

LAKESIDE COUNTY WATER AND SEWER DISTRICT SERVICE STANDARDS



LAKESIDE COUNTY SEWER DISTRICT
PO BOX 300
253 BIERNEY ROAD
LAKESIDE, MONTANA 59922
406/844-3881

ORDINANCE NO. 23

STATEMENT OF POLICY

It is expressly understood that this Service Standards document for the LAKESIDE COUNTY WATER AND SEWER DISTRICT does not constitute a contract of any kind. The District expressly retains all rights and responsibilities afforded them by law and district ordinances.

Further, it is understood that this service standards document is issued to inform developers and other property owners regarding district policies for extension of water and sewer services into undeveloped territory. This service standards document may be changed from time to time and is issued as a general guide

My signature below confirms that I have received a copy of the "Lakeside County Water & Sewer District Service Standards".

Date: _____ Signed: _____

Witness: _____

Check with office for recent updates
844-3881

INTRODUCTION

Lakeside County Water & Sewer District assembled this information to assist its customers and their engineers and contractors in planning for and obtaining water and sewer services. The information presented here is intended to supplement the ordinances of the Lakeside County Water & Sewer District, Montana State Plumbing Code and all other Federal or State codes, regulations, laws and ordinances. It is the customer's responsibility to abide by these codes, regulations, laws and ordinances at the time of construction. If there is a conflict in this information and higher legal authority, then the higher authority shall take precedence.

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DISTRICT OVERVIEW & GENERAL INFORMATION

The Lakeside County Water District and the Lakeside County Sewer District consolidated in 1997 and was chartered by the Secretary of State of Montana. The Water district was formed from a private system and expanded in 1978. Construction on the Sewer system was begun in 1987 and the new system was placed in service in 1988. The District boundaries generally encompass the residential and commercial tracts within the Town of Lakeside, south of Lakeside along the shore of Flathead Lake for a distance out onto Conrad Point, north along Flathead Lake to the northern boundary of the Mission View Terrace Subdivision. In addition, the District includes the Highway 93 right-of-way north to the junction of Highway 82 and Highway 93, plus a number of individual properties that have been annexed into the District since 1988. Properties, contiguous with other properties already within the District or the highway right-of-way, may petition the District for service if no other utility jurisdiction is involved in the area. As of December 2004 there were 342 water customers and 711 sewer customers connected to the respective systems.

A central transmission pipeline, that generally follows the Highway 93 right-of-way, conveys sewage north to a wastewater treatment facility utilizing aerated lagoons and a spray irrigation land application system. The Somers County Water & Sewer District shares the same treatment and irrigation sites.

APPLICABLE LAWS AND INDEMNIFICATION OF THE LCWSD

Contractors performing sewer system work in the District shall give all notices and comply with all federal, state and local laws, ordinances and regulations affecting the conduct of the work, and shall indemnify and hold harmless the LCWSD against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, etc., whether by himself or his employees.

PERMITS AND ANNEXATION PETITIONS

Before any new connection is made to the Lakeside County Water & Sewer District [LCWSD] facilities, a *Permit* issued by the District office is required.

Requests for service to properties lying outside the boundaries of the District must, additionally, be accompanied by a *Petition For Annexation* before such requests are considered.

The Board of Directors must act on each *Petition For Annexation*; i.e., "out-of-District" service requests.

NEW SERVICE AREAS -- AGREEMENT FOR SEWER SERVICES

Available system capacity will always be a consideration when out-of-District parcels request sewer service. Also, in-District "over-density" service requests will trigger the same consideration.

Capacity for land within the bounds of the original District [1987] has been allocated on the basis of one equivalent user (average household/single family equivalency) per one-half acre on vacant land or one equivalent user on small buildable parcels already platted in 1987.

Therefore, large capacity service requests in or out of the District may require a *Sewer Service Agreement* between the LCWSD and the developer requesting service. The *Sewer Service Agreement* will define the terms and conditions necessary to secure a commitment for sewer service.

CONTRACTOR BONDING

Three bonds or other acceptable collateral as determined by the Board of Directors, will be required for contractors and/or developers performing main line extension work that will ultimately fall under the ownership of the LCWSD.

Labor and Material Bond
Performance Bond
Warranty Bond

Labor & Material and Performance Bonds shall be 125% of the estimated construction cost.

Developers must provide LCWSD with lien release documentation from suppliers before service on the extended facilities commences.

WARRANTY BOND

Before service is allowed to any extended water or sewer main line, or any installation to be owned by the LCWSD, a warranty bond shall be supplied to the LCWSD. The warranty bond shall be valid for two years from the date the LCWSD takes over the operation of the installation. The bond amount shall be 35% of the actual or estimated construction cost.

LIABILITY INSURANCE

Contractors shall procure and maintain, at their own expense, during the construction period, General Public Liability and Property Damage Insurance including vehicle coverage issued to the contractor and protecting him from all claims for personal injury, including death, and all claims for destruction or damage to property, arising out of or in connection with any operations covered by the contract documents, whether such operations by himself or any Subcontractor under him, or anyone directly or indirectly employed by the Contractor or by a Subcontractor under him.

Insurance shall be written with a limit of liability not less than \$750,000 for each claim and \$1,500,00 for each occurrence. Contractors shall hold harmless, indemnify and defend the LCWSD and each

of its agents, and each of their officers and employees, from any and all liability claims, losses or damage arising, or alleged to arise from performance of the work described herein, but not including the sole negligence of the LCWSD or its representatives. Each policy or certificate shall bear an endorsement or statement waiving the right of cancellation or reduction in coverage without ten (10) days written notice being delivered by certified mail to the LCWSD.

EASEMENTS

Properly recorded easements twenty feet [20'-0"] wide shall be recorded by the developer with the Flathead County Clerk & Recorder in the name of the LCWSD for all extended main line facilities. Proof of such recorded easements shall be provided to the District before any construction can begin on the section of sewer line in need of the easement.

VARIANCES AND APPEALS

Should an application for service or any other problem arise in regard of the Lakeside County Water & Sewer District's ordinances or these Service Standards. The applicant or affected party may appeal in writing within ten (10) days to the Lakeside County Water & Sewer District Board of Directors and request a variance or appeal a decision by the manager.

The Lakeside County Water & Sewer District Board of Directors shall review and respond within thirty (30) days of their decision.

DEVELOPER EXTENSION AGREEMENTS

If a developer or property owner bears the costs of extending services and utilities, a *Developer's Extension Agreement* for a specified period, not to exceed fifteen [15] years, may be signed between the developer or property owner and the LCWSD. The *Developer's Extension Agreement* shall set forth the parcels of property that could connect to the extended main without further main extension, or connect to the lift station without further modification of the station or the force main, and specify the amount to be assessed to each parcel.

The late-coming customer shall pay the extender a pro-rata share of the main and/or lift station and necessary appurtenance costs, including design and inspection fees. The pro-rata share may be based on area, frontage or combination thereof, equivalent users, or other means agreeable between LCWSD and the extender that is fair and equitable to both parties and the future customer. The late-coming customer shall pay the amount assessed to that particular parcel directly to an escrow account, or other depository account agreed upon and recorded in the *Developer's Extension Agreement*. The late-coming customer shall furnish the LCWSD proof of such deposit or payment at the time of application for sewer service for the parcel to be served.

PRE-CONSTRUCTION CONFERENCE

Before commencement of line extension construction, a pre-construction conference will be conducted by the LCWSD and its engineer.

Project ground rules will be disseminated and individual responsibilities established at this meeting.

ROAD PERMITS

A *Flathead County Road Permit* and or *Encroachment Permit* or a *Montana State Highway Department Encroachment Permit* is required for all construction activity on or within the roadway right-of-way.

OTHER INFORMATION AVAILABLE AT THE DISTRICT OFFICE

- District Ordinances
- Plumbing Code
- Construction Specifications
- Montana Code Annotated (Water and Sewer Districts)
- Table of Rates and Fees

POLICIES FOR EXTENSION OF SERVICES

The policies delineated hereunder are directed to implement the service extension plans and recommendations contained in the following services and by extension plans prepared for individual annexed territories. The policies are developed in four sections:

- A. *General Policies*
- B. *Policies For Services In Undeveloped Areas*
- C. *Policies For Services In Developed Areas*
- D. *Policies For Meeting Costs Of Services*

A. GENERAL POLICIES

The following general policies shall be pursued for all properties proposed to be developed within or outside the boundaries of Lakeside County Water & Sewer District [LCWSD].

1. For all properties lying outside the boundaries of the LCWSD, petitions of annexation into the District or a waiver of the right to protest annexation must accompany all service permit applications.
2. For main line extensions and for service area lift stations, LCWSD ownership of extended facilities is assumed at the end of a one-year warranty period following the completion of construction or the commencement of service, whichever is the latter.
3. For developments or subdivisions, a contract or *Sewer Service Agreement* may be required before commitment for sewer service is obtained. *Sewer Service Agreements* define the terms and conditions of such commitment when system capacity availability issues are involved.
4. It will be the DEVELOPER's or property owner's responsibility to construct or establish pump stations, sewer systems, and right-of-ways in accordance to the Extension of Services Plan,

described herein, and LCWSD standards for design and construction, described in *Specifications for Lakeside, Montana Wastewater Treatment Facility, Conveyance, Treatment and Disposal Systems* [Morrison-Maierle, Inc., March 1987], or the equivalent thereof. Certain construction criteria are specified in the specifications included in this document.

