

**Appendix 600-C AGREEMENT FOR WATER/SEWER IMPROVEMENTS  
(SMALL DEVELOPMENTS)**

**AGREEMENT FOR WATER/SEWER SYSTEM IMPROVEMENTS  
(SMALL DEVELOPMENTS)**

THIS AGREEMENT for Water/Sewer System Improvements (hereinafter the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between GROVELAND COMMUNITY SERVICES DISTRICT, a community services district formed and operating pursuant to the provisions of Government Code Section 61000 et seq. (hereinafter "District"), and \_\_\_\_\_, (hereinafter "Applicant").

**RECITALS**

1. Applicant is the owner of certain real property located within the jurisdictional boundaries of the District as more particularly described in Exhibit A attached hereto (hereinafter the "Property") upon which the Applicant proposes to construct the following residential/commercial project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (the "Project"). Applicant has filed a written Application with District requesting that District provide water/sewer service to the Project.

2. District and Applicant desire to enter into this Agreement to define the terms and conditions under which Applicant will design, construct and convey to District a Water/Sewer Main Extension or other Water/Sewer System Improvements in accordance with the District's Standard Design Specifications at the Applicant's sole cost and expense, in consideration for which District will agree to provide water/sewer service to Applicant's Project, and accept conveyance of such Water/Sewer System Improvements for future maintenance and operation by District

NOW, THEREFORE, the Parties hereto agree as follows:

1. Design and Construction of Water/Sewer System Improvements.

Applicant desires to design and construct a Water/Sewer Main Extension or other Water/Sewer System Improvements in accordance with the District's Standard Design Specifications and any other applicable regulations of the County of Tuolumne or any state or federal agency having jurisdiction over the water/sewer service provided within the District's boundaries, at the Applicant's sole cost and expense. The general description of the Water/Sewer System Improvements necessary to provide service to Applicant's Project is described on Exhibit B attached hereto and incorporated herein by this reference (hereinafter "the Improvements"). The Applicant shall file with the District the proposed Plans and Specifications for the Improvements which must be prepared and stamped by a California Registered Civil Engineer.

The Plans and Specifications for the Improvements shall be approved in writing by the District's Engineer. Applicant agrees that construction of the Improvements shall not commence until the Plans and Specifications for the Improvements have been approved in writing by District. The Applicant shall submit two (2) complete sets of fully engineered Plans and Specifications detailing the Improvements, together with a copy of the tentative Parcel Map or other development approval issued by Tuolumne County for the parcels to which water/sewer service will be supplied. Any changes or corrections to the Plans and Specifications by the District's Engineer shall be incorporated into the Final Plans and Specifications approved by District.

2. Reimbursement of District Costs and Expenses.

Exhibit C attached hereto and incorporated herein by this reference specifies the estimated development review fees and charges payable by the Applicant to District to reimburse the District for all estimated administrative, engineering, design, legal, environmental, consulting and inspection costs incurred by the District in processing the Applicant's Application, reviewing and revising the Plans and Specifications for the Improvements submitted by Applicant, and inspecting and supervising the construction of the Improvements.

By execution of this Agreement, Applicant and District acknowledge that the Applicant has advanced funds to the District to be applied to the estimated amount of such costs to be incurred by the District. District has established a separate trust fund (hereinafter the "Fund") for the purpose of accepting advances of funds by Applicant to District to be used by District to pay those costs and expenses incurred by District in reviewing, revising, modifying, approving, inspecting and accepting the Improvements to be designed and constructed by Applicant to serve the Project.

In order to begin performing such tasks, the Parties hereto acknowledge that Applicant has advanced the District the sum of \$\_\_\_\_\_ which has been deposited by District into the Fund. As District incurs the direct and indirect costs and expenses associated with its review of Applicant's Project specified in Exhibit C, District shall disburse from the Fund the sums required to reimburse the District for such costs and expenses. From time to time Applicant shall make additional advances to the District within fifteen (15) days following receipt from District of a written notice which will request an additional advance to cover the costs of District to perform its development review tasks with respect to Applicant's Project. Applicant shall make such subsequent advances as requested by District up to a total of \$\_\_\_\_\_. If Applicant does not deliver the requested additional funding amount to District within fifteen (15) days, District will have no obligation to proceed with its review and approval of the Applicant's Application and Plans and Specifications until such additional advances are received. Upon request District will provide to Applicant a summary of how the Applicant's advances have been spent and the unexpended balance remaining. If the amount of the deposit at any time is insufficient to reimburse the District for all the costs it has incurred with respect to Applicant's Project with respect to engineering, design, legal, environmental, inspection and other costs attributable to the Improvements, the Applicant shall replenish the funds advanced upon written demand of the District which shall specify the amount of funds necessary to cover such additional costs. The District shall have no obligation to continue its processing of the Application or its acceptance of the Project until such additional deposit has been received. To the extent the funds

advanced by Applicant exceed the final amount of costs incurred by District in reviewing and processing the Applicant's Application and Plans and Specifications for the Improvements, any balance will be refunded to Applicant upon completion of construction and acceptance of the Improvements by District.

