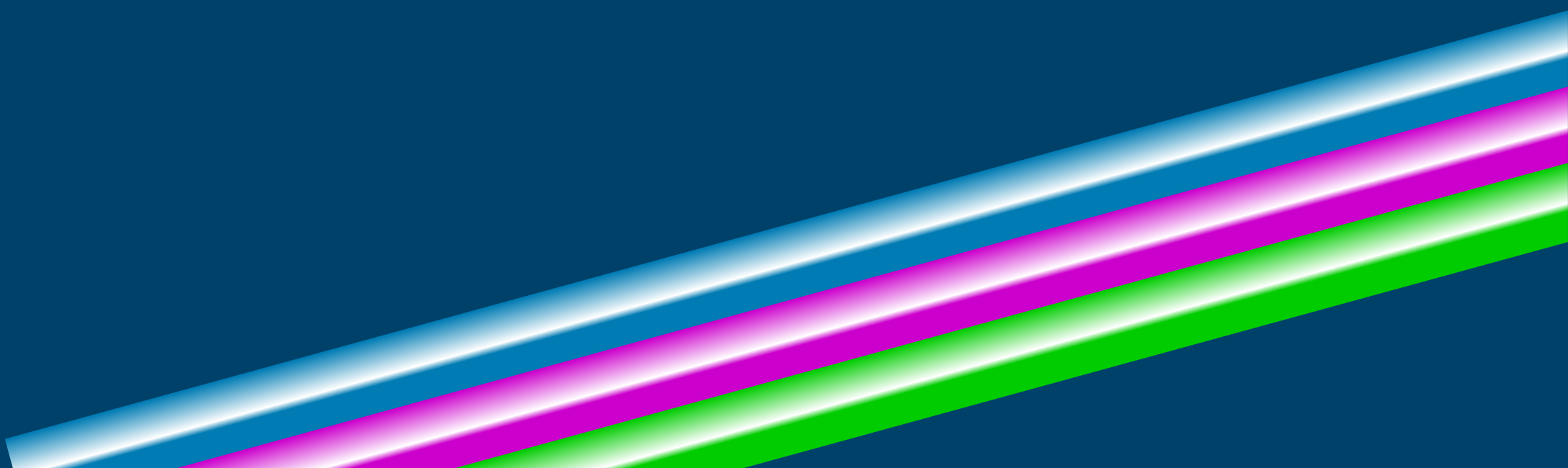




moulton niguel water district

DEVELOPMENT REQUIREMENTS

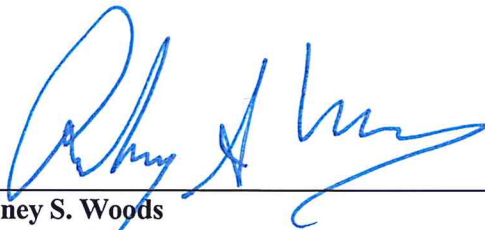
**FOR ESTABLISHING AND MODIFYING POTABLE WATER,
RECYCLED WATER, AND WASTEWATER SERVICE**



DEVELOPMENT REQUIREMENTS

FOR ESTABLISHING AND MODIFYING POTABLE WATER, RECYCLED WATER, AND WASTEWATER SERVICE

Approved by:



Rodney S. Woods
Director of Engineering
RCE 63130

January, 2019

MOULTON NIGUEL WATER DISTRICT

26161 Gordon Road
Laguna Hills, CA 92653
(949) 831-2500

PART 1

PROCESS AND DESIGN REQUIREMENTS FOR CONSTRUCTION OF POTABLE WATER, RECYCLED WATER, AND WASTEWATER FACILITIES

MOULTON NIGUEL WATER DISTRICT

**26161 Gordon Road
Laguna Hills, CA 92653
(949) 831-2500**

MOULTON NIGUEL WATER DISTRICT

TABLE OF CONTENTS

PART 1

PROCESS AND DESIGN REQUIREMENTS

<u>Section</u>	<u>Description</u>
100	Procuring Service from the Moulton Niguel Water District
200	Design Process
300	Schedule of District Fees and Charges
Appendix 1	Permit Application
Appendix 2	Application to and Agreement with the Moulton Niguel Water District for Potable Water, Recycled Water, and Wastewater Service
Appendix 3	Insurance and Bonding Agreement for Potable Water, Recycled Water, and Wastewater Service
Appendix 3A	Payment Bond Template
Appendix 3B	Performance Bond Template
Appendix 4	Easement Template
Appendix 4A	Easement Certificate of Acceptance Template
Appendix 4B	Subordination of Deed of Trust to Easement Deed Template
Appendix 5	Quitclaim Deed Template
Appendix 5A	Quitclaim Deed Certificate of Acceptance Template
Appendix 6	Easement Encroachment Agreement Template
Appendix 7	Wastewater Discharge Questionnaire
Appendix 8	Permit Extension Request Letter
Appendix 9	Requesting Acceptance by the District and Beginning of Warranty Period Letter
Appendix 10	Notice of Acceptance Letter for Potable, Recycled, and Wastewater Facilities
Appendix 11	Letter Requesting Release of Bonds
Appendix 12	Water Supply Assessment Application

SECTION 100

PROCURING SERVICE FROM THE MOULTON NIGUEL WATER DISTRICT

100.1 AVAILABILITY OF SERVICE

Prior to initiation of procedures for procuring service from the Moulton Niguel Water District (“District”), an applicant (“Applicant”), or his/her agent, shall verify with the District whether the proposed project (“Project”) is within the service area of the District and is otherwise eligible for service. If the Project is eligible for service, the Applicant may proceed with the procedures set forth herein.

100.2 REVIEW OF CONCEPTUAL DESIGN AND ENGINEERING FEASIBILITY LETTER ISSUANCE

The Applicant's duly licensed engineer (“Applicant’s Engineer”) shall submit a conceptual plan and design report, as required by the District, for the proposed potable water, recycled water, and wastewater facilities (“Facilities”) to the District for review and acceptance.

In certain circumstances, a feasibility investigation, water supply assessment, water and wastewater hydraulic analyses, and other reports may be necessary to establish how the District can serve the proposed area. An agreement whereby the Applicant shall reimburse cost to the District for making any feasibility study shall be executed, and money deposited, if deemed required by the District. If so required, the Applicant shall deposit with the District an amount estimated by the District to cover the cost of such reports or studies. In the event the amount of said deposit exceeds the final cost of the reports or studies, the District shall reimburse the balance to the Applicant. In the event the amount of said deposit does not cover the full cost of the reports or studies, the Applicant shall provide a further deposit and/or make a payment as directed by the District.

The District shall be included as part of the entitlement process along with the applicable land use approval agency. Upon review of the conceptual plans and completion of any necessary feasibility studies, the District will issue an Engineering Feasibility Letter, addressed to the Applicant’s contact person as designated and on file with the District. Said Engineering Feasibility Letter may also be submitted to the applicable land use approval agency for the Project upon request of the Applicant. The Engineering Feasibility Letter will confirm that the District is the purveyor that will provide potable, recycled, and/or wastewater service to the Project, and will identify all known requirements for the Project to be reviewed and accepted through the District’s permitting process. This Letter will not constitute a Will Serve Letter, and will not limit the District’s authority to later add further requirements as part of the plan check process. This letter will also not be interpreted as District approval for the release of Grading or Building Permits by the applicable land use approval agency. A Will Serve Letter will not be released until Improvement Plans have received final acceptance and all requirements, conditions, and standards have been met.

100.3 IMPROVEMENT PLAN REVIEW AND WILL SERVE LETTER ISSUANCE

Once the Applicant has either i) gone through the entitlement process with the applicable land use approval agency and received a District Engineering Feasibility Letter, or ii) advanced directly to the staff level of the land use approval agency (such as a tenant improvement project not requiring entitlement approval), the Project may proceed through Improvement Plan review. Upon acceptance of all required submittals, the Applicant shall receive a Will Serve Letter. Generally, tenant improvements or changes in business ownership triggers a

review of existing District facilities assuring that all facilities meet current District “Development Requirements” and “Standard Specifications”. Any existing facilities that are related to or within the Project area and not compliant with current standards must be upgraded to District Standards prior to the issuance of a Will Serve Letter. Projects that include a change or addition of existing service infrastructure will also require the submittal of Improvement Plans for review and acceptance and are subject to the design requirements outlined in Section 200, and all other District Standards, as applicable.

A Will Serve Letter shall only signify that: the Project is within the District’s service area; required Improvement Plans have been reviewed and accepted; that if the subject facilities are constructed and installed as required, the District will initiate connection and service subject to the applicable rules and regulations for service, as said rules and regulations may be revised from time to time; and the availability of water services is subject to the suppliers of water to the District continuing to honor their contractual obligation relative to the amount of water to be supplied.

100.4 APPLICATION AGREEMENT, REQUIRED SUBMITTALS AND FEE PAYMENT

The Applicant shall submit Project-specific information to the District, including: project location, size, scope, contact information, project schedule, and information regarding existing facilities serving the Project location (if applicable). Upon receipt of this Project information, the District will communicate the known required submittals, which are further detailed in Section 200. Requirements may include, but are not limited to:

- a) Permit Application (see Appendix 1)
- b) Application to and Agreement with the Moulton Niguel Water District for Potable Water, Recycled Water, and Wastewater Service (see Appendix 2)
- c) Insurance and Bonding Requirements - Potable Water, Recycled Water, and Wastewater Service (see Appendices 3, 3A, and 3B)
- d) Two (2) sets of design Plans, 22" by 34" in size, of the proposed potable water, recycled water, and wastewater facilities
- e) Grading Plans, Storm Drain Plans, and Street Improvement Plans
- f) Fees required to be paid to the District (see Section 300)
- g) Engineer’s Estimate for the public facilities to be dedicated to the District
- h) Plumbing fixture unit count from Plumbing Plans
- i) Two (2) sets of irrigation and landscape Plans, including square footage of water application
- j) Orange County Fire Authority (OCFA) Water Availability Form
- k) OCFA plan review and approval
- l) Fire suppression system design with designed fire sprinkler demand (in maximum gallons per minute)
- m) Anticipated wastewater loading (in total gallons per day)
- n) Title Report and Easement Documents (Easements, Quitclaims, Easement Encroachment Agreement) (see Appendices 4, 4A, 4B, 5, 5A, and 6)
- o) Plumbing Plans, gravity grease interceptor Plans, and other requirements for Fats, Oils, and Grease producers
- p) Industrial Waste Questionnaire for manufacturing/industrial applications using water in their processes, for high volume water users (25,000 gpd or greater), or for facilities covered under their own or general NPDES permit (see Appendix 7).
- q) Backflow devices, either new installations or upgrading of existing to current standards.

Plans shall also be submitted to the applicable land use approval agency having jurisdiction, or the County of Orange for unincorporated areas for review and determination of the requirements for approval of work within the applicable jurisdiction.

Once all required submittals (as determined by the District) have been reviewed and accepted, the District will sign the Application for Service, sign for the review and acceptance of the facility Improvement Plans, and issue a Will Serve Letter to the applicable land use approval agency.

Only at this time may the Project advance to Shop Drawing submittals, pre-construction meeting scheduling, and construction of facilities.

100.5 RESPONSIBILITY FOR FURNISHING MATERIAL AND INSTALLATION

Installation of a Project's potable water, recycled water, and/or wastewater facilities, including meter installation, and any other required off-site facilities will be the obligation of, and at the expense of, the Applicant. The Applicant shall cause all installation work to meet the District's "Development Requirements" and "Standard Specifications," and upon final acceptance, convey the Facilities to the District that are meant for District ownership.

100.6 RESPONSIBILITY FOR RECORD DRAWINGS AND DEDICATION OF FACILITIES

Upon completion and final inspection of all work, the Applicant shall submit marked-up Improvement Plans (on bond paper), which reflect any delta approvals and "as-built" field markups by the Applicant's contractor ("Applicant's Contractor") and the District's inspector ("District Inspector"). These "as-built" markups will be sent to the Applicant's Engineer to be processed into Record Drawings. Record Drawing requirements have been established for both the public improvements and for all recycled water irrigation.

Final Record Drawing specifications are detailed in Section 200.25, and other Contractor "As-Built" Drawing requirements are detailed in Part 2, Section 3-12.

All "as-built" markups by the Applicant's Contractor shall be submitted to the District Inspector at the completion of the Project; thereafter, the Applicant will be required to develop final Record Drawings. Changes/updates will be required until proposed Record Drawings have been created to the satisfaction of the District.

100.7 FACILITY ACCEPTANCE AND WARRANTY PERIOD

Once Record Drawings have been submitted and all project closure items are completed, the District's Director of Engineering will accept the facilities on behalf of the District and the Warranty Period will begin as described below. The Warranty Period shall not begin until final acceptance is given, and during said Warranty Period, the Applicant shall remain ultimately responsible for repair and maintenance of the Facilities.

As set forth in the Agreement, the Applicant shall be responsible for any and all repairs and replacements for a period of one year from the date of acceptance by the District, which shall be deemed the "Warranty Period," without expense whatsoever to the District. In the event of the Applicant's failure to comply with the aforementioned conditions, the District will have the right to pursue any and all applicable remedies including, but not limited to, a call on the sureties (see Appendix 3A and 3B) posted by the Applicant to have the defects repaired. These sureties shall be of a type which is automatically renewed every year, at the Applicant's expense, until released by the District. The cost and charges, which shall be the responsibility of the Applicant, shall include attorney fees and other incidental costs involved thereof.

END OF SECTION

SECTION 200
DESIGN PROCESS

200.1 PERMIT APPLICATION AND CONCEPTUAL DEVELOPMENT PLANS

The Applicant shall complete the Permit Application (see Appendix 1) detailing project specifics and contact information.

Two sets of Conceptual Improvement Plans are also to be submitted to the District. Applicant, or the Applicant's Engineer, shall submit concept Plans at least 60 days before filing any development map or going through the entitlement process with the applicable land use approval agency. Plans should reflect all proposed facilities and alignments for potable, recycled, and/or wastewater facilities. Submittal must also include development quantities (square footages for commercial/residential/irrigation, number of dwelling units, occupancy/size of dwelling units, etc). This process is only applicable for projects required to proceed through to the approval of the governing body of a land use approval agency. If a project does not require approval of the governing body of said agency, and instead is only being approved at the staff level of said agency, the Project requirements will generally follow the process as outlined starting in Section 200.4 – “Improvement Plan Review and Will Serve Letter Issuance.”

200.1.1 Potable Water Conceptual Improvement Plans

200.1.1.1 Potable Water System Design Review

District Staff will review and accept the water system concept Plans for the Project, taking into consideration the following:

1. Existing transmission main locations and sizes, available reservoir storage and pumping capacities.
2. Fire flow availability with system conditions – including total flow available and residual pressures. It is the responsibility of the Applicant to meet with the Orange County Fire Authority separately, to determine specific Orange County Fire Authority concerns.
3. Existing distribution main location and sizes, and appropriate looping of mains, considering:
 - i. pipeline velocities during fire flow + max day demand
 - ii. service reliability
 - iii. water quality
4. Protection of existing District infrastructure.
5. District’s Urban Water Management Plan, latest edition.
6. District's Potable Water Master Plan, latest edition.
7. Water Supply Assessment Requirements, as called for by the applicable California law.
8. District's potable water design criteria (see the Potable Water Facilities Design Criteria of

the Standard Specifications for Construction of Potable Water, Recycled Water, and Wastewater Facilities)

The District reserves the right to change proposed potable water main sizes or other system requirements after considering the above criteria. The Applicant may also be asked to hire an independent consultant to prepare a hydraulic model or other studies of their project to determine the project's feasibility and required facility improvements. If necessary, the Applicant will be required to improve the existing distribution system, to support the proposed Project.

200.1.1.2 Orange County Fire Authority Review

It is the recommendation of the District, but not a District requirement, that the Orange County Fire Authority review a copy of the Conceptual Improvement Plans.

200.1.2 Recycled Water Conceptual Improvement Plans

200.1.2.1 Recycled Water System Design Review

District Staff will review and accept the recycled water system concept Plans for the Project, taking into consideration the following:

1. Existing transmission main locations and sizes, and available reservoir storage and piping capacities.
2. Existing distribution main location and sizes, considering the pipeline velocities during max day demand.
3. Protection of existing District infrastructure.
4. District's Urban Water Management Plan, latest edition.
5. District's Recycled Water Master Plan, latest edition.
6. District's recycled water design criteria (see the Off-Site Recycled Water Facilities Design Criteria of the Standard Specifications for Construction of Potable Water, Recycled Water, and Wastewater Facilities)

The District reserves the right to change proposed recycled water main sizes or other system requirements after considering the above criteria. The Applicant may also be asked to hire an independent consultant to prepare a hydraulic model or other studies of their project to determine the Project's feasibility and required facility improvements. If necessary, the Applicant will be required to improve the existing distribution system to support the proposed Project.

200.1.2.2 Required Use of Recycled Water

District Resolution 88-8 requires all new developments to utilize recycled water when recycled water is available to the site via a mainline in an adjacent right-of-way in conformance with Sections 13550 and 13551 of the Water Code of the State of California. In addition, the District may require the extension of existing recycled water mains in order to support a new service connection.

200.1.3 Wastewater Conceptual Improvement Plans

200.1.3.1 Wastewater System Design Review

District Staff will review and accept the wastewater system concept Plans for the Project, taking into consideration the following:

1. Existing trunk wastewater main sizes, locations, and available pipe and pumping capacities.
2. Existing collection wastewater main sizes, slopes, and available capacities.
3. Protection of existing District infrastructure.
3. District's Wastewater Master Plan, latest edition.
4. District's wastewater design criteria (see the Wastewater Facilities Design Criteria of the Standard Specifications for Construction of Potable Water, Recycled Water, and Wastewater Facilities.)

200.2 INDIVIDUAL TRACT IMPROVEMENT PLANS SUBMITTED TO DISTRICT FOR REVIEW AND ACCEPTANCE

200.2.1 First Plan Check Requirements

The Applicant/Engineer shall submit the following items for first review of residential/commercial/industrial subdivisions:

1. 2 sets of Utility Improvement Plans
2. 2 sets of Tract/Parcel Map showing gross acreage
3. 1 set of Grading Plans, Storm Drain Plans, and Street Improvement Plans
4. Engineer's quantity estimate for public potable water, recycled water, and wastewater system. Each system shall be listed separately.
5. Transmittal from the Applicant's Engineer

Improvement Plans will be checked against the requirements identified above. Tract maps and parcel maps will be checked against Improvement Plans for the required easements. After the first plan check, the District will return one red-lined set each of the utility Improvement Plan and the tract/parcel map. The returned sets will note any specific variations from the basic requirements. District will require easements to be secured per separate instrument, using the District's approved easement template, and not as part of a Tract or Parcel Map.

200.3 ENGINEERING FEASIBILITY LETTER ISSUANCE

Once all review and required studies are completed, and Engineering Feasibility Letter will be issued to the Applicant, stating that:

1. The District will be the servicing agency for potable, recycled, and/or wastewater service.
2. The availability of water service is subject to the suppliers of water to the District continuing to honor their contractual obligation relative to the amount of water to be supplied.
3. The District's ability to serve the Project is conditional upon completing the permitting process, and identifying all known requirements specific to the Project.
4. Any anticipated Project requirements above and beyond normal facility installation (such as a Water Supply Assessment report, significant mainline infrastructure requirements, InterAgency Agreements, etc).
5. Plan check and inspection fee deposit amounts will be required to be paid prior to proceeding into plan check.

The Engineering Feasibility Letter is not a Will Serve Letter, nor is it related to the approval process of the applicable land use approval agency for release of grading or building permits.

200.4 IMPROVEMENT PLAN REVIEW AND WILL SERVE LETTER ISSUANCE

Once the Applicant has either i) gone through the entitlement process with the applicable land use approval agency and received a District Engineering Feasibility Letter, or ii) advanced directly to the staff level of the land use approval agency (such as a tenant improvement project not requiring entitlement approval), the Project may proceed through Improvement Plan review. Upon acceptance of all required submittals, the Applicant shall receive a Will Serve Letter.

Verbal or over-the-counter plan checks are not allowed. Similarly, no Improvement Plan approvals shall be given verbally or over-the-counter.

200.4.1 Tenant Improvements (And Projects Not Involving the Installation of New, or Change of Existing Service Lines)

Generally, tenant improvements or changes in business ownership trigger a review of existing District facilities, assuring that all facilities meet current District "Development Requirements" and "Standard Specifications". Any facilities that are not in compliance with current standards must be upgraded to current District Standards prior to the issuance of a Will Serve Letter.

Facilities reviewed for compliance with current District Standards include, but are not limited to:

1. Backflow devices on potable water services
2. Above-ground double check detector assemblies on dedicated fire lines
3. Dedicated irrigation service
4. Gravity Grease Interceptors (in addition to all other current FOG Program Requirements)
5. Dedicated fire suppression systems

200.4.2 Projects Involving the Installation of New, Or A Change of Existing, Service Lines

Projects that include the addition or change of service infrastructure will also require the submittal of Improvement Plans for review and acceptance, and payment of Plancheck and Inspection Fees. Projects must follow current design requirements, outlined in the District “Development Requirements” and “Standard Specifications”.

200.5 APPLICATION FOR SERVICE

The Applicant shall complete the “Application to and Agreement with the Moulton Niguel Water District for Potable Water, Recycled Water, and Wastewater Service (see Appendix 2). Information needed to complete this Application includes: street address, city, APN, Tract/Parcel Map No., and acreage of the proposed project. Applicant must also provide the total lengths and sizes of the pipeline facilities to be installed and dedicated to the District.