5. The sewer system shall be of adequate size and design to handle the requirements of the development. Where a development may create impacts requiring off-site improvements, such as at the treatment/disposal site and/or lift stations, the LCWSD may require the developer to wholly or partially bear the costs of such improvements. The same requirements apply to water system improvements, i.e.: storage, supply, pressure.
6. All proposed extensions will require a written engineering report addressing the impacts on existing system components. (See specifications)
7. Whenever a proposed development necessitates additional sewage capacity than the existing LCWSD lines can transmit, the developer or property owner shall, at his expense, construct facilities or additional lines to meet LCWSD standards and requirements. Any deviations shall be approved by the LCWSD Board of Directors and the District's Engineer.
8. The owner or owners of any undeveloped territory shall be responsible for the costs of preparing an extension of services plan. Plans for extension of services shall include a report that describes all anticipated development in and around the area in question, addressing future service connections, as well as the immediate needs. The report shall include a map or maps of the extended area and adjacent territory to show the following information:
 - a. The present and proposed boundaries of the District;
 - b. The present streets and other utilities and the proposed sewer line extension;
 - c. The general land-use pattern in the area to be developed or annexed;
 - d. The probable serving arrangement of future services connecting to the extended service line in question; and
 - e. The wastewater flow capacity of the proposed extension.
9. To ensure compliance of these policies, all necessary engineering services related to any new, replacement, or remodel of the system components proposed to be owned and/or operated by the LCWSD shall be designed with the approval of the District's Engineer. All costs related to the research, survey, design, construction inspection, preparation of 'as-built' drawings, certification, and installation of sewer facilities shall be borne by the developer or property owner(s). Costs incurred by the LCWSD related to the project, such as engineering or legal professional fees and applicable review fees, shall be added to the normal plant investment fees and inspection fees assessed the developer as determined by the ordinances of the District.
10. At the close out of any project that will be or is owned by the LCWSD a close out document shall be prepared.

Including but not limited to:

- a. Field notes, copy of the inspectors log.
- b. O & M manuals.

- c. Certification of completion from design Engineer.
- d. 3 blueprint copies of the "As-Built" drawings.
- e. One copy on a disc of the "As-Built" drawings in ACAD format.
- f. Lien release from all suppliers.
- g. Copies of all applicable bonds.
- h. Copy of the Contract between LCWSD and Contractor.
- i. Final walk through notes and items to complete.
and any other project related information.

B. POLICIES FOR SERVICE EXTENSION TO UNDEVELOPED AREAS

- 1. Each development shall be conceived as an integral part of the comprehensive services plan of the LCWSD. Therefore, any subdivision or development within the growth areas shall be designed and constructed in accordance with the LCWSD standards for design and construction.
- 2. Any subdivision or residential development proposed outside the LCWSD limits, but within the District's growth boundary, shall be reviewed and approved by the LCWSD Board of Directors and District's Engineer. The LCWSD shall recommend to the Flathead County Health Department and the Montana State Department of Environmental Quality - Water Quality Division the standards and improvements to be provided in such subdivision, in accordance with the services plan included herein.
- 3. Where construction of a sewer system is being considered, the future drainage basin shall be established and main lines sized for potential development based on zoning or probable use of the area.
- 4. It will be the DEVELOPER's or property owner's responsibility to construct sewer lines of adequate size to handle projected wastewater flows.
- 5. The developer or property owner shall provide for all required improvements, including right-of-ways and roadways, at his own cost.

C. POLICIES FOR SERVICES IN EXISTING DEVELOPED AREAS

- 1. In general, territories within the service or planning area with existing utilities and facilities shall be required to upgrade their improvements to conform with LCWSD standards for design and construction as a prerequisite to receiving new District services or any additional District services. The following policies shall apply to such situations.

Prior to making sewer services available to existing developed areas, the LCWSD may require a report describing the following:

- a. The approximate year or period when the existing area was developed;
- b. The location, size, and condition of existing sewer lines or system;
- c. The condition and location of the existing sewer system, including size, material, and grades of the sewer pipes, if any;
- d. The size and location of existing right-of-ways and easements;
- e. The type of surfacing condition and width of roadways;

- f. The existing storm drainage into and out of the area; and
- g. The existing system televised, at the owner's expense.

The report shall include the estimated cost to correct the deficiencies and improve the existing conditions to meet LCWSD standards. The report shall also include an estimated replacement cost of the physical plant that, after annexation, will be maintained and replaced by the LCWSD, together with estimated life of each component based on District policy. The LCWSD may require such a report to be prepared by a professional engineer and reviewed by the District's Engineer. The cost of preparing the report shall be borne by the property owner(s).

- 2. If the property is to be annexed, the LCWSD *Ordinance Of Annexation* shall specifically state the method, areas of responsibility, and time frame for bringing the existing conditions into compliance with the LCWSD standards for design and construction.
- 3. If the LCWSD services are to be extended without annexation, the developer or property owner shall sign a waiver of right to protest future annexation and, also, a waiver to protest participation in the formation of any special improvement district that may be formed to improve the existing services, utilities, streets, and other such improvements.

D. POLICIES FOR MEETING COSTS OF SERVICES

- 1. For the purpose of setting aside adequate funds to replace components of the physical plant, as per the *Policies For Services In Existing Developed Areas* above, the following shall be considered as the estimated life of the various components:
 - a. Structures: 50 years
 - b. Pipelines: 50 years
 - c. Stationary equipment [motors, pumps, conveyors, blowers, etc.]: 20 years

The amount to be set aside each year for replacement of the LCWSD utility system of components shall be the cost of construction, if new, or the total estimated replacement cost divided by the number of years of estimated life remaining.

- 2. It shall be the DEVELOPER'S or the property owner's financial responsibility to extend all utility lines from the existing LCWSD facilities to the affected property, in accordance with service extension plans and the LCWSD standards for design and construction. It shall also be the responsibility of the developer or property owner to construct extended facilities to the boundaries of the affected property in such a manner that facilities can be extended into adjoining properties, in the future, without disturbing existing improvements; or, at a minimum, provide easements in order to prevent obstruction of sewer access for said properties.
- 3. If the developer or property owner bears the cost of extending the services and utilities, a *Developer Extension Agreement* for a specified period, not to exceed fifteen [15] years, may be signed between the developer or property owner and the LCWSD. The *Developer Extension Agreement* shall set forth the parcels of property that could connect to the extended main without further main extension, or connect to the lift station without further modification of the station or the force main, and specify the amount to be assessed to each parcel.
- 4. The latecoming customer shall pay the extender a pro-rata share of the main and/or lift station

and necessary appurtenance costs, including design and inspection fees. The pro-rata share may be based on area, frontage, or combination thereof, equivalent users, or other means agreeable between LCWSD and the extender that is fair and equitable to both parties and the future customer. The latecoming customer shall pay the amount assessed to that particular parcel directly to an escrow account, or other depository account agreed upon and recorded in the *Developer Extension Agreement*. The latecoming customer shall furnish the LCWSD proof of such deposit or payment at the time of application for sewer service for the parcel to be served.

5. If the LCWSD requires the customer or developer extending the sewer facility to install a larger size than required by LCWSD standards for that development, the LCWSD may pay the difference in cost between the larger line size requested by the LCWSD and the size of the line required by said standards.
6. The LCWSD reserves the right to further extend sewer mains installed by the preceding developer or property owner without paying compensation. The LCWSD also reserves the right to charge future sewer utility users beyond those areas outlined in the *Developer Extension Agreement*, if applicable, for their pro-rated share of the LCWSD cost for oversizing of the line. This in no way shall diminish the preceding developer or property owner's right to collect service line connection fees within the limits of a *Developer Extension Agreement*. Such pro-rated costs shall be based on the volume of the flow contributed by the development for which the line was further extended, versus the volume of flow that the oversized portion of the existing main could handle.
7. The monthly user's fee for properties which are outside the LCWSD limits, but desire LCWSD services, and provided these services are available to these properties, shall be charged as follows:
 - For use of LCWSD sewer, the fees shall be 125% of the fee for residents, until such time that the property is annexed into the LCWSD.

These policies may be reviewed and revised by the LCWSD Board of Directors when deemed necessary.

ENCROACHMENT PERMIT REQUIREMENTS

THIS PERMIT IS GRANTED IF THE FOLLOWING CONDITIONS ARE MET:

1. Brush and trees are to be removed from the County road right-of-way on each side of the encroachment for a distance of _____ feet [full length of property] and a setback of _____ feet from the shoulder of the road. (This will facilitate improved roadway maintenance and safety.)
2. Utility installations [cable, piping, etc.] within the County right-of-way must be buried a minimum depth of thirty-six inches [36"] below the ground surface within the County right-of-way. Utilities buried parallel to the road should be placed within five feet [5'-0"] of the right-of-way line. Utility lines buried perpendicular to the road should cross at a ninety degree [90o] angle to the road. (This will reduce the possibility of damage to the utility installation during routine roadway maintenance.)
3. Trenching / Plowing:
Non-shrink backfill material must be used to fill all trenches within the County right-of-way. Vibration and/or compaction may be required to fill voids in specific areas. (This requirement will reduce the potential for future settlement of the trench backfill resulting in settled trenches across the roadway.)

Gravel Roads:

A six-inch [6"] layer of compacted crushed gravel must overlay the non-shrink backfill and be graded even with the original road surface.

Paved Roads:

1. Pavement must be saw-cut a minimum of twenty-four inches [24"] from each side of the trench prior to trenching. (This will reduce the possibility of damage to the adjacent pavement during construction.)
 2. Pavement must be replaced within forty-eight [48] hours after the beginning of trenching. Replacement pavement shall consist of hot mix asphalt which matches the original pavement thickness or a minimum thickness of three inches [3"], whichever is greater.
4. Pushing / Boring:
Push pit areas within five feet [5'-0"] of the shoulder of the road must be filled with non-shrink backfill. The remainder of the push pit must be filled with select material and compacted in six-inch to eight-inch [6" - 8"] lifts to ninety-five percent [95%] of maximum density at the optimum moisture content. (This will reduce damage to relatively new or good paved roads and road shoulders due to settlement.)
- For the exemption of this requirement, proof of extenuating circumstances not allowing pushing must be provided to the County Road Department.
5. All areas within the County right-of-way disturbed during construction must be re-seeded within fourteen [14] days. A four-inch [4"] layer of top soil must be spread over all disturbed areas of the right-of-way prior to re-seeding. (Re-seeding will reduce the potential for growth of noxious weeds on the County right-of-way, as well as the adjacent private property.)
 6. The County Road Department must be contacted to schedule a post-construction inspection.

