Kirkwood Meadows Public Utility District

Developer Project Informational Packet

July 2018

Items Enclosed:

1) Pre-Construction Checklist

2) Post-Construction Checklist

3) Development Service Request

4) Sample: Mainline Extension Agreement (MLX)

5) Sample: Easement Agreement

6) Sample: Maintenance/Performance Bond

KIRKWOOD MEADOWS
PUBLIC UTILITY DISTRICT

P.O. Box 247
33540 Loop Road
Kirkwood, CA 95646
(209) 258-4444
FAX (209) 258-8727

DEVELOPER PROJECT PRE-CONSTRUCTION CHECKLIST

Project Name:

Account Code #:

1. Written request for utility availability from developer to the District – either a letter form the requesting party, or complete “Request for Utility Availability” or “Request for Conditional Will Serve” form.
2. Letter of Utility Availability will be provided by District.
3. Approved tentative map and conditions provided by developer to District.
4. Conditional Will Serve Letter will be prepared for the developer upon receipt of an approved tentative map and conditions.

At this point should the project go forward, the following should occur:

1. Deposit has been quoted and should be paid prior to preparation of Mainline Extension Agreement (MLX). Amount: _____ Date Paid: _____
2. Mainline Extension Agreement is signed by Developer.
3. Account Code assigned, and file is made
   (This should happen at the same time or just prior to receipt of the deposit.)
4. Environmental Review must be completed (if applicable).
5. MLX signed by Developer and returned for GM signature.
6. Plans received, reviewed and approved by District.
   Two (2) sets of plans are required for all submittals.
7. Developer advises who their Contractor is and provides contact information.
8. Developer provides Engineer’s Estimates for project and all work to be bonded.
9. Contractor provides license and insurance information and adds District as additional insured on policy.
10. Encroachment permits and easements to be obtained (if applicable).
11. Performance Guarantee to be provided in the form of a certificate of deposit, letter of credit from bank, or bond.
12. Pre-construction meeting to be scheduled with District inspector 48 hours prior to construction, with 7 days advance notice.
13. Need approval from District Engineer & Inspector to begin construction.

KIRKWOOD MEADOWS
PUBLIC UTILITY DISTRICT

P.O. Box 247
33540 Loop Road
Kirkwood, CA 95646
(209) 258-4444
FAX (209) 258-8727

DEVELOPER PROJECT POST-CONSTRUCTION CHECKLIST

Project Name:

Account Code #:

The following are items required prior to "Certificate of Acceptance":

1. Cost Accounting of project from Developer provided to the District.
2. Additional easements procured and recorded, if necessary.
3. Certifications for all backflow prevention devices provided to the District.
4. As-builts delivered to the District for review. Comments and corrections to be made by Developer after District review.
5. Corrected as-builts received from Developer in digital (AutoCAD), PDF, and hard copy (2 sets) formats.
6. Maintenance guarantee from Contractor as a "Certificate of Deposit", Bond, Letter of Credit or other acceptable security.
7. Payment of all outstanding balances (Connection Fees, Engineering & Inspection Fees and Account Code balances).
8. District will provide "Certificate of Acceptance, Transfer & Will Serve Commitment" only after all requirements have been completed, all fees have been paid, and the system has been accepted.
9. Utility service may commence only following the issuance of the "Certificate of Acceptance, Transfer & Will Serve Commitment".

After the "Certificate of Acceptance" is issued:

1. Final Map is recorded.
2. Developer must provide the District with a copy of the Final Map (full size & 11x17)

KIRKWOOD MEADOWS
PUBLIC UTILITY DISTRICT

P.O. Box 247
33540 Loop Road
Kirkwood, CA 95646
(209) 258-4444
FAX (209) 258-8727

Development Service Request

Request for: ☐ Water ☐ Wastewater ☐ Electricity ☐ Propane

☐ Letter of Service Availability ☐ Conditional Will Serve

1. Project Name: _____

2. Application Date: _____

3. Owner/Applicant: _____

Contact Name: _____

Phone Number: _____

Email Address: _____

Mailing Address: _____

_____

4. Project Description: ☐ **Residential** ☐ **Commercial**

a) Site Address: _____

_____

b) APN(s): _____

c) # of Lots: _____

d) Lot Size: _____

e) Zoning: _____

f) Developed/Building SF: _____

g) Number of Connections: _____

h) Size of Connections: _____

5. Date of Tentative Map/Use Permit Approval/Expected approval: _____

Both a legal description and map of project area must be attached to this application form for use as exhibits to the contract. Both must be clear, readable, reproducible, and recordable in 8.5”x11” paper or PDF format.

