SUMMIT WATER & SUPPLY COMPANY

DEVELOPER STANDARDS FOR _____

WA # 133-_____

This document is presented to inform the Developer/Contractor of the general requirements necessary in the construction and acceptance of the water facilities for this project, which may become the property of the Summit Water & Supply Company.

Summit Water & Supply Company does not assume responsibility for keeping the Developer apprised of changes to the standards applicable for this project for a period greater than 90 days from transmittal of the Document to the Developer's representative. It shall be the Developer's responsibility to request for updates after the first 90 days.

SECTION I

GENERAL CONDITIONS

I GENERAL CONDITIONS:

1 DEFINITIONS:

The following definitions are provided for meaning and intent of the words: Company, Company's Engineers, Developer, Contractor, and Contract Document, as used:

Company:
Summit Water & Supply Company, Tacoma, Pierce County, Washington, a Non-Profit corporation existing under of the laws of the State of Washington.

Company's Engineers:
Members of the licensed consulting organization, which may be retained by the Company.

Developer:
The Property Owner or owners representative, person, persons, firm or corporation entering into agreement with Summit Water & Supply Company for the installation and/or extension of the water facility to serve a development or plat. The term also includes the Developer's agents, employees and Contractor.

Contractor:
The person, persons, firm or corporation assigned by the Developer to perform the work required by project plans and specifications to construct the water facility. The term also includes the Contractor's agents and employees. Contractor must be qualified to perform water facilities construction in Pierce County and demonstrate competency and hold appropriate State of Washington Certification for performing such work.

Developer/Contractor:
Use of either word "Developer" or "Contractor" in this document shall be understood to be interchange-able, one for the other, wherein both are responsible for compliance, and the developer assumes full and final responsibility.

Contract Documents:
These shall consist of the following:

- **a)** Developer Agreement for Water System Installation
- **b)** Plans
- **c)** Standard Details
- **d)** Specifications - Conditions and Standards of the Contract to include system testing
- **e)** Addenda
- **f)** Change Orders
- **g)** General Conditions
- **h)** "As Built" Documents

    1. The Company will maintain "as-built" information about the project as it is constructed. Required information will be mailed to the Pierce County Fire Marshal's office for acceptance and approval. The Approved original "as- built" will be kept on file at Summit Water. This information will be available to the Developer's Engineer upon request.

2. The originals of all "as-built" Plans prepared by Developer's Engineer shall be delivered to the Company as a condition of and prior to acceptance of the project, and shall become the property of the Company. Neither Developer nor Developer's Engineer shall have any rights of ownership, copyright, trademark or patent in/to the Plans. These documents shall form the Contract.

2. PRE-DESIGN MEETING:

A pre-design meeting shall be held with a Company representative prior to preliminary design of the proposed improvements. As a minimum, the Developer and the Developer's Engineer shall attend the meeting.

3. PRE-CONSTRUCTION MEETING:

A pre-construction meeting shall be held prior to any construction work being performed as part of the Developer Extension. As a minimum the Developer and/or Developer's Representative responsible for the completion of the work, and the Developer's Contractor shall attend the meeting. The Developer shall coordinate a meeting time which is convenient with the Company's schedule and shall be scheduled a minimum of five (5) day prior to construction. The contractor for the developer shall have a copy of this agreement at this meeting.

4. INSPECTION OF WORK:

The Developer shall give the Company timely notice that the work, or any part thereof, which has been constructed within the Company's service area, is ready for inspection. In no event shall the work or any portion thereof, be covered up, back filled or placed into operation until the Company's Representative and/or Engineer has completed the inspection.

5. ACCEPTANCE OR REJECTION OF WORK:

The Company Secretary/Manager or the Company's Engineer serving as an agent of the Company and in conjunction with the Company Secretary/Manager shall have the authority to accept or reject the work performed by the Developer/Contractor for facilities that may become Company owned facilities.

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

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

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

6. MATERIALS:

Unless otherwise stipulated, all materials utilized for water system construction, shall be new and both workmanship and materials shall be of good quality. The Developer shall furnish evidence as to the kind and quality of materials. Contractor shall obtain approval of materials to be used from the Company's Secretary/Manager or Company's Representative prior to ordering.

7. ROYALTIES & PATENTS:

The Developer shall pay royalties and license fees. He shall defend all suits and claims for infringement of any patent rights and shall save the Company harmless from loss on account thereof.

8. SURVEYS, PERMITS & REGULATIONS:

The Developer shall furnish and pay for all surveys, licenses, permits, easements, and right-of-way.

9. POINTS & INSTRUCTIONS:

The Developer shall carefully preserved bench marks, reference points and stakes, and in case of destruction, he shall be responsible for any mistakes that may be caused by their absence or disturbance, and restoration of such markings.

10. PROTECTION OF WORK:

The Developer shall continuously maintain protection of all his work from damage. The Developer shall bear the risk of loss or damage for all finished or partially finished work until the entire project is completed and becomes the property of the Company.

11. EXISTING UTILITIES:

The Contractor shall investigate and locate all buried utilities or obstructions in the construction area prior to construction of new water facilities. The Contractor shall coordinate with the Company, power, telephone, cable television, gas companies, and all other affected utilities for field location of the respective existing facilities.

Contractor shall call for utility locates (1-800-424-5555) prior to construction for aid in locating any existing underground utilities as applicable.

12. DEFECTS & THEIR REMEDIES:

If the work or any part thereof performed by the Developer/Contractor shall be deemed by the Company or Company's Engineer as not in conformity with the Company's Standards, the Developer shall fore with rebuild or otherwise remedy such defects prior to being accepted by the Company.

The Developer shall be responsible for correcting all defects in workmanship and material appearing within two (2) years after completion and acceptance of the project. The Developer shall start work to remedy such defects within four (4) days of notice of discovery thereof by the Company and shall complete such work within a reasonable time. In emergencies, where damage may result from delaying or where loss of service may result, such corrections may be made by the Company in which case all costs shall be borne by the Developer. The Developer shall be notified by the Company that an emergency exists. In the event the Developer does not accomplish corrections at the time specified, the work shall be otherwise accomplished and the cost of same shall be paid by the Developer.