TESTING & INSPECTION REQUIREMENTS

Extended Facilities Acceptance Testing

Facility acceptance tests required by the LCWSD shall include, but not be limited to, air/water tests, deflection tests, and televised inspections.

Television Inspection Requirements

The LCWSD reserves the right to request and inspect all underground utility systems by the use of a television camera prior to final acceptance. The LCWSD will perform the initial inspection at no cost to the contractor. Any deficiencies shall be corrected at the contractor's expense. The cost of any sewer line cleaning or additional television inspection shall be billed to the contractor. The video tape verification of the inspection shall be held by the LCWSD and shall be the sole property of the District.

Construction Inspection

All development work designed by an Engineer shall be certified and inspected by that Engineer for conformance to plans and specifications. It is the Contractor's responsibility to notify the LCWSD of the work requiring inspection at least twenty-four (24) hours in advance so the LCWSD may schedule such inspection.

All installed utilities to be owned and or operated by the LCWSD shall be inspected by the design Engineer and or district Engineer for 100 % of the time the Contractor is on the project site. All cost for the inspection time of the design Engineer and district Engineer shall be the responsibility of the Contractor or Developer.

LAKESIDE COUNTY WATER AND SEWER DISTRICT PERMIT

P.O. Box 300

Lakeside, Montana 59922

Office 844-3881

(For all new services or existing services changing use or volume discharge)

Date Issued _____ Account No. _____
Applicants Name _____ Tel. No. _____
Job Address _____
Billing Address _____
Property Owner if Different _____
Type of Service: Single Family _____ Multiple Family _____ Commercial _____

Permits Required: Right of Way - Flathead County Road Dept. _____
Right of Way - Montana Dept. of Highways _____
MT State Plumbing - (supplied) _____

Required Items:

Water Meter: Yes ___ No ___ Backflow Preventer: Yes ___ No ___ Developer Reimbursement: Yes ___ No ___
(With remote readout) Meter Box With Flow Meter, check valve & shut-off: Yes ___ No ___

Type of Service _____

	<u>SEWER FEES</u>	<u>WATER FEES</u>
1. Water meter Size: _____		
2. Permit & Inspection Fee	\$ _____	\$ _____
3. Plant Investment Fee-Reserved Capacity	\$ _____	\$ _____
4. Plant Investment Fee-Expanded Capacity	\$ _____	\$ _____
5. Water Tap Parts/Supplies, Water Meter	\$ _____	\$ _____
Total	\$ _____	Total \$ _____

Contractor's Name and Contractor's Name and address:

Contractor Insurance on File: Yes ___ No ___ Contractor Bond: Yes ___ No ___

LCWSD Main-Line inspection: Performed By: _____ Date: _____

Comments:

Installation Requirements: Individual **Sewer** connections shall utilize 4" SDR 35-SD Poly Vinyl Chloride pipe. Gasketed pipe is preferred. Minimum depth of bury is 18" (inches). Completion of line connection is subject to mandatory inspection by LCWSD personnel during regular business hours, 8-5 Monday through Friday. **Provide sketch of service connection on back to show main line connection.** All permits are the responsibility of the applicant. Warranty of installation is property owner/contractor responsibility. Any person(s) performing water and sewer excavation must have proof of insurance on file at the LCWSD office. All **Water** services require a District standard meter pit arrangement with meter, backflow prevention device and curb stop installed. These items are to be paid for by the customer and the ownership will be that of the District. Meter Pit is demarcation point. Abandoned or terminated services must be capped or plugged in an approved manner in order to prevent harms to the systems.

Signature of applicant:

Sketch of Installation on Back

**PETITION FOR ANNEXATION OF LAND TO
THE LAKESIDE COUNTY WATER & SEWER DISTRICT**

_____ (is/are) the owner(s) of the following described real property:

Exact Legal Description as per Tax Statement: _____

Assessor # _____

Pursuant to 7-13-2341 (5), Montana Code Annotated, the undersigned hereby petitions the Board of Directors of the Lakeside County Water & Sewer District to include the land described above, which land is contiguous to the current district. As the sole owner(s) of the above described property, the undersigned further gives consent to the inclusion of such land in the Lakeside County Water & Sewer District and agrees to pay for sewer services at such rates, times and places as shall be determined by the LCWSD Board of Directors.

Dated: _____ 2004

SEWER CAPACITY: Annexation into the LCWSD allows for sewer service capacity based upon an Equivalent User's (equivalent single family dwelling) wastewater generation of 6,600 gallons per month including an allowance for inflow and infiltration. Future increases in capacity requirements (more living units, commercial use, etc.) for property specified here is subject to all fees and assessments that may apply at the time of change of use.

WATER CAPACITY: Annexation into the district for water service allows for service based upon the size of the water meter (3/4", 1 1/2", etc.) and corresponding Volume Ratio Units (3/4" = 1, 1 1/2" = 4 VRUs, etc.)
Construction is to be completed within 180 days or additional fees may be assessed.

State of Montana
County of Flathead

On this ____ day of _____, 20____, before me, a Notary Public for the State of Montana, personally appeared _____, known to me to be the person(s) whose name(s) (is/are) subscribed to the foregoing instrument as the Owner(s) of Record, and acknowledged to me that he/she/they executed the same.

In Witness Thereof, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate last above given.

Notary Public for the State of Montana
Residing at _____
My Commission expires _____

LABOR AND MATERIAL PAYMENT BOND

**(This bond is issued simultaneously with Performance Bond
in favor of the Owner conditioned on the full and
faithful performance of the Contract)**

KNOW ALL MEN BY THESE PRESENTS: that _____

as Principal, hereinafter called Contractor, and, _____

as Surety, hereinafter called Surety, are held and firmly bound unto _____

as Obligee, hereinafter called Owner, in the amount of _____

_____ Dollars (\$ _____),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____ 20____, entered into a contract with Owner for _____

_____ in accordance with Drawings and Specifications prepared by _____

_____, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental or equipment directly applicable to the Contract.

2. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced thereunder by any claimant;

a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: The Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Contractor ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith thereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this Bond.

Contractor (Seal)

Title

Surety (Seal)

Title

(Resident Agent)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal,
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called Owner, in the penal sum of _____

_____ Dollars, (\$ _____)

in lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense that the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary thereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this _____ day of _____, 20____.

ATTESTED:

(Principal) Secretary By _____

(SEAL)

(Witness as to Principal) _____
(Address)

ATTEST:

(Surety) Secretary By _____
(Attorney-in-Fact)

(SEAL)

Witness as to Surety _____
(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

[EXAMPLE]
SEWER SERVICE AGREEMENT

LAKESIDE COUNTY WATER & SEWER DISTRICT

This Agreement between the LAKESIDE COUNTY SEWER DISTRICT [LCWSD], hereinafter referred to as DISTRICT, and _____, hereinafter referred to as DEVELOPER or LANDOWNER;

WITNESSETH:

WHEREAS, the DEVELOPER desires sewer service from the DISTRICT and it is to the mutual benefit of the DISTRICT and the DEVELOPER to provide an extended sewer main to the residential property owned by the DEVELOPER and others generally described as the _____ Subdivision, located in Flathead County, near Lakeside, Montana. The purpose of this Agreement is to establish procedures for further planning, quote fees, and provide for a commitment to serve the proposed subdivision. The financial terms expressed in this Agreement are good through _____. After that date, the numbers expressed herein may be revised, as established by LCWSD Board of Directors' action;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties to this Agreement do hereby agree as follows:

1. **SEWER MAIN EXTENSION:** DEVELOPER shall construct a sewer main extension to and within the subdivision mentioned herein. All new facilities destined for LCWSD ownership and ongoing maintenance shall be identified on all drawings and is described as the extended sewer main and all its appurtenances. New sewer district boundaries shall be identified on all maps. Extension of sewers must be to LCWSD specifications, with LCWSD engineer approval, prior to construction.
2. **COLLECTION SYSTEM:** DEVELOPER shall construct a collection system in the subdivision as defined under "*Initial Service Area*" below. Landowners shall, at their expense, install and maintain all sewer service lines from DISTRICT'S main line to each building. Such installations by the DEVELOPER must meet the DISTRICT'S ordinance specifications. All collection and service lines will be of a "conventional" sewer system [no gray water systems].
3. **SERVICE:** The DISTRICT shall furnish sewer service to DEVELOPER subject to the limitations and agreements set forth below and subject to its rules, regulations and policies for service now in force or as hereafter amended.
4. **FEES:** For permission to secure capacity for this subdivision, DEVELOPER must pay all District Plant Investment Fees, impact fees, and inspection fees as set forth herein and as may be changed from time to time. The DEVELOPER'S contractor or plumber shall obtain approval in writing [LCWSD permit] from the DISTRICT prior to connecting to DISTRICT lines. Upon approval of the connection, the DEVELOPER shall be assessed an inspection fee and a variable, 3-element Plant Investment Fee ["A" below], for Phase One of the proposed subdivision, to the DISTRICT according to the following schedule:

- A. Plant Investment Fee [assume one Equivalent User per lot]:
- 1) Impact Fee for each of the Phase 1 lots
(Due and payable at the time of signing this Agreement)
 - 2) Variable Fee [escalates annually] starting at \$_____ per lot
(Due upon sale of each lot or \$_____ per year, whichever is greater, until paid in full.
Example: \$_____ x _____ lots = \$_____ / 5 years = \$_____ / year)
 - 3) Latecomers pro-rata share of LCWSD basic system Back Capital Costs within "initial service" area
(Due and payable at the time of individual permit application: \$_____ per Equivalent User)
- B. Inspection Fee:
- 1) Main Line Extension - included in Impact Fee
 - 2) Latecomers [per hook-up] - Variable
(For fiscal year _____, \$_____ per hook-up)

The above described schedule is based on the Sewer Expanded Capacity Plant Investment Fee of \$3,426.00 per EDU in effect as of January 1, 2005. It also reflects the regular Lakeside water system Plant Investment Fee of \$1,993.00 per EDU. These fees escalate periodically based on variable expansion costs and/or the cost of money.