Exhibits Attached: ☐ Project Legal Description and ☐ Project Area Map

Applicant Signature: _____ **Date:** _____

KIRKWOOD MEADOWS PUBLIC UTILITY DISTRICT
MAINLINE EXTENSION AGREEMENT
CONCERNING CONSTRUCTION AND TRANSFER OF
UTILITY SYSTEM IMPROVEMENTS

Applicant Name Address Phone Email	
Type and Size of Project (include # of dwelling units/EDUs)	
Project Real Property	_____ Co. APN(s): See attached map, Exhibit A
Deposit Amount for District Costs	$

THIS AGREEMENT is made and effective this ____day of _____, 20___ by and between Kirkwood Meadows Public Utility District, a public utility district ("District"), and the _____ ("Applicant"), who agree as follows:

1. Recitals. This Agreement is made with reference to the following recitals:

1.1. Applicant is the owner and developer of the real property described above, commonly referred to as _____ ("Project") and shown in Exhibit A attached hereto and incorporated herein by this reference ("Property").

1.2. Applicant proposes to design, construct, and transfer the ("System") to the District upon satisfactory completion of construction, a utility system, which: Select as applicable:

(a) The Project involves a new utility system mainline extension(s) to the terminus of the newly extended mainline System to serve the Project and Applicant has requested that District provide water, sewer and electric service to the Project.

(b) The Project involves relocation of existing water, sewer and electric District facilities.

(c) The Project will necessitate the betterment, improvement or expansion of District-owned utility facilities.

1.3. The District is willing to accept the transfer, operation and maintenance for the System and to provide service therefrom, on the terms and conditions hereinafter provided.

2. Plans and Specifications. Applicant shall, in consultation with District and the District engineer, design and prepare detailed plans and specifications for the construction of the System, including all on-site improvements and, if required, off-site improvements necessary to extend and provide or improve the water, sewer and electric service to the Project, clearly delineating the portion being transferred to the District, and shall submit them to District for

review and approval. Said design, plans, and specifications shall meet all District ordinances, resolutions, rules, regulations, policies, standards and specifications, as well as all other federal, state and local standards and requirements, whichever are most stringent. The plans and specifications, shall be approved in writing by District prior to construction and shall become a part of this Agreement. The water, sewer and electric improvements as described on the District-approved plans and specifications are the "System." The Applicant shall not modify the plans and specifications without resubmitting them for re-approval by the District. Applicant also shall submit at the time of design submittal, an engineer's cost estimate for the proposed improvements in a format acceptable to the District.

3. Deposit and Payment for District Services. Upon execution of this Agreement, Applicant shall advance the sum of _____ to District, for engineering, legal and administrative services and other costs incurred by the District in the performance of its duties under this Agreement and otherwise in connection with extending and providing or improving water, sewer and electric facilities and service to the Project. District will draw on this deposit to pay or reimburse periodic invoices from the District consultants and to reimburse District for the cost of District staff time and materials. If, before completion of the System, the deposit becomes depleted or 20% or less of the deposit remains, District reserves the right to require additional deposits to cover additional anticipated District costs. If any requested deposit or payment is not timely made, District may so notify Applicant and it will have ten days to cure the default. If deposit or payment has not been made within the ten-day period or if the funds become depleted, then District will suspend all services in connection with the System pending receipt of the deposit or payment. If the deposit or payment remains unpaid, then District may terminate this Agreement.

Upon completion of construction and acceptance of the System by the District, any funds so advanced by the Applicant in excess of the District's actual costs shall be refunded to the Applicant without interest. Conversely, any costs incurred by the District over and above the amount advanced by the Applicant shall be paid by the Applicant upon demand and before notice of acceptance of the System.

