1391 Engineer Street • Vista, California 92081-8840
Phone (760) 597-3100 • Fax: (760) 598-8757
www.vidwater.org

To: Applicants

Re: District Project Guidelines

The attached documents are provided to inform you of the District's general project requirements. We make every effort to inform you of all the fees and requirements involved. The District's comments are for informational purposes only and are subject to change. New fees and requirements may be imposed upon your project due to new policies, revised policies, site design changes, or for other circumstances.

For your convenience, we have attached the following information:

- Site Plan Review by District
- Water System Design Standards
- District Project Requirements

  Part 1 – General Information
  Part 2 – Guide to the Statement of Cost, Planning, Construction, and Acceptance for Construction of a Water System for the Project
  I. Information
  II. Planning Requirements
  III. Construction Requirements
  IV. Requirements for Acceptance of Water System (either by District forces or by Owner/Developer)
  Part 3 – Detailed Improvement Plan Requirements

- Exhibit A – Standard Plan Notes
- Exhibit B – Construction Contract (sample)
- Exhibit C – Fire Flow Information Request (sample)
  For Fire Flow Information Request w/fees see:
  http://www.vidwater.org/engineering-information

Our Standard Specifications book may be purchased for the current approved fee or viewed on our website at http://www.vidwater.org/engineering-information.

After you finalize your water needs, i.e. determine your water meter size(s) and locations(s), RPDA size and location(s), fire hydrant location(s), you may contact us and we will provide a written detailed cost for all water facilities.

If you have any questions, please contact our Engineering Department at (760) 597-3116.

A public agency serving the city of Vista and portions of San Marcos, Escondido, Oceanside and San Diego County

SITE PLAN REVIEW BY DISTRICT

The Vista Irrigation District reviews site plans of all proposed projects within the District to determine how water service to a project can be provided.

Before the District will review any site plan the fire agency having jurisdiction over the project will establish the fire flow requirement and determine fire hydrant locations, if any. The District must also receive a copy of the Notice of Conditions approved by the appropriate governmental agency. Until these factors are determined and furnished to the District, the District will not accept grading or improvement plans for plan checking purposes.

Upon completion of the site plan review, regardless if a public water system is required or not, the District reviews the sizes and locations of proposed water meters, reduced pressure detector assemblies, and all other proposed public water facilities and determines if any existing water facilities that are located within the project's scope of work require modifications.

If a public water system is required, the District will notify the Owner/Developer of the approved pipeline sizes and routes so that improvement plans of the water system can begin. The construction of a public water system requires that the grading and improvement plans be signed by the District and the Owner/Developer enter into a construction contract with the District.

If a pipeline extension is not required, upon approval of the size and location of all existing and proposed water facilities or after the grading plans are signed by the District, the District will accept applications for water service and payment of the associated fees to have them installed by the District or by the Owner/Developer's contractor under District inspection.

The Owner/Developer may contact us as needed to discuss water related issues. To expedite and/or reduce or eliminate miscommunications, one person from the engineering firm and one from the development company should be designated as a contact person. The District will also assign an Engineering Department contact person. Always refer to the LN number the District issues for each project.

WATER SYSTEM DESIGN STANDARDS

I. GENERAL

A. All improvements are to be designed and constructed in accordance with these Design Standards and Standard Specifications Of Vista Irrigation District for the Construction of Pipelines including the Vista Irrigation District's Standard Drawings.

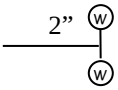
B. Deviations from these Design Standards and / or the Standard Specifications and Drawings will require prior approval of the District.

C. The Engineer should discuss any design problems or special circumstances with the District's Engineering Department before preparation of the improvement plans.

D. The District requires that all grading and improvement plans be reviewed, approved and signed by the District.

E. Grading Plans showing private waterlines served by a Reduced Pressure Detector Assembly and improvement plans must first be signed by the appropriate Fire Agency before the District signs.

F. The following symbols shall be used for the various pipelines and appurtenances to be installed.

LEGEND	REFERENCE	SYMBOLS	QUANTITY
Fire Hydrant	4-1, 4-2		Ea.
1-1/2" Service Outlet	1-2	1-1/2" W	Ea.
2" Blow Off	3-1 (Type A)		
1" Air Vent	2-2 (Type B)		Ea.
Water Lines	N/A		L.F.
Valve	—		
Combination Domestic/ Irrigation Service	1-3		

LEGEND	REFERENCE	SYMBOLS	QUANTITY
Subdivision Construction Meter	1-11		
Fire Service Connection (RPDA)	4-4, 4-5		

II. DRAWINGS (All Drawings)

A. Shall be on standard size sheets, 24” x 36”.

B. Shall include the Vista Irrigation District LN number and map number located on the lower right hand corner just outside the margin.

C. The Improvement Plans (title sheet) shall include a signature block for the Chief Engineer of the Vista Irrigation District as shown hereon and the Grading Plans (title sheet) shall have a different signature box, as shown hereon.

VISTA IRRIGATION DISTRICT

APPROVAL OF THESE IMPROVEMENT PLANS DOES NOT COMMIT DISTRICT TO SUPPLY WATER TO THIS PROJECT OR GUARANTEE THAT WATER WILL BE AVAILABLE.

DISTRICT ENGINEER RCE DATE

APPROVAL VALID FOR TWO (2) YEARS FROM DATE.

VISTA IRRIGATION DISTRICT

THE REVIEW GIVEN HERE IS ONLY FOR THE GRADING LAYOUT AND IS NOT THE APPROVAL FOR THE CONSTRUCTION OF ANY WATER FACILITIES THAT MAY BE SHOWN HEREON NOR DOES IT IMPLY THAT WATER SERVICE WILL BE PROVIDED.

REVIEWED BY DATE

APPROVAL VALID FOR TWO (2) YEARS FROM DATE.

END OF SECTION

DISTRICT PROJECT REQUIREMENTS

PART 1 - GENERAL

1.1 AVAILABILITY OF SERVICE

A. The DEVELOPER or the DEVELOPER's representative shall schedule a meeting with the DISTRICT to determine the current boundaries in which the project is located and the availability of service. If the project is an onsite reclaimed water project, refer to the DISTRICT's "Rules and Regulations for the Use of Reclaimed Water Within the Vista Irrigation District," which can be obtained from the DISTRICT at reproduction cost.

1.2 TENTATIVE MAP

A. The DEVELOPER shall submit one print of the tentative map for the water system analysis with the current plan check fees. The tentative map shall have the mains superimposed on them showing the proposed main sizes. In addition, the DEVELOPER shall obtain a letter from the governing fire district indicating the required fire flows and fire hydrant locations. Upon receipt of the current Fire Flow or Hydraulic Analysis fee, the Engineer of Work will be requested to submit both the tract map/parcel map and improvement plans in electronic format (AutoCAD drawings). (Refer to Part 2, Section II. F.). The DISTRICT will review the system design for the development taking into consideration the existing pipeline locations, sizes and pressures, and the DISTRICT's Water Master Plan. The DISTRICT will prepare a schematic design of the needed facilities for the proposed project. The DISTRICT reserves the right to change proposed water main sizes or locations after considering the above criteria or as deemed necessary based on conditions shown on the improvement plans.

Upon request and receipt of the current fee, the DISTRICT will prepare a Statement of Cost along with a schematic drawing depicting the required water facilities. The following is a summary of the development procedure from the planning stage to the acceptance stage to develop a project within the DISTRICT.

PART 2 - GUIDE TO THE STATEMENT OF COST, PLANNING, CONSTRUCTION AND ACCEPTANCE FOR CONSTRUCTION OF A WATER SYSTEM

Section

I. Information

A. Types of Construction Contracts

1. Type A

2. Type B

B. Payback Agreements

1. Private Ownership Agreement (POA)

2. Reimbursement Under POA

3. Temporary Service Agreements (TSA)

C. Water Rights – Imported Water Entitlement (IWE)

D. California Environmental Quality Act (CEQA) Requirements

E. Public and Private Water Systems

II. Planning Requirements

A. Materials and Quantities

B. Plan Submittals, Fees, and Easements

C. Method of Providing Construction Water Service

D. Method of Providing Permanent Water Service/Metering

E. Phasing of Project

F. Electronic Data Submittal

III. Construction Requirements

A. Construction by Owner/Developer

1. Requesting a Construction Contract and Fee

2. Contractor and License

3. Bonding, Instrument of Credit, or Certificate of Deposit

4. Insurance

5. Construction Fees

6. Pre-construction Meeting

7. Completion of System and "Sign-off"

8. Notice of Acceptance

B. Construction by District Forces

1. Requesting a Construction Contract and Fee

2. Bonding and Insurance

3. Construction Fees

4. Pre-construction Meeting

5. Completion of Water System and "Sign-off"

6. Notice of Completion

IV. Requirements for Acceptance of Water System (either by District forces or by owner/developer)

A. Right of Way Dedications

1. Easements

2. American Land Title Association (A.L.T.A.) Policy

B. As-built Mylars (Record Drawings) Submittals

C. Application for Water Meters and Payment of Fees

D. Other Applications

E. Presentation of Water System to Board of Directors for Acceptance

SECTION I. INFORMATION

A. TYPES OF CONSTRUCTION CONTRACTS

Water facilities that are to be publicly owned (owned and operated by the District) shall be shown on the improvement plans and must be constructed in accordance to the current District's "Standard Specifications and Standard Drawings for Construction of Pipelines" manual. The owner/developer is required to enter into a construction contract with the District. The following types of contracts are available:

1. Type A

Under this type of contract, a commitment for water service is given for a period of one year from the effective date of the contract.

