



**GENERAL CONDITIONS
FOR JOBS CONSTRUCTED BY DEVELOPERS**

- | | | |
|----|-------------------------------|-------|
| 1. | Scope | GC -1 |
| 2. | Definitions | GC -1 |
| 3. | Certificate of Extension Cost | GC -3 |
| 4. | Reimbursement Agreement | GC -3 |
| 5. | Conditional Use | GC -3 |

GENERAL CONDITIONS
FOR JOBS CONSTRUCTED BY DEVELOPERS

1. SCOPE

These are general conditions to all contracts for extension of the District's water system by Developers. Reference to, or requirements for, non-applicable conditions for any particular contract will be construed to have no meaning relative to the performance of such work.

2. DEFINITIONS

The following terms as used in this contract shall be defined and interpreted as follows:

- a. "Agreement," "This Agreement," "Contract" or "This Contract": The application for permission to construct an extension to the water distribution system executed by the Developer and the District of which these general conditions are an integral part.
- b. "Contract Documents": All of the documents and information hereafter set forth in subparagraph (v).
- c. "District": Cross Valley Water District of Snohomish County, Washington.
- d. "Developer": The person, partnership, firm or corporation having an agreement with the District to cause the installation of water improvements to become a part of the District water system upon completion and acceptance. The term shall also include the Developer's agents, employees, and subcontractors.
- e. "Contractor": The person or firm that actually constructs the water system improvements. This may be the same party as the Developer.
- f. "District Engineer": The District's Engineer or their duly authorized personnel, acting as Engineer for the District in the administration of this Contract, for the benefit of the District in accordance with the Contract Documents.
- g. "Developer Engineer": The engineering firm, and that firm's representatives, which may be retained by the Developer at its option, to design and prepare the plans for the work to be performed under this Agreement in accordance with District Specifications.
- h. "Extension": The system of water mains and appurtenances or other water system improvements to be constructed in whole or in part through the performance of this Contract.
- i. "Plans": The plans shall mean all official drawings or reproductions of drawings made or to be made pertaining to the work provided for in this Contract or to any structure that will be connected to the District's system under this Contract.
- j. "Specifications": The specifications shall mean the prescribed directions, requirements, explanations, terms and provisions pertaining to the various features of work to be done or manner and method of performance and the manner and method of measurement and payment. They also include directions, requirements and explanations as set forth in the plans.

"Reference Specifications": Reference specifications shall mean the technical specifications of other agencies incorporated or referred to herein.

- k. "Work": The work necessary to manufacture and deliver the machinery, equipment, and material and/or furnish all labor, tools, materials, equipment, construction equipment, working drawings, where required, and other necessities for the construction or erection of the structures shown and called for in the plans, specifications, and Contract and the act of constructing or erecting such structures complete.
- l. "Material or Materials": These words shall be construed to embrace machinery, manufactured articles, materials or construction (fabricated or otherwise) and any other classes of material to be furnished in connection with the Contract.
- m. "Equipment": The machinery, accessories, appurtenances, and manufactured articles to be furnished and/or installed under the Contract.
- n. "Developer's Equipment": The phrase "Developer's Equipment" shall include all items of materials or equipment remaining in the Developer's ownership and removed from the site upon completion of the project.
- o. "Or Equal": Any manufactured article, materials, method of work which, in the opinion of the District's Engineer, is equally desirable or suitable for the purposes intended in these specifications and contract as compared with similar articles specifically mentioned herein.
- p. "Contract Drawings" or "Drawings": All details or drawings prepared and issued by the Engineer subsequent to the signing of the Contract for future explanation of amplification of the Contract Drawings or for revision of same.
- q. "Supplemental Drawings and Instructions": Engineer may furnish, as their sole discretion, upon written request by the Developer, with reasonable promptness, additional instructions by means of drawings or documents necessary, in the opinion of the Engineer, for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract Documents.
- r. "Shop Drawings": All shop details, structural steel pipe, machinery, equipment, schedules, bending diagrams, reinforcing steel, and other detail drawings furnished by the Developer as required and provided for in the Specifications.
- s. "Words and Phrases": Wherever the words, "as directed", "as required", "as permitted", or words of like effect are used, it shall be understood that the direction, requirement or permission of the District and the Engineer is intended. The words, "sufficient", "necessary", "proper", and the like shall mean sufficient, necessary or proper in the judgment of the District and the Engineer. The words "approved", "acceptable", "satisfactory", and words of like import shall mean approval of or acceptable to the District and the Engineer.
- t. "Surety": Any firm or corporation executing a surety bond or bonds payable to the District securing the performance of the Contract, either in whole or in part.
- u. "Points": Wherever reference is made to the Engineer's points, this shall mean all marks, bench marks, reference points, stakes, hubs, tacks, etc., established by the Engineer for maintaining horizontal and vertical control of the Work.
- v. "Contract Document": The Contract Documents shall consist of the following, and in the case of conflicting provisions, the first mentioned shall have precedence:
 - 1) Applications for permission to construct extension to water system.
 - 2) Change orders after application is signed.
 - 3) Detail drawings and written instructions.
 - 4) Addenda

