

6.0 PRE-CONSTRUCTION AND CONSTRUCTION PROCEDURES

All water and sewer facility projects shall be constructed by Developer and inspected by Western's inspectors. Work performed without the knowledge or the observation of a Western inspector will not be accepted. An outline of the required steps to construct water and sewer facilities are set forth in Section 6.01. The steps for the pre-construction and construction procedures are illustrated in a flow chart in Section 6.03.01; and outlined in greater detail in Section 6.02

6.01 CONSTRUCTION STEPS

1. Western's Development Services sends Developer a Fee Letter or Fee Quote and Pre-construction Requirements. See Section 6.03.02.
2. All required pre-construction documents must be received prior to issuing a Notice to Proceed.
3. Development Services notifies Western's Construction Manager when all pre-construction requirements have been received.
4. Western's Construction Manager issues a Notice to Proceed.
5. Developer schedules a pre-construction meeting with Western's Inspector.
6. Western, Developer, Developer's Engineer, Geotechnical Consultant, Contractor, and any affected public agencies attend pre-construction meeting, see Sections 6.03.8 and 6.03.10.
7. Developer's Contractor constructs and tests water and/or sewer system facilities per Western's specifications.
8. Developer's Contractor connects to existing water and sewer facilities.
9. During construction developer shall complete and maintain redline as-built drawings.
10. Inspection deposit must be kept current throughout construction phase.
11. Development Services provides Developer a Meter Cost Worksheet outlining meter and jumper fees due, see Section 6.03.09.
12. Developer's Contractor sets meter boxes.
13. Jumpers can now be utilized by the Developer to use water and Western's inspector contacts the developer to advise him when jumpers may be installed.
14. Western's Construction Manager submits Service Order(s) ordering drop-in meters to Western's meter installer's supervisor.
15. Western installs the meter(s) 2" or smaller. Larger meters are provided and installed by Developer.
16. Western's inspector prepares preliminary final construction punch list items.
17. Developer's Contractor completes all punch list items and prepares and submits redline as-built drawings.
18. Western releases lots for occupancy to the City or County.
19. Western provides final inspection and acceptance and issues a Notice of Final Inspection.
20. Notice of Final Inspection is forwarded to Development Services.
21. Western Prepares a Notice of Completion and Grant Deed for the water and/or sewer system facilities.
22. Developer submits a recorded Record Map to Western.
23. Western submits a Notice of Completion (NOC) and Grant Deed to Developer for signature. Developer returns wet-signed NOC and Grant Deed to Western.
24. Western records NOC.

25. Following the Notice of Completion 90 Day lien period, Western submits the Grant Deed for recordation, then fully releases the Labor and Material bond, reduces the Faithful Performance Bond by 90% and holds a 10% retention for one year from the date of Notice of Final Inspection.
26. Western issues a letter to the City or County accepting the water and/or sewer system facilities.

6.02 Pre-construction and Construction Procedures Detail

1. The Developer shall pay the following deposits, fees, and charges
 - Engineering and plan check augmentation, if necessary.
 - Inspection Deposit – The inspection deposit is based on the total length of water and sewer facilities and the number and type of appurtenances to be constructed and must be kept current through construction.
 - Added Facilities Charge (AFC) – The added facilities charge is based on the size and location of water meters to be installed.
 - Meter Fees – Payment is required for each meter. Western will install the meters 2" or smaller on behalf of the Contractor.
 - Jumper Fees – Jumpers are available only for subdivision (tract) development, excluding models, in lieu of setting the service meter while street improvements are being completed. Payment of jumper fees will allow connection of water services until water meters are installed and the lots are released for occupancy.
 - Distribution System Fee (DSF) – Payment of the distribution system fee (acreage charge) is required for all new customers connecting to an existing Western water pipeline. DSF is exempt if Developer is constructing the water pipeline.
 - Sewer connection fee(s).
 - Western Mapping fee.
 - Resource Management fee.
 - New Demand Charge (NDC) – Western's New Demand Charge is a fee that was adopted in response to Metropolitan Water District's (MWD) New Demand Charge. The WMWD-NDC is a fee that MWD assesses its member agencies for new demands that agency places on MWD's system. In turn, Western adopted its own NDC to collect funding from new customers as they connect to the system. After adopting the Western NDC, MWD suspended collection of their NDC with the proviso that it could be reinstated without notice. Western, likewise, also suspended its NDC. At the current time, the fee remains in suspension; however, Developers are advised that Western will reinstate the fee if MWD reinstates its NDC.

2. Submit Three Copies of Water/Sewer System Construction Agreement

Western will prepare the Recycled Water/Water/Sewer System Construction Agreement for execution by the Developer and Contractor. All three copies shall be returned to Western and all three copies shall have original signatures for the Developer and Contractor.

3. Submit Two Copies of Participation/Refund Waiver Agreement (If Applicable)

Western will prepare the Participation/Refund Waiver Agreement for execution by the Developer. Both copies shall be returned to Western and both copies shall have original signatures.

4. Submit Labor and Materials Bond and Faithful Performance Bond

Developer shall provide Western with evidence of a labor and materials bond and a faithful performance bond. Each bond shall be in the amount of the total contract price for construction of the water and sewer facilities.

5. Provide Contractor's Name, Address, and License Number

Developer shall provide Western with the name, address, and license number for the Contractor that will construct the sewer and water system facilities.

6. Provide Certificate of Insurance Naming Western as Additional Insured

Contractor shall provide Western with certificate of insurance and original endorsements in accordance with the insurance requirements as specified in the Water/Sewer Construction Agreement.

7. Provide Copy of Contractor's Bid

Developer shall provide Western with a copy of the Contractor's bid for the water and sewer system facilities. The bid shall include line item costs of all work as specified on the approved construction drawings.

8. Provide Copy of Encroachment Permit (if Working in a Public Right-of-Way)

If the project involves construction within a public right-of-way, Developer shall provide Western with a copy of the encroachment permit from the public agency. Said permit shall allow the Contractor to construct the facilities and shall allow Western to operate and maintain the facilities once completed.

9. Provide Letter from Licensed Engineering Firm that Streets have been graded to Rough-grade

Developer shall submit a letter from a licensed engineering firm stating that streets have been graded to rough-grade (0.2'±).