5. PROPERTY SERVED: The DISTRICT shall furnish sewer service to DEVELOPER for the following described property, also known as Phase One of the proposed subdivision:

INITIAL SERVICE AREA: (All occupied structures in the initial service area will connect to the extended system.)

(Name of Subdivision / Project)

<u>Lot No.</u>	<u>Lot No.</u>	<u>Lot No.</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total Annexing Parcels or Tracts: _____

FUTURE SERVICE AREA: Other parcels not listed above require prior approval by the LCWSD and may require an Engineering Report evaluating LCWSD system impacts.

6. EXPIRATION PERIOD: This Agreement is for ten [10] years. If Phase One of the proposed subdivision is not completely built out within ten [10] years of the signing of this Agreement, the DEVELOPER forfeits all prepaid fees and assessments paid to the DISTRICT and capacity commitments are available for re-allocation by the DISTRICT.

GENERAL REQUIREMENTS

1. ANNEXATION REQUIRED: All property served by the LCWSD system must be annexed into the DISTRICT. Annexation requests will be considered on the basis of system capacity availability.
2. BILLING ENTITIES: One billing entity will be established for each Equivalent User.
3. HOLD HARMLESS: The LANDOWNER agrees to hold the DISTRICT free and harmless from any and all liability regarding the LANDOWNER lines or regarding the LANDOWNER hooking to the DISTRICT's lines and will indemnify the DISTRICT for any damages caused to the DISTRICT or any of the DISTRICT's property or any third party who makes claims against the DISTRICT. This indemnification and hold harmless clause is intended to be broad in scope and all encompassing. This indemnification and hold harmless extends to the governing board of the DISTRICT, the DISTRICT's Manager or employees, as well as to the DISTRICT itself.
4. AGREEMENT TO ENCUMBRANCE: The LANDOWNER specifically agrees that this Agreement shall constitute an encumbrance on the land described above, and this encumbrance shall run with the land and be binding upon subsequent purchasers, assignees, heirs, or any other persons or entities coming into possession of the lands as described above during the term of this Agreement. The DISTRICT will record this Agreement with the Flathead County Clerk and Recorder, but failure of the DISTRICT to so record this Agreement with the Flathead County Clerk and Recorder shall not void the binding effect of this Agreement on subsequent purchasers or subsequent mortgagees. The LANDOWNER has the duty and burden of informing subsequent purchasers, heirs, assigns, mortgagees, or others obtaining an interest in the land of this Agreement.
5. INGRESS AND EGRESS: LANDOWNER grants permission to the DISTRICT to enter LANDOWNER's property to make reasonable inspections as the DISTRICT deems necessary and for purposes of repairs, maintenance, operation, replacement, removal, and inspection of DISTRICT lines and service lines. LANDOWNER further agrees that LANDOWNER will not build structures on or over any DISTRICT-owned lines and, in the event of any structure on or over said line, the DISTRICT will have the right to remove said structures at LANDOWNER's cost and the DISTRICT has no obligation to repair or replace said structures.
6. DESIGN: The DISTRICT shall have the authority to determine the location and design of any service line connected to its collection system. LANDOWNER shall not make any connection or extension on LANDOWNER's service line for the purpose of supplying sewer service to any other building or land. Each residence shall have its own sewer service line and separate connection to the sewer main.
7. DEBT REPAYMENT: In addition to the fees for use, the LANDOWNER may be required, through the Monthly User Fee as determined by the Sewer Board, to make adjusted payments brought about by increased Operation and Maintenance Cost and Construction Cost relative to System Capacity needs. Parties requesting annexation into the DISTRICT agree that in the event revenues of the DISTRICT are inadequate to pay for operations, maintenance and debt costs, the DISTRICT have the option to assess lands within the DISTRICT to meet those commitments.
8. DEFAULTS: In the event of non-payment or default in any term of this Agreement, the DISTRICT may terminate services or enforce payment or enforce DISTRICT rules and regulations using the appropriate court systems. The LANDOWNER specifically agrees that the DISTRICT may elect to have any delinquent charges for sewer service collected as a tax against the real property described above, per MCA 7-13-2301.
9. LITIGATION: In the event legal proceedings are instituted to enforce payment or other provisions of this Agreement, the prevailing party shall be entitled to a reasonable attorney fee, as well as costs and disbursements.

10. QUALITY OF SEWAGE: Standards for the quality and content of normal residential wastewater are specified in the ordinances of the DISTRICT. Meeting those standards and ensuring effective effluent odor controls are the sole responsibility of the DEVELOPER or his successors.

11. EASEMENTS: Properly recorded easements, twenty feet [20'-0"] wide shall be recorded by the DEVELOPER with the Flathead County Clerk and Recorder in the name of LCWSD for all extended main line facilities. Proof of such recorded easements shall be provided to the DISTRICT before wastewater flows begin.

12. POLICY FOR EXTENSION OF SERVICES: Nothing in this Agreement supersedes or nullifies any of the "*Policies For Extension Of Services*" or ordinances of the DISTRICT.

13. WATER METER REQUIREMENT: Each structure that connects to this extended system shall, at their expense, install a water meter with an Automatic Meter Reading (AMR) capability that meets DISTRICT standards.

14. WARRANTY PERIOD: Responsibility for all maintenance repairs, inflow and infiltration problems, and/or any other condition requiring corrective action will remain with the DEVELOPER for one [1] year from the time of the first service connection to the newly extended main line. Following a successful final inspection after the warranty period, LCWSD will assume ownership of the extended main line and all operations and maintenance responsibilities. Before final inspection is complete, DEVELOPER will provide DISTRICT with cost breakdown of main line installation.

DEFINITIONS

1. "Agreement" will mean this water and sewer service agreement.
2. "Design area" will mean and include those parcels of land described herein and reflected on the maps and plans of the water and sewer service main line extensions.
3. "District Lines" will mean all existing main lines owned by the DISTRICT and any similar lines being extended by the DEVELOPER to be owned by the DISTRICT at the end of the warranty period.
4. "Equivalent Dwelling Unit" (EDU) - Equates to one average single family residence or 3/4" water meter.
5. "Expanded Capacity" - 1) All out-of-district service requests, and/or
- 2) In-district service requests exceeding allocated parcel capacity of one EDU per one half acre.
Note: "Out-of-District" refers to all parcels located outside the boundaries of the original sewer district as it was originally configured when sewer service was established in 1987/88.
6. "Extended Sewer Main" will mean those sewer mains and appurtenances from the existing sewer mains located _____ (describe) _____.
7. "Extended Water Main", similarly, will mean the water mains serving this subdivision from the point of interface with existing DISTRICT mains.
8. "Impact Fee" - Portion of Plant Investment Fee required in order to secure requested system capacity.
9. "Initial Cost" will mean and include all costs related to the design, construction and installation of the extended water and sewer mains.

10. "Initial Service Area" is described as _____

11. "Latecomer" will mean any entity connecting directly to the extended water and sewer mains.

12. "Plant Investment Fee" - A variable fee (over time) intended to recover an EDU's pro-rata share of the capital cost for the construction and provisioning of the water and sewer systems. This fee is reviewed biannually by the DISTRICT Board of Directors for appropriate application.

13. "Sewage", "Effluent "and "Wastewater" are used interchangeably.

14. "Structure" - Buildings in which plumbing fixtures are installed and have drainage thereon.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this _____ day, of _____, 2005.

ATTESTED: _____

BY _____
LAKESIDE COUNTY WATER & SEWER DISTRICT

ATTESTED: _____

BY _____
DEVELOPER

DEVELOPER EXTENSION AGREEMENT

LAKESIDE COUNTY WATER & SEWER DISTRICT

This Agreement, made and entered into this _____ day of _____, 20____, by and between the LAKESIDE COUNTY WATER & SEWER DISTRICT, hereinafter referred to as DISTRICT, and _____, hereinafter referred to as DEVELOPER.

WITNESSETH:

WHEREAS, it is to the mutual benefit of the DISTRICT and the DEVELOPER to provide an extended sewer main and an extended water main for property owned by the DEVELOPER described as _____, a subdivision located near Lakeside, Montana; and

WHEREAS, the parties to this Agreement desire to provide for the collection of the expenses and costs of the extended sewer main, the extended water main, and the storm sewer installation on the _____;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties to this Agreement do hereby agree as follows:

DEFINITIONS

1. "Agreement" shall mean this *Developer Extension Agreement*.
2. "Design Area" shall mean and include those parcels of land shown on Exhibits _____, attached hereto and incorporated herein by this reference.
3. "Extended Sewer Main" shall mean that sewer main and appurtenances extending from the existing sewer main located in _____, beginning at the _____.
4. "Gravity Service Area" shall mean the parcels of land that are to be served by the Extended Sewer Main, shown as Exhibit _____.
5. "Lift Service Area," as shown on Exhibit _____, shall mean the parcels of land that would contribute sewage to the Extended Sewer Main via a tentative lift station and force main. Said lift station and force main are not included in this Agreement.
6. "Extended Water Main" shall mean that water main and appurtenances extending from the existing water main located nearest _____, to the end of the new water extension as shown on Exhibit _____.
7. "Water Service Area" shall mean the parcels of land that are to be served by the Extended Water Main as shown on Exhibit _____.
8. "Latecomer" shall mean the entity connecting to the Extended Sewer Main or the Extended Water Main, or who contributes sewage to the Extended Sewer Main or who receives water from the Extended Water Main, and who did not share in the initial cost of the Extended Sewer Main or the Extended Water Main.
9. "Initial Cost" shall mean and include all costs related to the installation of the Extended Sewer Main and

the Extended Water Main, which shall consist of the design and inspection fees and the construction costs.

10. "Entity" shall mean an owner's specific parcel of land shown on Exhibits _____, attached, and shall mean the owner of each dwelling unit.

11. "Escrow Agent" shall mean _____, whereto the Latecomer pays the stipulated fee and from which disbursement is made to the DEVELOPER.

PERIOD OF AGREEMENT

This Agreement shall be in effect for a period of fifteen [15] years after completion of the Extended Sewer Main and the Extended Water Main and installation of the Storm Sewer. The date of completion is hereby established as _____. Therefore, the termination date shall be _____. Upon the termination of this Agreement, the DEVELOPER shall not be entitled to any further Latecomer fees.

