

RESOLUTION NO. 93-30

A RESOLUTION OF THE BOARD OF DIRECTORS
OF CONTRA COSTA WATER DISTRICT
AUTHORIZING GENERAL MANAGER OR DESIGNEE TO EXECUTE
WATER MAIN EXTENSION AGREEMENTS

BE IT RESOLVED by the Board of Directors of Contra Costa Water District that the General Manager or designee be, and they hereby are, authorized to execute, for and on behalf of this District, water main extension agreements in the form attached hereto marked Exhibit "A".

The foregoing Resolution was duly and regularly adopted at a meeting held on the 19th day of May by the Board of Directors of the Contra Costa Water District by the Following vote of the Board:

AYES: Boatman, Campbell, Freitas, Pellegrini, Butler

NOES: None

ABSENT: None


Ronald E. Butler, President

ATTEST:



Janice B. Booker
District Secretary

Exhibit A

Project No. _____

CONTRA COSTA WATER DISTRICT
WATER MAIN EXTENSION AGREEMENT
(Applicant Installed)

Contra Costa Water District (District) and the undersigned Applicant for Water Main extension (Applicant) hereby agree as follows:

1. Exhibit A attached to and made a part of this Agreement describes generally certain water mains and appurtenances, hereinafter called the "facilities", which Applicant desires to have installed.
2. Said facilities shall be installed by the Applicant using materials supplied by District. The installation work shall be performed by a properly licensed Contractor approved in writing by District prior to commencement of work. The installation of the facilities is a public work as defined in Section 1720 (c) of the California Labor Code. The Applicant and its contractors and subcontractors are required to pay all workers employed thereon the general prevailing wage rates and to comply with other applicable provisions of Chapter 1, Part 7, Division 2 of the Labor Code. All work shall be performed to the satisfaction of District in accordance with District's Plans and Specifications which shall be obtained by Applicant from District prior to the commencement of any installation work hereunder.
3. The materials to be supplied by District are generally described in Exhibit A which also sets forth District's estimate of the total cost to District of supplying said materials and performing services required in connection with their installation by Applicant in order that District may furnish water services to Applicant.
4. Upon signing this Agreement, Applicant will pay to District the total estimated cost figures set out on Exhibit A. Upon completion of said installation and acceptance of same by District, as hereinafter provided, District will compute its total actual cost of providing said materials and services. If said total actual cost is less than said estimate, District will refund the difference to Applicant. If said total actual cost exceeds said estimate, the difference will be paid promptly by Applicant to District. District's computation of total actual costs shall be final and binding upon the parties.
5. Unless Applicant commences construction of facilities within thirty (30) days from the date this Agreement is executed by District, District may, at its sole discretion, terminate this Agreement by giving Applicant written notice of said termination. Upon termination by

District, District shall refund all funds deposited by Applicant pursuant to Paragraph 4 hereof, less actual costs incurred by District prior to date of said termination.

6. Materials furnished by District shall be delivered to Applicant at District's corporation yard at such times as Applicant shall specify following receipt of materials by District. Risk of loss or damage to such materials shall pass to Applicant immediately prior to pick-up at the time and place of delivery. District shall not be liable for delays in delivery of materials resulting from labor disturbances or causes beyond its control, including, without limitation, delays caused by District's suppliers, acts of God, wars, civil disturbances, or riots.
7. All risk of loss and damage to said water service facilities is assumed by Applicant until the completed facilities are accepted by District. District may defer its acceptance until any streets, sidewalks, sewers, or other improvements in or near which said facilities may be installed are accepted for maintenance by the governmental authority or public agency to which such improvements are or will be dedicated for or committed to public use. Applicant will promptly reimburse to District all costs incurred by District for repair, replacement, or maintenance of said water service facilities prior to acceptance of same by District.
8. Upon completion of installation of said facilities and the acceptance thereof by District, all right, title and interest in and to said facilities shall become and thereafter remain the property of District and shall thereafter be operated and maintained by District and shall become merged with and be a part of District's water distribution facilities. District shall have no obligation to furnish water service to Applicant until District has accepted the completed facilities as aforesaid and all sums due District hereunder have been paid by Applicant.
9. In the event of default or delay in the payment of any sum provided in this Agreement to be paid to District, District shall have the right to refuse or discontinue water service through said facilities.
10. Applicant agrees to indemnify and hold District harmless, to the extent allowed by law, from and against any and all loss, damage, liability, claims, demands, causes of actions or judgments connected in any way with the installation of the water service facilities provided herein, including, without limitation, any such loss, damage, liability, claims, demands, causes of action, or judgments for personal injuries or death as may be asserted, made, or brought by or on behalf of any employee of Applicant or Applicant's contractor or any subcontractor employed in connection with said installation. Applicant shall require its contractor and all subcontractors to similarly indemnify and agree to hold District harmless prior to the time any such contractors commence work.

