

APPENDIX 1

RESIDENTIAL CONNECTION FORM AND PERMIT APPLICATION

MARINA COAST WATER DISTRICT
11 Reservation Road, Marina CA 93933 (831) 384-6131
RESIDENTIAL CONNECTION FORM AND PERMIT APPLICATION

NOTE: When approved and signed by the jurisdiction, this form must be submitted with final and complete construction plans to the Marina Coast Water District permit office.

Completing the Residential Connection Form & Permit Application does not guarantee issuance of a permit.
ALL SPACES BELOW MUST BE COMPLETED OR THE APPLICATION MAY NOT BE PROCESSED.

(Please print clearly.)

Property Owner: _____
 Owner's Telephone Number: _____
 Agent/Representative: _____
 Agent's Telephone Number: _____
 Property Address: _____
 Mailing Address (if different from property): _____
 Assessor's Parcel Number: _____
 Project Type (Check One) _____ Single Family Residence, New Construction
 _____ SF Residence, Addition/Renovation
 _____ Multi-Family Residence, New Construction
 _____ MF Residence, Addition/Renovation
 Water Meters Required (enter quantity): _____ Potable _____ Irrigation

Will landscaping be equal to or greater than 5000 sq.ft.? If so, please fill out and include "Residential Irrigation Connection Form and Permit Application" in submittal package _____ Yes _____ No _____ N/A

NEW CONSTRUCTION SKIP TO TABLE 2.

TABLE NO. 1 - EXISTING PROPERTY FIXTURE COUNT (All fixtures before project.)

TYPE OF FIXTURE	No. Fixtures	Fixture Units per		Total Fixture Units	
		Water	Sewer	Water	Sewer
Indoor Fixtures					
Bathtub, Large (over 55 gallon capacity)		4.0	3.0		
Bathtub, Standard (may have shower head above)		4.0	2.0		
Bidet		1.0	1.0		
Clothes Washer		4.0	3.0		
Clothes Washer, ULF (maximum 18 gallons per cycle)		2.0	1.5		
Clothes Washer, ULF (maximum 28 gallons per cycle)		3.0	2.0		
Dishwasher		1.5	2.0		
Dishwasher, ULF (maximum 7.66 gallons per cycle)		1.0	1.5		
Shower (each additional showerhead)		2.0	1.0		
Shower, separate stall (one head)		2.0	2.0		
Sink, Bar		1.0	1.0		
Sink, Kitchen		1.5	2.0		
Sink, Laundry		1.5	2.0		
Sink, Wash basin/Lavatory (dual bath count as 1)		1.0	1.0		
Water Closet (toilet, pre-1993, over 1.6 gal per flush)		3.0	4.0		
Water Closet, ULF (1.6 gal per flush)		2.5	3.0		
Water Closet, HET (1.28 gpf single or dual flush)		1.5	2.0		
Other (specify)					
Other (specify)					
Other (specify)					
Outdoor Fixtures					
Decorative fountain (built in fixtures only)		1.0	0		
Hose Bibbs (1st Hose Bibb)		2.5	0		
Hose Bibbs (each additional)		1.0	0		
Lawn Sprinklers (each head)		1.0	0		
Outdoor spa/Jacuzzi (built in fixtures only)		2.0	0		
Swimming pool (ea. 100 sq. ft. of pool surface)		1.0	0		

Total Existing Water Fixture Units _____
 Total Existing Sewer Fixture Units _____
 Existing Equivalent Dwelling Units (Water) _____
 Existing Equivalent Dwelling Units (Sewer) _____

TABLE NO. 2 - POST-PROJECT PROPERTY FIXTURE COUNT (All fixtures after project completion.)

TYPE OF FIXTURE	No. Fixtures	Fixture Units per		Total Fixture Units	
		Water	Sewer	Water	Sewer
Indoor Fixtures					
Bathtub, Large (over 55 gallon capacity)		4.0	3.0		
Bathtub, Standard (may have shower head above)		4.0	2.0		
Bidet		1.0	1.0		
Clothes Washer		4.0	3.0		
Clothes Washer, ULF (maximum 18 gallons per cycle)		2.0	1.5		
Clothes Washer, ULF (maximum 28 gallons per cycle)		3.0	2.0		
Dishwasher		1.5	2.0		
Dishwasher, ULF (maximum 7.66 gallons per cycle)		1.0	1.5		
Shower (each additional showerhead)		2.0	1.0		
Shower, separate stall (one head)		2.0	2.0		
Sink, Bar		1.0	1.0		
Sink, Kitchen		1.5	2.0		
Sink, Laundry		1.5	2.0		
Sink, Wash basin/Lavatory (dual bath count as 1)		1.0	1.0		
Water Closet (toilet, pre-1993, over 1.6 gal per flush)		3.0	4.0		
Water Closet, ULF (1.6 gal per flush)		2.5	3.0		
Water Closet, HET (1.28 gpf single or dual flush)		1.5	2.0		
Other (specify)					
Other (specify)					
Other (specify)					
Outdoor Fixtures					
Decorative fountain (built in fixtures only)		1.0	0		
Hose Bibbs (1st Hose Bibb)		2.5	0		
Hose Bibbs (each additional)		1.0	0		
Lawn Sprinklers (each head)		1.0	0		
Outdoor spa/Jacuzzi (built in fixtures only)		2.0	0		
Swimming pool (ea. 100 sq. ft. of pool surface)		1.0	0		

Proposed Total Water Fixture Units

Proposed Total Sewer Fixture Units

Proposed Equivalent Dwelling Units (Water)

Proposed Equivalent Dwelling Units (Sewer)

1. In completing the Residential Connection Form and Permit Application, the undersigned acknowledges that any discrepancy or mistake may cause rejection or delay in processing the application. Additionally, the undersigned is responsible for accurately accounting for all water fixtures. If the fixture unit count changes without notification to the District, or if a difference in fixtures is documented upon official inspection, water permits for the property may be cancelled. In addition, water fixtures installed without a water permit may be cause for interruptions of the water service to the site, additional fees and penalties the imposition of a lien on the property, and deduction from the local jurisdiction's allocation.

2. In completing the Residential Connection Form and Permit Application, the undersigned acknowledges that MCWD Code 6.08.040, Paragraph D states "If connection is not made to the District's water or recycled water system within one year from the date a capacity charge is paid after the effective date of this provision (August 8, 2007), the difference between the amount of the capacity charge paid and the amount of the revised capacity charge in effect at the time of the connection shall be paid to the District before the connection is installed".

3. In completing the Residential Connection Form and Permit Application, the undersigned acknowledges that MCWD Code 6.12.020, Paragraph D states "If connection is not made to the District's sewer system within one year from the date a capacity charge is paid after the effective date of this provision (August 8, 2007), the difference between the amount of the capacity charge paid and the amount of the revised capacity charge in effect at the time of the connection shall be paid to the District before the connection is installed".

I certify, under the penalty of perjury, that the information provided on the Water Release Form & Permit application is to my knowledge correct, and the information accurately reflects the changes affecting water presently planned for this property

Signature of Owner/Agent

Date

This form expires on the same date as any discretionary or building permits issued for this project by the city or county expire.

For MCWD only:

Date Received: _____

By: _____

Meter Installation Approval Date: _____

By: _____

District Engineer

Water Equivalent Dwelling Units (EDU):	If reducing EDU count, no charge	:Sewer Equivalent Dwelling Units (EDU)
Proposed Total Dwelling Units:		:Proposed Total Dwelling Units
Existing Dwelling Units: _____		:Existing Dwelling Units
Net Increase in Dwelling Units: _____		:Net Increase in Dwelling Units
<i>Net Water EDU's Due:</i>		<i>:Net Sewer EDU's Due</i>

Water Meter Size:

Fees and Capacity Charges Calculations: Svc Area:

Fees	Fee Schedule	No. Units	Extension
Preliminary Project Review Fee, New Residence	\$ 500.00		\$
Preliminary Review Fee, Addition/Renovation	\$ 200.00		\$
Additional Review Fees (actual cost)	\$		\$
Water Permit Fee	\$ 30.00		\$
Sewer Permit Fee	\$ 30.00		\$
Water Meter Installation Fee:	\$		\$
Water Capacity Charge (see EDU calcs below):	\$		\$
Sewer Capacity Charge (see EDU calcs below):	\$		\$
Construction Inspection (single lot):	\$ 400.00		\$
Construction Inspection (large project):	\$ 500.00		\$ *
Total			

Additional Review Fees:

Reviewer:	Hours:	Rate:	Subtotal:
District Engineer		\$ 105.00	\$
Capital Projects Manager		\$ 85.00	\$
Project Engineer		\$ 68.00	\$
Associate Engineer		\$ 63.00	\$
Consultants			\$
Total			\$

* Fee estimate not final until reviewed by MCWD staff.

MARINA COAST WATER DISTRICT
11 Reservation Road, Marina CA 93933 (831) 384-6131

RESIDENTIAL IRRIGATION CONNECTION FORM AND PERMIT APPLICATION

NOTE: When approved and signed by the jurisdiction, this form must be submitted with final and complete construction plans to the Marina Coast Water District permit office.

*Completing the Residential Irrigation Connection Form & Permit Application
 does not guarantee issuance of a permit.*

ALL SPACES BELOW MUST BE COMPLETED OR THE APPLICATION MAY NOT BE PROCESSED.
 (Please print clearly.)

PROPERTY INFORMATION

Property Owner: _____
 Owner's Telephone Number: _____
 Agent/Representative: _____
 Agent's Telephone Number: _____
 Property Address: _____
 Mailing Address (if different from property): _____
 Assessor's Parcel Number: _____
 Rehabilitated Landscape requiring a permit? (Y/N) _____

DESCRIPTION OF AREA SERVED

Development Name (Address): _____
 Irrigation Meters Required (enter quantity): _____
 List of Parcels/Lots Served By Meter(s): _____

Map of area served attached? (Y/N) _____ (map must identify the Parcels/Lots served by the Connection)

ACREAGES OF AREA SERVED

(1-acre = 43,560-feet-squared)

	Proposed		Existing	
	Acres	Ft ²	Acres	Ft ²
Total Project Area:	_____	_____	_____	_____
Area of Structures, Hardscape:	_____	_____	_____	_____
Area of Non-irrigated Open Space:	_____	_____	_____	_____
Landscape Area (irrigated planting area):	_____	_____	_____	_____
A) Landscape Plantings (non-turf):	_____	_____	_____	_____
B) Ornamental Turf:	_____	_____	_____	_____
C) Special Landscape Area (recreational turf):	_____	_____	_____	_____

CONVERTING ACREAGES TO EQUIVALENT DWELLING UNITS

Acreage Change Summary

Irrigated Landscape Category	Proposed (acres)	Existing (acres)	Change (acres)
Landscape (non-turf)	_____	_____	_____
Ornamental Turf	_____	_____	_____
Special Landscape Area (recreational turf)	_____	_____	_____

Acreage to Demand (in acre-feet per year - AFY)

Irrigated Landscape Category	Change (acres)	Water Use (AFY)
Landscape (non-turf)	_____	_____
Ornamental Turf	_____	_____
Special Landscape Area (recreational turf)	_____	_____

Demand to Equivalent Dwelling Units (EDUs)

Irrigated Landscape Category	Water Use (AFY)	EDUs
Landscape (non-turf)		
Ornamental Turf		
Special Landscape Area (recreational turf)		

1. In completing the Residential Irrigation Connection Form and Permit Application, the undersigned acknowledges that any discrepancy or mistake may cause rejection or delay in processing the application. Additionally, the undersigned is responsible for accurately accounting for all water fixtures and irrigation areas. If the fixture unit count, irrigation areas, or business type changes without notification to the District, or if a difference in fixtures, irrigation areas, or business type is documented upon official inspection, water permits for the property may be cancelled. In addition, if water fixtures or irrigation systems are installed or a change of business type occurs without a water permit, then this may be cause for interruptions of the water service to the site, additional fees and penalties, the imposition of a lien on the property, and deduction from the local jurisdiction's allocation.

2. In completing the Residential Irrigation Connection Form and Permit Application, the undersigned acknowledges that MCWD Code 6.08.040, Paragraph D states "If connection is not made to the District's water or recycled water system within one year from the date a capacity charge is paid after the effective date of this provision (August 8, 2007), the difference between the amount of the capacity charge paid and the amount of the revised capacity charge in effect at the time of the connection shall be paid to the District before the connection is installed".

3. Upon installation of the water meter, the undersigned acknowledges that a Back Flow Preventer Assembly (BFP) Test shall be conducted by a Certified BFP Assembly Tester within two weeks of meter installation. Failure to do so within the time frame and/or failed test results may result in removal or lockout of the meter.

I certify, under the penalty of perjury, that the information provided on the Residential Irrigation Connection Form and Permit Application is to my knowledge correct, and the information accurately reflects the changes affecting water presently planned for this property.

Signature of Owner/Agent

Date

This form expires on the same date as any discretionary or building permits issued for this project by the city or county expire.

For MCWD only:

Date Received: _____

By: _____

Meter Installation Approval Date: _____

By: _____

District Engineer

Exterior Water Equivalent Dwelling Units (EDU):

Proposed Total Water Demand:	AFY
Existing Water Demand:	AFY
Net Increase in Demand:	AFY
Exterior Water EDUs:	EDUs @ 0.33 AFY/EDU
Previous EDUs Paid:	_____ EDUs
Net EDU's Due:	

Irrigation Water Meter Size:

Fees and Capacity Charges Calculations **Svc Area:**

Fees	Fee Schedule	No. Units	Extension
Preliminary Project Review Fee, New Construction	\$ 500.00		\$
Preliminary Review Fee, Comm. Modifications	\$ 400.00		\$
Additional Review Fees (actual cost)	\$		\$
Irrigation Meter Installation Fee:	\$		\$
Exterior Water Capacity Charge (see EDU calcs):	\$		\$
Construction Inspection (single lot):	\$ 400.00		\$
Construction Inspection (large project):	\$ 500.00		\$
Total			\$ _____ *

* Fee estimate not final until reviewed by MCWD staff.

