

SOUTH MESA WATER COMPANY

DEVELOPMENT STANDARDS

**PLAN PREPARATION, SUBMITTALS & PROCEDURES,
FEES FOR SERVICE AND WATER RATES,
STANDARD DRAWING DETAILS**

January 1, 2015



**SOUTH MESA WATER COMPANY
391 WEST AVENUE L
CALIMESA, CA 92320
(909) 795-2401**

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INTRODUCTION

These instructions set forth the standards for the preparation and processing of plans and all documents supplemental thereto for water facilities and related structures intended to connect to or become part of the water system for the South Mesa Water Company.

The word "Water Company" used in these instructions hereafter refers to the South Mesa Water Company.

The words "General Manager" used in these instructions shall mean the Manager in charge of operations, appointed by the Board of Directors acting directly, or indirectly through his properly authorized agents, engineers, assistants, inspectors and superintendents.

The word "Applicant/Developer/Owner" used in these instructions shall mean the person or persons and the duly authorized representative of the party or parties requesting an extension of or addition to the Water Company's water system.

Your cooperation in preparing plans in conformity with these instructions will expedite the work of checking the plans and will consequently lessen the time needed to process these plans through the Water Company Office.

The Water Company requires the plans and profiles be prepared and signed by a Civil Engineer, Registered in the State of California, and submitted for checking and approval before any construction is commenced either in public streets, alleys, easements, or private system connecting thereto.

The plans and construction shall comply with the South Mesa Water Company Standards and other requirements.

Any questions you may have on matters not covered herein will be answered by the Water Company.

1. GENERAL

The following information has been developed by South Mesa Water Company to inform and assist those interested in developing and building within the boundaries of South Mesa Water Company. Understanding and following the requirements and procedures as outlined herein will enable South Mesa Water Company to process prompt submittals to this office. South Mesa Water Company may, from time to time, revise certain requirements as stated herein to better serve the interests of South Mesa Water Company or to expedite more efficiently submittals for approval.

2. WATER LETTERS

The Cities of Calimesa and Yucaipa, California Regional Water Quality Control Board, as well as South Mesa Water Company, require that prior arrangements be made for the securing of water service to any parcel or tract. Requests for such service shall be submitted to South Mesa Water Company. Upon review of the application, South Mesa Water Company will respond to the proponent as to the availability of water service and the conditions for providing such service. This response shall apply to those cases where water service is denied also. In cases where the water service is available, the proponent will be notified of the current applicable charges for water service. Rates are reviewed annually in February and are subject to change. Rate schedule in effect at the time of request for service shall prevail.

4. SYSTEM LAYOUT

Applicant shall furnish the Water Company with a reproducible copy of the Preliminary Site Map of the proposed development. The Preliminary Site Map shall show ground contours, existing and proposed property lines, and proposed buildings or structures. A Tentative Map shall suffice where such map has been prepared for Planning Commission purposes.

- a) The Developer/Owner shall provide the Water Company with a Preliminary Water System Layout for serving water to and within the proposed development. The Preliminary Water System Layout will show the general location and size of proposed water lines and such appurtenances as valves, fire hydrants, air-vacuum valves, service lines and such other facilities as required for proper water service, as per the Development Standards.
- b) The Water Company will determine whether oversizing of facilities are required. If oversizing is required, the Water Company will obtain an estimate from a qualified contractor to assist in determining determine the amount of its financial participation. Water Company funds used for oversizing will be paid directly to the contractor performing the work upon successful completion of the installation.
- c) If the applicant desires a fire flow test within the Water Company's existing system for design information, then he shall make a request with the Water Company and pay the designated charge. Water Company staff will perform the test and provide the applicant with the test flow information. The Water System Layout shall include General Notes and Certificates for the Local Fire Warden and Water Company.