200.6 INSURANCE AND BONDING REQUIREMENTS (SURETY)

If required by the District, the Applicant will provide Insurance and Bonding for Potable Water, Recycled Water, and Wastewater Services (see Appendix 3, 3A, and 3B) with appropriate Payment and Performance Bonds and insurance documentation.

200.6.1 Insurance Requirements

The Applicant shall not commence or continue to perform any work unless it, at its own expense, has in full force and effect all required insurance. The Applicant shall not permit the Applicant’s Contractor to perform any portion of the work until the same insurance requirements have been complied with by such Contractor.

200.6.1.1 Insurance Coverage

Throughout the term of the Agreement, the Applicant shall maintain insurance as set forth below:

- A. Commercial General Liability Insurance – Commercial General Liability insurance, including coverage for products and completed operations, with a limit of not less than \$1 million per occurrence, \$2 million aggregate. Such aggregate shall apply separately to the work. Commercial General Liability insurance coverage shall be equivalent to Insurance Services Office Form CG 00 01. Included in such insurance shall be contractual coverage sufficiently broad to insure the matters set forth in the Section entitled “INDEMNITY” in the General Provisions except those matters set forth in the fourth paragraph thereof. This insurance shall name the following as additional insureds using ISO endorsement CG 20 10 11 85, or both CG 20 10 and CG 20 37. forms if later revisions are used: The District, all other public agencies from whom permits will be obtained, the District’s Representative, owners of record of all property on which entry will be made, those persons and entities required to be included as additional insureds by the Special Provisions, and each of the foregoing party’s directors, officers, agents, employees, volunteers, and consultants. This insurance shall be primary and not contribute with any other insurance or self-insurance maintained by the additional insureds.

- B. Business Automobile Insurance – Business Automobile insurance with a liability limit of not less than \$1 million each accident. The policy shall include coverage for owned, non-

owned, and hired vehicles. Business Automobile insurance coverage shall be equivalent to Insurance Services Office Form CA 00 01, covering Code 1 (any auto). This insurance shall name the following as additional insureds using ISO endorsement CG 20 10 11 85, or both CG 20 10 and CG 23 37 forms if later revisions are used: The District, all other public agencies from whom permits will be obtained, the District's Representative, owners of record of all property on which entry will be made, those persons and entities required to be included as additional insureds by the Special Provisions, and each of the foregoing party's directors, officers, agents, employees, volunteers and consultants. This insurance shall be primary and not contribute with any other insurance or self-insurance maintained by the additional insureds.

- C. Professional Liability Insurance – Professional Liability insurance, if any portion of the work is performed by licensed professionals, including architects, Engineers and surveyors, with a limit not less than \$1 million per occurrence or claim.
- D. Workers' Compensation – Workers' Compensation insurance as required by California law and employers liability insurance with limits not less than \$1 million each accident; and, \$1 million for disease, each employee. Such insurance shall include a waiver of subrogation in favor of the District, its directors, officers, agents, and employees. This insurance shall be in strict accordance with the requirements of the most current and applicable State Workers' Compensation insurance laws.
- E. All Risks Builders Risk – Builder's Risk insurance at least as broad in scope as the Insurance Services Office (ISO) "Causes of Loss – Special Form" if the work includes above-ground construction. Such insurance shall:
 - 1. Cover the full construction cost of the work.
 - 2. Not include coinsurance requirements.
 - 3. Include soft cost coverage for additional accounting fees, legal fees and any other increase in expense incurred due to an insured event.
 - 4. Be extended to include flood coverage.
 - 5. Include equipment breakdown coverage or its equivalent.
 - 6. Continue in force until final completion and acceptance of the work by the District.
 - 7. Include the District, its directors, officers, agents, employees, volunteers and consultants as the insured as its interest may appear.
 - 8. Contain deductibles acceptable to the District.

200.6.1.2 Other Insurance Requirements

- A. Insurers shall maintain an A.M. Best rating of A-, VII, or better or as otherwise approved by the District.
- B. All self-insured retentions must be declared and approved in writing by the District. At the option of the District, either the insurer shall reduce or eliminate such self-insured

retentions as respects the District, its directors, officers, agents, employees, volunteers and consultants, and other additional insureds, or, the Applicant shall provide a financial guarantee satisfactory to District guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

- C. Thirty (30) days' prior notice of cancellation shall be provided to the District.

200.6.1.3 Evidence of Insurance

Prior to commencement of the work, and throughout the term of the Agreement, the Applicant shall:

- A. Furnish the District with properly executed certificates of insurance evidencing compliance with all insurance required herein.
- B. Provide the District additional insured endorsements evidencing compliance with Section 6-1 A, B and E 7 above.
- C. Provide certified copies of insurance policies at the request of the District.
- D. All certificates and endorsements are to be received prior to District Improvement Plan final acceptance. However, failure to obtain the required documents prior to the work beginning shall not waive the Applicant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by the General Provisions and the Special Provisions, at any time.

200.6.1.4 Applicant's Liability Not Limited By Insurance

Nothing contained in these insurance requirements is to be construed as limiting the liability of the Applicant or the Applicant's sureties, or any contractor or subcontractors.

200.6.2 Surety Requirements

Sureties shall include both Payment and Performance Bonds, and will be in the amount of the Engineer's Estimate (see Section 200.9). Sureties shall be of a type which is automatically renewed every year, at the Applicant's expense, until released by the District. Bonds will be held for one year following the beginning of the warranty period. Typically, the insurance and bonding requirements for potable water, recycled water, and/or wastewater services are required for facility installations greater than 2" in size. Both the Payment and Performance bonds will be required to include a Power of Attorney.

200.7 DETAILED IMPROVEMENT PLAN REQUIREMENTS

All Improvement Plans submitted to the District's Engineering staff for review and acceptance of potable water, recycled water, and/or wastewater facilities will be submitted on 22" X 34" overall size. Two sets of Improvement Plans on bond paper shall be submitted for review and acceptance.

Separate grouping of construction notes and quantity estimates must be made for public improvements to be dedicated to the District and private improvements to be retained by the Applicant. At the request of the District, and generally for larger projects, separate improvement Plans shall be made for public and private improvements.

200.7.1 Required Details:

1. Title Sheet

- A. Project Title or Development Tract
- B. Index Map
 - 1) Scale - 1" = 100'
 - 2) Show: Water mains - size, material, fire hydrant, and valves and existing facilities; Recycled mains - size, material, fire hydrant, and valves and existing facilities; Wastewater mains - size, flow direction, manholes, manhole numbers; Other existing facilities – building footprints, dwelling unit information, property lines
 - 3) North arrow
 - 4) Street names
 - 5) Legend of symbols and lines
 - 6) Show existing and proposed easements for all District facilities
- C. Location map; showing general area with project noted
- D. Signature block - the District's Review and Acceptance of improvement Plans (template available from District)
- E. Orange County Fire Authority approval
- F. Bench Mark; description and latest elevations
- G. Land use approval agency's engineer signature block
- H. Survey horizontal control (Basis of Bearing)
- I. Name, address, and phone number of engineering firm
Name, address, and phone no. of Applicant
Legal description of property (Tract/Lot, Parcel Map No.)
- J. Facility Quantities (or on Second Sheet). Potable water, recycled water, and wastewater facilities to be called out separately. Should include pipe, valves, fire hydrants, potable water services, etc.. Public facilities must be accounted for separately from private facilities.
- K. Index of sheets
- L. Revision block
- M. General notes

- N. Utility, addresses, and phone numbers, including but not limited to - Gas, Telephone, Power, Cable T.V., Water, Wastewater, and Storm Drain.
- O. U.S.A. Dig Alert notice per Section 4212/5217 of the Government code

2. Second Sheet (Normally Sheet 2 includes):

- A. Facility Quantities (if not shown on Title Sheet)
- B. District General Construction Notes, and applicable Standard System Construction Notes (See Standard Drawings G-GN, W-GN, RW-GN, and S-GN of the Standard Specifications for Construction of Potable Water, Recycled Water, and Wastewater Facilities)
- C. Other project-specific Construction Notes
- D. Special Note for ACP: Contractor shall be responsible for the proper removal and disposal. Cutting, removal, handling and disposal of ACP pipe shall be performed by a contractor certified by the California Division of Occupational Safety and Health (Cal/OSHA) and certified by the contractor State license board for asbestos removal. Contractor is to provide manifests/disposal records to the District. The contractor is warned that asbestos is a known carcinogen, when inhaled and poses serious health risks, asbestos fibers are easily inhaled and can result in chronic respiratory illness, cancer, and other severe health effects. Handling and disposal of AC pipe shall be in accordance with local, State, and federal regulations.

3. Plan and Profile Sheets

Separate plan and profile sheets are required for all potable water, recycled water, and wastewater pipelines, as follows:

- A. Scale –1-inch = 40-feet H and 4-feet V.
- B. Property Lines.
- C. The plan and profile should be on same sheet and aligned.
- D. Plan and Profile Stationing.
- E. Existing potable water, recycled water, and wastewater facilities adjacent to development must be shown.
- F. Easements dedicated to the District for potable water, recycled water, and wastewater facilities must appear on Plans.
- G. Building/Dwelling unit pad elevation and footprints.
- H. Potable water, recycled water, and wastewater systems and storm drain crossing elevations.
- I. All existing and proposed utility crossings must be shown on both plan and profile view and must maintain minimum separation requirements.

- J. Provide a key map on each sheet at a scale of 1-inch = 400 feet.
 - K. It is the Applicant's and Applicant Engineer's responsibility to accurately depict existing facilities on the plan set. Applicant must request Record Drawings from the District through the website.
 - L. Identify and quantify all pipe fittings and pipeline alignment deflections, regardless of whether they are mainline, service line, or hydrant facilities.
 - M. Identify and quantify all valves and valve sizes, regardless of whether they are mainline, service line, or hydrant facilities.
 - N. Location of above-ground facilities.
 - O. Existing ground surface and proposed finish surface over all facilities.
4. Detail Sheets
- A. All relevant District Standard Drawings
 - B. Trash enclosure design

200.7.2 Non-Residential Application Procedure Requirements

In addition to the requirements described in Section 200.7.1, the following is required for all commercial or industrial developments:

200.7.2.1 Potable Water Service Requirements

1. All non-residential potable water services will include the installation of a reduced pressure principal assembly (RP) backflow device, located immediately downstream of the District meter, as discussed in Section 200.7.4. Other locations may be accepted at the discretion of the District for special circumstances. Each meter shall have its own dedicated backflow; services shall not be tied together downstream of the meter to minimize backflow protection devices.
2. Each building/structure shall have its own metered service.
3. Potable irrigation services (where allowed) shall be dedicated services.
4. No potable service shall be allowed tapped off of service lines dedicated for fire hydrants, fire sprinklers, or other uses.

200.7.2.2 Fire Service Requirements

1. All fire sprinkler services and private fire hydrant systems will require the installation of an above-ground double check detector assembly backflow device, per District standard drawing W-15 or W-16 of the Standard Specifications for Construction of Potable Water, Recycled Water, Wastewater Facilities, and as discussed in Section 200.7.4.
2. Fire sprinkler services shall be dedicated services off of public mains. If the project includes a private main that requires combined private fire hydrant and fire sprinkler systems, the private main line must be able to support both hydrant fire flow and the fire sprinkler demand at max-day demand conditions. The main serving the hydrants must be

larger diameter than the service line for the fire sprinkler system.

200.7.2.3 Recycled Water Service Requirements:

1. Recycled Water Landscape Plans must be reviewed and accepted by the District. Potable Water Landscape Plans must also be submitted to the District including the total irrigable acreage.
2. Plans must include an address for each service.
3. Plans must show each service's point-of-connection to the District's main.
4. All fees, stipulated in the agreement, must have been paid.
5. The use of recycled water is mandatory per District Resolution 88-8: It is the policy of the District that non-potable water must be used within the District whenever it is available in conformance with Sections 13550 and 13551 of the Water Code of the State of California.
6. Recycled Water meters must be located on the same property the meter is serving.

200.7.2.4 District General Construction Notes:

General Construction Notes shall be reflected on all Improvement Plans. Refer to Standard Drawing G-GN of the Standard Specifications for Construction of Potable Water, Recycled Water, and Wastewater Facilities, for the latest version of these notes.

200.7.3 **Meter Requirements - Application, Purchase and Installation**

1. The Applicant will install all potable and recycled water meters – 3/4-inch through 2-inch purchased from the District. All meters 3" and greater will be purchased by the Applicant from an approved manufacturer and will submit a Shop Drawing to the District for review and acceptance prior to purchase.
2. The Applicant will not be allowed to purchase the meter package from the District without first obtaining an Approval Letter for their Improvement Plans.
3. Multiple meter manufacturers are utilized by the District. Therefore, water meters shall be limited to support no more than the following flows:

<u>Meter Size</u>	<u>Allowable Flow (gpm)</u>
3/4-inch	30
1-inch	50
1-1/2 inch	120
2-inch	160
3-inch	350
4-inch	1000
6-inch	2000
8-inch	3500
10-inch	5500

4. The District does not allow master metering for commercial customers. All commercial units must be individually metered. Master metering of residential customers typically requires special review and acceptance.

5. Common spaces or mixed-use spaces shall be metered separately from residential master meters.
6. The District does not allow looped meters except for critical customers (such as medical facilities)
7. No District sub-metering will be considered.
8. All meters 3-inch and above shall have a bypass meter.
9. Sizing water meters: The District does not size meters, but will verify that the meter size selected by the Applicant will be adequate to supply the required flows. Meters shall be the same size as the water service.
10. Types of meters:
 - A turbine-style meter and strainer shall be used on all irrigation services 3-inch and larger or as determined by the District.
 - A compound-style meter and strainer shall be used on all potable services 3-inch and larger or as determined by the District.
 - A bypass meter shall be required on all DCDA installations, to verify leakage or unauthorized use of water.

200.7.4 District's Regulation Regarding Cross Connection

All potable water services shall be subject to the provisions of the section in the District's Rules and Regulations, Article IV, Exhibit G. The following summarizes these provisions:

The primary objective of the cross-connection control/backflow prevention program is to protect the public potable water system from possible contamination. Protection is accomplished by requiring the installation of an approved backflow prevention assembly.

Cross connections of any type that permit a backflow condition from any source or system other than that of the District's potable water mains are prohibited. A connection constituting a potential or actual backflow hazard is not permissible unless a backflow prevention assembly or air gap, which is approved by the California State Department of Health and Orange County Health Department and complies with Title 17 of the California State Administrative Code, is installed. Installations must also comply with AWWA Standard C506, and Chapter 6 of the Uniform Plumbing Code. Such an installation shall include a testable assembly, and at all times be subject to inspection and regulation by the District for the purpose of avoiding a possible backflow condition.

The District will not provide water service to any premises unless the public potable water supply is protected as required by State, County, and District regulations.

Except in special situations, it is now required to have backflow assemblies installed for:

- All commercial potable water services
- All industrial potable water services
- Master-metered residential tenants

- All dedicated fire lines
- All dedicated irrigation services on the potable water system
- Residences with sewer ejector pumps
- All potable services serving parcels that also have recycled water irrigation service

Backflow prevention devices shall be approved by the U.S.C. Foundation for Cross-Connection Control and shall be installed by and at the expense of the customer and must meet the District's standards and Specifications.

The customer shall have the backflow prevention assembly tested annually by a tester certified by the Orange County Health Department. Backflow prevention assemblies must be maintained in satisfactory operating condition and must be repaired or replaced if they are found to be defective. Backflow prevention assembly test results shall be provided to the District before the District will accept service as complete.

Records of such annual tests, repairs, and overhauling shall be kept by the customer and copies forwarded to the District and the Orange County Health Department.

Service of water to any premises may be discontinued by the District if a backflow prevention assembly required by the District ordinance is not installed, tested, and maintained; or if any defect is found in an installed backflow prevention assembly; or if it is found that a backflow prevention assembly has been removed or bypassed; or if unprotected cross-connections exists on the premises. Services will be restored only when such conditions or defects are corrected to the satisfaction of the District.

The District will further define how water lines must be marked where multiple water systems are in use and outline the duties and responsibilities of a property's water supervisor.

The District has cross-connection inspectors who are available for consulting on any questions regarding cross connections.

Additional reference for guidelines to when, why, and what types of backflow and cross-connection control assemblies are approved may be found in:

- A. Regulations Relating to Cross-Connections, California Administrative Code - Title 17 - Public Health.
- B. Manual of Procedures and Practices for Public Water Suppliers (California Department of Health Services - Public Water Supply Branch
- C. Manual of Cross-Connection Control, published by Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California, University Park, Los Angeles, California 90007.

200.7.5 Potable Water Facilities

See the Potable Water Facilities Design Criteria of the Standard Specifications for Construction of Potable Water, Recycled Water, and Wastewater Facilities, for detailed Specifications regarding the construction of potable water facilities.

200.7.6 Recycled Water Facilities

See the Off-Site Recycled Water Facilities Design Criteria of the Standard Specifications for Construction of Potable Water, Recycled Water, and Wastewater Facilities, for detailed Specifications regarding the construction of off-site recycled water facilities.

200.7.7 Wastewater Facilities

See the Wastewater Facilities Design Criteria of the Standard Specifications for Construction of Potable Water, Recycled Water, and Wastewater Facilities, for detailed Specifications regarding the construction of wastewater facilities.

200.8 GRADING PLANS, STORM DRAIN PLANS, AND STREET IMPROVEMENT PLANS

Rough and precise Grading Plans shall be submitted to determine proposed removals over existing facilities, or potential loadings on facilities required to be protected in place. In addition, any proposed surface improvements over District-owned facilities must receive approval by the District.

Storm Drain Plans shall be submitted to determine proposed storm drain and bio-retention for the site, to identify any conflicts, crossings, or interference with the District's facilities/easements and the Storm Drain.

Street Improvement Plans shall be submitted to see final elevations and location of appurtenances in relation to street improvements and other facilities.

200.9 ENGINEER'S ESTIMATE

An Engineer's Estimate shall be submitted with the Improvement Plans for review and acceptance reflecting the total cost of the public facilities (both material and installation) to be dedicated to the District. Said Estimate must assume prevailing wage rates, as this estimate will govern the Performance and Payment Bond amounts called for in Section 200.6.2. The Engineer's Estimate will also be utilized to determine the value of the facilities dedicated to the District. This estimate shall be in general conformance with the estimated construction cost utilized to determine Plan Check and Inspection Deposit detailed in Section 300.3.3.

200.10 IRRIGATION PLANS

Two sets of Plans shall be submitted for review and acceptance.

Recycled water for irrigation shall be required at the direction of the District. When a public recycled water system is adjacent to the Project site, and supply is available, recycled water shall be used.

See separate document, MNWD Rules and Regulations for Recycled Water for design criteria and detailed Specifications regarding the construction and or conversion of on-site potable irrigation systems to on-site recycled water systems.

When potable irrigation systems are allowed, Improvement Plans shall still be submitted for review in order to determine irrigable acreage and assure no planting plan conflicts with existing and proposed facilities.

200.11 OCFA WATER AVAILABILITY FORM

An Orange County Fire Authority ("OCFA") water availability form shall be submitted to the District to

verify adequate fire flow and system pressures in the project area. Said determination of fire flows is valid for six months from the time of the report. A Fire Flow test may be ordered at mnwd.com. Fees for this test are discussed in Section 300.5.

200.12 OCFA PLAN REVIEW AND APPROVAL

Applicant shall submit proof of OCFA review and approval of the Project’s Fire Master Plan. The District reserves the right to require additional fire protection or modify water facility sizes or layout as deemed necessary.

200.13 PLUMBING FIXTURE UNITS

Submit a schedule of fixture units for the Project and a calculation of designed maximum flow rate for the Project per the CA Plumbing Code, latest edition. If part of the Project’s plumbing plan, direct permitting staff to the location of the calculation. Fixture unit counts will be used to assure that meters are adequately sized to provide the required plumbing demand.

Estimated water demands from fixture unit counts should be comparable to water demand planning factors, utilizing the table below:

Water Use Category	Planning Demand Factor
SFR	350 gpd/DU
MFR	180 gpd/DU
Schools	65 gpd/ksf
Commercial	90 gpd/ksf
Office	65 gpd/ksf
Industrial	55 gpd/ksf
Parks	55 gpd/ksf
Hospital	130 gpd/ksf
Hotel	125 gpd/rm
Restaurant	1050 gpd/ksf
Health Club	850 gpd/ksf
Water Features	130 gpd/ksf

DU = dwelling units
 gpd = gallons per day
 ksf = thousand square feet
 MFR = Multi Family Residence
 Rm = room
 SFR = Single Family Residence

200.14 WASTEWATER LOADING

In order to determine wastewater system loading, the Applicant must submit anticipated loading for the project. In the case of projects that have dedicated irrigation (commercial, for example), return-to-sewer rates for the domestic meter are assumed at 100%. In the case of residential use, the return-to-sewer rate of 35% shall be used for SFR, and 95% used for MFR. For planning purposes, the following table should be applied:

Wastewater Use Category	Planning Loading Factor
SFR	125 gpd/DU
MFR	170 gpd/DU
Schools	60 gpd/ksf
Commercial	85 gpd/ksf
Office	60 gpd/ksf
Industrial	50 gpd/ksf
Parks	50 gpd/ksf
Hospital	125 gpd/ksf
Hotel	120 gpd/rm
Restaurant	1000 gpd/ksf
Health Club	800 gpd/ksf

DU = dwelling units
 gpd = gallons per day
 ksf = thousand square feet
 MFR = Multi Family Residence
 Rm = room
 SFR = Single Family Residence

200.15 FIRE SUPPRESSION SYSTEM DESIGN FLOW

The design and calculations of the Project's fire suppression system shall be submitted to the District for review. Design should be consistent with the Improvement Plans on size and location of the fire sprinkler service lateral. Design calculations must include the total design demand of the system during operation in gallons per minute.

