

**SECTION I**  
**GENERAL CONDITIONS**

# GENERAL CONDITIONS

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**I. GENERAL CONDITIONS:**

1. **DEFINITIONS:** To make clear the meaning and intent of the words: District, District's Engineers, Developer, Contractor, and Contract Documents, as used in these standards, the following definitions are given:

**District:** Silver Lake Water & Sewer District, Snohomish County, Washington, a Water – Sewer District existing under and by virtue of the laws of the State of Washington.

**District's Engineers:** The District Engineer or the engineering firm and that firm's representatives retained and assigned by the District to act as the Engineer for the work to be performed on the project.

**Developer:** The person, persons, firm, owner, or corporation entering into agreement with Silver Lake Water & Sewer District for the installation and/or extension of a water or sewage facility. The term also includes the Developer's agents and employees and Contractor.

**Contractor:** The person, persons, firm, or corporation employed by the Developer to perform the work required by project plans and specifications to construct the water or sewage facility within the District's service area. The term also includes the Contractor's agents and employees.

**Developer/ Contractor:** Use of either word "Developer" or "Contractor" in this document shall be understood to be interchangeable, one for the other, wherein both are responsible for compliance, and the developer assumes full and final responsibility unless a division of responsibility through the use of a contract, performance bond, insurance, etc., is established.

**Contract Documents:** These shall consist of the following and in case of conflicting provisions, the text material shall have precedence:

- a) Developer Agreement for Water or Sewer Facility Extensions
- b) Plans
- c) Standard Details
- d) Specifications-Conditions and Standards of the Contract to include system testing
- e) Addenda
- f) Change Orders

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- g) General Conditions
- h) "As Built" Documents

These documents shall form the Contract.

2. **ENGINEER'S STATUS:** The District's Engineer shall serve as an agent of the District and in conjunction with the District, have the authority to accept or reject the work performed by the Developer for facilities within the District's service area.
3. **INSPECTION OF WORK:** The Developer shall give the District timely notice that the work, or any part thereof, which has been constructed within the District's service area, is ready for inspection. In no event shall the work, or any portion thereof, be covered up or placed into operation until the District has completed the inspection.

If any work should be covered up without prior inspection by the District, it shall be uncovered for examination at the Developer's expense.

The District and its representatives shall at all times, have access to the work whenever it is in preparation or progress and the Developer shall provide proper facilities for such access and for such inspection.

The Developer shall perform tests of the work, at the Developer's expense.

If the specifications, laws, ordinances, or any public authority shall require any work to be specially tested or approved, the Developer shall give the District timely notice of its readiness for inspection and, if the inspection is by other authority than the District, the date fixed for such inspection.

All inspections by the District will be made with all reasonable promptness but, in no event, shall the lack of prompt inspections be construed to allow the Developer to cover up the work or any portion of it without inspection.

The District's review of the Contractor's work plan, safety plan, construction sequence, schedule or performance does not and is not intended to include review or approval of the adequacy of the Contractor's safety measures in, on or near the construction site. The District does not purport to be a safety expert, is not engaged in that capacity, and has neither the authority nor the responsibility to enforce construction safety laws, rules, regulations, or procedures, or to order the stoppage of work for claimed violations thereof.

4. **FINAL INSPECTION & ACCEPTANCE:** All materials and completed work shall, before acceptance by the District, be subject to final inspection by the District. The District shall have the right to subject all machinery, equipment and

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work to all tests necessary to assist in determining whether the contract has been faithfully performed.

5. **MATERIALS & FACILITIES:** Unless otherwise stipulated, all materials utilized for water or sewage system construction within the District's service area, shall be new and both workmanship and materials shall be of good quality. The Developer shall furnish evidence as to the kind and quality of materials.

The Developer shall at all times enforce strict discipline and good order among his employees, and shall not employ on the work any person not skilled in the work assigned to him.

6. **ROYALTIES & PATENTS:** The Developer shall pay all royalties and license fees. He shall defend all suits and claims for infringement of any patent rights and shall save the District harmless from loss on account thereof.

7. **SURVEYS, PERMITS & REGULATIONS:** The Developer shall furnish and pay for all surveys, licenses, permits, easements, and rights-of-way.

The Developer shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work.

The Developer shall carefully preserve bench marks, reference points and stakes, and in case of destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their absence or disturbance.

