

DIVISION 1

Definitions & General Provisions

DIVISION 1

GENERAL PROVISIONS

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DIVISION 1

GENERAL PROVISIONS

INTRODUCTION

These Standards within are presented to inform the Developer or Contractor of the general minimum requirements necessary in the construction and acceptance of water and sewer facilities within the Alderwood Water & Wastewater District. All work shall be completed according to the Plans and Specifications, and in compliance with the laws of the State of Washington and the standards and resolutions of the Alderwood Water & Wastewater District and other jurisdictions within the District's boundaries so far as applicable.

GP-1 DEFINITIONS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract Documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neutral of the words and terms.

- A. "Alderwood Water & Wastewater District or District": May be used interchangeably and refers to the Alderwood Water and Wastewater District, Snohomish County, Washington, a municipal corporation existing under and by virtue of the laws of the State of Washington, acting through the individual Commissioners and/or the District General Manager. The term "District" shall also include any individuals designated to perform technical and/or administrative functions. All communications with the District shall be through such individuals.
- B. "ANSI/NSF": Refers to the American National Standards Institute/National Science Foundation.
- C. "APWA": Refers to the American Public Works Association.
- D. "ASTM": Refers to ASTM International, formerly known as American Society for Testing and Materials.

- E. "AWWA": Refers to American Water Works Association.
- F. "Concerned Parties": Means those persons, companies or agencies designated by the District as being required to attend the pre-construction conference.
- G. "Construction Drawings" or "Drawings": The drawings, including reproductions of the Work prepared or approved by the District.
- H. "Contract", "Contract Documents" or "Agreement": The "Contract" or "Agreement" constitutes the entire integrated agreement between the District and the Contractor or the District and the Developer for the performance of the work.
- I. "Contractor": Means the individual, legal entity or combination thereof contracting with the District to do the Work. The term also includes the Contractor's agents or employees. The term also includes the Developer their contractors, agents or employees.
- J. "<u>Design</u>": Means the preparation of the Drawings for the extension or replacement of the District's water distribution and/or sewer collection system.
- K. "<u>Developer</u>": The term "Developer" means the owner(s) of property to be benefited by the proposed extension or that person or organization in charge of developing the project, either on behalf of the property owner(s) or pursuant to an agreement to purchase the property and encompasses the Developer's agents, including the "Contractor" and "Subcontractor".
- L. "<u>Developer's Engineer</u>": The "Developers Engineer" is the individual, entity or combination thereof contracting with the Developer who will be responsible for the design of the Construction Drawings for the development.
- M. "<u>District Engineer</u>": The Engineering & Development Director, or the Capital Projects Manager of the Alderwood Water & Wastewater District or their Designee are considered the "District Engineer".
- N. "<u>District Standards</u>": The "District Standards" are the written descriptions of services to be performed, the goods to be provided and/or the technical requirements to be fulfilled under the Agreement.
- O. "Extension(s)": "Extensions" are the water and/or sewer system and other improvements to be constructed according to this agreement and connected to the District's water distribution and/or sewer collection system and transferred to the District for operation and maintenance.
- P. "Final Acceptance", "Completion", or "Use and Operations": A written acceptance of the Extension, Project or Work by the District.