Backflow Devices: Size: Quantity: Size: Quantity:
Irrigation:

Additional Review Fees:

Reviewer:	Hours:	Rate:	Subtotal:
District Engineer		\$ 105.00	\$ -
Capital Projects Manager		\$ 85.00	\$ -
Project Engineer		\$ 68.00	\$ -
Associate Engineer		\$ 63.00	\$ -
Consultant			\$ -
Total			\$ -

APPENDIX 2

COMMERCIAL CONNECTION FORM
AND
PERMIT APPLICATION

MARINA COAST WATER DISTRICT
11 Reservation Road, Marina CA 93933 (831) 384-6131
COMMERCIAL CONNECTION FORM AND PERMIT APPLICATION

Completing the Commercial Connection Form & Permit Application does not guarantee issuance of a permit.
ALL SPACES BELOW MUST BE COMPLETED OR THE APPLICATION MAY NOT BE PROCESSED.
 (Please print clearly.)

1. OWNERSHIP INFORMATION

Property Owner: _____
 Owner's Telephone Number: _____
 Mailing Address: _____

2. AGENT/REPRESENTATIVE INFORMATION

Agent/Representative: _____
 Agent's Telephone Number: _____
 Mailing Address: _____

3. PROPERTY INFORMATION

Property Address: _____

 Assessor's Parcel Number _____
 Project Type (Check One) _____ New Construction
 _____ Renovation of Existing Structures
 _____ Rehabilitated Landscape (2,500 Sq. Ft. or more)
 _____ New business in existing building, no renovation
 Water Meters Required (enter quantity): _____ Potable _____ Irrigation

4. BUSINESS INFORMATION (used to calculate capacity charges)

Item	Proposed		Previous		Change
List Business Type			For new const, leave blank		
No. of Employees					
Auto repair shops		sq. ft.		sq. ft.	
Bar		seats		seats	
Beauty shop/barber shop		stations		stations	
Car wash w/recycle		sq. ft.		sq. ft.	
Child Care		sq. ft.		sq. ft.	
Commercial laundry		washers		washers	
Delicatessen (w/o seating)		sq. ft.		sq. ft.	
Dental offices		sq. ft.		sq. ft.	
Dry Cleaners (no washer machines)		sq. ft.		sq. ft.	
Gas station		pumps		pumps	
General retail		sq. ft.		sq. ft.	
General office		sq. ft.		sq. ft.	
Grocery and other Markets		sq. ft.		sq. ft.	
Hotel/motel/bed & breakfast		units		units	
Laundromat (self-serve)		washers		washers	
Medical offices		sq. ft.		sq. ft.	
Meeting halls, churches		sq. ft.		sq. ft.	
Nursing home		rooms		rooms	
Photographic lab		sq. ft.		sq. ft.	
Plant nursery		sq. ft. land		sq. ft. land	
Public restroom		toilets		toilets	
Restaurant (incl. fast food, deli, sandwich shop)		seats		seats	
Retail photo w/processing		sq. ft.		sq. ft.	
Swimming pool (per 100 sq. ft. pool surface area)		100 sf		100 sf	
Theater		seats		seats	
Veterinary		sq. ft.		sq. ft.	
Warehouse, distribution, self-storage		sq. ft.		sq. ft.	

continued on next page

4. BUSINESS INFORMATION (continued)

Exterior Irrigation

Item	Proposed		Previous		Change
Landscape (non-turf)		sq. ft.		sq. ft.	
Ornamental Turf		sq. ft.		sq. ft.	
Special Landscape Area (recreational turf)		sq. ft.		sq. ft.	

NEW CONSTRUCTION SKIP TO TABLE 2.

TABLE NO. 1 - EXISTING PROPERTY FIXTURE COUNT (All fixtures before project.)

TYPE OF FIXTURE	No. Fixtures	Fixture Units per		Total Fixture Units	
		Water	Sewer	Water	Sewer
Indoor Fixtures					
Bathub, Standard (may have shower head above)		4.0	2.0		
Clothes Washer		4.0	3.0		
Clothes Washer, ULF (maximum 18 gallons per cycle)		2.0	1.5		
Clothes Washer, ULF (maximum 28 gallons per cycle)		3.0	2.0		
Dishwasher		1.5	2.0		
Dishwasher, ULF (maximum 7.66 gallons per cycle)		1.0	1.5		
Drinking Fountain / Water Cooler		0.5	0.5		
Floor Drain		0.0	3.0		
Shower (each additional showerhead)		2.0	1.0		
Shower, separate stall (one head)		2.0	2.0		
Sink, Bar		2.0	2.0		
Sink, Commercial sink (Service/Mop)		3.0	3.0		
Sink, Kitchen		1.5	2.0		
Sink, Laundry		1.5	2.0		
Sink, Wash basin/Lavatory		1.0	1.0		
Urinal, flushometer (1.0 gal per flush)		2.0	2.0		
Urinal, waterless		0.0	0.5		
Water Closet (toilet, pre-1993, over 1.6 gal per flush)		5.5	6.0		
Water Closet, ULF (1.6 gal per flush)		2.5	4.0		
Water Closet, HET (1.28 gpf single or dual flush)		1.5	3.0		
Other (specify)					
Other (specify)					
Other (specify)					
Outdoor Fixtures					
Decorative fountain (built in fixtures only)		1.0	0		
Drinking Fountain		0.5	0		
Hose Bibbs (1st Hose Bibb)		2.5	0		
Hose Bibbs (each additional)		1.0	0		
Outdoor spa/Jacuzzi (built in fixtures only)		2.0	0		
Swimming pool (ea. 100 sq. ft. of pool surface)		1.0	0		

Total Existing Water Fixture Units

Total Existing Sewer Fixture Units

TABLE NO. 2 - POST-PROJECT PROPERTY FIXTURE COUNT (All fixtures after project completion.)

TYPE OF FIXTURE	No. Fixtures	Fixture Units per		Total Fixture Units	
		Water	Sewer	Water	Sewer
Indoor Fixtures					
Bathtub, Standard (may have shower head above)		4.0	2.0		
Clothes Washer		4.0	3.0		
Clothes Washer, ULF (maximum 18 gallons per cycle)		2.0	1.5		
Clothes Washer, ULF (maximum 28 gallons per cycle)		3.0	2.0		
Dishwasher		1.5	2.0		
Dishwasher, ULF (maximum 7.66 gallons per cycle)		1.0	1.5		
Drinking Fountain / Water Cooler		0.5	0.5		
Floor Drain		0.0	3.0		
Shower (each additional showerhead)		2.0	1.0		
Shower, separate stall (one head)		2.0	2.0		
Sink, Bar		2.0	2.0		
Sink, Commercial sink (Service/Mop)		3.0	3.0		
Sink, Kitchen		1.5	2.0		
Sink, Laundry		1.5	2.0		
Sink, Wash basin/Lavatory		1.0	1.0		
Urinal, flushometer (1.0 gal per flush)		2.0	2.0		
Urinal, waterless		0.0	0.5		
Water Closet (toilet, pre-1993, over 1.6 gal per flush)		5.5	6.0		
Water Closet, ULF (1.6 gal per flush)		2.5	4.0		
Water Closet, HET (1.28 gpf single or dual flush)		1.5	3.0		
Other (specify)					
Other (specify)					
Other (specify)					
Outdoor Fixtures					
Decorative fountain (built in fixtures only)		1.0	0		
Drinking Fountain		0.5	0		
Hose Bibbs (1st Hose Bibb)		2.5	0		
Hose Bibbs (each additional)		1.0	0		
Outdoor spa/Jacuzzi (built in fixtures only)		2.0	0		
Swimming pool (ea. 100 sq. ft. of pool surface)		1.0	0		

Proposed Total Water Fixture Units _____
Proposed Total Sewer Fixture Units _____

1. In completing the Commercial Connection Form and Permit Application, the undersigned acknowledges that any discrepancy or mistake may cause rejection or delay in processing the application. Additionally, the undersigned is responsible for accurately accounting for all water fixtures. If the fixture unit count changes or business type changes without notification to the District, or if a difference in fixtures or business type is documented upon official inspection, water permits for the property may be cancelled. In addition, if water fixtures are installed or a change of business type occurs without a water permit, then this may be cause for interruptions of the water service to the site, additional fees and penalties, the imposition of a lien on the property, and deduction from the local jurisdiction's allocation.

2. In completing the Commercial Connection Form and Permit Application, the undersigned acknowledges that MCWD Code 6.08.040, Paragraph D states "If connection is not made to the District's water or recycled water system within one year from the date a capacity charge is paid after the effective date of this provision (August 8, 2007), the difference between the amount of the capacity charge paid and the amount of the revised capacity charge in effect at the time of the connection shall be paid to the District before the connection is installed".

3. In completing the Commercial Connection Form and Permit Application, the undersigned acknowledges that MCWD Code 6.12.020, Paragraph D states "If connection is not made to the District's sewer system within one year from the date a capacity charge is paid after the effective date of this provision (August 8, 2007), the difference between the amount of the capacity charge paid and the amount of the revised capacity charge in effect at the time of the connection shall be paid to the District before the connection is installed".

4. Upon installation of the water meter, the undersigned acknowledges that a Back Flow Preventer Assembly (BFP) Test shall be conducted by a Certified BFP Assembly Tester within two weeks of meter installation. Failure to do so within the time frame and/or failed test results may result in removal or lockout of the meter.

I certify, under the penalty of perjury, that the information provided on the Commercial Connection Form and Permit Application is to my knowledge correct, and the information accurately reflects the changes affecting water presently planned for this property.

Signature of Owner/Agent

Date

This form expires on the same date as any discretionary or building permits issued for this project by the city or county expire.

For MCWD only:

Date Received: _____

By: _____

Fees and Capacity Charges Calculations

Svc Area:

Fees	Fee Schedule	No. Units	Extension
Preliminary Project Review Fee, New Construction	\$ 500.00		\$
Preliminary Review Fee, Comm. Modifications	\$ 400.00		\$
Additional Review Fees (actual cost)	\$		\$
Water Permit Fee	\$ 30.00		\$
Sewer Permit Fee	\$ 30.00		\$
Potable Water Meter Installation Fee:	\$		\$
Irrigation Meter Installation Fee:	\$		\$
Interior Water Capacity Charge (see EDU calcs):	\$		\$
Exterior Water Capacity Charge (see EDU calcs):	\$		\$
Sewer Capacity Charge (see EDU calcs below):	\$		\$
Construction Inspection (single lot):	\$ 400.00		\$
Construction Inspection (large project):	\$ 500.00		\$
Total			\$ *

Interior Water Equivalent Dwelling Units (EDU):

Proposed Total Water Demand:	AFY
Existing Water Demand:	AFY
Net Increase in Demand:	AFY
Water EDUs @ 0.33 AFY per EDU:	
Previous EDUs Paid:	_____
Net EDU's Due:	

Exterior Water Equivalent Dwelling Units (EDU):

Proposed Total Water Demand:	AFY
Existing Water Demand:	AFY
Net Increase in Demand:	AFY
Water EDUs @ 0.33 AFY per EDU:	
Previous EDUs Paid:	_____
Net EDU's Due:	

Sewer Equivalent Dwelling Units (EDU):

Proposed Total Sewer Fixture Units:	
Existing Sewer Fixture Units:	_____
Net Increase in Fixture Units:	
Sewer EDUs @ 20 FU per EDU (min 1):	Hotel/motel use 1 EDU/room
Previous EDUs Paid:	_____
Net EDU's Due:	

Potable Water Meter Size:

Irrigation Water Meter Size:

Backflow Devices: Size: Quantity: Size: Quantity:

Potable:

Irrigation:

Additional Review Fees:

Reviewer:	Hours:	Rate:	Subtotal:
District Engineer		\$ 105.00	\$ -
Capital Projects Manager		\$ 85.00	\$ -
Project Engineer		\$ 68.00	\$ -
Associate Engineer		\$ 63.00	\$ -
Consultant		\$	\$ -
Total			\$ -

* Fee estimate not final until reviewed by MCWD staff.

EXAMPLE

APPENDIX 3

**Construction and Transfer of
Water, Sewer and Recycled Water
Infrastructure Agreement**

EXAMPLE

CONSTRUCTION AND TRANSFER OF WATER, SEWER AND
RECYCLED WATER INFRASTRUCTURE AGREEMENT
BETWEEN MARINA COAST WATER DISTRICT AND
DEVELOPER

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CONSTRUCTION AND TRANSFER OF WATER, SEWER AND RECYCLED WATER INFRASTRUCTURE AGREEMENT

This Agreement made and entered into this _____, by and between **Marina Coast Water District**, 11 Reservation Road, Marina, CA, 93933, hereinafter called "District", and _____, a California limited partnership, with its principal offices at _____, hereinafter called the "Developer." This Agreement pertains to the construction and transfer of water, sewer and recycled water infrastructure. [Note: replace City with County throughout, if applicable.]

1. Recitals

1.1 The Developer owns and is developing an approximately ___ acre parcel of land, to be developed [in phases] on property described in Exhibit "B" attached hereto and made a part hereof, in the [City of ____][County of Monterey], California, ("City" or "County") all hereafter referred to as the "Development".

1.2 The City has approved an allocation of water and sewer capacity for the entire _____ Development. The total water allocated by the City to _____ is xxx AFY. However, neither the City nor the District may approve: (1) water allocations that exceed the allocations set by the Fort Ord Reuse Authority (FORA), or (2) sewer capacity established by the type and density of development as included in the FORA Consistency Determinations. The District's role in the Development is to approve the plans for, and inspect the construction of the water sewer, and recycled water "facilities", (defined to mean those certain infrastructure improvements provided for in this Agreement and as approved by District as part of its review of Development plans), accept the transfer of the title, to maintain and operate the systems, and to bill customers for water and sewer service at rates set for the District's Ord Service Area from time to time.