During the period of the Agreement, the DISTRICT shall have the right to allow other entities outside of the service areas, shown on Exhibits __, to connect to the Extended Sewer Main and to the Extended Water Main without payment of any fee to the DEVELOPER.

INITIAL COST

The DEVELOPER shall pay an initial cost of constructing the Extended Sewer Main and the Extended Water Main. The initial cost is herein established as follows:

GUARANTEE AND MAINTENANCE

The DISTRICT shall maintain the acceptably constructed Extended Sewer Main. However, the DEVELOPER shall replace or repair any defect in material or workmanship for a period of one [1] year after the foregoing completion date.

DISTRICT FEES

The DISTRICT shall receive payment for establishing usage and connecting fees, in accordance with the rate schedule by the DISTRICT.

ESTABLISHING OF ESCROW AGENT

The DEVELOPER shall pay all costs in establishing and maintaining the escrow account.

LATECOMER'S FEE TO DEVELOPER

With the exception of Tracts _____, which are lots owned by the DEVELOPER and were the cause of the Extended Sewer Main and Extended Water Main, the DISTRICT shall not issue any permits for connection to the Extended Sewer Main or the Extended Water Main, or any connection which will contribute to the Extended Sewer Main or receive water from the Extended Water Main, unless said entity presents a receipt evidencing payment of the fees required herein to the DEVELOPER at the time the entity makes application for a permit to connect, nor will the DISTRICT allow any properties in the Gravity Service Area, Lift Service Area, and Water Service Area to be connected without paying the Latecomer's fee, to the DEVELOPER, included herein. Latecomers that must extend the main lines beyond this subdivision, in the future, are not subject to the DEVELOPER reimbursement terms contained herein.

EXTENDED SEWER MAIN

Total Service Area: _____

Total Cost: _____

Cost Per Acre: _____

Gravity Service Area: _____

<u>Tract</u>	<u>Area In Acres</u>	<u>Established Fee</u>
--------------	----------------------	------------------------

SUBTOTAL - Gravity Service Area: _____

Lift Service Area: _____

<u>Tract</u>	<u>Area In Acres</u>	<u>Established Fee</u>
--------------	----------------------	------------------------

SUBTOTAL - Lift Service Area: _____

TOTAL: _____

EXTENDED WATER MAIN

Total Service Area: _____

Total Cost: _____

Cost Per Acre: _____

<u>Tract</u>	<u>Area In Acres</u>	<u>Established Fee</u>
--------------	----------------------	------------------------

TOTAL: _____

The above established fees shall be increased thirteen percent [13%] on each twelve-month anniversary date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTESTED: _____ BY: _____
LAKESIDE COUNTY WATER & SEWER DISTRICT

ATTESTED: _____ BY: _____
DEVELOPER

PRE-CONSTRUCTION CONFERENCE

LAKESIDE COUNTY WATER & SEWER DISTRICT

DATE _____

TIME _____

LOCATION _____

1. ORGANIZATION REPRESENTATIVES	Phone No.	Present
A. <u>Owner / Developer</u> _____	_____	_____
B. <u>Lakeside County Water & Sewer District</u> _____	_____	_____
C. <u>Project Manager</u> _____	_____	_____
D. <u>Principal Engineer</u> _____	_____	_____
E. <u>Project Engineer</u> _____	_____	_____
F. <u>Contractor</u> _____	_____	_____
G. <u>Contractor's Superintendent</u> _____	_____	_____
_____	_____	_____
Utility Contacts _____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. CONTRACT	
A. Properly executed	_____
B. Labor & Material Payment Bond	_____
C. Performance Bond	_____
D. Insurance	_____
E. Contract Amount	_____
F. Contract Time	_____
G. Notice Of Award	_____
H. Notice To Proceed Date	_____
I. Start Work Date	_____
J. Completion Date	_____
K. Liquidated Damages	_____
L. Lien Releases: Performance	_____
Supplies	_____

3. RESPONSIBILITIES OF PARTIES

A. CONTRACTOR

1. Construct project in accordance with Contract Documents
2. Supervise all work crews and subcontractors
3. Safety of all workers on site, in accordance with OSHA Regulations
4. Notification of all utility companies, in writing, and request for locations of utilities prior to starting project work

B. ENGINEER

1. Observe construction and provide Quality Assurance
2. Interpret Contract Documents
3. Advise Owner on contract matters
4. Review and certify monthly Pay Requests and any Change Orders

C. LAKESIDE COUNTY WATER & SEWER DISTRICT

1. Observe construction and inspection
2. Consult with Project Engineer
3. Supervise testing requirements
4. Provide warranty inspection and acceptance

D. OWNER

1. Payment, in accordance with Contract Documents
2. Contract signatory and final decision on contractual matters.

E. COMMUNICATIONS to and from Contractor shall be through the Engineer

4. SUBMITTALS

A. CONSTRUCTION SCHEDULE

1. Typewritten memo or bar chart
2. Review and update requirements in Supplemental General Conditions

B. SHOP DRAWINGS

1. Master List with schedule
2. Submitted by prime Contractor only
3. Operations and maintenance information
4. To be submitted in copies of five (5)

C. List of SUBCONTRACTORS on job

5. UTILITY LOCATIONS and COORDINATION

6. EASEMENTS and SITE ACCESS

7. TRAFFIC PLAN

- A. To be submitted by Contractor and reviewed by Engineer
- B. Coordination of essential services and notification procedure shall be responsibility of the Contractor (law enforcement; fire; ambulance; school bus; road reports)
- C. Truck routing

8. MATERIAL DISPOSAL and CLEAN-UP

- A. Disposal site(s) identified
- B. Written permission of property owner provided to grantee
- C. Daily clean-up
- D. Wetlands cannot be filled on private or public property

9. MATERIALS STORAGE

- A. Location
- B. Written permission by owner
- C. Secured
- D. Prior to payment, conform to shop drawings and O&M information provided

10. PERMITS

- A. Building (local and State may be required) -- _____
- B. Construction de-watering: WQB -- _____
- C. 310 Permit: County Conservation District -- _____
- D. 124 Permit: Fish, Wildlife & Parks -- _____
- E. Floodplain: local floodplain authority -- _____
- F. State blasting permit -- _____
- G. Road encroachment permit:
 - County _____
 - State _____
 - Private _____

11. PROGRESS MEETINGS and REPORTS

- A. Project Engineer, Inspector, Contractor, Lakeside County Water Sewer District, and Owner -- *Bi-monthly report by Engineer*
- B. Schedule -- *Updated weekly*

12. PAYMENT

- A. Monthly estimate preparation
- B. Cut-off date: _____
- C. Invoices for materials in storage: *Documented with paid invoice*
- D. Certified payrolls: *Submitted* _____ *to* _____
- E. Retainage: _____
- F. Lien releases from suppliers to Lakeside County Water & Sewer District

13. PAYROLLS

- A. Wage Decision No.: _____
- B. Payrolls checked by: _____
- C. Subcontractor compliance is responsibility of prime Contractor
- D. Superintendent and owner-operators shown on payroll
- E. Certified by grantee at completion
- F. Overtime provisions (overtime over 40 hours per week)

14. CHANGE ORDERS

- A. All Contract Change Orders in writing
- B. Cost breakdown, negotiation and Engineer's estimate (if no unit prices)
- C. Stop and start work in writing (recommend no-cost Change Order)

15. RECORD DRAWINGS (AS-BUILTS)

- A. Contractor's responsibility: *One copy delivered to _____ within _____ days of project completion*
- B. Withhold final payment until received
- C. Three [3] copies of drawings to Lakeside County Sewer District

16. STAKING

- A. Control stake-out: *Completed / To Be Completed*
- B. Job stake-out: *Completed / To Be Completed*

17. TESTING

- A. Payment: *Passing tests paid by Contractor*
- B. Tests requiring Engineer's observation: *Compaction; Deflection; Air; Hydraulic; Television*
- C. Re-test payment: *Paid by Contractor*
- D. Laboratory/Company: _____
- E. Contractor to submit Proctor test for all fill material
- F. Final acceptance tests: *Pressure Test; Hydrostatic Test; Televised Inspection*

18. SAFETY

- A. Trenching practices: *In accordance with OSHA*
- B. Hard hats: *Required at all times on job site*
- C. Weekend clean-up: *Close pits or properly sign*
- D. Engineer to notify appropriate government agency of serious or frequent violations

20. TEMPORARY SERVICES

- A. Field office with telephone
- B. Toilets
- C. Water
- D. Electricity

20. LOCAL CONDITIONS

- A. Work hours
- B. Dust, noise and burning
- C. Public safety

21. PROJECT SIGN -- _____

22. POSTINGS -- _____

23. OTHER ITEMS

Prepared by _____

SPECIFICATIONS FOR SEWER and WATER

LAKESIDE COUNTY WATER & SEWER DISTRICT

SEWER COMPONENTS

GRAVITY SEWER LINE	8" SDR 35 PVC (min.)
FORCE MAIN SEWER LINE	4" HDPE SDR 15 (min.)
SERVICE LINE (GRAVITY)	4" SDR 35 PVC (min.)
SMALL DIA. FORCE MAIN SERVICE	2" HDPE SDR 15 (min.)
FORCE MAIN TIE-IN SADDLE	Romac saddle style 202 N nylon w/ stainless steel straps or approved equal
FORCE MAIN TIE-IN VALVE	MULLER 300 ball corp valve or approved equal
SERVICE LINE (GRAVITY)	4" SDR 35 PVC (min.)
SMALL DIA. FORCE MAIN SERVICE	2" HDPE SDR 15 (min.)

SPECIFICATIONS FOR SEWER and WATER (cont.)