10. Provide Letter from Developer's Engineering Firm that Curb and Gutters have been constructed or submit a Letter Requesting a Waiver

Developer shall submit a letter from a licensed engineering firm stating that curb and gutters have been constructed. As an alternative, Developer may submit a letter requesting a waiver from construction of the curb and gutters prior to construction of the water pipelines.

11. Easements or Fee Title

Developer shall provide Western with an executed and notarized easement document or a grant deed, for any easements or fee title parcels shown on the water or sewer plans.

12. Soils Report

Developer shall provide Western's staff with a copy of the soils report prepared for the site. Report shall include soil corrosivity.

13. Recorded Map

Developer shall submit a copy of the recorded map (Western requires copy of recorded map prior to recording the Notice of Completion). A blanket easement will be required if the Tract Map is not recorded. Western will not record the blanket easement unless it is necessary to own, operate and maintain facilities.

14. Tract Construction Phasing Maps

Developer shall submit a tract construction phasing map (8½" X 11" format) showing lot numbers and street names.

15. Western Issues Notice to Proceed

Once all of the above items are completed to the satisfaction of Western, then Western's Construction Manager will issue a Notice to Proceed for construction of the water and/or sewer system facilities.

16. Schedule a Pre-construction Meeting with Western's Construction Manager

Developer shall contact Western to schedule a pre-construction meeting with Western's Inspector after the Notice to Proceed has been issued by the Construction Manager. A 48-hour notice is required prior to said pre-construction meeting.

17. Attend Pre-construction Meeting

Pre-construction meeting shall be attended by Developer's representative, Developer's Contractor, construction superintendent, Developer's Engineer, Geotechnical Consultant, City or County representatives, other utility agencies, as well as by Western staff.

18. Provide Copies of Cut Sheets

Contractor shall submit three copies of the construction cut sheets for Western's use during construction. Water pipelines shall be staked at 25' intervals and at all water services, fire hydrants, tees, crosses, elbows, valves, air valves, blow-offs, and grade breaks. Sewers shall be staked at 25' intervals and at all sewer laterals and manholes.

19. Notify Western Regarding Construction Start

Contractor shall notify Western, a minimum of 48 hours prior to construction start.

20. Construct Water and Sewer System Facilities

The water and sewer system facilities shall be constructed by Developer's Contractor per Western's specifications and inspected by Western's inspectors.

21. Compaction Test

Contractor shall furnish evidence that compaction of trenches has been completed to the satisfaction of Western and local agency of jurisdiction.

22. Pressure Test and Disinfect Water System Facilities and Leak Test Sewer System Facilities

After water facilities are completed to the satisfaction of Western's inspector including all items on inspector's construction deficiencies list, and after compaction of trenches has been completed to the satisfaction of the County of Riverside or the City of Riverside, Contractor shall test and disinfect the water facilities in accordance with Western standards. Contractor shall video inspect all welded steel water pipelines 12" or larger prior to testing and disinfection.

After sewer facilities are completed to the satisfaction of Western's inspector including all items on inspector's construction deficiencies list, and after Contractor furnishes evidence that compaction of trenches has been completed to the satisfaction of Western and local agency of jurisdiction. Contractor shall test the sewer facilities in accordance with Western standards. Contractor shall video inspect all sewer pipelines, prior to street surfacing.

23. Pay Meter and Jumper Fees

All meter and jumper fees are due for lots prior to connection. No water will be supplied to any lot until the proper fees have been paid. Jumpers to be provided and installed by Developer.

24. Landscape Meters

The Developer will install the landscape lateral, meter box and backflow device but not the meter. Meters will not be installed until all meter fees have been paid. Meters will be locked off until backflow device has been tested and certified by Western.

25. Connect to Existing Water and Sewer Facilities

After the water system is tested and disinfected, Contractor may connect water facilities to existing water facilities. Contractor shall provide Western two weeks written notification requesting a system shutdown to make connections to existing Western facilities.

For any connection made to existing (previously installed) laterals, the lateral must be flushed and sampled prior to connection.

After all sewer connection fees have been paid, and the sewer system is tested, Contractor may connect sewer facilities to existing sewer facilities, with continuous inspection.

Contractor shall perform all connections with continuous inspection by Western.

26. Meter Installation

Developer will install meter boxes and request inspection in order to schedule meter installation. After Western acceptance of meter box installation meters are scheduled for installation.

27. Western's Inspector Prepares Construction Punch List

After construction of the water and sewer system facilities for the entire tract, Western's inspector will prepare a construction punch list and deliver copies to Contractor.

28. Complete Punch List

Contractor shall complete all items listed on Western's construction punch list.

29. After completion of punch list items and meters are installed, Western will issue a release for occupancy to agency of jurisdiction.

30. As-Builts
Developer shall provide Western's inspector with accurate redline as-built drawings.
31. Final Sewer System Cleaning
Prior to the Final Inspection and after final asphalt cap paving, the sewer main and sewer manholes shall be cleaned. Water jetting and sewer cleaning equipment shall be utilized to complete the final sewer cleaning.
32. Western Issues a Notice of Final Inspection
Once the water system and sewer system facilities have been accepted by Western's inspector, Western will issue a Notice of Final Inspection.

This begins the one-year warranty period.
33. Developer Submits a Recorded Record Map

If a recorded record map has not yet been submitted, Developer shall submit one prior to Western submitting the Notice of Completion and Grant Deed to Developer for Execution.
34. Western Submits Notice of Completion and Grant Deed to Developer

Once Western receives a copy of a recorded tract map, Western will submit the Notice of Completion and Grant Deed to Developer for execution.
35. Developer Returns Executed Notice of Completion and Grant Deed to Western.

Once Developer executes the Notice of Completion and Grant deed, Developer shall return the documents to Western.
36. Western Submits Notice of Completion for Recordation

Once Western receives the executed documents, Western will submit the Notice of Completion to the County Recorder for recordation.
37. Following the 90 Day Lien Period, Western Submits the Grant Deed for Recordation, Fully Releases the Labor & Materials Bond, and Reduces the Faithful Performance Bond

After the Notice of Completion is recorded and following the 90-day lien period, Western will submit the Grant Deed to the County Recorder for recordation fully release the Labor & Materials Bond, and reduce the Faithful Performance Bond by 90%.
38. Western issues a Letter of Acceptance of Water and/or Sewer System
39. Upon satisfaction of all terms of original Construction Agreement the remaining 10% of the Faithful Performance Bond will be released one year from the date of Notice of Final Inspection.