- Q. "General Manager": Means the General Manager of the Alderwood Water & Wastewater District.
- R. "Otherwise Specified" or "As Specified": Means the directions contained in the Drawings, Specifications, if any, and otherwise as given by the District incident to the performance of the Work other than these General Specifications.
- S. <u>"Participant" or "Participation":</u> A property owner as identified by the developer that contributes to an extension that provides service to other parcels, who would not be subsequently charged a reimbursement fee or local benefit charge.
- T. "Policy(ies)": RCWs, WACs, land use agency regulations, and Commissioner actions, including resolutions, code sections, and minute entries that govern the activities of the District
- U. "Property Owner" or "Owner of Property": Means the vested owner(s) of the parcel(s) or of the parcel requesting water and/or sewer service.
- V. "Project": Refers to all activity relative to this Contract including activity of the Developer, Contractor, its Subcontractor and/or Suppliers, the District and the District's Project Representative.
- W. "RCW": Refers to the Revised Code of Washington.
- X. "Specifications": Refers to the directions, provisions, standards and requirements approved by the District for the performance of the Work and for the quantity and quality of materials.
- Y. "Standard Detail(s)": Means the standard details located in the "District Standards".
- Z. "Subcontractor": Means the person or firms employed by the Developer or Contractor to do any part of the Work, all of whom shall be considered agents of the Developer or Contractor.
- AA. "WAC": Refers to the State of Washington Administrative Code.
- BB. "Work": Means the labor, materials, superintendence, equipment, transportation, supplies and other facilities necessary or convenient to the completion of the Project.

GP-2 Purpose

Alderwood Water & Wastewater District, as a municipal corporation of the State of Washington was organized pursuant to Title 57 RCW, is responsible to the public for insuring that water and sewer facilities are constructed in accordance with currently accepted standards for public works. The requirements imposed upon Developers and Contractors are intended by the District as an Agreement with the Contractor, which incorporates Standards and Specifications as a prerequisite to acceptance of the Work by the District as a part of its system. Privately constructed Extensions will not be permitted to connect to the District's systems unless the Work is performed and paid for in accordance with this Agreement.

GP-3 Authority of District

The District shall have authority to approve, reject or require changes in Drawings designed by Developer's Engineer; to require such changes in the Drawings during the course of work; to inspect the work; to stop work to insure compliance with the approved Drawings and Specifications; to reject non-conforming work and materials; and to decide questions which may arise in the execution of the Work. The District shall have the authority to impose fines for violation of District Policies.

GP-4 District to be Informed

The Contractor shall keep the District fully informed regarding the nature, quality and extent of the Work to be done, and if in doubt, to secure specific instructions from the District.

The Contractor shall keep a competent supervisor on the Work during its progress who shall represent the Contractor, and to whom instructions may be given as though to the Contractor. The supervisor shall be familiar with the Drawings and Specifications and shall promptly report to the District any error, inconsistency or omission which may be discovered.

The Contractor shall enforce discipline and good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the work assigned. Employees or agents of the Contractor who may impair the quality of the construction shall be removed from the Work upon the written request of the District.

GP-5 Plans and Specifications Accessible

One copy of the approved Drawings shall be constantly accessible on the job.

GP-6 Final Inspection

All material and completed Work are subject to final inspection and testing by the District to determine whether the Work complies with the Standards and Specifications.

GP-7 Record Drawings/Asbuilt Submittals

On District designed projects, the District shall maintain "record" information based on "as-built" field information provided by the Contractor. Information provided shall include horizontal and vertical location on all water, sewer, side sewer laterals, and other information that the District deems relevant.

On Developer's Engineer designed projects, the Developer's Engineer shall maintain and provide the District with as-built construction drawings based on information maintained by the Contractor and the District.

Contractor shall submit to the District a neatly and legibly marked set of field as-built construction drawings for District review and approval. These drawings shall be on a copy of the original approved Drawings or as approved by the District and shall include, but not be limited to the following: (see District website for complete as-built requirements)

- Manholes/lamphole locations;
- Side sewer laterals (including length, depth from finish grade, elevation, and stationing from downstream manhole);
- Manhole inverts and rim elevations;
- Sewer main location, size, material type, and lengths with grades being adjusted accordingly:
- Water main location, size, material type, and length between valves;
- Valve depths.
- Water and sewer appurtenances that cannot be accessed after backfill shall be accurately measured prior to backfill.
- Reference offsets are required for water line bends (angle points) and tee locations if no valve will be available for surface location.
- If the design was prepared using computer-aided drafting, provide (an) electronic file(s) containing the record drawing. The electronic record drawing shall be in a form compatible with AutoCAD Version 14 or later with the drawings being assigned the local projection of Washington State Plane North, North American Datum 1983-91, HARN, US Feet and elevation Datum NAVD 88.
- Provide a full size set of electronic Adobe PDF format images scanned with a minimum resolution of 300 DPI.