5. SYSTEM DESIGN

The following procedures are outlined for use in preparing Construction Water System Plans:

- a) The Water System Construction Plans shall be in accordance with the Preliminary Site Map's water system layout and shall be prepared on reproducible 24" x 36" sheets and shall show both plan and profile of the proposed water main. Road construction, grading or other base maps as approved by the Water Company may be used.
- b) All drafting shall be done in a manner that will produce a clear, legible reproduction. All symbols, line weights, sizes of letters shall provide a product that is acceptable.
- c) North arrows and scales shall appear on all plans.
- d) The vertical scale shall permit the determination of all high and low points along the alignment of the proposed water line. Invert elevations shall be shown at all vertical angle points, all pipe tees and crosses, and at all changes in direction. Ground and top of pipe elevations shall be shown where needed, such as utility crossings.
- e) The horizontal scale shall permit proper display of the improvements to be made. Stationing shall be shown along the alignment of the pipeline.
- f) The location, description and elevation of at least one approved Bench Mark on USGS datum shall be shown.
- g) The Water System Construction Plans shall show tract and lot Numbers where applicable, Assessor Parcel Numbers (APN's) together with all existing property lines along and adjacent to the alignment of the water main to be constructed.
- h) The Water System Construction Plans shall show the limits and types of all existing and proposed pavement together with all other items such as sidewalks, gutters, culverts, drainage ditches or structures and their relationship to the street or improvement centerline.
- i) Existing and proposed underground utilities such as sewer, gas, telephone, electrical, culverts and drainage structures or other known facilities that cross or parallel the proposed water lines shall be designated in plan and profile with dashed lines and have appropriate symbols to designate their size and type.
- j) All proposed water service lines shall extend to the property line.

6. DESIGN CRITERIA

The following criteria are presented to assist in the design of the watersystem.

- a) In general, water mains shall be located south or west of the street centerline. The standard minimum horizontal separation between the water main and existing and proposed sewers shall be ten (10) feet minimum from the outside diameter of each pipe. Water mains shall have at least one (1) foot of separation from the outside diameter of each pipe above sanitary sewer lines where they cross. Where minimum required parallel and perpendicular separation cannot be maintained, special construction requirements as prescribed by the State of California Department of Health, as shown on Water Company Standard W-18 shall be strictly adhered to.
- b) The minimum cover over proposed water lines shall be 42 inches as measured from finished surface grade to the top of the pipe barrel. A shallower depth may be permitted with approval of the Water Company. Excessive depths of cover, greater than 42 inches shall be approved by the Water Company.
- c) The layout of the water system shall be the size of pipe and location of appurtenances as shown on the Approved Preliminary Site Map and Water System Layout.
- d) In event existing or proposed underground pipes and utilities necessitate a special design for the water line, this condition shall be brought to the attention of the Water Company prior to the beginning of design.
- e) The Water Company shall be consulted with directly for the design of reservoirs, booster pumps and other facilities which are not covered herein.

7. SUBMISSION OF PLANS

Presented below is an outline of the processing procedure for submitting Water System Construction Plans to the Water Company.

- a) Applicant shall complete and submit an application for Water System Construction Plan Check.
- b) Applicant shall pay the required plan checking fee as established by the Water Company.

- c) Applicant shall submit two (2) copies of the Water System Construction Plans and other special facilities for checking, prepared by a Registered Civil Engineer in the State of California. The Registered Civil Engineer is required to wet sign the Water System Construction Plans once the Water Company has deemed that the plans are acceptable for approval.
- d) Copies of final improvement plans, and if applicable the Parcel or Tract Map, shall be submitted by the applicant with the required prints for checks.

8. CHECKING OF PLAN

- a) Checking of the Water System Construction Plans will begin by the Water Company upon receipt of the Water Plan Check fee and the required prints.
- b) All necessary permits, except street-cut permits are to be obtained and paid for by the Applicant. In the event the Water Company is required to obtain permits from or approval of other agencies, it will be the Applicant's responsibility to determine the requirements and furnish all costs and data and other material necessary to enable the Water Company to obtain the permits or approval of such other agencies.
- c) If any portion of the Water System Construction Plans, after the first plan check, are required to be rechecked as a result of additional water line footage, relocation of water main or redesign of a subdivision or development plan, there shall be a rechecking fee as established from time to time by the Water Company. No Water System Construction Plan rechecking will be done until the required rechecking fee is paid.