1.3. The District will only serve the Development if the Developer delivers to the District a certified copy of the resolution from the City attached to this Agreement as Exhibit A, approving the allocation of water for the Development from water allocated to the City by FORA.

1.4 Term. This Agreement commences upon execution by the parties and continues for two years (twenty-four months) or until completion of the development construction and the associated warranty period, whichever comes first, unless terminated earlier as provided in section 17 of this Agreement.

2. Design and Construction Requirements

2.1 The water, sewer, and recycled water facilities shall be designed, constructed and be operable to the District's requirements, which shall be a condition of the District's acceptance of the system facilities under this Agreement. District's requirements include, but are not limited to the following:

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2.1.1 Developer shall design and construct the water, sewer and recycled water system facilities in accordance with the District's most recent *Standard Plans and Specifications for Construction of Domestic Water, Sewer, and Recycled Water Facilities* (hereafter *Standards*), Construction Inspection Manual and any other applicable State Regulatory Agency requirements, whichever are most stringent. Any conflict in Development requirements shall be worked out during the plan review process. A licensed civil engineer registered in the State of California shall prepare all plans and specifications.

2.1.2 The Developer shall comply with the District's most recent *Procedure Guidelines and Design Requirements* (hereafter *Procedures*) and the District's *Standards* when submitting project plans and specifications to the District for review and consideration of approval. District's review shall commence after determining compliance with District's *Procedures* regarding the submittals and any other applicable State Regulatory Agency requirements, whichever are most stringent. District review of the project plans and specifications shall commence after receipt of the initial deposit (see Paragraph 2.1.7). District may approve plans concurrent with the City's Approval.

2.1.3 The Developer shall comply with most recent District Code including, but not limited to, section 4.28 *Recycled Water*. More specifically, section 4.28.010 *Applicability* states that "[T]his chapter applies to publicly owned properties, to commercial, industrial and business properties, and to other such properties as may be specified from time to time by Marina Coast Water District ... "Section 4.28 does not require the use of recycled water for irrigation to privately owned residential lots. Improvement plans for the Development must contain recycled water lines to serve common areas and other non-residential lot irrigation within the Development. The Developer and the District will cooperatively identify recycled water turnout location(s). The Developer will also install the lateral lines from each turnout. The Developer, or its successors or assignees (such as an owners association) will obtain required permits for recycled water. This shall include, complying with the California Department of Health Services and other regulatory agency requirements prior to constructing any recycled water facilities.

2.1.4 The District will inspect the construction of water, sewer and recycled water facilities and verify that construction conforms to project plans and specifications. District responsibilities for inspection extends to five (5) feet from the building exterior at the point where the utility enters the structure. The District will also inspect special fixtures including, zero water use urinals, hot water recirculation systems, etc. The District will inform the Developer of required field changes and will contact the Developer and the City regarding easements outside publicly dedicated rights of way. The District will enter into a franchise agreement with the City for non-exclusive use within the public rights of way. Upon receipt of recorded private easements to serve the Development in accordance with the plans and specifications approved by the District, the District will quitclaim any easements not required to serve the Development and not required by the District.

2.1.5 The Developer shall be responsible for replacing or repairing any existing water and sewer facilities within its project limits in order for the District to maintain service to its customers as further described in paragraph 3 *Existing Water and Sewer Infrastructure* of

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this Agreement, and the *In-Tract Policy*. This obligation is Limited to the period of Developer's construction of the infrastructure and the Warranty period of such work and in accordance with the District's most recent *In-Tract Policy*

2.1.6 All system facilities shall be tested to meet District requirements. No system facilities or portion thereof, including but not limited to pipes, pumps, electrical and instrumentation and control will be accepted without meeting District test requirements. The District shall have the right to inspect work in progress in the construction of either in-tract or out-of-tract water, recycled water and sewer infrastructure facilities or special fixtures, as describe above.

2.1.7 Plan Review Fees. The Developer, on a phased basis, agrees to pay all fees and charges, including additional plan check fees and construction inspection fees as required by the District for Developer's work. These fees will be assessed when the fee is paid. The District may also require a prepaid fee to cover staff time before preliminary level or concept level plan check begins. (See *Procedures* section 100.6.2) If the District Engineer determines consultant assistance is required for plan check review or portion thereof, the Developer agrees to prepay the additional plan check fees if that cost exceeds the balance on the initial deposit. The District shall obtain the Developer's written approval for any costs in excess of this amount, for which approval shall not be unreasonably withheld. Upon the execution of this Agreement by both parties, the Developer shall deposit with the District the applicable administration and plan check fees. Any surplus fees shall be returned to the Developer, or at Developer's request, used to pay subsequent fees, e.g., construction inspection fees.

2.1.8 Construction Inspection Fees. On a phased basis, the District shall require the construction inspection fee before undertaking a construction inspection review of the proposed water, recycled water and sewer facilities. As a condition precedent to the District's obligation to undertake a construction inspection review of the proposed water, recycled water and sewer facilities, the Developer shall provide to the District the construction inspection fee, which is currently five hundred dollars (\$500.00) per unit plus three percent (3%) of water, recycled water and sewer facilities construction costs, pursuant to Developer's Engineer's estimate. (See *Procedures* section 200.3.2) Any surplus inspection fees shall be returned to Developer.

2.1.9 Construction Bid Data. The Developer will submit actual construction bid data. The submitted data shall be in a unit cost format certified by both the contractor and the Developer as being the actual costs incurred in furnishing and installing the water, sewer and recycled facilities. The water, sewer and recycled construction costs must be reviewed and accepted by the District. The District shall maintain all such information as confidential and shall not disclose the same to any third party.

3 Existing Water and Sewer Infrastructure

3.1 The Developer will comply with the District's *In-Tract Policy* regarding any water, reclaimed water and sewer mains or appurtenances within the Development. Developer, or its successors or assignees, shall assume all responsibility, and will hold District harmless, for all

EXAMPLE

water/sewer infrastructure within the Development boundaries that will be removed or abandoned by Developer. Abandonment-in-place requires written approval by the District. The Developer is responsible to repair or replace water and sewer facilities within the Development boundaries during the construction of the Development which are for the exclusive use of the Development.

3.2 For Developments that use existing infrastructure as described in the *In-Tract Policy* (reference Policy no. 2), the Developer shall provide a completed, signed Utility Agreement with the District that provides anticipated higher costs of the remaining older system left in-place. The Utility Agreement shall include detailed language regarding form of payment and date certain for receipt of payment. Acceptable forms of payment include payment bond, irrevocable letter of credit, cash deposit, or construction "set-aside" loan. Developments that do not use existing infrastructure as described in the *In-Tract Policy* will follow Policy no. 1 of that document. Developer does not anticipate use of any existing infrastructure, therefore, this paragraph would not apply. However, should that change, as design progresses, the requirements of this paragraph shall be enforced as described in the *In-Tract Policy*, Developer will follow Policy no.1 of that document.

3.3 As part of District's review, District may require Developer to design and construct oversized infrastructure to accommodate water, recycled water and sewer service to areas other than the Development. The District or a third party will pay expenses relating to any installation or replacement of facilities needed for any third party users. Receipt of such payments may not delay District approvals. Any such obligation may be satisfied by a reimbursement agreement or other agreement reasonably satisfactory to Developer. Other than pipeline or related appurtenances that are repaired or replaced by the Developer, if the Developer repairs or replaces facilities that benefit properties other than the Development, the District may provide a portion of the replacement costs through a cost sharing Agreement or other Agreement acceptable to the District and the Developer, or in accordance with the then-current District payment structure required of all new developments, or as determined pursuant to the dispute resolution procedure in paragraph 19 *Dispute Resolution Procedures* if the parties cannot agree.

4. District to Serve Development

4.1 , District will provide water, recycled water and sewer service to the Development as shown on Exhibit C after final Board Acceptance of the conveyance of the water, recycled water, and sewer system facilities and final Board Acceptance of the system (see *Procedures* section 300.25). The District will bill and serve them. The bill will include the prepayment of applicable meter fees and charges, cross connection charges, and other applicable fees and charges approved pursuant to the agreement with FORA for service on the former Fort Ord. Once the applicable fees and charges are made, the District will immediately begin service with the installation of the water meter(s). The District's obligations in this section are subject to District's rules, regulations, policies and ordinances, which may be updated from time to time.

5. Capacity Charge

5.1 In July 2005, the District Board of Directors approved a capacity charge for water and sewer

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services in the amount of \$2,800 per EDU and \$1,000 per EDU respectively. These charges are due when the first building permit is issued. The District Board of Directors reserves its right to review and revise these charges from time to time; subject to applicable law and the District's approval procedures for such charges.

5.2 Exhibit E is a notice that will be provided to the property owners informing them of the need for and amount of water and sewer surcharge that will be included on their District customer bills. The Developer hereby agrees that the Notice to Buyer(s) informing them of the Water and Sewer surcharge adopted by the District shall either be contained in the Department of Real Estate Public Report or a letter from the Developer to each prospective property buyer. The Developer agrees to provide this notice to each prospective property buyer prior to the execution of any contract to purchase property in the Development.

6. Water Augmentation Project [applicable only to the Ord Community]

6.1 In October 2004, the District Board of Directors certified its Regional Urban Water Augmentation Project Environmental Impact Report for a Water Augmentation Project. That project will provide additional water to the former Fort Ord. Alternatives included a 3,000 AFY recycled water project, a 3,000 AFY desalination project, or a 3,000 AFY hybrid project that includes a 1,500 AFY desalination plant and a 1,500 AFY recycled water project. In June 2005, the District and FORA Board of Directors approved the Hybrid Alternative and directed staff to initiate the scoping process. The selection of the Hybrid Alternative will result in the availability of recycled water. Therefore, improvement plans must be compatible with and anticipate the availability of a non-potable water supply to serve common area open spaces within the Development, as permitted by applicable laws and regulations. If an alternative water supply satisfies the foregoing requirements, Developer and District will cooperatively identify recycled water turnout location(s).

6.2 Developer, or its successors or assignees (such as an owners association), will obtain all permits that allow the use of recycled water, and agrees to take recycled water for non-potable use at the time it becomes available. The District shall establish a separate cost for recycled water in the same manner that it establishes the cost of potable water. Developer, or its successors or assignees agree that the District-established cost will be paid by the recycled water customers. .

7. Licensed Contractor

7.1 The Developer, or his authorized representative (contractor) performing the work, shall be licensed under the provisions of the Business and Professions Code of the State of California to do the work called for in the project. District reserves the right to waive this requirement at its discretion where permitted under state statute.

7.2 The Developer, or his contractor, shall be skilled and regularly engaged in the installation of water and sewer systems. The District may request evidence that the constructing party has satisfactorily installed other projects of like magnitude or comparable difficulty. Contractors must furnish evidence of their qualifications to do the work.

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8. Permits, Easements, and Related Costs

8.1 Except as otherwise provided in this Agreement, the Developer shall obtain all necessary local, county and state permits (including encroachment permits) and conform to requirements thereof.. Developer shall obtain all easements, for other than public rights of way, necessary for ingress and egress to and from the facilities for the purpose of installation, operation, maintenance and removal of said facilities. Pipeline easements shall be 20 feet in width or as otherwise agreed by the District Engineer and Developer. Easements shall be in a form reasonably approved by the District and shall be submitted/conveyed to the District in recordable form before the District accepts the facilities

9. Final Inspection and Reimbursement of District Costs

9.1 The District's Engineer must inspect completed water, sewer and recycled water system facilities, or portion thereof. The District will not accept the facility until its Engineer has given written approval that it satisfies the District's requirements. Developer shall be responsible for all costs incurred by the District that are associated with interim and final inspection, completion, additional construction, and testing of the system facilities, subject to the limitations set forth in Paragraph 2 *Design and Construction Requirements*. Developer shall reimburse District for costs to correct any damages to facilities related to the construction of the Development. This reimbursement obligation is limited to the warranty period described in paragraph 15 *Warranties*. Developer shall remit to District prior to the conveyance of the water, sewer and recycled water system facilities to the District, payment of reimbursable costs, if any, incurred for inspection, administration and plan review, over and above deposits previously paid to the District. If there is a surplus in such accounts or any refunds due Developer, then District shall return to Developer the amount of such surplus or refunds.

10. Underground Obstructions

10.1 The District is not responsible for Developer's (or Developer's contractor's) acts and omissions during construction. Any location of underground utility lines or surface obstructions given to the Developer or placed on the project drawing by District are for the Developer's convenience, and must be verified by Developer in the field. The District assumes no responsibility for the sufficiency or accuracy of such information, lines, or obstructions.

11. As-Built Plans, Specifications, Values, Etc.

11.1 Developer shall, as a condition of District's acceptance of the water, sewer and recycled water system facilities, provide to the District in accordance with Section 400.13 of the *Procedures*. Developer agrees to supply the following:

11.1.1 A set of mylar drawing prints and AutoCAD digitized files of the improvement plans which show the water, sewer and recycled water system facilities, and a hardcopy and electronic copy of the specifications, and any contract documents used for the construction of the water, sewer and recycled water system facilities. These files may be in Adobe Acrobat format.

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11.1.2 A complete, detailed statement of account, the form and content to be provided by the District at the time of conveyance, of the amounts expended for the installation and construction of the system facilities, with values applicable to the various components thereof, together with a list of any other materials and equipment (and their values) being transferred.

11.1.3 Any other documents required by Section 400.13 of the *Procedures*.

12. Indemnity, Insurance, and Sureties

12.1 . Insurance and Liability - The Developer agrees to have its contractor provide the indemnity, defense, and save harmless agreement to the District, its officers, agents, and employees as provided in Exhibit D, attached hereto and hereby incorporated by reference. Insurance policies shall provide that such insurance is primary insurance. Coverages described in Exhibit D shall be maintained through the term of this Agreement, and the Developer's contractor shall file with the District prior to the execution of this Agreement, and as policy renewals occur, a Certificate of Insurance evidencing that the insurance coverages required herein have been obtained and are currently in effect.