200.16 TITLE REPORTS AND EASEMENTS

200.16.1 Easement Process

A current Title Report (within 30 days) shall be submitted as confirmation of ownership of property and reflecting all encumbrances and subordinations. The District requires easements to be executed and recorded as separate instruments, not as part of a tract or parcel map. Front-end easement documents shall be prepared by the Applicant; signed legal descriptions and plat maps shall be prepared by the Applicant's Engineer and submitted for review and acceptance. Exhibits will be 8-1/2" x 11". The District's easement template, latest edition shall be utilized (see Appendix 4 and 4A). No exceptions.

All blanks in the documents, such as project identifications, title report number, map and book numbers and pages, dates, etc., must be filled in. The easement sketch must contain a vicinity map showing the location of the easement in relation to major streets and highways, as well as a sketch depicting the easement boundaries with bearings, distances, points of beginning, north arrow, and any other information required by the District. The District does not approve easements through tract maps. All easements must be dedicated through separate instrument.

If the property is not owned without financial encumbrance, the Subordination of Deed of Trust To Easement Deed (see Appendix 4B) will be required. This form shall be filled out by the beneficiary/mortgagee.

If any previously existing easements are being altered or made obsolete, the Applicant may request a Quitclaim of said easements. If accepted by the District, the Quitclaim Deed template and the Quitclaim Deed Certificate of Acceptance template may be prepared for execution (see Appendix 5 and 5A).

Once easements have been reviewed and accepted, an original signed and notarized document must be submitted to the District for final recordation. Easements will be recorded by the District after construction is completed. If changes in design occur, new easement documents will need to be submitted and changes will need to be reflected on the Record Drawings.

The District will approve the Improvement Plans only after all required easements have been deeded to the District together with any necessary subordination agreements.

200.16.2 Easement Design

Minimum easement width for potable water, recycled water, and wastewater facilities (including, but not limited to: water mains, hydrants, meter vaults, and above grade Double Check Detector Assemblies) that traverse a property or follows a pipeline alignment shall be 20 feet in width. Easements for facilities immediately adjacent to right-of-ways shall be 5 feet on all sides of said facilities (including, but not limited to: meters, fire hydrants, meter vaults, backflows, and other appurtenances) unless otherwise determined by the District. An easement running parallel with a lot line shall not be split so as to occur on two lots. Easements shall be shown on the Construction Plans.

Along public streets, a five foot utility parallel easement on private property for the District may be required depending upon public right-of-way widths and sidewalk locations.

200.17 EASEMENT ENCROACHMENT AGREEMENT

District easements shall remain free of private improvements, and the District shall not allow improvements that would compromise the District's ability to exercise its easement rights. All proposed improvements shall be submitted to the District for review and acceptance. Unapproved improvements shall be removed at the request of the District. Improvements that may be considered for acceptance would include: low profile landscaping, basic un-reinforced hardscape with cold joints, gates with support pilasters allowing for full width easement access, and minor irrigation systems. At the discretion of the District, an Easement Encroachment Agreement (see Appendix 6) shall be required. This document will identify all facilities proposed and acceptance to be located within the District's easement, at the financial risk and obligation of the Applicant, should any improvements be damaged within the easement during the District's exercise of its easement rights.

200.18 FATS, OILS, AND GREASE (FOG) REQUIREMENTS FOR FOOD SERVICE ESTABLISHMENTS (FSEs)

The District requires all FSEs located in the District and utilizing the District's public wastewater system to participate in the FOG Control program, as detailed in the District's Sanitary Sewer Management Plan, latest edition.

200.19 WASTEWATER DISCHARGE QUESTIONNAIRE

Applicant requesting service for a commercial or industrial project may be required to submit a completed Wastewater Discharge Questionnaire (Appendix 7) with the initial design Plans for the project's sewerage system, at the discretion of the District. All manufacturing businesses will be required to submit this questionnaire; additional triggers include high volume water use (25,000 gpd or greater) and facilities covered

under their own or general NPDES permit. If wastewater is the only flow to be discharged from the project, only Page One, and Items 8, 9, and 17 need to be completed.

The Wastewater Discharge Questionnaire is designed to provide necessary information so that the District and its customers can comply with the Federal Clean Water Act's Pretreatment Regulations (40 CFR Part 403).

A site inspection by the District will be made to verify the information provided on the questionnaire.

A list of discharge prohibitions and effluent limitations for wastewater discharged to the District's sewers is included with the questionnaire. For further information concerning the discharge limitations or the questionnaire, contact the South Orange County Wastewater Authority (SOCWA) office at (949) 489-7735.

Where the industrial discharger becomes aware that relevant facts were omitted or incorrect information was submitted in the industrial discharge permit application, the facts or corrected information shall be promptly submitted to SOCWA.

All dental facilities shall be required to submit a one-time compliance form related to the use of amalgam.

200.20 SUBSEQUENT PLAN CHECKS

Applicant will receive a Requirements Letter and a red-lined set of plan markups at the conclusion of every plan check. The Requirements Letter will detail remaining requirements that must be completed prior to final plan acceptance. Applicant shall resubmit all required items at the time of next plan submittal for review and acceptance. Submittal must also include the previous red-lined set of plan markups.

200.21 FEES

The Applicant shall pay all fees as determined by the District, in accordance with Section 300. Any unused Plan Check and Inspection Deposits balance will be returned to the Applicant upon project closure, per the requirements set forth in Section 200.27.

200.22 APPROVED PLANS

200.22.1 Final Acceptance

Once all Project requirements have been satisfied, the District will sign two sets of Improvement Plans with wet signatures on bond paper. One set will be returned to the Applicant.

Improvement Plans must have the District's Principal Engineer's signature before any construction by the Applicant begins.

An Approval Letter will be issued with the Improvement Plans detailing next steps in proceeding to construction of the facilities. Required conditions for construction of improvements are also found in Part 2 of this document, "General Conditions for Construction of Potable Water, Recycled Water, and Wastewater Facilities," latest edition.

200.22.2 Signed Utility Plans Both By District and Applicable Land Use Approval Agency

The District and applicable land use approval agency must sign and approve potable water, recycled water, wastewater, and/or irrigation Improvement Plans, prior to construction.

200.22.3 Validity of Signed Plans

The term of the Application and Agreement and the signed Improvement Plans shall commence upon the date of acceptance by the District, as reflected on the Approval Letter (“Commencement Date”), and shall expire on the earlier of the following: (a) the date of full satisfaction by Applicant of all requirements as set forth in, or referenced in, the Application and Agreement; or (b) two (2) years from the Commencement Date and one (1) year following the start of construction. The term may be extended upon the consent of the District in its sole discretion.

Any applicable fees in place at the time of the approval of an extension must be paid before any extensions will be approved.

200.22.4 Permit Extension Request Letter

In the event that the Project term expires, a Permit Extension Request letter (see Appendix 8) shall be submitted by the Applicant, by registered mail, to request a one year extension of the Project acceptance. If approved, the Applicant will receive a Permit Extension Approval Letter.

200.23 SHOP DRAWING SUBMITTALS, CONSTRUCTION AND INSPECTION

Shop Drawing Submittals, Construction, and Inspection shall proceed in accordance with the signed Plans, and requirements set forth in Part 2 of the District’s “Development Requirements”, “General Conditions for Construction of Potable Water, Recycled Water, and Wastewater Facilities”, latest edition.

200.24 DELTA APPROVALS

Proposed changes to the signed Improvement Plans arising from changed conditions in the field, unknown conflicts, or other unforeseen circumstances, will require resubmittal of a delta change to the original Improvement Plans from the Applicant’s Engineer. Deltas to the Plans shall not be constructed until receiving review and acceptance from the District. Delta Approvals will be subject to the same review process as the original Improvement Plan process outlined above.

200.25 RECORD DRAWINGS

200.25.1 Record Drawing Process

Upon completion of Project construction, Record Drawings shall be created for the District. Record Drawings requirements exist for both the public improvements and for all recycled water irrigation.

All “as-built” markups by the Applicant’s Contractor shall be turned in to the District Inspector at the completion of the Project, and then the master field set shall be transmitted to the District’s Records and Mapping Coordinator, who will then work with the Applicant’s Engineer and/or landscape architect to develop Record Drawings from the markups. All delta approvals during the course of construction will also be reflected in the proposed Record Drawings.

Once field markups have been processed, the Applicant shall submit proposed Record Drawings on bond paper to the District for review and acceptance. Changes/updates will be required until proposed Record Drawings have been created to the satisfaction of the District Inspector.

200.25.2 Final Record Drawing Submittals

All Record Drawing sheets shall have the word “Record Drawings” located on each sheet. Original signatures, original approval stamps, and original dates shall be imaged and replicated on the Record Drawings; new signatures will not be secured.

FOR PUBLIC IMPROVEMENTS

- One set on 4 mil mylar, all sheets in their original “to scale” size
- One set on bond paper, all sheets in their original “to scale” size
- One set in PDF format
- One set in AutoCAD NAD-83/State Plane Zone 6; NAVD-88 of all sheets
- All CAD reference files associated with drawings

FOR RECYCLED WATER IRRIGATION

- One set of Irrigation Site Plans in electronic format (AutoCAD, PDF, or other)
- One set of Color Charts (reflecting irrigation zones) represented on the irrigation site plan Record Drawings in electronic format (AutoCAD, PDF, or other)
- One set of Color Charts, 11” x 17” laminated hard copy – one set per controller

200.26 EASEMENT VERIFICATION

The Inspector will verify that the facilities to be accepted by the District were constructed within the easements as listed in the easement documents. Upon request by the District, the Applicant shall have the easement boundaries surveyed, in order to verify placement of the facilities within the easement.

In the event the facilities were not constructed within the designated easement, the Applicant shall submit revised easement documents, quitclaim documents, and at the final title report for recordation. The new easement shall be reflected on the Record Drawings.

200.27 FACILITY ACCEPTANCE

After satisfactory completion of all project closure items, including Record Drawings, Applicant shall petition the District’s Director of Engineering for acceptance of the Project (see Appendix 9), and the commencement of the one year warranty period.

The District reserves the right to impose any applicable fees and charges which may be due and owed as a result of deviations from the originally signed Improvement Plans. Changes include, but are not limited to: the number of service connections, meter sizes, building square footage, the irrigated area, the number of dwelling units, and any other measure used to calculate the original fees. Once reviewed, any remaining fee balances shall be resolved per language in Section 300.3.3. The Warranty Period shall not begin until final acceptance is given (see Appendix 10), and the Applicant shall continue to remain responsible for repair and maintenance of constructed facilities.

200.28 WARRANTY PERIOD

As set forth in the Agreement, the Applicant shall be responsible for any and all repairs and replacements for a period of one year (“Warranty Period”) from the date of acceptance by the District without expense

whatsoever to the District. In the event of failure to comply with the aforementioned conditions, the District will have the right to pursue any and all remedies including, but not limited to, a call upon sureties (see Appendix 3A and 3B) posted by the Applicant in order to have the defects repaired. These sureties shall be of a type which is automatically renewed every year, at the Applicant's expense, until released by the District. The cost and charges which may be collected by the District shall include attorney fees and other incidental costs involved thereof.

200.29 BOND RELEASE

The Applicant may petition the District for the release of the surety (see Appendix 11) after one year from the date of acceptance, if no failure of the system has occurred and has gone unrepaired by the Applicant. The District will release these securities if there are no outstanding construction or administrative items remaining in regard to the Project.

END OF SECTION

SECTION 300

SCHEDULE OF DISTRICT FEES AND CHARGES

300.1 FEE RESPONSIBILITIES

The Applicant is responsible for all fees and charges associated with the planning, review and acceptance, and construction of the Project, and the same may be revised from time to time. This includes, but is not limited to: plan check, inspection, testing, reinspection, permits, safety, traffic control, and clean up.

300.2 WATER RATES AND BI-MONTHLY SERVICE CHARGES

In addition to the fees and charges set forth above, the Applicant will be billed, as a District customer, for potable, recycled, wastewater, and meter use as listed in the District's Rules and Regulations, Article IV, Exhibit "B" (Schedule of Rates and Charges), latest revision available for review at the District's office. Said Schedule of Rates and Charges may be revised from time to time.

300.3 DEVELOPMENT FEES

In addition to the fees and charges set forth above, the Applicant shall be responsible for payment of applicable facilities, connection and/or development fees which may be imposed pursuant to the District's rules, regulations, and policies, and the same may be revised from time to time. For example, and not by way of limitation, said fees may include a capacity fee and a potable water demand offset fee.

300.3.1 Capacity Fees

The District's Board of Directors has established water and wastewater capacity fees for development. This charge shall be applied at the rate detailed in the Rules and Regulations, Article IV, Exhibit "B" (Schedule of Rates and Charges), latest revision, and the same may be revised from time to time.

In the case of redevelopment, the new development shall receive a credit for all previous, active meters serving the property to be redeveloped, at a rate consistent with the Rules and Regulations, Article IV, Exhibit "B" (Schedule of Rates and Charges), latest revision, as the same may be revised from time to time.

300.3.2 Potable Water Demand Offset Fees

The demand offset fee is a financial mechanism for new development to "offer" their new outdoor potable water demands through investment in converting new recycled water customers. Potable water demand offset fees will be charged by square footage of proposed potable irrigation. The potable water demand offset fee shall be consistent with the Rules and Regulations, Article IV, Exhibit "B" (Schedule of Rate and Charges), latest revision, and the same may be revised from time to time.

300.3.3 Plan Check and Inspection (PCI) Fees

PCI fees are determined during the review of conceptual Plans. For projects with a limited scope and a single improvement, such as a service installation of pipe size 2-inches and smaller, sewer main connection, or the installation of a gravity grease interceptor, a fixed minimum plan check fee may apply. Minimum plan check fee shall be \$800 ea. per system impacted (potable, recycled, or wastewater system).

For all other projects, an initial PCI deposit will be established, based on **10% of estimated construction costs for potable water, recycled water, and/or wastewater facility improvements to be dedicated to the District.** The table below shall be used for estimating total project costs, based on lineal footages of main or

service line pipe:

POTABLE, RECYCLED, AND WASTEWATER MAIN UNIT COSTS

Type of Main	Total Unit Cost (\$/LF)
Potable	\$400
Recycled	\$300
Wastewater	\$450

This amount will be communicated as part of the Engineering Feasibility Letter, and will be due prior to the commencement of plan check activities. Deposits will be held by the District, and District staff time and costs will be tracked against the deposit (including any necessary overtime and contract inspection). The balance of funds will be evaluated periodically by the District. If the total Project charges reach 90% of the total amount on deposit, the Applicant will be required to deposit additional funds, in multiples of one quarter of the original deposit; if the deposit account becomes 100% depleted, permitting and inspection activities will cease until additional monies are on deposit.

Once the Project advances to project closure per Section 200.27, any remaining monies on balance shall be returned to the Applicant, or monies owed shall be invoiced, prior to the issuance of the Notice of Acceptance.

Plancheck and inspection fees shall be consistent with the Rules and Regulations, Article IV, Exhibit “B” (Schedule of Rate and Charges), latest revision, and the same may be revised from time to time.

300.4 METER PURCHASES

Applicants of all residential or commercial/industrial properties will be required to furnish and dedicate to the District all water meters larger than 2-inches.

The Applicant will pay for, and the District will furnish, all meters up to and including 2-inches in size. All meters must be applied for through the District's Engineering Department. Payment and pick-up of meters will require an Approval Letter from the District and payment of all meter package fees. The schedule and cost of these meters is available at mnwd.com or upon request at the District office. The cost of meters is subject to change from time to time.

300.5 FIRE FLOW REQUESTS

Fees shall be applied at the rate detailed in the Rules and Regulations, Article IV, Exhibit “B” (Schedule of Rates and Charges), latest revision, and the same may be revised from time to time.

300.6 TEMPORARY CONSTRUCTION WATER

Fees shall be applied at the rate detailed in the Rules and Regulations, Article IV, Exhibit “B” (Schedule of Rates and Charges), latest revision, and the same may be revised from time to time.

300.7 OTHER FEES AND CHARGES

To facilitate the construction of major District facilities, the Board of Directors may require additional fees and charges to be paid by the Applicant to the District. An agreement will be made with the Applicant when this is required. This may include, but is not limited to, developer impact fees, improvement district fees, feasibility investigations, hydraulic analyses, Water Supply Assessments, etc. In general, the Applicant is responsible for all costs and expenses incurred by the District in connection with the Project.

END OF SECTION



PERMIT APPLICATION

Owner's Name:

Call Date:

Project Address:

Tract, Lot #, APN:

Developer/Engineer/Point of Contact:

Mailing Address:

Contact Phone #:

Cell #:

Contact Fax #:

Contact Business Phone/E-Mail:

Project Description – what's being done:

Residential or Commercial?

If a Business, What Type?

New Development, Tear Down/Rebuild or Utilizing Existing Space?

How Large is the Old Structure: (s.f.)?

How Large is the New Structure: (s.f.)?

Water Service: existing or new?

Water Meter Size?

Wastewater Service: existing or new?

Dedicated Irrigation: existing or new?

Fire Sprinkler: existing or new?

(Restaurants): Grease Interceptor: existing, new, or not applicable?

Grease Interceptor Size:

What is the Timing of the Project?

MOULTON NIGUEL WATER DISTRICT

APPENDIX 2

**APPLICATION TO AND AGREEMENT
WITH THE MOULTON NIGUEL WATER DISTRICT
FOR POTABLE WATER, RECYCLED WATER, AND WASTEWATER SERVICE**

The undersigned, hereinafter referred to as “Applicant,” hereby requests the extension of water and wastewater service by the MOULTON NIGUEL WATER DISTRICT, hereinafter referred to as the “District,” with said service to be delivered, subject to, and in accordance with the Rules and Regulations of the District, as amended from time to time (“Rules and Regulations”), including, but not by way of limitation, its “Development Requirements for Establishing and Modifying Potable Water, Recycled Water, and Wastewater Service with the Moulton Niguel Water District”, and “Standard Specifications for the Construction of Potable Water, Recycled Water, and Wastewater Facilities,” to that certain real property within said District described as follows:

Street Address/Cross Streets: _____
 City/County: _____
 Assessor Parcel No(s): _____
 Tract Map/Parcel Map: _____
 Acreage: _____

Applicant hereby applies for that water and wastewater service which can be provided to the Property by the facilities described below. The Property is to be used for the purpose(s) of:

Applicant hereby represents that Applicant is the _____ of the Property. Applicant estimates that the total service to be required of the District upon ultimate development of the Property is as follows (using Categories and Planning Factors from Section 200.13 and 200.14 of the Development Requirements):

Potable Use Category	Planning Demand Factor	Quantity (DU or ksf)	Total Potable Use (gpd)
Recycled Use	Planning Demand Factor	Quantity (ksf)	Total Recycled Use (gpd)
Irrigation	67 gallons per day per ksf		
Wastewater Use Category	Planning Loading Factor	Quantity (DU or ksf)	Total Wastewater Load (gpd)

DU = Dwelling Unit; ksf = thousand square feet

The Rules and Regulations, Development Requirements, and Standard Specifications are incorporated

MOULTON NIGUEL WATER DISTRICT

herein by this reference, and made part hereof as though fully set forth.

Upon acceptance of this Application executed by Applicant, together with all fees and charges, Plans and Specifications, bonds, conveyance of necessary easements, and other items as may be required herein, Applicant will be eligible for service in accordance with and subject to the terms and conditions herein set forth. District shall deliver to Applicant an executed copy hereof.

TERMS AND CONDITIONS

1. Upon acceptance of this application by the District, as evidenced by the District with execution and delivery to Applicant of a copy hereof, the District agrees to review and approve Improvement Plans for water and wastewater service in accordance with the Rules and Regulations of the District as the same may be amended from time to time, all of which are incorporated herein by this reference and made a part hereof as though fully set forth herein, and in accordance with and subject to the terms and conditions herein set forth.

2. Applicant hereby agrees to build or cause to build the following described facilities (hereinafter, collectively referred to as "Facilities") and agrees to pay all costs of installation of same, including, but not limited to, cost of labor, materials, equipment, contractors' expense and profit, engineering condemnation, and attorney's fees:

	<u>Public Facilities</u>	<u>Length</u>	<u>Size</u>
(a)	Potable Water System Facilities:	_____ lf	_____ in
		_____ lf	_____ in
		_____ lf	_____ in
(b)	Recycled Water System Facilities:	_____ lf	_____ in
		_____ lf	_____ in
		_____ lf	_____ in
(c)	Wastewater System Facilities:	_____ lf	_____ in
		_____ lf	_____ in
		_____ lf	_____ in
(d)	Meters	<u>Quantity</u>	<u>Size</u>
		_____	_____ in
		_____	_____ in

3. Applicant shall adhere to the requirements prescribed by the Rules and Regulations, and any additional requirements prescribed from time to time by the General Manager or the Board of Directors of the District, or both, to insure compliance with the Rules and Regulations. Applicant and its successors may be required to use recycled water based upon the sole discretion of the District and shall meet all the requirements of the Rules and Regulations. Applicant agrees that the Facilities described herein shall be constructed in accordance with Plans approved by the District and the applicable Specifications of the District by a contractor licensed by the State of California to install said Facilities.

4. Applicant guarantees the Facilities constructed under this Agreement against defects in workmanship and materials for a period of one year after the date of acceptance by the District of a Bill of

MOULTON NIGUEL WATER DISTRICT

Sale, or other conveyance document as may be required by the District, for the Facilities, as provided in Section 8. It is further agreed that these facilities shall be restored to full compliance with the requirements of the Plans and Specifications previously referred to herein, including any test requirements, for any portion of such Facilities which during said one year period are found to be deficient with respect to any provisions of the Plans or Specifications. This guarantee is in addition to any and all other warranties, expressed or implied with respect to such facilities.