8. **PROTECTION OF WORK & PROPERTY:** The Developer shall continuously maintain protection of all his work from damage and shall protect the property of others from injury or loss arising in connection with his work. He shall make good any such damage, injuries, or loss. He shall protect the adjacent property as provided by law and the Contract Documents. He shall provide and maintain all passage ways, guard fences, traffic control, detours, road closures, barricades, signs, flaggers, lights, and other facilities for protection required by public authority or local conditions. The Developer shall bear the risk of loss or damage for all finished or partially finished work until the entire project is completed and accepted by the District.

9. **EXISTING UTILITIES:** The Developer shall investigate and locate all buried utilities or obstructions in the construction area prior to construction of new water or sewage facilities. The Developer shall coordinate with the District, power, telephone, cable television, gas companies, and all other affected utilities for field location of the respective existing facilities.

The Developer shall call for utility locates (1-800-424-5555) two full working

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days prior to construction for aid in locating any existing underground utilities as applicable.

10. **REPLACING IMPROVEMENTS:** Whenever it is necessary in the course of construction to remove or disturb culverts, driveways, roadways, pipelines or other existing improvements, they shall be replaced to a condition equal or superior to that existing before they were so removed or disturbed. If it is necessary to trench through lawns, the sod shall be removed before trenching and replaced with new sod after backfilling.
11. **ACCESS:** Bridging shall be provided across private driveways and roadways, during the period that trenches are open, in such a manner as not to constitute a hazard to the people who use them. All construction operations shall be conducted in such a manner as to interfere as little as possible with the normal procedure of traffic.
12. **DEFECTS & THEIR REMEDIES:** If the work or any part thereof performed by the Developer, shall be deemed by the District as not in conformity with the District's Standards, the Developer shall forthwith rebuild or otherwise remedy such defects prior to being accepted by the District.

The Developer shall be responsible for correcting all defects in workmanship and material appearing within two years after completion and acceptance of his project. The Developer shall start work to remedy such defects within 7 days of notice of discovery thereof by the District and shall complete such work within a reasonable time. In emergencies, where damage may result from delaying or where loss of service may result, such corrections may be made by the District in which case all costs shall be borne by the Developer. In the event the Developer does not accomplish corrections at the time specified, the work shall be otherwise accomplished and the cost of same shall be paid by the Developer.

13. **USE OF COMPLETED PORTIONS:** The District shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time may not have expired for completing the entire work or such portions, which will not interfere with the Developer performing the remaining work. Such taking possession and use shall not be deemed an acceptance of any work not completed and inspected in accordance with the Contract Documents or District Standards.
14. **INSURANCE REQUIREMENTS, SUMMARY OF COVERAGE & INDEMNITY:** The Developer shall carry liability and property damage insurance covering all work during Project construction, including that done by the Developer's Contractor and the Contractor's subcontractors. This insurance shall also protect the District from any contingent liability prior to Project acceptance.

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The Developer shall obtain from an insurance company, with have an A.M. Best rating of “AVII” or better approved by the Insurance Commissioner of the State of Washington pursuant to Title 48 RCW, commercial general liability and automobile liability insurance against claims to the Developer, the District and its elected and appointed officials, officers, employees, agents and volunteers for injury to person or property which may arise from any act or omission by anyone directly or indirectly employed by the Developer from or relating to the performance, supervision, or inspection of the work. The insurance policy(s) shall specifically name and include the District and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds under such policy(s) with regards to damages and defense of claims arising from: (a) activities performed by or on behalf of the Developer; (b) products and completed operations of the Developer, or (c) premises owned, leased or used by the Developer for the work proposed under this Developer Extension Agreement. Proof of the existence of such insurance shall be provided to the District in a form acceptable to the District prior to the Pre-Construction Meeting.

The Developer shall not begin work under the agreement or under any special condition until all required insurance has been obtained and until such insurance has been reviewed and accepted by the District. The Developer shall file with the District either a certified copy of all insurance policies or a certificate of insurance with the endorsements in the form included herein as are necessary to comply with these specifications.

The minimum limits of coverage shall be as follows:

General Aggregate	\$2,000,000
Products - Comp/OPS Aggregate	\$2,000,000
Personal Injury	\$2,000,000
Each Occurrence	\$2,000,000
Automobile Liability	\$2,000,000

Policies shall be kept in force until the project is accepted by the District. The District shall be given at least forty-five (45) days written notice of cancellation, non-renewal, material reduction, or modification of coverage. The District may increase these limits if the scope of the proposed work warrants additional coverage.

Failure of the Developer to fully comply with the requirements regarding insurance will be considered a material breach of contract and shall be cause for immediate termination of the developer extension agreement and any and all District obligations, regarding same.