- 5) Plans
- 6) General Conditions
- 7) Special Provisions
- 8) General Specifications
- 9) Reference Specifications
- 10) Performance Bond

3. CERTIFICATE OF EXTENSION COST

The Developer shall provide the District a Certificate of Cost for all water system improvements installed under this Agreement. The format shall be as shown on the Certificate form herein.

4. REIMBURSEMENT AGREEMENT

The District shall, upon request, enter into an agreement for reimbursement with the Developer for those properties that can be served from the construction of a water extension that are not a party to this Agreement. Application for reimbursement shall be made prior to final acceptance of the extension improvements under this Agreement. The reimbursement will be in accordance with current policies of the District.

The Developer shall pay the costs of preparing the reimbursement agreement; spreading of the costs to benefited properties and filing with Snohomish County.

The Developer shall provide copies of invoices for certification of costs.

The District policy presently provides for reimbursement to the Developer for the differences in pipeline material costs for those pipelines over 8" in diameter that the Developer installs and are accepted by the District. Costs for reimbursement shall be based on pipe prices published in the most recent edition of "R.S. Means Heavy Construction Cost Data", using the "30 city average" adjusted to Seattle by applying the city cost index for site work. In industrial/commercial areas and/or projects such churches, schools, apartments, and other businesses, where higher fire flows are required, no cost reimbursement for over-sized piping is allowed. Minimum line size in industrial/commercial, and/or projects such churches, schools, apartments, and other businesses, areas shall be 12" in diameter as determined by the District.

5. CONDITIONAL USE

A conditional use prior to acceptance by the District for operation and maintenance may be granted when a governmental agency requires that a fire hydrant(s) be installed and activated prior to commencement of building construction. The Developer may request and receive approval to activate such newly installed fire hydrants only after a successful pressure test of the water system and an approved bacteriological test sample has been received.

In granting this approval, the District is in no way indicating acceptance of the extension improvements in their entirety. No service shall be provided to any building, structure, or the site until after acceptance of the extension by the Board of Commissioners.



GENERAL CONSTRUCTION PROVISIONS

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| 1. Plans, Specification; Omissions and Discrepancies | GCP -1 |
| 2. Preparations for Construction | GCP -1 |
| 3. Status of Engineer | GCP -1 |
| 4. Permits, Licenses, Performance and Guarantee Bond | GCP -2 |
| 5. Construction Staking | GCP -3 |
| 6. Easements | GCP -4 |
| 7. Interferences and Obstructions | GCP -4 |
| 8. Existing Facilities | GCP -4 |
| 9. Safety Standards | GCP -6 |
| 10. Preventative Street Cleaning | GCP -8 |
| 11. Water Supply | GCP -8 |
| 12. Sanitary Provisions | GCP -8 |
| 13. Observation of Work and Materials | GCP -8 |
| 14. Plans and Specifications Accessible | GCP -9 |
| 15. Ownership of Drawings | GCP -9 |
| 16. Shop Drawings | GCP -10 |
| 17. Determination for "Or Equal" | GCP -10 |
| 18. Royalties and Patents | GCP -10 |

GENERAL CONSTRUCTION PROVISIONS

1. PLANS AND SPECIFICATIONS; OMISSIONS AND DISCREPANCIES.

The Developer shall carefully study and compare all drawings and specifications and other instructions and shall, prior to ordering materials or performing work, report in writing to the Engineer any error, if inconsistency or omission in respect to design, mode of construction or cost which they may discover. If the Developer in the course of this study or in the accomplishment of the work, finds any discrepancy between the drawings and the physical condition of the locality as represented in the drawings or any such errors or omissions in respect to design, mode of construction or cost in drawings or in the layout as given by points and instructions, it shall be their duty to inform the Engineer immediately in writing, and the Engineer shall promptly check the same. Any work done after such discovery shall be done at the Developer's risk.