13. DEVELOPER:

The Developer shall retain his own engineer to prepare the Plans for the extension according to Company specifications. The Developer's Engineer shall have authority to design and prepare the

Plans for the extension to the Company's water distribution system. The Plans shall conform in all respects to Company specifications and must be approved by the Company Secretary/Manager or the Company's Engineer prior to commencement of work. The Company shall have the sole right to approve or reject the Plans or require changes to be made to them. Failure of the Company to require changes in the plans prior to approval of them shall not be deemed a waiver of the Company's right to require such changes in the Plans as the Company may deem necessary during the course of work. It is the responsibility of the Developer to ensure that the Plans prepared by the Developer's Engineer conform in all respects to Company Specifications. Failure by the Company to discover errors, omissions or discrepancies in the Plans shall not relieve the Developer of this responsibility.

14. JOINT TRENCH:

The developer shall be responsible for excavation of the trench, installation of the water main & appurtenances, maintaining separation between the other utilities. The trench shall be at the proper depth and width to accommodate all of the utilities' requirements for separation. Each utility shall have their own requirement for location, elevation, back fill, compaction and separation from another utility. These requirements shall be adhered to at all times throughout the entire excavation of the joint trench. Materials specified by a particular utility for back fill shall be coordinated between that utility and the developer. Water main must not be installed in joint trench construction with any sanitary sewer pipe. Water main shall be the deepest utility in the trench with water main centered in the bottom. All other utilities shall be installed at a different elevation to permit taps to the water main to be horizontal and not in conflict with another utility. Water service line installed in joint trench may be installed at the same elevation as other utilities not to deviate from the required separation. In areas that the alignments of the utilities come in conflict with another utility or obstacle, the developer shall be responsible for conferring with each utility's engineer. Water main and appurtenances in the area of the conflict shall not be installed until the conflict has been resolved by the company engineer of the affected utility. "Utility Joint Trench" agreements will have precedence in the construction of the joint trench.

15. CLEAN UP:

Castings for monuments, water valves, vaults and other similar installations that have been covered with the asphalt material shall be cleaned to the satisfaction of the Company and/or the Company's Engineer.

16. CONSTRUCTION CONFORMANCE:

In addition to meeting the standards and conditions of the Summit Water & Supply Co. all construction shall be in conformance with the requirements or recommendations of the Comprehensive Water System Plan of Pierce County, Washington State Department of Transportation, American Water Works Association, and the American Public Works Association. Minor items of work or materials omitted from Plans and Specifications prepared by the Company, Company's Engineer, or Developer's Engineer, but clearly inferable from the same and which are called for by accepted good practice, shall be provided and/or performed by the Developer as part of the construction. In case of doubt, the Company shall be consulted and its decision shall be determinative.

17. EASEMENTS:

The developer shall provide all necessary easements without cost to the Company, using the company's standard form or recorded on Plat Plan. Wherever a water main is to be laid other than in Public Street, a permanent easement of not less than fifteen (15) feet wide and typically centered on water main, except as approved by the Company, shall be provided. In addition, the Developer shall provide a temporary construction easement not less than twenty-five (25) feet in width adjacent to the permanent easement. The developer shall supply data necessary to verify the location of the easement, and stake the location of the Easement(s). Easement documents, if applicable, shall be filed and recorded with the Pierce County auditor's office and the documents reviewed by the Company prior to start of construction.

18. CUT IN CONNECTIONS & MAIN TAPS:

Cut in connections and main taps on in-service water mains shall be performed by Company personnel only. The Company or Company's Engineer shall make the determination as to whether a main tap or cut in connection shall be made.

Contractor shall notify the Company's Field Supervisor and request any water shut-off or turn-on, affecting the water system, a minimum of 48 hours in advance.

19. FINAL INSPECTION & ACCEPTANCE:

All materials and completed work shall, before preliminary acceptance by the Company, be subject to final inspection by the Company or the Company's Engineer. The Company or Company's Engineer shall have the right to subject materials and work to such tests as determined by the Company to assist in determining whether the contract has been faithfully performed.

The date of final acceptance for the two-year warranty will not begin until the project is accepted by Resolution of the Board of Directors at a regular scheduled board meeting upon receipt of bill of sale from the owner.

20. ACCOUNT ACTIVATION & BILLING:

Meters and/or water service connections by the Company shall have all fees and charges paid prior to installing. Meters and/or water services will not be activated until associated fees and charges have been paid. Meters may only be activated after satisfactory bacteriological reports have been received and a copy of the building permit showing the **passed** inspection of the building plumbing and ditch line (trench) installation signed by Pierce County Public Works inspector. For multiple building type installations no building will have the water service activated until a water meter is installed and the associated fees paid. All water used must be accounted for per Washington State D.O.E. If contractor / owner are in need of potable water to the site for pressure testing the building plumbing or other plumbing and the bacteriological test have passed, it is the responsibility of the contractor / owner to obtain an inspection from Pierce County Public Works, for the ditch line (trench) part of the installation. It is a finable offense for a water utility to activate water service to a building without proper inspections.

SECTION II

DEVELOPER AGREEMENT

II SUMMIT WATER & SUPPLY COMPANY DEVELOPER AGREEMENT TO CONSTRUCT WATER FACILITIES

The undersigned, "Developer" herein, hereby makes application to the Board of Directors of Summit Water & Supply Company "Company" herein, for permission to construct the water system facilities which upon completion and acceptance by the Company shall be a Bill of Sale as herein provided. If this application is accepted, the undersigned, in consideration of the mutual promises and covenants herein contained, agrees to the terms and conditions of this Developer Agreement as follows:

1. Location of Water System Facilities.

A. Water

The proposed water system facilities shall be installed in streets and other approved rights-of-way and/or easements and shall be for the use and benefit of the property hereinafter described, which property is owned by Developer and/or other owners for whom Developer is acting as agent. Any such owners have joined in this application and are designated on the signature page hereof.

B. Description

The legal description of the real property upon which the water system facilities will be installed is attached hereto as "Exhibit A."

2. Warranty of Authority

Developer shall upon request of the Company provide a title report to the Company establishing that the parties executing this Agreement are the owners of all the real property described herein.

3. Description of Water System Facility.

The Water System Facility shall consist of approximately _____ lineal feet of water pipe and appurtenances and shall be installed in accordance with this Agreement and with the Specifications provided by the Company and the Developers Plans as approved by the Company at the cost of Developer as hereinafter provided.