6.03 PRE-CONSTRUCTION AND CONSTRUCTION FORMS INDEX

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6.03.02 Tract Pre-Construction Water & Sewer Checklist – FORM T-1

TRACT DEVELOPMENT CHECKLIST

DEVELOPER'S NAME: _____ TRACT/PM: _____

DATE RECEIVED:

- _____ **Bonds:** Labor & Materials & Faithful Performance or copies from County or City
- _____ **Contracts:** Water/Sewer System Construction Agreement (3 signed originals)
- _____ **Contracts:** Participation Refund or Waiver Agreement (2 signed originals)
- _____ **Contractor:** Name _____
- _____ **Contractor:** Copy of contractor's bid with unit cost breakdown
- _____ **Contractor:** Certificate of Insurance (Western named as additional insured)
- _____ **Deposit:** Engineering and Plan Check augmentation \$ _____
- _____ **Deposit:** Inspection Model Home/common area landscape \$ _____
- _____ **Fees:** Mapping Charge \$ _____
- _____ **Fees:** Model Home Landscape Plan Review Fee \$ _____
- _____ **Fees:** Sewer Connection Fee – See attached cost worksheet.
- _____ **Fees:** Added Facilities Charge / Meters / Jumpers - See attached cost worksheet.
- _____ **Form Letter:** Curb and gutter installed waiver letter: (Developer signs)
- _____ **Form Letter:** Roads graded to sub-grade letter: (Licensed engineer signs)
- _____ **Form Letter:** AFC Deferral Agreement Letter. (Developer signs)
- _____ **Form Letter:** Water Conservation Compliance for Model Homes (Developer)
- _____ **Maps:** Original mylars
- _____ **Maps:** 5 blue line copies of water/sewer plans
- _____ **Maps:** Recorded Record Map: (copy or supply blanket easement)
- _____ **Maps:** Tract Phasing Map: Lot numbers and street names (8½" x 11" Black & White)
- _____ **Maps:** Chart: Lot #'s and pad elevation for entire tract
- _____ **Right of Way:** Type of Easement(s): _____
- _____ **Right of Way:** Encroachment Permit if working in a Public Right of Way
- _____ **Notice to Proceed:** Issued after all line items received and deposits paid.

Western Municipal Water District
14205 Meridian Pkwy., Riverside, CA 92518
Phone (951) 571-7100 FAX (951) 571-7112

6.03.03 Water System Construction Agreement

Main Extension No. _____

WESTERN MUNICIPAL WATER DISTRICT
OF RIVERSIDE COUNTY

Improvement District No. _____

**WATER SYSTEM CONSTRUCTION AGREEMENT
(DEVELOPER INITIATED/CONTRACTOR INSTALLED)**

THIS AGREEMENT is made on this _____ day of _____, 20_____, by and between WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY, a public agency of the State of California with its headquarters at Riverside, California, hereinafter designated as the "District" and _____ located at _____, phone No. _____ represented by _____ hereinafter designated as the "Developer" and _____ located at _____ Phone No. _____ represented by _____ hereinafter designated as the "Contractor".

WHEREAS, Developer is planning a development of _____ lot(s) located in a portion of Section _____, Township _____ South, Range _____ West, San Bernardino Base and Meridian, and such development is referenced within records of the County of Riverside State of California, as _____

_____ and is further identified on the map attached to and made a part of this Agreement; and

WHEREAS, said subdivision will require a water distribution system to provide domestic water service to the lands referenced above; and

WHEREAS, said Developer is desirous of having the District provide domestic water service to said lands and is willing to convey to the District the water distribution system after the construction thereof, contingent upon the District's acceptance of such conveyance on the terms and conditions set forth herein,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Developer will comply with the District's regulations for planning domestic water systems. These regulations, which may be amended from time to time, are incorporated herein by reference.
2. The Developer shall deposit with the District, costs to cover necessary engineering services permits, inspection and water system connection costs in an amount estimated by the District.
3. The Developer shall contract for the design to be prepared by a licensed engineer experienced in the design of similar systems.
4. The domestic water system to service said lands shall comply with the District's specifications and construction plans shall be approved by the District prior to the presentation thereof to Contractors for bidding purposes. Such domestic water systems

shall include all pipelines, valves, hydrants and appurtenances.

5. The Developer will contract for the services of a licensed and qualified Contractor to construct the system. Said contract shall be signed by Developer and the licensed Contractor. Said Contractor shall be currently licensed by the State of California with a General Engineering Contractor, "A" license. Said Contractor shall be experienced in the construction of domestic water systems and shall have been reviewed by the District and listed by the District as qualified Contractor before a contract is signed and actual system construction begins.
6. The entire cost of the construction of such domestic system shall be paid by the Developer. Such construction shall be inspected by District personnel for conformance with the approved plans and specifications. Whenever the Contractor desires to work outside the regular or specified work periods or to vary the work period during any particular day, he shall request permission from the District at least 24 hours in advance so that inspection services may be provided. If the District grants permission and if the work period includes hours outside the normal work hours of the District, the Contractor shall pay for the inspection services provided outside of normal work hours in accordance with established District rates. Construction shall not begin until the "Notice to Proceed" is given by the District inspector nor until the Developer, or other authorized party, completes a "CERTIFICATION OF STREETS TO FINAL GRADE" for the streets in which the water pipelines are to be constructed. District inspection is for the purpose of conformance of construction with District requirements, and not for compliance by the Contractor with safety requirements. Inspection or final acceptance shall not constitute a waiver by the District of any claims against Developer and/or Contractor for any defects in the work performed hereunder.
7. Developer shall guarantee the completion of construction on _____, 20____. Developer shall comply with Paragraph 9 herein.
8. Developer agrees to pay all costs incurred by the District as may be necessary to complete construction, including administrative costs, or to secure compliance with the provisions on Paragraph 11.
9. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or sub-contractors.
 - A. Coverage shall be at least as broad as:
 - (i) Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability coverage ("occurrence" form CG 001).
 - (ii) Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1, "any auto" and endorsement CA 0025.
 - (iii) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability Insurance.
 - B. Limits of Insurance shall be:
 - (i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - (ii) Automobile Liability: \$1,000,000 combines single limit per accident for bodily injury and property damage.