4. Construction of System

4.1. Applicant, at its sole expense, shall furnish, construct and install the System described in the plans and specifications approved by the District. Such construction and materials shall be in accordance with the following: this Agreement; District-approved plans, specifications and drawings; District ordinances, resolutions, rules, regulations, policies, standards and specifications; other federal, state and local statutes, regulations, ordinances, codes and other requirements; and standard construction practices. During construction, a complete set of approved plans and specifications, as outlined in Paragraph 2 of this Agreement, shall remain at the job site at all times.

4.2. Prior to commencing construction of any portion of the System, Applicant or its contractor must submit to District a written list of materials, in a form acceptable to District, showing the particular manufacturer and specifications of all materials proposed to be installed by Applicant. The District will either disapprove with reasons or approve the list of materials or supplies. Only materials approved in advance by District may be installed on the System.

5. Licensed Contractor. The person or entity constructing the System ("Contractor") shall be licensed under the provisions of the Business and Professions Code of the State of California to do the type of work called for in the approved plans and specifications. To the extent required

by applicable law, the Applicant and the Contractor shall comply with the California Labor Code provisions concerning payment of prevailing wages, wage rates, employment of apprentices, hours of work and overtime, keeping and retention of payroll records, and other requirements applicable to public works projects within the meaning of the Labor Code. (See California Labor Code Division 2, Part 7, Chapter 1 (Sections 1720 1861).) No construction may be made except by a Contractor approved by the District. Each such Contractor shall indemnify, protect, defend and hold the District harmless as required by Paragraph 19 hereof. The District may request evidence that the Contractor has satisfactorily installed other projects of like magnitude or comparable difficulty. It is the intent of the District that the work be performed by a Contractor who furnishes satisfactory evidence of qualification.

6. Faithful Performance Guarantee. Prior to commencement of construction of any portion of the System, the Applicant shall provide the District with a faithful performance bond, letter of credit or other financial security satisfactory to District ("Performance Guarantee") in a sum equal to one hundred percent (100%) of the estimated cost of the System to be constructed in public streets or rights-of-way or on public property for the purpose of ensuring the proper completion of such facilities. In the event of the failure of Applicant to complete the Work covered by the Performance Guarantee and District completes construction of the Work or any portion of it, Applicant and its surety under the Performance Guarantee will be jointly and severally liable to District for the costs of completion, including, but not limited to, management and administrative costs, and engineering, legal and other costs incurred relating to the completion. District shall bill Applicant and the surety for the costs, which bill must be paid within thirty days of its date. Interest will accrue on any late payment at the legal rate then prevailing.

7. Notice of Commencement of Construction. The Applicant shall give the District seven days advance notice of the commencement of construction and installation of the System. The District shall be invited to any pre-construction meeting pertaining to the System with at least a 48 hour advance notice. Any work performed without notice to and inspection by District shall be subject to rejection.

8. Inspections. District may, at its option, inspect and test all or part of the construction or material being used in construction of the System and shall be given all possible assistance in performing such inspection and testing. The inspection and testing of the System shall not relieve Applicant of its obligation to construct the System in accordance with the approved plans and specifications. If all or any portion of the Work, or any materials used in connection with the Work, are found to be defective, substandard or nonconforming, then the Applicant shall replace, repair or otherwise remedy the work to the satisfaction of District, notwithstanding that the work and materials may have been previously overlooked or inspected by District.

9. Permits, Licenses and Easements. Applicant, at its cost, shall obtain all necessary local, County, State, and Federal permits and approvals, including, but not limited to, encroachment permits, and shall conform to the requirements thereof. Applicant, at its cost, shall obtain all real property and permanent and temporary easements of twenty (20) feet in width necessary for the System and for ingress and egress to and from the facilities for the purpose of construction, installation, operation, maintenance, repair, removal, replacement and improvement of said facilities, and said grant deeds and easements shall be in a form approved by the District. Applicant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the construction of the System.

10. Final Inspection. Upon completion of construction of the System, Applicant shall notify District and request a final inspection of the System. All facilities in the System shall be tested to meet District requirements, no System or portion thereof shall be accepted without meeting District test requirements. Pursuant to section 3, Applicant must pay the costs of inspections and tests by the District. Applicant shall be responsible for all costs incurred in the testing of the System as needed or required by other governmental agencies having jurisdiction.