As part of the conditions of the District accepting the public portion of the water facilities, application and payment for water meters and Reduced Pressure Detector Assemblies (RPDA) must be made for all laterals shown on the improvement plans and all other project fees must be paid.

After these and all other project requirements are satisfied, staff will present the public water system to the Board of Directors at the following Board meeting for acceptance. Upon acceptance staff will have the Notice of Acceptance recorded with the County Recorder.

The owner/developer and the bonding company will receive a copy of the Notice of Acceptance which should cancel bond premiums. If security is posted using a Certificate of Deposit or Instrument of Credit the District will forward the Notice of Acceptance to the bank along with a letter releasing a portion of the deposit or credit.

2. Type B

Under this type of contract, a commitment for water service is not given, and water meter and RPDA laterals are not permitted to be installed. However, application for water meters and RPDA's and payment for them are not required as a condition of the District's accepting the public system.

After all project requirements are satisfied the public system will be accepted and the Notice of Acceptance mailed, as stated above.

B. PAYBACK AGREEMENTS (See end of Section I – Private Ownership Agreement Sample)

1. Private Ownership Agreement (POA)

Upon request and receipt of the current fee, the District will prepare a POA under the Payback Agreement which may enable you to be reimbursed a portion of the cost of the water system. If the fee is not paid before our Board formally accepts the water system, we will assume that an agreement is not desired. A POA will not be allowed after the Board of Directors accepts the water system.

2. Reimbursement Under POA

After the new water system is installed, the District will calculate the per foot cost of the water system or the per lot charge of the water system and will forward the preliminary Payback Agreement for the Owner's/Developer's review. After the owner signs the final agreement, we will forward to the affected property owners an invoice for their pro-rata share of the cost. After the invoice is paid, the District will forward the funds collected to the party that paid for the installation of the system. However, before we can forward the monies, a Payback Agreement must be established by the party installing the water system.

3. Temporary Service Agreements (TSA)

There are some properties within the District that receive water service under the terms and conditions of a Temporary Service Agreement (TSA). The TSA requires that the owners of those properties to participate in the cost of a new water system when installed adjacent to their property (Rules and Regulations 4.4.8.E).

Permanent Water Service resulting from a Temporary Service Agreement (TSA)

Conversion from temporary water service to permanent water service to satisfy the terms and conditions of a TSA shall be equal to the cost for providing a Temporary Offsite Meter. For costs refer to Rules and Regulations 4.4.8.D.

C. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) REQUIREMENTS

The District is required to insure that the water system to be installed was addressed in the Environmental Impact Report or the Negative Declaration prepared for the project. Please supply us with a copy of the appropriate document.

If the project has satisfied all CEQA requirements, we will prepare a Notice of Exemption and file it with the County Clerk. If not, we will prepare a Negative Declaration or inform you that an Environmental Impact Report or that a modification to your Environmental Impact Report is required.

In some cases there is a Fish and Game Wildlife Department fee plus a County of San Diego fee. We will inform you if a fee is applicable before we start the process. However, remember that we will not allow the installation of the water system until CEQA requirements are met.

D. PUBLIC AND PRIVATE WATER SYSTEMS

The District reviews all system proposals and determines which ones fit the criteria for becoming public or private water systems.

Public systems are owned, operated and maintained by the District and can be installed by either the Developer or the District to District specifications and if installed by the owner/developer must be installed to District specifications and under District inspection.

Private systems are installed by the owner/developer and do not have to meet District specifications however they are inspected by the fire agency having jurisdiction over the project. These systems are owned, operated and maintained by the owner.

Private systems receive water via a metered connection called a Reduced Pressure Detector Assembly (RPDA). The RPDA is located entirely on private property. The portion of the lateral located on private property, the RPDA and all piping downstream of the RPDA are owned, operated and maintained by the owner/developer.

When the lateral is located within a public right-of-way it will be owned, operated and maintained by the District to the right-of-way line. All piping beyond the right-of-way line, the RPDA and the piping downstream of the RPDA are owned, operated and maintained by the owner. Refer to the current District's Standard Drawings.

PRIVATE OWNERSHIP AGREEMENT
(POA NO. ►)

THIS AGREEMENT is made this _____ day of _____, 20____, by and between VISTA IRRIGATION DISTRICT (hereinafter referred to as DISTRICT) and

_____

(hereinafter referred to as PROPONENT).

1. PROPONENT has paid for the construction of certain water facilities to serve his property which were constructed per _____ and are described as follows:
(Job Order No.)

2. PROPONENT desires to be reimbursed for a portion of the cost of the above described water facilities, which may benefit lands other than the lands owned by the PROPONENT.

3. PROPONENT agrees that DISTRICT may make connections to the water facilities upon application for water service by owners of other lands. For purposes of this Agreement, "connections" shall be defined as a connection, which will generate reimbursement funds and includes any and all laterals, extensions and water meter services, excluding fire hydrants.

4. DISTRICT will collect fees and remit to PROPONENT only for those connections made along and to the end of said water facilities as shown in Exhibit A, described as follows:

5. The fees as shown in Exhibit B, to be collected by DISTRICT from owners of other lands shall be based upon their pro rata share of the cost of the water facilities as described in paragraph 4 of this Agreement.

6. This Agreement shall remain in effect for a period of ten (10) years from the date of this Agreement (per Resolution No. 2031), or until DISTRICT has collected and paid to PROPONENT the reimbursement funds collected to which PROPONENT is entitled, which shall not exceed $_____, whichever occurs first.

7. DISTRICT shall own, operate and maintain said water facilities upon its acceptance by the DISTRICT Board of Directors.

8. It is the PROPONENT'S responsibility to provide DISTRICT with an updated address in the event of any change of address from the one provided at the time of the execution of this Agreement. If, after a period of ten (10) years from the date of this Agreement, DISTRICT is unable to deliver disbursement because of lack of current address, the amount of disbursement shall revert to DISTRICT'S general fund, and those funds shall no longer be considered part of the funds to be reimbursed under this Agreement.

   Any disbursement or communication required or permitted under this Agreement shall be deemed to be properly given when deposited in the United States mail, First Class postage prepaid, certified, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

SAMPLE

(a) In the case of DISTRICT, to Vista Irrigation District, 1391 Engineer Street, Vista, California 92083-8836, or to such other address DISTRICT may from time to time furnish to PROPONENT.

(b) In the case of PROPONENT, to _____

_____

_____

or to such other address as PROPONENT may from time to time furnish to DISTRICT.

9. This Agreement contains all of the agreements, understandings, representations, conditions, warranties, and covenants made between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made.

10. The failure of either party at any time to require performance by the other party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

VISTA IRRIGATION DISTRICT	PROPONENT
By _____ President	By _____
By _____ Secretary	By _____
	Address of PROPONENT _____ _____ _____ _____ Phone

SAMPLE

CALCULATIONS FOR PRIVATE OWNERSHIP AGREEMENT

I. Data for POA _____ (I-_____)

A. The total cost of the water system is $_____ per District's Statement of Cost dated _____.

B. Total lineal feet of pipeline installed was _____.

C. Total lineal feet on both sides of pipeline where a connection fee is to be applied is _____. (I.B. times 2), plus ____ lot x 100 feet (minimum connection) length. Total LF ____ .

D. The project has _____ lots or _____ minimum feet of frontage.

E. Connection fees to be collected will be calculated on the per foot cost times the frontage of the lot benefiting from the system or the minimum connect fee established, whichever is greater.

II. Items Benefiting Project:

A. _____ @ $_____

B. _____ @ _____

C. _____ @ _____

D. _____ @ _____

E. Total: Items Benefiting Project $_____

III. Calculation of Net Cost of Pipeline

A. Total Cost of Pipeline (I.A.) $_____

B. Less Items Benefiting Project (II.E.) — $_____

C. Net Cost of Pipeline $_____

IV. Calculation of Minimum Connection Fee

A. Net Cost of Pipeline (III.C.) $_____

B. Divided by Lineal Feet of Frontage plus Number of Lots at end of Pipe ____ x 100 minimum footage (I.C.) ÷ _____

C. Cost Per Foot (IV.A. divided by IV.B.) $_____

D. Times 100 Lineal Feet * $_____

E. Minimum Connection Fee $_____

V. Calculation of Project's Share (whichever is greater)

A. Project's Front Footage (I.B.)_____ x Cost Per Foot (IV.C.) $_____= $_____

or

B. Lots _____ x Minimum Connection Fee (IV.E.) $_____= $_____

VI. Calculation of Total Possible Reimbursement

A. Net Cost of Pipeline (III.C.) $_____

B. Less Project's Share (V.A. or V.B., whichever is greater) — $_____

C. Total Possible Reimbursement $_____

SAMPLE

SECTION II. PLANNING REQUIREMENTS

A. MATERIALS & QUANTITIES

C-900, C905 and C909 PVC and cement mortar lined and coated (CML & C) steel pipe are the only materials that are acceptable materials for main water line installations. Have your engineer show the type of pipe to be used on the improvement plans and submit them to us for review.

The quantities listed in the cost breakdown are taken from our schematic drawing and are subject to review and change. The schematic drawing is a tentative design of the proposed water system, and we reserve the right to make alterations as required due to conditions shown on the improvement plans.