2. PREPARATIONS FOR CONSTRUCTION.

Prior to beginning work, arrangements shall be made for a preconstruction conference to be attended by the Developer, the Contractor, District representatives, and other representatives of interested utilities and agencies. The pertinent points to be discussed at this conference shall include work schedules, safety, traffic control, other utilities involved, method of construction, bond requirements, restoration, observation, easements, and other related items.

a. Commencement of Work on Public and Private Right-of-Way.

The Developer/Contractor shall apply for and obtain a construction permit to work within the Snohomish County rights-of-way or WSDOT rights-of-way from the Cross Valley Water District prior to commencement of any work.

Application to the District shall be made in ample time in advance of construction so that the construction permit is approved by the local governing authority and in the Contractor's possession at least 72 hours prior to start of construction.

Work shall not be started on any public or private right-of-way until clearance is given to the Contractor by the District. Unless otherwise directed in writing by the District, the Contractor shall limit their working hours to the governing authority's standards.

b. Construction Schedule.

The Contractor shall coordinate their schedule with the District and with other public agencies concerned, including, but not limited to, the Snohomish County Engineering, U.S. Post Office, fire departments, schools, water and/or sewer districts, power companies, Puget Sound Energy, Williams Pipeline, Cable TV, local phone companies, and Olympic Pipeline.

c. Complaints.

Whenever the Contractor fails to repair or restore existing improvements damaged by their operations within twenty-four (24) hours of written notice of complaint from the District, the District may order said work done by others and all costs incurred shall be paid by the Developer.

3. STATUS OF ENGINEER.

- a. The Engineer shall have general administration and observation of the work; provided, however, nothing contained herein or elsewhere in the Contract Documents shall be construed as requiring the Engineer to direct the method or manner or safety of performing any work by the Developer under this Contract. The Engineer

has the authority to stop work whenever, in their opinion, such stoppage may be necessary to insure proper execution of the Contract. The Engineer may also reject all work and materials which, in their opinion, do not conform to the Contract.

- b. It is understood and agreed by and between the parties that the work included in the Contract is to be done under the general observation and to the complete satisfaction of the Engineer or their duly authorized representative and the decision of the Engineer, as to the true interpretation and meaning of the contract plan, specifications and estimates and as to all questions arising as to proper performance of the work, shall be final.
- c. The Engineer shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed and all questions as to the acceptable fulfillment and performance of the Contract on the part of the Developer. The decision of the Engineer in such matters shall be final.
- d. The Engineer may direct the sequence of conducting work when it is in locations where the District is doing work either by contract or by its own forces or where such other works may be affected by the Contract, in order that conflict may be avoided and the work under these specifications be harmonized with that under other contracts, or with other work being done in connection with, or growing out of, operations of the District.

Nothing herein contained, however, shall be taken to relieve the Developer of their obligations or liabilities under the Contract.

- e. Neither the Engineer nor their representatives have the authority to waive the obligation of the Developer to perform work in accordance with the Contract Documents. Failure or omission on the part of the Engineer or their representatives to condemn unsuitable, inferior, or defective work and/or labor or materials or equipment furnished under the contract shall not release the Developer or the bond for performing the work in accordance with the Contract Documents.

4. PERMITS, LICENSES, PERFORMANCE AND GUARANTEE BOND.

a. Contractor Responsibility for Work.

The Developer shall be responsible for all work until its acceptance by the District and will not be released from responsibility for any part of the work until two (2) years after written acceptance by the District. The Developer guarantees that all of the work, materials, or equipment furnished by him under these specifications will meet fully all requirements for quality of workmanship, materials, strength and any and all other requirements whatsoever prescribed in the specifications.

