

**EAST WENATCHEE WATER DISTRICT**

**DOUGLAS COUNTY, WASHINGTON**

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**EAST WENATCHEE WATER DISTRICT**

DOUGLAS COUNTY, WASHINGTON

WATER SYSTEM  
EXTENSION DOCUMENTS\*

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Performance Bond

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Design Standards

General Conditions

Exhibit A - Preliminary Water Extension Plan

Exhibit B - Approved Water Extension Construction Plans and Specifications

The following documents on file at the DISTRICT office and the Office of the DISTRICT's Engineer are incorporated herein by this reference:

Standards and Details for Constructing Extensions to the Water System.

\* The term "EXTENSION DOCUMENTS" as used in this booklet refers to the documents referenced above.

**EAST WENATCHEE WATER DISTRICT  
DOUGLAS COUNTY, WASHINGTON**

CHECK LIST  
FOR CONSTRUCTING EXTENSIONS  
TO THE WATER SYSTEM

DEVELOPER

\_\_\_\_\_  
Name of Extension

\_\_\_\_\_  
Telephone

Completed

A. Preliminary

- |    |  |       |
|----|--|-------|
| 1. | Request Extension Application (DEVELOPER)  | _____ |
| 2. | Administrative Fee Paid (DEVELOPER)  | _____ |
| 3. | Description of Property (DEVELOPER)  | _____ |
| 4. | Title Report on Property (DEVELOPER)   | _____ |
| 5. | Preliminary Plat/Site Development Plan with Contours (DEVELOPER)                 | _____ |
| 6. | Determination of System Improvements Required (DISTRICT/Engineer)                | _____ |
| 7. | Preparation of Extension Application and Extension Documents (DISTRICT/Engineer) | _____ |

B. Approval of Application

- |    |  |       |
|----|--|-------|
| 1. | Signed Application Submitted (DEVELOPER)   | _____ |
| 2. | Administrative, Legal and Engineering Fee and Deposits Paid (DEVELOPER)                  | _____ |
| 3. | Environmental Review and Determination of Environmental Significance (DISTRICT/Engineer) | _____ |
| 4. | Extension Application Approved and Plans Ordered (DISTRICT)                              | _____ |
| 5. | Resolution Accepting and Authorizing (DISTRICT)  | _____ |
| 6. | Signature of Extension Application (DISTRICT)  | _____ |

C. Required Before Plans are Prepared or Approved

- |    |  |       |
|----|--|-------|
| 1. | Final Plat Map, Site Plan, and survey of extension alignment (scale 1" = 50') (DEVELOPER)                      | _____ |
| 2. | Contour map with 5' or less contour interval, County Datum (scale 1" = 100') (DEVELOPER)                       | _____ |
| 3. | Final Road and Storm Drainage Plans Approved by Douglas County (DEVELOPER)                                     | _____ |
| 4. | Three sets of Extension Construction Plans and Specifications, if prepared by DEVELOPER's Engineer (DEVELOPER) | _____ |

D. Required before Construction Staking

1. Preparation of Construction Plans and Specifications or Approval of DEVELOPER's prepared Plans and Specifications (Engineer) \_\_\_\_\_
2. DISTRICT Approval and Signing of Construction Plans and Specifications (DISTRICT) \_\_\_\_\_
3. Construction Cost Estimate and Bill of Sale forms (Engineer) \_\_\_\_\_
4. Plans and Specifications sent to State Health Department and Douglas County Fire Marshall for Approval (Engineer) \_\_\_\_\_
5. Application for Douglas County and/or State Highway Right-of-Way Construction Permit (Engineer) \_\_\_\_\_
6. Approval of Contractor (DISTRICT) \_\_\_\_\_
7. Performance Bond (DEVELOPER) \_\_\_\_\_
8. Certificate of Insurance (DEVELOPER) \_\_\_\_\_
9. All Required Easements Obtained (DEVELOPER) \_\_\_\_\_
10. Cash Deposit (Contractor) \_\_\_\_\_
11. Douglas County and/or State Highway Right-of-Way Construction Permits Received (DISTRICT) \_\_\_\_\_
12. State Health Department and Douglas County Fire Marshall Approval Received (DISTRICT) \_\_\_\_\_

E. Required before Construction Begins

1. Submittal of Material and Equipment List (Contractor/DEVELOPER) \_\_\_\_\_
2. Pre-construction Conference \_\_\_\_\_
3. Approval of Material and Equipment List (Engineer/DISTRICT) \_\_\_\_\_
4. 48-hours Notice of Start of Construction to DISTRICT/Engineer/County (Contractor/DEVELOPER) \_\_\_\_\_
5. Construction Stakes in Place and Surveying Instructions/cut sheets/documentation submitted to DISTRICT (DEVELOPER) \_\_\_\_\_

F. Required before any Service is Connected

1. All Extension Fees and Charges Paid (DEVELOPER) \_\_\_\_\_
2. Other Charges established by DISTRICT Resolution Paid (DEVELOPER) \_\_\_\_\_
3. Approval of Completion of Construction (Engineer/DISTRICT)
  - a. Acceptance of Hydrostatic Pressure Test (Engineer/DISTRICT) \_\_\_\_\_
  - b. Completion of Punch List Items (DEVELOPER) \_\_\_\_\_
  - c. Satisfactory Final Inspection (Engineer/DISTRICT/DEVELOPER) \_\_\_\_\_
  - d. Submittal of "As-Constructed" Drawings for Extension (DEVELOPER) \_\_\_\_\_
  - e. Dept. of Health Approval of Purity Testing (DISTRICT) \_\_\_\_\_
4. Executed Bill of Sale Delivered to DISTRICT (DEVELOPER) \_\_\_\_\_
5. Acceptance of Title (DISTRICT) \_\_\_\_\_
6. Resolution Accepting Facilities (DISTRICT) \_\_\_\_\_
7. Substitution of Maintenance Bond for Performance Bond (DEVELOPER, Optional) \_\_\_\_\_

G. To Be Done Prior to Warranty Expiration

1. At 23 months after Acceptance, reinspect all facilities and notify DEVELOPER of Deficiencies, if any (DISTRICT) \_\_\_\_\_
2. Follow up to Correct Deficiencies (DEVELOPER/DISTRICT) \_\_\_\_\_
3. Expiration of 24-month warranty \_\_\_\_\_

**East Wenatchee Water District  
DEVELOPER EXTENSION AGREEMENT**

**Date** \_\_\_\_\_

**Name of Extension** \_\_\_\_\_

**Owner** \_\_\_\_\_

The East Wenatchee Water District's water rights and ability to serve water are subject to subsequent regulatory or court order which may affect the availability of water to your property and the District expresses no opinion or assurance to you in connection with any impacts with any such order.

**APPLICATION FOR PERMISSION TO CONSTRUCT EXTENSION  
TO THE WATER SYSTEM**

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EAST WENATCHEE WATER DISTRICT  
DOUGLAS COUNTY, Washington

**APPLICATION FOR PERMISSION  
TO CONSTRUCT EXTENSION TO WATER SYSTEMS**

The undersigned, hereafter referred to as "DEVELOPER", hereby makes application to the East Wenatchee Water District; Douglas County, Washington; hereafter referred to as "DISTRICT", for permission to construct and install water extensions in the public right-of-way and/or on easements, and to connect the same to the DISTRICT's water distribution system hereafter referred to as "DISTRICT's System," and makes the following representations and covenants:

**1. GENERAL**

Upon approval of the Board of Commissioners, extensions to the DISTRICT's water system may be made under written agreement with the DISTRICT by any landowner (also referred to as a DEVELOPER), subject to compliance with applicable state laws and county ordinances or resolutions, and subject to compliance with the rules and regulations of the DISTRICT as set forth in resolutions of the Board of Commissioners. Such extensions must be constructed and installed in accordance with the DISTRICT's conditions, specifications, and construction details hereinafter set forth.

**2. LOCATION OF EXTENSION**

The proposed water extension will be installed in roads and/or easements and/or on other approved rights-of-way and shall be for the use and benefit of the property hereafter described ("DEVELOPER's property"), which property is owned by the DEVELOPER and/or other persons who are contributing to the costs of said extensions; that said other owners join in this application and are referred to as "Additional Owners". Said property is described as follows:

Located at

3. **DESCRIPTION OF EXTENSION**

The proposed extension will consist of approximately \_\_\_\_\_ lineal feet of \_\_\_\_\_ inch water main and appurtenances located within the DEVELOPER's property as shown on the preliminary plat or site plan attached hereto as Exhibit A. In addition to the above extension within the DEVELOPER's property, the following described general facilities and water main located outside the DEVELOPER's property are included in this water extension agreement. Additional water system facilities:

Off-site improvements include \_\_\_\_\_ lineal feet of \_\_\_\_\_-inch water main and appurtenances.

