create or impose any warranty upon the District as to the said contractor or its workmanship, nor shall such acceptance relieve the applicant or the contractor of their responsibility to comply in all respects with District policies and specifications.

6.6.4 Tapping of Mains (1626)

All taps made to the existing main shall be made by District crews or under direct observation of qualified District personnel. Payment shall be made in advance for this work. (1626)

6.6.5 Applicant Damage Agreement (1626)

The Applicant shall sign and return an "Applicant's Damage Agreement" form furnished by the District that guarantees payment to the District for costs of repairs to District plant damaged by activities of the Applicant or its contractor(s) in the construction of the improvement. The agreement requires the Applicant to certify that the final grade will be established throughout the construction area of the development and the water plant will be installed to design grades. The Applicant shall agree to accept financial responsibility to relocate affected water plant vertically and horizontally if grades are not as accepted by the District. (1626)

6.6.6 Materials Submittal Requirement (1626)

Prior to construction, the Applicant or the contractor installing the water system improvements shall submit a list of all brands, sizes, types, grades and standards of materials to be used in the water plant. All pipe, fittings, valves and appurtenances shall be manufactured to AWWA standards and accepted by the District. The District may

reject certain brands at its discretion. The District will provide acceptance, and/or comment by letter. (1626)

6.6.7 Easements and Rights-of-Way (1626)

All plant not to be located on public dedicated rights-of-way shall be on easements dedicated to the District, either shown on the plat, an instrument acceptable to the District, or on the District's "Water Pipeline Easement" form. Easements shall be a minimum of twenty feet in width (with exceptions for special topographic conditions or other District requirements). An easement may coincide with another utility easement, except all sanitary sewer lines must be ten feet or more from water lines and other utilities a minimum of five feet. Water lines shall be located no closer than five feet from the edge of easement areas. (1626)

6.6.8 Applicant Advance Payment (1626)

The District will provide an estimate based on costs for tie-ins to existing District plant and for District inspection and administration of the work performed by other than the District forces. The Applicant must request these estimates a minimum of thirty (30) days in advance of the need for the cost figures. The Applicant shall make an advance payment in the amount of the estimate(s) before any work is started. Estimates are subject to change, and the District reserves the right to terminate water service or sale of any new service, if advance payments are not made within sixty (60) days of the estimate. After all work, conditions and accounting are completed, the Applicant shall be billed for additional costs incurred beyond the advance payment(s) amount or refunded any unused balance. (1626)

6.6.9 Contractor Insurance Requirements (1626)

Specific contractor insurance requirements are identified in Public Liability and Property Damage Insurance, of the WSDOT Standard Specifications. Substitute District for State and General Manager for Secretary. Certification by the Contractor that a policy or endorsement to an existing policy satisfying all the requirements set forth above has been obtained from a particular insurance company and is in effect shall be forwarded to the General Manager prior to commencing work on the project. (1626)

6.6.10 Licenses (1626)

Contractors working for the District or the Applicant installing water plant shall be licensed and bonded in the State of Washington. A copy of the installing entity's contractor's license shall be forwarded to the District prior to installation of the water plant. (1626)

6.6.11 Indemnify, Defend and Save Harmless

A contractor working for the Applicant shall agree to indemnify and defend and to save the District harmless from any and all claims or liability for damages arising from acts

done under the contract. Before commencing work the contractor shall furnish the District certificates of his comprehensive general and automobile liability and property damage insurance, in limits acceptable to the District, protecting against all claims for personal injury or property damage, including coverage for underground collapse and explosion damage, arising during the course of the performance of said contract.

6.7 Construction Requirements and Procedures

6.7.1 Construction Procedures (1626)

The District hereby adopts with the approval of this code the Washington State Department of Transportation/American Public Works Association Standard Specifications for Road, Bridge, and Municipal Construction, including the APWA Supplement (most current issue). All construction work on plant or facilities to become final property of the District shall be as specified in the Standard Specifications unless superseded or specifically amended by special conditions within the project specifications that are accepted by the District. (1626)

The accepted construction plans and specifications shall be followed. No deviations will be allowed without request for change and acceptance received from the design engineer and District's Engineering Manager. The District 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. (1626)