3. Commencement of Construction.

Commencement of construction of the Improvements cannot proceed until Final Plans and Specifications submitted by the Applicant have been approved in writing by District. District will not approve the Final Plans and Specifications submitted by Applicant unless and until all costs incurred by District in reviewing the Application and the Plans and Specifications of the Applicant have been reimbursed in full through advances paid by Applicant pursuant to Section 2 hereof.

After the District has issued written approval of the Final Plans and Specifications for the Improvements, the District will schedule a pre-construction meeting between representatives of the District and Applicant. At the meeting the Applicant will be required to present to District the signed contract for construction of the Improvements with a licensed contractor licensed to do the type of work necessary to properly construct the Improvements. Said contract shall include a provision that the contractor be required to pay prevailing wages to all laborers performing work on the Project. The District may request evidence that the contractor has satisfactorily constructed or installed projects of similar magnitude or comparable difficulty to the proposed Improvements before approving the Applicant's selection of the licensed contractor to construct the Improvements. The District retains the right to reject any licensed contractor selected by Applicant to construct the Improvements for the Project.

At the time of the pre-construction meeting, the Applicant shall also present evidence to District that all applicable permits have been obtained with respect to construction of the Improvements, all potential easements for the proposed Improvements have been obtained, and all underground utility lines and/or obstructions have been identified.

A. Permits, Easements and Related Costs.

The Applicant shall obtain all necessary county and state permits, including encroachment permits, required for the construction of the Improvements as a condition precedent to District approval of construction of the proposed Improvements. The Applicant will also be required to present evidence to the District that all permanent and temporary easements necessary for the construction, maintenance and operation of the Improvements, and for ingress and egress to the proposed construction areas for the Improvements have been obtained in a form approved by District. Said easements shall be submitted to the District for approval and acceptance in writing prior to construction of the Improvements.

B. Underground Obstructions.

The District requires the Applicant to use Underground Service Alert to identify any underground utilities prior to beginning any construction of the Improvements or testing of the

Improvements. All locations of underground utility lines or other underground obstructions shall appear on the Plans and Specifications for the Improvements, but must be verified by the Applicant in the field. The District does not assume any responsibility or liability whatsoever for the sufficiency or accuracy of information obtained by the Applicant with respect to locations of underground service lines or other obstructions.

#### C. Performance and Payment Bonds.

Applicant shall, at the time of entering into a contract for construction of the Improvements with an approved licensed contractor, provide two separate bonds to the District, each made payable to the District. These bonds shall be issued by a surety company admitted to do business in the State of California as an insurer and shall be maintained during the entire life of the construction agreement at the expense of Applicant. One bond shall be in the amount of one hundred twenty-five percent (125%) of the construction cost estimate for the Improvements approved by the District and shall guarantee the performance of all aspects of the construction contract. The second bond shall be the payment bond required by Division 3, Part 4, Title 15, Chapter 7 of the Civil Code of the State of California, and shall be in the amount of one hundred percent (100%) of the construction cost estimate approved by District for the construction of the Improvements, to guarantee the payment of wages and for materials, supplies or equipment used in the performance of the construction contract. Any alterations made in the specifications to the Improvements shall not operate to release any surety from liability on any bond required hereunder, and any surety on said bond shall waive the provisions of Section 2819 of the Civil Code. Prior to commencing work the Applicant shall provide a Certificate of Fact issued by the County of Tuolumne, County Clerk or show a Certificate of Authority issued by the State of California, Department of Insurance for any and all sureties issuing the bonds required by this section.

#### 4. Inspection of Construction.

The District shall have the right at any time to inspect the progress of the work for construction of the Improvements to serve the Project. The District's costs incurred in performing such inspection services shall be reimbursed by the Applicant pursuant to the provisions of Section 2 of this Agreement.

District does not, by inspection of the construction of the Improvements, represent the Applicant or provide a substitute for inspection and control of the work by Applicant. Any inspections and observations of the work by District are for the sole purpose of providing notice of the stage and quality of the work. Any failure of the District to note variances in the work from the Plans and Specifications does not excuse or exempt Applicant from complying with all terms of the Plans and Specifications. The fact that District inspects the construction of the work and notifies Applicant of deviations between the Improvements as constructed and the accepted Plans and Specifications shall not be deemed to constitute a guarantee by District that the Improvements have been built in accordance with the Plans and Specifications.