The Developer further agrees that, upon notice given by the District at any time within a period of two years after the date of final written acceptance by the District of said work, structure or equipment, they will promptly, and with the least possible delay and inconvenience to the District, replace, ready for operation and without expense to the District, any part or parts of same which may give evidence of undue strain or undue depreciation or which may prove defective in material or inefficient or otherwise unsatisfactory in operation through faulty construction or workmanship or through any fault of design or detail arising with Contractor or manufacturer. Such items shall be replaced in accordance with designs and of material satisfactory to the District. Should the Developer fail to act promptly in accordance with this Agreement or should the exigencies of the case require repairs or replacements to be made before the Developer can be notified or can respond to the notification, the District reserves the right to make the necessary repairs or replacement at the expense of the Developer.

The Developer shall be responsible for the full expense incidental to implementing any and all of the above guarantees and agreements, including transportation charges and cost of dismantling and reassembling equipment.

b. Insurance.

The Contractor shall carry Public Liability Insurance for bodily injury and property damage liability, including without limitation, coverage of explosion, blasting, collapse, and destruction of underground utilities (X.C.U.) and contingent liability, including products and complete operations and blanket contractual liability, covering all work under this Contract including that done by subcontractors. This insurance shall name the District and the Engineer as additional insured and shall be primary coverage with any insurance carried by the District classified as additional coverage. The amount of such insurance shall be as follows: Bodily injury liability insurance and property damage liability insurance in an amount not less than \$1,000,000 for injuries, including wrongful death, to any one person and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of any one occurrence, \$1,000,000 for each occurrence or equivalent single limit. Alternatively, the aforementioned bodily injury and property damage liability insurance furnished under a combined single limit, or an umbrella excess liability limit in an amount of not less than \$2,000,000 combined single limit per occurrence, will be acceptable.

Asbestos pipe removal insurance requirements for asbestos pipe removal shall be in accordance with Paragraph 9c., General Construction Provisions.

c. Federal, State and Local Regulatory Agencies.

The Developer and Contractor shall be responsible for investigating and complying with the requirements of the several Federal, State and local agencies, including, but not limited to, the Federal Environmental Protection Agency, the State Department of Ecology, the Department of Fisheries and Game and Snohomish County for the types of work included in the work. This shall include requirements and provisions relating to the Endangered Species Act, such as Snohomish County Habitat Management Planning, Title 24 Drainage requirements, wetland and stream mitigation and downstream drainage analyses.

The Developer or Contractor shall contact the above-mentioned departments and secure such permits and bonds as may be necessary for the operations and to approve the proposed method of operation. Copies of all permits and bonds shall be submitted to the District prior to construction. The Developer or Contractor shall provide notice to the District in the event said departments waive jurisdiction in the area of construction.

Foreign materials, including silt, gasoline, wet concrete and debris, shall not be allowed to enter any stream. Water pumped from the construction area shall be filtered to remove silt before being discharged to any stream. Filtering shall be provided as required by local jurisdiction.

5. CONSTRUCTION STAKING.

All construction staking shall be provided by the Developer's engineer. Should construction staking be required of the District Engineer, the following shall apply:

- a. Developer shall provide reasonable and necessary opportunities and facilities for setting point and making measurements by Engineer as set forth in the Special Provisions.
- b. Construction staking shall be provided by the District's Engineer upon 72 hours' notice. No construction shall commence until staking has been completed.
- c. Once construction staking has been requested and scheduled, the staking shall proceed on a continuous basis, without interruption until completed.
- d. Construction staking covered under the basic extension fee will consist of one complete set of offset stakes for water line location and stakes to locate fire hydrant, valves and principal fitting, if required.

- e. Developer shall provide a minimum of three (3) horizontal control points and a minimum of three (3) vertical control points in the form of either road centerline stakes, property stakes, or easement centerline stakes to be utilized by the Engineer in providing construction staking. Construction staking will not begin until adequate horizontal control is in place in the field and at the time construction taking is to be commenced.
- f. Construction staking covered under additional fees shall include:
 - 1) Location of easements, property lines, and road centerlines.
 - 2) Additional offset stakes and offset stakes other than those specified in paragraph 5(d) above.
 - 3) Replacement of stakes for any reason.
 - 4) Additional work occasioned by obstruction, delay or prevention of staking by the Developer.