WATER COMPONENTS

GATE VALVE	Mueller resilient wedge gate valve, 12" and under, A2360
TAPPING VALVE	Mueller resilient seat tapping valve
TAPPING SADDLE	Power Seal Stainless Steel Model 3490AS
VALVE BOXES	Tyler 6860 Series DD - screw type #6 Base for water
CORPORATION STOPS	Mueller H-15026 3/4" & 1"
	Mueller H-15008 3/4" & 1"
	Mueller B-25008 3/4" & 2" CC x 110
	Mueller H-15013 1-1/2" & 2"
	Mueller B-25000 3/4" & 1"
	Mueller B-25005 3/4" & 1" cc x Insta
SERVICE SADDLES	Smith Blair Model 371 4" - 12"
	Smith Blair Model 372 4" - 12"
	Romac Model 304 2" - 12"
	Romac Model 305 10" - 32"
	Mueller Brass H16000 H13000
SERVICE PIPE (200 PSI)	Main to Building
	1. PE Pipe (IPS) SDR 7 - 3/4" & 1"
	2. PE Tube (CTS) SDR 9 - 1-1/2" & 2"
CURB STOP	Mueller H-15209 3/4" - 2" Cop x Cop
	Mueller B-25209 3/4" - 2" Cop x Cop
	Mueller H-15172 3/4" - 2" Cop x FIP
	Mueller B-25172 3/4" - 2" Cop x FIP
	Mueller B-25204 3/4" - 2" COP x Inst
	Mueller H-15213 3/4" - 1" Inst x Inst
	Mueller B-20283 3/4" - 2" FIT x FIT
	Mueller H-10314 w/stationary rod
	Mueller H-10334
ADJUSTABLE RISERS	Tyler 64-A 7 65-B
COUPLINGS	Solid sleeve - Ductile iron - Romac 501 or equal
JOINT RESTRAINT	Megalug 2000 or thrust blocks
FIRE HYDRANT	Mueller Super Centurion 200, 5-1/4", 3-way
MANHOLE F/C	Inland Foundry Model 771, B = Ball valve H = Ora seal
METER BOX (Meter Pit)	Mueller Thermal-Coil Meter Box

WATER METER

Metron-Farnier eq/w AMR transmitter (Minimum size = 3/4")

CONSTRUCTION SPECIFICATIONS

LAKESIDE COUNTY WATER & SEWER DISTRICT

SANITARY SEWER SYSTEMS

Sanitary sewer systems shall be designed, constructed, and tested in accordance with the current editions of *the State of Montana Water Quality Standards*, the *Construction Specifications - Lakeside County Water & Sewer District*, and the *Montana Public Works Standard Specifications*.

In addition the following shall apply to the design of all sanitary sewers:

Gravity Sewers:

A written report shall assess the ability of the existing collection and conveyance system to handle the peak design flow from the project and the impact on the Waste-water Treatment Plant.

Sewage Lift Stations:

A written report shall be submitted for any project that will create a new sewage lift station or will contribute to an existing sewage lift station. The report for a new sewage lift station shall contain, but not be limited to, the following:

1. A description of the proposed wet well, pumping station, and force main.
2. The capacity of the recommended pump and potential for upgrading.
3. A map showing the potential lift station service area [service area beyond the initial installation].
4. The average and peak design flows for the proposed project and for the potential service area.
5. The hydraulic capacity of the force main.
6. The reserve capacity of the lift station when the proposed project is on-line at full capacity.
7. The pump run and cycle times for the average and peak design flows.
8. Strategies for improvements which may be necessary to accommodate future sewer extensions [i.e., increased storage, pumping or auxiliary power capacity].
9. A statement of the pump selection process, including the engineer's calculations for the total dynamic head, total discharge head, net positive suction head, and other pertinent pump selection criteria.
10. The designed pump operating curve plotted on a manufacturer's pump performance chart with the designed operating point clearly identified.

The report for a project that will contribute to an existing sewage lift station shall contain, but not be limited to, the following:

1. A description of the existing wet well, pumping station, and force main.
2. The capacity of the existing pumps and potential for upgrading.
3. A map showing the potential lift station service area.
4. A list of the existing users and their average design flows.
5. The existing peak design flow and reserve capacity.
6. The pump run and cycle times for the existing average and peak design flows.
7. The hydraulic capacity of the force main.
8. A list of the proposed users and their average design flows.
9. The proposed average and peak design flows to the lift station.
10. The reserve capacity of the lift station with the proposed project on-line at full capacity.
11. The pump run and cycle times for the proposed average and peak design flows.
12. Recommendations for improvements, if necessary, to enable the lift station to serve the proposed project.

Unless otherwise approved by the District's Engineer, the **pumping system** shall be of the above-ground, self-priming, suction lift type, capable of passing a three-inch (3") solid. The pumps shall be manufactured by the Gorman Rupp Company, or an approved equal. An emergency power supply will be required for all lift stations. The LCWSD reserves the right to accept or reject the proposed lift station, based on the finding from three different sources. The sources shall be from Montana, Idaho or Wyoming.

An **alarm system** shall be provided that is capable of detecting power interruption, phase failure, high water, and high motor temperature conditions. The alarm signals shall be directed to an on-site alarm monitoring and telemetry system. The alarm monitoring and telemetry system shall be a Healy-Ruff compatible model, as manufactured by Healy-Ruff Pump Pak. An hour meter, suction pressure gauge, and discharge pressure gauge are required on each pump. Amperage meters need to be capable of reading each leg of the electrical wiring to the pumps.

Cathodic protection is required for all lift stations having a metallic exterior. The District's Engineer shall submit an analysis of the amount of cathodic protection required.

Excavation within the Public Right-of Way

Unless otherwise approved by the District Engineer, all Excavated materials shall be immediately loaded into trucks, removed from the site and disposed of by the Contractor. Excavated materials shall not be stockpiled on site. Native materials shall not be used for backfill unless approved by the District Engineer. Trench backfill within the public right-of-way shall provide uniform gradation mixture in accordance with the requirements of the current edition of the Montana Public Works Standard Specifications (MPWSS).

Minimum Pipe Size:

- The minimum diameter of any gravity sanitary sewer main shall be eight inches (8”).
- The minimum diameter of any water main shall be six inches (6”).

Sanitary Sewer Service Lines:

Structures containing two or more residences and offices or businesses that are rental units under common ownership may have one service line for all occupants within a single structure, assuming building and plumbing code compliance.

Quality of Sewage:

No development shall introduce any sewage into the LCWSD Sanitary Sewer System that is not consistent with the requirements of the LCWSD Ordinances, or as subsequently amended.

The report for a project that will contribute to an existing sewage lift station shall contain, but not be limited to, the following:

1. A description of the existing wet well, pumping station, and force main.
2. The capacity of the existing pumps and potential for upgrading.
3. A map showing the potential lift station service area.
4. A list of the existing users and their average design flows.
5. The existing peak design flow and reserve capacity.
6. The pump run and cycle times for the existing average and peak design flows.
7. The hydraulic capacity of the force main.
8. A list of the proposed users and their average design flows.
9. The proposed average and peak design flows to the lift station.
10. The reserve capacity of the lift station with the proposed project on-line at full capacity.
11. The pump run and cycle times for the proposed average and peak design flows.
12. Recommendations for improvements, if necessary, to enable the lift station to serve the proposed project.

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Quality of Sewage:

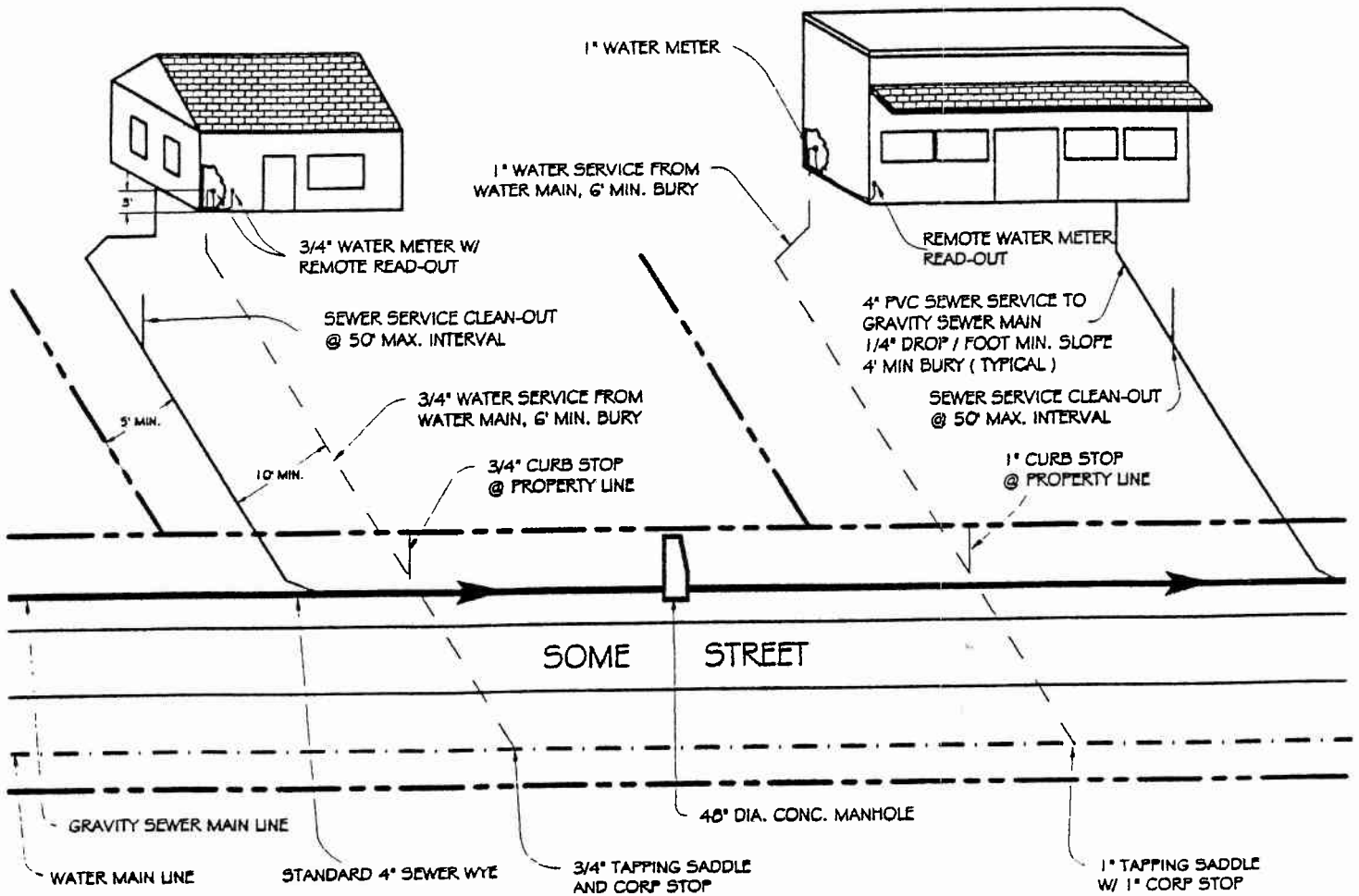
No development shall introduce any sewage into the LCWSD Sanitary Sewer System that is not consistent with the requirements of the LCWSD Ordinances, or as subsequently amended.