12.2. Performance and Payment Surety - Developer or its authorized representative to do the work (contractor) shall furnish the District with a surety in the amount of the District's estimate of the project construction cost to secure the completion of and payment for the work. The surety shall be in a form satisfactory to the District such as a performance and payment bond, irrevocable letter of credit, cash deposit, or construction "set-aside" letter. Such surety may include evidence that it was submitted to another public agency of an equivalent or greater amount covering the work to be done under this Agreement.

12.3. Submittal of Insurance Certificates and Surety - The required insurance certificates shall be delivered prior to commencement of construction and performance, and payment surety shall be delivered to the District prior to District approval of plans and specifications.

13. Transfer of System Facilities to District after Completion

13.1 Developer will execute and obtain all signatures of any other parties having any interest (including any Deed of Trust), and deliver a conveyance satisfactory in form and content to District. This conveyance shall transfer absolute and unencumbered ownership of the completed water, sewer and recycled water system facilities to the District together with all real property, interest in real property, easements and rights-of-ways (including any off-site easements or real property) other than those contained in public rights of way, and all overlying and other underground water rights that are a part of, appurtenant to, or belonging to any parcels now or hereafter served by the water, sewer and recycled water system facilities that are necessary or appropriate in the opinion of the District for the ownership and operation of the system. Provided all other conditions set forth herein are satisfied, the District shall accept the

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conveyance. All costs of construction of the system facilities, for which the Developer is responsible, shall have been paid for by Developer, the time for filing mechanics liens shall have expired (or Developer shall provide other security to protect against liens, and the title to the water, sewer and recycled water system facilities and the interests in real property transferred shall be good, clear and marketable title, free and clear of all encumbrances, liens or charges. Developer shall pay costs of title insurance deemed necessary by the District. All construction, including final inspection punch list items must be completed prior to transfer, and the transfer shall not be completed until the conveyance transferring the water, sewer and recycled water system facilities has been formally accepted by the District. After transfer, the District shall own and be free in every respect to operate and manage the water, sewer and recycled water system facilities and to expand or improve, or interconnect with adjacent facilities, as it deems appropriate.

14. Developer Assistance

14.1 Developer shall, both before and after the transfer, secure and provide any information or data reasonably needed by District to take over the ownership, operation and maintenance of the system facilities.

15. Warranties

15.1 Developer hereby warrants that as of the time of the District's acceptance of the conveyance of the water, sewer and recycled system facilities (or when Developer thereafter completes the installation of any works or components subsequently installed, repaired, or replaced) the water, sewer and recycled system facilities and all components thereof, will be in satisfactory working order and quality; and that the water, sewer and recycled systems facilities and all components thereof have been constructed and installed in compliance with specifications and as-built plans being provided to the District, and in accordance with applicable requirements of any governmental agency having jurisdiction. Developer also warrants that as of the time of the District's acceptance of the conveyance of the water, sewer and recycled water system facilities (or when Developer thereafter completes the installation of any works or components subsequently installed, repaired, or replaced) the system facilities will operate in good and sufficient manner for the purpose intended for one (1) year after the date of acceptance (see *Procedures* section 300.24), or 180-days from the date new facilities are subsequently re-installed, repaired, or replaced (hereafter *replacement facilities*), whichever is later and the Developer shall indemnify District for any costs or expenses (including District's own labor costs) incurred by reason of failure, malfunction, replacements, repairs or any other expenses incurred by District during the one (1) year warranty period or 180-days for *replacement facilities*, whichever is later.

15.2 Developer shall furnish the District with a Warranty Bond (or other instrument satisfactory to the District) in the amount of twenty percent (20%) of the actual construction costs to protect the District against any failure of the work due to faulty materials, poor workmanship or defective equipment within a period of one (1) year following the date of acceptance or 180-days for *replacement facilities*, whichever is later.

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16. No Water, Recycled Water and Sewer Service Prior to Completion and Transfer

16.1 The Developer shall not allow any occupant or person to commence operations or use of any part of the water, recycled water and sewer system facilities without the express written consent of the District. Such consent may not be unreasonably withheld. District may impose conditions or restrictions upon any consent to such prior service, such as posting a surety bond. District recognizes that the Development, and hence the water, sewer and recycled system facilities, will be built, accepted and transferred in multiple phases. Notwithstanding any of the foregoing, Developer may use the sewer, water and recycled system facilities before they are accepted for fire protection and construction purposes in all phases, subject to satisfaction of applicable testing.

17. Performance

Developer agrees to promptly design and construct the water and sewer and recycled water system and, transfer the same to the District in accordance with the terms of this Agreement. If construction of the water and sewer and recycled water system facilities of the Development has not been completed and accepted by District within twenty four (24) months from the date of execution of this Agreement (such date may be extended for delays beyond Developer's control, but in no event shall such delay exceed twelve (12) additional months), the District shall have the option to terminate this Agreement. If construction on any phase is not completed within twenty four months or as extended as provided above, then an Amendment to this Agreement will be necessary to address each such phase. Subsequent phases also may at District's discretion be addressed by Amendment(s) to this Agreement.

18. Assignment

Neither party may assign their rights or obligations under this Agreement within its term without the written consent of the other party. Rights to water, recycled water and sewer service will be deemed assigned to each property owner upon acquisition of his/her commercial unit in the Development. Upon assignment, the Developer's responsibilities relating to recycled water facilities, use and approvals will become the assignee's responsibility. This provision will cease to have any effect when the District accepts title to the water facilities or the Agreement is terminated.

19. Dispute Resolution Procedure

Disputes arising under this agreement shall be resolved as follows:

19.1. Prevention of Claims/ Meet and confer (3 days)

The parties agree that they share an interest in preventing misunderstandings that could become claims against one another under this agreement. The parties agree to attempt to identify and discuss in advance any areas of potential misunderstanding that could lead to a dispute. If either party identifies an issue of disagreement, the parties agree to engage in a face-to-face discussion of the matter within three calendar days of the initial request. If the dispute cannot be negotiated between the parties, the

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matter shall first be brought to the attention of the District's Board of Directors who may seek to intervene in the negotiation or may direct staff to seek arbitration. If the parties are still unable to amicably resolve such disagreements or misunderstandings, they agree to enlist the informal assistance of a third party to help them reach an accord. If any disagreement remains unresolved for ten days, the parties agree to submit it to mediation.

19.2. Mediation (30 days)

Either party may demand, and shall be entitled to, mediation of any dispute arising under this agreement at any time after completing the meet and confer process described in subsection (a). Mediation shall commence not more than ten days after the initial mediation demand and must be concluded not more than thirty (30) days after the date of the first mediation demand. If mediation is not concluded within that time, then either party may demand arbitration.

Mediation shall be submitted first to a mediator with at least ten years experience in Monterey County. The mediator shall be selected by mutual agreement of the parties. Failing such mutual agreement, a mediator shall be selected by the presiding judge of the Monterey County Superior Court. In the interest of promoting resolution of the dispute, nothing said, done or produced by either party at the mediation may be discussed or repeated outside of the mediation or offered as evidence in any subsequent proceeding. The parties acknowledge the confidentiality of mediation as required by Evidence Code 1152.5.

No mediator shall submit, and no arbitrator or court shall consider, any mediator recommendations, declarations, or findings unless the parties give their written consent to the proposed mediator statement.

19.3. Arbitration (60 days)

If mediation fails to resolve the dispute, the mediator shall become the arbitrator, and shall proceed to dispose of the case under such rules or procedures as he or she shall select. If the mediator is unable or unwilling to serve as arbitrator, the parties shall select an arbitrator by mutual agreement. Failing such agreement, the arbitrator shall be selected by the Presiding Judge of the Superior Court. The decision of the arbitrator shall be final and not subject to judicial litigation.

Arbitration shall be commenced within thirty days of the arbitration demand and concluded within 60 days of arbitration demand.

Arbitration shall follow the so-called "baseball arbitration" rule in which the arbitrator is required to select an award from among the final offers presented by the contending parties. The arbitrator may not render an award that compromises between the final offers.

Unless the arbitrator selects another set of rules, the arbitration shall be conducted under the J.A.M.S. Endispute Streamlined Arbitration Rules and Procedures, but not necessarily under the auspices of J.A.M.S. Upon mutual agreement, the parties may agree to arbitrate under an alternative scheme or statute. The Arbitrator may award damages according to proof. Judgment may be entered on the arbitrator's award in any court of competent jurisdiction.

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NOTICE: IN AGREEING TO THE FOREGOING PROVISION, YOU ARE WAIVING YOUR RIGHT TO HAVE YOUR RIGHTS UNDER THIS AGREEMENT TRIED IN A COURT OF LAW OR EQUITY. THAT MEANS YOU ARE GIVING UP YOUR RIGHT TO TRIAL BY JUDGE OR JURY. YOU ARE ALSO GIVING UP YOUR RIGHT TO DISCOVERY AND APPEAL EXCEPT AS PROVIDED IN THE ARBITRATION RULES. IF YOU REFUSE TO ARBITRATE YOUR DISPUTE AFTER A PROPER DEMAND FOR ARBITRATION HAS BEEN MADE, YOU CAN BE FORCED TO ARBITRATE OR HAVE AN AWARD ENTERED AGAINST YOU BY DEFAULT. YOUR AGREEMENT TO ARBITRATE IS VOLUNTARY.

BY INITIALING THIS PROVISION BELOW, THE PARTIES AFFIRM THAT THEY HAVE READ AND UNDERSTOOD THE FOREGOING ARBITRATION PROVISIONS AND AGREE TO SUBMIT ANY DISPUTES UNDER THIS AGREEMENT TO NEUTRAL BINDING ARBITRATION AS PROVIDED IN THIS AGREEMENT.

_____ s' INITIALS _____ 'S: INITIALS _____

20. Waiver of Rights

20.1 Waiver. No waiver of any breach or default by either party shall be considered to be a waiver of any other breach or default. The waiver by any party for the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act to be performed at a later time. None of the covenants or other provisions in this Agreement can be waived except by written consent of the waiving party.

21. Notices

21.1 All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered, or mailed by certified mail, return receipt requested, or delivered by reliable overnight courier, to the respective party as follows:

To District: Marina Coast Water District
Attn: Marc A. Lucca, General Manager
11 Reservation Road
Marina, California 93933

To Developer: _____

21.2 The address to which notice may be sent may be changed by written notification of each party to the other as above provided.

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22. Severability

22.1 If any portion or provision of this Agreement is found to be contrary to law or policy of the law or unenforceable in a court of competent jurisdiction, then the portion so found shall be null and void, but all other portions of the Agreement shall remain in full force and effect.

23. Paragraph Headings

23.1 Paragraph headings are for convenience only and are not to be construed as limiting or amplifying the terms of this Agreement in any way.

24. Successors and Assignees

24.1 This Agreement shall be binding on and benefit the assignees or successors to this Agreement in the same manner as the original parties hereto.

25. Integrated Agreement

25.1 This Agreement integrates and supersedes all prior and contemporaneous Agreements and understandings concerning the subject matter herein. This Agreement constitutes the sole agreement of the parties and correctly sets forth the rights, duties and obligations of each to the others. Future amendments must be in writing signed by the parties. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

26. Negotiated Agreement

26.1 This Agreement has been arrived at through negotiation between the parties. Neither party is deemed the party that prepared the Agreement within the meaning of Civil Code Section 1654.

27. Attorneys Fees

27.1 If arbitration or suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of costs of suit, and not as damages, a reasonable attorneys' fee to be fixed by the arbitrator or Court, in addition to any other relief granted. The "prevailing party" shall be the party entitled to recover costs of suit, whether or not the suit proceeds to arbitrator's award or judgment. A party not entitled to recover costs shall not recover attorneys' fees. No sum for attorneys' fees shall be counted in calculating the amount of an award or judgment for purposes of determining whether a party is entitled to recover costs or attorneys' fees.

27.2 If either party initiates litigation without first participating in good faith in the alternative forms of dispute resolution specified in this agreement, that party shall not be entitled to recover any amount as attorneys' fees or costs of suit even if such entitlement is established by statute.

EXAMPLE

28. Exhibits

28.1 All exhibits referred to in this Agreement and attached to this Agreement are incorporated in this Agreement by reference.

29. Disclaimer/Indemnity Regarding Public Works

29.1 District has not determined whether the project would be considered a “Public Works” project for the purposes of California law, and makes no warranties or representations to Developer about whether the project would be considered a “Public Works” project. Developer is aware that if the project is considered a “Public Works” project, then Developer would have to pay “prevailing wages” under California Labor Code section 1771. If Developer fails to pay such prevailing wages, Developer acknowledges that it will be liable to, among other things, pay any shortfall owed as well as any penalties that might be assessed for failure to comply with the law. If Developer does not pay prevailing wages, and an action or proceeding of any kind or nature is brought against the District based on such failure, Developer will defend and indemnify District in the action or proceeding. District agrees to reasonably cooperate and assist Developer in any the defense of any such action.

30. No Third Party Beneficiaries

30.1 There are no intended third party beneficiaries to this Agreement.

31. Compliance with Laws

31.1 Developer will comply with all laws, rules and regulations in carrying out its obligations under this Agreement.

32. Counterparts

32.1 This Agreement may be executed in counterparts, and each fully executed counterpart shall be deemed an original document.

EXAMPLE

Signature Page

By: Developer

By MARINA COAST WATER DISTRICT

Marc A. Lucca, General Manager
Marina Coast Water District

EXAMPLE

EXHIBIT A

CITY RESOLUTION

EXAMPLE

EXHIBIT B

LEGAL DESCRIPTION

Insert by reference title report here.

EXAMPLE

EXHIBIT C

MAP OF DEVELOPMENT

EXAMPLE

EXHIBIT D

INDEMNIFICATION AGREEMENTS
INSURANCE REQUIREMENTS

CONSTRUCTION CONTRACTORS

Workers' Compensation Insurance - By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this contract.