4. Fee Paid by Developer

A: A fee of an amount as determined on the "Application for Water Service" shall be paid prior to acceptance of this Agreement by the Board. This fee shall be for payment for Company expenses including, but not limited to, membership(s) main distribution, meter, system development charge, engineering, inspection, legal, permit and administration costs. Should said expenses exceed the deposit paid by Developer, the difference shall be paid by Developer to the Company upon demand. If after the project is completed and accepted, it is determined that fees and charges were less than the deposit paid by Developer, the balance shall be refunded to Developer.

B: The foregoing fee is not intended to include allowance for any unusual costs incurred by the Company. The Company may not provide water service until all applicable fees and charges have been paid by the Developer.

5. Preparation of Plans by Developer's Engineer

Developer shall secure its own Engineer to prepare the Plans for the water system facilities according to Company Specifications, and the following requirements apply:

A: Developer's Engineer shall be registered in the State of Washington and have designed a water system, which has been approved by the Department of Health (State of Washington).

B: Prior to preparation of the Plans, Developer shall:

1) Obtain official preliminary plat approval (Pierce County Planning and other governing agencies) for Developer's project using a minimum scale of one (1) inch equals fifty (50) feet;

2) File with the Company, the road and storm sewer plans and profiles for the project to include water main, hydrants, valves and meter locations;

3) File with the Company the Telephone, Gas, Power, Communication (visual, audio, and data) plans and profiles for the project;

4) File with the Company a contour map of the project with contour intervals of five (5) feet or less and using a scale of one (1) inch equals fifty (50) feet. All data to be based on USGS data.

C: A pre-design meeting shall be held with the Company and with Developer and Developer's Engineer in attendance and it is the obligation of Developer to arrange for the conference and the attendance of concerned parties.

D: At the pre-design meeting, the Developer shall submit to the Company a conceptual plan for the utility development of the project.

E: Upon preliminary review of the conceptual plan, Developer's Engineer shall prepare and submit to the Company a preliminary design and Plan for review and approval by the Company. Water Plans shall be on a separate sheet. Plans shall include a general vicinity map depicting the project location. The Company shall have the right to require changes in the preliminary design and Plan as may be deemed necessary. The Plan shall be prepared in accordance with the Company's Standard Details for Design. Electronic file by compact disk or email for import to AutoCAD version 2011 (or earlier) and a paper hard copy of the scale mentioned above. Suitable import other than AutoCAD is dxf format (direct file exchange). Please include all shape and font files used in the drawing. Electronic files will be exchanged back and forth by email or disk media until final revisions are agreed on then a printed hard copy will be produced by developer's engineer with the changes included for signing by the Company Engineer for approval.

F: Upon approval of the preliminary design and Plan by the Company, Developer's Engineer shall prepare a proposed final Plan and submit one (1) copy of the proposed final Plan to the Company. Upon receipt of the proposed final Plan, the Company shall have the right to require such changes to the proposed final Plan as may be deemed necessary.

G: Upon approval of the final Plan the Company Secretary/Manager will indicate his/her acceptance of the Plan by a letter of approval.

H: Upon approval the Developer shall be responsible for procuring all necessary and applicable permits and related County and/or State approvals. Should changes to the Plan be required in

order to receive said permits and approvals, Developer's Engineer shall make all changes as required and shall submit the revised plan to the Company Secretary/Manager for approval. Utility permits to install water main and appurtenances outside of the project limits, (on developed county right-of-way), will require the Company to submit plans to Pierce County Right-of-ways permit department.

6. Warranties of Developer

The bill of sale to be provided by the Developer to the Company shall contain the following warranties with Company as beneficiary:

A: Developer is the owner of the water system facility, the same is free and clear of all encumbrances and Developer has good right and authority to transfer title thereto to the Company and shall defend the title of the Company against the claims of all third parties claiming to own the same or claiming any interest therein or encumbrance thereon; and:

B: That all bills and taxes relating to the construction and installation of the Water Service Facility have been paid in full and that there are no lawsuits pending involving this project. The undersigned further warrants that in the event any lawsuit is filed as a result of, or involving, this project the undersigned shall undertake to defend the lawsuit and shall accept responsibility for all costs of litigation, including costs on appeal, an shall hold the Company harmless on any judgment rendered against the Company; and

C: That all laws and ordinances respecting construction of this project have been complied with, and that the system Water Service Facility is in proper working condition, order and repair, and is fit for its intended purpose and that it has been constructed in accordance with the conditions and standards of Company; and

D: For a period of two (2) years from the date of final acceptance of the Water Service Facility by the Company, the Water Service Facility and all parts thereof shall remain in proper working condition, order and repair; and Developer shall repair or replace (or authorize the Company), at the Developer's expense, any work or material which may prove to be defective during the period of the warranty.

In addition, Developer shall obtain warranties and guaranties from its subcontractors and/or suppliers where such warranties or guaranties are specifically required in the Agreement. When corrections of defects occurring within the warranty period are made, Developer shall further warrant the corrected work for two (2) years after acceptance of the correct work by the Company.

7. Correction of Defects Occurring Within Warranty Period

When defects in the Water Service Facility are discovered within the warranty period, Developer shall start work to remedy any such defects within four (4) calendar days of notice by the Company and shall complete such work within a reasonable time. In emergencies, where damages may result from delay and/or where loss of service may result, corrections may be made by the Company upon discovery in which case the cost thereof shall be borne by Developer. In the event Developer does not commence and/or accomplish corrections within the time specified, the Company at its option may accomplish the work, and Developer thereof shall pay the cost.

Developer shall be responsible for any expenses incurred by the Company resulting from defects in Developer's work, including actual damages, costs of materials and labor expended by the Company in making repairs and the cost of engineering, inspection and supervision by the Company or the Company's Engineer.