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The above described extension including general facilities or other special facilities may be modified by the DISTRICT during the preparation of construction plans and specifications as deemed necessary by the DISTRICT to meet the requirements for service to the DEVELOPER's property consistent with the DISTRICT's Water Comprehensive Plan and Conditions and Standards. The construction plans and specifications when approved by the DISTRICT shall be attached to this agreement as Exhibit B and shall become the documents describing the water system extension to be constructed by the DEVELOPER under this agreement. The foregoing improvements may be hereafter collectively described as "the extension".

4. **EXTENSION FEES, DEPOSITS, AND CHARGES**

Extension fees shall be paid by the DEVELOPER to the DISTRICT providing the following services or to reimburse the DISTRICT for services it obtains in conjunction with this application and/or administration of this extension:

A. **Administrative Services**

1. General consultation with the DEVELOPER regarding the requirements of the DISTRICT, the procedures for the DEVELOPER to make a water system extension, and the administration of the DEVELOPER Extension Agreement.
2. Preliminary review of the proposed development and preliminary determination of the water system facilities required to extend service to the DEVELOPER's property in accordance with the DISTRICT's approved water system comprehensive plan.

B. **Basic Engineering**

1. Preparation of construction plans and specifications or review and approval of contract plans and specifications prepared by the DEVELOPER's engineer.
2. Preparation of the construction cost estimate, and bill of sale forms.
3. Submittal of comprehensive plan amendments and contract plans and specifications to the regulatory agencies for approval.

4. Application for State and County permits, where applicable.
5. Consultation with the DEVELOPER during the period of the extension agreement regarding the extension design, the DISTRICT's specifications, and other DISTRICT requirements.
6. Preparation of environmental check list, as necessary.

C. Construction Engineering Services

1. Schedule and conduct pre-construction conference.
2. Review of construction stakes provided by DEVELOPER's engineer and surveyor as described in Paragraph 6 of the General Conditions.
3. Daily inspection of the construction in progress as required to assure that the construction of the extension is in accordance with the approved construction plans and specifications.
4. Inspection of the pressure test required by the specifications and inspection of any re-testing which may be necessary. Sampling of completed water main for bacteriological examination.
5. Final inspection of the completed extension and preparation of the inspection report setting forth any deficiencies that may exist.
6. Re-inspection of deficient work.
7. Final review of the completed extension and examination of the required documents to assure that the DISTRICT has legal title to the necessary easements and/or rights-of-way, review and approval of the DEVELOPER's warranty and bill of sale, and preparation of a final recommendation of acceptance of the completed water extension by the DISTRICT.
8. Revision of plans to conform to construction records.
9. Update the DISTRICT's system base map.

D. Reimbursement for DISTRICT's Legal Services

1. Review and revisions, if necessary, to the DEVELOPER Extension Application and preparation of resolutions accepting application and amending the comprehensive plan (if required).
2. Services required to obtain required comprehensive plan approvals and environmental review compliance under SEPA or NEPA regulations.
3. Resolution confirming environmental compliance.
4. Preparation of easements as required.
5. Preparation and/or review of the DEVELOPER Performance and Guarantee Bond, Insurance Certificates, and other performance guarantees and security.
6. Resolution for accepting use and operation.

7. Resolution accepting title and review of the bill of sale and maintenance bonds.
8. Preparation of reimbursement agreement, if required.
9. Any other legal services required by DISTRICT in conjunction with this application and administration of this extension.

E. Additional Legal, Engineering, and Other Professional Services

1. Revision of the contract plans and specifications and work occasioned by the need, request, or act of the DEVELOPER related thereto or review and approval of revisions prepared by DEVELOPER's engineer.
2. Re-inspection of deficient work.
3. Preparation of contract plans, specifications, and cost estimates for water general facilities including but not limited to transmission mains, pressure reducing stations, booster pump station and reservoirs.
4. Additional legal and/or engineering fees may be charged on a time-and-expense basis where a special contract is required and/or special problems arise with such third parties as Douglas County, the Boundary Review Board, the State of Washington, the State Highway Commission, and others in order for the DISTRICT to enter into the DEVELOPER extension and/or comply with SEPA or NEPA which requires the representation of the DISTRICT's legal counsel and/or Engineering Consultant.
5. Any other work reasonably required by the DISTRICT in conjunction with this application and/or administration of this extension.

F. Other Costs

1. All fees and additional charges as required by governmental agencies such as Douglas County Engineer's Construction Permit, charges in lieu of assessments, general facilities connection charges, publication notifications, and other such additional costs or charges.

G. Connection Charges, Charges in Lieu of Assessment

1. Connection Charges

The DISTRICT by resolution has established a connection charge for connection to the water system which charge represents the proportionate share of the actual cost of facilities previously constructed and the estimated cost of facilities required to be constructed which are necessary to provide water service to each new customer connecting to the DISTRICT's systems.

The water system facilities include the acquisition of water supply, pumping equipment to transmit water supply, oversize transmission mains, water storage reservoirs, pressure control and regulating facilities, and equipment required to supervise and control the operation of these facilities. These facilities benefit all existing and new customers of the DISTRICT, providing the means of bringing water supply to the local distribution mains and service connections.

The amount of the connection charges is established by resolution and is subject to amendment based on adjustments in the cost of providing new facilities, the actual cost of facilities previously constructed and changes in the DISTRICT's comprehensive plan which alters the nature, extent and cost of these facilities.

2. Charges in Lieu of Assessment

Where the property being served through an extension of the DISTRICT's water system is served in whole or in part by an existing facility constructed by the DISTRICT or constructed by others and transferred to the DISTRICT, the DEVELOPER shall pay a charge in lieu of assessment representing his fair and equitable share of the existing facility to which all or a portion of his property may be connected.

The charge in lieu of assessment for existing facilities is established by resolution of the DISTRICT based on the actual cost of construction of the facility and a proration of the cost of that facility to the properties which are benefited and may connect to the facility. The charge in lieu of assessment will vary for each existing facility based on its cost and the property benefiting.

**The property is within the boundary of the “\_\_\_\_\_ watermain extension local facilities charge” area. Properties within this boundary are subject to a reimbursement fee to the District to cover costs of the construction of the 12” diameter watermain in \_\_\_\_\_. The fee is calculated at \$\_\_\_\_\_ plus interest per acre and must be paid to the District prior to water service being provided.**

5. CALCULATION OF FEES, DEPOSITS AND CHARGES

A. Administrative Services

The fee for administrative services shall be as follows: \$750.00

B. Other Services

Fees and charges for all other services and reimbursements described in paragraphs 4.B.1. through 6., 4.C.1. through 9., 4.D.a. through 9., and 4.E.1. through 5. will be invoiced by the DISTRICT on an actual time and expense basis. The term "time and expense basis" shall mean the DISTRICT's actual cost for services rendered by its consultants or subcontracts plus an overhead charge of 20% of such cost. The DEVELOPER shall deposit with the agreement the amount of the DISTRICT's estimate of the cost of these services. Should the cost of these services exceed the amount deposited, the DISTRICT will, at the end of the month in which the cost exceeds the deposit, prepare a new estimate of the cost to complete these services including costs incurred to date and the DEVELOPER shall deposit an amount equal to the difference between the DISTRICT's new estimate and the original amount deposited by the DEVELOPER with the agreement. Unpaid deposits shall bear interest at 1% per month until paid. No extension shall be connected to the DISTRICT's system until all fees, charges, and connection costs, are paid in full.

C. Other Costs and Charges

Fees and charges for all other costs described in Section 4.F. and 4.G. shall be based on actual invoice amounts or in such amount plus an overhead charge of 20% as established by DISTRICT Resolution of each such fee or charge.