B. PLAN SUBMITTALS, FEES, AND EASEMENTS

Have a private engineer of your choice prepare and submit a set of plans of the improvement and grading plans showing the water system per the schematic drawing. If your engineer has suggestions regarding its design, have him contact us. We have a Standard Design Manual available for use by your engineer. The plan check fee is for the review and approval process of the plans including improvement, grading, tract maps, parcel maps, etc. This fee is to be paid at the time your engineer submits them to us for the first plan check. Refer to the current plan check fee.

Before a District engineer will sign the improvement plans, the existing water lines must be potholed at all points where the new system will connect to the existing system in order to determine actual depth; the actual depth must be shown on the plans. We will notify your engineer of this requirement during the first plan check.

Our schematic drawing does not show meter or RPDA lateral locations. The standard lateral for single family homes is 1", which will accommodate up to a 1" meter (50 GPM). Have your engineer show the location of all laterals and driveways on the improvement plans. All meters and RPDA'S are to be located within landscape areas. Refer to the current District's Standard Drawings.

Dedication of easements can be done by separate document or by map dedication. See "Requirements For Acceptance of Water System (Part 2, Section IV.A. Right of Way Dedications).

C. METHOD OF PROVIDING CONTRUCTION WATER SERVICE

Before the new water system is placed into service, your project may be required to receive metered construction water service via a "Subdivision Construction Meter" (SCM). The SCM will be obtained from the District and requires a deposit. Contact our Engineering Department and make arrangements for payment and pick up of the SCM.

D. METHOD OF PROVIDING PERMANENT WATER SERVICE/METERING

For permanent water service resulting from a Temporary Service Agreement (TSA), refer to Rules and Regulations Sections 4.4.8.D and 4.4.8.E. You need to determine how your project will be metered and inform us so we can review your layout for approval.

You can meter the project one of several ways as follows:

1. Each dwelling unit could have its own meter; or

2. Each building could have its own meter (the size is determined by the number of units in each building); or

3. A group of buildings could be served by a single meter; or

4. The entire project could be served via a master meter.

Currently the District does not require separate meters for irrigation and domestic uses. However, in some cases the City of Vista does. Check with them to see if this requirement will be placed on the project. You need to inform us how the water for irrigation, landscaping, pool or recreation room is to be metered (if applicable).

E. PHASING OF PROJECT

If you intend to construct the water system in more than one phase, let us know how many phases there will be and which lots or buildings are in each phase. Note that the phasing of the water system may not necessarily coincide with your construction phases of the buildings. Phasing a project requires the signature of your bonding company on the supplement to the contract, which will identify the phases. Also, once your phasing request is approved by the Board of Directors, you will be required to complete each phase as approved.

The one-year commitment for permanent water service as stated in the construction contract will not be extended, even if you decide to phase your subdivision.

F. ELECTRONIC DATA SUBMITTAL

The Engineer of Work will be requested to submit both the tract/parcel map and improvement plans in AutoCAD format on PC formatted Compact Disks (contact our Engineering Department for current version).

Digital files shall be submitted in Agency approved formats (refer to Part 3 – Detailed Improvement/Grading Plan Requirements).

SECTION III. CONSTRUCTION REQUIREMENTS

A. CONSTRUCTION BY OWNER/DEVELOPER

1. REQUESTING A CONSTRUCTION CONTRACT AND FEE

After we sign your improvement plans, you may request a construction contract and provide us with a check for the contract preparation fee. We will forward the construction contract and related documents to you for your signature. You may request a contract any time after the plans are signed. If you request a contract before your grading process begins, this should allow the needed time for us to prepare it and time for you to fulfill the insurance and bonding requirements. You will need to return it to us for review and we will present it to the Board of Directors for their approval. After we sign it, we will forward a copy to you for your records.

2. CONTRACTOR AND LICENSE

Contractor will only be permitted to perform the work necessary to connect (tie-in) a privately installed water line system to a District (publicly) owned water main, in accordance with the current District's Specifications Section 01030-Part 3.

The water line contractor must have a current Class A or C34 license. A copy of the contractor license along with the contractor's qualifying experience is to be presented to the District before the contract will be presented to the Board of Directors for approval.

3. BONDING, INSTRUMENT OF CREDIT, OR CERTIFICATE OF DEPOSIT

A Faithful Performance Bond and a Payment Bond will be required on all water systems to be owned by the District, each in the amount of 100% of the approved Statement of Cost. In lieu of bonds, you may post an Instrument of Credit, also for 100%, or a Certificate of Deposit. The Instrument of Credit also contains a trust fund securing payment in the amount of 50% of the Statement of Cost. Contact your lending institution if they allow you to post these instruments with the District.

4. INSURANCE

The District requires a minimum of $1,000,000.00 general liability and automobile liability, each, and workers' compensation insurance coverage on public systems to be constructed. All insurance shall be on an "occurrence" basis, not "claims-made" basis. We will provide the required District certification forms. To be acceptable, insurers must meet one of the following criteria:

A. Be an "admitted insurer" in the State of California for the classes of insurance required and, in accordance with the current Best's Rating, have a "B" or better policy holder's rating and a Class VII or better financial rating; or

B. If not an "admitted insurer" in the State of California, have an agent for service of process in California and, in accordance with the current Best's Rating, have an "A" or better policy holder's rating and a Class VII or better financial rating.

5. CONSTRUCTION FEES

At the time you return the construction contract, you are to make full payment to the District for inspection fees and for the work that District forces will perform for you as indicated by an asterisk (*) in the cost breakdown and as totaled in the Supplement to the construction contract.

After you return the contract and pay the required fees, the contract will be presented to the Board of Directors for approval. Upon approval, the General Manager will sign the contract and work order authorizing the work that District forces will do. After the contract is signed you will receive a copy of it.

6. PRE-CONSTRUCTION MEETING

The Owner/Developer shall schedule a pre-construction conference with the District's Engineering Department Inspector at least five (5) days prior to beginning any water or sewer work in the field. At a minimum the attendees at this conference shall include:

A. The Owner, or a designee, who is to be the on-site representative of the Owner of the project.

B. The Contractor's Superintendent.

C. Contractor's competent person.

D. The Soils Technician who is to verify backfill compaction.

E. The District Inspector.

In addition, the following persons shall be invited to the pre-construction conference upon request of the District.

A. A representative of the Agency of Jurisdiction.

B. Representative(s) of other utility companies.

The purpose of this meeting is to review the plans for the project relative to the requirements of the District's Standard Specifications, the approved plans, and the approved materials list. The Contractor shall be prepared to discuss, in detail, the project schedule and shall provide the District with any schedules, submittals, lists, permits, or other information required by the Engineer, by these Standard Specifications, or by the job specifications.

7. COMPLETION OF WATER SYSTEM AND "SIGN-OFF"

A water system is deemed complete upon the completion of the water main installation, successful passing of bacteriological and hydrostatic testing, completion of pavement over the water lines including curbs, gutters and sidewalks, and meter boxes set to final grade and location. Completion of the system does not constitute acceptance by the District. Sign-off by our Operations, Construction and Engineering Department is also required.

8. NOTICE OF ACCEPTANCE

Acceptance is made by the District's Board of Directors at their regularly scheduled meetings. To be accepted, all construction must be completed, our Inspector's sign-off must be received by the District's Engineering Department, as-built mylars are to be submitted by your engineer and verified by the District, application and payment for meters (if applicable) must be made, and the balance of all construction contract fees paid. Sign-off by our Operations, Construction and Engineering Departments is also required.

B. CONSTRUCTION BY DISTRICT FORCES

1. REQUESTING A CONSTRUCTION CONTRACT AND FEE

After we have signed the improvement plans, request for a contract can be made. There is no charge to prepare the contract if it is to be installed by District forces; however, we require that you dedicate the necessary easement to the District before we schedule the work if an easement is needed. Refer to Section IV.A. Right of Way Dedications.

2. BONDING AND INSURANCE

If the system is constructed by District forces, there are no bonding or insurance requirements for you to fulfill, and the standard one-year warranty period on the water system will not apply as we guarantee our own work.

Sometimes, because of a heavy workload, we do not accept work for installation. Therefore, if you are thinking of having the District install your water system, contact our engineering department to see if we are currently accepting work. If accepted, the installation work will be dependent on our construction schedule.

3. CONSTRUCTION FEES

At the time you return the construction contract, you are to make full payment to the District for the work that District forces will perform as indicated in the Statement of Cost breakdown and as totaled in the construction contract.

After you return the contract and pay the required fees, the contract will be presented to the Board of Directors for approval. Upon approval, the General Manager will sign the contract and the work order authorizing the work that District forces will do for you. Before construction can be scheduled, you must acknowledge that the water system is ready to be installed by completing the "Written Notification to Schedule Work" form. Our Engineering Department will provide you the form when you request a Statement of Cost.

4. PRE-CONSTRUCTION MEETING

After the contract is signed and required forms are submitted, our construction manager will contact you to schedule a pre-construction meeting.

5. COMPLETION OF SYSTEM AND SIGN-OFF

A water system is deemed complete upon the completion of the water main installation, successful passing of bacteriological and hydrostatic testing, completion of pavement over the water lines, including curbs, gutters and sidewalks, and meter boxes set to final grade and location. Completion of the system does not constitute acceptance by the District. Sign-off by our Operations, Construction and Engineering Departments is also required.