11. Record Drawings and Specifications. Applicant shall, as a condition precedent to the District's acceptance of the System, provide to the District:

11.1. Reproducible record drawings of the completed System, together with an electronic file in a "DWG" or "DXF" format, satisfactory to the District, and a copy of the specifications and any contract documents used for the construction of the System;

11.2. (b) A signed detailed accounting, satisfactory to the District, of the amounts expended for the construction and installation of the System, with values applicable to the various components thereof, together with a list of any other materials and equipment, and their values, being transferred;

11.3. (c) Operating manuals and other operating instructions, and warranties received by Applicant or its Contractor in connection with any of the facilities made a part of the System; and

11.4. (d) Upon recordation of the Final Map, Applicant shall provide to the District, a "full size" and a "reduced" (8.5 X 11) copy of the Recorded Final Map.

12. Maintenance Guarantee

12.1. Prior to the notice of acceptance of the System, Applicant shall provide District with a maintenance bond, letter of credit or other financial security satisfactory to District ("Maintenance Guarantee") in a sum equal to 25% of the cost of the System or five hundred dollars ($500), whichever is greater. The purpose of the Maintenance Guarantee shall be to warrant all materials and workmanship furnished pursuant to this Agreement for one year from the date of District's notice of acceptance of the System. Should the System not be utilized under anticipated operational conditions as designed during the first year from notice of acceptance, the Maintenance Guarantee shall be extended one year.

12.2. Applicant and/or its surety under the Maintenance Guarantee shall repair or replace to the satisfaction of District all or any such work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other work or facilities which may be damaged or displaced in so doing.

12.3. In the event of failure to comply with the above-stated conditions within a reasonable time, District is authorized to have the defect repaired and made good. Applicant and its surety under the Maintenance Guarantee will be jointly and severally liable to District for the costs of repair, including, but not limited to, management and administrative costs, and engineering, legal and other costs incurred relating to the repair. District will bill Applicant and the surety for the costs, which bill must be paid within 30 days of its date. Interest will accrue on any late payment at the legal rate then prevailing.

13. Transfer of Property and Easements. After District has finally inspected and approved the System, it shall send written notice to the Applicant requesting transfer of the System. Upon receipt of the notice from the District, the Applicant, at its sole cost and without charge to the District, shall deliver conveyance documents (e.g., District form of easement and conveyance of utility facilities agreement and, if necessary, deeds, easements or bills of sale) satisfactory in form and content to the District, transferring absolute and unencumbered ownership of the completed System to the District, together with all real property, interests in real property, easements and rights of way that are necessary or appropriate in the opinion of the District for the ownership and operation of the System. Title to the System and the interests in real property transferred must be good, clear and marketable title and free and clear of all encumbrances, liens or charges. Applicant shall obtain and pay any costs of title insurance deemed necessary by the District. The transfer shall not be completed until the conveyance documents transferring the System have been formally accepted by the District.

14. Conditions Required Prior to Notice of Acceptance. District shall not provide a written notice of acceptance of the System until the following have occurred:

14.1. The System has been completed, and finally inspected, tested and approved by District;

14.2. All costs, charges and fees required by this Agreement and District ordinances, resolutions and regulations to be paid to District by Applicant have been so paid in full;

14.3. All real property, easements, rights of way, permits, licenses, and other approvals to be obtained and delivered to the District pursuant to this Agreement have been so obtained and delivered to the District;

14.4. The record drawings, specifications, accounting, operating manuals and instructions, and warranties required pursuant to Paragraph 11 hereof have been provided to the District;

14.5. Applicant has submitted an acceptable Maintenance Guarantee in accordance with section 12; and

14.6. If the Project involves a new subdivision of the Property, the final subdivision map has been recorded.

Upon District's determination that these conditions have been met, the District Board of Directors will give written notice of acceptance to Applicant.

15. Applicant Assistance. Applicant, both before and after District's acceptance of the Work, will cooperate with District and secure and provide any information, documents or data reasonably requested by District to accept the ownership, operation and maintenance of the System and implement the transfer of the System.