9. APPROVAL OF PLAN

- a) After required changes and corrections are made, the original redline check print and the corrected copies of the Water System Construction Plans shall be submitted to the Water Company.
- b) Upon arrival of the Water System Construction Plans by the Water Company and after receipt by the Water Company of all necessary documents and required fees, the Water Company will notify the applicant of the approval of the project and will return an approved drawing of the Construction Plans to the Applicant's Registered Civil Engineer for its wet signature for reproduction. Approved originals are to be returned to the Water Company for their file.

- c) Approval of the Water System Construction Plans by the Water Company does not constitute a representation as to the accuracy of the location or nonexistence of any utility or structure within the limits of the project.
- d) It should be clearly understood that the approval of the project by the Water Company is based upon the Preliminary Site Map, and other supporting documents submitted by the applicant such as street improvement plans, grading plans, parcel or tract map. In the event there are any changes between the documents as originally presented, it shall be the responsibility of the Applicant to notify the Water Company of such changes. In such event, the original approval by the Water Company shall be of no force and effect and further approval by the Water Company will be required.

10. CONSTRUCTION PERMIT

- a) For developments requiring a Parcel Map, Tract Map, or other property boundary line revision, a construction permit will not be issued until required/necessary easements for all proposed water system installations have been deeded to the Water Company, and the subdivision map, or boundary line changes have been properly recorded.
- b) The Applicant shall compile and submit an application for a water construction permit.
- c) The Applicant will furnish the required prints of the Water System Construction Plans to the Contractor, developer, sub divider, and Water Company, and all other agencies requiring permits, prior to and during construction.
- d) The Applicant shall obtain and pay for all State, County and Local permits as required, excepting street cut and trench repair permits which shall be obtained by the Water Company.
- e) It shall be the responsibility of the Applicant to arrange for inspection by the Water Company. A minimum of forty-eight hours (2 working days) notice shall be required.

11. CONSTRUCTION

- a) Construction shall not commence until the Water Company has been notified at least two (2) working days in advance.
- b) The Applicant shall construct the water mains and appurtenances in accordance with the Development Standards.

- c) The Applicant shall deposit with the Water Company a sum established by the Water Company for the raising to grade of each gate valve cover in areas in which paving is required. If the valve cover is adjusted by the Applicant to finished grade within thirty (30) days after completion of pavement operations, the Water Company will refund each deposit accordingly, if not, the Water Company will retain such deposits and cause such structures to be adjusted as required.
- d) Tie-ins to the Water Company's existing water system will be made by the Water Company or an approved licensed Contractor. The Applicant shall pay all associated costs of the tie-in.
- e) All Change orders considered by the Applicant or the Contractor shall be reviewed and approved by the Water Company before any such change order has been executed.

12. COMPLETION

The Following is an outline of the procedure to be used for completion of the water system.

- a) Applicant shall notify the Water Company by letter when the water system construction is completed in accordance with the Water System Construction Plans, Water Company's Standards, Special Conditions of Plans, and meets requirements set forth in all permits issued by Governing Bodies having Jurisdiction. Copies of approval letters from the Governing Bodies shall be forwarded with the Applicant's notification together with copies of all compaction test results.
- b) Where water facilities are installed in easements, Applicant shall notify the Water Company when construction is completed and shall furnish the Water Company with results of all compaction tests together with a report from an accredited soil testing laboratory approved by the Water Company, certifying that all compaction meets the Special Conditions of governing bodies having jurisdiction and that the compaction in easements in areas which ultimately will be dedicated for public use, meets the requirements of the governing body which will have jurisdiction.
- c) Upon receipt of the information required herein, Applicant shall conduct required water system tests as set forth in the Standard Specifications together with such additional tests required by the Water Company. The Applicant, whether a corporation, individual, partnership or otherwise, causing the construction of the water system and appurtenances upon notification from the Water Company that the said system has been constructed to Water Company Standards and Specifications and is acceptable to the Water Company, shall forthwith cause to file a Notice of Completion with the

jurisdictional County Recorder's office and forthwith provide a certified copy of said recorded Notice of Completion to the Water Company.