There shall be extreme care in checking and cleaning all pipe and fittings of dirt, debris and/or any foreign matter during installation. All material shall be kept clean. Plugs shall be used to seal plant installed when it is to be left for any period of time; including lunch breaks, coffee breaks and overnight. Pipe and fittings shall be washed before installation if contaminated by dust, smoke, exhaust or any other material. Material contaminated by petroleum products or questionable chemicals shall be rejected. No trench water shall be allowed to enter installed plant. (1626)

6.7.2 District Involvement and Inspection (1626)

There shall be a pre-construction conference with the District a minimum of 48 hours prior to start of construction. (1626)

A District Inspector must be present for all work on water pipe plant if work is to be conducted by someone other than District personnel. The District may refuse acceptance of any such plant installed without District inspection. The District shall 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 breaks in construction, there must be two working days notice before beginning again. Inspection costs shall be borne by the Applicant. (1626)

6.7.3 Tapping of Mains

All taps made to the existing main shall be made by District crews or a specialized contractor acceptable to the District. Payment shall be made in advance for this work. (1626)

6.7.4 District Access

During the period of construction, Applicant and its contractor(s) shall provide access to District personnel (including personnel on contract to the District) as necessary, to ensure compliance with District requirements.

6.8 Requirements Prior to Final Connection to Existing System

6.8.1 Progress Requirement

Requirements in the following Sections shall be completed to the District's satisfaction before full and final connection to the District system will be permitted: (1626)

- District Involvement and Inspection (6.7.2)
- Disinfection (6.4.5)
- Pressure Test (6.4.4)
- Bond(s) (6.8.2)
- Final Acceptance (6.8.7)

6.8.2 Acceptance and Bonds

The project must be accepted and all required permits issued by the appropriate county or municipal agencies. All necessary bonds must be furnished to those agencies; the Applicant must also provide a one-year maintenance bond to the District for the new water plant. All agreements with the Public Utility District must be signed before water services may be installed. (1626-94)

A maintenance bond, irrevocable letter of credit, deposit in lieu of maintenance bond, or cash bond for the water plant installed by other than District personnel shall be furnished to the District for projects of \$10,000 or less, the bond shall be not less than 50% of the full installed value of the water plant. For projects ranging from \$10,001 to \$25,000, the bond shall be not less than 40% of the full installed value of the water plant. For projects in excess of \$25,001, the bond shall not be less than 25% of the full installed value of the water plant. Bonding requirement for Governmental entities may be in the form of an Inter-Local Agreement (see below). The bond shall be effective for a period of one year from the date of the acceptance of water plant by the District Commissioners. This acceptance request shall not be prepared and dated until after satisfaction of all conditions listed herein. The purpose of the bond shall be to guarantee payment to the District for costs of repairs that become necessary during the first year of operation. Further, the

bond shall guarantee payment for replacement of any or all of the plant if it is determined failure is excessive and the plant cannot be relied upon for long, trouble-free life. The District shall be sole judge of the adequate performance of such plant. (1626)

A Maintenance Agreement for Governmental Agencies may be approved by the District's General Manager in lieu of a one-year maintenance bond. (1748-97) A sample form is attached in Appendix C-14).

6.8.3 Latecomer Provisions (1626)

Each new pipeline extension built and paid for by an Applicant will be eligible for a Latecomer's Agreement, allowing for reimbursement of installation costs of that extension during the first ten years after the date of acceptance by the District or date of completion by the District or when the property to which the pipeline was intended to serve is sold. The reimbursement will be on a front footage basis. The cost per foot of the extension is established at the time of the original installation. Each new Applicant connecting to that extension within the first ten years after completion of the extension will be required to share in the cost of the original construction. Prior to connection, the new Applicant shall pay to the District, in addition to other applicable charges, a latecomer fee equal to the front footage of the pipeline abutting the new Applicant's property multiplied by one of the following footage charges: (1626)