6. NOTICE OF COMPLETION

A Notice of Completions is approved by the Board of Directors. In order for a project to be complete, all construction is to be completed, our Construction Superintendent's sign-off received by the Engineering Department, as-built mylars submitted by your engineer and verified by the District, application and payment for meters (if applicable) must be made, and the balance of all construction contract fees paid.

SECTION IV. REQUIREMENTS FOR ACCEPTANCE OF WATER SYSTEM (EITHER BY DISTRICT FORCES OR BY OWNER/DEVELOPER)

A. RIGHT OF WAY DEDICATIONS

Unless the entire water system is being installed within public rights of way, you must grant easements as outlined below.

1. EASEMENTS

Have your engineer prepare legal description of an easement having a minimum width as outlined in the current Standard Drawing (5-1), "Standard Easement Widths".

Along with the description, provide us with a copy of the preliminary title report of the subject property accompanied with a plat and legal description prepared by the engineer and we will prepare the easement document to District standard format for your signature. Let us know if you would like this document sent to you or your engineer. The easement must be accepted by the District prior to acceptance of the water system or the Board approving the Notice of Completion.

Easements can also be dedicated to the District via a recorded parcel or tract map. To do this, the District must be supplied with a copy of the map for our review to verify that it contains proper wording for us to accept the easement. If off-site easements are required for extension of water facilities to serve your project, the easements must be recorded prior to the District's approval of the improvement drawings. Plan check fees shall apply during the review process.

2. AMERICAN LAND TITLE ASSOCIATION (A.L.T.A.) POLICY

A current A.L.T.A., or C.L.T.A. (California Land Title Association), title policy insuring the easement with the Vista Irrigation District as the insured is required. It must be furnished prior to District acceptance of the easement. The exact amount to be insured will be determined at the time we prepare the easement document. The policy shall also include an endorsement insuring the District against mechanic's lien claims arising out of the performance of the work.

Also furnish us with a copy of your corporate documents which show the officers who will sign all of the required legal documents.

B. AS-BUILT (Record Drawings) SUBMITTALS

The as-built mylars are one of the requirements towards formally accepting your project by our Board of Directors. Prior to submitting as-built mylars, all field and construction changes shall be shown redlined and included. Information required for completing the Record Drawings typically includes field changes, project change orders, and/or any pertinent additional information. After the District's field representative has verified that all changes have been included, the Engineer of Work may then submit the final as-built (Record Drawings) which include both the tract map/parcel map and improvement plans in AutoCAD format on PC-formatted Compact Disks (contact our Engineering Department for current version).

The following items must also be included:

- A copy of the full size recorded parcel map of the project.
- As-built improvement and grading plan photo mylars with the signature of the Engineer of Work confirming the mylars are as-built. Sepia or ammonia mylars are not acceptable.

The original mylar improvement plans or a photo-process mylar copy of them is to be furnished to the District as "As-Builts" (Record Drawing) for our permanent records upon completion of the installation of the water system.

C. APPLICATION FOR WATER METERS AND PAYMENT OF FEES

In accordance with the construction contract, before your water system is presented to the Board of Directors for acceptance, you are required to make application for all water meters and pay all associated fees, if required in the contract.

Check with the Engineering Department for the current fees.

D. OTHER APPLICATIONS

There may be other items for which you have to make application and pay associated fees, such as fire hydrants, service changes and fire sprinkler laterals.

Our staff will prepare all necessary forms for you signature and inform you of the total charges. Fees are subject to change. Refer to the current fee schedule for pricing.

F. PRESENTATION OF WATER SYSTEM TO BOARD OF DIRECTORS FOR ACCEPTANCE

When staff has determined that you have satisfactorily fulfilled all the construction and engineering department requirements, made all required applications and paid all fees for your project, as outlined above, the water system will be presented to the Board of Directors for formal acceptance at one of their meetings. Staff will notify you if there are any outstanding requirements. Please allow at least three weeks for final processing.

After the system has been accepted, staff will file the Notice of Acceptance with the County Recorder and notify the proper agency so that the Certificate(s) of Occupancy can be issued. Your bonding company will also receive a copy of the Notice of Acceptance.

PART 3 - DETAILED IMPROVEMENT PLAN REQUIREMENTS

3.1 GENERAL

A. Improvement plans submitted to the DISTRICT for plan checking shall be on "blue lines" of 24 inches by 36 inches overall size.

3.2 TITLE SHEET

A. The following information is required.

1. Title of Project
2. Standard notes as provided by the DISTRICT
3. Index Map
   a. Scale: 1 " = 200'
   b. Show: Size and quantity of water mains, fire hydrants and valves; existing facilities
   c. North Arrow (pointing upward or to the right of the sheet)
   d. Street Names
   e. Easements
   f. Lot Numbers
4. Location Map: General area with project site noted
5. Signature Block: DISTRICT's format
6. Bench Mark: Description and latest elevations
7. Basis of Bearing
8. Project Name and, Address
9. Engineering Firm, Project Engineer Name, R.C.E. number, Address, Phone Number, Fax Number
10. Owner Name, Address, Phone Number, Fax Number
11. Street Sections
12. Legend

3.3 PLAN AND PROFILE SHEETS

A. The following information is required:

1. Scale: Horiz. - 1" = 40'
   Vert. -1" = 4'

2. Plan and profile aligned on same sheet

3. Existing water facilities (meters, valves, blow-offs)

4. Show abandoned water lines

5. VID Easements widths with recording information

6. Lot Numbers

7. Construction Notes as directed by the DISTRICT

8. Storm Drain plan and profile (existing and planned)

9. Water, sewer, storm drain or other utility crossings

10. Water and sewer service lateral locations and sizes

11. Type of finish cover over waterline

12. Depth of waterline (potholing may be required)

B. Design Requirements

1. All water lines and appurtenances shall be located within public right-of-ways or DISTRICT easements.

2. The DISTRICT shall perform all connections to existing lines and appurtenances unless otherwise noted on the plans

3. All valves on tees or fittings for C900 PVC pipe installations shall be Flange x P.O., unless otherwise noted.

4. All valves to be installed shall be gate valves, unless otherwise noted.

5. All water service outlets shall be one (1) inch diameter copper pipe unless otherwise noted on the plans, and shall be marked on the curb face with a “W”, per current District standards.

6. The CONTRACTOR is responsible for locating and protecting all existing utilities during construction. The actual location and depth of all existing water lines and connection points are to be verified (excavated) prior to the commencement of work, and any discrepancy is to be brought to the attention of the DEVELOPER’s engineer for correction and then submitted to the DISTRICT for review and approval.

END OF SECTION

EXHIBIT A

Standard Plan Notes

VISTA IRRIGATION DISTRICT (District)
STANDARD PLAN NOTES

1. The District's approval given here is not an approval to begin the installation or construction of water facilities. Approval for the installation or construction of the water facilities is only given after proper application and/or execution of a construction contract and payment of all applicable fees to the District. To be accepted the applications and/or the construction contract must be signed by the General Manager.

2. Any water facilities that will be under the jurisdiction of the District shall be constructed in accordance with the plans signed by the District and with the District's current "Standard Specifications" approved by the Board of Directors and posted on our website at www.vidwater.org. The signed "original" plans on file at the District office are the only plans recognized by the District as "Approved." A signed set of plans and a copy of the "Standard Specifications" must be on the job site during construction or inspection or water facilities may not be rendered.

3. The Contractor shall notify the District's Engineering Department of any discrepancies between the approved plans and actual field conditions. This includes the Contractor's responsibility for locating and protecting all existing utilities and substructures during construction, whether shown on the plans or not. The actual location and depth of all utilities, substructures, and connection points are to be verified (excavated or potholed) by the Contractor prior to the commencement of work, and any discrepancy is to be brought to the attention of the Developer's engineer for correction and then submitted to the District for review and approval. All proposed changes to the "Approved" plans must be reviewed and signed by the District prior to the installation of such changes and shall be incorporated into the "original" plans.

4. The Contractor shall obtain the District's approval for the installation of any other utility to be installed within any District easement. The approval must be obtained prior to installation and must be inspected by the District's inspector. The Contractor shall coordinate with the District all work within the District's easements or in close physical proximity to District facilities. Stand-by personnel may be required during all phases of work as determined by the District.

5. The Contractor agrees to assume sole and complete responsibility for job site conditions during the course of construction of the project including safety of all persons and property. This requirement shall apply continuously and not be limited to normal working hours. To the fullest extent permitted by law, the Contractor, and any subcontractor, shall defend, indemnify and hold harmless the District, its directors, officers, employees, and authorized volunteers from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs to defend arising out of or resulting from or in connection with the performance of the work or caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone whose acts any of them may be liable.

6. Before any work is allowed to begin within District right-of-way, including grading and non-water related facility construction, the Contractor shall procure and maintain insurance as required by the District and name the District as additional primary insured. Following insurance submittal and approval by the District, the Contractor is to contact the District's Engineering Department at (760) 597-3116 to determine when or if work can begin and to arrange a pre-construction meeting with the District's Engineering Inspector at (760) 597-3126. Inspection requests shall be made at least 24 hours in advance.