6. **PAYMENT OF FEES AND CHARGES**

The DISTRICT estimates the fees, deposits, and charges in conjunction with this extension as follows:

1.	Administrative Fee	\$750
2.	Engineering and Plan Review Deposit	\$0
3.	Hydraulic Analysis	\$0
4.	Construction Engineering Deposit - Inspection	\$0
5.	Legal Services Deposit	\$0
6.	Additional Services Deposit	\$0
7.	Other Costs	
	a. _____	\$ _____
	b. _____	\$ _____
	<b>TOTAL FEES AND DEPOSITS</b>	<b>\$0.00</b>

The following estimated charges referred to in paragraph 4.G. and as established by Resolution of the DISTRICT shall be paid by the DEVELOPER to the DISTRICT prior to the acceptance of the completed water extensions by the DISTRICT and prior to DISTRICT providing water service to the DEVELOPER's property:

1.	Connection Charge – to be determined.	\$ _____
2.	Charge in lieu of assessment for	
	_____	
	_____	
	_____	\$ _____
3.	Reimbursement agreement for	
	_____	
	_____	
	_____	\$ _____
4.	Other	
	_____	
	_____	
	_____	\$ _____

7. **PRELIMINARY ENGINEERING**

The DEVELOPER shall furnish two (2) copies of the final plat map, contour map, and proposed roads profile sheets prior to the DISTRICT's ordering of the engineering plans from its Engineer, or if DEVELOPER uses its own engineer prior to submission of plans to the DISTRICT for approval. The contour elevation and road profile elevations shall be referenced to Douglas County Survey data. In the event the DEVELOPER's engineer prepares the construction plans and specifications, the above plans shall accompany the extension construction plan to be reviewed and approved by the DISTRICT's Engineer.

The final plat map shall be to the scale of 1-inch = 100 feet. The contour map shall have a scale of 1-inch = 100 feet and contour intervals of five (5) feet or less. The road profile sheets may be to any suitable scale as selected by the DEVELOPER.

The DEVELOPER shall provide a minimum of one bench mark, on the project site; and the elevation and location of the bench mark shall be indicated on the maps furnished by the DEVELOPER.

**8. EVIDENCE OF INSURANCE**

The DEVELOPER shall provide the DISTRICT with written evidence of insurance covering public liability and property damage to third parties, in which the DISTRICT and its Engineer shall be named insureds, to the extent provided in Paragraph 10 of the General Conditions. The DEVELOPER agrees to indemnify and hold the DISTRICT harmless from any and all claims, demands, actions, and/or liabilities of every kind and nature as may be made against the DISTRICT by reason of or arising out of the acts and/or omissions of the DEVELOPER, its agents, and/or contractors, subcontractors, and suppliers in conjunction with this extension, including costs and attorneys' fees incurred by the DISTRICT in investigating and defending against any such claim.

**9. CASH DEPOSIT**

The DEVELOPER agrees to have the contractor installing an extension pursuant to this application provide the DISTRICT with a cash deposit of not more than \$2,000.00 prior to beginning construction of said extension. No construction shall be commenced until said cash deposit is furnished. This cash deposit shall be conditioned upon the contractor's strict compliance with the DISTRICT's conditions and standards for this extension and shall insure the DISTRICT against any damage to its existing system as a result of the contractor's failure to comply.

Said deposit will be refunded to the contractor upon satisfactory completion of the extension and connection of the extension to the existing system. The Contractor shall be responsible for and pay the costs of repair of any damage it may cause to DISTRICT systems. In the event of the contractor's failure to comply, the DISTRICT may, in addition to any other rights it may have, retain the total amount of the cash deposit as liquidated damages or such portion of said deposit as may be necessary to defray such costs.

**10. CONTRACTORS, SUBCONTRACTORS, LABORMEN, AND MATERIALMEN**

The DISTRICT has a substantial interest in insuring the extension is to be constructed and connected to the existing system of the DISTRICT in a good workmanlike manner, and, therefore, the DEVELOPER and/or additional owners agree to submit the names and statement of qualifications for all contractors, subcontractors, material men, and suppliers; or in the event that the DEVELOPER or additional owners are contractors, a statement saying that said DEVELOPER or additional owner will perform said improvement, and the DISTRICT reserves the right to approve or disapprove of the same, which approval the DISTRICT will not unreasonably withhold. In determining whether said DEVELOPER, additional owner, contractor, subcontractor, material men, or laborer is or is not satisfactory, the DISTRICT will take into consideration the contractor's prior experience in constructing similar improvements, available manpower and equipment, financial ability, prior work performed by said party for or on behalf of the DISTRICT, and the recommendation of the DISTRICT's Engineer. Said names shall be submitted prior to any construction being performed, and, if said party is not acceptable to the DISTRICT, the DISTRICT will notify the DEVELOPER within 15 days after notification is given to the DISTRICT of the name of said party, whereupon the DEVELOPER and/or additional owner shall re-submit alternates and said alternates shall likewise be subject to the same approval, upon the same criteria as the original party submitted, and notification will be given by the DISTRICT within the same period of time specified.

**11. PERFORMANCE BOND**

The DEVELOPER shall furnish to the DISTRICT a Performance Bond between the DEVELOPER and the DISTRICT upon the form approved by the DISTRICT and in an amount equal to the Engineer's estimated cost of the project, prior to the staking of the extension for construction.

The performance bond shall assure and guarantee the payment of all persons furnishing labor and materials and completion of the water extension including payment of all fees required herein in accordance with the terms of these extension documents and shall hold the DISTRICT harmless from any claims, therefore, and shall be in the form(s) contained in these extension documents.

**12. EASEMENTS**

Any required easements shall be obtained by the DEVELOPER at his sole cost and expense, name the DISTRICT as grantee, and a copy of such easement in a form acceptable to the DISTRICT shall be delivered to the DISTRICT prior to the time the DEVELOPER commences construction hereunder. Upon completion of construction and prior to acceptance of the extension by the DISTRICT in accordance with the provision hereof, the original easement shall be delivered to the DISTRICT. The DEVELOPER shall provide all necessary easements at his sole cost regardless of changes in the Contract Plans, together with good and sufficient evidence of clear title, and if required, a title insurance policy in a sum not less than \$5,000 per 500 feet of easement, insuring clear title to the easement in the DISTRICT.

**13. PERMITS**

All the necessary permits from any governmental agency shall be obtained by the DEVELOPER directly or, if required, the DISTRICT will use its reasonable efforts to obtain the same at the DEVELOPER's expense; and the DISTRICT shall be provided with a copy of all permits obtained by the DEVELOPER before construction commences. The DISTRICT shall not be required to appeal the denial of any such permit application, and the risk of obtaining all permits and approvals rests solely with the DEVELOPER.

**14. GRADING OF ROADS**

The DEVELOPER shall grade all roads to the design subgrade elevation prior to the start of construction and shall advise the DISTRICT in writing of any changes which may be contemplated during construction.

If the DEVELOPER changes the subgrade elevation or the road after completion of the extension of any part thereof, the DEVELOPER shall be responsible for all costs incurred to raise or lower the water lines when required as a result of said change in subgrade elevation.

**15. CONNECTION TO THE DISTRICT'S SYSTEM**

Not less than 3 days prior to the time that connection to the DISTRICT's system is desired, the DEVELOPER or his contractor shall make a written request for connection of the extension to the DISTRICT's System. All connections to the existing system shall be made by the DISTRICT. No connections to the existing System shall be made until all testing and flushing of the new line is completed. Testing of the new extension shall be at a time specified by the DISTRICT and shall be conducted in the presence of the DISTRICT's Engineer and /or his authorized representatives. Where connections to the DISTRICT's water system would, in the opinion of the DISTRICT, create unacceptable disruption of service, such connection shall be made by live tap. The DEVELOPER shall be responsible for all associated costs to accomplish the connections to the existing water system.

**16. CONDITION PRECEDENT**

DISTRICT's obligation to permit connection of the extension to the DISTRICT's system, or to provide water service to the DEVELOPER's property shall not arise until DEVELOPER has complied with all terms and conditions of the extension documents, and all applicable resolutions of the DISTRICT, including payment of all fees and charges.

The DISTRICT shall not be obligated to provide water service to the property herein described if the construction by third parties of facilities to be deeded to the DISTRICT has not been completed and title accepted by the DISTRICT if said third party facilities are necessary to provide water service to the real property to be served.

**17. ACCEPTANCE FOR USE AND OPERATION**

At such time as the extension is partially completed but is not ready for acceptance of title by the DISTRICT by reason of other incomplete plat improvements, and one or more residences to be served are in need of water service and the DISTRICT is satisfied that the extension will be completed, the DISTRICT may, but is not required to, accept the extension or a portion thereof on conditions it shall determine in its sole discretion for use and operation only and authorize temporary water service to designated residences. In order to insure that the DEVELOPER will complete the system in the entire subdivision or specific phase thereof for which this application is filed the DISTRICT reserves the right to designate the number of residences or other structures which can be connected to the system for temporary service upon acceptance of a partially completed system for use and operation by the DISTRICT, and also reserves the right to refuse to connection all residences or other structures to the water system as installed until the DISTRICT can be assured that the system will be completed in accordance with this application.