Indemnification - To the fullest extent permitted by law, Contractor shall indemnify and hold harmless and defend District, its directors, officers, employees, or authorized volunteers, and each of them from and against:

- a. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever for, but not limited to, injury to or death of any person including District and/or Contractor, or any directors, officers, employees, or authorized volunteers of District or Contractor, and damages to or destruction of property of any person, including but not limited to, District and/or Contractor or their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, however caused, regardless of any negligence of District or its directors, officers, employees, or authorized volunteers, except the sole negligence or willful misconduct or active negligence of District or its directors, officers, employees, or authorized volunteers;
- b. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;
- c. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations under the contract. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.
- d. Consultant acknowledges and understands that the area in and around which the work will be performed has been identified as a possible location of munitions and explosives

EXAMPLE

of concern (“MEC”). All indemnification obligations of Consultant under this Agreement shall specifically include claims and demands involving, arising out of or related to MEC.

Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District or District's directors, officers, employees, or authorized volunteers.

Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officers, employees, or authorized volunteers, in any such suit, action or other legal proceeding.

Contractor shall reimburse District or its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Contractor agrees to carry insurance for this purpose as set out in the specifications. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, or its directors, officers, employees or authorized volunteers.

Commercial General Liability and Automobile Liability Insurance - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office Commercial **General Liability** Coverage (Occurrence Form CG 0001)
2. Insurance Services Office **Automobile Liability** Coverage (Form CA 0001), covering Symbol 1 (any auto) (owned, non-owned and hired automobiles)

Limits - The Consultant shall maintain limits no less than the following:

1. **General Liability** - Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

EXAMPLE

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

1. The District, its directors, officers, employees, or authorized volunteers are to be given insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Contractors; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, or authorized volunteers.
2. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the District, its directors, officers, employees, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by the District, its directors, officers, employees, or authorized volunteers shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District, its directors, officers, employees, or authorized 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.
5. Each insurance policy required by this clause shall state or be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the District.

Such liability insurance shall indemnify the Contractor and his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, the Contractor or his/her sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury and completed operations and products liability.

The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation and removal of lateral support.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

All of the insurance shall be provided on policy forms and through companies satisfactory to the District.

EXAMPLE

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by the District. At the option of the District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by the District.

MEC Coverage: All insurance maintained by Contractor shall include coverage for services, work in or around MEC, or claims, damage or injury related in any way to this Agreement which arise from MEC. The Marina Coast Water District, its officers, directors and employees and any of its authorized representatives and volunteers shall be named as additional insureds under all insurance maintained by Consultant related in any way to work performed by it on behalf of the Marina Coast Water District.

Workers' Compensation and Employer's Liability Insurance - The Contractor and all sub-contractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Contractor shall provide employer's liability insurance in the amount of at least \$1,000,000 per accident for bodily injury and disease.

Responsibility for Work - Until the completion and final acceptance by the District of all the work under and implied by this Agreement, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erectments, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

The Contractor shall provide and maintain builder's risk insurance (or installation floater) covering all risks of direct physical loss, damage or destruction to the work in the amount specified in the General Conditions, to insure against such losses until final acceptance of the work by the District. Such insurance shall include¹ explosion, collapse, underground excavation and removal of lateral support. The District shall be a named insured on any such policy. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the District or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by the District.

The insurer shall waive all rights of subrogation against the District, its directors, officers, employees, or authorized volunteers.

Evidences of Insurance - Prior to execution of the contract, the Contractor shall file with the District a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative. Such evidence shall include an original copy of the additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions 1-5.

EXAMPLE

The Contractor shall, upon demand of the District, deliver to the District such policy or policies of insurance and the receipts for payment of premiums thereon.

All insurance correspondence, certificates, binders, etc., shall be mailed to:

Marina Coast Water District
11 Reservation Road
Marina, CA 93933
Attn: Administrative Services Manager

Sub-Contractors - In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

EXAMPLE

EXHIBIT E

NOTICE TO BUYERS
OF
WATER & SEWER SURCHARGE PAYMENTS

The Developer will submit the text and format of this Notice to the General Manager of the Marina Coast Water District for review and approval prior to inclusion in the Real estate Public Report or in a letter from the Developer to each prospective property buyer.

APPENDIX 4

SAMPLE WILL SERVE LETTER

Date

Development Company, LLC
Attn: Mr. Developer
10 Subdivision Way
Seaside CA 93955

Subject: Planned Development

Dear Mr. Developer:

This letter is to confirm that the Marina Coast Water District (MCWD) can and will furnish water and sewer service to the above project upon your agreement with and completion of the following requirements to the satisfaction of MCWD:

1. The developer shall furnish written approval from the local jurisdiction (Monterey County, City of Marina, City of Seaside, or City of Del Rey Oaks) of the water allocation for the project. The developer agrees to be solely responsible for determining annual water demand and wastewater generation estimates.
2. The developer shall enter into a Construction and Transfer of Water, Recycled Water, and Sewer Infrastructure Agreement with MCWD prior to beginning the preliminary plan review process or the plan check review process. This agreement and any major infrastructure improvements shall be referenced in the developer agreements with the local jurisdiction.
3. All fees and charges shall be paid in accordance with MCWD Ordinances and at the time specified in the Infrastructure Agreement before initiating preliminary plan review, plan check review and connection to public water and sewer service.
4. The new water, recycled water, and the wastewater collection systems within the project area and connections to and/or abandonment of existing infrastructure shall comply with all MCWD Ordinances. The developer agrees to accept the transfer of ownership of all abandoned facilities as explained in the Infrastructure Agreement. In addition to conforming to District design requirements, the developer agrees to meet California Department of Health Services requirements prior to constructing recycled water facilities.
5. The developer shall provide potable water (including fire flow) and recycled water demand quantities, and wastewater generation figures. The developer agrees to complete a Development Water and Sewer Master Plan as specified in the Infrastructure Agreement. The developer agrees to provide the District at least one month review time for these plans.
6. The developer shall identify any other infrastructure improvements outside the project area that may be necessary as a result of this project. Water and sewer improvements outside of the project area may be borne by the developer in part or in whole depending on an assessment of project benefits.

7. All potable water, recycled water, and sewer infrastructure shall be placed within planned or existing public roadway right-of-way. MCWD may have existing infrastructure that requires relocation as a result of this project. All water and sewer infrastructure easements within the roadway right-of-way of the project will be conveyed to the MCWD prior to acceptance by MCWD.
8. If applicable, any existing wells, septic systems, water and/or sewer pipes within the property lines of the project shall be identified and shall be abandoned according to County Health Department and MCWD requirements.
9. Each business, tenant, residential unit, and common residential or commercial irrigated area, shall be individually metered.
10. All documents shall show that the MCWD is the water purveyor and wastewater collection provider for the former Fort Ord.

Potable water that will be supplied to the development meets requirements of California Department of Health Services and is available for normal use and fire protection.

The MCWD may identify additional requirements upon review of project documents, plans and specifications. If that occurs, we will immediately inform you.

If you have any questions please contact us at (831) 384-6131.

Sincerely,

Marina Coast Water District

cc: File
City Planning Department
Engineering

APPENDIX 5

CHECKLIST FOR PLAN CHECK

MARINA COAST WATER DISTRICT
11 Reservation Road
Marina, CA 93933
(831) 384-6131



PLAN REVIEW CHECKLIST

APPLICANT: Please complete the applicable checklist(s) below. A complete review package, as stated below, must be submitted before the review time begins. After review is complete and MCWD issues its approval, submit to the City a copy of the plans and a copy of MCWD receipt for plan check deposit.

APPLICANT: _____

ADDRESS: _____ APN: _____

DESCRIPTION: _____ PROJECT NO: _____

PLAN CHECKER ASSIGNED: _____

APPLICANT: Submit applicable checklists with plans for review. Initial in the "App. Init." column to indicate those items which are complete. Enter N/A for those items you believe are not applicable.

REVIEWER: The satisfied items, where applicable, are indicated by checkmarks. Items not applicable, or not required, are indicated by "N/A" or "N/R". Unmarked items denote existing deficiencies which must yet be satisfied.

Check as applicable:

- Part A: Administrative Requirements
- Part B: Format Requirements
- Part C: Requirements for Domestic (Potable) Water Facilities
- Part D: Requirements for Recycled Water facilities
- Part E: Requirements for Sewer Facilities
- Part F: Requirements for Subdivision (Tract/Parcel) Maps
- Part G: Requirements for Landscaping and Irrigation
- Part H: Water Conserving Appliances and Fixtures
- Part I: Requirements for Hot Water Recirculation Systems

PART A: ADMINISTRATIVE REQUIREMENTS

Reviewer Name:	
Results	<input type="checkbox"/> Approved <input type="checkbox"/> Approved with Exceptions <input type="checkbox"/> Not Approved. Revise and Resubmit

No.	Item	App. Init.	Rev. Init.	Reviewer Comments
A-01	3 bond or blueline copies of public improvement plans (street/ sewer/ water/ storm drain) submitted to the District			
A-02	2 bond or blueline copies of the Subdivision (Tract or Parcel) Map submitted to MCWD for review, all pages intact?			
A-03	1 set of grading plans (for information purposes – 1 st Check Only) submitted to MCWD? (Check pad elevations vs. service elevations in zone - can minimum pressure be provided to each lot?)			
A-04	Engineer's estimate (of cost of proposed public sewer and water facilities) submitted?			
A-05	Has the Applicant provided a complete Fees & Changes Worksheet and/or a complete appropriate Connection Form & Permit Application??			
A-06	Plan review and inspection fees paid to MCWD?			
A-07	Water and sewer permit fees, installation fees, and Capacity Charges paid to MCWD?			
A-08	Has the Applicant been made aware of MCWD Code Sections 6.08.090, Paragraph D and 6.12.020, Paragraph D that explain the 1-year time-frame to complete connections and the potential for increased Capacity Charges? See Footnotes 1 and 2.			
A-09	Supporting calculations submitted (for the following items)?			
	a)			
	b)			
	c)			
A-10	Will serve letters:			
	Requested?			

No.	Item	App. Init.	Rev. Init.	Reviewer Comments
	Issued?			
A-11	Conceptual project review held with MCWD?			
A-12	Comprehensive legal description (metes and bounds, with exhibit diagram) submitted to MCWD for any newly proposed easements not already recorded on subdivision map?			
A-13	The Applicant is responsible for obtaining street addresses from the City or County agency having jurisdiction, prior to making application for meters. Have street addresses been assigned for each proposed water meter and detector check location?			
A-14	(1) bond or blueline prints, (1) record mylar copy, and digital diskette of "as-built" improvement plans, submitted to MCWD upon completion of all work?			
A-15	(1) bond or blueline prints, (1) record mylar copy, and digital diskette of the final recorded Tract/Parcel map submitted to MCWD upon recordation?			
A-16	Applicant aware that a letter of transmittal must accompany all submittals?			
A-17	Additional requirements satisfied (as follows)?			
a)				
b)				
c)				
d)				
e)				
f)				

Footnotes

- 1. The MCWD Code Section 6.08.090, Paragraph D states “If connection is not made to the District’s water or recycled water system within one year from the date a capacity charge is paid after the effective date of this provision (August 8, 2007), the difference between the amount of the capacity charge paid and the amount of the revised capacity charge in effect at the time of the connection shall be paid to the District before the connection is installed”.**
- 2. MCWD Code Section 6.12.020, Paragraph D states “If connection is not made to the District’s sewer system within one year from the date a capacity charge is paid after the effective date of this provision (August 8, 2007), the difference between the amount of the capacity charge paid and the amount of the revised capacity charge in effect at the time of the connection shall be paid to the District before the connection is installed”.**

3. PART B: FORMAT REQUIREMENTS

Reviewer Name:	
Results	<input type="checkbox"/> Approved <input type="checkbox"/> Approved with Exceptions <input type="checkbox"/> Not Approved. Revise and Resubmit

No.	Item	App. Init.	Rev. Init.	Reviewer Comments
B-01	Plans submitted for review and approval of proposed construction must be bond or blueline prints of public improvement drawings pertaining to the construction of underground utilities (i.e., sewer, water, storm drain) in a public street, public right-of-way, or dedicated MCWD easement. In general, architectural plans, grading plans, and on-site fire sprinkler plans are unacceptable for this purpose, but may be provided as additional information. Are the proper types of plans submitted?			
B-02	Does each sheet of plans have the signature and valid stamp of a Registered Professional Engineer (P.E. – Civil) or a Registered Civil Engineer (R.C.E.) licensed in the State of California?			
B-03	Are the originals to the plans prepared on ANSI D (22"x34") or ARCH D (24"x36") long plastic mylar sheets?			
B-04	Do the plans clearly distinguish between existing facilities and proposed construction?			
B-05	Do the plans clearly identify the type of project and the relative size or scale of the development?			
B-06	Does each sheet have edge borders, minimum 1.5" on left side, and minimum 0.5" on the 3 remaining sides?			
B-07	Are multiple sheet plans stapled or bound on the left-hand side?			
B-08	Is the proposed construction depicted in conformance with the MCWD PROCEDURES GUIDELINES AND DESIGN REQUIREMENTS as well as the "MCWD Code of ordinances? Do the plans reference specific MCWD Standards when applicable?			
B-09	If the plans are for a municipal project, are the plans prepared on an official City or County title block mylar?			

No.	Item	App. Init.	Rev. Init.	Reviewer Comments
B-10	If the plans are for an MCWD Capital Project, are the plans prepared on an MCWD title block mylar?			
B-11	Do all sheets have a preparer's logo block at the bottom, which includes the firm's name, address, city, state, zip code, phone number (with area code), and the name of a contact person?			
B-12	Does the front sheet have standard Marina Coast Water District approval signature block for Domestic (Potable) Water Facilities, Sanitary Sewer Facilities, and Recycled Water Facilities, as applicable? (see Figure 1)			
B-13	Does the front sheet provide a signature block for the local fire safety jurisdiction?			
B-14	If the project involves building construction and/or installation of fire protection facilities (such as fire hydrants and detector check assemblies), the fire marshal must approve the plans before MCWD signs the plans (preferably before 2 nd plan check with MCWD). Has the Fire Marshall approval been obtained?			
B-15	Are all sheets numbered sequentially and indicate the total number of sheets? (Example: Page 1 of 20, Page 2 of 20, Page 3 of 20, etc.)			
B-16	Are the following MCWD Standard Notes shown (when applicable)?			
a)	Domestic (Potable) Water Notes (Section 400.11 of MCWD Procedures Guidelines and Design Requirements)?			
b)	Sanitary Sewer Notes (Section 500.18 of MCWD Procedures Guidelines and Design Requirements)?			
c)	Off-Site Recycled Water Notes (Section 600.5.7MCWD Procedures Guidelines and Design Requirements)?			
B-17	On MCWD's Standard Notes, is MCWD's phone number correct? It should appear as either (831) 384-6131.			