5. Applicant agrees to provide the District with an Engineer's Estimate, or other report acceptable to the District, of the estimated costs of said Facilities.

6. Applicant agrees to grant, or cause to be granted, to the District, without cost to the District, all necessary easements for the construction, installation, and maintenance of said Facilities across all privately owned lands to be traversed by said Facilities, which easements shall be in a form and condition of title satisfactory to the District and shall be executed by all necessary parties having an interest in said lands.

7. Applicant agrees to provide to the District, prior to acceptance of the Facilities pursuant to Section 8, a complete set of Record Drawings of said Facilities (one set of 4 mil mylars, one set of blue/black lines on bond paper, one electronic set in AutoCAD NAD-83 State Plane Zone 6 NAVD-88 with all reference files, and one electronic set in PDF) showing the following:

- (a) Domestic Water Facilities (including major revisions):
 - (i) The location, size, and type of material of domestic water pipelines.
 - (ii) The location of all valves, fire hydrants, and other appurtenances by stationing.
 - (iii) The location, with respect to property sidelines, of lateral pipes for house connections and the domestic water meter.
 - (iv) The location of the limits of the right-of-way of the District, if the domestic water facilities are not located within a public street.
- (b) Recycled Water Facilities (including major revisions):
 - (i) The location, size and type of material of all recycled water pipelines.
 - (ii) The location of all valves and other appurtenances by stationing.
 - (iii) The location, with respect to property sidelines, of lateral pipes for connections to the recycled water meter.
 - (iv) The location of the limits of the right-of-way of the District, if the recycled water facilities are not located within a public street.
- (c) Wastewater System Facilities (including major revisions):
 - (i) The location, size and type of material of all wastewater pipelines.

MOULTON NIGUEL WATER DISTRICT

- (ii) The location of all manholes, wyes, and other appurtenances by stationing.
- (iii) The location, with respect to property sidelines of lateral stubs for house connections.
- (iv) The location of the limits of the right-of-way of the District, if the wastewater facilities are not located within a public street.

8. Upon completion of the Facilities, Applicant agrees to execute and deliver to the District a proper Bill of Sale, or other conveyance document as may be required by the District, of the Facilities described herein to the District (or its successors and assigns), including a report of the actual costs of the Facilities, on the standard form of the District, and to substantiate such report with invoices and receipts acceptable to the District. Applicant agrees that such Facilities will become the property of the District when said Bill of Sale, or other conveyance document, is accepted by the District's Board of Directors or its duly authorized employee, evidencing acceptance of the Facilities. Applicant hereby disclaims in favor of the District all right, title, and interest in and to said systems, appurtenances, and easements; and covenants and agrees to execute and deliver to the District any documents required to complete the transfer of the said Facilities concurrently with the acceptance by the District; and agrees that Applicant is holding any title to said Facilities, pending acceptance by the District, as trustee, acknowledging Applicant's obligation to complete said Facilities and transfer the same to the District free of liens, debts or other encumbrances.

9. Applicant and District agree that the above provisions shall not preclude the use of said Facilities by the property owners within the developed area or outside of said development prior to such delivery of Bill of Sale, or other conveyance document, to the District for temporary service. The quality of said domestic water and sewage must be acceptable to the District under its Rules and Regulations and approval must be obtained from the District for permission to connect to said Facilities or to existing facilities. Applicant agrees that the use of said Facilities by the Applicant, transferee, or assignee of the Applicant, or others within the District for such temporary service, will not constitute acceptance of the Facilities by the District nor constitute any waiver or exemption from all of the requirements for initiation of service as described in this Agreement and required under the Rules and Regulations.

10. Applicant agrees to hold the District harmless from any expense or liability resulting from said construction, and further agrees that Applicant will indemnify the District and will hold it, its agents, employees, officers, and representatives free and harmless from and against any and all liabilities for death, injury, loss, damage, or expense (including reasonable attorney's fees) to person or property which may arise or is claimed to have arisen as a result of any work or action performed by Applicant or on behalf of Applicant with respect to the construction and in the installation or repair of such Facilities. Applicant shall not be responsible for the claims resulting from the District's sole negligence.

11. Applicant hereby agrees to pay all administration and engineering fees (including inspection and plan check costs) calculated as established by the District, as well as wastewater capacity charges, water capacity charges, and any other charges of the District as provided for in the Rules and Regulations of the District, as may be amended or revised from time to time.

12. Applicant agrees to accept such conditions of pressure and service as are provided for by District's domestic water, recycled water, and wastewater systems at the location of all proposed connections thereto and to hold the District harmless from and against any and all damages, liability, and expense arising out of high- or low-pressure conditions with respect thereto or from interruptions of service.

13. Applicant shall not assign or otherwise transfer any rights hereunder without the prior

MOULTON NIGUEL WATER DISTRICT

written consent of the District, which consent shall be granted or denied in the District’s sole discretion.

14. Applicant agrees, if said District employs an attorney to enforce this Agreement, to pay said District for all attorney’s fees so incurred.

15. Applicant agrees to abide by the prohibitions of the District against the use of self-regenerating water softeners connected to the wastewater facilities of the District to the extent said prohibition is authorized to be imposed in accordance with applicable law.

16. Applicant agrees that upon delivery by District of 5 days prior written notice of date, time, and locations, the District may enter upon the hereinabove described property during reasonable hours for the purpose of ascertaining whether the provisions of this Agreement are being performed and to perform District’s activities.

17. Applicant agrees that service shall be commenced only after the following have been completed as determined in the District’s reasonable discretion: (a) the Facilities have been completed and transferred to the District as provided in Section 8 (b) all required testing and inspection have been accomplished by the District; and (c) Applicant has paid all applicable fees and charges. Applicant further agrees that the District shall not be obligated to Applicant or the successors of Applicant for service until such time as the necessary District facilities are actually completed.

18. This Application and Agreement shall inure to the benefit of, and be binding upon, the District, Applicant, the property owner named herein (if different from Applicant), and their respective successors and assigns (upon District written consent). Applicant agrees to make this Application and Agreement known to all developers, builders, and ground lessees of residential, commercial, and/or industrial improvements on the Property. The District shall have no obligation to provide any such notice to any such successors and assigns. Applicant shall indemnify and hold harmless the District from and against any and all claims or liability which may arise in connection with Applicant’s action or inaction in regard to the obligations set forth herein.

19. The term of this Application and Agreement shall commence upon the date of approval by the District (“Commencement Date”) and shall expire on the earlier of the following: (a) the date of full satisfaction by Applicant of all requirements as set forth in, or referenced in, this Application and Agreement; or (b) two (2) years from the Commencement Date and one (1) year following the start of construction. The term of this Application and Agreement may be extended upon the consent of the District in its sole discretion.

IN WITNESS WHEREOF, the other parties have duly caused their authorized signatures to be attached hereto, SIGNATURES MUST BE NOTARIZED.

APPLICANT:

PROPERTY OWNER:

By _____

By _____

Date _____

MOULTON NIGUEL WATER DISTRICT

MOULTON NIGUEL WATER DISTRICT

By _____
Director of Engineering

Date _____

APPENDIX 3

INSURANCE AND BONDING AGREEMENT FOR POTABLE WATER, RECYCLED WATER, AND WASTEWATER SERVICE

This Insurance and Bonding Agreement (the Insurance Addendum) for the *Application to and Agreement with the Moulton Niguel Water District for Water and Wastewater Service*, dated as of _____ (the "Agreement"), by _____ and _____ between ("Applicant") and Moulton Niguel Water District ("District"), is effective as of _____, 20____ (the "Effective Date"). Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

1. INSURANCE

During the entire term of the Agreement, Applicant will pay for and maintain, in full force and effect, all insurance required by District herein. Applicant shall not commence extension, installation, construction or improvements to District's facilities (collectively "Work") under the Agreement until it has obtained the required insurance. Applicant shall not permit any Subcontractor to perform any work until the same insurance requirements have been complied with by such Subcontractor.

Applicant shall maintain insurance as set forth below:

- A. **Commercial General Liability Insurance** – Commercial General Liability insurance, including coverage for products and completed operations, with a limit of not less than \$1 million per occurrence, \$2 million aggregate. Such aggregate shall apply separately to the work. Commercial General Liability insurance coverage shall be equivalent to Insurance Services Office Form CG 00 01. Included in such insurance shall be contractual coverage sufficiently broad to insure the matters set forth in the Section 10 of the Agreement. This insurance shall name the following as additional insureds using ISO endorsement CG 20 10 11 85, or both CG 20 10 and CG 20 37 forms if later revisions are used: District, all other public agencies from whom permits will be obtained, and each of the foregoing party's directors, officers, agents, employees, volunteers, and consultants. This insurance shall be primary and not contribute with any other insurance or self-insurance maintained by the additional insureds.
- B. **Business Automobile Insurance** – Business Automobile insurance with a liability limit of not less than \$1 million each accident. The policy shall include coverage for owned, non-owned, and hired vehicles. Business Automobile insurance coverage shall be equivalent to Insurance Services Office Form CA 00 01, covering Code 1 (any auto). This insurance shall name the following as additional insureds using ISO endorsement CG 20 10 11 85, or both CG 20 10 and CG 20 37 forms if later revisions are used: District, all other public agencies from whom permits will be obtained, and each of the foregoing party's directors, officers, agents, employees, volunteers and consultants. This insurance shall be primary and not contribute with any other insurance or self-insurance maintained by the additional insureds.
- C. **Professional Liability Insurance** – Professional Liability insurance, if any portion of the Work is performed by licensed professionals, including architects, Engineers and surveyors, with a limit not less than \$1 million per occurrence or claim.

- D. Workers' Compensation** – Workers' Compensation insurance as required by California law and employers' liability insurance with limits not less than \$1 million each accident; and, \$1 million for disease, each employee. Such insurance shall include a waiver of subrogation in favor of District, its directors, officers, agents, and employees. This insurance shall be in strict accordance with the requirements of the most current and applicable State Workers' Compensation insurance laws.
- E. All Risks Builders Risk** – Builder's Risk insurance at least as broad in scope as the Insurance Services Office (ISO) "Causes of Loss – Special Form" if the Work includes above-ground construction. Such insurance shall:
1. Cover the full construction cost of the Work.
 2. Not include coinsurance requirements.
 3. Include soft cost coverage for additional accounting fees, legal fees and any other increase in expense incurred due to an insured event.
 4. Be extended to include flood coverage.
 5. Include equipment breakdown coverage or its equivalent.
 6. Continue in force until final completion and acceptance of the Work by the District.
 7. Include the District, its directors, officers, agents, employees, volunteers and consultants as the insured as its interest may appear.
 8. Contain deductibles acceptable to the District.

2. OTHER REQUIREMENTS

With respect to all Applicant insurance required herein:

- A.** Insurers shall maintain an A.M. Best rating of A-, VII, or better or as otherwise approved by the Applicant.
- B.** All self-insured retentions must be declared and approved in writing by the District. At the option of the District, either the insurer shall reduce or eliminate such self-insured retentions as respects the District, its directors, officers, agents, employees, volunteers and consultants, and other additional insureds, or, the Applicant shall provide a financial guarantee satisfactory to District guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- C.** Thirty (30) days' prior notice of cancellation shall be provided to the District.

3. EVIDENCE OF INSURANCE

Prior to commencement of the Work, the Applicant shall:

- A. Furnish the District with properly executed certificates of insurance evidencing compliance with all insurance required herein.
- B. Provide the District additional insured endorsements evidencing compliance with the additional insured requirements set forth herein.
- C. Provide certified copies of insurance policies at the request of the District.
- D. All certificates and endorsements are to be received and approved by the District before Work commences. However, failure to obtain the required documents prior to the Work beginning shall not waive the Applicant's obligation to provide them. District reserves the right to require complete, certified copies of all required insurance policies, including endorsements, at any time.

4. APPLICANT'S LIABILITY NOT LIMITED BY INSURANCE

Nothing contained in these insurance requirements is to be construed as limiting the liability of the Applicant or the Applicant's sureties, contractor or any subcontractors.

5. SURETY

Applicant shall submit, concurrently with this Insurance Addendum, payment and performance bonds on the standard forms of the District, which forms are on file at the office of the District and are by this reference incorporated herein, or as acceptable to the District, in connection with the Facilities to be constructed, and for an amount to be determined by the District. The performance bond shall include coverage for not only the construction of the Facilities, but also the guarantee/warranty period required under the Agreement and the documents in connection with the Application. Sureties shall be of a type which is automatically renewed every year, at the Applicant's expense, until released by the District.

6. MISCELLANEOUS

Except as expressly set forth herein, all of the terms and provisions of the Agreement shall remain in full force and effect and shall govern this Insurance Addendum. Facsimile transmission of any signed original document and/or retransmission of any signed facsimile transmission will be deemed the same as delivery of an original. At the request of any party, the parties will confirm facsimile transmission by signing a duplicate original document. This Insurance Addendum may be executed in counterparts, each of which shall constitute an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties agree to the terms and conditions set forth herein, which shall constitute a binding agreement as of the Effective Date of the Agreement.

For "Applicant":
NAME: _____

For "District":
MOULTON NIGUEL WATER DISTRICT

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: Director of Engineering

MOULTON NIGUEL WATER DISTRICT

APPENDIX 3A

THIS BOND EXECUTED IN
TRIPLICATE

Bond No. _____
PREMIUM INCLUDED IN
PERFORMANCE BOND

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, _____
(DEVELOPER)

(referred to hereinafter as the "Principal") is improving certain real property in the City of
_____ ("City"), County of Orange County ("County"), California, known and
(CITY)
identified in the City/County subdivision proceedings as _____
_____ ("Development"); and
(TRACT NO./SUBDIVISION/DESCRIPTION)

WHEREAS, a condition of approval and acceptance of the Development by the City and/or
County is the installation of a water and/or wastewater system (referred to hereinafter as the
"Project") to service the improvements on said property and meeting the standard requirements of the
County of Orange and of Moulton Niguel Water District, a California water district ("District"),
which will be responsible for providing water and/or wastewater services ("Services") to said
improvements; and

WHEREAS, a further condition of approval and acceptance of the Development is approval
of the Project and its Specifications and construction by said Moulton Niguel Water District, and the
dedication thereof to said District; and

WHEREAS, said Principal has agreed to furnish to and for the benefit of said District a bond,
as a condition of and as consideration for said District's approval of said Project providing that if said
Principal or any of his Subcontractors shall fail to pay (1) any of the persons named in Section 9100
of the California Civil Code, whether for performing labor upon or bestowing skill or other necessary
services on, or furnishing materials, provisions, provender or other supplies or leasing equipment to
be used or consumed in or furnishing appliances, teams or power contribution to, the work to be
performed on said Project, or otherwise, or (2) amounts due under the California Unemployment
Insurance Code with respect to work or labor performed by any such person, or (3) for any amounts
required to be deducted, withheld, and paid over to the California Employment Development
Department from the wages of employees of the Principal and his Subcontractors pursuant to Section
13020 of the California Unemployment Insurance Code with respect to such work and labor, the
Surety on this bond will pay the same to the extent hereinafter set forth;

NOW THEREFORE, we, the Principal and _____
(SURETY)

as Surety, are held and firmly bound unto the District in the penal sum of
_____ dollars (\$ _____) lawful
money of the United States of America, for payment of which sum will and truly to be made, we bind
ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these
presents

MOULTON NIGUEL WATER DISTRICT

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, or its Subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the California Civil Code, whether for performing labor upon or bestowing skill or other necessary services on said Project, or for furnishing materials, provisions, provender or other supplies or leasing equipment to be used or consumed in or furnishing appliances, teams, or power contributing to, the work to be performed on said Project, or otherwise, or (ii) amounts due under the Unemployment Insurance Code with respect to work or labor performed by any of such person.; or (iii) for any amounts required to be deducted, withheld, and paid over to the California Employment Development Department from the wages of employees of the Contractor and his Subcontractors pursuant to Section 13020 of the California Unemployment Insurance Code with respect to such work and labor, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay, in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court.

This bond shall insure to the benefit of any and all persons named in Section 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit bought upon this bond, and the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreements of Principal with said District relating to said Project, or the work to be performed thereunder, or the Specifications concerning said Project, shall in any way 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 such agreements, or to the work or to the Specifications.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named on the _____ day of _____.

PRINCIPAL

(CORPORATE SEAL)

BY

(TITLE)

(Attach Acknowledgement of Authorized Agent of Principal)

Any claims under this bond may be addressed to:

(Name and address of Surety)

(Name and address of Agent or Representative)

MOULTON NIGUEL WATER DISTRICT

in California if different from above)

(Telephone number of agent/Surety
in California)

(ATTACH ACKNOWLEDGEMENT)

(SURETY)

By _____

Attorney-in-Fact / _____

(PRINTED NAME)

APPENDIX 3B

THIS BOND EXECUTED IN
TRIPLICATE

Bond No. _____
Premium: \$ _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, _____
(DEVELOPER)

(referred to hereinafter as the "Principal") is improving certain real property in the City of _____ ("City"), County of Orange County ("County"), California, known and (CITY) identified in the City/County subdivision proceedings as _____ ("Development"); and (TRACT NO./SUBDIVISION/DESCRIPTION)

WHEREAS, a condition of approval and acceptance of said Development is the installation of a water and/or wastewater system (referred to hereinafter as the "Project") to service the improvements on said property and meeting the standard requirements of the County and/or City (as applicable) and of the Moulton Niguel Water District, a California water district ("District"), which will be responsible for providing water and/or wastewater services ("Services") to said improvements; and

WHEREAS, a further condition of approval and acceptance of said Development by the City and/or County is approval of the Project, its Specifications and construction, by said District, and the dedication thereof to said District; and

WHEREAS, said Principal has agreed to furnish to and for the benefit of said Moulton Niguel Water District, as a condition of and as consideration for said District's approval of said Project, a bond guaranteeing performance of all work necessary to completion of said Project in such fashion as to comply with the standards and requirements of said City and/or County (as applicable) and said District, and in such state as to render it acceptable for dedication to and acceptance by said District and adequate to serve the improvements upon said Development.

NOW THEREFORE, we the principal and _____ (SURETY)

_____ as Surety, are held and firmly bound unto the District in the penal sum of _____ dollars (\$ _____), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

NOW THEREFORE, if the Principal shall well and truly perform all work necessary to (1) complete said Project in accordance with the terms and Specifications heretofore approved and subsequently approved by said District, and in such fashion as to meet the standard requirements of said City and/or County and of said District for improvements of the kind contemplated by said Project, and so as to render said Project suitable for offer of dedication to and acceptance by said District and for rendering to said Development Services of the kind and quality customarily contemplated in legal subdivisions, within said City and/or County, similar to said Development, and (2) satisfied any obligations that arise in connection with a warranty of

MOULTON NIGUEL WATER DISTRICT

the improvement completed for Project for a period the greater of one year or the time specified in Principal's application for Services with the District, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named on the _____ day of _____.

PRINCIPAL

(CORPORATE SEAL)

BY

(TITLE)

(Attach Acknowledgement of Authorized Agent of Principal)

Any claims under this bond may be addressed to:

(Name and address of Surety)

(Name and address of Agent or Representative
in California if different from above)

(Telephone number of agent/Surety
in California)

(ATTACH ACKNOWLEDGEMENT)

SURETY

By _____

Attorney-in-Fact / _____

PRINTED NAME

APPENDIX 4

Recording Requested by:
MOULTON NIGUEL WATER DISTRICT

Return to:
Director of Engineering
MOULTON NIGUEL WATER DISTRICT
P.O. Box 30203 Laguna Niguel, CA 92607-0203

NO CONSIDERATION

EASEMENT GRANT TO
MOULTON NIGUEL WATER DISTRICT
OF EASEMENT FOR WATER, RECLAIMED WATER
AND WASTEWATER FACILITIES

Exempt Govt.
Code Sec.
27383

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, _____, a California _____, (“Grantor”) hereby grants and conveys to MOULTON NIGUEL WATER DISTRICT and its successors and assigns (collectively, “Grantee”) a perpetual non-exclusive easement and right-of-way for subsurface potable, recycled, and wastewater pipelines, and valves, meters, manholes, and other appurtenant facilities which may be above-ground in whole or in part, for transmission purposes, including, specifically, but not by way of limitation, the right to install, construct, reconstruct, remove and replace, renew, inspect, maintain, repair, improve, relocate and otherwise use potable, recycled, or wastewater pipeline or pipelines together with incidental appurtenances, connections, and structures in, over, under, upon, along, through and across the real property hereinafter described together with ingress and egress thereon, and the right to enter upon and to pass and re-pass over and along said real property (collectively the "Authorized Activities").

Said easement shall lie in, over, under, upon, along, through and across that certain real property situated in the County of Orange, State of California, described in Exhibit “A” and depicted in Exhibit “B” (the “Easement Area”) both of which are attached hereto and by this reference incorporated herein, together with the right to enter upon and to pass and re-pass over and along the Easement Area to conduct the Authorized Activities. Such easements shall run for the benefit of Grantee, its officers, agents and employees and persons under contract with Grantee.

It is understood and agreed that the easements and rights-of-way acquired herein are acquired subject to the rights of the Grantor, and its successors and assigns, to use the surface of the Easement Area to the extent that such use is compatible with the full and free exercise of said easement and rights-of-way by the Grantee, and subject to other specific conditions on Grantor’s use as set forth hereinafter in this Grant of Easement. Grantor agrees that none of the following items (i) through (iv) shall be

constructed, installed or planted upon, over, and along the Easement Area without first obtaining the prior written consent of Grantee, and Grantee agrees that it will not unreasonably withhold or delay such consent: (i) alleys, fences, block walls, or other structures; (ii) streets, roadways or hardscape, including backfill, concrete, curbs, and gutters, planters, islands and median structures that would unreasonably interfere with the ability of Grantee to perform any of the Authorized Activities; (iii) trees; or, (iv) shrubs or plantings that would unreasonably interfere with the ability of Grantee to perform any of the Authorized Activities. In the event prohibited structures, improvements or landscape are constructed, installed or planted within the Easement Area without the required advanced written consent, Grantee may require Grantor to remove same and, if Grantor does not comply, Grantee may cause removal and charge costs back to Grantor.