7. The District requires all new and existing water lines to have 36 to 42 inches of final cover or a minimum of 24 inches of cover from the bottom of the sub-grade, whichever is greater. The 24-inch cover does not relieve the Contractor from locating and protecting existing utilities during construction. The District shall be notified when street structural sections are determined by the appropriate road agency having jurisdiction over the street. The Contractor shall, at his sole expense, comply with that agency's requirements and obtain the District's written approval on the plans of any cover changes before the installation of the water line or before removing existing cover.

8. Unauthorized connections to the District's water system for construction water or any other purpose is strictly forbidden and are subject to enforcement under the District's Rules and Regulations. The Contractor will be charged a minimum fee (refer to current Fee Schedule) for each unauthorized connection as the estimated amount of water used through any unauthorized connection and the District may confiscate any hoses, valves or other appurtenances used to make any unauthorized connection.
9. Any proposed fencing or gates within District right-of-way must be identified on the improvement/grading plan and District access coordinated per the District's requirements. Fences will not be permitted across the easement unless gates satisfactory to District are provided and maintained by Owner for District use.
10. These plans are subject to additional water notes contained in the "Standard Specifications." Those notes will also be dispensed to the Contractor at the required preconstruction meeting.

EXHIBIT B

Construction Contract (sample)

STANDARD AGREEMENT FOR CONSTRUCTION OF WATER SYSTEM
(LN ; APN ; I-)

THIS AGREEMENT is made and entered into as of ►_____, by and between VISTA IRRIGATION DISTRICT ("DISTRICT") and

►_____ ("DEVELOPER"), in view of the following facts and purposes:

(a) DEVELOPER is in the process of developing property lying within the boundaries of DISTRICT, with a street address of [or located at] ►_____, and known as ►_____.

(b) DISTRICT has been requested by DEVELOPER to commit itself to furnish water to parts of said development upon the construction and installation of the water system necessary to serve said development.

(c) Plans and specifications for the construction of the water system for said development, including all revisions made to the water system were approved by DISTRICT on ►_____. Said plans and specifications were prepared by: ►_____, and are identified as ►_____ and are incorporated herein by reference.

(d) If checked here, ► (____), DEVELOPER has requested that DISTRICT participate in the costs of constructing the water system referred to herein. DISTRICT is willing and able to participate in said costs only in accordance with the terms of this agreement.

(e) If checked here, ► (____) DEVELOPER's contractor ("CONTRACTOR") will be permitted to make connections to DISTRICT's existing system as shown on plans which have been approved by DISTRICT, and the provisions of Resolution 97-35, a copy of which is attached hereto, shall be a part of this Agreement.

IT IS THEREFORE, AGREED:

1. In consideration of the approval by DISTRICT of the plans and specifications for the construction of the work herein referred to and the commitment to be made by DISTRICT for water service to said development, DEVELOPER agrees to do and perform or cause to be done and performed, at DEVELOPER'S own expense and without any cost or liability to DISTRICT, all of the public works and improvements required to be done in a good and workmanlike manner satisfactory to DISTRICT, all in strict conformity and in accordance with the plans and specifications covering said work, the standard specifications and drawings for pipeline construction adopted by DISTRICT and this agreement. DEVELOPER will furnish all transportation, equipment, labor, services, permits, utilities and all other items necessary to complete said work; will pay and

Pre-mail reviewed by: _____ Date: _____

Submittal reviewed by: _____ Date: _____

SAMPLE

discharge all bills and claims arising out of the performance of said work; and will furnish accurate "as constructed" plans. DEVELOPER agrees to rough grade and install all portions of the water system to be located in future streets to conform to final street grade.

DISTRICT, without liability to DISTRICT, DISTRICT'S Engineer and their consultants, and each of their directors, officers, employees and agents, may require such changes, alterations or additions to the plans and specifications which do not exceed ten percent (10%) of the original DISTRICT estimated cost of the work as may be determined necessary or desirable by DISTRICT in its sole discretion, including those necessary due to errors or omissions in the approved plans or specifications. Changes, alterations or additions greater than this 10% limitation may be made for unforeseen conditions such as rock excavation, unstable soil conditions or high water tables requiring dewatering.

2. DEVELOPER agrees that all of the work covered by this agreement will be completed on or before

_____.

(Not to exceed one year from effective date above)

In the event that the work is not completed by the above date, any new commitment for water service shall be subject to the ordinances, rules, regulations and policies of DISTRICT in effect when DEVELOPER applies for an extension of time to complete the work covered by this agreement.

3. The DEVELOPER or DEVELOPER'S contractor shall procure and maintain, during the life of the AGREEMENT, adequate worker's compensation, public liability and property damage insurance. The specific requirements for insurance as set forth in this article shall be considered as minimum requirements.

The DEVELOPER or DEVELOPER'S contractor shall procure and maintain, during the life of this AGREEMENT, such comprehensive general liability and property damage insurance necessary to protect him and the DISTRICT or any subcontractor performing work under this AGREEMENT from all claims for bodily injury, including accidental death and property damage claims arising from operations under this AGREEMENT, whether such operations are the DEVELOPER's or DEVELOPER's contractor. The DISTRICT shall be named as additional primary insured on the DEVELOPER's policy without offset against their existing insurance and the certificate of insurance shall include reference to such provisions.

<u>Minimum Scope of Insurance</u>

Coverage shall be at least as broad as:

A. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
B. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
C. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

SAMPLE

Minimum Limits of Insurance

DEVELOPER or DEVELOPER'S contractor shall maintain limits no less than:

A. General Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general and products-completed operations aggregate limit is used, either the general and products-completed operations aggregate limit shall apply separately to this project/location or the general and products-completed operations aggregate limit shall be twice the required occurrence limit.
B. Automobile Liability: $1,000,000 per accident for bodily injury and property damage covering (any auto) or if DEVELOPER has no owned autos, (hired) and (non-owned).
C. Employer's Liability: $1,000,000 per occurrence for accident, bodily injury or disease.

Waiver of Subrogation: The DEVELOPER or DEVELOPER'S contractor agrees to waive all rights of subrogation against DISTRICT, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by DEVELOPER or DEVELOPER'S contractor for DISTRICT; but this provision applies regardless of whether or not DISTRICT has received a waiver of subrogation from DEVELOPER or DEVELOPER'S contractor.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT. At the option of the DISTRICT, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the DISTRICT, its officers, officials, employees and authorized volunteers; or the DEVELOPER or DEVELOPER'S contractor shall provide a financial guarantee satisfactory to the DISTRICT guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

A. The DISTRICT, its directors, officers, employees, and authorized volunteers are to be covered as additional insureds with respect to liability both (i) arising out of automobiles owned, leased, hired or borrowed by or on behalf of the DEVELOPER or DEVELOPER'S contractor; and (ii) arising out of work or operations performed by or on behalf of the DEVELOPER including materials, parts or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the DEVELOPER's or DEVELOPER'S contractor insurance, using ISO endorsement CG2010, CG2037, or equivalent, or as a separate owner's policy.
B. For any claims related to this project, the DEVELOPER's or DEVELOPER'S contractor insurance coverage shall be primary insurance as respects the DISTRICT, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the DISTRICT, its directors, officers, employees, or authorized volunteers shall be excess of the DEVELOPER's or DEVELOPER'S contractor insurance and shall not contribute with in.

SAMPLE

C. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by mail, has been given to the DISTRICT, except for non-payment of premium for which ten (10) days prior notice will be given. For purposes of this notice requirement, any adverse material change in the policy prior to its expiration shall be considered a cancellation. The DEVELOPER or DEVELOPER'S contractor shall, upon demand of the DISTRICT, deliver to the DISTRICT all such policy or policies of insurance and the receipts for payment of premiums thereon.

Acceptability of Insurers

NOTICE: To be acceptable, insurers must meet one of the following criteria:

A. Be an "admitted insurer" in the State of California for the classes of insurance required and, in accordance with the current A.M. Best Company Rating, have a policy holder's rating of "A-" or better and a financial rating of VII or better.

B. If not an "admitted insurer" in the State of California, for all of the classes of insurance required, have an agent for service of process in California and, in accordance the current A.M. Best Company Rating, have a policy holder's rating of "A-" or better and a financial rating of VII or better.

Verification of Coverage

DEVELOPER or DEVELOPER'S contractor shall furnish the DISTRICT with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the standard ACORD insurance form or on another form approved by the DISTRICT, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Contractors

DEVELOPER shall include all contractors as insureds under its policies or shall furnish separate certificates and endorsements for each contractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4. DEVELOPER shall, at DEVELOPER'S sole cost and expense, be solely and completely responsible for all matters affecting the prosecution, progress and completion of the work (both on and off the jobsite) and for observing all laws and providing for public convenience and safety; safety of workers (including his workers and those of his contractors, subcontractors and suppliers and others contributing to the work) and others; protection of property and rights of others, including the location, maintenance and replacement of utilities whether shown on the plans or not; prior notification to utility owners; drainage from storm runoff and all easements, rights of way and encroachment permits. Nothing in the agreement, these specifications or other contract documents or DISTRICT'S approval of the plans and specifications or inspection of the work is intended to include a review, inspection, acknowledgment of or responsibility for any such matters, and DISTRICT, DISTRICT'S Engineer and their consultants, and each of their directors, officers, employees and agents shall have absolutely no responsibility or liability therefor.