- d) The Applicant shall, by virtue of a bond satisfactory to the Water Company, guarantee the completed work against repairs caused by defective workmanship or materials furnished and installed for a period of two (2) years from the date of acceptance by the Water Company of the Dedication of Water System. The Applicant shall furnish to the Water Company a satisfactory bond in the amount of 100 percent of the total installation cost, upon a form furnished by the Water Company to guarantee the fulfillment of such obligation.
- e) Upon receipt of the Notice of Completion, the bond specified above herein, and all required documents, the Dedication of the Water System will be presented to the Water Company Board of Directors for consideration of acceptance.

13. DEDICATION OF WATER SYSTEM

The applicant shall prepare the necessary forms for dedication of water lines and appurtenances to the Water Company.

- a) The forms to complete the dedication of the water system shall be executed, notarized and delivered to the Water Company for ultimate acceptance.
- b) Acceptance of the Water System will not be approved until compliance with this condition has been met.
- c) The Water Company will not accept the dedication until all conditions have been met. Applicant will be notified in writing that Dedication of the Water System has been accepted by the Water Company.

14. EASEMENTS

POLICY

It is the policy of the Water Company to have all water lines placed within its dedicated rights of way or easements. Where installation of water mains not within dedicated rights of way is requested or required, the Applicant shall obtain an easement in favor of the Water Company. Sample Easement Forms can be obtained from the Water Company office. For developments requiring a Parcel Map, Tract Map, or other change of property

line, the easement obtained in favor of the Water Company must also be shown on the recorded map and shall include its recorded instrument number. (Book/Page, or Inst. No.)

PROCEDURE

The Applicant shall use the following procedure when there is a determination of necessity by the Water Company for a separate recorded easement:

- a) Prepare an easement as per the Policy indicated above that will produce a clear and legible reproduction. Show all dimensions and necessary data including the vested ownership of each parcel and a legal description thereof. A separate sheet shall be used for the description of each parcel.
- b) Submit two prints and the original of the easement description along with a current title report (no more than 30 days old) from a Title Company acceptable to the Water Company showing the vested ownership of record and the Application for Easement Processing, together with the required fees.
- c) After the easement plat, legal descriptions and title reports have been reviewed by the Water Company and found to be in order, and the fee deposited, the Water Company will then prepare the easement documents and forward said documents to the Applicant for the purpose of obtaining the required execution. The easement documents shall be executed and acknowledged in strict conformance with the form as presented.
- d) After proper execution, the easement documents shall be returned to the Water Company for final approval, acceptance and recordation.
- e) Water System Construction Plans will not be approved by the Water Company until necessary executed instruments of conveyance have been received by and approved by the Water Company. For each water project requiring the checking of easements, the Water Company shall collect from the Applicant a fee established by the Water Company for the first and for each additional parcel through which an easement is required. Water System Construction Plans shall not be approved until necessary instruments of conveyance have been deposited with the Water Company.

15. FEES FOR SERVICE

The project plans shall be presented to South Mesa Water Company for review, checking and approval. Fees for services requested shall be paid in full to South Mesa Water Company prior to obtaining service. Plan checking fees are due and payable prior to or at the time plans are submitted for review. South Mesa Water Company requires at least two (2) sets of plan and profile, 24 x 36 inch in size, of all water plan submittals. Upon approval of water plans, South Mesa Water Company will be supplied with two (2) sets of plans marked "approved for construction", for use by South Mesa Water Company inspector for inspection purposes.