No earth, dirt, fill or any other material shall be deposited, placed or maintained on or over the surface of the ground in the Easement Area, nor shall any earth be removed from the cover of said pipeline or pipelines and incidental facilities in the Easement Area without first obtaining the prior written consent of Grantee, which consent and authorization shall require full payment or reimbursement to Grantee of all costs of adjusting Grantee's pipelines or facilities made necessary by any such removal. Grantee agrees that it will not unreasonably withhold or delay such consent.

It is understood and agreed that Grantee shall bear no responsibility nor assume any cost for the maintenance, repair or replacement of any trees, shrubbery, fences, walls, or other plantings or structures or improvements situated within the Easement Area that may be injured, damaged or destroyed by Grantee's use of the Easement Area in connection with the Authorized Activities; provided, Grantee agrees that Grantee shall promptly complete the repair and/or replacement of the roadways, streets, backfill, curbs, gutters and other roadway appurtenances that are damaged by Grantee as a result of the Authorized Activities. Said obligation of Grantee to repair or replace shall not include any obligation to expand or otherwise improve said roadway or roadway appurtenances.

In consideration of Grantee's acceptance and recordation of this Grant of Easement, Grantor covenants and agrees for itself and its successors and assigns that if Grantor, or its successors and assigns, requests any future relocation of the potable, recycled, or wastewater pipeline or pipelines and incidental facilities described herein, and if Grantee in its discretion consents in writing to such request for relocation, the cost of said relocation shall be at the sole expense of Grantor or its successors and assigns and that Grantee shall have no responsibility for such costs. In the event that Grantee consents to any such relocation, Grantor shall be required to furnish to Grantee a good and sufficient permanent grant of easement for the new alignment/location agreeable to both Grantor and Grantee, which grant of easement shall be in a form substantially similar to this Grant of Easement.

The Grantor represents and warrants to Grantee that Grantor is the owner in fee title of the herein described property, and has the right to make this conveyance, and that it has advised the Grantee in writing of any and all outstanding easements, encumbrances, or deeds of trust.

This Grant of Easement and the provisions contained herein shall be binding upon Grantor, Grantee, and their respective successors and assigns.

IN WITNESS WHEREOF, this Grant of Easement has been executed this _____ day of _____, 20____.

Grantor: _____

By _____

Title: _____

By _____

Title: _____

PLEASE NOTARIZE ALL SIGNATURES

APPENDIX 4A

CERTIFICATE OF ACCEPTANCE
MOULTON NIGUEL WATER DISTRICT

This is to certify that the interest in real property conveyed by Deed of Grant of Easement dated _____, 20____, from _____, a California _____ to the MOULTON NIGUEL WATER DISTRICT, a California water district, is hereby accepted by the undersigned officer on behalf of the Board of Directors, pursuant to authority conferred by Resolution No. 03-37 of the Board of Directors, adopted on the 18th day of December, 2003, and the MOULTON NIGUEL WATER DISTRICT consents to recordation thereof by its duly authorized officer.

Dated this _____ day of _____, 20____.

Director of Engineering
MOULTON NIGUEL WATER DISTRICT and of the
Board of Directors hereof

APPENDIX 4B

Recording Requested by:
MOULTON NIGUEL WATER DISTRICT

Return to:

Director of Engineering
MOULTON NIGUEL WATER DISTRICT
P.O. Box 30203 Laguna Niguel, CA 92607-0203

NO CONSIDERATION

SUBORDINATION OF DEED OF TRUST
TO
EASEMENT DEED

Exempt Govt.
Code Sec. 6103

Beneficiary under that certain Deed of Trust recorded on _____, in Book ___, Page(s) ___, Official Records of Orange County, California, agree that the easement granted to MOULTON NIGUEL WATER DISTRICT by _____, dated _____, recorded concurrently herewith, shall be and remain paramount, prior, and superior to and forever bind the interests of the undersigned under said Deed of Trust, for all purposes as fully as though said easement had been executed and delivered prior to the creation of said Deed of Trust and the latter made and accepted specifically subject to and subordinate thereto.

DATED: _____

(Beneficiary)

By _____

Title: _____

By _____

Title: _____

PLEASE NOTARIZE ALL SIGNATURES

APPENDIX 5

RECORDING REQUESTED BY AND
WHEN RECORDED MAILED TO:

**Director of Engineering
Moulton Niguel Water District
P.O. Box 30203 Laguna Niguel, CA 92607-0203**

Space Above This Line for Recorder's Use Only

Exempt Govt. Code § 27383

QUITCLAIM DEED

MOULTON NIGUEL WATER DISTRICT, a California Water District formed under and operating pursuant to Section 34000 *et seq.* of the California Water Code, herein called "Grantor," does hereby **REMISE, RELEASE** and **QUITCLAIM** to the _____, a _____ located in the County of Orange and herein called "Grantee," that certain easement located in the County of Orange, State of California, and more particularly described in that certain Easement recorded in Page ____ of Book ____, as Instrument No. _____ of the Official Records of the County of Orange, on _____, _____, and as described in **Exhibit A** and depicted in **Exhibit B** attached hereto and incorporated herein ("Easement Area"), together with any and all personal property and fixtures, including pipelines and appurtenances, within, on and under the Easement Area.

This Quitclaim Deed and the provisions contained herein shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective heirs, administrators, personal representatives, executors, devisees, successors and assigns.

IN WITNESS WHEREOF, this instrument has been executed on this _____ day of _____, 20____.

Grantor

MOULTON NIGUEL WATER DISTRICT

By: _____

Title: General Manager

By: _____

Title: Secretary

NOTARIZE ALL SIGNATURES

APPENDIX 5A

CERTIFICATE OF ACCEPTANCE
OWNER

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated _____, 20__, from MOULTON NIGUEL WATER DISTRICT, a California Water District, to _____, _____, is hereby accepted by the undersigned officer on behalf of _____, and _____ consents to recordation thereof by its duly authorized officer.

Dated this ____ day of _____, 20__.

OWNER
Grantee

By _____
Title: _____

By _____
Title: _____

NOTARIZE ALL SIGNATURES

APPENDIX 6

RECORDING REQUESTED BY:
MOULTON NIGUEL WATER DISTRICT

Return to:
Director of Engineering
MOULTON NIGUEL WATER DISTRICT
P.O. Box 30203 Laguna Niguel, CA 92607-0203

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE SECTION 27383

EASEMENT ENCROACHMENT AGREEMENT by and between
MOULTON NIGUEL WATER DISTRICT (MNWD or DISTRICT) AND
(OWNER)

DATE OF ENCROACHMENT AGREEMENT: _____

**IN CONSIDERATION OF THE TERMS AND CONDITIONS SET FORTH IN THIS
EASEMENT ENCROACHMENT AGREEMENT (“ENCROACHMENT AGREEMENT”),
OWNER AND MNWD (“parties”) AGREE AS FOLLOWS:**

The MOULTON NIGUEL WATER DISTRICT, a California Water District under Water Code Section 34000 *et seq.* is the record holder of a _____ (“District Facilities”) and related operations by document recorded in Book Number____, Page No. _____, as Instrument Number _____ of the Official Records of Orange County (“Easement”), attached hereto as **Exhibit A** and incorporated by this reference herein. The Easement and District Facilities are of record title on property (the “Property”) (as described below) owned by “Owner” (as listed above). The Owner executing this Encroachment Agreement represents and warrants to District that Owner is the owner in fee title of the herein described Property, or has the right to execute this Encroachment Agreement on behalf of Owner.

The Property is described as follows:

Owner has requested MNWD for consent to install, maintain, repair and replace from time to time, the following improvements and landscaping described/depicted in **Exhibit B** to this Encroachment Agreement and incorporated by this reference herein (collectively, the “Improvements”) within, along, under or crossing the Easement surface or area, or a portion thereof. Owner shall not install, maintain, repair or replace any Improvements which are not generally described herein, nor described in Exhibit B, without the prior consent of MNWD. The Improvements generally include the following:

The District will allow the installation of the Improvements as described/depicted in Exhibit B, subject to the District's rights under, and all other terms of, the recorded Easement which are fully incorporated herein by this reference and made a part hereof. The following additional conditions and requirements shall also apply, which Owner agrees are binding upon all successor owners of the Property and shall be considered covenants running with the land:

(1) The Improvements, and any appurtenances and the construction, installation, operation, maintenance and repair thereof, shall not interfere with the free and complete exercise of MNWD's rights under the Easement, and the Easement is not altered, changed or superseded by the terms set forth in this Encroachment Agreement. In addition to the terms of this Encroachment Agreement, Owner and District remain subject to all terms, obligations, requirements and responsibilities set forth in the Easement.

(2) District may remove the Improvements, and any appurtenances or require the Owner to remove or relocate the Improvements, and any appurtenances, at any time upon reasonable notice if the District determines in its sole discretion that the Improvements or any appurtenances interfere with the District's operations or exercise of its rights under the Easement, and Owner will comply with any such request within a reasonable time; provided, in the event of an emergency, advance notice by District is excused. Owner assumes the risk that the Improvements and any appurtenances could interfere with District's use of the Easement as therein provided and could be removed in the event of such interference. District will have no responsibility for any costs of removal or relocation, and Owner will bear all such costs.

(3) Owner accepts all financial and other responsibility for repairing or replacing the Improvements and any appurtenances if disturbed by MNWD, including its employees, Contractors, Subcontractors, agents and representatives (collectively, "Related Parties"), in connection with MNWD's operation, maintenance, repair or reconstruction activities within the Easement or in connection with the District Facilities, without regard to fault. Owner waives any claims against MNWD and their directors, officers, employees, Contractors, Subcontractors, agents and representatives for damages to the Improvements, or any appurtenances, or related thereto, occurring from the free and complete exercise of MNWD's rights under the Easement, in connection with MNWD's activities related to the District Facilities or Easement area, including costs of repair, removal or replacement of the Improvement or any appurtenances, as well as any direct or indirect or consequential damages, without regard to fault.

(4) The consent to encroachment on the Easement under this Encroachment Agreement provided by District is in no way intended and shall not be construed as consent by the District to any result, consequence, damage, or liability arising from or in connection with the Improvements or any appurtenances.

(5) Owner retains full and complete responsibility and liability for the design, construction, installation, maintenance and repair of the Improvements and any appurtenances and any and all other related work and activities, including but not limited to any damage to person or property from the placement or existence of the Improvements and any appurtenances and related matters, including damage to District Facilities.

(6) Owner shall fully indemnify, defend, and hold harmless the District and its directors, officers, employees, independent Contractors, representatives and agents (collectively, "District Parties") from and against any and all claims, demands, actions, proceedings, damages, losses, accidents, costs, expenses (including, without limitation, reasonable attorney's fees and expenses), and other liabilities of any nature (including, without limitation, those arising from damage to property or the injury or death of any person) (collectively, "Claims") arising out of or in connection, or alleged to arise out of or in connection with, the Improvements and any appurtenances, including but not limited to the design, placement, installation,

construction, maintenance, rehabilitation, or repair of the Improvements and any appurtenances, and including any damages to District Facilities or the Easement area.

(7) This Encroachment Agreement constitutes the entire understanding between District and Owner with respect to the subject matter hereof. This Encroachment Agreement may not be changed except in writing, duly authorized and executed by both parties. This Encroachment Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of Owner and District and their respective successors and assigns, including any subsequent owners of the Property, and all successors of District. Each individual signing this Encroachment Agreement on behalf of a party represents and warrants that he and/or she has been duly authorized to execute, and thereby bind such party to the terms and conditions hereof.

ACCEPTED AND AGREED:

MNWD:

OWNER:

MOULTON NIGUEL WATER DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

[ALL SIGNATURES MUST BE NOTARIZED]

State of California
County of _____

On _____ before me, _____
(insert name and title of the officer) personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer) personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit A

Instrument No. _____

Exhibit B

Improvements

APPENDIX 7

**MOULTON NIGUEL WATER DISTRICT
WASTEWATER DISCHARGE QUESTIONNAIRE**

PLEASE TYPE OR PRINT LEGIBLY. Illegible questionnaire will be returned.

Date: _____ Standard Industrial Classification (SIC) Code: _____

1. NAME OF BUSINESS OR INDUSTRY: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER:(____) _____

2. LOCATION OF BUSINESS:

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

3. PRINCIPAL SERVICE OR PRODUCT OF BUSINESS OR INDUSTRY AT THIS FACILITY:

4. TYPE OF ACTIVITIES IS YOUR BUSINESS CONDUCTING - CHECK ALL THAT APPLY:

Manufacturing Distribution Office Work Showroom Retail

5. PERSON AND TITLE WITHIN BUSINESS OR INDUSTRY TO BE CONTACTED
CONCERNING WASTEWATER DISCHARGE TO THE SEWER:

NAME: _____

TITLE: _____

TELEPHONE NUMBER: (____) _____

6. IS THIS FACILITY REGULATED UNDER ANY NPDES PERMIT (circle one):
YES NO NOT SURE

7. STATEMENT OF RESPONSIBLE OFFICIAL:

I declare under penalty of perjury under the laws of California that the information in this questionnaire is true and correct to the best of my knowledge.

SIGNATURE OF OFFICIAL: _____

DATE

8. IS ANY NON-DOMESTIC WASTEWATER DISCHARGED TO THE SEWER SYSTEM?
 NON-DOMESTIC WASTEWATER IS CLASSIFIED AS DISCHARGE FROM OTHER THAN
 A WASHROOM, TOILET, OR SHOWER.

YES _____
 NO _____

9. DESCRIBE THE OPERATION(S) AT THIS FACILITY THAT RESULT(S) IN THE
 DISCHARGE TO THE SEWER OF NON-DOMESTIC WASTES. INCLUDE DESCRIPTION
 OR RAW MATERIALS, CATALYSTS, OR INTERMEDIATES, IF APPLICABLE.
 DESCRIBE ANY MANUFACTURING OPERATION AT THIS LOCATION. (ATTACH
 ADDITIONAL SHEETS IF NECESSARY.)

10. DESCRIBE ANY WATER CONDITIONING PROCESSES USED AT THIS FACILITY
 (SUCH AS WATER SOFTENING, REVERSE OSMOSIS, FILTRATION):

11. OPERATION SCHEDULE: Shift Start/End Times: No. of Employees:

1ST _____

2ND _____

3RD _____

INDICATE BY CHECKMARK SHIFTS NORMALLY WORKED EACH DAY:

	SUN	MON	TUES	WED	THUR	FRI	SAT
1ST	_____	_____	_____	_____	_____	_____	_____
2 ND	_____	_____	_____	_____	_____	_____	_____
3RD	_____	_____	_____	_____	_____	_____	_____

12. IS PRODUCTION SEASONAL: YES _____ NO _____

13. TYPE OF FLOW OF DISCHARGE OF WASTEWATER:

BATCH	_____	QUANTITY PER BATCH:	_____
CONTINUOUS	_____	SEE QUESTION #13	
INTERMITTENT	_____	QUANTITY PER DISCHARGE	_____

IF BATCH OR INTERMITTENT DISCHARGE, AVERAGE NUMBER OF BATCHES OR INTERMITTENT DISCHARGES PER DAY:

14. LIST THE DAYS OF THE WEEK AND APPROXIMATE TIMES THAT THE DISCHARGE(S) OCCUR(S)?

15. ESTIMATE THE AVERAGE DAILY FLOW RATE FROM EACH WASTE DISCHARGE OPERATION (GALLONS PER DAY):

16. DESCRIBE THE CHARACTERISTICS AND CONSTITUENTS OF WASTEWATER DISCHARGE(S). IF KNOWN, LIST CONCENTRATION IN PERCENT OR MILLIGRAMS PER LITER:

17. ARE ANY OF THE TOXIC POLLUTANTS LISTED IN TABLE 1 (SEE PAGE 4) USED AT THIS FACILITY IN MANUFACTURING OF ANY PRODUCT OR ARE ANY OF THE LISTED POLLUTANTS A BYPRODUCT WHICH MAY BE DISCHARGED? _____ ARE ANY OF THE LISTED POLLUTANTS STORED AT THIS FACILITY? _____ IF _____ SO, PLEASE INDICATE THE APPROPRIATE POLLUTANTS BY CHECK MARKS ON TABLE 1.

18. DESCRIBE ANY TREATMENT FACILITIES AT THIS FACILITY THAT TREATS THE WASTEWATER PRIOR TO DISCHARGE TO THE SEWER:

19. ADDITIONAL INFORMATION CONCERNING OPERATION AT THIS FACILITY:

ATTACH ADDITIONAL SHEETS IF MORE SPACE IS NEEDED FOR RESPONSES TO INDIVIDUAL QUESTIONS.

Table 1

**65 TOXIC POLLUTANTS LISTED IN CONSENT DECREE AND
REFERENCE IN 307 (a) OF THE CWA OF 1977**

CHECK POLLUTANTS KNOWN, OR ANTICIPATED TO BE PRESENT, IN THE WASTEWATER DISCHARGE:

_____ Acenaphthene	_____ Endrin and metabolites
_____ Acrolein	_____ Ethylbenzene
_____ Acrylonitrile	_____ Fluoranthene
_____ Aldrin/Dieldrin	_____ Haloethers
_____ Antimony and compounds	_____ Halomethanes
_____ Arsenic and compounds	_____ Heptachlor and metabolites
_____ Asbestos	_____ Hexachlorobutadiene
_____ Benzene	_____ Hexachlorocyclopentadiene
_____ Benzidine	_____ Hexachlorocyclohexane
_____ Beryllium and compounds	_____ Isophorone
_____ Cadmium and compounds	_____ Lead and compounds
_____ Carbon tetrachloride	_____ Mercury and compounds
_____ Chlordane	_____ Naphthalene
_____ Chlorinated benzenes	_____ Nickel and compounds
_____ Chlorinated ethanes	_____ Nitrobenzene
_____ Chlorinalkyl ethers	_____ Nitrophenols
_____ Chlorinated naphthalene	_____ Nitrosamines
_____ Chlorinated phenols	_____ Pentachlorophenol
_____ Chloroform	_____ Phenol
_____ 2-Chlorophenol	_____ Phthalate esters
_____ Chromium and compounds	_____ Polychlorinated byphenyls (PCB)
_____ Copper and compounds	_____ Polynuclear aromatic hydrocarbons
_____ Cyanides	_____ Selenium and compounds
_____ DDT and metabolites	_____ Silver and compounds
_____ Dichlorobenzenes	_____ 2,3,7,8, - Tetrachlorodibenzo-p-dioxin (TCDD)
_____ Dichloroethylenes	_____ Tetrachloroethylene
_____ Dichlorobenzidine	_____ Thallium and compounds
_____ 2,4-dichlorophenol	_____ Toluene
_____ Dinitrotoluene	_____ Trichloroethylene
_____ Diphenylhydrazine	_____ Vinyl chloride
_____ Endosulfan & metabolites	_____ Zinc and compounds

NOTE: List any other toxicants known or anticipated to be present in the wastewater discharge.

APPENDIX 8

Date

MOULTON NIGUEL WATER DISTRICT
P.O. Box 30203
Laguna Niguel, CA 92607-0203

Re: Project Address and Name
Permit Extension

Dear District Permitting representative:

By this letter we are informing you that construction of the subject project has not begun prior to the one year anniversary of the agreement between _____ and the District, in accordance with the articles of Section 200.22.4 of the DEVELOPMENT REQUIREMENTS.

The project plans have not changed, and we provide a recent copy of the plans for your verification.

or

The plans have changed, as detailed below, and we provide for your review and approval a recent copy of the plans, with the changes delineated.

Sincerely,

Applicant

APPENDIX 9

Date

MOULTON NIGUEL WATER DISTRICT
P.O. Box 30203
Laguna Niguel, CA 92607-0203

RE: Letter Requesting Acceptance of Facilities and Beginning of Warranty Period

Project Address and Name

Dear District permitting representative:

The potable, recycled, and/or wastewater facilities serving the above referenced project have been constructed and are now complete. All construction and administrative punchlist items are complete.

It is requested that the District formally accept these facilities for operation and maintenance, and begin the one year warrantee period.

Please contact us if there are any additional items that need addressing.

Sincerely,

Applicant

APPENDIX 10

Date

Project Address

RE: NOTICE OF ACCEPTANCE – Project Name

Dear Applicant:

The potable, recycled, and wastewater facilities serving the above referenced address have been constructed in accordance with the Plans and Specifications and are now complete.

This letter serves as the Notice of Acceptance of the public facilities located on the public side of the metered services. This Notice transfers and conveys to the Moulton Niguel Water District, a local public agency organized and operating pursuant to Division 13 of the California Water Code, all rights, title and interest in and to all of the public water and wastewater facilities constructed as part of this project.

The warranty period for all accepted facilities begins on the date of this letter, and shall conclude one (1) year from this date; bonds for the improvements must be held through the duration of the warrantee period. If during said one (1) year period the facilities or a portion thereof are found not to be in conformance with any provision of the improvement Plans or District Standard Specifications, or there are any defects in materials or workmanship, it shall be the Applicant's responsibility to pay for all repairs to the facilities required within said one (1) year period. This warranty/guarantee is in addition to any and all other warranties, express or implied, with respect to the facilities.