Application for use and operation of the partially completed water extension shall be satisfactory completion of the following:

- A. Pressure tests on all lines in the System; and
- B. Sanitary testing and acceptable test results of water samples taken a representative points; and
- C. Inspection and approval by the DISTRICT Engineer of the System for use and operation in accordance with the approved plans and specifications.

After satisfactory completion of the testing and inspection provided for in the preceding paragraphs and acceptance of the water system for use and operation only, the DISTRICT may connect such extension to the water system and furnish temporary water service to such residences as it may designate, which residences shall be subject to the charges and subject to all resolutions, rules, regulations, and policies of the DISTRICT.

**18. FINAL ACCEPTANCE**

The DISTRICT agrees to accept title to the extension at such time as obligations of DEVELOPER in the extension documents have been completed and the DISTRICT's Engineer has made final inspection and given approval of the system as having been completed in accordance with the plans and specifications.

Prior to such acceptance, the DEVELOPER shall execute and deliver to the DISTRICT a Bill of Sale for the extension in the form furnished by the DISTRICT containing the warranty set forth in the General Conditions, Paragraph 23, entitled "Warranties of DEVELOPER". Upon acceptance of the title by the DISTRICT, said extension shall be the property of the DISTRICT and subject to the control, use, and operation of the DISTRICT and all regulations applicable to service and charges as established by the DISTRICT from time to time.

Such acceptance by the DISTRICT shall not relieve the DEVELOPER of the obligations to correct defects in labor and/or materials as provided in the extension documents nor DEVELOPER's obligation to defend, indemnify and hold harmless from liability to third parties as provided herein. After acceptance of the extension by the DISTRICT, the DEVELOPER must furnish a maintenance bond in the form contained in the extension documents which shall continue in force from the date of acceptance and transfer of title for a period of two (2) years. The maintenance bond shall be in an amount equal to ten percent (10%) of the cost of said extension, or a minimum of Two Thousand Dollars (\$2,000.00).

**19. LIMITATION OF PERIOD FOR ACCEPTANCE**

- A. Completion

The extension shall be complete and accepted within one year of date of acceptance of this application by the DISTRICT.

B. Failure to Commence Construction

In the event the DEVELOPER, after the receipt of approved construction plans has not commenced construction and posted the required performance bond, and, if DISTRICT determines, in its absolute discretion, that it is necessary that the DEVELOPER extension be completed in order that the DISTRICT can provide water service to other property and completion of the extension is necessary to provide water service to other property, then in such event, the DISTRICT may give the DEVELOPER and additional owners notice (by certified mail to the addresses shown herein) that construction of the water system improvements must be commenced within sixty (60) calendar days of mailing said notice. If construction is not commenced within the time specified in said notice, the DISTRICT may, at its discretion, determine that this AGREEMENT is terminated. In such event, the DISTRICT shall retain all payments and deposits made by the DEVELOPER to the DISTRICT and the DISTRICT may proceed with construction of the water system improvements within the area described in the DEVELOPER extension. If delay in plans is occasioned by failure of the DEVELOPER to provide necessary data to the DISTRICT's Engineer for a period of thirty (30) days after notice, then this AGREEMENT likewise can be terminated and the DISTRICT may proceed with construction of the improvements.

C. Failure to Complete Construction

If the extension is not completed and accepted within one year from the date this application was accepted by the DISTRICT, the DEVELOPER's rights under this agreement shall cease and no water service shall be connected to such extension thereafter unless DISTRICT consents to the renewal of the existing Application or DEVELOPER shall make a new Application, in either event, the DEVELOPER may be required to pay additional administrative fees and additional legal, engineering, and inspection costs as determined by the DISTRICT.

In the event no new application or renewal of the existing application is made, the DISTRICT may proceed to require completion of construction under the provision of the DEVELOPER's Performance Bond, if so determined, in the sole discretion of the DISTRICT.

20. REIMBURSEMENT AGREEMENT

If in the process of extending water to the DEVELOPER'S property, the DEVELOPER has made improvements to the DISTRICT'S water system which would qualify for reimbursement from the adjacent property owners, the DEVELOPER may be entitled to a reimbursement through the establishment of a connection charge for a portion of the improvement costs from future connections to the subject improvements by such adjacent property owners. Eligibility for reimbursement from future connections to the subject water main will be made at the sole discretion of the DISTRICT. No reimbursement will be given for properties within the DEVELOPER'S project.

A. Procedure for Reimbursement

The DEVELOPER shall notify the DISTRICT by letter, no later than 90 days after acceptance of the water main, of the DEVELOPER'S request to file for a Reimbursement Agreement. All Reimbursement Agreements will be developed on a pro rata basis as determined by the DISTRICT. The DEVELOPER shall provide to the DISTRICT, as part of the reimbursement request, the following information:

1. Completed reimbursement agreement form.
2. A meets and bounds legal description and a map showing the subject properties which are to be included within the proposed reimbursement area. The map shall indicate the Douglas County Assessor's tax lot information and shall include the names and addresses of the current registered owners for those lots.
3. Documentation supporting the costs for construction of the water main including any indirect costs for legal, engineering, surveying, and administrative fees.

4. A summary of all costs and a list of improvements to be considered for reimbursement.
5. A summary sheet designating the tax lot number, name, and address of the legal owner, and associated reimbursement cost.

This documentation shall be provided to the DISTRICT for use in determining the eligibility of the proposed reimbursement costs. This information along with the completed Reimbursement Agreement form shall be completed by the DEVELOPER for review by the DISTRICT.

B. District Costs

All costs incurred by the DISTRICT for review of the Reimbursement Agreement, including related engineering and legal review costs, shall be borne solely by the DEVELOPER. Upon review and acceptance by the DISTRICT, it will be the responsibility of the DEVELOPER for all filing and recording costs of the Reimbursement Agreement.

C. Terms of Reimbursement

The District shall reimburse the Developer in the amount of the total Connection Charges actually received by the District during the term of this Agreement from owners of parcels of Benefited Property who connect to the Extension. At the time of hookup, the District will collect and keep an administrative fee calculated at five percent (5%) of the Connection Charge, which amount is in addition to and separate from the Connection charge to reimburse the District for administering the Reimbursement Agreement. The total reimbursed by the District hereunder to the Developer shall not exceed the Reimbursable Amount, and shall be payable only from such Connection Charges received during the term of this Agreement and not any other revenues of the District. The Reimbursement Agreement shall terminate upon the earlier of ten (10) years from its effective date or when the Owners, or their successors or assigns, shall have been fully reimbursed as provided herein.

D. Limitations on District Obligations

The District's obligations hereunder shall be to make reimbursements to the Developer from connection charges as provided herein, and the District shall have no other obligation to the Developer with respect to the Extension and the Reimbursable Facilities under the Reimbursement Agreement. By entering into the Reimbursement Agreement the District does not in any way warrant or guarantee the validity or collectability of any connection charge and the risk that such charge may prove to be uncollectable rests solely with the Developer. The District further reserves the right to interplead any dispute to Douglas County Superior Court and in such action the District shall be entitled to recover its attorney's fees and associated costs.

E. Recording

The District and the Developer agree that the terms, covenants and provisions of the Reimbursement Agreement shall run with and be a burden upon the real property described in the Reimbursement Agreement and that the Reimbursement Agreement or a memorandum thereof shall be recorded in the Office of the Douglas County Auditor or other appropriate governmental office. It shall be the responsibility of the Developer for filing and recording the Reimbursement Agreement.

F. Nonexclusive Connection Charge

The connection charge established under the Reimbursement Agreement shall be nonexclusive, and shall not prevent the District from imposing additional connection charges upon the Owners of benefited property.

21. **WARRANTY OF AUTHORITY**

The undersigned DEVELOPER and additional owners warrant that they constitute the owners of all of the DEVELOPER's property and upon request of the DISTRICT agree to provide title insurance, at the DISTRICT's option and at the DEVELOPER's sole cost and expense, establishing to the satisfaction of the DISTRICT that the parties executing this application constitute the owners of all the real property described and have the authority to execute this agreement with respect to said real property.