SAMPLE

5. To the fullest extent permitted by law, DEVELOPER shall defend, indemnify and hold harmless DISTRICT, DISTRICT'S Engineer and their consultants, and each of their directors, officers, agents and employees from and against any and all liability, claims, damages, losses, expenses and other costs, including costs of defense and attorneys' fees, arising out of or resulting from or in connection with the performance of the work or any act or omission of DEVELOPER or any of its officers, employees, representatives or subcontractors, or any person or entity employed directly or indirectly by DEVELOPER or any of its subcontractors, or anyone for whose acts or omission any of them may be liable, regardless of whether or not it is caused in part by any act or omission (whether active, passive or comparative negligence) of a party indemnified hereunder; provided, however, that the foregoing defense, indemnity and hold harmless obligations shall not apply to any loss, damage or injury caused solely and exclusively by the fault or negligence of a party indemnified.

   As to any and all claims against the indemnified parties by any employee of the DEVELOPER, any contractor, any subcontractor, any supplier, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraphs 5 and 6 hereof 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 DEVELOPER or any contractor, subcontractor, supplier or other person under workers' compensation acts, disability benefit acts or other employee acts, nor limited, reduced or prorated by the existence of any insurance provided to the party indemnified.

   The obligations of the DEVELOPER under paragraphs 5 and 6 hereof shall not extend to the liability of the indemnified parties arising out of or resulting from or in connection with the preparation or approval of maps, drawings, opinions, reports, surveys, designs or specifications, providing that the foregoing was the sole and exclusive cause of the loss, damage or injury.

6. The DEVELOPER shall also defend, indemnify and hold harmless DISTRICT, DISTRICT'S Engineer and their consultants, and each of their directors, officers, employees and agents from and against all losses, expenses, damages (including damages to the work itself), attorneys' fees and other costs which any of them may incur with respect to the failure, neglect or refusal of DEVELOPER to faithfully perform the work and all of DEVELOPER'S obligations under the contract. Such costs, expenses and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.

7. Simultaneously with the execution of this agreement, DEVELOPER shall furnish and deliver to DISTRICT, at no expense to DISTRICT, a payment bond and a faithful performance bond each in the amount of ►$___(cost as estimated by DISTRICT), and a warranty bond in the amount of ►$_____(10% of cost as estimated by DISTRICT). Bonds shall be notarized and furnished by surety companies satisfactory to the DISTRICT on forms furnished by DISTRICT. No alterations or substitutions of said forms will be allowed. To be approved by DISTRICT, sureties must be licensed to do business in and have an agent for service of process in California and (a) be on the accredited list of the United States Treasury Department, and their bonds will be limited to such amounts as would be acceptable to the Treasury Department, or (b) satisfy the requirements of an “admitted surety” as defined in California Code of Civil Procedure Section 995.120.

   None of the following shall in any way affect the obligations of any surety, and each surety waives notice thereof: (a) any change, extension of time, alteration or addition to the terms of the agreement or the work to be performed or the plans and specifications therefor, or (b) any

SAMPLE

matters unknown to surety which might affect surety's risk except that DISTRICT will advise surety upon written request of the following: (1) any written claims it receives from unpaid subcontractors or suppliers, and (2) any written orders received from other public authorities charging violations of laws, ordinances or regulations, and (3) failure of DEVELOPER to comply with any written notice to correct defective work. The obligations of DEVELOPER shall not in any way be limited by the amount of such bonds.

8. If checked here, ► (___), in lieu of the bonds provided for in the preceding paragraph, DEVELOPER may furnish DISTRICT either an Instrument of Credit or an Agreement of Deposit as security for the faithful performance of this agreement (in amount not less than 100% of the cost as estimated by DISTRICT) and for payment of those furnishing materials, labor or equipment (in amount not less than 100% of the cost as estimated by DISTRICT). Said security agreements shall be on forms furnished by DISTRICT. No alterations or substitution of said forms will be allowed. The obligations of DEVELOPER shall not in any way be limited by the amount of the security required.

9. DEVELOPER agrees to pay to DISTRICT, on demand, the full amount of all of DISTRICT'S costs incurred in connection with the work and this agreement, including inspection, materials furnished, attorneys' fees incurred in connection with preparing and negotiating this agreement, and all other expenses (including engineers' and attorneys' fees) of DISTRICT directly attributable to the work and this agreement, plus a reasonable amount for DISTRICT'S overhead in connection therewith, plus any applicable fees of DISTRICT. DEVELOPER shall deposit with DISTRICT concurrently with the execution of this agreement the sum of ►$_____ being the estimated amount of DISTRICT'S expenses and applicable fees. Should the applicable fees and expenses incurred by DISTRICT be in excess of said deposit, DEVELOPER shall pay the amount of such excess to DISTRICT on demand. Should DISTRICT'S applicable fees and expenses be less than the amount deposited, DISTRICT shall refund to DEVELOPER the difference, without interest, upon completion of the work and its acceptance by DISTRICT.

10. Until such time as all improvements proposed to be constructed in said development, including streets, curbs, drains, sewers, gas and utility lines, grading, etc., have been completed and accepted by DISTRICT and all other public authorities having jurisdiction, DEVELOPER shall be responsible for the care, maintenance of and any damage to the water mains or water system within the proposed development which is covered by this agreement. When the work or any portion of it is sufficiently complete to be utilized or placed into service, the DISTRICT shall have the right upon written notification to the DEVELOPER to utilize such portions of the work and to place the operable portions into service and to operate same.

    Upon said notice and commencement of utilization or operation by the DISTRICT, the DEVELOPER shall be relieved of the duty of maintaining the portions so utilized or placed into operation; provided, however, such use and operation shall not relieve the DEVELOPER of the full responsibility for completing the work in its entirety, for making good defective work and materials, for protecting the work from damage and for being responsible for damage and for the work as set forth herein, nor shall such action by the DISTRICT be deemed completion and acceptance, and such action shall not relieve the DEVELOPER or DEVELOPER'S sureties and insurers of the provisions hereof relating to indemnity and guarantees.

SAMPLE

11. Acceptance of the work shall only be by action of the Board of Directors of DISTRICT. Neither the acceptance nor any prior inspections or failure to inspect shall constitute a waiver by DISTRICT of any defects in the work. From and after acceptance, the work shall be owned and operated by DISTRICT.

The DEVELOPER guarantees all work for a period of one (1) year after the date of acceptance of the work by the DISTRICT and shall repair and replace any and all such work, together with any other work which may be displaced in so doing, that may prove defective in workmanship and/or materials within the one-year period from date of acceptance without expense whatsoever to the DISTRICT, ordinary wear and tear and unusual abuse or neglect excepted. In the event of failure to comply with the above-mentioned conditions within one (1) week after being notified in writing, the DISTRICT is hereby authorized to proceed to have the defects repaired and made good at the expense of the DEVELOPER, who hereby agrees to pay the cost and charges therefor immediately on demand.

If, in the opinion of the DISTRICT, nonconforming work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the DISTRICT or to prevent interruption of operations of the DISTRICT, the DISTRICT will attempt to give the notice required by this paragraph. If the DEVELOPER cannot be contacted or does not comply with the DISTRICT'S request for correction within a reasonable time as determined by the DISTRICT, the DISTRICT may, notwithstanding the provisions of this paragraph, proceed to make such correction or provide such attention, and the costs of such correction or attention shall be charged against the DEVELOPER.

Corrective action by the DISTRICT will not relieve the DEVELOPER of the guarantees and indemnities provided in this paragraph or elsewhere in this agreement.

This paragraph does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer or supplier gives a longer guarantee period. DEVELOPER agrees to act as a co-guarantor with such manufacturer or supplier and shall assign and/or furnish DISTRICT all appropriate guarantee or warranty certificates upon completion of the project. No guarantee period whether provided for in this section or elsewhere shall in any way limit the liability of DEVELOPER or DEVELOPER'S sureties and insurers under the indemnity or insurance provisions of this agreement.

12. DEVELOPER shall, at DEVELOPER'S sole cost and expense, furnish DISTRICT with appropriate easements (documented using DISTRICT's Standard Easement form) to allow DISTRICT to access, operate, maintain, inspect, repair, replace and reconstruct the entire water system covered by this AGREEMENT, including offsite lines, free and clear of all liens, encumbrances, restrictions and covenants other than current real property taxes then a lien but not yet payable, before the water system will be connected to the DISTRICT's distribution system. As a condition to recordation of said easements, DEVELOPER, at DEVELOPER'S sole cost and expense, shall furnish DISTRICT with an acceptable title insurance policy in the sum of ►$_____ per square foot of the land covered by each easement insuring DISTRICT has title as above required; however, said policy shall not be of an amount less than ►$_____ shall include an endorsement insuring DISTRICT against mechanic's lien claims arising out of the performance of the work. Said easement shall be in standard easement form acceptable to DISTRICT, shall be not less than the width DISTRICT determines necessary to maintain said system and shall be recorded prior to DISTRICT accepting the work

SAMPLE

or furnishing water to any portions of the lands within the development (other than construction water as may be delivered under a temporary service agreement with DEVELOPER).

13. The DEVELOPER shall be as fully responsible to the DISTRICT for the acts and omissions of his contractor and of the persons directly or indirectly employed by his contractor as he is for the acts and omissions of persons directly or indirectly employed by himself. Nothing contained in the agreement shall create any contractual relationship between any contractor or others and the DISTRICT. The DEVELOPER shall bind every contractor to be bound by the terms of this agreement.