11. Prior to the commencement of any installation work hereunder, Applicant shall do or cause to be done the following:
 - (a) Procure a comprehensive builder's risk and public liability insurance policy. Said policy shall be satisfactory to District as to form and amount of coverage and shall be placed with a carrier or carriers licensed to do business in the State of California. The policy shall name District as an additional named insured and shall cover Applicant's contractual liability to District hereunder. A certificate of insurance shall be delivered to District which shall include a statement that 30 days written notice will be given by the carrier to District prior to any cancellation of, or material change in said policy.
 - (b) Furnish District with a Surety bond in a form and with sureties satisfactory to District in the amount stated on Exhibit A securing the faithful performance of the installation work to be performed hereunder.
12. Following completion and acceptance of said installation, Applicant shall furnish District with copies of contractor's invoices. District then will provide water service through said facilities in accordance with its rules and regulations and rates and charges from time to time in effect. Applicant acknowledges receipt of a copy of, and agrees to be bound by and comply with, District's main extension policies and its rules and regulations and any subsequent revisions and amendments thereto.
13. After the installation is completed, the Applicant shall promptly send to District evidence in a form satisfactory to District of Applicant's cost incurred in said installation.
14. Applicant agrees to grant District in a form satisfactory to District such easements as are required by District in connection with said installation for the furnishing of water service hereunder.
15. This agreement shall bind and benefit the successors, assigns, personal representatives, and heirs of the parties hereto. However, this Agreement shall not be assigned by Applicant, in whole or in part, without the prior written consent of District.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____
day of _____, 19_____.

Corporation)

Applicant (Individual, Partners

ATTEST:

Secretary

Signature

Print Name

Print or Type Name and Title

(SEAL) (For use by Corporate Applicants)

Signature

Print or Type Name and Title

CONTRA COSTA WATER DISTRICT

Date: _____

By: _____

Project No. _____

CONTRA COSTA WATER DISTRICT

DESCRIPTION OF WATER MAIN AND APPURTENANCES
AND ESTIMATED COSTS OF
DISTRICT FURNISHED MATERIALS AND SERVICES
APPLICANT INSTALLED

Date: _____

Applicant's Name: _____
(Corporate, partnership, individual. Underline proper Designation)

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Location of premises on which installation will be made: _____

Number of Units to be served: _____

ESTIMATED COST OF MATERIALS AND DISTRICT SUPPLIED SERVICES

Materials	\$ _____
CCWD Inspection, Labor, & Related Expenses	\$ _____
District Overhead	\$ _____
Estimated Project Cost (Without Contractual Labor)	\$ _____
Meter Set Charge	\$ _____
Meters	\$ _____
Credit	\$ _____
Facilities Reserve Charge	\$ _____
Credit	\$ _____
Annexation Fee	\$ _____
Total Estimated Cost to Applicant (Without Contractual Labor)	\$ _____
Amount Deposited	\$ _____
Total Due	\$ _____
Potential Reimbursement	\$ _____

Amount of Surety Bond required: _____ (Equal to District's estimate of cost of Contractual Labor and related services to perform installation.)

Project No. _____ Date: _____

Customer's Name: _____

**Materials to be Supplied by District:
(Bill of Materials)**