Sincerely,

MOULTON NIGUEL WATER DISTRICT

Rodney S. Woods, P.E.
Director of Engineering

APPENDIX 11

Date

MOULTON NIGUEL WATER DISTRICT
P.O. Box 30203
Laguna Niguel, CA 92607-0203

**RE: Letter Requesting Release of Bonds
Project Address and Name**

Dear District permitting representative:

The one year warranty period for the potable, recycled, and/or wastewater facilities serving the above referenced project is now complete.

It is requested that the District release surety bonds being held on behalf of this project.

Sincerely,

Applicant

APPENDIX 12

WATER SUPPLY ASSESSMENT APPLICATION
MOULTON NIGUEL WATER DISTRICT

The City of _____ has requested that Moulton Niguel Water District (MNWD) provide a Water Supply Assessment concerning the below-identified project of the undersigned, hereinafter referred to as “Applicant.” In connection with the Water Supply Assessment, Applicant agrees with MNWD as follows:

1. The name of the Project is _____ (the “Project”). Applicant shall provide all information requested by MNWD concerning the Project. Applicant represents that all information provided shall be current and accurate. If Applicant’s Project changes, Applicant shall provide MNWD with corrected information. If Applicant’s Project changes after the issuance of a Water Supply Assessment, Applicant shall be responsible for applying to MNWD for a new Water Supply Assessment if required.
2. Applicant agrees that this application and agreement shall not constitute an application for service from MNWD. Applicant further agrees that the Water Supply Assessment shall not constitute a “will-serve” or in any way entitle Applicant to service or to any right, priority or allocation in any supply, capacity or facility, and that the issuance of the Water Supply Assessment shall not affect MNWD’s obligation to provide service to its existing customers or any potential future customers including Applicant. In order to receive service, Applicant shall be required to file a completed “Application(s) for Service and Agreement with the Moulton Niguel Water District” on MNWD’s forms, together with all fees and charges, Plans and Specifications, bonds, conveyance of necessary easements, and meet all other requirements as specified therein.
3. Applicant agrees to deposit funds upon request, or reimburse MNWD, for the cost of preparation of the Water Supply Assessment. MNWD shall submit an invoice to Applicant for any such cost to be deposited or reimbursed.
4. MNWD and MNWD’s officers, agents, employees and representatives (the “MNWD Indemnities”) shall not be liable for, and Applicant agrees to indemnify, defend (with counsel acceptable to MNWD) and hold the MNWD Indemnities, and each of them, harmless from all loss, liability, causes of action, claims, demands, damage, challenge to the sufficiency of a Water Supply Assessment cost and expense of any kind whatsoever (including reasonable attorneys’ fees and court costs) collectively “Loss,” arising out of, based upon or relating to the issuance of a Water Supply Assessment, including without limitation the active or passive negligence of the MNWD Indemnities, or any of them, or any act for which the MNWD Indemnities, or any of them, may be strictly liable. Payment shall not be a condition precedent to recovery under the foregoing indemnity. This indemnity shall survive and remain binding on Applicant until such time as actions against the MNWD Indemnities, or any of them, on account of any Loss shall have been barred by any applicable statute of limitations.
5. Applicant hereby releases, acquits and discharges the MNWD Indemnities, and each of them, of and from any and all liabilities, claims, causes of action, damages, challenge to the sufficiency of a Water Supply Assessment, losses, costs (including costs of suit and attorneys’ fees and expenses), or demands of whatever nature, character, type or description, whether direct or indirect, now existing, known or unknown, or hereafter becoming known, which Applicant has or asserts, or may hereafter have or assert, against the MNWD Indemnities, or any of them, on account of, growing or arising out of, or related to the issuance of a Water Supply Assessment, including without limitation

the active or passive negligence of the MNWD Indemnities, or any of them, or any act for which the MNWD Indemnities, or any of them, may be strictly liable. The foregoing release shall survive and remain binding on Applicant until such time as actions against the MNWD Indemnities, or any of them, on account of such liabilities, claims, causes of action, damages, losses, costs (including costs of suit and attorneys' fees and expenses), or demands shall have been barred by any applicable state of limitations.

6. IT IS UNDERSTOOD AND AGREED THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE WHICH PROVIDES AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

ARE HEREBY EXPRESSLY WAIVED.

IN WITNESS WHEREOF, Applicant has caused its duly authorized signature to be affixed hereto.

APPLICANT:

Date: _____

By: _____

APPLICANT APPROVED:

MOULTON NIGUEL WATER DISTRICT

By: _____

Date: _____

PART 2

GENERAL CONDITIONS FOR CONSTRUCTION OF POTABLE WATER, RECYCLED WATER, AND WASTEWATER FACILITIES

MOULTON NIGUEL WATER DISTRICT

**26161 Gordon Road
Laguna Hills, CA 92677
(949) 831-2500**

MOULTON NIGUEL WATER DISTRICT

TABLE OF CONTENTS

PART II

GENERAL CONDITIONS FOR CONSTRUCTION

<u>Section</u>	<u>Description</u>
Section 1	Definitions, Terms, and Abbreviations
1-1	Definitions
1-2	Terms
1-3	Abbreviations
Section 2	Scope and Control of Work
2-1	Responsibility for Furnishing Material and Installation
2-2	License and Classification of Contractor, Permits, and Fees
2-3	Plans and Specifications
2-4	Existing Conditions and Examination of Approved Plans
2-5	Obstruction
2-6	Utilities
2-7	Water Pollution Control
2-8	Construction Site Maintenance
2-9	Final Cleanup
Section 3	Quality of Work
3-1	Conformity with Approved Plans and Allowable Deviations
3-2	Manufacturer's Instructions
3-3	Order of Relevance for the Application of Standards
3-4	Supervision and Superintendence
3-5	Quality and Safety of Materials and Equipment
3-6	Protection of Work and Materials
3-7	Inspection Requirements
3-8	Domestic Water, Recycled Water, and/or Wastewater Inspections
3-9	Shutdown of Existing District Facility
3-10	Observation of Work by District
3-11	Suspension of Work
3-12	Removal of Defective and Unauthorized Work
3-13	"As-Built" Drawings
3-14	"As-Built" Survey
3-15	Pressure Test
3-16	Water for Flushing, Testing, and Sterilization
3-17	Chlorination and Bacteriological Testing
3-18	Disposal of Flushing Water
3-19	Raising of Valve Covers and Manhole Lids
3-20	Final Potable Water and Recycled Water Inspection
3-21	Final Wastewater Inspection

Section 4	Construction Progress
4-1	Notification
4-2	Assignment
4-3	Contractor's Construction Schedule and Commencement of Work
4-4	Water for Construction Purposes
4-5	Curbs Installed Before Starting Water Facilities
4-6	Completion of Work for Offsite Construction
Section 5	Legal Relations and Responsibilities
5-1	Observing Laws and Ordinances
5-2	Permits and Licenses
5-3	Unauthorized Appropriation of Water Services
5-4	Inventions, Patents, and Copyrights
5-5	Public Convenience and Safety
5-6	Responsibility for Loss, Damage, or Injuries
5-7	Contractor's Responsibility for the Work
5-8	Preservation of Property
5-9	Safety
5-10	Personal Liability
5-11	Responsibility for Damage
5-12	Accidents
5-13	Indemnity
5-14	Guarantee
5-15	Warranty of Title
5-16	Storage of Equipment and Materials in Public Streets
5-17	Street Closures, Detours, Barricades
5-18	Public Safety
5-19	Property Rights in Materials
5-20	Notice and Service
5-21	Lands and Rights-of-Way
5-22	Waiver of Rights
5-23	Taxes
5-24	Review and Audit of Records of the Work

SECTION 1 - DEFINITIONS, TERMS AND ABBREVIATIONS

1-1 DEFINITIONS

Whenever the following terms occur, the meaning shall be interpreted as follows:

ACCEPTANCE, FINAL ACCEPTANCE - The formal action by the District accepting the dedication of completed facilities.

AGREEMENT - The written agreement executed between the District and the Applicant or Applicant covering the performance of the work. Other Contract Documents are incorporated into the Agreement and are made a part of it.

APPLICANT - An owner, developer, builder, Engineer, or other authorized representative who applies to the District for potable water, recycled water, and wastewater service, as applicable.

APPROVED PLANS – The plans that the Applicant has submitted, and District staff has reviewed and accepted for construction.

CONTRACTOR - The person, firm, or corporation entering into contract with the Applicant for the performance of work required under said contract and the District's ordinances, rules, regulations, and Specifications.

CONTRACT DOCUMENTS, or CONTRACT - The Contract Documents set forth in the Agreement; also any and all supplemental agreements amending or extending the work contemplated. Supplemental agreements are written agreements covering alterations, amendments, or extensions to the contract and include contract change orders.

DAYS - Unless otherwise specified, days shall mean calendar days.

DISTRICT - The Moulton Niguel Water District, its authorized employees, Board of Directors, and agents.

DISTRICT'S REPRESENTATIVE - The person or firm authorized by the District to represent it during the performance of the work by the Contractor, or the District's Representative assistants.

POTABLE (DOMESTIC) WATER - That water which is pure and wholesome, does not endanger the lives or health of human beings, and conforms to the latest edition of the United States Public Health Service Drinking Water Standards, the California Safe Drinking Water Act, or other applicable standards.

IMPROVEMENT DISTRICT (ID) - Subarea of the District formed to set up assessments to pay for bonds sold to construct potable water, recycled water, and wastewater facilities benefitting landowners in that subarea.

INSPECTOR - Any person authorized by the District to perform inspection of the potable water, recycled water, and wastewater facilities prior to construction, during construction, after construction, and during operation.

OFFSITE FACILITIES - Shall mean facilities under the control of the District; including, but not limited to: potable water and recycled water mains, wastewater mains, reservoirs, pumping stations, fire hydrants, manholes, valves, connections, supply interties, treatment facilities, and other appurtenances and property up to the point of connection with the customer's facilities. The offsite facilities will be considered Public facilities.

ONSITE FACILITIES - Shall mean facilities under the control of the Applicant, owner or customer; including, but not limited to, residential, commercial, and industrial building potable water, recycled water and wastewater systems. For potable water and recycled water, the onsite facilities shall be those downstream of the service connection, which shall normally be the downstream end of the meter tailpiece. For wastewater, the onsite facilities shall be those facilities upstream from the wastewater service lateral connection to the wastewater main. For fire protection services the private facilities begin at the first vertical angle point daylighting to the backflow device on the service line.

PLANS, DRAWINGS - The Plans (drawings), or reproduction thereof, which show the location, character, dimensions, and details of the work to be done.

SHOP DRAWINGS - The drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data which are prepared by the Contractor or any Subcontractor, manufacturer, supplier or distributor and which is illustrative of some portion of the work.

SPECIAL PROVISIONS - Additions, deletions, and changes to the General Conditions and Standard Specifications.

SPECIFICATIONS - The directions, provisions, and requirements contained in the General Conditions and Standard Specifications as supplemented by the Special Conditions and the Technical Specifications.

STANDARD DRAWINGS, STANDARD PLANS - That portion of the Plans identified or referenced as such.

STANDARD SPECIFICATIONS - The Documents identified or referenced as such.

STATE SPECIFICATIONS - Standard Specifications of State of California Business & Transportation Agency, Department of Transportation (Caltrans)

SUBCONTRACTOR - An Individual, partnership, corporation, joint venture, or other combination thereof who has a contract with the Contractor to perform any of the work at the site. Subcontractor also means an individual, partnership, corporation, joint venture, or other combination thereof who has a contract with another Subcontractor to perform any of the work at the site.

TECHNICAL SPECIFICATIONS - The documents identified as such (also may be referred to as Specifications).

UTILITY - Public or private fixed works for the transportation of fluids, gases, power, signals, or communications.

WORK - Any and all obligations, duties, and responsibilities necessary to complete the construction assigned to, or undertaken by, the Contractor. Also, the completed construction or parts thereof required to be provided under the Approved Plans, including all materials, equipment, and supplies incorporated or to be incorporated in the construction.

1-2 TERMS

Wherever the terms “required,” “permitted,” “ordered,” “designated,” “prescribed,” or terms of like import are used, it shall be understood that the requirements, permission, order, designation, or prescription of the

District's Representative is intended. Similarly the terms "acceptable," "satisfactory," "or equal," or terms of like import shall mean acceptable to or satisfactory to the District's Representative, unless otherwise expressly stated. The word "provide" shall be understood to mean furnish and install.

1-3 ABBREVIATIONS

Wherever the following abbreviations are used, they shall have the meanings indicated:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AI	The Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron & Steel Institute
ANSI	American National Standards Institute (formerly USASI, USAS, ASA)
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ASA	American Standards Association (Now ANSI)
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
Cal/OSHA	California Occupational Safety & Health Agency
Caltrans	State of California, Business & Transportation Agency, Department of Transportation
CDPH	California Department of Public Health
CPEM	Clay Pipe Engineering Manual
CRSI	Concrete Reinforcing Steel Institute
IEEE	Institute of Electrical and Electronics Engineers
NBFU	National Board of Fire Underwriters
NEMA	National Electrical Manufacturers Association
NSF	National Sanitation Foundation
PCA	Portland Cement Association
PFRD	County of Orange, Public Facilities & Resources Department
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction
UBC	Uniform Building Code, Pacific Coast Building Officials Conference of the International Conference of Building Officials
U/L or UL	Underwriters' Laboratories, Inc.
USASI or	United States of America Standards Institute
USAS	(Now ANSI)

END OF SECTION

SECTION 2 - SCOPE AND CONTROL OF WORK

2-1 RESPONSIBILITY FOR FURNISHING MATERIAL AND INSTALLATION

It will be the responsibility of the Applicant to furnish all transportation, materials, labor, tools, equipment, services, permits, utilities and all other items which are necessary or appurtenant to construct and complete the work. These items shall be in accordance with the Approved Plans and Specifications. All references to the Contractor shall mean the Contractor employed by the Applicant. Any obligation of the Contractor shall also bind and be enforceable against the Applicant.

2-2 LICENSE AND CLASSIFICATION OF CONTRACTOR, PERMITS, AND FEES

No work may be performed by a Contractor who is not licensed to conduct business in the State of California and licensed to perform the class of work depicted in the Approved Plans. The classification of the Contractor's license which a Contractor shall possess is a Class A or C-34 license.

The Contractor or Applicant shall obtain all permits, pay all fees, obtain business licenses, and give all necessary notices required for the construction of the work, unless otherwise directed by the District.

2-3 PLANS AND SPECIFICATIONS

A. General. The Contractor shall keep at the worksite a copy of the approved Plans and Specifications to which the District shall have access at all times.

B. Shop Drawings. For all materials to be installed and dedicated to the District, Shop Drawings shall be prepared in accordance with current modern engineering practice at the Contractor's (or Applicant's) expense. Drawings shall be of a size and scale to show clearly all necessary details. Shop Drawings shall be transmitted by letter to the District for review at least 30 days before planned commencement of the work. Submittals shall clearly identify the project title and project address. Materials shall not be furnished or fabricated, nor shall any work be done for which drawings are required, before review of the drawings is completed and approved by the District. A preconstruction meeting cannot be scheduled until Shop Drawings are approved.

2-4 EXISTING CONDITIONS AND EXAMINATION OF APPROVED PLANS

The Applicant represents that it has carefully examined the Approved Plans and the site where the work is to be performed. Additionally, the Applicant represents that it has familiarized itself with all local conditions and Federal, State, and local laws, ordinances, rules, and regulations that may affect in any manner the performance of the work. The Applicant further represents that it has studied all surveys and investigation reports about subsurface and latent physical conditions pertaining to the jobsite. The Applicant has performed such additional surveys and investigations as it deem necessary to complete the work and that it has correlated the results of all such data with the requirements of the Approved Plans. The Applicant has investigated and is satisfied as to the conditions to be encountered, including locality, uncertainty of weather, and all other contingencies as to the character, quality, quantities, and scope of the work.

2-5 OBSTRUCTIONS

In order to accommodate the work, the Contractor shall remove and dispose of all structures, debris, or other obstructions of any character necessary. Where obstructions consist of improvements not required by law to be removed by the District, all such improvements shall be either removed, maintained, or permanently replaced by the Contractor at its expense.

2-6 UTILITIES

A. Location

The Applicant shall be responsible for searching utility records and indicating the location of utilities on the Plans during the discovery/planning phase of the project. The Contractor shall make its own investigations. This includes exploratory excavations to determine the locations and type of existing service laterals or appurtenances. When their presence can be inferred from other visible facilities, such as buildings, meter boxes, and junction boxes on or adjacent to the site of the work.

The Contractor shall request all utility owners to mark or otherwise indicate the location of their substructures, by calling Underground Service Alert (USA) at least two working days before beginning the work. It shall be the Contractor's responsibility to determine the true location and depth of all utilities and service connections. The Contractor shall also be familiar with the type, material, age, and condition of any utility that may be affected by the work. Any conflicts not identified during discovery/planning phase which conflict with the District's facilities will require the Applicant to resubmit Plans as a Delta set for review and acceptance, and will require that the changes meet District "Development Requirements" and "Standard Specifications".

For the purpose of maintaining and making repairs to the property, Governmental agencies and owners of utilities reserve the right to enter at any time any street, alley, right-of-way, or easement.

B. Protection

The Contractor shall not interrupt the service function or disturb the supporting base of any utility without authority from the utility owner and the written consent of the District.

Where protection is required to ensure proper support of utilities, the Contractor shall furnish and place the necessary protection at its expense. When utility alignments cross, the Contractor shall maintain a minimum of one (1) foot vertical clearance between District facilities and other utilities.

The Contractor shall immediately notify the District and the utility owner if it disturbs, disconnects, or damages any utility. In the event of necessary repair work on a District facility, the District has the right to hire another Contractor to do the repair work. The project Contractor (or Applicant) will be responsible for the cost of the repair.

C. Use of District Wastewater Facilities

The District has regulations on the types of wastes that are allowed to be discharged into its wastewater facilities in order to protect the facilities of the District and its operations to meet its discharge requirements. The section on the use of District wastewater facilities in the District's Rules and Regulations, Section 5.A.3, sets forth these requirements. These provisions establish conditions under which certain users are required to obtain permits for use of District wastewater facilities. Applicants whose wastewater discharges qualify them for a permit

shall not be allowed to connect the building sewer to the District wastewater lateral or main until a written Approval Letter is provided by the District allowing the hookup. All users must comply with the discharge prohibitions established in the District's Rules and Regulations. A SOCWA Wastewater Discharge Permit, Non-Industrial Wastewater Discharge Form, or Special Wastewater Discharge Permit may be required, at the discretion of Permitting staff.

2-7 WATER POLLUTION CONTROL

The Contractor shall exercise every reasonable precaution to protect channels, storm drains, and bodies of water from pollution and shall conduct and schedule its operations so as to minimize or avoid muddying and silting of said channels, drains, and waters. Water pollution control work shall consist of constructing those facilities which may be required to provide prevention, control, and abatement of water pollution.

The State Water Resources Control Board (SWRCB) adopted Order No. 2009-0009-DWQ on September 2, 2009. Under this Order, a new Construction General Permit (CGP) became effective July 1, 2010. This permit regulates storm water runoff from construction sites under one permit to reduce the administrative burden associated with permitting individual storm water discharges. In addition to the CGP, the San Diego California Regional Water Quality Control Board (SDCRWQCB) issued a Waste Discharge Requirements for Discharges of Runoff from Municipal Separate Storm Sewer Systems (MS4) Order NO. R9-2009-0002, also known as the MS4 Permit. Based on these permits, the Contractor shall adhere to the non-storm water and storm water discharge requirements of the City in which the work is being performed in.

The Contractor shall comply with the requirements of the governing city of jurisdiction. The Contractor may be required to prepare a Standard Storm Water Mitigation Plan (SSMP) to address water quality concerns of the governing city, requiring review and approval by the City prior to issuance of a city encroachment permit. As a minimum, the Contractor shall comply with the following:

- a. Sediments from areas disturbed by construction shall be retained on site using an effective combination of erosion and sediment controls to the maximum extent practicable.
- b. All sediment and construction debris which is tracked or deposited onto public right-of-way (sidewalks, gutters, pavement, etc) shall be removed on a daily basis by sweeping or vacuuming and disposed of properly. Sediment and construction debris shall not be washed into the storm-drain system, including the gutter and storm-drain inlets.
- c. Sand bags, gravel bags or other effective filter or trap-type barriers shall be used where appropriate to intercept and slow the flow of runoff from the construction site and to trap sediment before it enters the storm drain system, including gutters and inlets. All on-site storm drain inlets shall be protected and off-site inlets shall be protected in areas where construction activity tracks sediment on paved areas or where inlets receive runoff from disturbed areas.
- d. Hazardous-material waste, including but not limited to petroleum products, roofing tar, paints, solvents, stains, acids, wood preservatives, septic wastes, and asphalt products shall not be allowed to enter the storm-drain system or watercourse and shall be properly transported, used, stored and disposed as required by federal and state law. Paint brushes and equipment for water- and oil-based paints shall be cleaned within a contained area and shall not be allowed to contaminate site soil, watercourses, or storm drain systems. Water-based paints shall be rinsed into the sanitary sewer system; and thinners, solvents, excess oil-based paints and sludge shall be disposed as hazardous waste.
- e. Cementaceous products such as concrete, mortar or stucco from concrete trucks, portable mixers and miscellaneous containers shall not be washed-out into the storm drain system or watercourses. Designated washout areas shall be located at least 50 feet from concentrated flows of storm water,

watercourses and storm drain inlets, and runoff from washout-areas shall be contained by to capture the liquid and solid waste materials.

- f. Saw-cut cement concrete and asphalt concrete slurry shall not be allowed to enter the storm drain system or water courses. Residue from grinding operations shall be picked up through means of a vacuum attachment to the grinding machine and not allowed to flow across the pavement or be left on the surface of the pavement.