8. Maintenance Bond

Acceptance by the Company shall not relieve Developer of the obligation to correct defects in labor and/or materials as herein provided and/or the obligations set forth in applicable paragraphs hereof. Prior to acceptance of the Water Service Facility by the Company and the transfer of title to such water service facility(s) as set forth herein, Developer shall furnish to the Company a maintenance bond (cash or bond) which shall continue in force from the date of acceptance of said Water Service Facility for a period of two (2) years. The bond shall be in a form as prescribed by the Company and shall require Developer and the bonding company to correct the defects in labor and materials which arise in said system for a period of two (2) years from the date of acceptance of the system and transfer of title. The Company shall estimate the value of the Water Service Facility and determine the amount of the maintenance bond. The maintenance bond shall be in an amount equal to fifteen (15) percent of the value of said water service facility, but not less than three-thousand five-hundred dollars ($3,500.00).

9. Final Acceptance - Conditions Precedent

Compliance with all terms and conditions of this Agreement, the Plans and Specifications prepared hereunder and other Company requirements shall be a condition precedent to the Company's obligation to make connection to the Company's system, to accept the bill of sale to the Water Service Facility, and to the Company's agreement to maintain and operate the Water Service Facility and to provide service to the real property that is described in this agreement.

The Company shall not be required to make any connection to the Company's system any portion of the real property described in this Agreement if there are any fees or costs unpaid to the Company under this Agreement or there are other fees arising under other Company requirements which are unpaid.

The Company shall not be obligated to provide service to the property described in this Agreement if construction by third parties of facilities to be deeded to the Company has not been completed and title accepted by the Company if such third-party facilities are necessary to provide service to the property described in this Agreement.

The Company shall not be obligated to make service connections to its system until all required company charges in effect on the date of application for service have been paid.

The Company will accept title to the extension at such time as all work which may, in any way, affect the lines constituting the Water Service Facility has been completed, and any damage to said Water Service Facility which may exist has been repaired, and the Company has made final inspection and given its approval to the Water Service Facility as having been completed in accordance with the Agreement, the Plans and Specifications and other requirements of the Company.

10. Procedure for Acceptance

Acceptance of title to the Water Service Facility will be made by letter from the Company Secretary/Manager. Prior to such acceptance, an executed bill of sale in a form approved by the Company and containing the warranties required by this Agreement shall be executed by Developer and any additional owners and delivered to the Company. There will be no conditional acceptance or acceptance for use and operation.

11. Effect of Acceptance

Acceptance by the Company shall cause the Water Service Facility to be a public system subject to the control, use and operation of the Company and all policies, conditions of service, and services charges as the Company determines to be reasonable and proper.

12. Subcontracting

Developer shall be fully responsible for the acts and omissions of subcontractors and persons employed, directly or indirectly, by subcontractors, as well as the acts and omissions of persons directly employed by Developer.

13. Assignment Requirements

Developer's rights and responsibilities arising out of this Agreement shall not be assignable unless the party assigned meets the requirements of Part 5 Section II. The assignment shall be filed with the Company by the Developer herein at the time of any assignment.

14. General Provisions, Standard Details, and Specifications

Sections I, III, and IV of this document as currently adopted or hereafter amended, are incorporated herein by this reference.

15. Complete Agreement

This Agreement, and the plans approved by the Company constitutes the entire agreement between Developer and the Company with respect to the rights and responsibilities of both parties in regard to project referred to herein. For purpose of identification, this Agreement shall be assigned the Water Availability Letter number. This Agreement may be changed in writing only upon mutual agreement of the Board of Directors of the Company or Company Manager and Developer.

ACCEPTANCE OF THIS APPLICATION BY THE COMPANY CONSTITUTES A CONTRACT WITH THE APPLICANT, THE TERMS OF WHICH ARE EACH PARAGRAPH OF THIS AGREEMENT, THE COMPANY MATERIALS, CONSTRUCTION AND STANDARD DETAILS SPECIFICATIONS SHEETS AND THE EXTENSION DESIGN DRAWINGS APPROVED BY THE COMPANY.

DATED this _____ day of _____, 19____.
BY _____ _____
Developer
Its _____

STATE OF WASHINGTON)
)ss
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ signed this instrument and acknowledged it to be _____ free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

_____
NOTARY PUBLIC in and for the
State of Washington
My Commission Expires: _____

THE FOREGOING APPLICATION OF _____ accepted this _____ day of _____, 19 _____.
SUMMIT WATER AND SUPPLY COMPANY

BY _____
President, Board of Directors

STATE OF WASHINGTON)
)ss
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute said instrument and acknowledged it as the President, Board of Directors of SUMMIT WATER AND SUPPLY COMPANY, a non-profit mutual corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated: _____

_____
NOTARY PUBLIC in and for the
State of Washington

My Commission Expires: _____

SECTION III

WATER SYSTEMS - General Standards

III WATER SYSTEMS:

1. OBJECTIVE:

Section III is intended to present information and provide an outline for the minimum general standards required by the Company for Developer/Contractor constructed water system facilities which are to be acquired and operated by the Company.

2. GENERAL NOTES:

Detailed plans shall be submitted for the Company's review, which provide the locations, size, and type of the proposed water system points of connection.

Project plans shall have a horizontal scale of not more than 50 feet to the inch. Plans shall show:

Project plans shall be on CD Rom disk for electronic file exchange. This file or files may also be sent electronically by way of email to dscott@summitwater.org. The use of this file will be to import into the Company's base map database. Files will only be shared with another entity for the use of design purposes only. These files are for development purposes only and will be accompanied by hard copy with engineer's stamp. Format for the file exchange will be either AutoCad or DXF (direct file exchange). At present Summit Water uses AutoCad r2010 standard edition. All blocks, xrefs, fonts and shape files must accompany the electronic file for accurate reading of the file. Manipulation of the file from its original will void the validity of its contents. The paper hard copy will take precedence over electronic files. Files may also be transferred by electronic mail if so agreed to by the Company and the developer.

Locations of streets, right-of-ways, existing utilities and water system facilities, and proposed water system facilities and all foreign utilities.

Ground surface, pipe and size, water valve and hydrant stationing, water service connection size and application (potable, irrigation, etc.).

All known existing structures, both above and below ground, which might interfere with the proposed construction, particularly sewer lines, gas mains, storm drains, overhead and underground power lines, and telephone lines and television cables.

Computations and other data used for design of the water system facilities shall be submitted to the Company for approval.

The water system facilities shall be constructed in conformance with the 1994, (or later) Standard Specification for Road, Bridge, & Municipal Construction and current amendments thereto, State of Washington, revised as to form to make reference to Local Governments and as modified by the Company's requirements and standards.