The coverage provided by the insurance policies shall be primary to any insurance maintained by the District, except with respect to losses attributable to the sole

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negligence of the District. Any insurance that might cover this Agreement which is maintained by the District shall be in excess of the Developer's/Contractor's insurance and shall not contribute with it.

The insurance policy shall protect each insured in the same manner as though a separate policy had been issued to each. The inclusion of more than one insured shall not affect the rights of any insured with respect to any claim, suit or judgment made or brought by or for any other insured or by or for any employee of any other insured.

The general aggregate provisions of the insurance policy shall be amended to show that the general aggregate limit of the policies apply separately to this project.

The insurance policy shall not contain a deductible or self-insured retention in excess of \$10,000 unless approved by the District.

Providing coverage in the stated amounts shall not be construed to relieve the Developer from liability in excess of such limits.

The Developer shall indemnify, defend and hold the District and its elected and appointed officials, officers, employees, agents and volunteers harmless from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against the District by reason of any act or omission of the Developer, the Developer's agents or employees, in connection with the work performed under this contract, or caused or occasioned in whole or in part by reason of the presence of the Developer, the Developer's Contractor or Sub-contractors, or their property, employees or agents, upon or proximity to any property upon which work is being performed under this contract.

For the purpose of applying RCW 4.24.115 to the Developer's project, the Developer and the District agree that the term "damages" applies only to the finding in a judicial proceeding and is exclusive of third party claims for damages preliminary thereto.

The Developer agrees to indemnify, defend and hold harmless the District, and its elected and appointed officials, officers, employees, agents and volunteers from all claims for damages by third parties, including costs and reasonable attorney's fees in the defense of such claims for damages, arising from performance of the work under this contract. Developer waives any right of contribution against the District.

It is agreed and mutually negotiated that in any and all claims against Silver Lake Water & Sewer District or any of its agents or employees by any employee of the Developer, anyone directly or indirectly employed by any of them or anyone for

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whose acts any of them may be liable, the indemnification obligation hereunder constitutes Developer's and its Contractor's and Sub-Contractor's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnity.

District and Developer agree that all third party claims for damage against District for which Developer's insurance carrier does not accept defense of District may be tendered by District to the Developer who shall, if so tendered by District, accept and undertake to defend or settle with the Claimant. District retains the right to approve claims investigation and legal counsel assigned to said claim and all investigation and legal work product regarding said claim shall be performed under a fiduciary relationship to Silver Lake Water & Sewer District. In the event that District agrees or a court finds that the claim arises from the sole negligence of District, this indemnification shall be void and District shall be responsible for all damages payable to the third party claimant. In the event that District and Developer agree or a court finds that the claim arises from or includes negligence of both the Developer and District, the Developer shall be responsible for all damages payable by the Developer to the third party claimant under the court finding, and, in addition thereto, the Developer shall hereunder indemnify District for all damages paid or payable by District under the court finding an amount not to exceed the percentage of total fault attributable to the Developer. For example, where the Developer is 25 percent negligent, the Developer shall not be required to indemnify District for any amount in excess of 25 percent of the claimant's total damages.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Developer's and its contractor's responsibility for payment of damages resulting from operations under this agreement.

15. **RIGHTS OF VARIOUS INTERESTS:** Wherever work being done by the District's employees or agents or by other developers is contiguous to work performed by the Developer, the respective rights of the various interests involved shall be established by those involved to secure the completion of the various portions of the work in general harmony.
16. **SANITATION:** Necessary sanitation conveniences for the use of workmen on the job, secluded from public observation, shall be provided and maintained by the Developer.
17. **CLEAN-UP:** The Developer shall keep the construction site reasonably clear during the progress of the work.

The Developer shall backfill the trenches, clean out ditches that may have been filled during the work, replace damaged surfacing, remove surplus materials and trash, dispose of brush, repair all damages, and otherwise leave the job in a neat, orderly and workmanlike condition.

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18. **CONSTRUCTION CONFORMANCE:** In addition to meeting the standards and conditions of the Silver Lake Water & Sewer District, all construction shall be in conformance with the requirements of the Cities of Everett and Mill Creek, Departments of Health and Ecology, Snohomish County, Washington State Department of Transportation, American Public Works Association, and American Water Works Association.

The Developer shall plan, design, and construct the sewer and/or water extension between the point of connection to the existing utility, to and through the proposed development to provide sewer and/or water service to the Developer's property and to existing adjacent properties that can be served. This extension include mainlines to the far side of the property where future extension may occur. It also includes installing side sewers, water service, and fire hydrants in areas where water and sewer main improvements from the existing utility to the development are needed, as determined by the District, to serve existing properties along the alignment of the extension.