- (iii) Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
- C. Any deductible 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 deductible or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- D. The Contractor shall provide endorsements on the forms attached hereto as Exhibits A, B, & C to add the following provisions to the insurance policies:
 - (i) General Liability and Automobile Liability Coverages:
 - (1) The District, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers officials, employees or volunteers.
 - (2) The Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the District, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officers, officials, employees or volunteers.
 - (4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (ii) Workers' Compensation and Employers Liability Coverage:
 - (1) The insurer shall agree to waive all rights of subrogation against the District, its officers, officials, employees or volunteers for losses arising from work performed by the Contractor.
 - (iii) All Coverages:
 - (1) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
- E. Contractor shall furnish the District with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the District. Where by statute, the District's Workers' compensation-related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. 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, at any time.
- F. Contractor shall include all sub-contractors as insureds under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for sub-contractors shall be subject to all of the requirements stated herein.

10. Developer shall provide the District with bonds or evidence of bonds as follows:
 - A. A performance bond with corporate surety or sureties satisfactory to the District said performance bond being for not less than one hundred percent (100%) of the total contract price as referenced in Paragraph 11 (v).
 - B. A labor and materials payment bond being for not less than one hundred percent (100%) of the total contract price as referenced in Paragraph 11 (v).
11. The District's Inspector shall complete a "Notice of Final Inspection" when all work has been completed in accordance with District requirements, and prior to the Acceptance of said domestic water system by the District. Also, the Developer shall furnish to the District any and all requested documents including, but not limited to, the following:
 - (i) Easement Deed or Grant Deed to any rights-of way or other real property interests necessary for roads, for ingress and egress, and for maintenance and operation of the domestic water system;
 - (ii) A Declaration by the Contractor that he has been paid in full and that all persons employed by the Contractor or who have furnished material for the construction of the water system have been paid in full;
 - (iii) The executed Notice of Completion to be filed by the District;
 - (iv) A Grant Deed executed by the Developer vesting title of said water system and appurtenances to the District;
 - (v) A copy of the contract between Developer and Developer's Contractor or other documents which verify the actual cost of the domestic water system as installed.
 - (vi) Payment to the District by the developer of any and all applicable fees including, but not limited to Added Facilities Charge, Distribution System Fee, and meter installation fees.
12. The Contractor shall guarantee that the entire work constructed and all materials furnished will meet all the requirements specified herein. This warranty shall include both the quality of the workmanship and the materials used as well as that of sub-contractors and suppliers.
 - A. The Contractor shall agree to make any repairs or replacements made necessary by defective materials or workmanship in the pipe materials supplied which have become evident within one year after date of recording Notice of Completion, and to restore to full compliance with the requirements of these specifications, including the test requirements, any part of the water system, which during said one-year period, is found to be deficient with respect to any provision of this specification.
 - B. The Contractor shall make all repairs and replacements promptly upon receipt of written orders from Western or if in the event the repair work must be performed by Western, shall reimburse Western for actual labor, equipment and material expenses incurred to perform such corrective work. If the Contractor fails to make the repair and replacements promptly, Western may do the work, and the Contractor shall be liable to Western for the cost thereof as described above.
13. The District will not furnish water to the water system until the completed system passes final inspection by the District, and Developer has fully complied with Paragraph 11. Following fulfillment of the terms and conditions herein and acceptance by the District of said domestic water system, the District will provide service to said lands in accordance with the District's rules and regulations governing the provisions of such service.
14. The District will allow jumper connections only after the water system has been pressure tested, chlorinated, and successfully tested for lack of bacteria and that all permanent meter fees and the jumper flat fee be paid prior to jumper installation.
15. District requires that a permanent meter must be installed prior to landscaping.

16. This agreement is binding on the assigns of the District and on the assigns, successors and representatives of the Developer and the Contractor. Assignment of this agreement by the developer or the Contractor shall have prior written authorization by the District.

17. Developer shall agree to comply with the water conservation requirements set by Metropolitan Water District of So. California, Western and local ordinances.

EXHIBITS:

- Map – Exhibit A
- Model Home Landscape Requirement – Exhibit B
- Brochure Distribution Requirement – Exhibit C

WESTERN MUNICIPAL WATER DISTRICT
OF RIVERSIDE COUNTY

DEVELOPER

By: _____

Name: JOHN V. ROSSI

Title: General Manager

Date: _____

Company _____

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR

Reviewed By:

Name: JOSEPH BERNOSKY

Title: Director of Engineering

Company _____

By: _____

Name: _____

Title: _____

**WESTERN MUNICIPAL WATER DISTRICT
MODEL HOME WATER CONSERVATION REQUIREMENTS
EXHIBIT "B"**

Water Conservation Requirements for model homes

At least one model home, within residential subdivisions, shall demonstrate a water conserving landscape. Western can make available brochures on water conservation for inclusion in your new homebuyers' sales packets. Western's one-acre garden exhibits water-wise landscaping and showcases more than 250 water-efficient plants, opens daily at 10 a.m. closing at 4 p.m. and is free to the public. Virtual tours of the garden are on Western's website – www.wmwd.com - where valuable water conservation information is available.

Riverside County Residential Model Home Requirements

1. In residential subdivisions, all model homes in the project shall comply with the provisions of Article XIXf of Ordinance 348d Section 19.304 Residential Model Home Requirements.
2. The project applicant shall provide homebuyers with sample water-efficient landscape and irrigation plans and additional educational material as approved by the Planning Director upon the sale of each dwelling unit within the project. The plans shall include a key identifying the common names of the plants used in the landscaping.
3. The project applicant shall distribute outdoor water conservation pamphlets provided by local water purveyors, if available, to buyers upon the sale of each dwelling unit within the development. *Western can provide these at no cost.*
4. A sign shall be displayed in the front yard of each model home, which is clearly visible to homebuyers. The sign shall indicate that the model home features a water-efficient landscape irrigation design.

City of Riverside Residential Model Home Requirements

1. Water efficient landscape requirements for one model home for a project consisting of eight or more homes, per the City of Riverside's Ordinance 6234 § 3, 1995 and 6032 § 1, 1993 Chapter 19.67 Water Efficient Landscaping and Irrigation.