16. Ownership, Operation and Maintenance Responsibilities. After acceptance of the System by the District Board of Directors, the System shall become the property of District on the date that the notice of acceptance is mailed to the Applicant. Upon such date, Applicant will be deemed to have conveyed and transferred all of its right, title and interest in and to the completed System to District. District thereafter will own and be free in every respect to operate, maintain, repair, replace, manage, expand, and improve the System, as it deems

appropriate. District assumes no obligation as to operation and maintenance of the System until such time as it accepts the Work. After District's acceptance of the System, Applicant or the successor landowner will continue to own and be responsible for the operation, maintenance, repair and replacement of the private portion of the System not conveyed to District.

17. District Responsibilities.

Water and Sewer Facilities. The District's responsibility for water service shall end at the discharge side of the water meter, discharge conduit or check valve assembly or at the property line if the meter is located in or on the customer's property; and for sewer laterals, the location or point where the sewer lateral leaves public property or right-of-way and enters private property. District will be responsible to operate, maintain and replace the District's ditches, water mains, pipelines, flumes, and sewer system and other works of the District's total supply, distribution and collection system. District facilities consist of the following:

a. All sewer mains, services and attached apparatus (including, without limitation, branching pits and manholes) in place that are located in public streets or public utility easements, as well as any sewer lines which connect to the District's existing sewer facilities; and
b. All water mains, services and attached apparatus (including, without limitation, meters, fire hydrants and valves) in place that are located in public streets or public utility easements up to and including the actual water meter located on each service connection, as well as any water lines which connect the foregoing to the District's existing water facilities.

Electric and Propane Facilities. The District's responsibility is limited to lines, pipes and facilities up to the property line of each retail service customer and, except for meters, and does not include any lines, pipes or facilities located on the retail service customer's property. Except for the meter, District does not accept or assume any ownership, maintenance or repair responsibility beyond the property line of the retail service customer. District facilities include all electric and propane system lines, equipment and improvements up to the property line, and electric and propane meters, even if the meter is located within the retail service customer's property.

18. Risk of Loss. Until the date of District's acceptance of the System, all risk of loss or injury, damage or destruction to the System shall be upon Applicant. After the date of the District's acceptance, and except as provided by the Maintenance Guarantee and any applicable insurance or indemnification obligation, all risk of loss or injury or destruction to the System shall be upon District.

19. Utility Service. After District gives its notice of acceptance of the System, it will provide (or, for Projects under section 1.1(b), continue to provide) water, sewer and electric service to the Project. All District utility service will be provided in accordance with applicable District ordinances, resolutions, regulations, rules, policies, and rates and charges, as the same may be amended from time to time. Applicant shall not, nor shall it allow any person to, use or commence operation of any part of the Work prior to the notice of acceptance of the Work by District, except for construction and testing purposes, without the express written consent of District. District's water, sewer and electric service obligation under this Agreement will not exceed the scope of the Project described on the first page of this Agreement.

20. Term of Agreement and Termination

20.1. Time is of the essence of this Agreement. Applicant agrees to commence design and construction of the System within twelve months from the date of this Agreement, and transfer the same to the District within two years from the date of this Agreement. If construction of the System has not been completed and accepted by the District within two (2) years from the date of this Agreement, the District shall have the right to terminate this Agreement at any time thereafter, unless such time for completion is extended by mutual agreement of the parties. Such extension must be requested in writing by the Applicant prior to the expiration of said two-year period. Any extension granted by District may be done without notice to any of Applicant's sureties, and the extension will not relieve any surety's liability. District also may condition the granting of any extension by requiring acceptable new or amended faithful performance guarantee. If construction of the System has not been completed and accepted by District within these deadlines, and any extensions, then District may terminate this Agreement at any time thereafter by giving written notice of termination to Applicant.

20.2. Applicant may terminate this Agreement at any time prior to commencement of construction of any portion of the System by giving written notice to District. After commencement of work, Applicant may terminate this Agreement only with the written consent of District, which consent may be given subject to reasonable conditions as necessary or appropriate to protect the public health, safety, aesthetics or welfare.