5. Construction Disputes.

Should any dispute arise between District and Applicant regarding construction methods, construction safety, conformity of the construction with the approved Plans and Specifications, and/or the nature and extent of required change orders, the decision of the District's Engineer shall be final and binding on all Parties.

6. Indemnification and Insurance.

A. Indemnification.

Applicant, and its successors and assigns hereby agree to defend and indemnify the District, its officers, agents and employees, and hold them harmless from any and all claims, actions, proceedings, liability, or damages, including any attorneys' fees, resulting from or arising out of any of the following: (1) the design and/or construction of the Improvements, including any claims relating to the products used or materials furnished in constructing such Improvements; (2) the District's approval of this Agreement; (3) the approval process for the Project pursuant to the California Environmental Quality Act (hereinafter "CEQA"), any environmental issues arising under CEQA with respect to the design, construction and/or approval of the Improvements, including any and all challenges brought against the Improvements by any third party pursuant to the provisions of CEQA.

This indemnification shall extend to any and all claims, actions, proceedings, or liability, including any attorneys' fees and court costs, arising out of the acts or omissions of Applicant, its agents, employees, or contractors, or seeking to attack, set aside, void or annul a District approval concerning the Improvements. This indemnification obligation shall apply regardless of whether the District prepared, supplied, or approved Plans and Specifications for the Improvements. This indemnification obligation shall also extend to any contention that the approval of the Applicant's construction of the Improvements by District is defective because a District Ordinance, Resolution, Policy, Standard or Plan is not in compliance with local, state or federal law. If the defense right is exercised, District Counsel shall have the absolute right to approve any and all counsel employed to defend the District. To the extent the District uses any of its own resources to respond to such a claim, action or proceeding, or to assist in the defense of District, the Applicant hereby agrees to reimburse District such costs upon demand. Such costs include, but are not limited to, staff time, court costs, District Counsel's time at its regular rate, or any other direct or indirect costs associated with responding to, or assisting in defense of, the claim, action, or proceedings. For any breach of this indemnification obligation by Applicant, its officers, agents or employees, the District may, with notice, terminate this Agreement, rescind its approval of the Applicant's Project and construction of the Improvements, and refuse to provide water or sewer system services to the Project until such time as Applicant complies with the indemnification obligation set forth in this section..

B. Insurance Requirements.

Applicant and any licensed contractor retained by Applicant to design and/or construct the Improvements shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability insurance and workers' compensation insurance as specified below.

(1) Public Liability, Property Damage and Contract for Liability Insurance

Applicant shall furnish public liability and property damage insurance which includes, but is not limited to, personal injury, property damages, losses relating to independent contractors, products and equipment, explosion, collapse and underground hazards in a minimum amount of not less than a combined single limit of \$1 Million for one or more persons injured and property damage in each occurrence. Such insurance shall be provided on a standard ISO-CTL Broad form or equivalent form, as determined by District.

The public liability and property damage insurance furnished by Applicant shall also name the District as an additional insured and shall directly protect, as well as provide the defense for the District, its officers, agents and employees, as well as the Applicant, all general contractors, subcontractors and suppliers, if any, from all suits, actions, damages, losses or claims of every type and description to which they may be subjected by reason of, or resulting from Applicant's construction of the Improvements pursuant to this Agreement, and all insurance policies shall so state. Said insurance shall also specifically cover the contractual liability of Applicant. Said insurance shall also specify that it acts as primary insurance. Said policy shall not be excess or contributing with District insurance coverage in any way.

(2) Workers' Compensation Insurance

Applicant, and any licensed contractor retained by Applicant to design and/or construct the Improvements, shall be permissibly self insured or shall carry full workers' compensation insurance coverage for all persons employed, either directly or through subcontractors, in carrying out the work contemplated by this Agreement, in accordance with the Workers' Compensation Act contained in the Labor Code in the State of California.

(3) Certificates of Insurance

At the time of execution of this Agreement, Applicant agrees to furnish District Certificates of Insurance which certify the existence of a certified copy of the insurance policies Applicant and all of its licensed contractors have taken out for public liability, property damage and workers' compensation insurance as set forth above for the period covered by this Agreement. Such insurance shall be placed with insurance carriers acceptable to the District under terms satisfactory to the District. Said certified policies of insurance shall be furnished to the District prior to commencing the work contemplated by this Agreement. Each such certified policy shall bear an endorsement precluding the cancellation or reduction in coverage of any such policy before the expiration of thirty (30) days after the District shall have received written notice of such cancellation or reduction.