2-8 CONSTRUCTION SITE MAINTENANCE

The Contractor shall exercise appropriate measures whenever and as often as required to prevent its operations from producing dust and dirt that will cause a traffic hazard or nuisance to persons living nearby or occupying buildings in the vicinity of the work. Contractor shall have a functional street sweeper available at all times during the construction work hours when work is being performed in the City streets. The Contractor shall clean the streets at the end of each work day and at any time requested by the District and/or City Inspector. If the Contractor fails to clean/sweep the street to the satisfaction of the jurisdictional agency and/or the District, the Contractor will be required to shut down its construction activities until the work is successfully completed. Water drained from the pipelines and water used for flushing during cleaning operations shall be piped or conveyed into local sewage facilities. All costs for draining existing lines and disposing of or reutilizing the water shall be borne by the Contractor (or Applicant).

A. Dewatering and Clean Water Act

The Contractor will be required to comply with the requirements for the Clean Water Act which is enforced by the Regional Water Quality Control Board through the City. This act prohibits certain discharges to the storm water drainage system. Any discharge, which is not comprised entirely of storm water or which contains any pollutant, shall not be discharged to the storm water drainage system or to any upstream flow which is tributary to the storm water drainage system. Only clean potable water can be dumped onto the street or into the gutter. Any work that creates a slurry of asphalt or cement, such as saw cutting, must be picked up and disposed of other than in the street or gutter. The Contractor will be required to collect the corresponding water and either convey it into local sewage facilities, pick it up by a vacuum, or place sand bags at the catch basins and desilt/filter the runoff until it meets the Clean Water Act requirements.

B. Noise

The work shall be carried on as quietly as possible and in accordance with noise ordinances and permit requirements. All construction vehicles or equipment, fixed or mobile, operated within 1,000 feet of a dwelling shall be equipped with properly operating and maintained mufflers.

Stockpiling and/or vehicle staging areas shall be located as far as practicable from dwellings.

2-9 FINAL CLEANUP

Upon completion and before making application for Acceptance of the Work, the Contractor shall clean all rights-of-way, streets, borrow pits, and all other grounds occupied in connection with the work. This shall include all rubbish, excess materials, temporary structures, Dig-Alert marks, and equipment. All parts of the work and grounds occupied shall be left in a neat and presentable condition.

END OF SECTION

SECTION 3 - QUALITY OF THE WORK

3-1 CONFORMITY WITH APPROVED PLANS AND ALLOWABLE DEVIATIONS

The work shall conform to the lines, grades, dimensions, tolerances, and material and equipment requirements shown on the Approved Plans or set forth in the Specifications. Although measurement, sampling, and testing may be considered evidence as to such conformity, the District shall be the sole judge as to whether the work or materials deviate from the Approved Plans and Specifications, and the District's decision as to any allowable deviations therefrom shall be final.

3-2 MANUFACTURER'S INSTRUCTIONS

All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise specifically called for in the Approved Plans.

3-3 ORDER OF RELEVANCE FOR THE APPLICATION OF STANDARDS

The general order of relevance for the application of standards in Improvement Plan development and construction shall be as follows:

The permit requirements of governing agencies, special details, Improvement Plans, special conditions, District standard drawings, technical Specifications, general conditions, American Water Works Association Standards, the Standard Specifications for Public Works Construction, and the Caltrans Manual.

In the case of conflict between the above standards, the more stringent standard shall generally apply with consideration to the order of relevance.

Dimensions depicted in drawings shall govern. Where work is not dimensioned, it shall be installed as directed. Full-size details shall take precedence over scale drawings for construction. Should any discrepancy or apparent difference occur between Plans and Specifications, or should errors occur in projects being constructed by others affecting the work, and the Contractor chooses to proceed with the work affected without instruction from the District, the Contractor shall be fully responsible for any resultant damage or defect.

A. Permit Requirements

The permit requirements, as approved by the agency having jurisdiction, will take precedence over the below listed details and standards with regard to the construction of facilities.

B. Special Details

The special details, as approved by the signature of the principal Engineer, will take precedence over the below listed details and standards with regard to the construction of facilities.

C. Improvement Plans

The Plans, as approved by the signature of the principal Engineer, will take precedence over the below listed details and standards with regard to the construction of facilities.

D. Special Conditions

The special conditions, for the specific project and incorporated into the project Approved Plans, will take precedence over the below listed standards with regard to the construction of facilities.

E. District Standard Drawings

Districts' standard drawings will take precedence over the below listed details and standards with regard to the construction of facilities.

F. District Standard Specifications

Districts' Standard Specifications, detailed below, will take precedence over the below listed standards with regard to the construction of facilities.

The "Standard Specifications for the Construction of Potable Water, Recycled Water, and Wastewater Facilities are incorporated herein by this reference. Copies may be obtained through the website at mnwd.com.

G. Technical Specifications

The technical Specifications, of the District's "Standard Specifications of the Construction of Potable Water, Recycled Water and Wastewater Facilities," will take precedence over the below listed standards with regard to the construction of facilities. Copies may be obtained through the website at mnwd.com.

H. District Development Requirements

Districts' Development Requirements, detailed below, will take precedence over the below listed standards with regard to the construction of facilities.

The "Development Requirements for Establishing and Modifying Potable Water, Recycled Water, and Wastewater Service with the Moulton Niguel Water District" are incorporated herein by this reference. Copies may be obtained through the website at mnwd.com.

I. American Water Works Association Standards

The American Water Works Association Standards as referenced by the District's details, standards and Specifications, will take precedence over the below listed standards with regard to the construction of water and recycled water facilities.

J. Standard Specifications for Public Works Construction

The Standard Specifications for Public Works Construction as referenced by the District's details, standards and Specifications, will take precedence over other standards with regard to the construction of facilities.

The "Standard Specifications for Public Works Construction," (Green Book), are incorporated herein by this reference. Copies may be purchased from Building News, Inc., 3055 Overland Avenue, Los Angeles, California 90034.

K. The Caltrans Manual

The Caltrans Manual, as referenced by the District's details, standards and Specifications, will take precedence over other standards with regard to the construction of facilities.

The "Standard Specifications," Caltrans, are incorporated herein by this reference, copies of which may be purchased from the State of California, Department of Transportation, Central Publications Distribution Unit, P.O. Box 1015, North Highlands, California 95660.

3-4 SUPERVISION AND SUPERINTENDENCE

The Contractor shall supervise and direct the work competently and efficiently, applying such skills and expertise as may be necessary to perform the work in accordance with the Approved Plans. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor shall be responsible to see that the completed work complies with the Approved Plans.

The Contractor shall designate and keep on the worksite at all times during its progress a competent superintendent or foreman, who shall not be replaced without written notice to the District's Representative. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. During periods when the work is suspended, the Contractor shall make appropriate arrangements for any emergency work which may be required.

Whenever the superintendent is not present, the District's Representative may inform the foremen or other worker-in-charge on material rejection, plan interpretation, or any other project issue relating to work performed. Information so given shall be as binding as if given to the superintendent.

3-5 QUALITY AND SAFETY OF MATERIALS AND EQUIPMENT

All equipment, materials, and supplies to be incorporated into the work shall be new, high grade, and free from defects, unless otherwise specified. All equipment, materials, and supplies shall be produced in a good and workmanlike manner. When the quality of a material, process, or article is not specifically set forth in the Plans and Specifications, the best available quality of the material, process, or article shall be provided.

Without additional charge to the District, all materials, equipment, and supplies provided shall fully conform with all applicable State and Federal safety laws, rules, regulations, and orders.

Inspection of the work shall not relieve the Contractor of any obligations to complete the work as prescribed by the District's "Development Requirements" and "Standard Specifications". Any known defective work shall be corrected before testing or final inspection will be permitted. Unsuitable materials may be rejected, even though they may have been previously overlooked during Shop Drawing submittal review or overlooked by the Inspector.

3-6 PROTECTION OF WORK AND MATERIALS

The Contractor shall provide and maintain storage facilities and employ such measures as will preserve the specified quality and fitness of materials to be used in the work. Stored materials shall be reasonably accessible for inspection. The Contractor shall also adequately protect new and existing work and all items of equipment for the duration of the project.

3-7 INSPECTION REQUIREMENTS

Unless otherwise specified, inspection is required at the jobsite for such typical materials and fabricated items as pipe, valves, fittings, service materials, structural concrete, welding, and protective coating application.

Before incorporation in the work, the Contractor shall submit samples of materials and deliver the samples for testing at the place and the designated time as required by the District. This shall be at the expense of the Contractor. Unless otherwise provided, all initial testing and a reasonable amount of retesting shall be performed under the direction of the District. The testing expense shall be borne by the Applicant.

3-8 DOMESTIC WATER, RECYCLED WATER, AND/OR WASTEWATER INSPECTIONS

The Contractor shall not proceed with any subsequent phase of work until the previous phase has been inspected and accepted by the District. Inspection shall be made at the following intervals of work:

A. Domestic and Recycled Water System

1. Delivery of materials to job site
2. Survey/Staking Control established for Alignment and Elevation; pipeline cuts to flow line at a maximum of 25-foot stationing showing all horizontal and vertical grades breaks, tees, and valves, fire hydrant, blow-offs, air vacs, services, and all other appurtenances indicated on the Plans.
3. Trench excavation and bedding
4. Placing of pipe, fittings, and structures, including warning tape placement. Prior to backfill, the Engineer shall certify line and grade of the pipeline and all the appurtenances and provide the District Inspector with a copy of the certification.
5. Pouring all concrete anchors and thrust blocks
6. Placing and compacting the pipe zone back fill
7. Backfilling balance of trench to grade. Compaction tests are to be performed by governing agency road departments in public right-of-way or by private soils consultant retained by the Applicant and acceptable to the District in private streets and easements. Copies of test results shall be given to the District, and the governing agency, by the Applicant for approval before final acceptance of the work. Backfilling and repaving shall be in accordance with the requirements of the city having jurisdiction.
8. Pressure testing all mains and services
9. Disinfecting and flushing

10. Bacteriological/Health samples (3rd Party Independent Tester)
11. Repaving trench cuts
12. Raising valve box covers to finish grade and paint to District standards
13. Fire hydrants painted and pads poured
14. Installation of service lines, appurtenances meter boxes, and customer service valves
15. Connection to the existing system

B. Wastewater Inspections

1. Delivery of materials to job site
2. Survey/Staking Control established for Alignment and Elevation; pipeline cuts to flow line at a maximum of 25-foot stationing showing all horizontal and vertical grades breaks, tees, and valves, fire hydrant, blow-offs, air vacs, services, and all other appurtenances indicated on the Plans.
3. Trench excavation and bedding
4. Placing of pipe, fittings, and structures, including warning tape placement. Prior to backfill, the Engineer shall certify line and grade of the pipeline and all the appurtenances and provide the District Inspector with a copy of the certification.
5. Placing and compacting of the pipe zone backfill
6. Backfilling of the balance of the trench to grade. Compaction tests to be taken by the city and/or county road departments in public right-of-way and by private soils consultant retained by the Applicant and acceptable to the District in private streets and easements. Copies of test results shall be given to the District by the Applicant for approval before final acceptance of the work.
7. Testing after backfill compaction of all utilities is approved by the city and/or county road departments and must be obtained before paving.
8. Mandrel test (3rd Party Independent Tester)
9. Air Test

3-9 SHUTDOWN OF EXISTING DISTRICT FACILITY

Water lines, sewer lines, fire lines, recycled-water lines and all services shall be maintained in active uninterrupted service during the course of the project. All interruptions in service shall conform to Section 01045, Existing Facilities, of the District's Standard Specifications.

In cases of necessary shutdown of existing facilities for the purposes of connecting to and testing of the newly installed facilities, the Contractor shall request a schedule for shutdown from the District.

To request a schedule for shutdown, the Contractor shall request in writing, a minimum of two (2) weeks

prior to temporary shutdown of the facilities, the locations, dates, times and anticipated duration of each shutdown. The written request will be submitted to the District's field representative.

District personnel will operate all existing valves and in no event will the Contractor be allowed to operate District owned facilities or to shut down water mains without the prior written approval of the District and in the presence of District personnel.

3-10 OBSERVATION OF WORK BY DISTRICT

The District shall at all times have access to the work during construction and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the work. No pipe, fittings, or other materials shall be installed or backfilled, and must remain open and uncovered, until inspected and accepted by the District or its representative.

Whenever the Contractor varies the normal period during which any portion of the work carried out, the Contractor shall give timely notice to the District so that the District may, if it wishes, be present to observe the work in progress. If the Contractor fails to give such timely notice, any work done in the absence of the District's Representative will be subject to rejection. Inspection conducted during non-business hours shall require additional compensation to the District, incurred at the fully-burdened overtime rate.

The Contractor shall give timely notice to the District in advance of backfilling or otherwise covering any part of the work so that the District may, if it wishes, observe such part of the work before it is concealed.

The observation of the work, by the District shall not relieve the Contractor of any of their obligations to complete the work as prescribed in the Approved Plans. Defective work shall be corrected, and materials, and equipment furnished and work performed which is not in accordance with the Approved Plans may be rejected notwithstanding the fact that such materials, equipment, and work have been previously observed by the District's Representative or that payment has been included in an estimate for payment.

3-11 SUSPENSION OF WORK

The District shall have the authority to suspend the work wholly or in part for such time as it may deem necessary if the Contractor fails to carry out orders given by the District's Inspector. The Contractor shall immediately comply with a written order of the District to suspend the work wholly or in part. The work shall be resumed when methods or defective work are corrected as ordered and accepted in writing by the District.

3-12 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

Any work which does not conform to the requirements of the Approved Plans shall be remedied or removed and replaced by the Contractor, together with any other work which may be displaced in so doing. No compensation will be allowed for such removal, replacement, or remedial work. All nonconforming materials shall be immediately removed from the site.

Any work done beyond the lines and grades shown on the Plans or established by the District's Representative or any changes in, additions to, or deductions from the work done without written authority will be considered as unauthorized and will not be subject to reimbursement. Such work may be ordered

to be remedied, removed, or replaced by the Contractor.

Upon failure on the part of the Contractor to comply promptly with any order of the District's Representative made under the conditions of this Section, the District's Representative shall have authority to cause nonconforming materials, rejected work, or unauthorized work to be remedied, removed, or replaced at the Contractor's (or Applicant's) expense.

3-13 "AS-BUILT" DRAWINGS

A. General Requirements

1. Make the "as-built" drawings available for review by District Inspector in the Contractor's field office.
2. Maintain "as-built" drawings on an up-to-date basis with all entries reviewed by District Inspector. Record all pertinent information and dimensioning to the drawings at the completion of each increment of work.
3. Protect the "as-built" set from damage or loss.
4. Marked up "as-built" set must be delivered to the District Inspector prior to any consideration being given for acceptance of the work.

B. Detailed Requirements

1. Mark on the drawings all changes in the work which occur during construction, including added accepted changes.
2. Show locations by key dimensions, depths, elevations of all underground lines, conduit runs, sensor lines, valves, capped ends, fittings, pull boxes, etc.
3. Mark location and stationing of all services and points of connection.
4. Record information on maintenance access and/or concealed work.
5. Make a record of finalized hydraulic and electrical equipment control settings in the tables and spaces provided on the drawings.

3-14 "AS-BUILT" SURVEY

An "as-built" survey of the completed water line and appurtenances shall be made by the Applicant's Engineer prior to placement of final paving. Markers or monuments shall be set during the placement of backfill so that all connection points, horizontal and vertical angle points, utility crossings, service connections and any other features and/or appurtenances designated by the Engineer may be located. The Contractor shall submit to the Engineer for review, prior to the start of construction of the project, a program for installing the markers or monuments and shall comply with any recommendations of the Engineer to modify such a program. It shall be the responsibility of the Contractor to re-establish any lost markers or monuments.

3-15 PRESSURE TEST

A pressure test of the newly constructed domestic and recycled water lines shall be conducted as detailed in Section 15042 – Hydrostatic Testing of Pressure Pipelines, of the Technical Specifications of the Standard Specifications for Construction of Potable Water, Recycled Water, and Wastewater Facilities.

3-16 WATER FOR FLUSHING, TESTING, AND STERILIZATION

Domestic water for flushing, testing and sterilization of the completed pipelines or sections thereof will be available from the District at the point, or points, of connection with the existing domestic water mains.

The Applicant shall make all arrangements for this water with the District, which shall designate the exact location of the outlet or outlets and the time periods these connections may be used.

If, due to construction problems or for any other reason, the Applicant desires to use water from some other source for testing, flushing, or chlorination, it shall be the responsibility of the Applicant to obtain the source of water, which water shall be tested and approved by the County Health Department prior to the use thereof. All expenses for obtaining and using another source of water shall be paid by the Applicant.

Flushing operations shall be conducted with a residual line pressure not less than 30 psi and a District representative must be present. Adequate connections to conduct the flushing, testing and sterilization operations shall be furnished by the Contractor and reviewed by the District, at no added cost to the District, and the Applicant shall pay for any and all costs for flushing, testing, and sterilization.

3-17 CHLORINATION AND BACTERIOLOGICAL TESTING

After a passing pressure test, the domestic water lines shall be chlorinated and tested for bacteria as detailed in Section 15041 – Chlorination of Potable Water Mains and Services for Disinfection.

3-18 DISPOSAL OF FLUSHING WATER

The Contractor will be required to flush the proposed pipes with water to remove dirt and debris as required by the project specifications. The Contractor will be required to discharge this water into a sanitary sewer system and will not be allowed to discharge it in an existing storm drain facility or to a natural drainage channel. The Contractor will need to coordinate this disposal with the District in order to schedule the flushing as well as confirm that the sewer system has adequate capacity to handle the flushing rate. All costs for the disposal of the flushing water shall be borne by the Contractor.

3-19 RAISING OF VALVE COVERS AND MANHOLE LIDS

For paved areas in the Applicant's development, the District will raise all valves and manholes for District constructed facilities to the first lift of pavement. For succeeding pavement lifts, it shall be the responsibility of the Applicant to raise to grade all valves and manholes after each lift of pavement.

Applicant is required to raise all valves and manholes constructed by Applicant after each pavement lift, within 7 calendar days of paving.

3-20 FINAL POTABLE WATER AND RECYCLED WATER INSPECTION

Before final acceptance, the District's Inspector will make a final inspection of all work, accompanied by the Contractor's superintendent or representative, to verify that:

- A. All phases of the work are complete in accordance with the approved Plans and Specifications
- B. All valve boxes are raised to finish grade and that all repairs are completed
- C. All valves are referenced and the Inspector has been given all reference measurements. Valves shall be located by a 2-inch "V" chiseled in the adjacent curb face
- D. All right-angle meter stops, and the meters, are properly positioned perpendicular to the road and all meter boxes are positioned and raised to proper grade
- E. Fire hydrants are raised to proper grade, are in a vertical position, painted; and its concrete pad is poured
- F. Backfill has passed all compaction testing
- G. All system valves are turned and left open (except those specifically required to be normally closed), turns required for complete open/close cycle are recorded on the record drawings
- H. Domestic water lines have been chlorinated
- I. Water line pressure testing and flushing have been completed
- J. The job site is clean and cleared of all the Contractor's equipment and materials
- K. All service lateral locations have been marked on curbs
- L. Certified test results have been provided for all backflow prevention devices
- M. As-Built information from the Contractor submitted to the District, in support of the creation of Record Drawings per Section 3-13 above.

3-21 FINAL WASTEWATER INSPECTION

Before final acceptance, the District may require balling, water to be flowed through the wastewater facilities, and the wastewater mains inspected with a CCTV camera. The District, accompanied by the Contractor's foreman or superintendent, will make a final inspection of all work to check the following items:

- A. That all bulkheads and plugs have been removed
- B. The concrete base and channels in manholes are smooth

- C. That manhole interiors are clean of all debris and excess concrete mortar
- D. That all manhole concrete grade rings are adequately grouted and properly set
- E. That pavement around manhole cover has been properly applied to correct grade
- F. That proper field tests have been made on all wastewater main sections and manholes, particularly where sections of manholes had to be repaired
- G. That backfill has passed all compaction requirements
- H. That lateral locations have been mark with a "S" on curb
- I. As-Built information from the Contractor submitted to the District, in support of the creation of Record Drawings per Section 3-13 above.

END OF SECTION

SECTION 4 - CONSTRUCTION PROGRESS

4-1 NOTIFICATION

After plan approval has been received, a meeting must be set up with District permitting, inspections, the Applicant, Contractor, and Applicant's Engineer to go over expectations for the project, and required submittals during the project as well as at project closure.

Shop Drawings shall be submitted for all materials to be dedicated to the District per Section 2-3.B, for compliance with the approved Plans and Specifications. Allow 30 days for Shop Drawing review and acceptance. A preconstruction meeting cannot be scheduled until Shop Drawings are approved.

Notice shall be given to the District Inspector at least 5 days before scheduling a preconstruction meeting or starting construction. Signed utility Plans must be delivered to the Inspector at least three working days before the Contractor will be allowed to start construction. The City or County Inspector shall be notified prior to work within public right-of-way.

4-2 ASSIGNMENT

The performance of the work shall not be transferred, except upon the written consent of the District. Consent will not be given to any proposed assignment which would relieve the Applicant or its surety of their responsibilities, nor will the District consent to any assignment of a part of the work.

4-3 CONTRACTOR'S CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK

Prior to start of any work, the Applicant shall submit a proposed construction schedule to the District for approval. Construction of water facilities will not commence until survey control or finished surface has been established. The construction progress schedule shall serve as an index of progress as contemplated by the Contractor. In the event the actual construction progress varies substantially from the scheduled progress, the District will require and the Contractor shall be required, within 10 Days, to provide a revised construction progress schedule, giving in detail the particular changes in production as estimated by the Contractor to complete the work. Time is of the essence in this regard.