22. **GENERAL**

- A. All exhibits referred to above are, by this reference, incorporated herein.
- B. In the event that this application is referred or placed into the hands of attorneys by the DISTRICT for review and/or enforcement of any portion, or if suit is instituted with respect to this application; then, in either event, the DEVELOPER and Additional owner shall pay reasonable attorneys' fees as may be incurred by the DISTRICT or awarded by the Court, court costs, and all expenses in connection therewith as may be incurred by the DISTRICT.
- C. The parties agree that all terms, covenants, and conditions of this Developer Extension Agreement (including the application and conditions) shall be binding upon and inure to the benefit of their heirs, assigns, and successors.
- D. Severability. If any provision of this agreement or the application of this agreement to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this agreement and the application of the provisions of the agreement to any other party or circumstance shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

23. **LEGAL SERVICES**

All legal services rendered by the DISTRICT's attorneys are rendered to the DISTRICT and not the DEVELOPER. The charges for legal service herein are to reimburse the DISTRICT for legal services it obtains in conjunction with this application and in administering the extension process. The DEVELOPER is encouraged to obtain its own counsel at any time during the extension process.

DATED at \_\_\_\_\_, Washington, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

DEVELOPER: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Additional Owners

Upon compliance with the terms and conditions of the application and contract documents furnished by the DISTRICT to the above-named DEVELOPER, the East Wenatchee Water DISTRICT will accept said extension permit connections thereto, and provide water service through the extension to retail customers, subject to and in accordance with applicable laws, rules, regulations, and resolutions and policies of the DISTRICT.

EAST WENATCHEE WATER DISTRICT  
Douglas County, Washington

By: \_\_\_\_\_

Name of Extension \_\_\_\_\_

PERFORMANCE AND GUARANTEE BOND  
(For DEVELOPER Projects)

KNOW ALL MEN BY THESE PRESENTS: That whereas, East Wenatchee Water District, Douglas County, Washington, a municipal corporation, hereinafter designated as the "DISTRICT", has entered into an application dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with \_\_\_\_\_, hereinafter designated as the "DEVELOPER", whereby the DEVELOPER has applied to the DISTRICT for permission and authority to install water improvements consisting of extensions to the water system as therein described, which agreement is on file in the DISTRICT office and by this reference is made a part thereof; and

WHEREAS, said DEVELOPER and his contractor is required, under the terms of said agreement to furnish the DISTRICT a bond for the faithful performance of said agreement in accordance with the conditions hereafter set forth, NOW, THEREFORE,

We, the undersigned DEVELOPER and contractor, as principal, and \_\_\_\_\_, a corporation organized and existing by virtue of the laws of the State of \_\_\_\_\_, and duly authorized to do a surety business in the State of Washington, as surety, are held and firmly bound unto the State of Washington, and said DISTRICT in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), for the payment of which we do jointly and severally bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that if the said principal, or his (or its) representatives, heirs, successors, and assigns shall well and truly keep and observe all of the covenants and conditions and agreements in said contract and shall faithfully perform all the provisions of the contract and pay all laborers, mechanics, subcontractor, and material men and all persons who shall supply such person or subcontractors with provisions and supplies for carrying on such work and all legal, engineering and other professional fees and other costs and charges incurred or made by the DISTRICT and shall indemnify and save harmless the DISTRICT, its officers and agents, from any pecuniary loss resulting from the breach of any of said terms, covenants, and conditions to be performed by the principal;

AND FURTHER, that the principal will correct or replace any defective work or materials discovered by the said DISTRICT within a period of two years from the date of acceptance of such work by said DISTRICT, then become null and void; otherwise, it shall be and remain in full force and effect.

No change, extension of time, alteration or addition to the work to be performed under the agreement shall, in any way, affect principal's or surety's obligation on this bond and surety does hereby waive notice of any change, extension of time, alteration or additions thereunder.

This bond is furnished pursuant to the requirements of Section 39.08.010 et. seq. of the Revised Code of Washington and, pursuant to the requirements of the aforesaid application and in addition to the requirements of the aforesaid sections of the Revised Code of Washington, is made, executed, and delivered by the principal and surety to the DISTRICT for the use and benefit of said DISTRICT, together with all laborers, mechanics, subcontractors, material men, and all persons who supply such person or subcontractors with provisions and supplies for the carrying on of the work covered by the agreement, irrespective of whether or not such work is deemed to be "public work", within the purview of said Revised Code of Washington.

IN WITNESS WHEREOF, the said principal and the said surety have caused this bond to be signed and sealed by their duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Principal (DEVELOPER)

By \_\_\_\_\_

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

\_\_\_\_\_  
Surety

BOND NO. \_\_\_\_\_

**MAINTENANCE BOND**

**EAST WENATCHEE WATER DISTRICT**

P.O. Box 7190  
East Wenatchee, WA 98802

DEVELOPER: \_\_\_\_\_

Surety: \_\_\_\_\_

Amount: \_\_\_\_\_

Project Name: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_ as Principal,  
and \_\_\_\_\_, as Surety, are held firmly bound unto EAST WENATCHEE WATER DISTRICT, as  
Obligee, in the full and just sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), for the payment of which sum, well and truly to be  
made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The above sum is  
certified to be equal to ten percent (10%) of the cost of said extension, or a minimum of Two Thousand Dollars (\$2,000.00), whichever is greater.

WHEREAS, the said construction of the extension has been completed, and the work was accepted on \_\_\_\_\_.

WHEREAS, said application and extension documents provide that the principal will furnish a bond conditioned to guarantee against all defects in  
workmanship and materials discovered by the DISTRICT for a period of two years after the date of final acceptance of said Water Extension by the  
DISTRICT, and

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if within two (2) years from the date of approval of the said  
water extension, the work done under the terms of said application and extension documents shall disclose defects in workmanship in the execution of said  
work, and the carrying out of the terms of said extension documents, or it shall appear that defective materials were furnished thereunder, then this obligation  
shall remain in full force and effect, otherwise this instrument shall be void.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

_____	_____
_____	_____
Surety	Principal

By: \_\_\_\_\_  
Attorney-in-Fact

**DESIGN AND FORMAT STANDARDS  
FOR PREPARATION OF DEVELOPER EXTENSION  
CONSTRUCTION PLANS AND SPECIFICATIONS**

1. GENERAL

The following standards are to be followed in the design of extensions to the water system of the DISTRICT and in the preparation of plans and specifications for the construction of these extensions. These standards are to be followed except where specific deviations are approved by the DISTRICT. Construction materials and procedures and construction details shall comply with the Standards and Details for Construction of Public Works Projects as prepared by the Washington State Department of Transportation and the Washington State Chapter of the American Public Works Association except as revised or modified by the DISTRICT.

2. PRE-DESIGN CONFERENCE

When the DEVELOPER proposes to design and to prepare construction plans using his own engineer, a pre-design conference with the DISTRICT and the DISTRICT's engineer is recommended to assure there is a clear understanding of the DISTRICT Standards and the specific improvements required to extend the DISTRICT water system to serve the DEVELOPER's property.

3. DESIGN STANDARDS

The design of water extensions shall be consistent with the DISTRICT's approved Water Comprehensive Plan, District's standard details, the regulations and standards of the Department of Ecology, Department of Health, Department of Social and Health Services, Douglas County Fire Marshall and all other applicable State, County, and Local agency standard regulations. Specific standards established by the DISTRICT are as follows:

Water System

- A. Minimum size for all water mains shall be 8-inches except where the water main is permanently dead ended with no future potential for extension, is less than 300 feet in length, and does not include a fire hydrant.
- B. All water service lines shall be 1" or larger. Dual services are allowed.
- C. Water mains shall be located at a uniform 10 feet north and east of centerline unless otherwise approved by the District. Fittings will be used when necessary to maintain, as closely as possible, the uniform offset from centerline.
- D. Where ever possible, valves shall be clustered at the tee or crosses of connecting intersecting water lines. Full valve clusters are required.
- E. All fittings, fire hydrants and other appurtenances shall be located on the plans by street centerline station and offset.
- F. All water mains 4 inches and larger shall be ductile iron pipe. The ductile iron pipe shall be class 50 except where trench, backfill and loading dictate a stronger class pipe. Class 52 shall be used in areas where pressures are 150 psi and greater.
- G. The locations and size of oversized mains or special structures such as a pressure reducing station shall be designated by the DISTRICT Engineer.
- H. Water lines shall be looped and dead-end lines avoided if possible.
- I. Water lines shall be extended to the boundaries of the property being served providing access to all adjacent properties that will require future service.
- J. All water service lines are to be located along the street-side of the lot and installed at 90° to the water main and street centerline.
- K. Waterlines shall be located in Public Right-of-Ways whenever possible.
- L. The bury for all waterlines shall be 48-inches minimum and 54 inches maximum as measured from the top of the pipe to top of the subgrade. Whenever excavation or fill changes the cover over an existing waterline then, at the discretion of the DISTRICT, the water main may be required to be replaced to the specified grade.
- M. Water and sanitary sewer mains separation shall conform to Department of Ecology Standards. For all other utilities, the water main shall have a minimum separation of 36-inches, unless waived by the DISTRICT.
- N. A fire hydrant shall be installed at all dead-end cul-de-sacs to improve water quality and facilitate testing.
- O. Extensions which are not to the benefit of the District shall be private and isolated from the system with a double check detector assembly.