FEES FOR SERVICE		
<u>Description/Item</u>	<u>Fee</u>	<u>Deposit</u>
<u>Water Availability Letters:</u>		
Single Lot	\$100	
Tract/Parcel Map	\$200	
Fire Hydrant location Map	\$100	
Permits – Tenant Improvement	\$200	
S.M.W.C. Water System Plan Copies (11 x 17)	\$4 each	
S.M.W.C. Water System Plan Copies (24 x 36)	\$8 each	
<u>Engineering:</u>		
Single Lot Project Planning/Hydraulic Evaluation		\$500
Multiple Lot/Commercial Development (Feasibility Study Required)		\$7,500
Plan Review Pipelines – Up to 1,000 Linear Feet		\$1,000
Per 100 Linear feet thereafter		\$50
S.M.W.C. Storage Reservoirs, Wells, Pumping Plants (Feasibility Study required)		\$7,500
(No charge if separate study required for Multi Lot/Commercial Development)		
Plan Review Misc. Appurtenances (Double Check/Fire Hydrant/Landscape Service)		\$500
<u>Inspections:</u>		
Pipelines – Up to 1,000 Linear Feet		\$2,000
Per 100 Linear feet thereafter		\$50
Miscellaneous Appurtenances (Double Check/Fire Hydrant/Landscape Service)		\$1,000
S.M.W.C. Storage Reservoirs, Wells, Pumping Plants		\$5,000
Post Construction Record Drawing Preparation & Processing (per plan page)	\$50	
Annexation Processing Deposit		\$4,000
Meter Relocation (1" – 2")		\$2,000
Meter Downsize (1" – 2")		\$1,200
RP Device (Initial Certification Fee)	\$150	
RP Device (Re-Certification Fee)	\$125	
Application Process Fee	\$50	
Fire Flow Test	\$75 EA.	
Raise Valve Can		\$150 EA.

Fees/Deposits for items not covered above are to be determined at time of request and submittal, based upon the estimated cost to provide service.

NOTE: Those services indicated in the “DEPOSIT” column are an estimate of South Mesa Water Company costs to provide service. The Water Company reserves the right to adjust deposit amounts (either higher or lower) based upon project size and/or capacity. Should the actual cost to perform service exceed the deposit amount, the customer will be invoiced the difference. Conversely, should the actual cost to perform the indicated service be less than the deposit, the customer will receive a refund of the difference.

16. WATER RATES (WATER RATE SCHEDULE)

SMWC water bills are comprised of two parts – a service or delivery charge and a water charge. Those charges are calculated as follows:

SERVICE (DELIVERY) CHARGE

Meter Size	Bi-Monthly Charge
5/8"	\$18.56
1"	\$44.41
1.5"	\$87.48
2"	\$139.17
3"	\$302.86
4"	\$544.08
6"	\$1,121.30

WATER CHARGE:

- All water that passes through the water meter will be charged at \$0.84 per unit or 100 cubic feet up to the stock allowance of 29 units.
- All water that passes through the water meter over the stock allowance up 40 units will be charged \$1.76 per unit or 100 cubic feet
- All other water that passes through the meter will be charged 2.17 per unit or 100 cubic feet.
- One unit is equal to 100 cubic feet which is approximately 750 gallons of water.

STOCK ALLOWANCE

- 1 share of water stock – 2,900 cubic feet bi-monthly
- 2 shares of water stock – 5,800 cubic feet bi-monthly
- 3 shares of water stock – 8,700 cubic feet bi-monthly
- Each additional share of water stock – an additional 2,900 cubic feet per share bi-monthly

MULTI-DWELLING RESIDENCE, APARTMENTS, MOBILEHOME PARKS, COMMERCIAL BUILDINGS

- In addition to the service charge there will be a bi-monthly charge of \$8.00 per unit or space.
- All water that passes through the water meter will be charged at \$0.83 per unit or 100 cubic feet up to the stock allowance of 29. All water that passes through the water meter over the stock allowance will be charged at \$1.76 per unit or 100 cubic feet up to 40. All water that passes through the meter after that will be charged \$2.17 per unit or 100 cubic feet.