- For pipelines eight inches in diameter and smaller: one-half the actual cost per foot of the extension, including fire hydrants. (1626)
- For pipelines larger than eight inches in diameter: one-half the average cost per foot for typical 8-inch diameter water extensions in the water system for the calendar year the oversized main was installed. The cost of the 8-inch water pipeline shall be all-inclusive, e.g., includes fittings, fire hydrants, backfill materials and surface restoration. The average cost per foot, for the calendar year 2003, is established at \$29.17. The cost per foot for pipe installed during ensuing years will be adjusted by the District Treasurer to incorporate inflation as established in the Consumer Price Indexes "Seattle Area" (2003=100) published by the Bureau of Labor Statistics, U.S. Department of Labor. (1626)
- Water mains that do not have opposing sides for water service connections may be eligible for a slightly modified latecomers formula that accounts for the total limited front footage available on both sides of the new pipeline. (1626)

If at a later date an Applicant connects a new main pipeline off the side of this original extension, the later Applicant shall pay either:

- a perpendicular connection will be based on a 100-foot lot multiplied by the footage cost, or
- a horizontal run the basis of one-half the front footage of the water main abutting the Customer's property multiplied by footage cost, whichever is greater.

There shall be no latecomer fees for any main extensions continuing off the end of the original extension. The effective start date for the term of the Latecomers Agreement is the date of acceptance of the installation by the District Commissioners. No waivers shall be permitted, unless authorized in writing by the beneficiary of the refund. (1626)

Latecomer refunds cannot exceed the cost of the original installation. (1626)

The District shall reimburse to the original Applicant any Latecomer's fees collected.

6.8.4 Record Drawings

Upon completion of a project, one set of revised top quality photo Mylar record drawings, or one set of paper record drawings and specifications, and an additional compact disc (CD) containing record drawings in a read-only digital format compatible with the District's current computerized design system (AutoCAD.DWG format; not .PLT format), shall be provided to the District at the Applicant's expense. The digital information shall be archived so that all x-references, including the title block and border, are a permanent part of the drawing. Record drawing plans shall be compiled from a final marked-up set of construction drawings marked "As-Built", shall show all new water facilities and related appurtenances and, at a minimum, shall include the true locations of all mains, valves, hydrants, and fittings giving sizes and types of each, including distances of mains from property lines and right-of-way centerlines.

A registered Professional Engineer licensed in the State of Washington must stamp and sign all drawings and specifications. If the registered Professional Engineer is responsible for the inspection of the construction then he/she is required to stamp the record drawings.

6.8.5 Temporary Connection (1626)

Final connection to existing District plant may not be permitted until after acceptance by the District of all installation. A small tubing connection (3/4-inch to maximum of 2-inch size) may be made from District plant to supply water for line filling, pressure testing, disinfection and disinfection water removal. An approved reduced-pressure backflow prevention assembly shall be installed in the temporary supply line. (1626)

6.8.6 Transfer of Ownership (1626)

The Applicant shall deliver to the District a Bill of Sale or acceptable form, transferring the ownership of all pipe plant within the development to the Public Utility District. The Bill of Sale shall describe lengths and sizes of plant, and the location in general terms such as the name of the plat. In addition, there shall be an itemization of all installed costs of water pipe plant broken down as to descriptions of material, size and lengths of each type of pipe with unit or lump sum costs for each type, including fittings. The cost itemization shall include a breakdown of the material, labor, construction equipment, engineering, and sales taxes. Water service materials and costs (and meters if installed by

the Applicant), must be listed separately. Include all private engineers fees involved with water plant work. The Bill of Sale shall not include fees paid to the District. (1626)

Fire hydrant assemblies (tee, valve, connecting pipe, valve casing and cover, hydrant, blocking and installation) and costs are to be listed separately.

6.8.7 Final Acceptance

Upon completion of construction, Applicants or their contractors shall notify the District and request a final inspection for acceptance of the project. Upon completion of the following items, the District staff shall present to the District Board of Commissioners a Request for Acceptance for their action:

- The water main has been installed according to the approved plans and specifications;
- Pressure and bacteriological tests have been passed;
- All permit conditions have been satisfied;
- All extension policy conditions have been fully satisfied;
- All fees, deposits and payments required by the District and other entities have been paid;
- All easements recorded at the county or shown on the face of the final plat map;
- All necessary bonding in place; and
- The following items are delivered to the District:
 - ◆ Copy of all executed bond and easement documents;
 - ◆ Stamped Mylar and paper Record Drawings that reflect as-built conditions;
 - ◆ Digital copy of water plan Record Drawings and
 - ◆ "Bill of Sale" accepted by the District.