A preconstruction conference is to be held no later than 5 days before starting construction, at which will the Applicant's contractor's working foremen and/or job superintendent, the Applicant's Engineer, and the District Inspector shall be present. The purpose of this meeting will be to answer any questions on District specification requirements, to obtain the Contractor's construction schedule, and to discuss any known circumstances that might affect job installation. Inspector will verify that all permits have been obtained, and check the Contractor's license. Evidence of applicable District-signed Plans shall be produced at the meeting by the Applicant's Contractor.

Without relieving the Applicant of responsibilities outlined elsewhere in the Specifications, the preconstruction meeting will cover, but will not be limited to, the following items:

1. Phasing of work
2. Working hours
3. Operation manuals

4. Manufacturer's Specifications
5. Isolation Plans
6. Bypass Plans
7. Pressure test results
8. Bacterial test results
9. Record Drawings

If the Contractor desires to make a major change in the method of operations after commencing construction or if the schedule fails to reflect the actual progress, the Contractor shall submit to the District a revised construction schedule before beginning revised operations.

4-4 WATER FOR CONSTRUCTION PURPOSES

The Contractor will be furnished construction water at a connection point designated by the District after payment of fees. Recycled water shall be used for all backfill, compaction, and construction water purposes. Potable water for construction purposes may be used once on-site services have been established, except for grading, backfill, compaction, and dust control. The water shall be taken through a metered delivery and a 2-1/2" outlet. Applicant shall pay all costs related thereto, including (but not limited to) District's standard deposit for temporary meter and actual costs of water used, pumping costs, loading, hauling and the use thereof. The Applicant shall make all arrangements for transporting the water to the construction site. The Contractor shall meet all Recycled Water Rules and Regulations. All District water used on-site shall be properly metered with a meter obtained from the District. The use of jumpers is not allowed.

4-5 CURBS INSTALLED BEFORE STARTING WATER FACILITIES

It is a basic requirement of the District that the curbs be installed in tracts prior to starting the installation of water facilities. They act as positive grade control for setting services and fire hydrants.

4-6 COMPLETION OF WORK FOR OFFSITE CONSTRUCTION

To minimize public inconvenience and possible hazard, the Contractor shall diligently install the work to completion; therefore, restoring streets and other work areas to their original condition and former state of usefulness as soon as practicable.

As soon as possible under the conditions of these Specifications, the Contractor shall backfill all excavations and restore to usefulness all improvements existing before the start of the work.

END OF SECTION

SECTION 5 - LEGAL RELATIONS AND RESPONSIBILITIES

5-1 OBSERVING LAWS AND ORDINANCES

The Applicant and Contractor shall keep themselves fully informed of all existing and future laws, ordinances, and regulations which in any manner affect those engaged or employed in the work or the materials used in the work or which in any way affect the conduct of the work.

The Applicant and Contractor shall at all times observe and comply with and shall cause all their respective agents, employees, Subcontractors, and suppliers to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees, and shall hold harmless, indemnify, and defend the District and its directors, officers, employees, and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, by the Applicant, Contractor, their employees, agents, Subcontractors, or suppliers.

5-2 PERMITS AND LICENSES

The Applicant shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful completion of the work, unless otherwise directed by the District.

5-3 UNAUTHORIZED APPROPRIATION OF WATER SERVICES

Unauthorized appropriation of water services is a violation of State law, which includes both criminal penalties and a civil action and remedies. This includes water theft or unmetered use of water.

As a primary consideration, California Penal Code section 484 defines the crime of theft, which is punishable as a misdemeanor. Penal Code section 487 defines the crime of grand theft – the theft of anything of value over \$400 – which is a felony. (*See* Cal. Penal Code § 489.) Furthermore, Penal Code section 498 specifically outlaws the theft of utility services, including water services provided by the District. Each violation of Penal Code section 498 is punishable as a misdemeanor. Nothing in Penal Code section 498 prohibits the accumulation of other charges under other provisions of the Penal Code. (*See* Cal. Penal Code § 498(e).)

In addition to the above criminal penalties, California law also provides a civil action and various remedies for the theft of water services. (*See* Cal. Code of Civ. Proc. §§ 1882 *et seq.*) Specifically, Code of Civil Procedure section 1882.2 allows for treble monetary damages, in addition to actual monetary damages, as well as attorney's fees and costs. Additionally, the District may seek an injunction and damages to stop the unauthorized appropriation. (*See* Cal. Code Civ. Proc. § 1882.4.) Moreover, the unauthorized appropriation of water services for the purpose and intent of gaining an economic advantage over competitors constitutes an unfair business practice/unfair competition under California Business & Professions Code section 17200 *et seq.* Each violation of Business and professions Code section 17200 *et seq* has a statutory penalty as well as a general remedy, and each violation is cumulative of any other remedy provided by law.

5-4 INVENTIONS, PATENTS, AND COPYRIGHTS

The Applicant shall pay all royalties and assume all costs arising from the use of any invention, design,

process, materials, equipment, product, or device which is the subject of patent rights or copyrights.

The Applicant shall hold harmless, indemnify, and defend the District and its directors, officers, employees, and agents from and against all claims, damages, losses, expenses, and other costs, including costs of defense attorneys' fees, arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, materials, equipment, product or device, and shall defend all such claims in connection with any alleged infringement of such right.

5-5 PUBLIC CONVENIENCE AND SAFETY

The Applicant and Contractor shall conduct their operations as to offer the least possible obstruction and inconvenience to the public. The Contractor shall have under construction no greater length or amount of work that can be completed properly with due regard to the rights of the public. Convenient access to driveways, houses, and buildings along the line of work shall be maintained and temporary crossings shall be provided and maintained in good condition. Not more than one crossing or intersecting street or road shall be closed at any one time.

The Contractor shall provide and maintain such fences, barriers, directional signs, lights, and flagmen as are necessary to give adequate warning and directions to the public at all times of any dangerous conditions to be encountered as a result of the construction work.

5-6 RESPONSIBILITY FOR LOSS, DAMAGE, OR INJURIES

The Applicant shall be responsible for all claims, demands, or liabilities from any cause arising out of, resulting from, or in connection with the performance of the work, excepting only those as may be caused solely and exclusively by the fault or negligence of the District or its directors, officers, employees, and agents. Such responsibility shall extend to claims, demands, or liability for loss, damage, or injuries occurring after completion of the work as well as during the progress of the work.

5-7 CONTRACTOR'S RESPONSIBILITY FOR THE WORK

Until the Acceptance of the work, the Applicant shall have the responsible charge and care of the work and of the materials to be used therein (including materials for which he has received partial payment or materials which have been furnished by the District) and shall bear the risk of injury, loss, or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work.

The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the work or materials occasioned by any cause before its completion and Acceptance and shall bear the expense thereof. Where necessary to protect the work or materials from damage, the Contractor shall at its expense provide suitable drainage and erect such temporary structures as are necessary to protect the work or materials from damage. The suspension of the work or the granting of any extension of time from any cause whatsoever shall not relieve the Contractor of its responsibility for the work and materials as herein specified.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor,

without special instructions or authorizations, is authorized to act at its discretion to prevent such threatened loss or injury.

5-8 PRESERVATION OF PROPERTY

The Applicant and Contractor shall exercise due care to avoid injury to existing improvements or facilities, Utility facilities, adjacent property, and trees and shrubbery that are not to be removed.

All trees, shrubbery, and landscaping that are not to be removed, and pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipelines under or above ground, water and wastewater mains, all highway or street facilities, and any other improvements or facilities within or adjacent to the work shall be protected from injury or damage, and the Contractor shall provide and install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operation, they shall be replaced or restored at the Contractor's expense to a condition as good as when the Contractor entered upon the work or as good as required by the Plans and Specifications if any such objects are a part of the work being performed.

The fact that any such pipe or other underground facility is not shown on the Plans shall not relieve the Contractor of its responsibility under this Section.

In addition to any requirements imposed by law, the Contractor shall shore up, brace, underpin, and protect as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the site of the work which are in any way affected by the excavations or other operations connected with the performance of the work. Whenever any notice is required to be given by the District or the Contractor to any adjacent or adjoining landowner or other party before commencement of any work, such notice shall be given by the Contractor.

In any emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at its discretion to prevent such threatened loss or injury.

5-9 SAFETY

In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work, and the Contractor shall fully comply with all State, Federal and other laws, rules, regulations, and orders relating to safety of the public and workers.

The right of the District to conduct construction review or observation of the Contractor's performance will not include review or observation of the adequacy of the Contractor's safety measure in, on, or near the construction site.

5-10 PERSONAL LIABILITY

No director, officer, employee, or agent of the District shall be personally responsible for any liability arising out of the work performed.

5-11 RESPONSIBILITY FOR DAMAGE

The District shall not be accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any material or equipment used in performing the work; or for injury or damage to any person or persons, workmen, or the public; or for damage to adjoining property from any cause whatsoever during the progress of the work or at any time before final acceptance.

5-12 ACCIDENTS

The Applicant shall immediately notify the District of all work-related accidents which may occur to persons or property at or near the project site, and provide the District with a copy of all accident reports. All accident reports shall be signed by the Contractor or its authorized representative and immediately submitted to the District.

5-13 INDEMNITY

To the fullest extent permitted by law, the Applicant and Contractor shall hold harmless, defend and indemnify the District and its directors, officers, agents, and employees from and against all claims, damages, losses, expenses, and costs including costs of defense and attorneys' fees, arising out of or resulting from or in connection with the performance of the work, both on and off the site provided that any of the foregoing (1) is attributable to personal injury, bodily injury, sickness, disease or death, or to injury or damage to or destruction of tangible property (other than the work itself), including the loss of use, and (2) is caused in whole or in part by the Contractor, any Subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whom any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder (except for the sole negligence or willful misconduct or active negligence of such party). Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person indemnified in this Section.

In any and all claims against the indemnified parties by any employee of the Applicant or Contractor, any Subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whom any of them may be liable, the indemnification obligation under the first and fourth paragraphs in this Section on INDEMNITY shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor, or any Subcontractor, or any supplier or other person under workers' compensation acts, disability benefit acts, or other employee acts.

The Applicant and Contractor shall also indemnify and hold harmless the District and its directors, officers, employees, and agents from and against all losses, expenses, damages (including damages to the work itself), attorneys' fees and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the work and all other obligations. Such costs, expenses, and damages shall include all cost, including attorneys' fees incurred by the indemnified parties in any lawsuit to which they are a party.

5-14 GUARANTEE

The Applicant shall guarantee the work against leaks and breaks due to defective materials or workmanship

furnished by the Contractor, against settlement of backfill, and damage to resurfacing for a period of one year from the date of completion and acceptance by the District. Arrangements shall be made for the Faithful Performance Bond to be enforced for a period of one year after the date of final acceptance to cover this guarantee. Damage or leaks due to acts of God, from sabotage, and/or vandalism are specifically excluded from this guarantee.

The date of acceptance by the District will commence when completion of the entire tract, commercial complex, or industrial complex is final. Partial releases are not considered to relieve Applicant of responsibilities under this section.

When defective material or workmanship discovered in the work requires repairs to be made under this guarantee, the Applicant shall be notified by and shall make all repairs at its own expense within three (3) days after receipt of such notice. Should the Applicant fail to repair the damage within the three days, the District may make the necessary repairs and charge the Applicant with the actual cost of the repairs. In emergencies demanding immediate attention, the District shall have the right to repair the defect or damage and charge the Applicant with the actual cost of all labor and material required.

5-15 WARRANTY OF TITLE

No materials, supplies, or equipment for the work for the Approved Plans shall be purchased subject to any chattel mortgage or under a conditional sale Contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials, supplies, and equipment installed and incorporated in the work and agrees upon completion of all work to deliver the premises together with all improvements and appurtenances constructed or placed thereon by him to the District free from any claims, liens, encumbrances, or charges and further agrees that neither he nor any person, firm, or corporation furnishing any material or labor for any work for the Approved Plans shall have any right to a lien upon the premises or any improvement or appurtenance thereon, provided that this shall not preclude the Contractor from installing metering devices or other equipment of Utility companies or of municipalities, the title of which commonly retained by the Utility company or the municipality. Nothing contained in this Section, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor in the hands of the District. The conditions of this Section shall be inserted in all subcontracts and material contracts, and notices of its provision shall be given to all persons furnishing materials for the work when no formal Contract is entered into for such materials.

5-16 STORAGE OF EQUIPMENT AND MATERIALS IN PUBLIC STREETS

Construction materials may not be stored in streets, roads, or highways for a period longer than that authorized by the agency having jurisdiction over said street, road, or highway.

Construction equipment shall not be stored at the worksite before its actual use on the work or for a period longer than that authorized by the agency having jurisdiction over said street, road, or highway.

5-17 STREET CLOSURES, DETOURS, BARRICADES

The Applicant and Contractor shall comply with all applicable State, county, and city requirements for closure

of streets. The Contractor shall provide barriers, guards, lights, signs, temporary bridges, flagmen, and watchmen advising the public of detours and construction hazards that may arise during construction and promptly remove all signs and warning devices upon completion of the work. The Contractor shall also be responsible for compliance with additional public safety requirements that may arise during construction.

At least two (2) working days before closing, partially closing, or reopening of any street, alley, or other public thoroughfare, the Contractor shall notify the Police, Fire, traffic, and engineering departments of jurisdictional agencies involved and comply with their requirements. Deviations must first be approved in writing by the District's Representative. Traffic control shall be in accordance with the "Work Area Traffic Control Handbook" (WATCH).

5-18 PUBLIC SAFETY

A. Safety Orders

The Contractor shall have at the worksite copies or suitable extracts of Construction Safety Orders, Tunnel Safety Orders, and General Industrial Safety Orders as issued by the State Division of Industrial Safety. The Applicant and Contractor shall comply with conditions of these and all other applicable laws, ordinances, and regulations.

B. Use of Explosives

Explosives may be used only when authorized in writing by the District's Representative. Explosives shall be handled, used, and stored in accordance with all applicable regulations.

The District's Representative approval of the use of explosives shall not relieve the Contractor from his liability for claims caused by blasting operations.

C. Cal/OSHA Requirements

The following are Cal/OSHA requirements as of the printing of these District Development Requirements. The requirements are listed for information purposes only; work must be in compliance with the current Cal/OSHA requirements. Requirements for construction work for Cal/OSHA are listed in Title 8, Division 1, Chapter 4, Subchapter 4, of the California Code of Regulations.

D. Trench Work

Each employee in an excavation shall be protected from cave-ins by an appropriate protective system. Design and install bracing and shoring system in conformance with the rules, orders, and regulations of the California Division of Occupational Safety and Health (Cal/OSHA) Sub chapter 4, Article 6. For any excavation in excess of five-feet deep, design of sheeting, shoring, bracing, or side slopes shall be performed by a registered Civil Engineer. Applicant's contractor shall secure a permit from Cal/OSHA for excavations exceeding 5-feet in depth, per California Code of Regulations Title 8, Chapter 3.2, Article 2, Section 341.

A competent person will make daily inspections of excavations, adjacent areas, and protective systems for potential cave-in, failure of protective systems, hazardous atmospheres, or other hazardous conditions.

A competent person must demonstrate:

1. Knowledge of current safety orders pertaining to excavation and trenching
2. Knowledge of soil analysis and classification
3. Knowledge of design and use of protective systems
4. Authority to take prompt corrective action when conditions change
5. Ability to recognize and test for hazardous atmospheres

All trench work shall follow requirements set forth in Technical Specification 02223 of the Standard Specifications for Construction of Potable Water, Recycled Water, and Wastewater Facilities.

Protective system design will be based on soil classification: Type A, B, or C soils (refer to Section 1541(b) Title 8).

Sloping or benching for excavations greater than 20 feet deep shall be designed by a registered professional Engineer.

Determine the location of underground utilities and notify the owners.

Inspect the area for hazards from moving ground.

Inspect the excavation after every rainstorm, earthquake, or other hazard-increasing occurrence.

Inspect the face, banks, and top daily when workers are exposed to falling or rolling material.

Shore, bench, slope, shield, or use equivalent methods to protect workers in excavations 5 feet deep or more.

Locate spoil, materials, and equipment at least 2 feet from the edge of excavation.

In trenches 4 feet deep or more, provide safe access within 25 feet of any work area.

Install walkways or bridges with standard guardrails when employees or equipment are required or permitted to cross over.

Do not excavate beneath the level of adjacent foundations, retaining walls, or other structures until a qualified person has determined that the work will not be hazardous.

Shore, brace, or underpin structures when their stability is threatened. Inspect structures daily.

Erect barriers around excavations in remote work locations. Cover or barricade all wells, pits, shafts or caissons.

Note: Upon District's request, a shoring detail shall be designed by a registered professional Engineer.

E. Confined Space

A confined space has the following characteristics:

1. Its size and shape allow a person to enter it
2. It has limited openings for workers to enter and exit
3. It is not designed for continuous occupancy

All entries into or work within confined spaces to be conducted in accordance with the U.S. Department of Health and Human Services/National Institute for Occupational Safety and Health [DHHS (NIOSH)] Publication No. 87-113, A Guide to Safety in Confined Spaces.

The Contractor shall notify in writing the District Inspector 48 hours prior to performing work in a District facility classified as a confined space.

F. Permit-Required Confined Space

A permit-required confined space has one or more of the following characteristics:

1. Contains or has potential to contain a hazardous atmosphere
2. Contains a material that has the potential for engulfing an entrant
3. Has an internal configuration such that the entrant could be trapped or asphyxiated by inwardly converging walls or by a floor which slopes downward and tapers to a smaller cross-section
4. Contains any other recognized serious safety or health hazard

All entries into or work within permit-required confined spaces to be conducted in accordance with the U.S. Department of Health and Human Services/National Institute for Occupational Safety and Health [DHHS (NIOSH)] Publication No. 87-113, A Guide to Safety in Confined Spaces.

No one shall enter a District facility that is classified as a permit-required confined space without a District Inspector being present. The Contractor shall submit the permit to the District Inspector 48 hours prior to doing work in a District confined space facility.

An entry permit is a written or printed document that is provided by the Contractor to allow and control entry into a permit-required confined space and that contains, but is not limited to, the following information:

1. Specific permit space identification
2. Purpose and date of entry
3. Duration of authorization
4. Authorized entrants by name
5. Names of authorized attendant and entry supervisor
6. Actual hazards of the identified space

7. Control and isolation methods to be used
8. Acceptable entry conditions
9. Results of initial and periodic atmospheric testing
10. Rescue and emergency services to be summoned
11. Communication procedures authorized between attendant and entrants
12. Equipment to be provided
13. Other information as necessary
14. Other permits, such as hotwork

5-19 PROPERTY RIGHTS IN MATERIALS

Nothing in the Approved Plans shall be construed as vesting in the Contractor or Applicant any right of property in the materials used after they have been attached or affixed to the work or the soil, or after payment has been made for materials delivered to the site of the work, or stored subject to or under the control of the District.

All such materials shall become the property of the District upon issuance of a Letter of Acceptance.

Soil, stone, gravel, and other materials found at the site of the work and which conform to the Plans and Specifications for incorporation into the work may be used in the work. No other use shall be made of such materials except as may be otherwise described in the Plans and Specifications.

5-20 NOTICE AND SERVICE

Any notice required or given for the completion of the work depicted in the Approved Plans shall be in writing, be dated, and signed by the party giving such notice or his duly authorized representative, and be served as follows:

If to the District, by personal delivery or by deposit in the United States mail.

If to the Applicant, by personal delivery to the Applicant or to its authorized representative at the site of the project or by deposit in the United States mail.

If to the surety or any other person, by personal delivery to said surety or other person or by deposit in the United States mail.

All mailed notices shall be in sealed envelopes, shall be sent by certified mail with postage prepaid.

5-21 LANDS AND RIGHTS-OF-WAY

Rights-of-way or easements for the waterlines or wastewater lines as shown on the Plans will be provided by the Applicant. Unless otherwise provided, the Applicant shall make arrangements for, pay for, and assume all responsibility for acquiring, using, and disposing of additional work areas and facilities temporarily required. The Applicant shall indemnify and hold the District harmless from all claims for damages occasioned by such actions.

Work in public right-of-way shall be done in accordance with the requirements of the permit issued by the public agency in whose right-of-way the work is located in addition to conforming to the Plans and Specifications. If a permit is not required, the work shall conform to the standards of the public agency involved in addition to conforming to the Plans and Specifications.

5-22 WAIVER OF RIGHTS

Except as otherwise specifically provided, no action or failure to act by the District, Engineer/architect, District's Representative, or Contractor shall constitute a waiver of any right or duty afforded any of them, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder.

5-23 TAXES

The Applicant shall pay all sales, consumer, use, and other taxes.

NOTICE OF TAXABLE POSSESSORY INTEREST - The terms of this document may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this document, the private party may be subjected to the payment of personal property taxes levied on such interest.

5-24 REVIEW AND AUDIT OF RECORDS OF THE WORK

In accordance with Government Code Section 8546.7, the State has the right to examine, review, audit and/or copy the the documents connected with the performance of the work as depicted on the Approved Plans, during the three-year period following the completion of the work. In addition, the District has the right to examine, review, audit and/or copy all such records, during the four-year period following acceptance of work. Therefore, the Applicant and Contractor shall preserve and retain all such records for a period of four years commencing upon final acceptance of the work or, if an examination, review or audit is commenced but not completed within such four-year period, until such examination, review or audit has been completed. The Applicant and Contractor, upon request, shall make such records available for the purposes described in this Section at all reasonable times during the period the Applicant is required to preserve and maintain such records.

END OF SECTION