ANNUAL STOCK ASSESSMENT

- On March 1st, an assessment of \$25.00 is levied on each share of stock. This assessment maintains the assets of the Corporation. The assessment becomes delinquent on the 1st Friday in September and subject to a 100% penalty. If the assessment and penalty are not paid by the 1st Monday in November, the stock is forfeited to the Corporation and the property loses its right to water. The water stock must be re-purchased to restore water service to the property.

MISCELLANEOUS CHARGES

- Late fee - \$5.60
- Door hanger fee - \$10.00
- Reconnection fee - \$50.00
- Fire line service fee - \$20.00 to \$200.00 bi-monthly based on fire line size
- Backflow administrative charge - \$15.00 annually
- Department of Health Services pass-through charge for water quality monitoring from July 1 to June 30 - amount varies depending on actual cost but general falls between \$2.50 and \$3.50.
- Returned check or ACH charge - \$35.00

METER PURCHASES – EFFECTIVE JANUARY 1, 2015

Meter Size	Facility Charge – includes stock, installation charge & assessment	Facility Charge – excluding stock and assessment. Includes installation charge
5/8"	\$13,481.70	\$11,956.70
1"	\$20,786.17	\$19,261.17
1.5"	\$39,047.33	\$37,522.33
2"	\$60,960.73	\$59,435.73
3"	\$130,353.17	\$128,828.17
4"	\$232,615.70	\$231,090.70
6"	\$477,315.33	\$475,790.33

CONSTRUCTION METER FEES ARE AS FOLLOWS:

\$1200.00 deposit for the meter and backflow device. Water taken from the meter is charged at \$1.50 per 100 cubic feet. A \$2.00 rental fee per day applies. A fee of \$50.00 for moving the device will be issued because the backflow device has to be retested each time.

Please contact the Water Company office at (909)795-2401 to arrange for a construction meter.

FIRE HYDRANT FLOW TESTS

Hydrant flow tests are often required by the city when improvements are made to property. A flow test is conducted on the hydrant closest to the property. To obtain a fire hydrant flow test, stop by our office to complete the necessary paperwork and pay the fee. Currently, fire hydrant flow test fees are \$75.00.

17. ENGINEERING FEES

Where special or outside engineering is required for water flow determinations and water demands, the engineering firm of record of South Mesa Water Company will perform this work. The cost of these services will be billed to the owner/developer by South Mesa Water Company at cost plus 15%. For multiple unit housing developments and commercial projects, a feasibility study will be required to be performed by the engineering firm of record of South Mesa Water Company and the owner/developer will be required to provide South Mesa Water Company a deposit of \$7,500. If deposit amounts remain in the account after the completion and acceptance of the Feasibility Study, these remaining amounts will be returned to the original owner/developer payer. If additional amounts shall become due above the deposit, they will be billed to the owner/developer and paid for in full prior to the release of the Feasibility Study for use.

18. INSPECTION FEES

Inspection fees for water construction shall be due and payable to South Mesa Water Company upon final recording of tract and/or prior to any excavation for utility construction. An inspection fee shall not be required for water main construction done by South Mesa Water Company personnel. Under no circumstances shall inspection take place until all appropriate fees have been paid in advance.

During construction, the contractor shall notify South Mesa Water Company inspectors in advance so that proper inspection may take place. Under no circumstances shall utility construction be accepted the South Mesa Water Company that has not been properly inspected.

If actual construction costs exceed estimated cost by more than 10%, a fee adjustment may be made at the option of South Mesa Water Company and an additional fee may be required. In cases where separate contracts are let for facility components, each contract will be considered a separate unit with respect to minimum fees.

Re-inspection - where extensive re-inspection is required due to test failures, damage, litigation or other causes beyond normal construction, the cost of re-inspection will be paid by the owner/developer at the actual cost incurred.