No work will be accepted by the District, until the District has reviewed and approves the record drawings. The final record drawings shall be submitted on mylar and shall bear the stamp and signature of either a registered professional engineer or a registered land surveyor. The Developer's Engineer shall make all changes to the record drawing requested by the District before the District will accept the mylars as a record drawing.

GP-8 Ownership of Drawings

The originals of all "Record" Drawings prepared by Developer's Engineer shall be delivered to the District as a condition of and prior to acceptance of the project, and shall become the property of the District. Neither Developer nor Developer's Engineer shall have any rights of ownership, copyright, trademark or patent in the Drawings.

GP-9 Quality of Materials and Workmanship

All materials shall be new, and workmanship and materials shall be of the highest quality commonly used. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

GP-10 Materials and Equipment List

The Contractor shall file a material and equipment list with the District on District standard forms (see District website) prior to the preconstruction conference, including the quantity, manufacturer and model number, acceptability under any specified inspections or tests required by ASTM or AWWA specification, if applicable, of material and equipment to be installed as part of the Work. The District may reject materials and equipment which do not conform to District Standards and the approved Drawings. Failure of the District to reject materials and equipment at the time the list is filed shall not be a waiver of the District's right to reject such materials or equipment at a later time.

GP-11 Determination of "As Equal"

The District shall be the sole judge whether supplies or material qualify "as equal" substitutions under the Drawings and Specifications.

GP-12 Omissions and Discrepancies

Minor items of work or materials omitted from Drawings and Specifications prepared by the District or Developer's Engineer, but clearly inferred there from and called for by good practice, shall be provided or performed by the Contractor. In case of doubt, the District's decision shall be final.

GP-13 Inspection and Tests

All work shall be subject to inspection by the District. The District shall have access to the Work at all times, and the Contractor shall provide proper facilities for such access and inspection. The Contractor shall make tests of the Work at the Developer's expense upon the District's request. Whenever work must be specially tested or inspected for compliance with public regulations, or with the Drawings and Specifications, the Contractor shall give the District one business day notice of the readiness of the Work for such test or inspection. The District shall make inspections within a reasonable amount of time after notification by the Contractor. Work shall not be covered up without consent of the District, or it shall be uncovered for inspection at the Contractor's expense. Such inspections and tests shall not relieve the Contractor of any of its responsibilities under this Agreement.

The presence or absence of a District inspector on any job is at District's discretion, and neither the presence nor absence of a District inspector shall relieve the Contractor of responsibility to obtain the construction results specified in this agreement.

The District is not a safety expert, and is not engaged in that capacity whenever performing inspections and tests. The authority of the District to perform inspection and tests shall not relieve the Contractor of its responsibility for safety as specified in GP-33.

GP-14 Compliance with Public Authority

The Work shall conform to the regulations of each public authority with jurisdiction over the manner and quality of performance of the Work. Construction in public roads or rights-of-way shall conform to the standards and requirements of the governmental agency having jurisdiction, and to the requirements of the District franchise or agency permit; whichever is more stringent shall apply. Construction outside of the public roads or rights-of-way shall conform to all standards and requirements of the governmental agency having jurisdiction and any easement conditions. The Developer shall be responsible for ascertaining the requirements of each public authority and the franchises and permits.

The Contractor shall be responsible for assuring compliance with the requirements of all permits, franchises, easements and licenses and for payment of all associated costs. The Contractor shall also comply with County, City or State Correction Notices in the time period noted. Should the Contractor not respond in a timely manner, the District may hire a contractor to perform the work and bill the Contractor for all costs.

The Contractor shall be responsible for coordinating construction activity with all interested parties and agencies. The Contractor shall be responsible for investigating and ascertaining the requirements of the appropriate public authorities.