No.	Item	App. Init.	Rev. Init.	Reviewer Comments
B-18	On MCWD's Standard Notes, are the geographical references in agreement with where the project is located? (for example, the notes should not read as if the project is in the City of Seaside when the project is actually in the City of Marina or the County of Monterey.)			
B-19	Are all misspellings and typos corrected?			
B-20	On every sheet, is there an approval section for "REVISIONS", with lines numbered 1, 2, 3, 4, etc. (with a triangle around each number), and vertical columns headed as "DESCRIPTION", "APPROVED BY", and "DATE"?			
B-21	Is there a fully completed "BASIS OF BEARINGS" information block near the bottom of the front sheet?			
B-22	Is there a fully completed "BENCHMARK" information block near the bottom of the front sheet?			
B-23	Are all lot lines and subdivision boundaries clearly shown?			
B-24	Are all existing and proposed easements clearly shown, including MCWD easements?			
B-25	Is there a fully completed "LEGAL DESCRIPTION OF PROPERTY" information block near the bottom of the front sheet?			
B-26	Does the front sheet provide a vicinity map with the project location clearly shown, giving names of adjacent cross street, nearest boulevards and nearest freeways?			
B-27	Does the front sheet clearly give the project location in writing? (See example below.)			
	<p>The information shall include the following:</p> <ul style="list-style-type: none"> a) The Tract Map Number and Lot Number(s), or Parcel Map Number and Parcel Number(s), or Assessor Parcel Number(s), as applicable. b) The official street address (if known, or location described in terms of cross-streets. c) City/Postal Zone, State and Zip Code. d) If located in Unincorporated Monterey County, so state. 			

No.	Item	App. Init.	Rev. Init.	Reviewer Comments
B-28	Is there a City Engineer or County Engineer signature block, as applicable, near the bottom of the front sheet?			
B-29	Is there a fully completed “DEVELOPER” information block near the bottom of the front sheet? It shall provide the developer’s name, address, city, state, zip code, phone number (with area code), and the name of a contact person.			
B-30	If the property owner is different than the developer, is there a legal owner information block near the bottom of the front sheet? It shall provide the owner’s name, address, city, state, zip code, phone number (with area code), and the name of a contact person.			
B-31	Is there an ‘UNDERGROUND SERVICE ALERT’ section on the front sheet in accordance with Figure 2, Section 2 in Procedures Guide?			
B-32	On Sheet #1 (space permitting) or Sheet #2, is there an itemized materials list entitled “CONSTRUCTION NOTES”? each item shall be sequentially numbered, accurately described, and specify quantity, linear footage, area or volume. Items shall be broken down into the following categories: 1. Domestic Water 2. Recycled Water 3. Sewer			
B-33	On Sheet #1 (space permitting) or Sheet #2, is there an “INDEX MAP” (Scale 1 inch = 100 feet) of the project site? It shall show names of all streets within and bordering the project, existing and proposed utilities, pipelines sizes, and type (material) of pipe. (see Section 2.3.1.D for full requirements.)			

No.	Item	App. Init.	Rev. Init.	Reviewer Comments
B-34	If the project is for multi-family residential development, is there a descriptive information table on Sheet #2? The table shall list each assigned building number (#1, #2, #3, etc.), the proposed use of each building (e.g., rental apartment, condominium, recreation building, etc.), the number of stories of each building, the number of dwelling units of each building, the gross square footage of each building, the average square footage per dwelling unit, and the overall gross acreage of the property.			
B-35	If the project is for non-residential development, do the plans show the footprint of each building pad, along with descriptive information? The descriptive information shall include the building's proposed use, the building's gross square footage, the number of actual dwelling units (or the number of equivalent dwelling units (EDU's), and the gross acreage of the property.			
B-36	If the project is for multiple family residential development, do the plans clearly specify whether the project involves construction of rental apartments, condominiums, or townhomes?			
B-37	Are north arrows shown on all maps and drawings, including vicinity maps, index maps, and plan views? North arrows shall point vertically upward, where possible, and be aligned toward "True North", not "Magnetic North".			
B-38	Does Sheet #1 (space permitting) or Sheet #2 contain a legend which defines all shorthand nomenclature?			
B-39	Additional requirements satisfied (as follows)?			
a)				
b)				
c)				
d)				

PART C: REQUIREMENTS FOR DOMESTIC (POTABLE) WATER FACILITIES

Reviewer Name:	
Results	<input type="checkbox"/> Approved <input type="checkbox"/> Approved with Exceptions <input type="checkbox"/> Not Approved. Revise and Resubmit

No.	Item	App. Init.	Rev. Init.	Reviewer Comments
C-01	Is the preparer aware that public domestic water mains must be approved in the Subdivision master plan. Check the subdivision master plan for sizes and verify service elevation versus pad elevation to confirm min. pressure for each lot.			
C-02	Is it stated whether the domestic water system within the project is “public” (MCWD owned and maintained) or “private” (property owner owned and maintained)? The jurisdictional boundary must be clearly delineated.			
C-03	If the domestic water system is “private”, is it depicted as showing one or more master-meters for the entire site, located in the public right-of-way or in an MCWD easement at the property entrance?			
C-04	Are crossing (invert) elevations given when a domestic waterline crosses another pipeline?			
C-05	Are section views of all domestic water mains (which cross sewer mains) shown in the profile view of the sewer main?			
C-06	Do domestic water mains and water service laterals conform to MCWD Standards (with respect to following)?			
a)	Correct size (Mains: 6”, 8”, 10”; Service Laterals: 1”, 2”, 4”, 6”, 8”, or 10”).			
b)	Correct material (PVC C-900 Class 200 or DIP Class 250 for mains and large laterals; Copper or Polyethylene for 1” and 2” laterals).			
c)	Acceptable radius of curvature of pipeline layout (for main lines, allowable curvature dependent on pipe size and material; service laterals must be straight).			
d)	Minimum depth of cover (Public Facilities: 42” for residential, 48” for nonresidential; Private Facilities: governed by local building codes or by Uniform Plumbing Code).			

No.	Item	App. Init.	Rev. Init.	Reviewer Comments
e)	Horizontal clearance with other utilities (minimum 10 feet from sewer, storm drain, recycled water, and hydrocarbon; otherwise, protective encasing or higher grade pipe material required).			
f)	Vertical clearance with other utilities (minimum 1 foot without joints, with domestic waterlines above all other pipelines). If storm drain must be above the domestic water, add the note "Center one joint of pipe underneath the Storm drain".			
g)	Distance off curb face (6 feet for domestic waterlines, where possible, but never less than 4 feet).			
C-07	Are street station numbers shown for appurtenances coming off of main line (e.g., for fire hydrants, blow-offs, service laterals, valves, etc.) where applicable?			
C-08	Are easements for domestic water facilities properly sized? Domestic waterline easements to MCWD must be a minimum of 20 feet wide, and must provide a minimum of 5 feet of clearance around all above-ground facilities. Actual easement width shall be twice the average pipe depth, rounded upward to the nearest 10 feet.			
C-09	A minimum of 2 adjacent meters are required for manifolding domestic water meters. Otherwise, each meter must come off the main line with individual service laterals.			
C-10	MCWD does not allow water service laterals connected to firelines. Do plans reflect this requirement?			
C-11	Are domestic water shut-off valves spaced such that no more than 2 fire hydrants are shut off at one time?			
C-12	Dead-end waterlines are limited to 28 dwelling units or 600 feet (whichever comes first). Otherwise a looped water system with at least 2 points of connection is required.			
C-13	Are service laterals for fire hydrants straight? They cannot be bent, curved, or elbowed.			

No.	Item	App. Init.	Rev. Init.	Reviewer Comments
C-14	Do all non-residential domestic (potable) water service laterals have reduced pressure backflow devices on the customer side of the meter?			
C-15	Domestic water service laterals cannot be run across an adjacent property line (except under certain hardship cases). Is this requirement met?			
C-16	Each building receiving water must have at least one water service lateral, coming directly off the main line, or off of a manifolded service assembly. Is this requirement met?			
C-17	Water service laterals cannot come off of other water service laterals. Is this requirement met?			
C-18	On single-family residences water service laterals may be dimensioned from the property line or by street stations. Is this requirement met?			
C-19	Are the proper types of fire hydrants installed? (MCWD Std. W-8)			
C-20	On single family residences, water service laterals shall not go under driveway approaches. Is this requirement met?			
C-21	Are blowoffs installed at the end of all mains and large water service stubouts? They are required for testing and flushing purposes.			
C-22	Are air vacuum release valves installed at all water main high points for 10-inch pipe and larger?			
C-23	Do fire hydrant spacing and coverage comply with MCWD Standard Section 3, Fig. 1, and with the requirements of the local Fire Marshal?			
C-24	If project is residential or medium to large-scale commercial/industrial, are there at least 2 points of connection to MCWD's water system?			
C-25	Are all existing MCWD domestic water facilities completely and correctly depicted?			
C-26	Are all existing and proposed points of connection to existing domestic water facilities properly depicted?			

No.	Item	App. Init.	Rev. Init.	Reviewer Comments
C-27	Are all proposed domestic water facilities in conformance with the appropriate MCWD Subdivision Master Plan?			
C-28	Are MCWD's conditions of approval on the subdivision map and "will-serve" letter satisfied?			
C-29	Cross-connections between recycled water facilities and potable water facilities are forbidden. Is this requirement complied with?			
C-30	Additional requirements satisfied (as follows)?			
a)				
b)				
c)				
d)				
e)				

PART D: REQUIREMENTS FOR RECYCLED WATER FACILITIES

Reviewer Name:	
Results	<input type="checkbox"/> Approved <input type="checkbox"/> Approved with Exceptions <input type="checkbox"/> Not Approved. Revise and Resubmit

No.	Item	App. Init.	Rev. Init.	Reviewer Comments
D-01	Is the preparer aware that public recycled water mains are approved in the subdivision master plan?			
D-02	Is it stated whether the recycled water system within the project is “public” (MCWD owned and maintained) or “private” (property owner owned and maintained)? The jurisdictional boundary must be clearly delineated.			
D-03	If the recycled water system is “private”, is it depicted as showing one or more master meters for the entire site, located in a public right-of-way or in an MCWD easement at the property entrance?			
D-04	Recycled water for fire hydrants is prohibited. Are fire hydrants shown connected only to the potable water system (instead of to the recycled water system)?			
D-05	Recycled water service laterals do not require reduced pressure principle (RPPD) backflow devices. Are recycled water service laterals called out w/o RPPD’s?			
D-06	Is preparer of plans aware that watering of landscape areas requires the use of recycled water (where such facilities exist)? Plans must be shown to reflect landscape areas being served by recycled water, where recycled water is available.			
D-07	Are high-rise buildings (those 55-feet and taller) using recycled water for toilet flushing, where recycled water is available?			
D-08	Are crossing invert elevations given when a recycled waterline crosses another pipeline?			
D-09	Are section views of all recycled water mains (which cross sewer mains) shown in the profile view of the sewer main?			
D-10	Do recycled water mains and water service laterals conform to MCWD Standards (with respect to the following)?			
a.)	Correct size (Mains: 4”; Service Laterals: 1”, 2”, 4”).			

No.	Item	App. Init.	Rev. Init.	Reviewer Comments
b.)	Correct material (DIP Class 250, or PVC Class C-900 for mains and 4" laterals; Copper or Polyethylene for 1" and 2" laterals).			
c.)	Acceptable radius of curvature of pipeline layout (for main lines, allowable curvature dependent upon pipe size and material; service laterals must be straight).			
d.)	Minimum depth of cover (Public Facilities: 53' for 4", 60' for 6" and larger; Private Facilities: governed by local building codes or by Uniform Plumbing Code).			
e.)	Horizontal clearance with other utilities (minimum 10 feet from storm drain, domestic water, and hydrocarbon; otherwise protective casing or higher grade pipe material required).			
f.)	Vertical clearance with other utilities (minimum 1 foot without joints, with recycled waterlines below domestic waterlines).			
g.)	Distance off curb face (4 feet or 8 feet for recycled waterlines, where possible, but never at 6 feet to avoid mistaking with potable).			
D-11	Are street station numbers shown for all appurtenances coming off of main line (e.g., for blowoffs, service laterals, valves, etc.) where applicable?			
D-12	Are easements for recycled water facilities properly sized? Recycled waterline easements to MCWD must be a minimum of 20 feet wide, and must provide at least 10 feet of clearance around all above-ground facilities. Actual easement width shall be twice the average pipe depth, rounded upward to the nearest 10 feet.			
D-13	A minimum of 2 adjacent meters are required for manifolding recycled water meters. Otherwise each meter must come off the main line with individual service laterals. Do the manifolds depicted on the plans each have a minimum of 2 meters?			
D-14	Recycled water service laterals cannot be run across an adjacent property line (except under certain hardship cases). Is this requirement met?			