4. EASEMENTS/RIGHT-OF-WAYS

Whenever water lines are located outside of public streets, the right-of-way or easement shall be of sufficient width to allow for future replacement of the facility without damage to permanent adjacent improvements. In general, if the water line is located in the center of the right-of-way or easement, its minimum width shall be 20 feet. Special circumstances may require additional easement widths. A graveled vehicular access road shall be provided over the easement, unless waived by the DISTRICT. Easements must be shown on the water plan and recorded on the plat.

5. CONSTRUCTION DRAWING FORMATS

The DISTRICT desires to maintain a consistent format to its construction drawings and, therefore, requires that all construction drawings conform to the following format unless exceptions are approved in advance by the DISTRICT and/or DISTRICT's Engineer.

The following format and requirements are minimum for normal type system extensions. Unusual or special facilities or construction requirements may dictate additional drawings and drawing requirements.

- A. Sheet size: 24" x 36"
- B. Water Plan: a separate construction plan is required at a standard engineering scale, showing all existing or proposed utilities, existing or proposed street surfacing and improvements, street centerline and stationing, street right-of-way margins, street names, legal identifications of properties such as lot number or tax lot number, section subdivision lines, all property lines and all water or other utility easements and rights-of-way.
  - 1. All Water Plans shall show the following information:
    - a. Size, material, location and length of each water main. Length measured between fittings or appurtenances.
    - b. Station and offset to all fittings and valves and listing of each fitting and the type of connection, i.e., flanges (FL), mechanical joint (MJ), etc.
    - c. Station and offset to all appurtenances such as fire hydrants, blow off and air vacuum release assemblies.
    - d. Details showing how the connection to the existing water system is to be made and how the new mains are to be tested and sampled for bacteriological analysis prior to connection.
    - e. Location of all water services and whether the service is a double or single.
- C. Water Profile: A drawing showing the vertical profile will be required for water lines. The scale of these drawings shall be a standard engineering scale with an appropriate vertical exaggeration. Other utilities (sanitary sewer, storm drain, etc.) shall also be shown on the profile.
- D. Construction: The Owner shall use licensed and bonded Contractors to do all water system related work. After the Plans have been approved a pre-construction conference will be held prior to field construction beginning.
- E. After construction, the Owner shall submit to the District a revised Plan showing all field changes in both mylar and an electronic file of the CAD drawing. Water service will not be provided until an as-built record has been received.

EAST WENATCHEE WATER DISTRICT  
Douglas County, Washington

**GENERAL CONDITIONS  
FOR EXTENSIONS CONSTRUCTED BY DEVELOPERS**

**1. SCOPE**

Set forth below are general conditions to all applications for extension of the DISTRICT's water system by DEVELOPER's. Reference to, or requirements for, non-applicable conditions for any particular application will be construed to have no meaning relative to the performance of such work. All other conditions shall be strictly followed.

**2. DEFINITIONS**

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

- A. "Application" or "This Application": The application for permission to construct an extension to the water system executed by the DEVELOPER and the DISTRICT of which these General Conditions are an integral part.
- B. "Extension Documents": The Extension Documents shall consist of the following. In cases of conflict in provisions, the first mentioned shall have precedence:
1. Application for permission to construct extension to the 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. Standards and Details (water)
  9. Reference Specifications
  10. Performance Bond
  11. Maintenance Bond
  12. Design and Format Standards
- C. "DISTRICT": East Wenatchee Water District of Douglas County, Washington.
- D. "DEVELOPER": The person, partnership, firm, or corporation having filed an application with the DISTRICT to cause the installation of water improvements to become a part of the DISTRICT water system. The term shall also include the DEVELOPER's agents, employees, and subcontractors. For purposes of notice, the DEVELOPER address is shown in the application.
- E. "Engineer": The consulting engineer or his duly authorized personnel acting as agents for the DISTRICT in the administration of this Application, for the benefit of the DISTRICT in accordance with the Extension Documents.
- F. "Extension": The system of water mains and appurtenances or other water system improvements to be constructed in whole or in part pursuant to this Application.
- G. "Plans": The plans shall mean all official drawings or reproductions of drawings made or to be made pertaining to the work provided for in the Application or to any structure connected therewith.
- H. "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 or method of performance and the manner and method of measurements and payments. 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.

- I. "Work": The work necessary to manufacture and deliver the machinery, equipment, and material and/or furnish all labor, tools, material, 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 Application and the act of constructing or erecting such structures complete.
- J. "Material or Materials": These words shall be construed to embrace machinery, manufactured articles, materials of construction (fabricated or otherwise), and any other classes of material to be furnished in connection with the contract.
- K. "Equipment": The machinery, accessories, appurtenances, and manufactured articles to be furnished and/or installed under the contract.
- L. "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.
- M. "Or Equal": Any manufactured article, material, method, or work which, in the opinion of the Engineer, is equally desirable or suitable for the purposes intended in these specifications and the Contract as compared with similar articles specifically mentioned herein.
- N. "Contract Drawings" or "Drawings". All drawings or plans prepared by the Engineer or prepared by the DEVELOPER and approved by the Engineer.
- O. "Details" or "Additional Drawings": All details or drawings prepared and issued by the Engineer subsequent to the signing of the contract for further explanation or amplification of the Contract Documents or for revision of same, all as herein provided.
- P. "Supplemental Drawings and Instructions": The Engineer may furnish with reasonable promptness, at his sole discretion upon written request by the DEVELOPER, 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.
- Q. "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.
- R. "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, requirements, 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 the words of like import shall mean approval of or acceptable to the DISTRICT and the Engineer.
- S. "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.
- T. "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 or DEVELOPER for maintaining horizontal and vertical control of the work.

### 3. **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 material or performing work, report in writing to the Engineer any error, inconsistency, or omission in respect to design, mode, or construction or cost which he may discover. If the DEVELOPER, in the course of this study or in the accomplishment of the work, finds any discrepancy between 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 his duty to inform the Engineer immediately in writing, and the Engineer shall promptly check the same. Any work done after such discovery will be done at the DEVELOPER's risk.

**4. STATUS OF ENGINEER**

- A. The Engineer shall have general supervision and direction of the work, provided, however, nothing contained herein or elsewhere in the Extension Documents shall be construed as required the Engineer to direct the method or manner of performing any work by the DEVELOPER under this contract. The Engineer has the authority to stop work whenever, in his opinion, such stoppage may be necessary to ensure proper execution of the contract. The Engineer may also reject all work and materials which, in his opinion, do not conform to the contract.
- B. It is understood and agreed by and between the parties hereto that the work (except the method or manner of performing the work) included in the application is to be done under the general supervision and to the complete satisfaction of the Engineer, or his duly authorized representative, and the decision of the Engineer as to the true interpretation and meaning of the application, plans, 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 be acceptable fulfillment and performance of the Application 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 his obligations or liabilities under the application.
- E. Neither the Engineer nor his representatives have the authority to waive the obligation of the DEVELOPER to perform work in accordance with the Extension Documents. Failure or omission on the part of the Engineer or his representatives to condemn unsuitable, inferior, or defective work and/or labor or material or equipment furnished under the application shall not release the DEVELOPER or his bond from performing the work in accordance with the Extension Documents.