The Contractor shall comply with all jurisdictional and District rules, policies, and regulations governing non-stormwater discharge as provided in District Resolution.

GP-15 Cross Connection Control

Contractor shall comply with all government and District rules and regulations prohibiting cross-connections. Contractor shall install and maintain backflow prevention devices as required by the District to isolate the newly constructed sewer and water systems from the District's system. In addition, an inspection or test report from a State-approved inspector shall be required as a condition of receiving final acceptance of the Extension improvements and utility service from the District for water system. Refer to the current Alderwood Water & Wastewater District Cross Connection Control Manual to comply with the District's policies and standards.

GP-16 No Storm Water Discharge

The Contractor shall comply with the District rules, policies, and regulations prohibiting the discharge of stormwater in to the District's sewer system. In the event the Extension is in another jurisdiction's sewer service area, the Contractor shall comply with that jurisdiction's rules, policies, and regulations.

GP-17 Pre-Construction Conference

The District shall hold a pre-construction conference with all Concerned Parties at the District's office before work on the Extension(s) commences. The Contractor or their agent shall submit all pertinent information required on the pre-construction checklist provided prior to requesting a preconstruction meeting. The Contractor shall coordinate with District staff for the attendance of the Concerned Parties. The Contractor shall attend the pre-construction conference.

The pre-construction conference requires a minimum of five (5) working day advance scheduling with the District.

GP-18 Permits

The District will not schedule a pre-construction conference with the Contractor for installation of water or sewer until all necessary permits have been issued by public authority and are in District possession or other suitable evidence of permit application is delivered to the District.

The Developer shall pay the cost of obtaining all required permits, and shall reimburse the District for all costs incurred by the District for permits, inspection fees and other charges imposed by public authority because of the Work. The Contractor shall be responsible for assuring compliance with the requirements of all permits, franchises, and licenses.

GP-19 Survey Control

The Developer shall provide all horizontal and vertical control, including property corners and street centerline and grade stakes, and shall provide reasonable and necessary survey control to install the water and sewer facilities at their designated horizontal and vertical locations. All vertical and horizontal control staking shall be under the direction of a licensed land surveyor or professional engineer. Horizontal and vertical control should be established using the District's horizontal coordinate system and vertical datum. The surveyor shall use the District's approved plan information to stake proposed utilities.

The Work shall not commence until the Contractor has made provision to establish such points necessary for the Work. The Work shall conform to such points and instructions. The Contractor shall preserve survey monuments, bench marks, reference points and stakes, and in case of destruction, shall re-established as required by state law and shall be responsible for any errors that may be caused by their absence or disturbance.

GP-20 Restoration of Improvements

All existing improvements removed or disturbed during the Work shall be restored to their original condition. A signed letter of restoration (see District website) from the affected property owner shall be required where existing District facilities are removed or disturbed or new District facilities are installed. All letters of restoration shall be submitted to the District prior to acceptance of the project for use and operations. All restoration shall be made at Developer's expense to the condition of the area prior to construction.

Whenever restoration of existing improvements will be necessary, the Contractor shall provide the District photographs before the start of work and after construction restoration. Photos shall be date stamped, with sufficient information to determine exact location where the picture was taken.

GP-21 Access

Access to private driveways and roads shall be provided by bridging or other method whenever trenches are open to provide for ingress and egress. Contractor is responsible to provide safe access to vehicle, pedestrian, and bicycle traffic.

GP-22 Specifications Incorporated By Reference

Where Standard Details or Specifications are referenced or included by reference herein, the latest version or amendment shall be incorporated into the Agreement. Should a conflict exist between the Drawings and any Standard Details Specifications referenced herein, the District shall determine which shall prevail.

GP-23 Use of Completed Portions

The District may take possession of and use any completed or partially completed portions of the Work. Possession and use shall not constitute acceptance of any of the Work.