Additional District requirements may be mandated, on a case-by-case basis, due to site specific conditions.

19. **PREDESIGN MEETING:** A predesign meeting shall be held at the District offices prior to preliminary design of the proposed improvements. As a minimum, the Developer and the Developer's Engineer shall attend the meeting. This meeting should be used to clarify District Standards, resolve conflicts and to facilitate expeditious review of plan submittals.
20. **PRECONSTRUCTION MEETING:** A preconstruction meeting shall be held at the District offices prior to any construction work being performed as part of the Developer Extension. As a minimum, the Developer and/or the Developer's Representative responsible for completion of the work, and the Developer's Contractor and Project Foreman shall attend the meeting. The Developer shall coordinate a meeting time which is convenient with the District's schedule and shall be scheduled a minimum of 5 working days prior to construction.
21. **EASEMENTS:** The Developer shall obtain all necessary easements without cost to the District, using the District's standard easement form. Wherever a water or sewer main is to be laid other than in a public right-of-way, a permanent easement of not less than 7-1/2 feet on each side of the centerline of the main shall be provided. In addition, the Developer shall provide a temporary construction easement not less than 25 feet in width adjacent to the permanent easement. The Developer shall supply the District with the supporting data necessary to verify the location of the easement. If legal services are required by the District in connection with the easement, the cost of such services shall be reimbursed by the Developer to the District on demand and before acceptance of the extension.

The District shall be named as a beneficiary, with respect to both water and sewer

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facilities, in all general utility easements created in connection with the project.

Permanent easements shall also be provided for all water meters, fire hydrants, and backflow assemblies required to protect the public potable water system located outside the public right-of-way.

No permanent structures shall be allowed to be constructed within the permanent easement.

Landscaping and plantings shall be restricted to non-root intrusive low growing shrubs, grass, and surface coverings.

Vehicle access, as approved by the District, shall be provided to all manholes and facilities. Access to any fenced easement shall be provided via a duplex gate (12 foot opening width) of matching construction, to be approved by the District.

All offsite easements shall be obtained by the Developer and reviewed by the District prior to approval of the construction Plans. All other easements shall be provided and reviewed by the District prior to acceptance of the work performed under the Contract. When the form of required easements are approved by District, the Developer shall record the easement with the County Auditor and provide a record easement document to the District as a condition of acceptance.

An easement shall be provided to the District for access to all backflow assemblies required to protect the public potable water supply from possible contamination.

22. **POLLUTION AND EROSION CONTROL:** The Contractor shall exercise all necessary precautions throughout the life of the project to prevent pollution, erosion, siltation, and damage to property.

Erosion and sediment control throughout the project including abutting and downstream properties shall be the responsibility of the Developer.

The Developer shall determine the appropriate temporary erosion and sediment control necessary for the construction time of the year and shall furnish and install the necessary controls as the first order of work. Such erosion control shall be fully maintained during the course of construction, modifying the control when necessary.

Temporary erosion and sediment control shall consist of and be installed in accordance with the more stringent conditions of Offsite County Use Permit Conditions, Requirements of Endangered Species Act, City of Mill Creek or Snohomish County Best Management Practice or Department of Ecology's Storm Management for the Puget Sound Basin Technical Manual for water quality.

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The Developer shall bear sole responsibility for damage to completed portions of the project and to property located off the project caused by erosion, siltation, run-off, or other related items during construction of the project. The Developer shall also bear sole responsibility for any pollution of rivers, streams, groundwater, or other waters, which may occur as a result of construction operations.

Upon failure of the Developer to provide immediately such erosion control, the District shall be at liberty, without further notice to the Developer to provide and/or remove the necessary erosion control. The Developer shall reimburse the District for any costs incurred on account thereof.

23. **ENCASEMENT/CARRIER PIPES:** All state highway stream crossings, and other locations determined by the Developer and/or the District shall be encased with steel casing. Steel casing shall be of sufficient diameter, size, and strength to enclose the carrier pipe and to withstand maximum highway loading. Sizing and wall thickness of casing is subject to approval by the District. The carrier pipe shall be ductile iron, Class 52, restrained joint pipes unless otherwise approved by the District. Casing spacers shall be installed at each ten feet of the pipeline. The spacers shall be Uni-Flange Series UFRCS 1300 or approved equal. Sand backfill between the casing and the carrier pipe shall be required. In order to prevent the sand from being washed from the casing, the ends of the casing shall be bricked and cemented after installation, backfill and testing of the pipe are completed.
24. **FINISHING AND CLEANUP:** After all other work on the project is completed and before final acceptance, the entire roadway, including the roadbed, planting, sidewalk areas, shoulders, driveways, alley and side street approaches, slopes, ditches, utility trenches, and construction areas shall be neatly finished to the lines, grades and cross sections of a new roadway consistent with the original section, and as hereinafter specified.