Western's Residential Model Home Requirements

1. Western as a member agency of Metropolitan Water District of So. California (MWD) will enforce MWD's Plan for Water Use Guideline requirements for water conservation.
2. Developer's landscape architect required consultation with Western's conservation team to review Western's landscape and irrigation requirements. Contact Western's Engineering Department for the review fee charge.
3. Developer to submit model home landscape plans for Western's review concurrently with the City or County submittal and Western's approval is required prior to a building permit being issued.
4. No water meter installations for model homes will be permitted unless the model home landscape plans have been reviewed and approved by Western.

5. Developer to include water conservation materials, supplied by Western, to buyers upon the sale of each dwelling unit within the development.
6. Developer to display water conservation materials, supplied by Western, inside the model homes.

**WESTERN MUNICIPAL WATER DISTRICT
MODEL HOME BROCHURE AGREEMENT
EXHIBIT "C"**

(Date)

(Developer)

**BROCHURE DISTRIBUTION AGREEMENT – EXHIBIT "C"
FOR MODEL HOMES AND SALES PACKAGE**

_____ (Developer) agrees to: 1) distribute the following brochures: "California Water Facts" and Western Municipal Water District's "Landscapes Southern California StyleSM" to your new home purchasers in the sales package, and 2) display these brochures in the model homes during business hours.

Please provide Western with the name of the contact person for Tract _____ who will be responsible for receiving and distributing the brochures.

Title _____

Name _____

Mailing Address _____

Business Phone _____

Cell Phone _____

Email _____

By signing this letter, _____ (Developer) agrees to display and distribute brochures until all of the homes are sold.

Developer

Date

Title

6.03.04 Recycled Water System Construction Agreement

Main Extension No. _____

WESTERN MUNICIPAL WATER DISTRICT
OF RIVERSIDE COUNTY

Improvement District No. _____

RECYCLED WATER SYSTEM CONSTRUCTION AGREEMENT
(DEVELOPER INITIATED/CONTRACTOR INSTALLED)

THIS AGREEMENT is made on this ____ day of _____, 20____, by and between WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY, a public agency of the State of California with its headquarters at Riverside, California, hereinafter designated as the "District" and

_____ located at

_____ phone No. _____ represented by _____ hereinafter designated as the "Developer" and

_____ located at _____ Phone No _____ represented by _____ hereinafter designated as the "Contractor".

WHEREAS, Developer is planning a development of ____ lot(s) located in a portion of Section _____, Township _____ South, Range _____ West, San Bernardino Base and Meridian, and such development is referenced within records of the County of Riverside State of California, as _____

_____ and is further identified on the map attached to and made a part of this Agreement; and

WHEREAS, said subdivision will require a water distribution system to provide recycled water service to the lands referenced above; and

WHEREAS, said Developer is desirous of having the District provide recycled water service to said lands and is willing to convey to the District the recycled water distribution system after the construction thereof, contingent upon the District's acceptance of such conveyance on the terms and conditions set forth herein,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Developer will comply with the District's regulations for planning recycled water systems. These regulations, which may be amended from time to time, are incorporated herein by reference.
2. The Developer shall deposit with the District, costs to cover necessary engineering services permits, inspection and recycled water system costs in an amount estimated by the District.

3. The Developer shall contract for the design to be prepared by a licensed engineer experienced in the design of similar systems.
4. The recycled water system to service said lands shall comply with the District's specifications and construction plans shall be approved by the District prior to the presentation thereof to Contractors for bidding purposes. Such recycled water systems shall include all pipelines, valves, hydrants and appurtenances.
5. The Developer will contract for the services of a licensed and qualified Contractor to construct the system. Said contract shall be signed by Developer and the licensed Contractor. Said Contractor shall be currently licensed by the State of California with a General Engineering Contractor, "A" license. Said Contractor shall be experienced in the construction of recycled water systems and shall have been reviewed by the District and listed by the District as qualified Contractor before a contract is signed and actual system construction begins.
6. The entire cost of the construction of such recycled water system shall be paid by the Developer. Such construction shall be inspected by District personnel for conformance with the approved plans and specifications. Whenever the Contractor desires to work outside the regular or specified work periods or to vary the work period during any particular day, he shall request permission from the District at least 24 hours in advance so that inspection services may be provided. If the District grants permission and if the work period includes hours outside the normal work hours of the District, the Contractor shall pay for the inspection services provided outside of normal work hours in accordance with established District rates. Construction shall not begin until the "Notice to Proceed" is given by the District inspector nor until the Developer, or other authorized party, completes a "CERTIFICATION OF STREETS TO FINAL GRADE" for the streets in which the water pipelines are to be constructed. District inspection is for the purpose of conformance of construction with District requirements, and not for compliance by the Contractor with safety requirements. Inspection or final acceptance shall not constitute a waiver by the District of any claims against Developer and/or Contractor for any defects in the work performed hereunder.
7. Developer shall guarantee the completion of construction on _____, 2____. Developer shall comply with Paragraph 9 herein.
8. Developer agrees to pay all costs incurred by the District as may be necessary to complete construction, including administrative costs, or to secure compliance with the provisions on Paragraph 11.
9. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or sub-contractors.
 - A. Coverage shall be at least as broad as:
 - (i) Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability coverage ("occurrence" form CG 001).
 - (ii) Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1, "any auto" and endorsement CA 0025.
 - (iii) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability Insurance.
 - B. Limits of Insurance shall be:
 - (i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - (ii) Automobile Liability: \$1,000,000 combines single limit per accident for

- bodily injury and property damage.
- (iii) Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
- C. Any deductible 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 deductible or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- D. The Contractor shall provide endorsements on the forms attached hereto as Exhibits A, B, & C to add the following provisions to the insurance policies:
- (i) General Liability and Automobile Liability Coverages:
 - (1) The District, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers officials, employees or volunteers.
 - (2) The Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the District, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officers, officials, employees or volunteers.
 - (4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (ii) Workers' Compensation and Employers Liability Coverage:
 - (1) The insurer shall agree to waive all rights of subrogation against the District, its officers, officials, employees or volunteers for losses arising from work performed by the Contractor.
 - (iii) All Coverages:
 - (1) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
- E. Contractor shall furnish the District with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the District. Where by statute, the District's Workers' compensation-related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. 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, at any time.
- F. Contractor shall include all sub-contractors as insureds under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for sub-contractors shall be subject to all of the requirements stated