GP-24 Existing Utilities or Obstructions

<u>Preparation of Drawings by District</u>. Existing utilities and obstructions are shown on the Drawings so far as known to the District. The information is not guaranteed and is provided only for such value as it may have. Incomplete or erroneous information shall not be the cause of claim against the District, its employees or agents and shall not relieve the Contractor of responsibility for repairing any damage caused to such utilities during performance of the Work.

<u>Preparation of Drawings by Developer Engineer</u>. The District shall provide to the Developer any information it may have regarding existing utilities and obstructions. The information is not guaranteed but is provided only for such value as it may have. Incomplete or erroneous information shall not be the cause of claim against the District, its employees or agents and shall not relieve the Contractor of responsibility for repairing any damage caused to such utilities during performance of the Work.

Notification of Utilities. Immediately preceding construction, the Contractor is responsible to follow the requirements set forth in RCW 19.122. The Contractor shall determine whether existing utilities and obstructions exist. The Contractor shall reimburse the District for damage to the property of the District or damage to property of others for which the District's liability is caused by the Contractor and for other expenses, including reasonable attorneys' fees and court costs incurred by the District because of such damage. Whenever the Contractor fails to repair or restore existing improvements damaged within 72 hours of notice, the District may order the work done by others and all costs incurred shall be paid by the Contractor; provided that if the District determines an emergency exists, it may notify the Contractor who shall immediately commence repair or restoration work, or it may make repairs or restoration at the Contractor's expense.

GP-25 Site Maintenance

The construction site shall be kept clean during the Work. Before the Work shall be considered complete, the Contractor shall clean out ditches; replace damaged surfacing; remove surplus materials, trash and brush; repair all damages; and otherwise leave the job in a neat and orderly condition. Dust control shall be provided during mobilization, set up, while the Work is being performed and during cleanup. The Contractor shall keep existing roads and streets adjacent to or within the limits of the project open to and maintained in a good and safe condition for traffic at all times. The Contractor shall remove, on a daily basis, any deposits or debris which accumulates on the roadway surface as a result of construction operations. Removal shall be performed on a more frequent basis should the District determine that such removal is necessary. District owned infrastructure (i.e., manholes, valve boxes, meters, hydrants, etc.) shall be accessible at all times. Access to mailboxes shall be provided at all times during construction.

Pedestrian and vehicular access to occupied buildings shall be maintained at all times except where approval from the building owner has been obtained. The Contractor shall follow all requirements under the jurisdictional authority's grading or land disturbing permit and guidelines for erosion control.

GP-26 Public Hazard or Inconvenience

If performance of the Work results in a hazard or inconvenience to the public, then the District may correct the same, and the Contractor shall reimburse the District for the expense incurred. The Contractor shall also reimburse the District for the expense incurred in complying with any order of public authority lawfully made with respect to the Work during the performance of the Work or within one year after acceptance of the same.

GP-27 Protection of Work and Property

The Contractor shall exercise due care to protect property and the Work and shall supervise the project to ensure the Contractor exercises such care. The Contractor shall be solely responsible for any loss or damage to property or the Work occurring prior to the completion of and acceptance of the Work by the District.

GP-28 Royalties and Patents

Contractor shall pay all royalties and license fees and defend all suits or claims for infringement of any patent rights and shall save the District harmless on account thereof, unless a particular process or the product of a particular manufacturer is specified by the District and the Contractor are unaware that the process or article is an infringement of a patent.

GP-29 Other Work

The District may allow other Agreements affecting the Work. The Contractor shall provide reasonable opportunity to other Contractors to reasonably and efficiently perform their Work.

GP-30 Contractors

Only general contractors or utility contractors licensed and bonded with the State of Washington shall install water or sewer Extensions; a copy of the license shall be provided to the District. Nothing contained in this Agreement shall create any contractual rights between the District and any person or firm employed to do the Work.

GP-31 Traffic Maintenance and Protection

All work shall be performed with due regard for the safety and convenience of the public and in a manner that minimizes interference with automotive, pedestrian, and bicycle traffic. Certified flagging personnel, barricades, signs and traffic control shall be furnished as required by appropriate agency. Emergency vehicles shall be provided access at all times.