**5. SURVEYS, PERMITS, LAWS, AND REGULATIONS**

- A. The DEVELOPER shall furnish all property boundary surveys unless other wise specified. Permits, permission under franchises, licenses, and bonds of a temporary nature necessary for the prosecution of the work, and inspection fees in connection therewith shall be secured and paid for by the DEVELOPER. Where the DISTRICT is required to secure such permits, permission under franchises, and licenses and bonds and to pay the fees, the costs incurred by the DISTRICT shall be reimbursed to the DISTRICT by the DEVELOPER.
- B. The DEVELOPER shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work required by the Extension Documents. If the DEVELOPER observed that the Extension Documents, or any part thereof, are inconsistent or at variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be made as provided in the Application for changes in the work. If the DEVELOPER performs any work contrary to such laws, ordinances, rules and regulations, or prior to obtaining permits, permission under franchises, licenses, and/or bonds as required to be furnished by or obtained by the DISTRICT, he does so at his own risk.

**6. CONSTRUCTION STAKING**

The DEVELOPER shall, at DEVELOPER's sole expense, furnish all construction points, stakes, and instructions necessary to control the horizontal and vertical placement of all facilities to be constructed by the DEVELOPER pursuant to the application. The DEVELOPER shall not proceed to place any construction points or stakes until written notification from the DISTRICT or the Engineer that the DEVELOPER may proceed with construction under the application. Construction points, stakes and instructions to be provided by DEVELOPER shall meet the following minimum requirements:

A. Water Extension

1. Horizontal location of all water mains at 50 foot stations offset 10 feet from the water main location.
2. The location of and two direction 10 foot offsets to locate all pipe intersections, cast iron bends, valves, hydrants, blow off assemblies, and air and vacuum assemblies.
3. A stake at the edge of the public right-of-way, easement or other right-of-way adjacent the water main marking the horizontal locations of all water service meter box assemblies.
4. Sufficient horizontal and vertical reference marks to accurately locate and construct all other water facilities and structures such as pressure reducing stations.

The DEVELOPER shall perform all property surveys necessary for placement of the construction stakes including surveys of easements. The DEVELOPER shall provide to the DISTRICT drawings showing the bearing and dimensions of all property lines, ties to adjacent subdivisions and section control and the calculated closure of all control traverses. All surveying and construction staking shall be performed by a professional land surveyor licensed in the State of Washington.

7. INSPECTION AND TESTS

- A. Inspection of the work by the DISTRICT and its authorized agents shall be strictly for the benefit of the DISTRICT, and nothing contained herein shall be construed to relieve the DEVELOPER of his obligations under this application.
- B. The Engineer and his representatives shall, at all times, have access to the work for the purpose of inspecting and testing wherever it is in preparation or progress, and the DEVELOPER shall provide proper facilities for such access and for such inspection and testing.
- C. If any work should be covered up without approval or consent of the Engineer; it must, if required by the Engineer, be uncovered for inspection at the DEVELOPER's expense.
- D. Re-examination of questioned work may be ordered by the Engineer; and, if so ordered, the work shall be uncovered by the DEVELOPER. If such work be found by the Engineer to be in accordance with the Extension Documents, the DISTRICT shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Extension Documents, the DEVELOPER shall pay such costs.
- E. The DEVELOPER shall make tests of the work as required by the Engineer at the DEVELOPER's expense and shall maintain a record of such tests.
- F. For a performance test to be observed by the Engineer, the DEVELOPER shall make whatever preliminary test are necessary to assure that the material and/or equipment are in accordance with the specifications. If, for any reason, the test observed by the Engineer is unsatisfactory, the DEVELOPER shall pay all costs incurred by the Engineer for the inspection and supervision of all further testing.
- G. Where work is performed other than during the normal 40-hours week, the DEVELOPER shall pay additional costs of DISTRICT for inspection and supervision.
- H. Where the specifications, the Engineer's instructions, laws, ordinances, or any government authority require any work to be specifically tested or inspected, the DEVELOPER shall give the Engineer timely notice of the date fixed for such inspection. Required certificates of inspection by other authority than the Engineer shall be secured by the DEVELOPER.
- I. Inspection during construction will be provided as deemed necessary by the Engineer.
- J. Written notice of deficiencies, adequately describing the same, shall be given to the DEVELOPER upon completion of each inspection, and the DEVELOPER shall correct these deficiencies within seven (7) days of notice thereof and before final inspection will be made by the Engineer.
- K. A representative of the DEVELOPER or the DEVELOPER's contractor shall arrange a time with and accompany the Engineer on the final inspection and subsequent inspections, if required, thereafter.
- L. Deficiencies discovered at the final inspection shall be corrected within seven (7) days notice thereof and, in no instance, shall service be provided until said deficiencies are corrected and the extension passes re-inspection.

- M. A deposit to cover all costs, including actual construction, engineering, and administration, may be required at the discretion of the DISTRICT to cover correction of deficiencies discovered at the final inspection.
- N. All costs incurred by the DISTRICT for inspection, including the fees and charges of its Engineer, except as specifically provided for in this section, shall be paid by the DEVELOPER, and a deposit, therefore, for this may be required in advance by the DISTRICT.
- O. Neither inspection nor acceptance by the DISTRICT shall relieve the DEVELOPER of any responsibility or liability, whether to the DISTRICT or others, provided in the Extension Documents.

**8. PLANS AND SPECIFICATIONS ACCESSIBLE**

- A. The DEVELOPER shall be furnished three (3) copies of plans and specifications and shall keep at least one (1) copy of the same constantly accessible at the construction site.
- B. Where shop drawings are required to be submitted for acceptance, one (1) copy of the approved shop drawings shall be kept constantly accessible at the construction site.

**9. OWNERSHIP OF DRAWINGS**

All drawings, specifications and copies thereof prepared or furnished by the Engineer are his property. They are not to be used on other work and, with the exception of the signed application, are to be returned to him upon completion of the work.

**10. INSURANCE**

The DEVELOPER shall carry liability and property damage insurance covering all work under this application, including that done by subcontractors. This insurance shall name the DISTRICT and the Engineer as co-insureds and shall be primary coverage with any insurance carried by the DISTRICT classified as additional coverage. Unless otherwise specified, this insurance shall be carried as follows: Bodily Injury, each person - \$500,000, each accident - \$1,000,000; Property Damage, each accident - \$500,000.

**11. MATERIAL AND EQUIPMENT; MATERIAL AND EQUIPMENT LIST**

- A. Material and equipment shall be new and shall be specified in the extension documents or, if not specified, shall be of a quality approved by the Engineer. All materials and equipment furnished are warranted by the DEVELOPER as new and as in compliance with the plans and specifications, if specified therein, and as suitable for the intended purpose. In addition thereto, the DEVELOPER shall furnish the DISTRICT with copies of the supplier's warranty and adopt the same as the warranty of the DEVELOPERS and shall also be liable thereon to the DISTRICT.
- B. The DEVELOPER shall file three (3) copies of materials and equipment list with the Engineer prior to proceeding with construction. This list shall include the quantity, manufacturer and model number, if applicable, of materials and equipment to be installed under the application. This list will be checked by the Engineer as to conformity with the plans and specifications. The Engineer will pass upon the list with reasonable promptness, making required corrections.

The DEVELOPER shall make any required corrections and file two (2) corrected copies with the Engineer within one week after receipt of required corrections. The Engineer's review and acceptance of the lists shall not relieve the DEVELOPER from responsibility for deviations from the drawings and specifications or warranty for suitability for the intended purpose unless the DEVELOPER has, in writing, called the Engineer's attention to such deviations at the time of submittal and secured the Engineer's written approval for such deviation.

**12. SHOP DRAWINGS**

The DEVELOPER shall check and verify all field measures. He shall submit with such promptness as to cause no delay in his 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 pass upon 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 deviation 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.

**13. CUTTING AND FITTING**

The DEVELOPER shall do all cutting and fitting of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other DEVELOPERS or contractors shown or reasonably implied by the drawings and specifications for the completed structure, and the DEVELOPER shall restore all surfaces damaged by cutting and fitting as the Engineer may direct.

**14. LABOR, MATERIALS, EQUIPMENT, FACILITIES, AND WORKMEN**

- A. The DEVELOPER shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work, except as otherwise stipulated in the Extension Documents.
- B. The DEVELOPER shall, at all times, enforce strict discipline and good order among his employees and shall not employ on the work any person unfit or not skilled in the work assigned to him. Employees or agents of the DEVELOPER who, in the opinion of the Engineer, may impair the quality of the work shall forthwith be discharged by the DEVELOPER upon the written request of the Engineer.
- C. During the term of this application, neither party shall employ nor hire any employee of the other party, nor of the Engineer, without the written consent of the other party or of the Engineer. The DEVELOPER shall not use any work performed or any information obtained from any employee hired in violation of this provision in making a claim against the DISTRICT or Engineer and shall be liable to the DISTRICT, as liquidated damages, in an amount equal to double the amount of salary or wages paid to any such employees so hired in violation hereof.
- D. Necessary sanitation conveniences for the use of workmen on the job, properly secluded from public observation, shall be provided and maintained by the DEVELOPER.