19. EVIDENCE OF INSURANCE

Evidence of current liability insurance and workers' compensation insurance, in the amount of one million dollars (\$1,000,000.), shall be furnished to South Mesa Water Company prior to construction of project. Additional insurance limits may be requested based upon the size, complexity, and/or the overall cost of the project.

20. BONDING AND SECURITY DEPOSIT

South Mesa Water Company requires that all water utility construction taking place within South Mesa Water Company be covered by the following bonds and security deposit arrangements prior to construction. Bond policies shall be in the name of South Mesa Water Company. The policy, or facsimile of the policy, shall be furnished to South Mesa Water Company. Security deposits shall be made with South Mesa Water Company or a financial institution. Where security deposit is made with a financial institution, a notification of such deposit shall be sent to South Mesa Water Company by the institution. Where water utility construction is to be done by South Mesa Water Company, the estimated construction cost deposit must be made with South Mesa Water Company. Funds deposited with a financial institution shall be designated to South Mesa Water Company for release of such funds to South Mesa Water Company in event of contractor default and South Mesa Water Company completion of the project. Such funds shall remain on deposit until completion of the work has taken place and South Mesa Water Company certifies the acceptance of the utility. The Certification of Acceptance by South Mesa Water Company shall be issued upon receipt of the final "as built" original tracing and two (2) reproductions. This document shall serve to release such security deposits.

21. AS BUILT DRAWINGS

It shall be the responsibility of all owners, developers and project proponents to furnish to South Mesa Water Company two (2) sets of finished "as built" drawings upon completion of the project. Such drawings shall include at least the following items:

- A. Any deviation of utility construction from the construction drawings.
- B. Stationing of a water service from the centerline of the pipe. Where services are not at right angles from water main, the relative angle and distance of water service shall be shown.
- C. Location of any utilities encountered during construction.
- D. Stationing on the centerline of water main of all compaction tests taken.

It shall be the responsibility of the Contractor, not the South Mesa Water Company or its inspector(s), to supply the necessary data to prepare the "as built" drawings.

South Mesa Water Company shall not issue the Certificate of Acceptance of utilities until the "as built" original drawings have been submitted to South Mesa Water Company and have been approved.

22. BONDS

Note: Bond forms have been attached for completion and deposit.

The following bonds and securities shall be required for all utility construction within the South Mesa Water Company.

- a. **PERFORMANCE BOND** - shall be in an amount equal to one hundred (100) percent of the construction cost of the utility or contracted price. Bond policy shall be made in favor of South Mesa Water Company. Bond policy shall be made available to South Mesa Water Company prior to construction. Term of the policy shall be for the duration of construction, termination with the issuance of the Certificate of Acceptance of the utility by South Mesa Water Company.
- b. **MATERIAL AND LABOR BOND** - shall be in an amount equal to seventy-five (75) percent of the construction cost of the utility as estimated by South Mesa Water Company or contracted price. Bond policy shall be made out with the beneficiary being the South Mesa Water Company and shall be deposited with South Mesa Water Company prior to construction. Terms of the policy shall be the duration of construction, terminating with the issuance of the Certificate of Acceptance of the utility by South Mesa Water Company.
- c. **SECURITY DEPOSIT** - shall be deposited either with South Mesa Water Company, or shall be placed on deposit with a financial institution. The amount of security deposit shall be an amount equal to five (5) percent of the estimated construction cost of the utility as determined by South Mesa Water Company. Funds shall remain on deposit until completion of the project and South Mesa Water Company has issued a Certificate of Acceptance.
- d. **MAINTENANCE BOND** - shall be issued prior to the issuance of the Certificate of Acceptance by South Mesa Water Company. The maintenance bond shall commence with the issuance of the Certificate of Acceptance and shall terminate two (2) years from that date. This bond shall cover general material and workmanship of the construction, trench failures and subsidence, paving, and appurtenances in the construction of the utility in an amount equal to seventy-five (75) percent of the estimated construction cost.