20.3. Except as provided herein, the District and Applicant shall have no further obligation under this Agreement if the Agreement is terminated. Upon termination, the District shall refund any advances made by the Applicant which have not been used by the District prior to the date of termination. Conversely, any costs incurred by the District over and above the amount advanced by the Applicant shall be paid by the Applicant upon termination.

21. Indemnification and Hold Harmless.

21.1. The Applicant shall protect, defend indemnify and hold harmless the District and its officers, directors, agency, and employees from and against all penalties and fines imposed by law and all loss, claim, cause of action, demand, suit, judgment, cost damage, expense, and liability (including but not limited to court or arbitration costs and reasonable attorney's and expert witness fees) resulting from injury to or death of persons, including without limitation employees of the District, Applicant and its Contractor, or damage to or loss of property, arising out of or in any way connected with the performance, operations or activities under this Agreement, including but not limited to construction of the System by the Applicant, its officers, directors, employees, Contractor, any other independent contractors or agents, except to the extent the sole negligence, active negligence or willful misconduct of an indemnified party proximately causes the loss, claim, demand, cost, suit, judgment, penalty, fine, cause of action, damage, expense, or liability. Upon the request of an indemnified party hereunder, Applicant shall defend any suit asserting a claim covered by this indemnity and shall pay any cost that may be incurred by an indemnified party in enforcing this indemnity. In all cases, the indemnified party shall have the right to approve counsel selected by Applicant in the defense of any legal actions or with respect to any claim, which approval shall not be unreasonably withheld. In addition, the indemnified party shall have the right to participate in and be

represented by counsel of its own choice and at its own expense in any legal action or with respect to any claim.

21.2. The parties expressly agree and acknowledge that the Applicant's duty to indemnify, protect, defend and hold harmless under this paragraph shall extend to claims, lawsuits and liability of or against the District resulting from alleged failure to comply with any provision of the California Labor Code, Division 2, Part 7, Chapter 1 (Sections 1720-1861) in connection with the construction of the System.

21.3. This paragraph and the parties' obligations under it shall survive any termination of this Agreement; and the provisions of this paragraph shall be included in any agreement between the Applicant and any of its Contractors so that the above-referenced indemnified parties are indemnified, protected, defended and held harmless by the Contractor from any and all acts or omissions of such contractor.

21.4. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release the parties from its obligations under this paragraph, so long as the event upon which the claim is predicated shall have occurred prior to the effective date of any such termination or completion and arose out of or was in any way connected with the parties' performance or operations under this Agreement by their officers, employees, independent contractors or agents', or the employee, agent or independent contractor of any one of them. (e) Submission of insurance certificates or submission of other proof of compliance with the insurance requirements in this Agreement does not relieve Applicant from liability under this indemnification and hold harmless clause. The obligations of this indemnity section shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

21.5. In any and all claims against the District, or its officers, directors, employees, volunteers or agents, by any employee of the Applicant, any independent contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Applicant or any of its independent contractors under Worker's Compensation acts, disability benefit acts or other employee benefit acts.

22. Construction Manager

22.1. The Applicant shall designate a Construction Manager for the construction of the System. Before work has commenced, the Applicant shall notify the District of who will act as the Construction Manager. The Construction Manager shall:

(a) Conduct a pre-construction conference with the Contractor, District, Applicant and other interested parties;

(b) Perform a shop drawing review of all materials and equipment for the System, as necessary;

(c) Review and approve all progress payments to the Contractor by the Applicant;

(d) Be responsible for coordinating correction of rejected work;

(e) Maintain and complete the as-built plans for the System;

(f) Coordinate conflicts with other utilities;

(g) Obtain District approval prior to the release of any revised drawings or specifications;

(h) Act as a contact for District inspectors; and

(i) Certify compliance with the approved plans and specifications prior to the District's notice of acceptance.