- herein.
10. Developer shall provide the District with bonds or evidence of bonds as follows:
 - A. A performance bond with corporate surety or sureties satisfactory to the District said performance bond being for not less than one hundred percent (100%) of the total contract price as referenced in Paragraph 11 (v).
 - B. A labor and materials payment bond being for not less than one hundred percent (100%) of the total contract price as referenced in Paragraph 11 (v).
 11. The District's Inspector shall complete a "Notice of Final Inspection" when all work has been completed in accordance with District requirements, and prior to the Acceptance of said water system by the District. Also, the Developer shall furnish to the District any and all requested documents including, but not limited to, the following:
 - (i) Easement Deed or Grant Deed to any rights-of way or other real property interests necessary for roads, for ingress and egress, and for maintenance and operation of the water system;
 - (ii) A Declaration by the Contractor that he has been paid in full and that all persons employed by the Contractor or who have furnished material for the construction of the water system have been paid in full;
 - (iii) The executed Notice of Completion to be filed by the District;
 - (iv) A Grant Deed executed by the Developer vesting title of said water system and appurtenances to the District;
 - (v) A copy of the contract between Developer and Developer's Contractor or other documents which verify the actual cost of the water system as installed.
 - (vi) Payment to the District by the developer of any and all applicable fees.
 12. The Contractor shall guarantee that the entire work constructed and all materials furnished will meet all the requirements specified herein. This warranty shall include both the quality of the workmanship and the materials used as well as that of sub-contractors and suppliers.
 - A. The Contractor shall agree to make any repairs or replacements made necessary by defective materials or workmanship in the pipe materials supplied which have become evident within one year after date of recording Notice of Completion, and to restore to full compliance with the requirements of these specifications, including the test requirements, any part of the water system, which during said one-year period, is found to be deficient with respect to any provision of this specification.
 - B. The Contractor shall make all repairs and replacements promptly upon receipt of written orders from Western or if in the event the repair work must be performed by Western, shall reimburse Western for actual labor, equipment and material expenses incurred to perform such corrective work. If the Contractor fails to make the repair and replacements promptly, Western may do the work, and the Contractor shall be liable to Western for the cost thereof as described above.
 13. The District will not furnish water to the recycled water system until the completed system passes final inspection by the District, and Developer has fully complied with Paragraph 11. Following fulfillment of the terms and conditions herein and acceptance by the District of said recycled water system, the District will provide service to said lands in accordance with the District's rules and regulations governing the provisions of such service.
 14. District requires that a permanent meter must be installed prior to landscaping.
 15. This agreement is binding on the assigns of the District and on the assigns, successors and representatives of the Developer and the Contractor. Assignment of this agreement by the developer or the contractor shall have prior written authorization by the District.

WESTERN MUNICIPAL WATER DISTRICT
OF RIVERSIDE COUNTY

DEVELOPER

By: _____

Name: JOHN V. ROSSI

Title: General Manager

Date: _____

Company _____

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR

Reviewed By:

Name: JOSEPH BERNOSKY

Title: Director of Engineering

Company _____

By: _____

Name: _____

Title: _____

Date: _____

6.03.05 Sewer System Construction Agreement

Main Extension No. _____

WESTERN MUNICIPAL WATER DISTRICT
OF RIVERSIDE COUNTY

Improvement District No. _____

SEWER SYSTEM CONSTRUCTION AGREEMENT
(DEVELOPER INITIATED/CONTRACTOR INSTALLED)

THIS AGREEMENT is made on this _____ day of _____, 20_____, by and between WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY, a public agency of the State of California with its headquarters at Riverside, California, hereinafter designated as the "District" and _____ located at _____

Phone No. represented by _____ hereinafter designated as the "Developer" and _____ located at _____, Phone No. _____, represented by _____ hereinafter designated as the "Contractor".

WHEREAS, Developer is planning a development of _____ lot(s) located in a portion of Section _____, Township _____ South, Range _____ West, San Bernardino Base and Meridian, and such development is referenced within records of the County of Riverside State of California, as

_____ and is further identified on the map attached to and made a part of this Agreement; and

WHEREAS, said subdivision will require a sewer system to provide sewer service to the lands referenced above; and

WHEREAS, Developer is desirous of having the District provide sewer service to said lands and is willing to convey to the District the sewer system after the construction thereof, contingent upon the District's acceptance of such conveyance on the terms and conditions set forth herein,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Developer will comply with the District's regulations for planning sewer systems. these regulations, which may be amended from time to time, are incorporated herein by reference.
2. The Developer shall deposit with the District, costs to cover necessary engineering services permits, inspection and sewer system connection costs in an amount estimated by the District.
3. The Developer shall contract for the design to be prepared by a licensed engineer experienced in the design of similar systems.
4. The sewer system to service said lands shall comply with the District's specifications

and construction plans shall be approved by the District prior to the presentation thereof to Contractors for bidding purposes. Such sewer system shall include all pipelines, valves, hydrants and appurtenances.

5. The Developer will contract for the services of a licensed and qualified Contractor to construct the system. Said contract shall be signed by Developer and the licensed Contractor. Said Contractor shall be currently licensed by the State of California with a General Engineering Contractor, "A" license. Said Contractor shall be experienced in the construction of sewer systems and shall have been reviewed by the District and listed by the District as qualified Contractor before a contract is signed and actual system construction begins.
6. The entire cost of the construction of such sewer system shall be paid by the Developer. Such construction shall be inspected by District personnel for conformance with the approved plans and specifications. Whenever the Contractor desires to work outside the regular or specified work periods or to vary the work period during any particular day, he shall request permission from the District at least 24 hours in advance so that inspection services may be provided. If the District grants permission and if the work period includes hours outside the normal work hours of the District, the Contractor shall pay for the inspection services provided outside of normal work hours in accordance with established District rates. Construction shall not begin until the "Notice to Proceed" is given by the District inspector nor until the Developer, or other authorized party, completes a "CERTIFICATION OF STREETS TO FINAL GRADE" for the streets in which the sewer pipelines are to be constructed. District inspection is for the purpose of conformance of construction with District requirements, and not for compliance by the Contractor with safety requirements. Inspection or final acceptance shall not constitute a waiver by the District of any claims against Developer and/or Contractor for any defects in the work performed hereunder.
7. Developer shall guarantee the completion of construction on _____, 2____. Developer shall comply with Paragraph 9 herein.
8. Developer agrees to pay all costs incurred by the District as may be necessary to complete construction, including administrative costs, or to secure compliance with the provisions on Paragraph 11.
9. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or sub-contractors.
 - A. Coverage shall be at least as broad as:
 - (i) Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability coverage ("occurrence" form CG 001).
 - (ii) Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1, "any auto" and endorsement CA 0025.
 - (iii) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability Insurance.
 - B. Limits of Insurance shall be:
 - (i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the