On construction where all or portions of the construction is in undeveloped areas, the entire area which has been disturbed by the construction shall be shaped so that upon completion the area will present a uniform appearance, blending into the contour of the adjacent properties and hydroseeded. All other requirements outlined previously shall be met.

Slopes, sidewalk areas, planting areas and roadway shall be smoothed and finished to the required cross section and grade by means of a grading machine insofar as it is possible to do so without damaging existing improvements, trees, and shrubs. Machine dressing shall be supplemented by handwork to meet requirements outlined herein, to the satisfaction of the District.

Upon completion of the cleaning and dressing, the project shall appear uniform in all respects. All graded areas shall be true to line and grade. Where the existing surface is below sidewalk and curb, the area shall be filled and dressed out to the

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walk. Wherever fill material is required in the planting area, the finished grade shall be elevated to allow for final settlement, but nevertheless, the raised surface shall present a uniform appearance.

All rocks in excess of 1 inch diameter shall be removed from the entire construction area and shall be disposed of the same as required for other waste material. In no instance shall the rock be thrown onto private property. Overhang on slopes shall be removed and slopes dressed neatly so as to present a uniform, natural, well-sloped surface.

All excavated material at the outer lateral limits of the project shall be removed entirely. Trash of all kinds resulting from clearing and grubbing or grading operations shall be removed and not placed in areas adjacent to the project. Where machine operations have broken down brush and trees beyond the lateral limits of the project, the Developer shall remove and dispose of same and restore said disturbed areas at his own expense.

Drainage facilities such as inlets, catch basins, culverts, and open ditches shall be cleaned of all debris that results from the Developer's operations.

All pavements and oil mat surfaces, whether new or old, shall be thoroughly cleaned. Existing improvements such as Portland cement concrete curbs, curb and gutters, walls, sidewalks, and other facilities, which have been sprayed by the asphalt cement, shall be cleaned to the satisfaction of the District.

Castings for monuments, water valves, vaults and other similar installations, which have been covered with the asphalt material, shall be cleaned to the satisfaction of the District.

25. **RECORD DRAWINGS:** Upon completion of construction and prior to acceptance, the approved construction drawings shall be corrected to reflect "As-Built" conditions, in accordance with the District's General Drafting Standards, and shall be returned to the District. The record drawing submittal when approved shall include an electronic file on disk of the scanned "As-Built" drawings, and the required signatures. For drawings created in electronic form, the submittal shall also include an AutoCAD file (Release 2010, Civil 3D or earlier version) "As-Built" drawing information in accord with the District GIS provisions on disk, and all related "As-Built Survey" files.
26. **GENERAL GUARANTEE AND WARRANTY:** The Developer shall be required, upon completion of the work and prior to acceptance by the District, to furnish the District a construction guarantee covering all material and workmanship for a period of 2 years after the date of final acceptance and shall make all necessary repairs during that period at his own expense, if such repairs are necessitated as the result of furnishing poor materials and/or workmanship. The Developer shall obtain warranties from the contractors, subcontractors, and

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suppliers of material or equipment where such warranties are required, and shall deliver copies to the District upon completion of the work.

The form of this guarantee shall be mutually agreeable to the District and the Developer. The guarantee shall be an amount not less than 15 percent of the cost of the facility constructed as listed on approved bill of sales documentation and shall be for a duration not less than 2 years from the dated of acceptance of the constructed facilities by the District.

A separate warranty to allow for final adjustment of surface features to accommodate final pavement will be allowed. Amount to be based on estimated construction cost to adjust.

In no case shall a bond for construction warranty be less than \$5,000.

27. **CROSS CONNECTION PROTECTION:** Backflow assembly tests, certification and verification of locations, if applicable, shall be completed and reviewed by the District prior to project acceptance.

All on-site wells or auxiliary water system shall be disconnected and decommissioned prior to connecting to the District's water or sewer systems. Confirmation that the on-site wells have been decommissioned in accordance with WAC 173-160-381 shall be provided to the District prior to the District selling a water or sewer connection permit.