

## **DIVISION XII CONSTRUCTION OF SEWER LINES**

### **Section 12.01 Definitions**

For the purposes of this Division, the specified terms are defined as follows:

- A. "Developer" means any person or entity, excluding those persons contracting with the District who installs or causes to be installed one or more structures which will be connected to the District collection system. (Amended by Ord 2009-06)
- B. "Force Main" means pipelines that convey wastewater under pressure from a lower to higher elevation, particularly where the elevation of the source is not sufficient for gravity flow and/or the use of gravity conveyance will result in excessive excavation depths and high sewer pipeline construction costs. (Added by Ord 2009-06)
- C. "Force Main extension" is any extension of the force main between the existing District force main and the lots which are being improved or which are owned by the developer. A force main extension does not include a force main constructed within the tract of land which is being improved or which is owned by the developer.

### **Section 12.02 Financial Responsibility for Construction of Sewer Line**

A developer who installs and/or causes to be installed any portion of the District collection system is financially responsible for the installation, and all incidents thereof, of that portion of the sewer collection system.

- A. Buy Back Agreements. At the District's option, the District may enter into an agreement with the Developer whereby adjacent properties benefited by and connecting to the sanitary sewer facilities installed by the Developer or their agent, will be required to reimburse the Developer or their agent, through the District, for a prorated share of the cost of sanitary sewer facility design and construction. Administration of the reimbursement monies will continue until such prorated shares have been paid, but no longer than a period of ten years after completion of the sanitary sewer facilities. (Added by Ord 2009-06)

### **Section 12.03 Construction of Collection System**

- A. When a developer proposes to construct a force main and/or one or more house laterals, the developer may perform such construction, subject to the requirements of the District.
- B. When the developer performs the tap between the house lateral constructed by the developer and a main line constructed by the developer, no tapping fee shall be charged. Other connection fees, including hook-up fees, fixture unit fees, and sewerage facility fees, shall be charged as set forth in Division VI.
- C. Except as specified in Section 12.03.A, construction of house laterals, taps, force mains and all other parts of the District's collection system (excluding private sewer lines) shall be performed solely by District personnel or by independent contractors hired by the District. The time at which the District shall perform such construction, shall be scheduled with the District at the time the permit is issued. Time-and-material costs not covered by the tapping fee in Division VI or the house lateral installation fee in Division VI shall be charged to the

developer in addition to any other fees required by this Chapter. Installation of a house lateral under Case III conditions (see Division VI) shall be charged on a time-and-materials basis. The District may require the payment of one or more deposits toward the District's construction costs, prior to and during construction.

#### **Section 12.04 Performance, Payment and Maintenance Surety Bonds**

Developer shall procure and continuously maintain at its sole expense Performance, Payment and Maintenance Surety Bonds issued by a company authorized to do surety business in the State of California upon its standard form, guaranteeing that Developer will perform all of its obligations under this Agreement and will pay for all work and material furnished to the job. Said bond shall be in an amount equal to the value of the cost of construction of the Improvements and shall provide coverage for the Improvements and on account of Developer's obligation to replace or repair any and all defects in material or workmanship in said Improvements for a period of two (2) years following completion and acceptance of said Improvements. (Added by Ord 2009-06)

#### **Section 12.05 Liability**

The District and its officers, agents and employees shall not be liable for any injury or death to any person or damage to any property arising from the performance of any work by a developer. The developer shall indemnify, protect, defend and shall hold harmless the District and its officers, agents and employees from any liability imposed by law upon the District or its officers, agents or employees, including all costs, expenses, attorneys' fees, and other fees, and interest incurred in defending the same or in seeking to enforce this provision. The developer shall be solely liable for any defects in the performance of the developer's work or any failure which may arise therefrom.