- general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (ii) Automobile Liability: \$1,000,000 combines single limit per accident for bodily injury and property damage.
 - (iii) Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
- C. Any deductible 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 deductible or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- D. The Contractor shall provide endorsements on the forms attached hereto as Exhibits A, B, & C to add the following provisions to the insurance policies:
- (i) General Liability and Automobile Liability Coverages:
 - (1) The District, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees or volunteers.
 - (2) The Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the District, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officers, officials, employees or volunteers.
 - (4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (ii) Workers' Compensation and Employers Liability Coverage:
 - (1) The insurer shall agree to waive all rights of subrogation against the District, its officers, officials, employees or volunteers for losses arising from work performed by the Contractor.
 - (iii) All Coverages:
 - (1) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
- E. Contractor shall furnish the District with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by

that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the District. Where by statute, the District's Workers' compensation-related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. 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, at any time.

- F. Contractor shall include all sub-contractors as insureds under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for sub-contractors shall be subject to all of the requirements stated herein.
10. Developer shall provide the District with bonds as follows:
 - A. A performance bond with corporate surety or sureties satisfactory to the District said performance bond being for not less than one hundred percent (100%) of the total contract price as referenced in Paragraph 11 (v).
 - B. A labor and materials payment bond being for not less than one hundred percent (100%) of the total contract price as referenced in Paragraph 11 (v).
 11. The District's Inspector shall complete a "Notice of Final Inspection" when all work has been completed in accordance with District requirements, and prior to the Acceptance of said sewer system by the District. Also, the Developer shall furnish to the District any and all requested documents including, but not limited to, the following:
 - (i) Easement Deed or Grant Deed to any rights-of way or other real property interests necessary for roads, for ingress and egress, and for maintenance and operation of the sewer system;
 - (ii) A Declaration by the Contractor that he has been paid in full and that all persons employed by the Contractor or who have furnished material for the construction of the sewer system have been paid in full;
 - (iii) The executed Notice of Completion to be filed by the District;
 - (iv) A Grant Deed/Bill of Sale executed by the Developer vesting title of said sewer system and appurtenances to the District;
 - (v) A copy of the contract between Developer and Developer's Contractor or other documents which verify the actual cost of the sewer system as installed.
 12. The District will not furnish sanitary sewer service until the completed system passes final inspection by the District, and Developer has fully complied with Paragraph 11. Following fulfillment of the terms and conditions herein and Acceptance by the District of said sewer system, the District will provide service to said lands in accordance with the District's Rules and Regulations governing the provisions of such service.
 13. This Agreement is binding on the assigns of the District and on the assigns, successors and representatives of the Developer and the Contractor.

WESTERN MUNICIPAL WATER DISTRICT
OF RIVERSIDE COUNTY

DEVELOPER

Company _____

By: _____

By: _____

Name: JOHN V. ROSSI

Name: _____

Title: General Manager

Title: _____

Date: _____

Date: _____

CONTRACTOR

Company _____

Reviewed By:

By: _____

Name: JOSEPH BERNOSKY

Name: _____

Title: Director of Engineering

Title: _____

6.03.06 Agreement for On-Site Water/Sewer Participation Waiver

Sewer Extension No. _____
Water Extension No. _____

WESTERN MUNICIPAL WATER DISTRICT
OF RIVERSIDE COUNTY

AGREEMENT FOR
ON SITE WATER / SITE SYSTEM PARTICIPATION / REFUND WAIVER

THIS AGREEMENT is made by and between WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY, a public agency of the State of California with its headquarters in Riverside, California, hereinafter designated as the "District" and _____ hereinafter designated as the "Developer".

WHEREAS, Developer is proposing a development requiring a water and/or sewer system located within a portion of Section_____, Township_____ South, Range _____ West, San Bernardino Base and Meridian, on a division of land referenced as _____ and _____

WHEREAS, Developer is desirous of having the District provide water and/or sewer service to this development and is willing to convey to the District the water and/or sewer system after the construction thereof, and

WHEREAS, Developer will comply with the District's rules and regulations for such water and/or sewer systems, and

WHEREAS, Developer has deposited with the District costs necessary to satisfy necessary financial arrangements in amounts estimated by the District, and

WHEREAS, Developer has arranged for the services of a licensed qualified Contractor evaluated by the District for the construction of said water and/or sewer system, and

WHEREAS, the entire cost of the construction of such water and/or sewer system shall be paid by the Developer;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Developer, hereby agrees to pay for all costs associated with the planning, development, construction and acceptance of the water and/or sewer system.
2. Developer agrees that the water and/or sewer system being installed will be for the benefit of the parcels shown on the map attached and made a part of this Agreement and for the benefit of others as deemed necessary by the District.
3. Developer agrees to waive refunds of any participation in this water and/or sewer system, and further agrees that continuation of the water and/or sewer system shall be initiated at any time by the District for the benefit of others.

4. This Agreement shall be binding on the heirs, successors, and assigns of the parties hereto. All rights, title and interest in the sewer extension and all the appurtenances, and other items as may be shown on the map or installed subsequently by the District shall become the property of the District upon their installation. The Developer agrees to hold the District harmless from any claim of right against the property so transferred.

WESTERN MUNICIPAL WATER DISTRICT
OF RIVERSIDE COUNTY

DEVELOPER

By: _____

Name: JOHN V. ROSSI

Title: General Manager

Date: _____

Company _____

By: _____

Name: _____

Title: _____

Date: _____

DEVELOPER

Reviewed By:

Name: JOSEPH BERNOSKY

Title: Director of Engineering

Company _____

By: _____

Name: _____

Title: _____

6.03.07 Rough Grade Verification FORM T-3

(Please put this letter on your letterhead)

ROUGH GRADE VERIFICATION

TRACT

SEC. , T S, R W

GRID #:

I hereby approve the rough grading performed for the above referenced project. The rough grading, in reference to line and grade, has been completed within substantial conformance (+/- .20) to the approved Grading Plan.