Material and installation specifications shall contain appropriate requirements that have been established by the industry in its technical publications, such as ASTM, AWWA, WPCF, and APWA standards. Requirements shall be set forth in the specifications for the pipe and methods of bedding and back filling so as not to damage the pipe or its joints.

Except as otherwise noted herein, all work shall be accomplished as recommended in applicable American Water Works Association (AWWA) Standards, and according to the recommendations of the manufacturer of the material or equipment concerned.

The location of the water mains, valves, hydrants, and principle fittings including modifications shall be staked by the Developer. No deviation shall be made from the required line or grade. The Contractor shall verify and protect all underground and surface utilities encountered during progress of this work, including joint trench utilities.

The method of making joints and the materials used shall be included in the project specifications. Joint specifications shall meet the requirements that have been established by appropriate technical organizations such as ASTM, AWWA, WPCF, and APWA.

Prior to backfilling of water main appurtenances the Company will inspect and record the installation with photographic equipment for archives and for recording on Company's database. No appurtenances will be backfilled without the appropriate blocking as indicated on the accepted drawings. Water main deflected for alignment will also not be backfilled until the Company has inspected and approved the deflection.

Prior to final inspection, all pipelines shall be tested and disinfected.
Before acceptance of the water system by the Company, all pipes, assemblies, and other appurtenances shall be cleaned of all debris and foreign material. After all other work is completed and before final acceptance, the entire roadway, including the roadbed, planting, sidewalk areas, shoulders, driveways, alley and side street approaches, slopes, ditches, utility trenches, and construction areas shall be neatly finished to the lines, grades and cross sections for a new roadway consistent with the original section.

3. GENERAL GUARANTEE AND WARRANTY:

The Developer shall be required, upon completion of the work and prior to acceptance by the Company, to furnish the Company a written guarantee covering all material and workmanship for a period of two years after the date of final acceptance and they shall make all necessary repairs during that period at their own expense, if such repairs are necessitated as the result of furnishing poor materials and/or workmanship. The Developer shall obtain warranties from the contractors, subcontractors and suppliers of material or equipment where such warranties are required, and shall deliver copies to the Company upon completion of the work.

The Developer shall not employ any person or firm for any part of the design work that does not meet the requirements of "Engineer" as defined in section I. Nothing contained in this agreement shall create any contractual right between the Company and any person or firm employed by the Developer to design and prepare the plans.

4. GENERAL REQUIREMENTS:

1 All work and materials shall be in complete accordance with the standards and conditions of the Company, Washington State Department of Health, and the AWWA.

2 Contractor shall notify the Company and receive approval from them prior to any water shut-off or turn-on a minimum of 48 hours in advance.

3 Contractor shall investigate and locate all buried utilities or obstructions in the construction area prior to construction of the water main. Contractor shall coordinate with all other affected utilities for field location of the respective existing facilities.

4 Contractor shall dial (1-800-424-5555) prior to construction for aid in locating any existing underground utilities, as applicable.

SECTION IV

INSTALLATION AND MATERIALS

IV WATER SYSTEM FACILITIES INSTALLATION AND MATERIALS

WORKMANSHIP:

All materials shall be new and undamaged.

CONSTRUCTION:

All water main construction shall have a minimum 3 feet of cover from finished grade and be generally located parallel to and outside the primary roadway surface by a minimum of three (3) feet. The main may be located on a ten (10) foot easement along the roadway side of the adjacent properties and fifteen (15) elsewhere on property. The water main may be installed in joint trench as per agreements between the Company and other utilities.

DEAD ENDS:

Dead end lines are not permitted except where the Developer can demonstrate to the Company's satisfaction that it would be impractical to extend the line at a future date. Water mains on platted cul-de-sacs shall extend to the plat line beyond the cul-de-sac to neighboring property where a two (2) inch blow off assembly shall be installed.

1. MATERIALS:

A. WATER MAINS & FITTINGS

Water Mains to be installed shall be AWWA C-100 Ductile Iron water pipe.

The ductile iron pipe shall conform to AWWA C-151 Standards and current amendments thereto. All water main(s) which are to be owned, operated and/or maintained as part of Summit Water's system infrastructure shall be constructed using ductile iron pipe with a thickness Class 52 unless otherwise pre-approved by the Company. Grade iron shall be a minimum of 60-42-10. The pipe shall be cement lined to a minimum thickness of 1/16 inches, and the exterior shall be coated with an asphaltic coating. Each length shall be plainly marked with the manufacturer's identification, year case, thickness, class of pipe and weight.

Joints shall be mechanical joint type and be installed using mechanical joint restraint devices, except where otherwise calling for flanged ends. Bolts furnished for mechanical joint pipe and fittings shall be high strength ductile iron, with a minimum tensile strength of 50,000 psi.

Restrained joint pipe, where shown on the Plans shall be push-on joint pipe with "Field Lok" gaskets as furnished by U.S. Pipe or equal for 12 inches diameter and smaller pipe and "TR FLEX" as furnished by U.S. Pipe or equal for 16 inches and 24 inches diameter pipes. The restrained joint pipe shall meet all other requirements of the non-restrained pipe.

All pipe shall be jointed by the manufacturer's standard coupling, be all of one manufacturer, be carefully installed in complete compliance with the manufacturer's recommendations. Schedule #14 (coated) solid copper locate wire shall be installed and made accessible through all valve boxes.

The cutting of pipe for inserting fittings or closure pieces shall be done in a neat and workmanlike manner, without damage to the pipe or cement lining for ductile iron pipe, and so as to leave a smooth end at right angles to the axis of the pipe. Pipe shall be laid with bell ends facing in the direction of the laying, unless directed otherwise by the Company. Wherever it is necessary to deflect pipe from a straight line, the amount of deflection allowed shall not exceed pipe manufacturer's recommendations.

For connection of mechanical joints, the socket, plain end of each pipe and gasket shall be cleaned of dirt before jointing, and shall be jointed according to manufacturer's directions. Bolts shall be tightened alternately at top, bottom and sides, so pressure on gasket is even.

Valves, fittings, plugs and caps shall be set and jointed to pipe in the manner as required using "Mega-Lug" type glands. "Mega-Lug" glands shall be installed and bolts torqued to manufacturer specs. All dead ends on new mains shall be installed with a mechanical joint cap and a 2" blow-off assembly and blocked accordingly.