The additional fee shall be computed in accordance with the schedule contained in the Application and shall be paid by the Developer to the District prior to acceptance of the extension.

6. EASEMENTS.

When necessary for construction, both temporary and permanent water easements shall be obtained and filed on the standard Cross Valley Water District form with Snohomish County Auditor by the District, at the Developer's cost, **prior to construction.**

Before final acceptance and transfer of title of the extension improvements to the District, the Developer must provide the District with a plat map showing all water easements, and the authorization for granting or transferring such easements to the District.

Work on railroad rights-of-way, State Highways rights-of-way, County rights-of-way, or any other public rights-of-way, other than the District's, shall be in conformance with the requirement of the authority having jurisdiction over such right-of-way. It shall be the Contractor's responsibility to notify said authority before beginning work on the right-of-way and to ascertain the restoration requirements and determine that the schedule of operations proposed is satisfactory to the authority.

7. INTERFERENCES AND OBSTRUCTIONS.

For the convenience of the Contractor, the plans may show approximate location of various existing utilities such as gas lines, telephone cable, water lines, storm drains, and other obstructions based on information obtained from various sources.

This information, if shown, is not guaranteed to be accurate and the Contractor shall check for interferences and obstructions by inquiry from the different utilities and by exploration ahead of the regular excavation. Incompleteness or errors in this information shall not be the basis of any claim against the District or the District's Engineer nor shall it relieve the Developer of responsibility for repairing any damage its activities may cause to such utilities or other improvements. The Contractor shall excavate around and under service pipes with special care and shall support and maintain them. Where it is necessary to cut, move or reconnect any existing pipe, the Contractor shall make necessary arrangement with the utility for such removal and the Contractor shall bear all costs which may be involved.

8. EXISTING FACILITIES.

a. Protection and Maintenance of Public and Private Property.

The Contractor shall protect and maintain all underground and above-ground utilities and structures affected by the work and all lawns, shrubs, fences, rockeries, and other landscaped areas, and parking strips or private property crossed by or adjacent to their operation, and any damage shall be repaired and restored by the Contractor to the satisfaction of the District.

The Contractor shall protect and maintain any natural water course which exists prior to construction.

Whenever construction work is undertaken on easements or public or private right-of-way, all work shall be confined to the limits of such easements, or right-of-way, and accomplished so as to cause the least amount of disturbance and a minimum amount of damage.

Completion of work across private property shall be carried out in one continuous operation of construction of the facilities with the immediate restoration and cleanup of the construction area. If the Contractor fails to perform such construction and restoration continuously, the District may give the Contractor a written notice to so perform and, in the event of failure by the Contractor to complete such construction and restoration within two weeks of such notice, the District may complete the installation and restoration on such private property to the extent the District deems advisable and the cost of all work, labor, material and expenses incurred by the District in so doing shall be paid by the Developer.

Particular care shall be exercised to see that the topsoil from the trench is preserved and replaced in its original location. It shall be the Contractor's responsibility to strip such topsoil from the trench, or construction area, and stockpile it in such a manner that it may be replaced by him, upon completion of construction. Ornamental trees and shrubbery shall be carefully removed with the earth surrounding their roots, wrapped in burlap and replanted in their original positions within 48 hours. Ornamental trees or shrubbery destroyed or damaged by the Contractor, whether in public or private property, shall be replaced by the Contractor with material of equal quality. Wherever it may be necessary for the Contractor to trench through any lawn areas, the sod shall be carefully cut and rolled and replaced after ditches have been water settled or otherwise properly compacted to the satisfaction of the District and/or the District's Engineers. All work shall be done in a manner calculated to leave the lawn area clean of earth and debris and in a condition as near as possible to that which existed before the work was started.

The Contractor shall not remove, even temporarily, any trees or shrubs which exist on easements across private property or in parking strips without first having notified the property owners or authorities maintaining same.

It is expressly understood that the Contractor shall in particular restore all such easements and rights-of-way to a condition equal to its original condition, or superior, and in a condition satisfactory to the property owners and the District and/or the District's Engineers. It is also understood that any private improvements made within the public right-of-way are included in the above category.