The date of acceptance by the District Commissioners will begin the period of warranty. Final acceptance shall not constitute acceptance of any unpaid for, unauthorized, defective, omitted, or non-conforming work or materials. Final acceptance shall not prevent the District from requiring the applicant to pay for, remove, replace, dispose, or add work or materials or prevent the District from recovering damages for any work or materials or lack thereof.

6.8.8 Final Connection

The Applicant shall complete the final connection to the District system prior to acceptance by the District. All connecting pipe and fittings shall be sterilized as required in Section 6.4.5 and shall be maintained clean and uncontaminated. Qualified District personnel shall supervise system flushing. (1626)

6.9 Extension Policies for Specific Conditions

6.9.1 Water Service Requirements for Developments Serving Four or Fewer Parcels (lot or tract) (1566-92)

A line extension may be waived for a land division under the following conditions: (1566-92)

- The parcel to be developed must front (be adjacent to and contiguous with) a District water main; (1566-92)
- The development will create no more than four (4) new parcels. The Applicant will submit a drawing of the proposed development to be considered; (1566-92)
- The prevailing fire protection authority will not require a fire hydrant or similar device beyond the first parcel fronting the waterline; (1566-92)
- The District has determined through its own analysis that the future possibility and need for extending a water line through the development to provide a gridded system or to extend beyond the development by way of a line extension is extremely limited. Physical barriers such as major transportation corridors (railroad tracks, limited access high-capacity thoroughfares, etc.), steep terrain, and bodies of water were considered; (1566-92)
- Zoning will prohibit further subdivision of the new parcels at the time of development. Further subdivision or subdivision of the parcels at any time in the future may require a line extension. The District and other authorities will evaluate provisions for future line extension/gridding. Any development that applies for a variance shall be required to provide an easement to the District that would provide sufficient right-of-way for a water line in the future to traverse through the development; and (1566-92)
- Those developments satisfying all of the above conditions will be considered by the District's General Manager. The General Manager may allow the meters to be set at the beginning of the roadway access. A line extension fronting some or all lots may be required. The District may deem it necessary to require a variety of conditions for approval of services hereunder. The ultimate District proposal will be based upon the District's best judgment considering all relevant factors. (1566-92)
- A statement of District requirements will appear on the recorded plat. (1566-92)

Upon satisfaction of all District requirements, the District, upon payment of the prevailing fees, will place separate water meters serving each parcel. The District's responsibility will terminate at the water meter. (1566-92)

If an entity allows further subdivision, this action will trigger the District's requirements for a water line installation to serve the property that was granted the waiver, and the associated costs will be born by the property owner who initiated further development. (1566-92)

6.9.2 Installation of Water Services to Serve Property with Limited Access

If a water main extension to a limited access lot(s) demonstrates no future benefit to the District system as determined by the District, the District may allow a water service to be installed at the street right-of-way line to serve the limited access lot. This type of water service installation requires District Manager approval and the water service shall be installed within the limited access lot's easement frontage for ingress and egress.

6.9.3 Policy for Water Main, and Water Service Installations in Mobile Home Courts and/or Trailer Parks (1498)

Each mobile home lot will be required to have a separate water meter and pay a System Development Fee. (1498)

Expansions to mobile home courts and/or trailer parks will require review and acceptance by the District. (1498)

This policy may not apply to seasonal recreation lots.

6.9.4 Consistency with Skagit County Comprehensive Plan (1559-92)

The District will provide water service to undeveloped lots/parcels in rural areas, and only after receipt of notice from the County that the undeveloped lot/parcel is consistent with the County's Comprehensive Plan and that a building permit will be issued upon notice of water availability by the District. (1559-92)

Water service requests for livestock watering and/or agricultural purposes may be allowed. Service provided for this purpose shall not be converted to domestic, commercial, or industrial use without the parcel or property owners submitting to the District an approved building permit issued by Skagit County. The approved building permit will be considered warranty that the improvement is in compliance with the approved Skagit County Comprehensive Plan. Failure to provide such a permit may be grounds for discontinuation of water service. (1559-92)