23. Insurance

23.1. Whoever carries out the construction of the System, whether the Applicant or its Contractor, shall procure and maintain for the duration of such construction and the maintenance guarantee period 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 Applicant or its Contractor, their agents, representatives, employees or subcontractors the following types and limits of insurance:

Type	Limits	Scope
Commercial general liability	$2,000,000/occurrence	at least as broad as ISO occurrence form CG 0001
Automobile liability	$1,000,000/accident	at least as broad as ISO CA 0001 (code 1, any auto)
Workers' compensation	statutory limits	
Employers' liability	$1,000,000 per accident	

23.2. The general and automobile liability policy(ies) must be endorsed (consistent with Insurance Code section 11580.04) to name District, its officers, employees and agents as additional insureds regarding liability arising out of the work. Applicant's coverage will be primary and will apply separately to each insurer subject to a claim or lawsuit, except with respect to the limits of the insurer's liability. District's insurance, if any, will be excess and shall not contribute with Applicant's insurance.

23.3. Insurance must be placed with insurers with a current A.M. Best's rating of A-:VII or better unless otherwise acceptable to District.

23.4. Prior to commencing the work, Applicant must provide to District the following proof of insurance: (a) certificate(s) of insurance on ACORD Form 25-S (or insurer's equivalent) evidencing the required insurance coverages; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf the insurer(s), certifying the additional insured coverages.

24. General Provisions

24.1. Integration. This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract among the parties concerning the subject matter addressed herein, and supersedes all prior negotiations,

representations or agreements, either oral or written, that may be related to the subject matter of this Agreement, except those other documents that are expressly referenced in this Agreement.

24.2. Construction and Interpretation. The parties agree and acknowledge that this Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Agreement.

24.3. Waiver. The waiver at any time by any party of its rights with respect to a default or other matter arising in connection with this Agreement will not be deemed a waiver with respect to any subsequent default or matter.

24.4. Remedies Not Exclusive. The remedies provided in this Agreement are cumulative and not exclusive, and are in addition to any other remedies that may be provided by law or equity. The exercise by either party of any remedy under this Agreement will be without prejudice to the enforcement of any other remedy.

24.5. Severability. The invalidity, illegality or unenforceability of any provision of this Agreement will not render the other provisions unenforceable, invalid or illegal.

24.6. Successors and Assigns. The provisions of this Agreement shall apply to and bind the successors, grantees and assigns of the respective parties, but no assignment or transfer of this Agreement, or any part hereof, or interest herein by the Applicant shall be valid until and unless approved by the District in writing.

24.7. Relationship of Parties. Applicant and its contractors and agents are not agents of District in connection with the Work or performance of Applicant's obligations under this Agreement.

24.8. Amendment. This Agreement may be modified or amended only by a subsequent written agreement approved and executed by both parties.

24.9. Governing Law and Venue. Except as otherwise required by law, (a) this Agreement will be interpreted, governed by, and construed under the laws of the State of California, and (b) the County of Alpine shall be venue for any state court lawsuit and the Eastern District of California shall be venue for any federal court lawsuit seeking to enforce or construe this Agreement.

24.10. Notices. Any notice, invoice or other communication required or permitted to be given under this Agreement must be in writing and either served personally or sent by prepaid, first class U.S. mail and addressed as follows:

District: General Manager Kirkwood Meadows Public Utility District 33540 Loop Road P.O. Box 247 Kirkwood, CA 95646	Applicant: See address on page 1

Any party may change its address by notifying the other parties in writing of the change of address.

KIRKWOOD MEADOWS PUBLIC UTILITY DISTRICT	APPLICANT
By:_____ General Manager	By: _____
	_____ *[name]*
	_____ *[title]*

EXHIBIT A
Map of Subject Property

Recording Requested By, And When
Recorded, Please Mail Document To:

KIRKWOOD MEADOWS
PUBLIC UTILITY DISTRICT
Attn: General Manager
PO BOX 247
Kirkwood, CA 95646

Official Document, Exempt from Recording
Fees Pursuant to Gov't Code §§ 6103 & 27383

No Document Transfer Tax
Per R&T Code § 11922

Assessor's Parcel No: ____ - ____ - ____ -- This Space for Recorder's Use Only --

---

GRANT OF EASEMENT AND RIGHT OF WAY

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, _____, Grantor, hereby grants to **KIRKWOOD MEADOWS PUBLIC UTILITY DISTRICT,** a political subdivision of the State of California, Grantee, a permanent easement and right of way, including the perpetual right to enter upon the real property described below at any time that Grantee may deem necessary to locate, construct, install, operate, maintain, repair, modify, replace and remove above- and below-ground [pipelines, conduits, electrical lines], and all necessary below- and above-ground appurtenances thereto, for the purpose of conveying [water, wastewater, propane, electricity] over, across, through, and under the lands hereinafter described, together with the right to excavate and refill ditches or trenches for the location of said facilities and the further right to remove trees, bushes, undergrowth, ground covering pavement and any other obstructions within the described easement interfering with the location, construction, installation, operation, maintenance, repair, modification, replacement and removal of said facilities and appurtenances.