    The performance of the agreement may not be assigned, except upon the prior written consent of the DISTRICT. Consent will not be given to any proposed assignment which would relieve the DEVELOPER or his surety of their responsibilities under the agreement, nor will the DISTRICT consent to any assignment of a part of the work under agreement.

    Consent is hereby given to DEVELOPER having the work performed by

    ►_____

    Contractor's Name License Number/Class

    ►_____

    Address Phone Number

    (Insert name of licensed Class A or Class C34 Contractor if work is not to be performed by DEVELOPER with his own forces). If none is named, DEVELOPER hereby represents to DISTRICT that DEVELOPER will perform the work with his own forces and represents that he now has and will maintain a valid California Class A or Class C34 Contractor's License.

14. If the DEVELOPER refuses or fails to prosecute the work or any separable part thereof with such diligence as will ensure its completion within the time specified herein, or any extension thereof; or fails to complete such work within such time; or if the DEVELOPER should be adjudged a bankrupt; or if he should make a general assignment for the benefit of his creditors; or if a receiver should be appointed on account of his insolvency; or if he, his contractor or any of their subcontractors should violate any of the provisions of this agreement; or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials to complete the work in the time specified; or if he should fail to make prompt payment to subcontractors or for materials or labor; or if he should persistently disregard laws, ordinances or instructions of the DISTRICT, the DISTRICT may serve written notice upon the DEVELOPER and his surety of its intention to declare this agreement in default, said notice to contain the reasons for such intention to declare a default, and, unless within ten (10) days after the service of such notice such violations shall cease and satisfactory arrangements for the corrections thereof be made, this agreement shall upon the expiration of said ten days be in default.

    Upon such default, the DISTRICT shall serve written notice thereof upon the surety and the DEVELOPER, and the surety shall have the right to take over and perform this agreement; provided, however, that if the surety within 15 days after the serving upon it of a notice of default does not give the DISTRICT written notice of its intention to take over and perform this

SAMPLE

agreement or does not commence performance thereof within 30 days from the date of serving said notice, the DISTRICT may take over the work and prosecute the same to the extent of completion it deems necessary by contract or by any other method it may deem advisable for the account and at the expense of the DEVELOPER, and his surety shall be liable to the DISTRICT for any cost or other damage occasioned the DISTRICT thereby, and in such event the DISTRICT may, without liability for so doing, take possession of and utilize in completing such work, such materials, appliances, plants and other property belonging to the DEVELOPER that may be on the site of the work and be necessary therefor. For any portion of such work that the DISTRICT elects to complete by furnishing its own employees, materials, tools and equipment, the DISTRICT shall receive reasonable compensation therefor.

DISTRICT may, at its option, elect not to complete any or all of the work and may elect not to accept any of the work already completed. If DISTRICT elects not to accept any of the work, then all DISTRICT'S obligations to DEVELOPER and the lands to be served shall terminate. DISTRICT'S obligations to DEVELOPER and the lands to be served shall continue to the extent of any acceptance, subject to DISTRICT'S right to offset any sums due it.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

15. If the work is suspended or otherwise not continuously prosecuted for any cause whatsoever, within or without the time for completion, DEVELOPER shall, at his sole cost and expense, remove and replace all or any portion of the work already completed and inspected which the DISTRICT, in its sole discretion, determines could have been damaged.

16. Should DISTRICT engage an attorney to enforce any provision of this agreement or to defend any claim brought by anyone arising out of the failure of DEVELOPER to perform any of its obligations under this agreement, DEVELOPER shall pay all of DISTRICT'S attorneys' fees incurred in connection therewith, with or without suit.

17. If checked here, ► (__), and provided DEVELOPER has fully complied with all of the terms of this agreement, DISTRICT will, without interest, reimburse DEVELOPER to the extent set forth in the attached Reimbursement and Refund Schedule and Conditions which DEVELOPER accepts as the amount and conditions governing DEVELOPER'S entitlement to reimbursement and refund under DISTRICT'S existing rules, regulations, ordinances and policies. Unless checked above and schedule signed by both parties is attached, DEVELOPER is to receive no reimbursement from DISTRICT.

18. If checked here ► (_X_), this agreement is subject to additional terms and conditions set forth in the attached Supplement to Standard Agreement signed by both parties.

19. As a condition of acceptance, DEVELOPER shall furnish DISTRICT final As-Built water improvement plans (Record Drawings) which shall include tract/parcel maps and grading plans with electronic files saved in the latest DISTRICT'S AutoCAD version on PC-formatted compact disks. The deposit amount of ►$_____ (►___# of sheets @ $►_____/sheet) shall be refundable after the record drawing requirements are satisfactorily submitted upon completion of the work and its acceptance by DISTRICT.

SAMPLE

DEVELOPER shall make application for all applicable water services shown on said plans and shall pay to DISTRICT all connection, installation, system expansion, service area charges, water development fees and other fees and charges (including meter and fire sprinkler lateral installation and connection charges) required under any present or future established ordinances, rules, regulations and policies of DISTRICT for each of the existing or proposed improvements as shown on the improvement plans referred to in paragraph (c). The amounts paid shall be nonrefundable.

DEVELOPER further agrees to pay all then-current fees and charges for meters and fire sprinkler system connections for which application is made in order to keep in force the commitment for water service made by DISTRICT under this contract.

20. This AGREEMENT is between DEVELOPER and DISTRICT, and except as to the approved contractor listed in paragraph 13 above, DEVELOPER may not transfer, hypothecate, assign, or otherwise convey any of the rights or liabilities hereunder to any other person or entity, without the prior written permission of District, which shall not be unreasonably withheld or delayed. Any such transfer shall be conditioned upon the putative transferee accepting and assuming, in writing, all unfulfilled obligations of this AGREEMENT, all labor, performance, payment, and other bonds remaining in full effect, the putative transferee meeting all insurance requirements hereunder, and any deposits made with the DISTRICT remaining so deposited. In the event DEVELOPER intends to transfer any right or obligation hereunder, whether independently or as part of any transfer of all or any part of the development being undertaken by DEVELOPER, DEVELOPER shall provide written notice of such intent to DISTRICT, not less than ten (10) business days prior to the effective date of any such transfer. DISTRICT'S obligations hereunder, including any obligations to provide any refunds under paragraphs 9 or 17 of this AGREEMENT, shall be to DEVELOPER and to no other party, absent a written assumption of this AGREEMENT by any putative transferee, and approval by DISTRICT in writing of such transfer. DEVELOPER shall defend, indemnify and hold harmless DISTRICT, DISTRICT'S Engineer and their consultants, and each of their directors, officers, agents and employees from and against any and all liability, claims, damages, losses, expenses and other costs, including costs of defense and attorneys' fees, arising out of, resulting from, or in connection with any claim by any party to whom DEVELOPER attempted to transfer or assign any right or obligation hereunder, whose alleged transfer was not previously approved in writing by DISTRICT.

SAMPLE

21. DEVELOPER agrees that if it, its employees, agents, or any independent contractors or subcontractors make an unauthorized connection to the District's water system, DEVELOPER shall pay District the estimated value of the water taken without authorization, which shall be deemed to be not less than ►$_____ (refer to current Fee Schedule). The parties agree that it would be difficult to ascertain the exact amount of water which is taken without authorization, particularly if it is taken without the use of a District approved meter, and that a minimum charge of ►$_____ (refer to current Fee Schedule) is reasonable under the circumstances. District will confiscate any hoses, valves or other appurtenances used to make said unauthorized connection and will not return them to the owner.

_____
DEVELOPER Initials
for Acknowledgement

This agreement is executed by DISTRICT pursuant to approval of its Board of Directors on _____ authorizing same, and DEVELOPER has caused this agreement to be duly executed.

VISTA IRRIGATION DISTRICT

By _____
(Authorized Representative) Date

Name ► _____
(Typed or Printed)

Title ___General Manager_____

► (DEVELOPER)

By _____
(Authorized Representative) Date

By _____
(Typed or Printed)

Title _____

By _____
(Authorized Representative) Date

By _____
(Typed or Printed)

Title _____

(Seal, if Corporation)

Address/Phone No. of DEVELOPER
► _____
_____
_____
_____

SAMPLE

SUPPLEMENT TO STANDARD AGREEMENT
FOR CONSTRUCTION OF WATER SYSTEM
(LN ; APN ; I-)

This supplement is attached to and made a part of the above-referenced Standard Agreement for Construction of Water System between DISTRICT and DEVELOPER dated _____.
The following terms and conditions are part of said agreement.

As-Built Deposit (_____ # of sheets @ $_____/Sheet) = ... $
Inspection Deposit…… ..... $

NOTE: Commitments for water service are made by separate documents, such as accepted meter applications or executed construction contracts or by separate letters of commitment. Water service will only be provided under the Rules and Regulations of the District after all required fees have been paid and all District conditions have been satisfied. Prices subject to change.