Fittings shall be adequately "blocked", with poured-in place concrete, using a form with a firm minimum bearing area, as shown on the Plans, with the thrust block poured against an undisturbed earth wall. Timber blocking will not be permitted. The concrete thrust blocks must be in place at least 24 hours before beginning the pressure test to allow the concrete to "set". The strength of the concrete shall be 2,000 psi.

All fittings requiring blocks in two or more directions shall be separated by a piece of plywood.

All fittings requiring a concrete block shall first be covered with heavy building paper or plastic before concrete is poured. At no time will the concrete be allowed to cover joints, bolt heads or nuts.

All of the new piping, valves and blocking shall have been installed, disinfected and tested up to the point of cutting into existing lines before the crossover is made. The crossover to the existing system shall be in full readiness. Forty-eight (48) hour notice shall be given to the Company in advance of the planned "cut-ins". All sleeves shall be ductile iron and installed using mechanical joint restraint devices, unless otherwise specified by the Company.

B. VALVES:

All valves 12 inches and smaller shall be resilient seat or resilient wedge gate valves. Unless otherwise specified by the Company.

1 Resilient-Seated or Resilient Wedge Gate Valves

All gate valves shall conform to ANSI/AWWA C509-87 Standards for resilient-seated disc gate valves. The valves shall be iron-bodied, iron disk completely encapsulated with polyurethane rubber bronze, non-rising stem with "O" ring seals. The polyurethane sealing rubber shall be permanently bonded to the disk to meet ASTM tests for rubber metal bond ASTM D429. The valves shall open counter-clockwise and be furnished with 2-inch square hubs. All surfaces, interior and exterior shall be fusion-bonded epoxy coated in accordance with AWWA C550, acceptable for potable water. The valves shall be set with stems vertical. The axis of the valve box shall be common with the axis projected off the valve stem. The tops of the adjustable valve

boxes shall be set to the existing or established grade, whichever is applicable. VALVES SHALL BE "MUELLER" BRAND OR APPROVED EQUAL.

2 Tapping Sleeves & Tapping Valves

The tapping sleeves shall be stainless steel, furnished complete with joint accessories. Tapping sleeves shall be constructed in two sections and shall be capable of assembly around the main without interrupting service.

Tapping valves shall be provided with a standard mechanical joint outlet for use with C-900 PVC or ductile iron pipe and shall have oversized seat rings to permit entry of the tapping machine cutters. In all other respects, the tapping valves shall conform to the resilient seat gate valves herein specified with regards to operation and materials.

3 All Valves

All valves with operating nuts located more than 42" below finished grade shall be equipped with extension stems to bring the operating nut to within 18" of the finished grade.

At the top of the extension stem, there shall be a two-inch (2") standard operating nut, complete with a centering flange that closely fits five-inch (5") pipe encasement of the extension stem. The valve box shall be set in a telescoping fashion around the five-inch (5") pipe cut to the correct length to allow future adjustment up or down.

Each valve shall be provided within an adjustable two-piece cast iron box of five inches (5") minimum inside diameter. Valve boxes shall have a top section with an eighteen-inch (18") minimum length. The valve boxes and covers shall be Western Utilities No. VB1824 valve box or equivalent.

C. FIRE HYDRANTS:

Fire hydrants to be installed plumb with breakaway flange not more than four (4) inches above finished grade. All fire hydrants shall be approved by the National Board of Fire Underwriters and conform to AWWA Specification C502, breakaway type, in which the valve will remain closed if the barrel is broken. The hydrant barrel shall have a diameter of not less than seven inches (7"), and the valve diameter shall be not less than five-and-one-quarter inches (5-1/4"). Each hydrant shall be equipped with two (2) two-and-one-half-inch (2-1/2") hose ports (National Standard Thread), and one (1) four-and-one-half-inch (4-1/2") pumper connection (National Standard Thread), with permanent five-inch (5") Storz hydrant adapter and Storz blind cap. Each hydrant shall be equipped with a suitable positive acting drain valve and one-and- one-quarter-inch (1-1/4") pentagonal operating nut (counter-clockwise opening). HYDRANTS SHALL BE "MUELLER" BRAND OR APPROVED EQUAL (dry barrel type hydrant).

The hydrant and gate valve shall be connected using a holding spool made from six-inch (6") Class 52 ductile iron pipe and use "Mega-Lug" glands as typical restraint. The Company must approve other methods. Holding spools with lengths in excess of seventeen feet (17'), (one continuous pipe), shall be installed using a mechanical joint sleeve and "Mega-Lug" glands or "Field Lok" type gaskets in the standard mechanical joint application with mechanical joint glands at hydrant and valve connection. Pipes connecting hydrants to mains shall be at least 6 inch in diameter and not longer than 50 feet. A shut off valve will be located at the tee on the water main unless otherwise approved by the Company

Fire hydrants shall be installed per Pierce county Fire Marshals recommendations in accordance with Ordinance No. 95-91 and the Pierce County Coordinated Water System Plan Ordinance No. 86-11654.

Provide bends in field to suit construction and in accordance with pipe manufacturer's recommendations so as not to exceed allowable deflection at pipe joints.

Provide thrust blocking at all fittings and bends in accordance with the Company standards and conditions.

Provide anchor blocking at all up-thrust vertical bends in accordance with the Company standards and conditions.

The hydrant and gate valve shall be anchored in place using holding spools and mechanical joint restraint devices.

> **Note:** Typical hydrant spacing for fire flow of 750GPM (residential areas) are 700 feet and at the intersection of an access road. If the access road is over 600 feet in depth, an additional hydrant within 350 feet from the center of the farthest lot frontage must be installed. For fire flow greater than 750GPM (commercial) requirements, 250 feet from the farthest corner of any building but, not closer than 50 feet to any building. This standard is quoted from Pierce County Ordinances and are subject to change by Pierce County.
>
> *At the time of fire hydrant is installed and until the completed facility is tested, certified, and accepted, the fire hydrant shall at all times be wrapped in burlap, or covered in some other suitable manner to clearly indicate that the fire hydrant is not in service.*

D. BLOW-OFF & AIR RELIEF ASSEMBLIES:

Two (2) inch blow-off assemblies shall be installed at the terminus of all dead end water mains.