Sincerely,

(ENGINEERING COMPANY TO EXECUTE)

6.03.08 Curb and Gutter Installation Waiver Request FORM T-4

(Please put on your letterhead)

CURB AND GUTTER INSTALLATION WAIVER REQUEST
TRACT
SEC. , T S, R W
GRID #:

_____ Co. understands that it is Western Municipal Water District's (Western) policy that curb and gutters be installed prior to installation of in-tract water lines. We are requesting a waiver so that our pipeline Contractor can continue with the water installation. All work will conform to Western's standards and policies.

Sincerely,

(DEVELOPER TO EXECUTE)

6.03.09 Inspector Requirements - FORM G-4

Western Municipal Water District
14205 Meridian Pkwy., Riverside, CA 92518
Tel: (951) 571-7100 Fax: (951) 571-7112

Inspector's Name: _____ **Tel:** _____

INSPECTOR REQUIREMENTS

1. Inspections will be part-time (1 to 2 hours per day). Inspector will not be continuously available and will reject work not meeting all of Western's standards and specifications.
2. Developer and Contractor are reminded that Western is not working for them. They will build facilities to Western's specification; Western will inspect the work for conformance with the specifications and plans, then accept and maintain these facilities.
3. Contractor shall call for inspection when needed – 48 hours minimum advanced notification prior to inspection and/or testing.
4. Any work completed without the Inspector's prior knowledge is cause for automatic rejection. Any work buried without inspection shall be exposed and inspected prior to acceptance.
5. Contractor shall protect existing water and system at all times, if not, work will be stopped.
6. All damage to existing facilities or work under way shall be reported immediately. If unreported damage is discovered, all work in area shall be exposed and re-inspected or reconstructed.
7. Any revision to plans must be approved in writing by Western.
8. No (Western) valves, or appurtenances of other utility facilities shall be operated by the Contractor without approval and/or instruction from Western or the utility as appropriate.
9. Contractor shall have a competent and knowledgeable foreman on the job site at all times.
10. Repeated failure to adhere to Western's guidelines may result in fines and/or file complaints to the State Contractor's Board.

BACKFLOW REQUIREMENTS - 2 DAYS NOTICE

- Western's Inspector shall inspect all materials before installation.
- Western's field crew will inspect backflow device before service is turned on.
- Western will perform initial backflow test.

6.03.10 METER FEE COST WORKSHEET - FORM T-6

Western Municipal Water District

14205 Meridian Pkwy., Riverside, CA 92518 Tel: 951-571-7100 FAX: 951-571-7112

METER FEE COST WORKSHEET

Date: _____ Tract No. _____

Project Name: _____ Tel: _____

Developer: _____ FAX: _____

Developer Contact: _____ Cell: _____

Superintendent: _____ Trailer: _____

Superintendent Cell#: _____ FAX: _____

Building Phase No. _____ Meter Size: _____

Lot No's. _____ Total Lots: _____

METER FEES DUE:

AFC \$ _____ X (# Lots) _____ = \$ _____

DSF \$ _____ X (# Lots) _____ = \$ _____

Meter Cost \$ _____ X (# Lots) _____ = \$ _____

Jumper Flat Fee \$70/lot \$70.00 X (# Lots) _____ = \$ _____

Sewer Connection Fee \$ _____ X (# Lots) _____ = \$ _____

Resource Management Fee \$50.00/meter X (# Lots) _____ = \$ _____

Backflow Test Fee \$ _____ X (# Meters) _____ = \$ _____

Total Due: = \$ _____

Total Paid: = \$ _____

Bal. Due: = \$ _____

6.03.11 Instructions For Ordering Jumpers and Meters – FORM T-8

WESTERN MUNICIPAL WATER DISTRICT

14205 Meridian Pkwy., Riverside, CA 92518

Headquarters: Tel: 951-571-7100 Fax: 951-571-7112

Operations: Tel: 951-789-5100 Fax: 951-780-0272

I. JUMPERS

- Jumper connections are available only for subdivision (tract) development in lieu of setting the service meter while street improvements are being completed. Jumpers are **NOT** available for Model Homes.
- **Jumpers are installed only after the water system has been pressure tested, chlorinated and successfully tested for lack of bacteria.**
- **Per Western's Ordinance, all fees, including AFC, meter fees and a flat fee of \$70 per lot must be paid prior to jumper installation.**
- Western does not supply the jumpers. Contractors are required to purchase jumpers from Western's approved suppliers listed below:

U.S. Filter, 325 N. Cota St., Corona, CA 92880 Tel: 951-340-0170

Marden Susco, 3155 N. Indian Ave., Perris, CA 92571 Tel: 951-657-6580

II. ORDERING METERS

- Western's inspector must approve all meter boxes prior to meter installation.
- Call Western's Construction Manager to schedule final meter box inspection.
- **Meter installation can take up to six weeks. Occupancy not given until meter installed.**
- A permanent meter must be installed prior to landscaping.

III. LANDSCAPE METERS

- Developer installs landscape lateral, meter box and backflow device but **NOT** the meter. Western drops in the landscape meter **AFTER** all meter fees have been paid. Meter will be locked off until backflow device has been tested and certified by Western. **FOUR WEEKS** advance notice is required for drop-in landscape meter.

IV. OCCUPANCY RELEASE

- Call Western's Construction Manager for occupancy releases with the County or City of Riverside.

6.03.12 Added Facilities Charge (AFC) Deferral Request FORM T-9

(Please put this letter on your letterhead)

ADDED FACILITIES CHARGE (AFC) DEFERRAL REQUEST
TRACT
ID , SEC. , T S, R W

On behalf of _____, I would like to request that pursuant to Western Municipal Water District's current Ordinance, the Added Facilities Charges (AFC), flat fee of \$70.00, as well as the meter fee, for the referenced tract be deferred to such time as a jumper connection is installed. Jumpers are to be installed in lieu of setting the meters while street improvements are being completed.

I understand that all fees for a permanent meter installation and a jumper flat fee of \$70.00 per lot must be paid prior to jumper installation. Permanent meters will be installed prior to landscaping.

Thank you for your consideration.

Sincerely,

(DEVELOPER TO EXECUTE)