**PERFORMANCE AGREEMENT
WATERLINE CONSTRUCTION**

That we _____ (owners)

AS PRINCIPAL, and _____ (contractor)

Enter into this performance agreement for the sole purpose of holding South Mesa Water Company harmless and guarantee the workmanship of the construction, trench failures and subsidence, paving and appurtenances in the construction of the utility.

Contractors agree that if the completed work contracted for shall require repairs of any nature whatever due to defective workmanship or materials installed during a period of one year commencing on the date of acceptance of the work by the Company, the Contractor or their agents will pay the cost of said repairs related to the failure or failures, and in the event suit is brought, a reasonable attorney's fee to be fixed by the Court.

This agreement shall inure to the benefit of South Mesa Water Company if South Mesa Water Company files such claim.

Agreed to this _____ day of _____, _____.

_____ Principal

_____ Contractor

**MATERIAL AND LABOR BOND
WATERLINE CONSTRUCTION**

FOR _____

KNOW ALL MEN BY THESE PRESENTS:

THAT WE _____ owners

AS PRINCIPAL, and _____ bonders

Organized and existing under the laws of the State of _____ and authorized to act as Surety in the State of California, as Surety, are held and firmly bound unto the South Mesa Water Company, State of California, in the just and full sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which, well and truly to be made, we bond ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly and by these presents.

NOW, THEREFORE, if the said Principal or the subcontractors of said Principal shall fail to pay for any materials, provisions, provender or other supplies or use of implements or machinery used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind or for amounts due under the Unemployment Insurance Act with respect to such work or labor, the said Surety will pay the same to an amount not exceeding the sum above specified in this Bond, and in case suit is brought upon this Bond, a reasonable attorney's fee to be fixed by the Court. This Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Article 2 of Chapter 2 of Title 4 of the Code of Civil Procedure of the State of California, and all such persons, companies, and corporations and their assigns shall have a right of action in any suit brought upon this Bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work or improvements to be performed thereunder or to the plans or specifications attached to said agreement shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the agreement or to the work or improvements or the plans or specifications.

In the event suit be brought upon this Bond by South Mesa Water Company and judgment is recovered, the Surety shall pay all cost incurred by South Mesa Water Company in such suit, including a reasonable attorney's fee to be fixed by the Court.

WITNESS OUR HANDS this _____ day of _____, _____.

Principal

Surety

Principal

Attorney-in-fact

NOTE: Acknowledgments of execution by Principals and Surety must be attached. Bond must be attached to agreement.

**MAINTENANCE BOND
WATERLINE CONSTRUCTION**

FOR _____

KNOW ALL MEN BY THESE PRESENTS:

THAT WE _____
owners

AS PRINCIPAL, and _____
bonders

Organized and existing under the laws of the State of _____ and authorized to act as Surety in the State of California, as Surety, are held and firmly bound unto the South Mesa Water Company, State of California, in the just and full sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which, well and truly to be made, we bond ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly and by these presents.

NOW, THEREFORE, if the completed work contracted for shall require repairs of any nature whatever due to defective workmanship or materials installed during a period of **TWO YEARS** commencing on the date of acceptance of the work by South Mesa Water Company, the said Surety will pay the costs of same to an amount not exceeding the sum specified in this Bond, and in event suit is brought upon this Bond, a reasonable attorney's fee to be fixed by the Court.

This Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Article 2 of Chapter 2 of Title 4 of the Code of Civil Procedure of the State of California, and all such persons, companies, and corporations and their assigns shall have a right of action in any suit brought upon this Bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work or improvements to be performed thereunder or to the plans or specifications attached to said agreement shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the agreement or to the work or improvements or the plans or specifications.

WITNESS OUR HANDS this _____ day of _____, _____.

Principal

Surety

Principal

Attorney-in-fact

Note: Acknowledgments of execution by Principals and Surety must be attached. Bond must be attached to agreement.