A (1) one inch air and vacuum release valves shall be installed at principal high points in the system where a water service or fire hydrant are not available at that high point elevation.

The installation of these items shall include connection piping, gate valve, valve box, valve markers, and all accessories.

2. WATER PIPE TESTING & DISINFECTING:

All pipelines shall be tested and disinfected prior to acceptance of work. All pumps, gauges, plugs, saddles, corporation stops, miscellaneous hose and piping, and measuring equipment necessary for performing the test shall be furnished, installed and operated by the Contractor. Feed for the pump shall be from a barrel or other container within the actual amount of "make-up" water, so that it can be measured periodically during the test period.

The pipeline shall be bedded in select back fill sufficient to prevent movement of the pipe under pressure. All thrust blocks shall be poured in place and time allowed for the concrete to cure before testing. Where permanent blocking is not required, the contractor shall furnish and install temporary blocking as approved by the Company.

As sections of pipe are constructed and before pipelines are placed in service, they shall be disinfected as required by the State of Washington Department of Health.

Chlorine shall be applied in one of the following manners, listed in order of preference, to secure a concentration in the pipe of at least 50 p.p.m.

1) Injection of chlorine-water mixture from chlorinating apparatus through corporation cock at the beginning of a section of pipe after the pipe has been filled, and with water exhausting at end of a section of pipe at a rate controlled to produce the desired chlorine concentration;

2) Injection similarly of a hypochlorite solution;

3) Placement of dry chlorinated lime throughout pipeline, as constructed, in proper quantities to produce the desired dosage. Filling of pipeline with this method should be a very slow rate. Pipeline should be filled within two (2) days of placing sterilizing agent.

After the desired chlorine concentration has been obtained throughout the section of line, the water in the line shall be left standing for a period of at least twenty-four (24) hours.

After pipe is secured against movement under pressure, it may be filled with water. Satisfactory performance of air valves shall be checked while the line is filling. The filling valve which is connected to the existing water system will **ONLY** be operated by Company personnel. At no time unless so directed by the Company's manager or assistant manager will anyone not employed by the Company operate any of the existing valves. The developer / contractor shall hold the Company harmless from any damages as a result of failure of installed water main and appurtenances at the time of filling, pressure testing and for two years of operation thereafter. All damages on and off site as a result of the above said failure will be repaired at the expense of the developer / contractor.

After the pipe is filled with water and all air expelled, it shall be pumped to a test pressure equal to 150 psi in excess of that under which it will operate or in no case shall the test pressure be less than 225 psi, and this pressure shall be maintained for a period of not less than thirty (30) minutes to insure the integrity of the thrust and anchor blocks. During this testing period there shall be no quantity of water or pressure loss allowed from the main or associated appurtenances. All tests shall be made with the hydrant auxiliary gate valves open and pressure against the hydrant valve and water service connections open to the angle stop (shut off valve). Hydrostatic tests shall be performed on every complete section of water main between two valves, and each valve shall withstand the same test pressure as the pipe with no pressure active in the section of pipe beyond the closed valve.

Defective materials or workmanship, discovered as a result of the tests, shall be replaced by the Contractor at the Contractor's expense until a satisfactory test is obtained.

The Contractor shall make provision for the containment of the flushing and wasting of chlorinated water from the mains to assure that the flushed and chlorinated water does no physical or environmental damage to property, streams, storm sewers or waterways. Such provisions shall include chemically or otherwise treated chlorinated water to prevent damage to the affected environment, particularly aquatic and fish life of receiving streams. Disposal of the water shall be the Contractor's responsibility and shall conform to any special requirements and permits mandated by Pierce County Public Works and/or the State of Washington Department of Ecology. The operation

of the connection valve during flushing will be solely by the Company unless so directed by the Company manager or assistant manager.

After flushing has been completed to the satisfaction of the Company, the Company will take a bacterial sample and turn in to Water Management for analysis. A minimum of 24 hours is required to receive the results of the test during which time the new installed water main will remain out of service. Upon notification of the passing of said test the Company may activate new installed water main and place into service. If new section is placed into service then it will be treated as existing water system. Responsibility of the serviceability of the water main is the developer / contractor and the operation is the Company.

SECTION V

SERVICE INSTALLATION AND MATERIALS

V WATER SERVICE INSTALLATION AND MATERIALS

SIZE:

Minimum size service lines between the water main and the water meter shall be one (1) inch unless otherwise specified. All service lines shall be the minimum size(s) specified by the County Plumbing Code in accordance with fixture units or the Company standards. All road crossings shall be sleeved using a minimum of 2 inch schedule 40 PVC casing or approved equal.

LOCATION:

All water services shall extend 3 feet onto property or easements for water meter placement. No water meters will be located in a right of way or private road with potential of being a right of way.

RESPONSIBILITY:

Summit Water is responsible for the installation, maintenance and repair of the water service and materials up to the backside of the meter or meter setter excluding the actual connection to the backflow prevention device. Owner is responsible for connection to the pipe stub which is left by the Company. On new facilities which have not yet been accepted or approved by the Company, the developer / contractor may tap and stub up water service lines in accordance with these specifications and/or as approved by the Company. All materials shall be approved by the Company prior to installation.

CONSTRUCTION:

1. Meter services and meter boxes shall be set to final grade and all adjustments shall be made prior to activation of water service. Meters shall be installed with good workmanship with service inlets and outlets **centered** in the meter box and between 3 to 5 inches below the meter box lid. Service inlet shall be centered at inlet end of box and faced toward outlet end of box. Meter box shall be plastic where installed in landscaped or lawn areas or concrete with a traffic type lid if installed in concrete, asphalted or traffic areas such as driveways or sidewalks.

2. All fittings to be used in the installation of services shall be (brass) barbed insert type fittings with two (2) stainless steel bands. Do **NOT** over tighten bands to point of stripping out threads. Stripped threads will not be acceptable and replaced at contractor's expense. No compression type fittings will be installed without prior approval by the Company.

a. For Iron pipe or copper connections use a 1" barbed brass insert adapter with iron pipe threads of appropriate size to adapt to customer's pipe. Use Teflon pipe dope on all threads to assure proper seal. Install 2ea stainless steel hose clamps to hold barbed side in poly pipe.

b. For PVC type connections use insert adapter as described above and proper pipe thread sealer to adapt PVC couplings to brass. Use the proper glue for the temperature and material to be used.

c. For Poly pipe type connections install a 1" barbed insert union with double hose clamps on both sides of union. If the Poly pipe on the customer's side is different size than the Company's

side then a reducer and a couple of insert adapters and Teflon thread dope will be needed for the installation.