No.	Item	App. Init.	Rev. Init.	Reviewer Comments
D-15	Water service laterals cannot come off of other water service laterals. Is this requirement met?			
D-16	Are air vacuum release valves installed at all water main high points for 8-inch pipe and larger?			
D-17	Are all existing MCWD recycled water facilities completely and correctly depicted?			
D-18	Are all existing and proposed points of connection to existing recycled water facilities properly depicted?			
D-19	Are all proposed recycled water facilities in conformance with the appropriate MCWD Subdivision Master Plan?			
D-20	Are MCWD's conditions of approval on the subdivision map and "will-serve" letter satisfied?			
D-21	Hose bibs on recycled water facilities are forbidden. Is this requirement complied with?			
D-22	Potable and recycled water facilities are not to be installed in the same trench, and DHS approval is required if horizontal separation is less than 10 feet. Is this requirement complied with?			
D-23	Cross-connections between potable water facilities and non-potable water facilities (including sewer) are forbidden. Is this requirement complied with?			
D-24	Are irrigation/landscape points of connection (P.O.C.'s) clearly identified and called out on the civil street improvement drawings?			
D-25	Additional requirements satisfied (as follows)?			
a)				
b)				
c)				
d)				

PART E: REQUIREMENTS FOR SEWER FACILITIES

Reviewer Name:	
Results	<input type="checkbox"/> Approved <input type="checkbox"/> Approved with Exceptions <input type="checkbox"/> Not Approved. Revise and Resubmit

No.	Item	App. Init.	Rev. Init.	Reviewer Comments
E-01	Is the preparer aware that public sewer mains must be approved in the subdivision master plan?			
E-02	Is it stated whether the sanitary sewer system within the project is “public” (MCWD owned and maintained) or “private” (property owner owned and maintained)? The jurisdictional boundary must be clearly delineated.			
E-03	MCWD requires a terminal manhole (for 8-inch laterals and larger) or a terminal cleanout (for laterals smaller than 8-inch) at the property line or jurisdictional boundary of MCWD.			
E-04	Drop manholes only allowed by exception. Is this requirement complied with?			
E-05	Reverse horizontal curves are not allowed. Is this requirement complied with?			
E-06	Vertical concave or convex curves are not allowed. Is this requirement complied with?			
E-07	Slopes in excess of 45 degrees to the horizontal are not allowed. Is this requirement complied with?			
E-08	Trees and buildings are not allowed over sewer easements. Is this requirement complied with?			
E-09	Except in special cases, block walls are not allowed over sewer easements. Is this requirement complied with?			
E-10	Are crossing (invert) elevations given when a sanitary sewer line crosses another pipeline?			
E-11	Are section views of all pipelines crossing sewer mains shown in the profile view of the sewer main?			
E-12	Do sanitary sewer mains and laterals conform to MCWD Standards (with respect to the following)?			
a)	Correct size (Mains: 8”, 10”; and Laterals: 4”, 6”).			

No.	Item	App. Init.	Rev. Init.	Reviewer Comments
b)	Correct material (SDR-35 PVC, PS-46 PVC or PS-111 PVC).			
c)	Acceptable radius of curvature of pipeline layout (for main lines, allowable curvature dependent upon pipe size and material; service laterals must be straight).			
d)	Minimum depth of cover (Public Facilities: 7 feet; Private Facilities: 6 feet under sidewalk, with 2 percent pipe slope up to property line or terminal cleanout).			
e)	Horizontal clearance with other utilities (Minimum 10 feet from domestic water, recycled water, storm drain, and hydrocarbon. Otherwise, protective encasement or higher grade pipe material required).			
f)	Vertical clearance with other utilities (minimum 1 foot without joints, with sewerlines being below all other pipelines).			
g)	Distance off street centerline (5 feet where possible, preferably at or near center of driving lane).			
E-13	Are sewer station numbers XX+XX.XX, independent of street station numbers, given for all appurtenances (e.g., manholes, laterals, etc.) along the path of the sewerline?			
E-14	Are easements for sewer facilities properly sized? Sewer easements to MCWD must be a minimum of 20 feet wide. Actual width should be twice the average pipe depth, rounded upward to the nearest 5 feet.			
E-15	Does each building have at least one (1) separate lateral coming off the main line?			
E-16	Sewer laterals cannot run across an adjacent property line (except under certain hardship cases, such as "landlocked" properties). Is this requirement met?			
E-17	Sewer laterals cannot come off of other sewer laterals. Is this requirement met?			
E-18	On single family residences, sewer laterals must be either stationed or dimensioned from the property line. Is this requirement met?			
E-19	On single family residences, sewer laterals and water service laterals should be at least 5 feet apart (10-ft preferred).			

No.	Item	App. Init.	Rev. Init.	Reviewer Comments
E-20	A manhole is required when a common sewer lateral has branches going to more than one building. A manhole is required at each junction point, along with an MCWD strip easement around the common lateral and manhole(s). Is this requirement met?			
E-21	If a sewer lateral serves one building only, is a cleanout (rather than a manhole) installed at the property line, or at the end of MCWD's sewer easement?			
E-22	Are all existing MCWD sewer facilities completely and correctly depicted?			
E-23	Are all existing and proposed points of connection to existing sewer facilities correctly depicted?			
E-24	Are all proposed sewer facilities in conformance with all applicable MCWD Master Plans?			
E-25	Are MCWD's conditions of approval on the subdivision map and "will-serve" letter satisfied?			
E-26	Are elevation differentials across manholes correct?			
a)	0.10 foot minimum for straight runs.			
b)	0.20 foot minimum for right angle turns.			
E-27	Residential sewer laterals must have backflow prevention devices or combination backflow prevention device and cleanout. Exceptions may be requested if the nearest upstream manhole rim elevation is below the pad elevation. Is this requirement complied with?			
E-28	Additional requirements satisfied (as follows)?			
a)				
b)				
c)				
d)				
e)				
f)				

PART F: REQUIREMENTS FOR SUBDIVISION (TRACT/PARCEL) MAPS

Reviewer Name:	
Results	<input type="checkbox"/> Approved <input type="checkbox"/> Approved with Exceptions <input type="checkbox"/> Not Approved. Revise and Resubmit

No.	Item	App. Init.	Rev. Init.	Reviewer Comments
F-01	Are streets appropriately labeled as "PUBLIC" or "PRIVATE"?			
F-02	Does the map have standard MCWD conveyance/acceptance and notary certificates?			
F-03	Does the map have the proper acknowledgements?			
F-04	Are MCWD easements shown properly sized?			
F-05	Do MCWD easements agree with those depicted on the improvement plans?			
F-06	Has a copy of the title report been submitted to MCWD?			
F-07	Have other legal descriptions of easements (recorded after subdivision map) been submitted for review?			
F-08	Have Tentative Map Conditions of Approval been submitted to MCWD for review?			
F-09	Have bond or blueline copies, record (contact) mylar copy and digital diskette of the final recorded Tract/Parcel Map been submitted to MCWD?			
F-10	Additional requirements satisfied (as follows)?			
a)				
b)				
c)				
d)				
e)				
f)				

PART G: REQUIREMENTS FOR LANDSCAPING AND IRRIGATION

Reviewer Name:	
Results	<input type="checkbox"/> Approved <input type="checkbox"/> Approved with Exceptions <input type="checkbox"/> Not Approved. Revise and Resubmit

No.	Item	App. Init.	Rev. Init.	Reviewer Comments
G-01	Has an On-site Recycled Water User Plan been prepared and submitted?			
G-02	<p>Has a Water Conservation Concept Statement been completed and attached as a cover sheet to the Landscape Documentation Package for submission to the district?</p> <p>The Water Conservation Concept Statement includes a checklist to verify that the data required by Section 700.4 of the MCWD Procedures, Guidelines, and Design Requirements has been compiled. <i>This document also includes a statement of projected water use for the project.</i></p>			
a)	Individual Meter Data			
b)	Project's Total Landscape Area			
c)	Project's Recreational Turf Area			
d)	Project's Water Budget			
e)	Project's Water Use			
f)	Effective Precipitation Disclosure Statement			
G-02	Have all the MCWD Water Use Spreadsheets been completed and submitted?			
a)	MCWD Landscape Site Data Sheet			
b)	Calculation of Maximum Applied Water Allowance			
c)	Calculation of Estimated Total Water Use for individual meters and the complete project			
d)	ET-Based Irrigation Schedule for the Establishment Period			
e)	ET-Based Irrigation Schedule for the Mature Landscape			
f)	Estimated Applied Water Use (based on the irrigation schedule)			

No.	Item	App. Init.	Rev. Init.	Reviewer Comments
G-03	Has an Irrigation System Map been created and submitted?			
G-04	Has a Valve Site Map been created and submitted?			
G-05	Have both the Landscape Maintenance and Irrigation Maintenance Schedules been created and submitted?			
a)	Landscape Maintenance Schedule			
b)	Irrigation System Maintenance Schedule			
G-06	Has a Soil Analysis been performed and a Soil Amendment Recommendation been made?			
a)	Soil Analysis			
b)	Soil Amendment Recommendation			
G-07	Is there a statement included in the plans that outlines the requirement to complete the Certificate of Substantial Completion?			
G-08	If required, has a Public Information Plan been created and submitted?			
a)	Homeowner Packet w/ publications			
b)	Landscape Demo Home			
c)	Public Demonstration Garden (optional)			
G-10	Are complete landscape plan sheets submitted?			
G-10	Has a complete cover sheet for the landscape plans been submitted?			
a)	Scale			
b)	North arrow			
c)	Vicinity Map			
d)	Contact Information			
e)	Signature block			
G-11	Has a complete planting plan been submitted?			
a)	Plant materials legend			
b)	Planting details			

No.	Item	App. Init.	Rev. Init.	Reviewer Comments
c)	Amendment and mulch schedule i) Determination of Soil Texture ii) Soil Infiltration Rate iii) Measured pH and Total Soluble Salts iiii) Mulch layer at least three inches in depth			
d)	Planting notes			
G-12	Has a complete irrigation plan been submitted?			
a)	Irrigation materials legend			
b)	Irrigation details			
c)	Pressure/flow calculations			
d)	Performance characteristics			
e)	Irrigation application schedules			
f)	Proper controller and rain switch			
g)	Flow control and alarm devices			
h)	Basket strainer			
G-13	Has a complete site grading/drainage plan been submitted?			
G-14	Have specifications for the landscape and irrigation plans been submitted?			

PART H: WATER CONSERVING APPLIANCES AND FIXTURES

Reviewer Name:	
Results	<input type="checkbox"/> Approved <input type="checkbox"/> Approved with Exceptions <input type="checkbox"/> Not Approved. Revise and Resubmit

No.	Item	App. Init.	Rev. Init.	Reviewer Comments
H-01	Are High Efficiency Toilets (HET's) that meet the District's <i>Standard Specifications</i> installed in the New Construction project?			
H-02	Is there one control valve, or one set of hot and cold valves for each Low Flow Showerhead?			
H-03	Do all showerheads have a maximum flow capacity of 2.5 gallons per minute?			
H-04	Are all urinals zero water use urinals in that they do not use water to flush waste?			
H-05	Do all residential units equipped with clothes washer connections have High Efficiency (HE) Clothes Washer(s) meeting district <i>Standard Specifications</i> installed?			
H-06	Are all newly constructed multifamily dwelling units, including condominiums, detached units (carriages houses/granny units) and time-share units metered individually?			
H-07	Are all newly constructed hotel/motel units greater than or equal to one thousand (1000) square feet separately metered?			
H-08	Do all new additions, renovations or remodels include the retrofitting of all existing toilets and showerheads with low-flow showerheads, ULFT's, or HET's?			
H-09	Are all multifamily units converted into condominiums or timeshare units individually metered?			
H-10	Are all motel/hotel units converted into multifamily units, time-share units or condominiums individually metered?			
H-11	Are all time-share units converted into multifamily units, condominiums, or motel/hotel units individually metered?			
H-12	Are all condominium units converted into multifamily units, time-share units or motel/hotel units individually metered?			

No.	Item	App. Init.	Rev. Init.	Reviewer Comments
H-13	Are all other uses, such as landscape irrigation systems and laundry, other than domestic household use in multifamily dwelling complexes metered separately and approved by the District Engineer or his/her designee?			
H-14	Have the submittals for water conserving appliances and fixtures required by MCWD been prepared?			
a)	Materials list showing materials utilized.			
b)	Certificates of Compliance.			

PART I: REQUIREMENTS FOR HOT WATER RECIRCULATION SYSTEMS

Reviewer Name:	
Results	<input type="checkbox"/> Approved <input type="checkbox"/> Approved with Exceptions <input type="checkbox"/> Not Approved. Revise and Resubmit

No.	Item	App. Init.	Rev. Init.	Reviewer Comments
I-01	Is the Hot Water Recirculation System or Point-of-Use Hot Water Heater that supplies water to hot water fixtures further than ten linear feet of pipe away from the hot water heater?			
I-02	Do the On-Demand Controlled Recirculation Systems have pumps sized to move the water between 5 and 8 gpm in the recirculation loop?			
I-03	Are Hot Water recirculation pumps and point-of-use Hot Water Heaters being installed with unions and manual isolation valves to facilitate repair and replacement?			
I-04	Is there one activation mechanism installed for each hot water location when using an On-Demand Hot Water System?			
I-05	Is the manufacturer of the Hot Water Recirculation System components acceptable to the District?			
I-06	Do all time and temperature controlled recirculation systems include a thermostatic control (aquastat)?			
I-07	Do all the hot water systems have a dedicated hot water return line preferably connected to the water heater drain outlet?			
I-08	is there a check valve installed in the recirculation loop, as close to the water heater as possible to prevent unintentional circulation?			
I-09	Does the recirculation loop have a minimum diameter of ¾" nominal?			
I-10	Do all branch lines off the recirculation loop have a maximum length of 10 lineal feet? Authorized exceptions include island sinks, tubs, and washing machines.			
I-11	Is each fixture served with its own branch line? Exceptions must be authorized by the District.			
I-12	Is the entire recirculation loop insulated according to California code?			

No.	Item	App. Init.	Rev. Init.	Reviewer Comments
I-13	Are operational instructions and directional stickers provided for activation devices and recirculation timers and controls?			
I-14	Has the designed equivalent length of the recirculation loop been kept to a minimum by minimizing the number of fittings and using manufactured wide sweeping elbows and bendable copper?			
I-15	Is the hot water system designed to meet the requirement that less than two cups of cool water come out of each fixture before hot water arrives at that fixture?			
I-16	Do all hot water recirculation systems have a minimum two year guarantee from the date of manufacture?			