STANDARD SEWER & WATER SERVICE CONNECTION

N.T.S.

ALL SINGLE FAMILY BUILDINGS

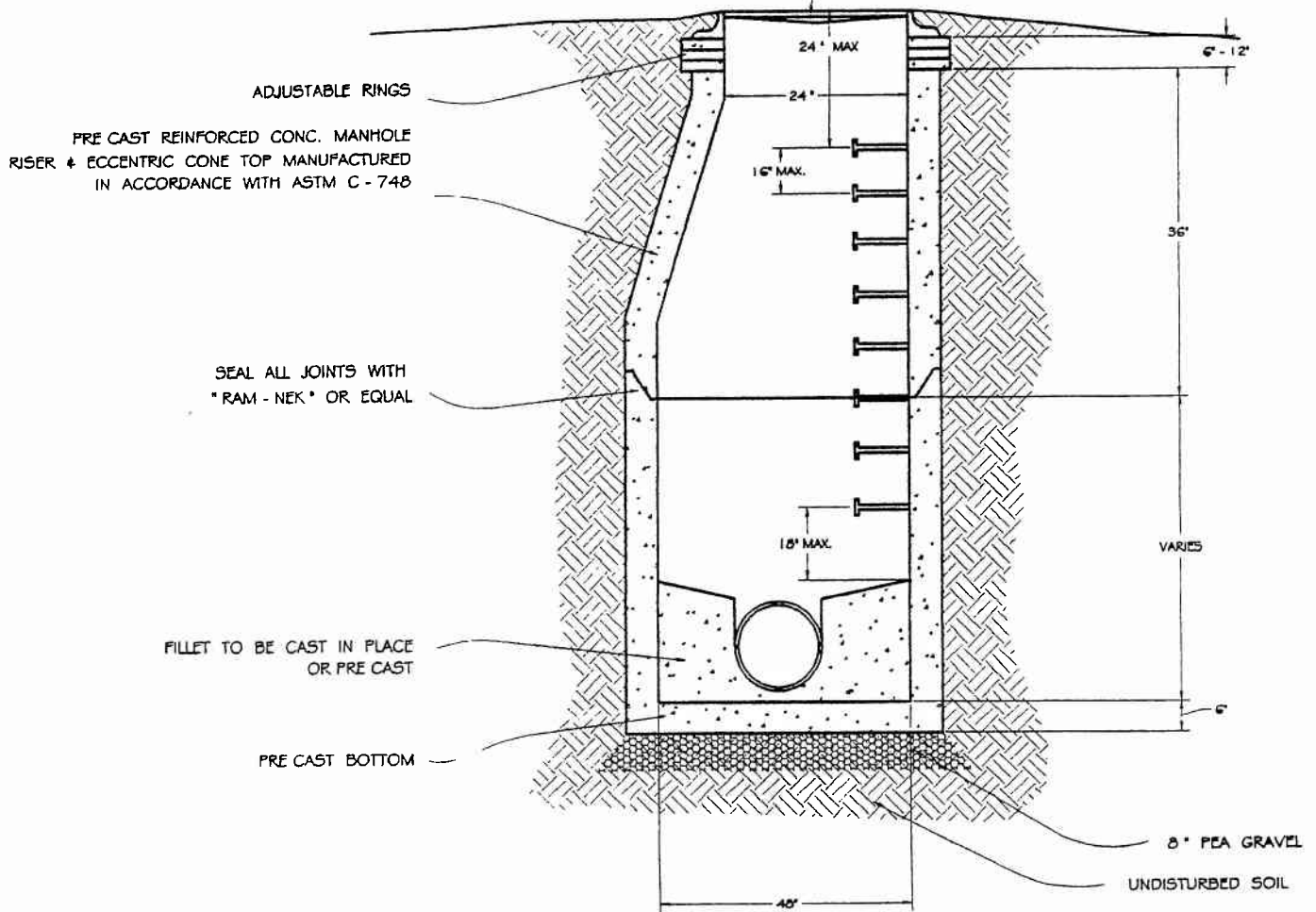
ALL COMMERCIAL BUILDINGS



MANHOLE DETAIL

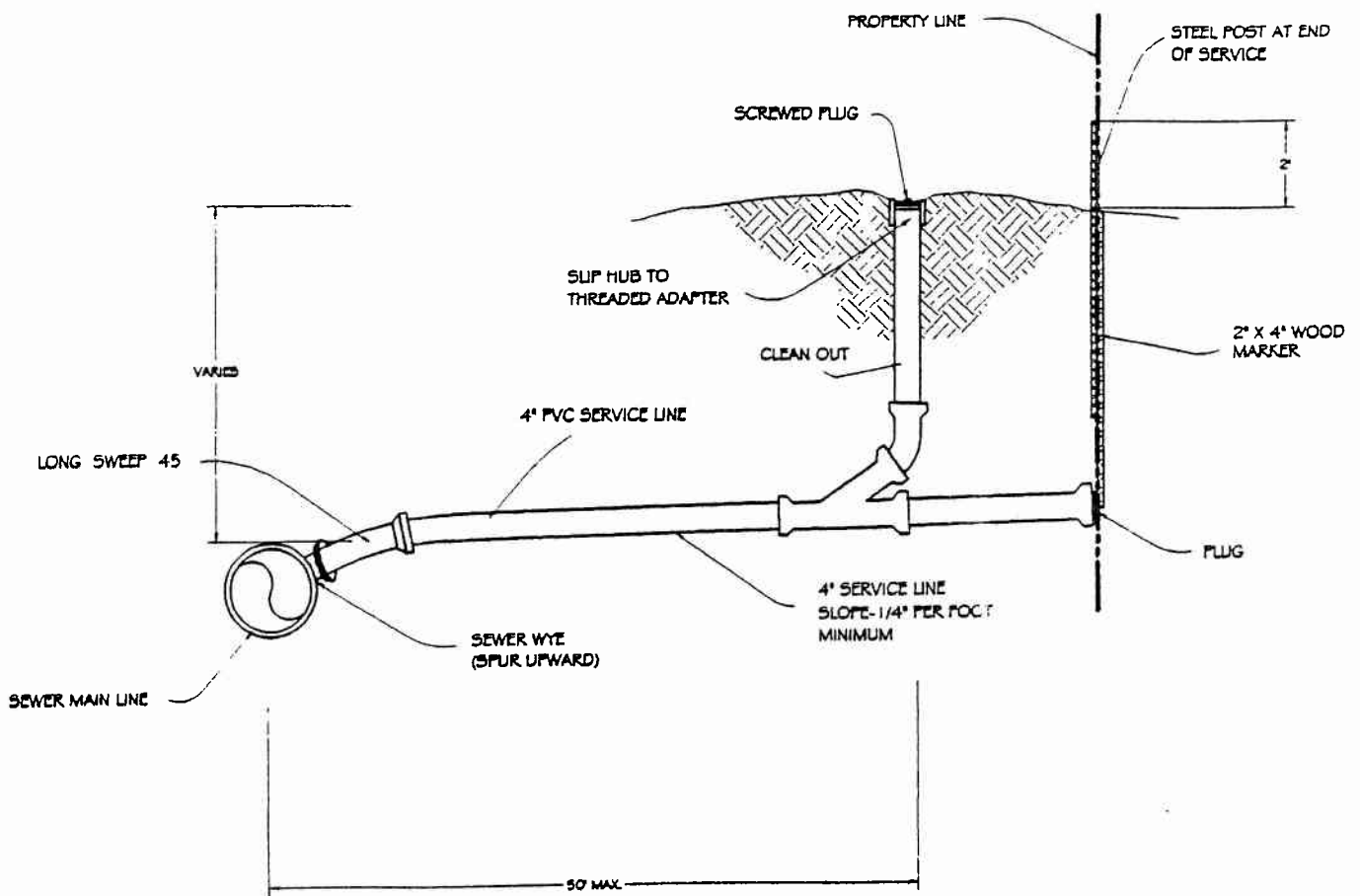
N.T.S.