Where the work is done on easements, the Contractor may be required to obtain a written statement of satisfactory restoration from each property owner involved and furnish a copy of said statement to the District. The statement will be required before the work will be accepted by the District.

b. Maintaining Postal Service.

Postal service shall be maintained in accordance with the instructions of the U. S. Post Office Department. The Contractor shall be responsible for moving mail boxes to temporary locations designated by the Post Office-Department, in such position that their usefulness will not be impaired and, at the completion of the work, the Contractor shall replace them in location and in condition satisfactory to the Post Office Department.

It will be the Contractor's responsibility to contact the U. S. Post Office Department for their requirements in maintenance of postal service and to follow the requirements.

In cases where the posts upon which the box or boxes are fastened in such condition that they cannot be reset, the Contractor shall furnish new posts for this purpose at their own expense.

c. Damaging Existing Utilities.

If any damage is done to an existing utility, the Contractor shall notify the particular utility company involved for repairs and shall be responsible for the cost of repairs.

9. SAFETY STANDARDS.

a. General.

In accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.

The duty of the District to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on or near the construction site.

The Contractor and all subcontractors shall adhere to the requirements of the Occupational Safety and Health Act (OSHA), Washington Industrial Safety and Health Act, and all other Federal, State and local safety and health statutes which may apply.

These construction documents and the joint and several phases of construction contemplated in the Agreement shall be governed at all times by applicable provisions of the Federal law(s) including, but not limited to, the latest amendments of the following:

Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.

Part 1980 - Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations.

Part 1518 - Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.

This project, its prime contractor and their subcontractors shall, at all times, be governed by Chapter XIII of Title 29, Code of Federal Regulations, Part 1518 Safety and Health Regulations for Construction (36 FR 75) as amended to date.

The Contractor, at their expense, shall be required to maintain sufficient warning lights and adequate barricades on all trenches and open excavation to protect moving traffic and pedestrians. This shall include not only open trenches but also recently-closed trenches that have not been returned to full and safe operating surface for normal use.

All the necessary flagmen, barricade and detour signs must be furnished by the Contractor, both during working hours and also when the work is suspended during the construction period. The Contractor shall provide such additional barricades and protective devices as will be required to reasonably protect workers and others, as well as animals from deep excavation during the construction period.

Upon failure of the Contractor to provide immediately and maintain adequate suitable barricades, lights and detour signs when ordered to do so, the District shall be at liberty, without further notice to the Contractor or the surety, to provide the same at Developer expense and the District assumes no liability connected therewith.

Signs used for posting shall be consistent with the provisions found in the State of Washington, "Manual on Uniform Traffic Control Devices for Streets and Highways".

Where the location of the work is in proximity to overhead wires and power lines, the Contractor shall coordinate all work with the utility and shall provide for such measures as may be necessary for the protection of the work and workers.

Care must be taken to prevent contamination of the pipeline during construction. Open pipe of fitting ends shall be plugged with a temporary watertight plug overnight or when work is stopped, to prevent contamination of the pipeline.

b. Traffic to be Maintained.

The Contractor shall make suitable, safe, and adequate provision of necessary traffic around, over, or across work in progress.

The Contractor shall conduct their work so as to interfere at little as possible with public travel and shall, at their own expense, provide and maintain suitable bridges, detours, or other temporary facilities for the accommodation of public or private travel, including mail delivery, and shall give reasonable notice to the owners of private drives before interfering with them; provided, however, that such maintenance of traffic will not be required where the Developer has obtained permission from the owners or tenants of private property, or the proper public authority, or both, to obstruct traffic within the said limits and time agreed upon. Access for fire-fighting equipment shall be provided at all times and the Contractor and/or Developer shall keep the local fire protection authorities informed at all times of the location of construction operations and fire lanes.

The Contractor shall also notify the authorities in charge of any municipal, private, or school transportation systems at least 48 hours in advance of road closures that will force a change in the regular routing of the transportation system.

Roadway crossings shall be made in such a way that no more than half of the roadway is closed to traffic at any time except when suitable detours or other arrangements are agreed to.

c. Asbestos Pipe Removal.