#### **Section 12.06 Formation of Improvement District**

- A. When a developer installs or causes to be installed any part of the District collection system, the developer may request in writing that the District form an improvement district, pursuant to the California County Water District law or other law, to include that real property which is served and benefited (or to be served and benefited) by the collection system installed or caused to be installed, by the developer.
- B. The District may agree to form an improvement district only after receiving the developer's written request for formation thereof and the developer's written agreement to pay all sums reasonably incurred by the District in the formation and operation of the improvement district.
- C. If the District agrees to form an improvement district, the developer shall pay the District an initial fee, to be determined by the District, towards the District's cost of forming the improvement district. The District shall not take any steps towards the formation of the improvement district until it receives this initial fee.
- D. The developer may withdraw the request for the formation of an improvement district if no prejudice will result therefrom to the District or its customers.
- E. The developer shall be liable for all costs reasonably incurred by the District in the formation

and operation of the improvement district whether or not the improvement district is formed.

### **Section 12.07 Size of New Force Main**

The District may require the developer to install a force main larger than that necessary to adequately serve the developer's proposed construction. When the District requires the installation of a larger force main, the District shall either (a) pay the difference in cost, as determined by the District, between the size necessary to serve the developer's construction and the larger main line or (b) perform the installation itself subsequent to the receipt from the developer of a sum sufficient to cover the cost of installation, and other necessary expenses, of the main line required by the developer.

### **Section 12.08 District's Option to Construct Facilities**

Whenever a developer applies for an assurance of sewer service or a sewer permit which involves the extension of the District's force main, the District, at its sole option, may install such facilities subsequent to the developer's advancement to the District of funds sufficient to cover the costs of construction and other necessary expenses as may be reasonably incurred by District for engineering, administration, staff and legal expenses. (Amended by Ord 2009-06)

Upon completion of construction, the District shall refund any funds advanced in excess of the actual cost to be borne by the developer.

### **Section 12.09 Application for Force Main Extension Agreement**

Whenever a developer applies for a sewer permit or an assurance of sewer service which involves a force main extension, the developer may also apply to the District for a Force Main Extension Agreement, which provides for partial reimbursement to the developer of the developer's costs of constructing the force main extension. The District may accept the application and approve a Force Main Extension Agreement.

### **Section 12.10 Force Main Extension Agreement**

Whenever a developer enters into a Force Main Extension Agreement with the District, the Agreement may provide for a refund to the developer as follows:

- A. Within the limits specified herein, when the Force Main has been installed at the Developer's sole expense, the Developer shall be entitled to a sum up to twenty-five percent (25%) of the hook-up unit fees and fixture unit fees received by the District for hook-ups into the Force Main Extension paid for by the developer.
- B. Any amounts collected by the District for hook-up unit fees and fixture unit fees, subject to section 12.10.A, shall be refunded to the developer within ninety (90) days following the date of collection; provided that no refund shall be made for collections made after five (5) years from the date of completion of the extension.
- C. The total amount to be refunded to the developer shall not exceed 25% of the net amount paid by the developer to the District for the extension, if installed by the District, or 25% of the estimated cost, as determined by the District, for such extension if installed by the developer.

### **Section 12.11 Dedication Requirements**

An Offer of Dedication of all those portions of the collection system to be constructed, excluding private sewer lines, shall be included in any application concerning construction of the collection system.

Upon completion, final inspection and approval of the constructed improvements by the District, the Developer shall present an Offer of Dedication and any and all easements, signed and acknowledged, on the forms and in the content as provided by the District. (Amended by Ord 2009-06)

No portion of the collection system shall be accepted by the District for dedication unless that portion to be accepted has been constructed in conformity with the requirements of the District. When the construction of the collection system has been completed and accepted by the District, it shall become the property of the District.

Notice to Developer: Prevailing Wages may have to be paid to employees and subcontractors on construction of facilities which are later to be dedicated to the District.

### **Section 12.12 Initiation of Sewer Service**

To initiate sewer service, a permittee shall deliver to the District a written request for the initiation of sewer service at least fifteen (15) working days prior to the date sewer service is to be made available.