VISTA IRRIGATION DISTRICT

By _____
(Authorized Representative) Date

Name ► _____
(Typed or Printed)

Title General Manager

► (DEVELOPER)

By _____
(Authorized Representative) Date

Name _____

Title _____

By _____
(Authorized Representative) Date

Name _____

Title _____

(Seal, if Corporation)

Address/Phone No. of DEVELOPER

► _____

_____

_____

_____

Submittal reviewed by: _____ Date: _____

SAMPLE

Bond No. _

PERFORMANCE BOND

(LN ; APN ; I-)

We, ► _____ as Principal,

and _____ as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the Vista Irrigation District (herein called DISTRICT) for payment of the penal sum of

► _____

_____ Dollars (► $_____), lawful money of the United States. DISTRICT and Principal have entered into a contract for the construction of a water system as specified on the approved improvement plans referred to in the "Standard Agreement for Construction of Water System." ("Contract")

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things abide by and well and truly keep and perform the covenants and agreements in said contract, and any alteration thereof made as therein provided on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the DISTRICT, DISTRICT'S Engineer, and their consultants, and each of their directors, officers, employees, and agents, as therein stipulated, this obligation shall become null and void, otherwise, it shall be and remain in full force and effect.

Whenever Principal shall be, and is declared by the DISTRICT to be, in default under the Contract, the DISTRICT having performed the DISTRICT's obligations thereunder, the Surety shall promptly either remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and the DISTRICT, and make available as work progresses (even though there should be a default or succession of defaults under the Contract or Contracts of completion arranged under this Paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in the first executory Paragraph hereof. The term "balance of the contract price" as used in this Paragraph shall mean the total amount payable to Principal by the DISTRICT under the Contract and any modifications thereto, less the amount properly paid by the DISTRICT to the Principal.

Surety expressly agrees that the DISTRICT may reject any contractor or subcontractor (in accordance with this Contract) that may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize Principal in completing the Contract nor shall Surety accept a Bid from Principal for completion of the Work if the DISTRICT, when declaring the Principal in default, notifies Surety of the DISTRICT's objection to Principal's further participation in the completion of the Work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the District named herein or the successors or assigns of the DISTRICT.

Surety and Contractor shall provide DISTRICT notice thirty (30) calendar days prior to any modification, renewal, or termination of this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the DISTRICT is required to engage the services of an attorney and/or expert in connection with the enforcement of this bond, each shall pay DISTRICT'S reasonable attorneys' fees and/or experts' fees incurred, with or without suit, in addition to the above sum.

SAMPLE

Bond No. _____

Executed one original on _____, 20___.

(SEAL IF CORPORATION)

By _____
(Authorized Representative of Principal)

Title _____

By _____
(Authorized Representative of Principal)

Title _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES OF PRINCIPAL)

MUST BE NOTARIZED

Any claims under this bond may be addressed to: (check one)

Surety's agent for service of process in California: ( ) _____
Surety Company

_____
Name

_____
Street Number

_____
Street Number

_____
City and State

_____
City and State

_____
Telephone Number

_____
Telephone Number

By _____
(Attorney in Fact or other Representative)

(ATTACH ACKNOWLEDGEMENT)

( ) _____
Company

_____
Street Number

_____
City and State

_____
Telephone Number

APPROVED:

_____
(Attorney for DISTRICT)

To be approved by DISTRICT, sureties must be licensed to do business in and have an agent for service of process in California and (a) be on the accredited list of the United States Treasury Department, and their bonds will be limited to such amounts as would be acceptable to the Treasury Department, or (b) satisfy the requirements of California Code of Civil Procedure Section 995.660.

(**NOTICE:** No substitution or revision to this bond form will be accepted.)

SAMPLE

Bond No. _____

PAYMENT BOND
(LN ; APN ; I-)

We, ► _____ , as Principal,

and _____, as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the Vista Irrigation District (herein called DISTRICT) for payment of the penal sum of

► _____

_____ Dollars ► ($_____), lawful money of the United States. DISTRICT and Principal have entered into a contract for the construction of a water system as specified on the approved improvement plans referred to in the "Standard Agreement for Construction of Water System."

If said Principal, or any subcontractor of said Principal, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, or for amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department, said surety will pay the same in the amount not exceeding the sum specified above, and, in the event suit is brought upon this bond, reasonable attorney fees to be fixed by the court. This bond shall inure to the benefit of the District and of any persons, companies, or corporations, or their respective assigns, entitled to file claims under applicable State law, including, but not limited to, California Civil Code Section 3181.

Surety and Contractor shall provide District notice thirty (30) calendar days prior to any modification, renewal, or termination of this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk shall in any wise affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should DISTRICT become a party to any action on this bond each will also pay DISTRICT'S reasonable attorneys' fees and/or experts' fees incurred therein in addition to the sums above set forth.

Executed one original on _____, 20 _____.

(SEAL IF CORPORATION)

By _____
(Authorized Representative of Principal)

Title _____

By _____
(Authorized Representative of Principal)

Title _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES OF PRINCIPAL)

MUST BE NOTARIZED

SAMPLE

Any claims under this bond may be addressed to: (check one)

Surety's agent for service of process in California: ( )

_____
Name

_____
Street Number

_____
City and State

_____
Telephone Number

_____
Surety Company

_____
Street Number

_____
City and State

_____
Telephone Number

_____
By
(Attorney in Fact or other Representative)

(ATTACH ACKNOWLEDGEMENT)

( )

_____
Company

_____
Street Number

_____
City and State

_____
Telephone Number

APPROVED:

_____
(Attorney for DISTRICT)

To be approved by DISTRICT, sureties must be licensed to do business in and have an agent for service of process in California and (a) be on the accredited list of the United States Treasury Department, and their bonds will be limited to such amounts as would be acceptable to the Treasury Department, or (b) satisfy the requirements of California Code of Civil Procedure Section 995.660.

(NOTICE: No substitution or revision to this bond form will be accepted.)

SAMPLE

Bond No. _____

WARRANTY BOND
(LN ; APN ; I-)

We, _____ as Principal,

and _____ as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the Vista Irrigation District (herein called DISTRICT) for payment of the penal sum of

► _____ Dollars
($► _____), lawful money of the United States.

Principal has requested water service and agrees to construct the water system as specified on the approved improvement plans entitled: ► _____.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the above bound Principal shall remedy without cost to the DISTRICT any defects which may develop during a period of one (1) year from the date of completion and acceptance of the work performed under said contract provided such defects are caused by defective or inferior materials or workmanship, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

Principal and Surety agree that if the DISTRICT is required to engage the services of an attorney and/or expert in connection with the enforcement of this bond, each shall pay DISTRICT'S reasonable attorneys' fees and/or experts' fees incurred, with or without suit, in addition to the above sum.

Executed one original on _____, 20___.

(SEAL IF CORPORATION)

By _____
(Authorized Representative of Principal)

Title _____

By _____
(Authorized Representative of Principal)

Title _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES OF PRINCIPAL)

MUST BE NOTARIZED

SAMPLE

Any claims under this bond may be addressed to: (check one)

Surety's agent for service of process in California: ( )

_____
Surety Company

_____
Name

_____
Street Number

_____
Street Number

_____
City and State

Bond No. _____

_____
City and State

_____
Telephone Number

_____
Telephone Number

By _____
(Attorney in Fact or other Representative)

(ATTACH ACKNOWLEDGEMENT)

( )

_____
Company

_____
Street Number

_____
City and State

_____
Telephone Number

APPROVED:

_____
(Attorney for DISTRICT)

To be approved by DISTRICT, sureties must be licensed to do business in and have an agent for service of process in California and (a) be on the accredited list of the United States Treasury Department, and their bonds will be limited to such amounts as would be acceptable to the Treasury Department, or (b) satisfy the requirements of California Code of Civil Procedure Section 995.660.

(**NOTICE:** No substitution or revision to this bond form will be accepted.)

SAMPLE

EXHIBIT C

Fire Flow Information Request (sample)

VISTA IRRIGATION DISTRICT

1391 ENGINEER STREET
VISTA CA 92081-8840
(760) 597-3116 / (760) 597-2632 FAX
www.vidwater.org

Check One:

_____ Hydraulic Analysis
Submit AutoCAD Drawing
Fee: See current Price List

_____ Fire Flow Analysis
Fee: See current Price List

FIRE FLOW INFORMATION REQUEST

Complete top of form, sign, and submit with check payable to Vista Irrigation District.

Required fire flow in gpm at 20 psi: _____ (Contact Fire Agency for Required Flow)

Purpose of request (check one): Flow availability ____ Fire Sprinkler design ____ Other _____

Location where flow information is desired (be specific): _____

_____

A.P.N.: _____ City or County Ref. No.: _____

Requestor's Name: _____ Date: _____

Mailing Address: _____

Telephone: _____ Email: _____

_____ _____
Requestor's Signature Engineering Dept. Initials

To be completed by Vista Irrigation District

Assumed Elevation _____ Map No. _____ Zone _____
Static Pressure _____ psi Node _____
Maximum Day Residual _____ psi Street Main Size _____
Fire Flow Available _____ gpm at _____ psi residual pressure LN _____
Comments: _____

_____
_____
_____
_____
_____
_____

The flow predicted above was developed using a computer model and is not an actual field flow test. The computer simulation is based on a maximum day system demand with no part of the water system upstream of the fire flow demand point having less than 20 psi residual pressure. ***All predicted flows are street water main flows and do not simulate flow available from a fire hydrant or fire sprinkler system.***

The District makes no guarantee that these flows are presently available, nor do we guarantee that these flows will be available in the future due to continued growth that places additional demands for water on our water distribution system. Availability of flow is also subject to shutdowns and variations required by the operation of the District's distribution system.

If you have any other questions involving the availability of fire flow to your properties, please contact our Engineering Department at (760) 597-3116.

_____ _____
Randy Whitmann, Director of Engineering Date
cc: Fire Agency Map Attached ☐

SAMPLE