The Contractor (person or organization removing asbestos with certified asbestos workers) shall assume ALL risk and all liability for the removal and disposal of the asbestos and the Contractor shall comply with all federal, state and local laws, statutes and regulatory agency regulations and requirements including but not limited to the requirements relating to environmental pollutants and the requirements relating to the removal and disposal of asbestos. The Contractor shall insure that the asbestos removal is pursuant to all state and federal laws and regulations. The Contractor shall be responsible for any and all fines or penalties which may be levied due to the Contractor's violation of any of the aforementioned laws and regulations.

In addition to the other insurance requirements in this Contract, the Contractor shall provide liability insurance for Bodily Injury and Property Damage coverage for asbestos removal and disposal as follows protecting the District, its officers, consulting engineer, and employees from any and all liability rising from the removal and disposal of the asbestos and all work and efforts done incidental and as a consequence to such removal.

The limits of such coverage shall be as follows:

Occurrence Basis

Bodily Injury	\$1,000,000 per occurrence	
Property Damage	\$1,000,000 per occurrence	\$2,000,000 aggregate
<u>Combined Single Limit</u>	\$2,000,000 per occurrence	\$2,000,000 aggregate

Claims Made Basis

Bodily Injury	\$1,000,000 per claim	
Property Damage	\$1,000,000 per claim	\$2,000,000 aggregate all claims one year

Policy shall contain extended reporting of claims for 3 years from completion of the project.

10. PREVENTATIVE STREET CLEANING.

Contractors working dump trucks and/or other equipment on paved streets from the excavation site to the disposal site shall be required to clean said streets at conclusion of each day's operation to the satisfaction of the roadway agency involved.

If the streets are not properly cleaned and/or the condition of the excavation warrants, the District and/or the District's Engineer shall direct the Developer to provide facilities to remove clay or other deposits from tires or between dual wheels before trucks and/or other equipment will be allowed to travel over paved streets. Open type brooms shall not be allowed for street cleaning.

a. Dust Control.

The Developer shall furnish all labor, equipment and means required and shall carry out protective measures wherever and so often as necessary to prevent their operations from producing dust in amounts damaging to property owners. The Developer shall be responsible for any damage resulting from dust originating from their operations. The dust abatement measures shall be continued until all required resurfacing is completed or until the Developer has completed arrangements with the proper authorities whereby is relieved of further responsibility.

b. Water for Streets.

Water upon streets shall be applied by sprinkling with tank trucks equipped with spray bars and control apparatus of suitable design to ensure uniform application of water in the amounts as required.

11. WATER SUPPLY.

Upon request, a construction meter will be provided to accommodate the needs of the Developer for water use during the construction phase. The Developer shall pay the District for this service. Permanent metered water service will not be provided until the water main extension has been accepted by the District for operation and maintenance, all necessary easements have been provided and all fees and charges have been paid.

The Developer shall comply with all state, local and District rules and regulations prohibiting cross-connections. Developer shall install and maintain backflow prevention devices as required by the District in its absolute discretion as a condition of receiving final acceptance of the extension improvements and utility service from the District.

12. SANITARY PROVISIONS.

The Developer shall provide and maintain in a neat and sanitary condition such accommodations for the use of their employees as may be necessary to comply with the requirements and regulations of the State Department of Health and of other bodies or officers having jurisdiction thereover. The Developer shall permit no public nuisance.

13. OBSERVATION OF WORK AND MATERIALS.

District observers are present on the work site to observe the progress of the work and the manner in which it is being accomplished. Failure of the observer to call to the attention of the Contractor faulty work or deviations from the plans or specifications shall not constitute acceptance of the work or create any liability on the part of the District.

All work performed and all materials and equipment furnished and the manufacture and preparation thereof shall be subject to review by the District and Engineer. The District and Engineer shall, at all times, have access to all parts of the work or the shops where any part of the work or equipment may begin preparation or the factories where any materials for use in the work are being, or are to be, manufactured for the purpose of inspection. The Contractor shall,

at all times, maintain proper facilities and provide safe access for such review. The District may reject or accept material and equipment to be incorporated in the work. However, the failure of the District to reject defective material or any other work involving deviations will not constitute acceptance of such work. The presence or absence of an observer on the job shall not relieve the Contractor of their obligation to furnish satisfactory materials and workmanship.