**15. SAMPLES**

The DEVELOPER shall furnish for approval all samples as directed by the Engineer. The finished work shall be in accordance with approved samples. Approval of samples by the Engineer does not relieve the DEVELOPER of performance of the work in accordance with the Extension Documents.

**16. DETERMINATION OF "OR EQUAL"**

The Engineer shall be the sole judge of the questions of "or equal" of any supplies or materials proposed by the DEVELOPER. The DEVELOPER shall pay to the DISTRICT the cost of tests and evaluation by the Engineer to determine acceptability of alternatives proposed by the DEVELOPER, in accordance with the established rates of the Engineer for time and expense work.

**17. ROYALTIES AND PATENTS**

The DEVELOPER shall defend, indemnify and hold the DISTRICT harmless for all claims and/or suits brought against the DISTRICT by reason of infringement of patent rights or license on any material, machine, appliance, or process that he may use on the work or incorporate into the finished job except where specifically exempted by Special Provisions. Such indemnity shall include the costs of defense by an attorney of DISTRICT's choice.

**18. PAYMENT OF PREVAILING WAGES**

The DEVELOPER shall pay prevailing wages to workmen, laborers, and mechanics as provided in accordance with all applicable laws, rules, and regulations.

**19. PROTECTION OF WORK AND PROPERTY AND SAFETY**

- A. DEVELOPER shall continuously maintain adequate protection of the work from damage and shall protect DISTRICT's property from injury or loss arising in connection with or during the existence of this application. DEVELOPER shall make good any such damage, injury, or loss, except as may be directly due to errors in the Extension Documents or caused by agents or employees of the DISTRICT. He shall adequately protect adjacent property from damage or loss occasioned by performance of the work. He shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority or local conditions.
- B. DEVELOPER shall bear the risk of loss or damage for all finished or partially finished work until the entire extension is accepted by the DISTRICT.
- C. DEVELOPER shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building codes. We shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for protection of workmen and the public, shall post danger signs warning against known or unusual hazards; and he shall designate a responsible member of his organization on the construction site whose duty shall be the prevention of accidents. The name and position of such person so designated shall be reported in writing to the Engineer by the DEVELOPER.

**20. EXISTING UTILITIES OR OBSTRUCTIONS**

- A. DEVELOPER shall not enter upon or place materials on other private premises except by written consent of the individual owners, and he shall save DISTRICT harmless from all suits and actions of every kind and description that may result from his use of private property.
- B. Underground utilities of record shall be shown on the construction plans insofar as it is possible to do so. These, however, are shown for convenience only, and DISTRICT assumes no responsibility for improper locations or failure to show utility locations on the construction plans.
- C. DEVELOPER shall take adequate precautions to protect existing lawns, trees, and shrubs outside rights-of-way, sidewalks, curbs, pavements, utilities, adjoining property, and structures, and to avoid damage thereto caused by his operations to the satisfaction of the Engineer, except as otherwise provided in the Extension Documents.

**21. REPLACING IMPROVEMENTS**

Whenever it is necessary, in the course of construction, to remove or disturb culverts, driveways, roadways, pipelines, monuments, property stakes, or other existing improvements, without limiting the generality thereof and whether on private or public property, they shall be replaced to a condition equal to that existing before they were so removed and disturbed.

**22. SUPERINTENDENCE AND SUPERVISION**

The DEVELOPER shall keep on the construction site during the progress of the work a competent superintendent and any necessary assistants, all satisfactory too the Engineer. The superintendent shall not be changed except with the consent of the Engineer unless the superintendent proves to be unsatisfactory to the DEVELOPER and ceases to be in his employ. The superintendent shall represent the DEVELOPER in his absence, and all directions given to the superintendent shall be as binding as though given to the DEVELOPER. Instructions to the DEVELOPER shall be confirmed in writing upon his request in each case. The DEVELOPER shall give efficient supervision to the work, using his best skill and attention.

**23. WARRANTIES OF DEVELOPER**

Upon completion of the extension work and approval thereof by the DISTRICT and simultaneously with the acceptance of the title by the DISTRICT, the DEVELOPER warrants to the DISTRICT as follows:

- A. That the DEVELOPER is the owner of the property and the same is free and clear of all encumbrances and that the DEVELOPER has good right and authority to transfer title thereto to the DISTRICT and will defend the title of the DISTRICT against the claims of all third parties claiming to own the same or claiming an encumbrance against the same; and
- B. That the water extension is in proper working condition, order, and repair and that it is adequate and fit for the intended purpose of use as a water system and as an integral part of the water system of the DISTRICT; and
- C. That for a period of two years from the date of final acceptance and transfer of title of the extension to the DISTRICT, all parts of the extension shall remain in proper working condition, order and repair except where abused or neglected by the DISTRICT; and the DEVELOPER shall repair or replace, at its own expense, any work or material which may prove to be defective during the period of this warranty. The DEVELOPER shall obtain warranties and guaranties from its subcontractors and/or suppliers where such warranties or guaranties are specifically required herein and shall deliver copies to the DISTRICT upon completion of the work. When corrections of defects occurring within the warranty period are made, the DEVELOPER shall further warrant correct work for one year after acceptance by the DISTRICT.

**24. CORRECTION OF DEFECTS OCCURRING WITHIN WARRANTY PERIOD**

When defects occurring within the warranty period are discovered, the DEVELOPER shall start work to remedy any such defects within seven (7) days of mailing notice of discovery thereof by the DISTRICT and shall complete such work within a reasonable time. In emergencies, where damage may result from delay and where loss of service may result, corrections may be made by the DISTRICT immediately upon discovery; in which case the cost thereof shall be borne by the DEVELOPER. In the event the DEVELOPER does not commence and/or accomplish corrections within the time specified, the work shall be otherwise accomplished and the cost of same shall be paid by the DEVELOPER.

The DEVELOPER shall be responsible for any expenses incurred by the DISTRICT resulting from defects in the DEVELOPER's work including actual damages, cost of materials, and labor expended by the DISTRICT in making emergency repairs, cost of engineering, inspection, and supervision by the DISTRICT or Engineer, as well as reasonable attorney's fees to be fixed by the court in any action which the DISTRICT may commence against the DEVELOPER to enforce the provisions hereof.

**25. INDEMNITY**

The DEVELOPER shall indemnify, defend, and save harmless the DISTRICT and the Engineer from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought and recovered against the DISTRICT and/or Engineer by reason of any act or omission of the DEVELOPER, the DEVELOPER's subcontractors, agents, and/or employees arising directly or indirectly from the performance of the work under the application or in guarding of the work. The DEVELOPER will, after reasonable notice of any such suit or action, defend and pay the expense of defending any such suit which may be commenced against the DISTRICT or Engineer arising therefrom.

**26. SUBLETTING AND SUBCONTRACTING**

The DEVELOPER agrees that he is fully responsible to the DISTRICT for the acts and omissions of subcontractors and persons either directly or indirectly employed by subcontractors, as well as the acts and omissions of persons directly employed by the DEVELOPER. Consent to subcontracting part of the work shall in no way release the DEVELOPER from responsibility under the application, and he will be held, in all respects, accountable for the same as if no consent had been given. Nothing contained in the Extension Documents shall create any contractual relation between any subcontractor and the DISTRICT.

**27. SEPARATE CONTRACT; INTERFERENCE WITH OTHER DEVELOPERS**

The DISTRICT reserves the right to perform the work with its own forces or to let contracts for work under similar general conditions in connection with this project or other projects. The DEVELOPER shall afford the DISTRICT and other contractors reasonable opportunity for the execution of their respective work and shall properly connect and coordinate his work with theirs.

**28. ATTORNEY'S FEES**

In the event this application is referred to or placed in the hands of attorneys by the DISTRICT for review and/or enforcement of any portion, or if suit is instituted with respect to this application, then, in either event; the DEVELOPER and Additional Owner(s) shall pay reasonable attorneys' fees as may be incurred by the DISTRICT or awarded by the Court, court costs, and all expenses in connection therewith as may be incurred by the DISTRICT.