GP-32 Sanitation

Necessary sanitation convenience properly secluded from public observation shall be provided and maintained during the Work as required by law.

GP-33 Safety

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during the performance of the Work, and for compliance with all federal, state and local safety laws and regulations. This requirement shall apply continuously and shall not be limited to normal working hours.

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

In accordance with State of Washington WAC 296-809, Confined Spaces, the District has implemented a confined space program. Implementation of this program requires specific procedures for evaluation of hazards and subsequent entry into confined spaces. Vaults, pits, manholes, dry wells, water pump stations and sewer lift stations are all considered examples of confined spaces. Other construction related activities under certain circumstances, such as trenches, are also considered confined spaces.

Entry into confined spaces by District staff can only be accomplished under compliance with the adopted program. Currently, the District is providing required staff and equipment support to the District's project inspectors for confined space entry. This requires at least a three (3) working day advance scheduling with the District. Contractor shall anticipate this required advance notice when inspections of confined spaces are desired.

GP-34 Confinement of Contractor's Operations

The Contractor shall ensure that the Contractor confines construction activities within the property of the Developer and the limits of easements and construction permits outside of the Developer's property. Damage to property or persons from any encroachment beyond these limits shall be the responsibility of the Contractor.

GP-35 Alignment

The Developer shall furnish sufficient horizontal control, including lot stakes, for locating and staking the lines and appurtenances. Accuracy of such horizontal control is the sole responsibility of the Contractor and any modification of horizontal location of any facility shall be subject to the approval of the District and at the Developer's expense.

GP-36 Taps, Cut-Ins and Large Meter Installation

All taps and cut-ins to the existing water and sewer mains shall be made by the District, unless otherwise approved by the District, at fees established by District Resolution. When approved by the District sewer manholes may be core drilled by the Contractor.

When a project requires meters three inches or larger, the meter installation, including valves, piping, vaults, drain lines and meters, the Work shall be performed by the Contractor according to District Standard Details for those installations. The Developer shall complete the appropriate paperwork and pay all associated fees and charges due.

GP-37 Recording

The District will not approve the Plat for recording until all of the underground portion of the Extension(s) have been installed, tested, and in the case of sewers, televised, and all charges and fees due are paid in full. A copy of the proposed final plat shall be delivered to the District before recording for review of adequacy of easements. A copy of the final recorded plat and all necessary recorded easements shall be delivered to the District before service connections will be allowed to the Extension.

GP-38 Cost of Water

Construction water shall be furnished to Contractor in accordance with policies of the District at rates established by District Resolution.

GP-39 Easements Criteria

Water or sewer improvements that are to be a part of the public system shall be constructed in public right-of-ways or easements. All easements for water and sewer utilities shall be a minimum of fifteen (15) feet in width. Joint use easements with water and sewer utilities shall be a minimum of twenty five (25) feet in width. The District may require greater easement widths to accommodate larger pipe sizes, excessive depths, access needs, or other special requirements. Minimum separation between water and sewer utilities shall be in accordance with District and State standards.

All easements shall be located to run within single lots or tracts adjacent and parallel to property lines rather than being split by a lot line. No permanent structures, obstructions, encroachments,

or fill are allowed within the easement area after utilities are installed. See the District standard easement form for complete description of restrictions.

GP-40 Deviation

Alternates to the Standards may be approved by the District upon review of materials submitted by the Contractor that such modifications:

- 1. Are equal to or better than the requirements in these Standards.
- 2. Are in the public interest.
- 3. Are based upon sound engineering judgment and practices.
- 4. Fully meet the requirements for safety, function, appearance, and maintenance.

Requests for proposed alternates should be submitted as soon as possible to allow time for review and decision by the District. Requested alternates shall be reviewed and approved prior to construction.

The District shall make the decision as to whether a requested alternate will be allowed.