The land burdened by this Grant of Easement and Right of Way is a twenty (20) foot strip located in the County of [Alpine, Amador, El Dorado] State of California and is more particularly described as follows:

See Exhibit "A" attached to and made a part of this Grant of Easement and Right of Way

The specific easement area subject to this Grant of Easement and Right of Way is described as:

See Exhibits "B" and "C" attached to and made a part of this Grant of Easement and Right of Way

As a condition of this Grant of Easement and Right of Way, Grantor reserves the right to use the easement area for purposes that will not interfere with Grantee's full enjoyment of the rights hereby

SAMPLE

granted; provided that Grantor shall not erect or construct any building, wall, fence, or other permanent structure, or drill or operate any well, or construct any reservoir or any other obstruction on said land, or to diminish or substantially add to the ground cover lying over the easement and right-of-way granted herein.

Grantee covenants and agrees, for itself, and its successors and assigns, as part of the consideration for this Grant of Easement and Right of Way, at all times after doing any work on or in connection with the Easement, to restore the Property and Easement Area to the same condition in which the same were found before such work was undertaken.

The provisions of this Grant of Easement shall run with the land and inure to the benefit of and bind the heirs, successors, and assigns of the Grantor and Grantee.

Executed this _____ day of _____, 20____.

_____

By: _____

_____

Bond No. _____
Premium: $_____

[MAINTENANCE or PERFORMANCE] GUARANTEE

KNOW ALL MEN BY THESE PRESENTS:

THAT WE,_____, as Principal, and_____, as Surety, are held and firmly bound unto the Kirkwood Meadows Public Utility District as Obligee, in the sum of _____ Dollars, ($_____) lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal, as condition of _____ entered into a Main Line Extension Agreement, as Agreement, dated _____, with said Obligee to complete the improvements specified in said agreement, for the _____ project.

WHEREAS, said agreement provided that Principal shall guarantee replacement and repair of improvements as described therein for a period of 12 months following final acceptance of said improvements by the Kirkwood Meadows Public Utility District;

NOW, THEREFORE, the above Principal shall indemnify the Obligee for all loss that Obligee may sustain by reason of any defective materials or workmanship and shall warranty all materials and workmanship furnished pursuant to the Agreement for the period of one year from and after the Notice of Acceptance of the said improvements by Obligee, then this obligation shall be void, otherwise to remain in full force and effect. This guarantee does not excuse the Principal from breaches of contract causing defects that occur or are discovered more than one year after the notice of acceptance.

NOW, THEREFORE, the Principal and Surety under this Guarantee shall repair or replace to the satisfaction of the Kirkwood Meadows Public Utility District any or all such work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other work which may be damaged or displaced in so doing. In the event of failure to comply with the above stated conditions within a reasonable time, the Kirkwood Meadows Public Utility District is authorized to have the defect repaired and made good. The Principal and Surety under this Guarantee shall be jointly and severally liable to the Kirkwood Meadows Public Utility District for such costs of repair, including, but not limited to, management and administrative costs, and engineering, legal and other costs incurred relating to the repair. The Kirkwood Meadows Public Utility District shall bill the Applicant and the surety for such costs, which bill shall be paid within thirty (30) days after its date. Interest shall accrue on any late payment at the legal rate then prevailing.

PRINCIPAL	SURETY
[PRINCIPAL NAME]	[SURETY NAME]
By: _____	By: _____
[Name and Title Principal Signee]	[Name, Title and Seal of Surety Signee]

IN WITNESS WHEREOF this Instrument has been duly executed by the Principal and Surety above named on this day, _____, ____.

SAMPLE