No work shall be backfilled without timely notice to the District of its readiness for review. Should any work be backfilled without approval or consent of the District it must be **uncovered** for examination at the Contractor's expense.

The Contractor shall regard and obey the directions and instructions of the District with reference to correcting any defective work or replacing any materials found to be not in accordance with the specifications and plans and, in case of dispute, the Developer may appeal to the District whose decision shall be final; but, pending such decision, the instructions shall be followed and the Developer shall make no claims on this account.

The Developer is entitled to inspection of materials upon application to the District provided that, should the Developer request the special inspection of materials not yet delivered to the site of work, the Developer shall, if such inspection be granted, pay all costs and expenses of the District and Engineer in making such inspection.

The inspection of water pipe may be performed by the District's Engineer at the manufacturer's plant. The cost of pipe inspection shall be paid to the District by the Contractor as specified at two times payroll cost plus the current Federal gas mileage allowance transportation expense. When inspection is required, at least two (2) days' notice shall be given; otherwise, inspection shall be at the convenience of the Engineer.

However, in the event the manufacturer of said pipe has, in the opinion of the Engineer, previously furnished acceptable, tested pipe on work under the jurisdiction of the Engineer, the District and/or Engineer shall request a certification of the pipe by the manufacturer. Said certification shall certify that material supplied, and for which the certification was requested, is in full compliance and conformance with the drawings and specifications. In the event the pipe so certified does not meet with the requirements set forth. Material testing and inspection shall be done in an independent testing laboratory located in the Puget Sound area. Inspection time shall also include any Engineer's time involved in evaluating the pipe. Certification of the resulting of the tests shall be furnished by the laboratory or agency which performs the tests. Suitability of the pipe shall be based upon conformance to the test requirements.

A complete list of project observation fees is available from the District upon request.

14. PLANS AND SPECIFICATIONS ACCESSIBLE.

- a. The Developer shall be furnished two copies of plans and specifications and **shall keep at least one copy of the same constantly accessible at the construction site.**
- b. Where shop drawings are required to be submitted for acceptance, one copy of the approved shop drawings shall; be kept constantly accessible at the construction site.

15. OWNERSHIP OF DRAWINGS.

All drawings, specifications and copies thereof prepared or furnished by the Engineer are the property of the District. Neither Developer nor Developer's Engineer shall have any rights of ownership, copyright, trademark or patent to the construction drawings or specifications.

The original construction drawing(s), whether prepared by the District's Engineer or the Developer's Engineer, shall be furnished to the District for revision to conform to construction records and shall become the District's property.

16. SHOP DRAWINGS.

The Developer shall check and verify all field measurements. The Developer shall submit with such promptness, as to cause no delay in their own work or in that of any other contractor, three (3) copies, checked and approved by the Developer, of all shop or setting drawings and schedules (all collectively herein referred to as "shop drawings") required for the work of the various trades in the performance of the work or where requested by the Engineer and shall verify all field measurements or conditions to which the shop drawings are applicable. The Engineer shall review them with reasonable promptness making required corrections, including those related to design and artistic effect. The Developer shall make any corrections required by the Engineer and, within one week after receipt of the required corrections, shall file with the Engineer two (2) corrected copies and furnish such other copies as may be needed by the Engineer. The Engineer's acceptance of such drawings or schedules shall not relieve Developer from responsibility for deviations from drawings or specifications, unless the Developer has, in writing, called the Engineer's attention to such deviation at the time of submission and secured the Engineer's written approval nor shall it relieve the Developer from responsibility for errors in shop drawings or schedules.

17. DETERMINATION FOR "OR EQUAL."

The Engineer shall be the sole judge of the question of "or equal" of any supplies or materials proposed by the Developer. The Developer shall pay to the District the cost of tests and evaluations by the Engineer to determine acceptability of alternates proposed by the Developer in accordance with the established rates of the Engineer for time and expense work.

18. ROYALTIES AND PATENTS.

The Developer shall be liable for all suits brought against the District by reason of infringement of patent rights or license on any material, machine, appliance or process that they may use on the work or incorporate into the finished job except where specifically exempted by Special Provisions. The Developer shall defend and hold the District harmless from any such suit, costs of defense and any judgment which may be made or entered against District thereon.