APPENDIX 6

BOND WORKSHEET

**DOMESTIC WATER, SEWER, RECYCLED WATER
BOND WORKSHEET**

DEVELOPMENT ADDRESS: _____
 CITY: _____ TRACT(S): _____
 DATE: _____
 DEVELOPER: _____

DOMESTIC WATER

ITEM	QUANTITY	UNIT COST (\$/unit)	TOTAL COST (Dollars)
8" PVC	LF		
12" PVC	LF		
8" DIP	LF		
12" DIP	LF		
16" DIP	LF		
8" VALVE	EA		
12" VALVE	EA		
16" VALVE	EA		
8" HOT TAP	EA		
12" HOT TAP	EA		
16" HOT TAP	EA		
B.O VALVE – 4" W	EA		
B.O VALVE – 8" W	EA		
B.O VALVE – 12" W	EA		
B.O. VALVE – 16" W	EA		
A.R. VALVE – 8" W	EA		
A.R. VALVE – 12" W	EA		
A.R. VALVE – 16" W	EA		
FIRE HYDRANT	EA		
4" DETECTOR CHECK	EA		
6" DETECTOR CHECK	EA		
8" DETECTOR CHECK	EA		
10" DETECTOR CHECK	EA		
RESIDENTIAL SERVICE	EA		
COMMERCIAL SERVICE			
1-1/2" METER	EA		
2" METER	EA		
3" COMPOUND METER	EA		
4" COMPOUND METER	EA		
IRRIGATION SERVICE			
1-1/2" IRRIGATION SVC	EA		
2" IRRIGATION SVC	EA		
TOTAL			

Estimate to be prepared by Developer's Engineer.
 Add lines as needed to cover the full scope of work.

DOMESTIC WATER BOND AMOUNT (Round up to nearest \$1,000): _____

**DOMESTIC WATER, SEWER, RECYCLED WATER
BOND WORKSHEET**

DEVELOPMENT ADDRESS: _____

CITY: _____ TRACT(S): _____

DATE: _____

DEVELOPER: _____

SEWER

ITEM	QUANTITY	UNIT COST (\$/unit)	TOTAL COST (Dollars)
8" PVC	LF		
10" PVC	LF		
12" PVC	LF		
15" PVC	LF		
48" MANHOLE	EA		
60" MANHOLE	EA		
72" MANHOLE	EA		
SERVICE LATERAL	EA		
CLEANOUT	EA		
TOTAL			

Estimate to be prepared by Developer's Engineer.

Add lines as needed to cover the full scope of work.

SEWER BOND AMOUNT (Round up to nearest \$1,000): _____

**DOMESTIC WATER, SEWER, RECYCLED WATER
BOND WORKSHEET**

DEVELOPMENT ADDRESS: _____

CITY: _____ TRACT(S): _____

DATE: _____

DEVELOPER: _____

DOMESTIC WATER

ITEM	QUANTITY	UNIT COST (\$/unit)	TOTAL COST (Dollars)
6" PVC	LF		
8" PVC	LF		
10" PVC	LF		
12" PVC	LF		
16" PVC	LF		
6" HOT TAP	EA		
6" VALVE	EA		
2" A.R. VALVE	EA		
2" BLOWOFF	EA		
IRRIGATION SERVICE	EA		
1" IRRIGATION SERVICE	EA		
1-1/2" IRRIGATION SERVICE	EA		
2" IRRIGATION SERVICE	EA		
TOTAL			

Estimate to be prepared by Developer's Engineer.

Add lines as needed to cover the full scope of work.

RECYCLED WATER BOND AMOUNT (Round up to nearest \$1,000): _____

APPENDIX 7

DEVELOPER'S REQUIRED ITEMS CHECKLIST

DEVELOPER'S REQUIRED ITEMS CHECKLIST

Date: _____ Phone: _____

To: _____ Fax: _____

Track/PM#: _____

MCWD must receive the following items (of the checked boxes only) prior to MCWD plan approval.

Required/Date Received

- _____ **GRADING INSPECTION DEPOSIT:** If grading will occur near MCWD existing facilities prior to or during the plan check process, a minimum grading inspection of \$1,000 is required, or the inspection will be charged to the plan check work order.

- _____ **ENGINEER'S FIRE FLOW CALCULATIONS:** Provide fire flow calculations per requirements of Fire Agency having jurisdiction (City/County). *Due before 2nd plan check.*

- _____ **SOILS REPORT:** Provide a soils report from a certified geo-technical firm.

- _____ **FEE TITLE PARCEL:** A Grant Deed to MCWD for Fee title parcel(s) will be required for locations where MCWD's facilities are not in a dedicated public right of way. Fee title document(s) shall include the legal description, a plat and the Grantor's signature.

- _____ **QUITCLAIM DEED:** At the request of the Developer, MCWD will prepare and process Quitclaim Deeds for the Developer in order to abandon existing easements.

- _____ **ENGINEER'S COST ESTIMATE:** Submit and updated Engineer's Cost Estimate. The Engineer's Cost Estimate shall include a unit cost for each item listed on the quantity estimate on plans.

- _____ **AutoCAD DISKETTE:** Submit an AutoCAD diskette in accordance with MCWD's **Digital Plan Submittal**. The diskette should contain the plan information that is ready to be approved so that all plan check comments are reflected. **PLEASE SUBMIT IN AutoCAD 2002 OR EARLIER**. Must be provided when mylars are submitted for signature.

- _____ **RECORD MAP:** Provide a copy of the Record Map to MCWD. A Copy of the **Recorded** Record Map will be required as a condition of MCWD's final acceptance of the water facilities. **If the Tract Map has not been recorded, then a blanket easement will be required.** *Must be provided for final acceptance of water system.*

- _____ **WATER CONSERVATION CERTIFICATION:** Developer provides letter certifying it has complied with the District's Water Conservation Ordinance and agrees to make any corrections needed upon inspection after all work is complete.

NOTE: *The Plan Check/Work Order balance must be current prior to MCWD's signature on plans.*

- CC: Developer/Owner _____
 MCWD- Tract File

APPENDIX 8

CONSTRUCTION PERMIT APPLICATION



MARINA COAST WATER DISTRICT
 11 Reservation Road
 Marina, CA 93933
 (831) 384-6131

PERMIT APPLICATION

Date Issued	MCWD Number	Residential/ Commercial

Local Agency	
Local Agency Approval Date	
Agency Permit Number	
Type of Improvement	

Street Address	
APN	
Owner	
Phone	
Contractor	
Phone	

MCWD APPLICATION APPROVED BY _____

THE ABOVE APPROVAL GRANTS PERMISSION TO DO THE WORK COVERED BY THIS APPLICATION IN ACCORDANCE WITH PLANS AS APPROVED AND ALL APPLICABLE CITY AND STATE ORDINANCES, REGULATIONS AND LAWS GOVERNING LOCATION, CONSTRUCTION AND OCCUPANCY OF BUILDING.

EXPIRATION OF PERMIT
 This permit expires if the building or work authorized herein is not commenced within 180 days from date of approval, or if work is suspended for a permit of 180 days or abandoned, after expiration, this permit must be renewed before the work may be commenced again.

Job Inspection Record

Inspection	Date	Inspector	Remarks
Mark & Locate			
Pre-Construction Mtg			
Pipe Abandonment			
Water			
Foundation Prep			
Mainline (Pipeline & Testing)			
Service Lateral Plumbing & Connection to Main			
Service Lateral Pressure Test			
Backflow Devices			
Bacti Tests			
Backfill			
Sewer			
Foundation Prep			
Mainline (Pipeline & Testing)			
Building Lateral, Connection & Cleanout			
Sewer Lateral & Connection			
Pressure or Water Testing			
Backfill			
Final Inspection			

APPENDIX 9

COST OF CONSTRUCTION STATEMENT

(DOMESTIC WATER, SEWER,
AND RECYCLED WATER SYSTEMS)

Marina Coast Water
11 Reservation Road
Marina, CA 93933
(831) 384-6131



APPENDIX 9A

**COST OF CONSTRUCTION STATEMENT
DOMESTIC WATER SYSTEM**

Developer's Name _____

Tract No. _____ Date Prepared _____

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
			\$

“SAMPLE FORM”

ITEMIZE TOTAL CONSTRUCTED COSTS

Subtotal:

GRAND TOTAL INSTALLATION COST: \$

Prepared by _____

My signature as witnessed here below attests that under penalty of perjury, the above statement is true and correct to the best of my knowledge.

Date: _____ Developer _____

Official Title _____

Marina Coast Water
11 Reservation Road
Marina, CA 93933
(831) 384-6131



APPENDIX 9B

**COST OF CONSTRUCTION STATEMENT
SEWER SYSTEM**

Developer's Name _____

Tract No. _____ Date Prepared _____

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
			\$

“SAMPLE FORM”

ITEMIZE TOTAL CONSTRUCTED COSTS

Subtotal:

GRAND TOTAL INSTALLATION COST: \$

Prepared by _____

My signature as witnessed here below attests that under penalty of perjury, the above statement is true and correct to the best of my knowledge.

Date: _____

Developer _____

Official Title _____

Marina Coast Water
11 Reservation Road
Marina, CA 93933
(831) 384-6131



APPENDIX 9C

**COST OF CONSTRUCTION STATEMENT
RECYCLED WATER SYSTEM**

Developer's Name _____

Tract No. _____ Date Prepared _____

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
			\$

“SAMPLE FORM”

ITEMIZE TOTAL CONSTRUCTED COSTS

Subtotal:

GRAND TOTAL INSTALLATION COST: \$

Prepared by _____

My signature as witnessed here below attests that under penalty of perjury, the above statement is true and correct to the best of my knowledge.

Date: _____

Developer _____

Official Title _____

APPENDIX 10

BILLS OF SALE

(DOMESTIC WATER, SEWER,
AND RECYCLED WATER SYSTEMS)

Marina Coast Water
11 Reservation Road
Marina, CA 93933
(831) 384-6131



APPENDIX 10A

BILL OF SALE DOMESTIC WATER SYSTEM FACILITIES

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned does hereby transfer and convey to the Marina Coast Water District, a California Water District organized under State Law, and its successors and assigned, all right, title, and interest in and to the domestic water installation, including pipelines, valves, service connections, fire hydrants, meters, and other appurtenances to said domestic water installation, constructed, installed, and located in the property described below, and further warrants that the same is free and clear of any encumbrances.

Said property is described as follows:

Executed this _____ day of , _____ 20____ .

Company or Corporation Name:

By _____
President

By _____
Secretary

CERTIFICATE OF ACCEPTANCE

As per Resolution No. _____ as set forth in the minutes of a meeting of the Board of Directors of the Marina Coast Water District held on _____, the above Bill of Sale of Domestic Water System Facilities, dated _____, is hereby accepted by order of the Board of Directors of the Marina Coast Water District, a California Water District organized under State Law.

Date of Acceptance _____.

By _____
General Manager
MARINA COAST WATER DISTRICT

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

APPLICANT:

PROPERTY OWNER

By _____

By _____

By _____

By _____

Date _____

Date _____

MARINA COAST WATER DISTRICT

By _____
General Manager

Date _____

EXHIBIT A – PROPERTY DESCRIPTION

Marina Coast Water
11 Reservation Road
Marina, CA 93933
(831) 384-6131



APPENDIX 10B

**BILL OF SALE
SEWER SYSTEM FACILITIES**

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned does hereby transfer and convey to the Marina Coast Water District, a California Water District organized under State Law, and its successors and assigned, all right, title, and interest in and to the sewer installation, including mains, manholes, laterals, and other appurtenances to said sewer installation, constructed, installed, and located in the property described below, and further warrants that the same is free and clear of any encumbrances.

Said property is described as follows:

Executed this _____ day of , _____ 20_____ .

Company or Corporation Name:

By _____
President

By _____
Secretary

CERTIFICATE OF ACCEPTANCE

As per Resolution No. _____ as set forth in the minutes of a meeting of the Board of Directors of the Marina Coast Water District held on _____, the above Bill of Sale of Domestic Water System Facilities, dated _____, is hereby accepted by order of the Board of Directors of the Marina Coast Water District, a California Water District organized under State Law.

Date of Acceptance _____.

By _____
General Manager
MARINA COAST WATER DISTRICT

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

APPLICANT:

PROPERTY OWNER

By _____

By _____

By _____

By _____

Date _____

Date _____

MARINA COAST WATER DISTRICT

By _____
General Manger

Date _____

EXHIBIT A – PROPERTY DESCRIPTION

Marina Coast Water
11 Reservation Road
Marina, CA 93933
(831) 384-6131



APPENDIX 10C

**BILL OF SALE
RECYCLED WATER SYSTEM FACILITIES**

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned does hereby transfer and convey to the Marina Coast Water District, a California Water District organized under State Law, and its successors and assigned, all right, title, and interest in and to the recycled water installation, including pipelines, valves, service connections, meters, and other appurtenances to said recycled water installation, constructed, installed, and located in the property described below, and further warrants that the same is free and clear of any encumbrances.

Said property is described as follows:

Executed this _____ day of , _____ 20_____ .

Company or Corporation Name:

By _____
President

By _____
Secretary

CERTIFICATE OF ACCEPTANCE

As per Resolution No. _____ as set forth in the minutes of a meeting of the Board of Directors of the Marina Coast Water District held on _____, the above Bill of Sale of Domestic Water System Facilities, dated _____, is hereby accepted by order of the Board of Directors of the Marina Coast Water District, a California Water District organized under State Law.

Date of Acceptance _____.

By _____
General Manager
MARINA COAST WATER DISTRICT

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

APPLICANT:

PROPERTY OWNER

By _____

By _____

By _____

By _____

Date _____

Date _____

MARINA COAST WATER DISTRICT

By _____
General Manager

Date _____

EXHIBIT A – PROPERTY DESCRIPTION