3. **Schedule #14** solid copper locate wire will be spliced into locate wire on the main and installed with the service line to the angle stop. If no existing locate wire is found, attach to the corporation stop or saddle and install to the angle stop, following the service pipe the full length.

4. **Typical water service** shall consist of fittings and pipe as described in attached drawings. 5/8" through 1" size water services shall use corporation stops at the water main, screwed into a ductile iron saddle w/ steel bands. 2" service shall have a threaded two-inch (2") pipe inserted into the saddle and a threaded cast iron two-inch (2") gate valve with valve box meeting the same requirement as valve installation. (Page 20, section B) Services 3" and larger shall have a ductile iron tee fitting and gate valve assembly. 5/8" through 1" meters are to be installed using a minimum of a 12" meter re-setter. 2" meters are to be installed using a 2" x 18" re-setter with a minimum of a 1" bypass pipe & valve. Re-setters are to be equipped with threads compatible to angle meter stop and angle check valve or flanged meter stop and angle check valve based on the size of meter to be installed.

5. **Angle meter stop** with lock flange for 5/8" through 1" meters, 1 1/2" and 2" meters to have angle meter stop with lock flange and two bolt meter yoke capable of accepting 1 1/2" and 2" meters. 3" and larger meters will be installed per Company design and manufacturer's recommendations.

6. **Meters 5/8" through 2"** shall be brass, (Badger). 5/8" through 1" shall have threaded meter yokes. 1 1/2" meters will not be used since this size of meter is not offered in a compound arrangement, which reduces recording error. 2" shall have two bolt style meter yokes. 3" and larger shall be installed per Company design and manufacturer's recommendations.

7. **All services** to have angled check valves connected to customer side of the water meter. Irrigation service and potable water service shall have a Washington State approved backflow device installed directly behind the meter or as approved by the Company. The irrigation backflow device will be separate from potable backflow device. Residential potable water backflow device(s) will be installed and maintained by the Company's contractor. Multi-family, commercial and industrial backflow devices will be installed by the developer / contractor. A copy of the criteria displaying make and model number of the device(s) will be supplied to the Company for review and approval prior to installing. Devices not meeting the Washington State Codes will be rejected and replaced at developer's expense. Annual testing of the device(s) will be the expense of the owner, and a copy of the completed test will be supplied to the Company for database logging and tracking. No connection will be made between the backflow device and potable meter. All secondary devices will be branched downstream of the potable water backflow assembly. The secondary backflow prevention (irrigation, sprinkler systems …) if downstream of the potable water back flow assembly, need not have test or certification information forwarded to the Company.

8. **Fire sprinkler connection** details shall be provided to the Company for review and approval prior to installing. Fire sprinkler systems typically shall be installed on the customer side of the meter for residential systems and must have a backflow device for prevention of cross-connection as specified in the Company's Policy 6.12(r6) "Cross-Connection Control Program Policy and Procedures". A fire sprinkler service requiring a separate tap to an existing water main shall have

associated fittings installed by the Company at the developers expense and shall fall under the same criteria as other water system guidelines and installation. Depended upon the type of fire sprinkler system installed and the classification of the customer, the public water system will be protect from any potential cross-connection by either a double check valve assembly (DCVA) or a reduced pressure detector assembly (RPDA).

INSTALLATION REQUIREMENTS & ACTIVATION:

Prior to the activation of any service connection all fees and charges owed the Company shall be paid in full and the developer / contractor shall have met the backflow (cross-connection) requirements. Meters may only be activated after satisfactory bacteriological reports have been received and a copy of the building permit showing the **passed** inspection of the building plumbing and ditch line (trench) installation signed by Pierce County Public Works inspector. For multiple building type installations no building will have the water service activated until a water meter is installed and the associated fees paid to start billing and a copy of a **passed** building plumbing inspection signed by Pierce County Public Works inspector. All water used must be accounted for per Washington State D.O.E. It is the responsibility of the developer / contractor to schedule and obtain all inspections from Pierce County Public Works, for the ditch line (trench) part of the installation. It is a finable offense for a water utility to activate water service to a building without proper inspections.

SECTION VI

DRAWINGS & DETAILS

SECTION I 2

D

SUMMIT WATER AND SUPPLY COMPANY

BILL OF SALE - WATER

THE UNDERSIGNED hereby conveys and transfers to the SUMMIT WATER AND SUPPLY COMPANY (the "Company") the following described water system infrastructure: (see attached description) W/A Letters 133-_____-_____

This conveyance is made in consideration of the Company's agreement to provide routine maintenance of said property and to provide water services pursuant to the Company's policies, which may be amended from time to time.

The undersigned, and its successors and assigns, covenants and agrees to and with the Company, its successors and assigns, that the undersigned is the owner of said property and has the right and authority to sell the same, that the property is free of all liens or encumbrances, and that the undersigned will, and does, hereby warrant and agree to defend the title of the Company, its successors and assigns, against the claims of all third parties claiming to own the same or claiming any interest therein or encumbrance thereon.

The undersigned further warrants that all laws and ordinances respecting construction of this project have been complied with, and that the property is in proper working condition, order and repair and fit for purposes intended; i.e., for use as a water distribution system including distribution and supply lines adequate for the service intended and has been constructed in accordance with the conditions and standards of the Company.

The undersigned covenants and agrees with the Company to replace, repair and correct any defect in work or materials in respect to the water system infrastructure subject to this Bill of Sale arising during a period of two (2) years from date hereof, without cost to the Company. The undersigned shall further warrant the corrected work for two years after acceptance of the corrected work by the Company.

DATED this _____ day of _____, 20___.

OWNER / DEVELOPER:_____

By:_____

Its:_____

STATE OF WASHINGTON)
)ss
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ signed this instrument, and acknowledged it to be a free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

_____
NOTARY PUBLIC in and for the
State of Washington
My Commission Expires: _____