MANHOLE RING + COVER, IFCO 772 - A OR EQUAL
WITH SOLID COVER MARKED "SANITARY SEWER"



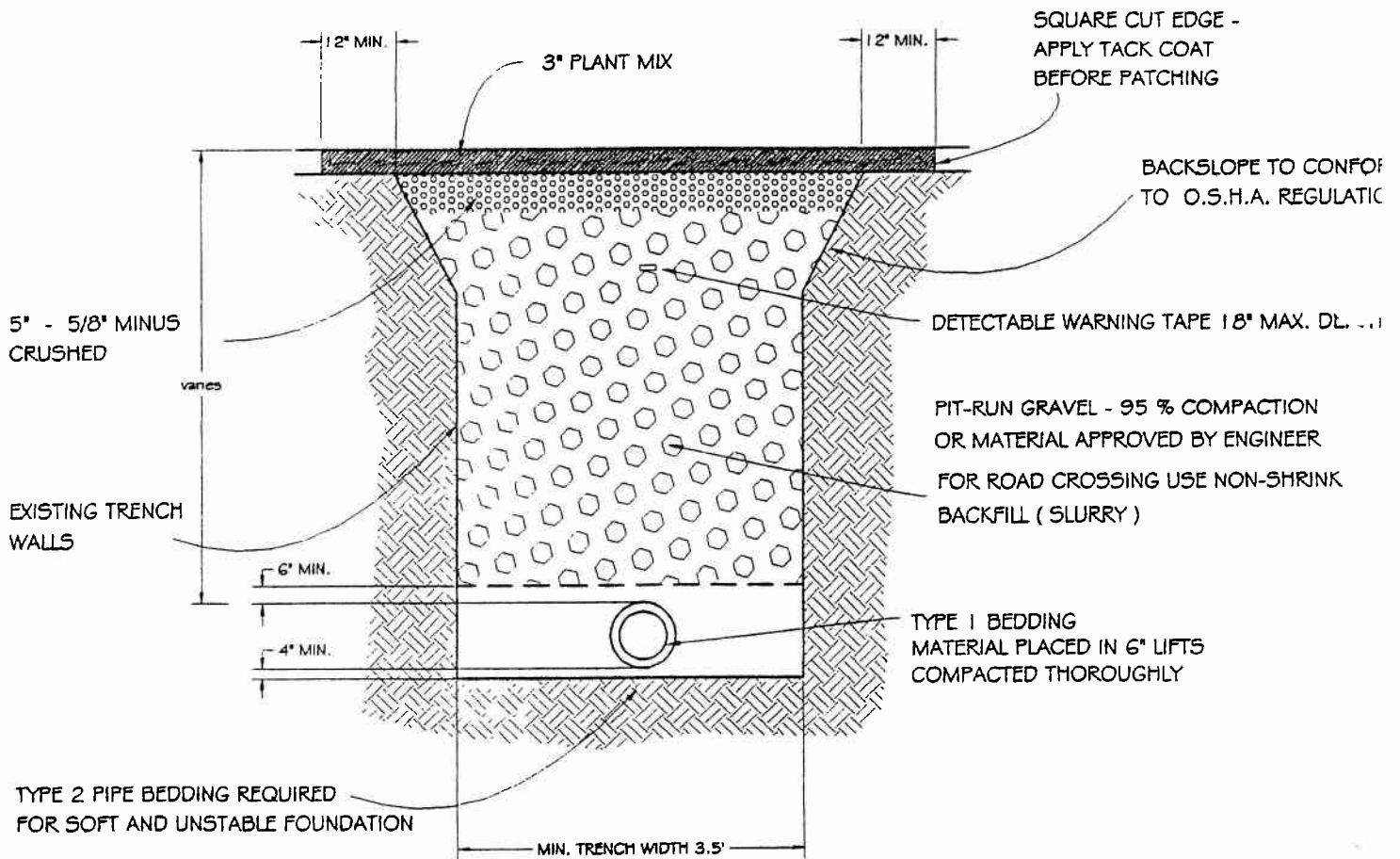
TYPICAL SEWER SERVICE AND CLEAN OUT DETAIL

N. T. S.



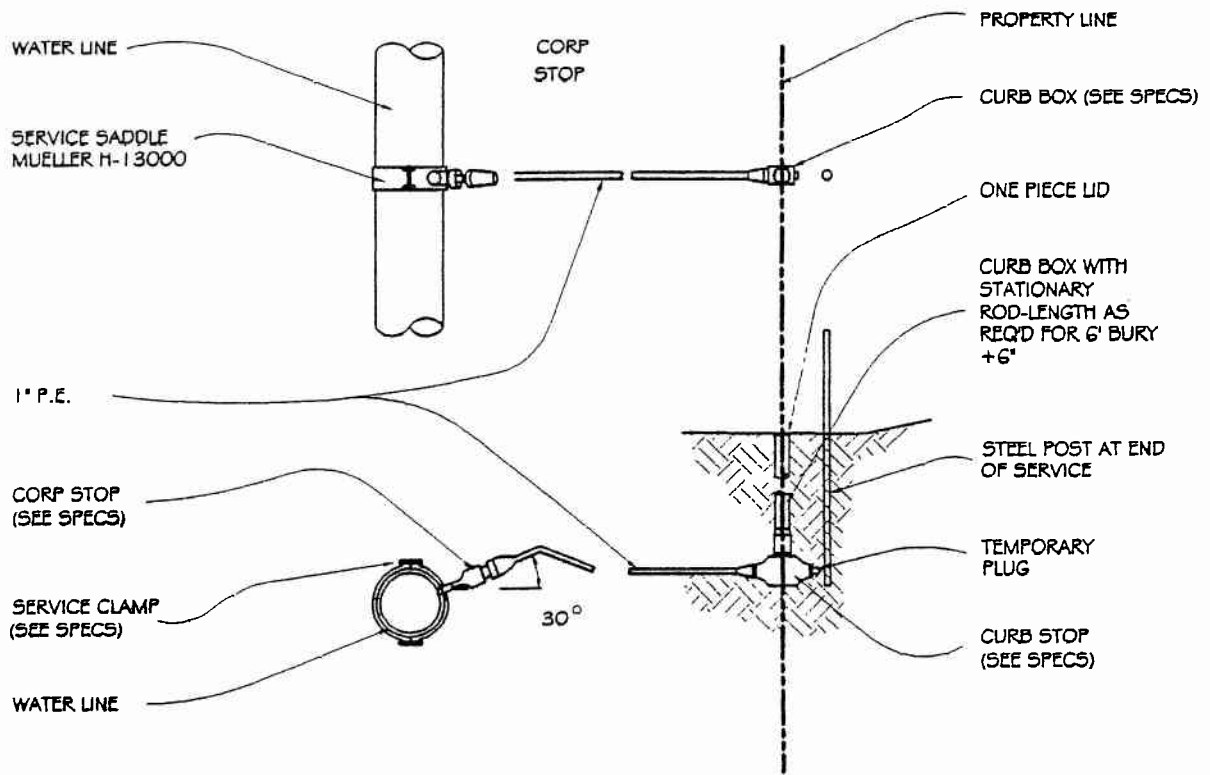
TYPICAL TRENCH AND ASPHALT PATCH DETAIL

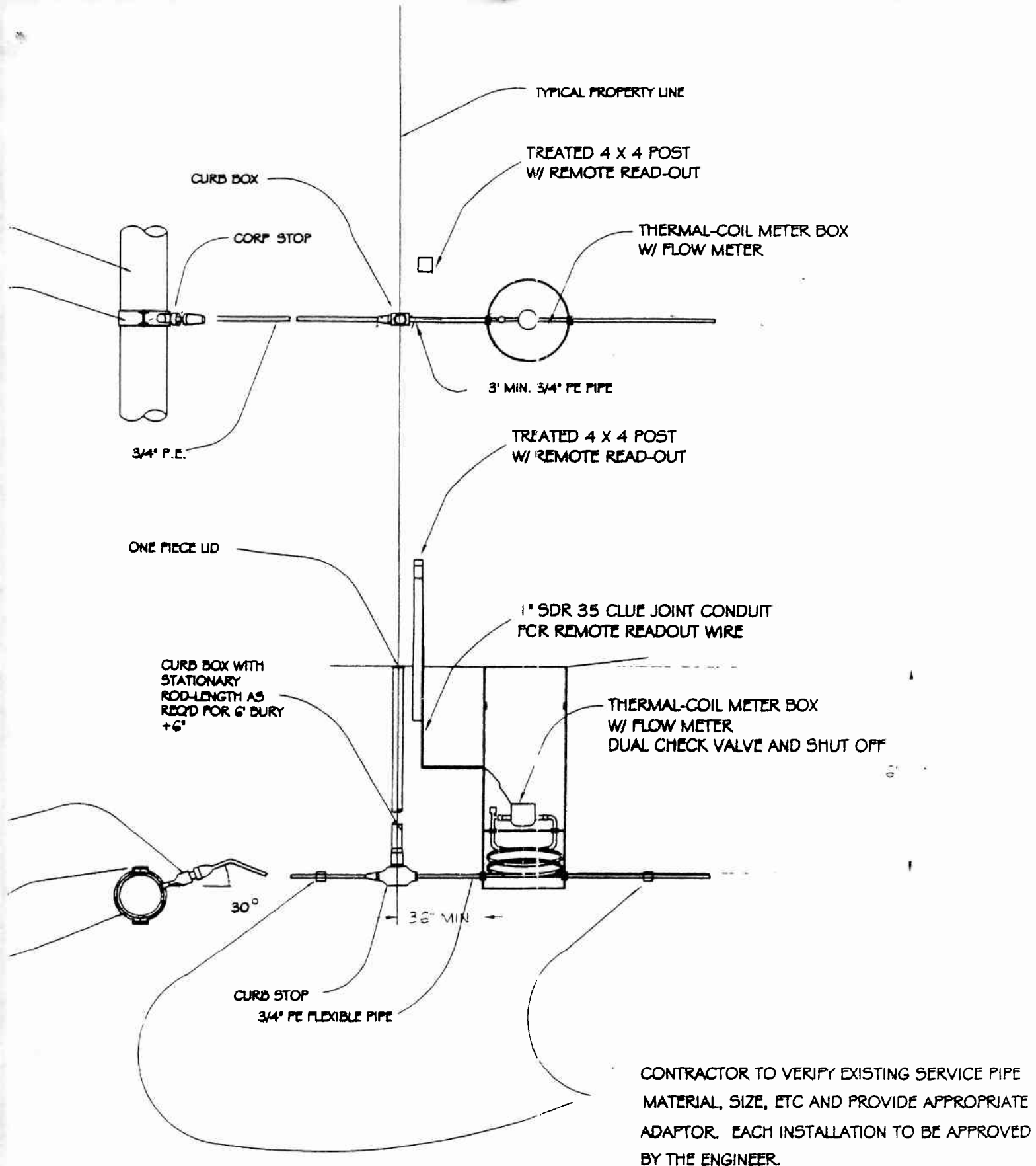
N.T.S.



SERVICE CONNECTION DETAIL

N.T.S.





SIDE METER)