Should Applicant or any licensed contractor retained by Applicant to construct the Improvements, fail to obtain and keep in force the insurance coverages required herein, District shall have the right to cancel or terminate this Agreement forthwith, rescind its approval of Applicant's Project and construction of the Improvements, and refuse water supply and delivery to the Project until the terms of this Agreement have been complied with by Applicant and any licensed contractor(s) retained by Applicant.

7. Final Inspection and Reimbursement of District Costs.

Upon completion of construction of the Improvements, such Improvements shall be subject to final inspection and testing by the District. District shall provide written acceptance of the Applicant's Improvements as constructed only after each of the following conditions precedent have been satisfied: (a) reimbursement by Applicant to District of all administrative, engineering, environmental and legal costs incurred by the District in connection with interim and final inspection and testing of the various components of the Improvements including any and all testing of the Improvements as needed or required for the approval thereof by the District and any other regulatory agency having jurisdiction over the operation of the Improvement Project, including but not limited to the State Department of Health Services and the California Regional Water Quality Control Board; and (b) reimbursement of any other unreimbursed District costs and expenses pursuant to Section 2 of this Agreement. The District will not approve final inspection of the Improvements, agree to accept conveyance of the Improvements from Applicant upon completion, nor agree to provide water/sewer service to Applicant's Project until all costs and expenses required to be reimbursed by Applicant to District for administrative, engineering, legal, environmental, inspection and testing incurred by District with respect to the Improvements have been paid by Applicant to District.

8. Record Drawings, Statement of Accounts.

Applicant shall, as a condition precedent to District's acceptance of the Improvements and its obligations to provide service under this Agreement, provide to District the following:

A. A complete and final set of photo Mylar and digital record drawings for the Improvements satisfactory to the District, together with a copy of Final Approved Plans and Specifications and any contract documents utilized for construction of the Improvements. Said as-built plans shall also show any other utilities within the 15-foot wide easement for the Improvements conveyed to District.

B. A complete detailed statement of accounts, satisfactory to the District, specifying the amounts expended by Applicant for the design, installation and construction of the Improvements, itemized according to the various components of the Improvements, together with a list of any other materials and equipment comprising the Improvements being conveyed, and the respective values thereof.

9. Conveyance of Improvements to District upon Completion.

Upon completion of the Improvements in accordance with the Plans and Specifications and final approval by the District of the Improvements as constructed, the Applicant shall transfer absolute and unencumbered ownership of the completed Improvements and related real property, easements and rights of way to District. Applicant will execute and obtain all signatures of any other parties having any interest in the Improvements or the real property upon which the Improvements are located, and deliver a grant deed or other form of conveyance satisfactory in form and content to District transferring absolute and unencumbered ownership of the completed Improvements to the District together with all real property, interest in real property, easements, and any other existing property rights that are necessary or appropriate in the opinion of the District for ownership, maintenance and operation of the Improvements.

District will accept conveyance of the Improvements to District and record a Notice of Completion with the County Recorder only after all of the following provisions have been complied with by Applicant:

A. All costs of design and construction of the Improvements shall have been paid by Applicant, and the time for filing stop notices or other mechanics' liens shall have expired.

B. The Applicant shall convey title to the completed Improvements and any interest in real property, easements and/or rights of way free of all liens, encumbrances and charges, including mechanics' liens and stop notices relating to the construction of the Improvements, by appropriate documents of conveyance acceptable in form to the District and District Legal Counsel.

C. The Applicant has reimbursed the District for all costs incurred by District pursuant to Section 2 of this Agreement.

10. Default.

If Applicant fails to expeditiously advance construction of the Improvements, or performs work that does not comply with the requirements of this Agreement or the Final Approved Plans and Specifications for the Improvements, or fails to perform any task or produce any documents required by this Agreement, or is guilty of any other material breach of the terms of this Agreement, District may: (a) suspend work on the construction of the Improvements until such time as the default is remedied by Applicant; or (b) by written notice to Applicant terminate Applicant's right to perform all or any portion of the construction of the Improvements. If District terminates Applicant's right to perform such work, the District may have the work performed by others and charge the costs to Applicant. The costs of completion of the Improvements by District shall include reasonable reimbursement for additional executive, administrative, legal and engineering expenses incurred in providing for completion of the construction, together with all damages for delay and other damages sustained by the District as a result of Applicant's default. Applicant agrees to pay District all damages sustained as a result of default by Applicant in performing the terms of this Agreement. If Applicant fails to pay such damages sustained by District as a result of its default, District may terminate this Agreement immediately, and refuse to provide water and/or sewer service to the Project until all of the terms of this Agreement have been complied with by Applicant.



11. Warranties.

Applicant hereby agrees that the construction of the Improvements shall be in accordance with the Final Approved Plans and Specifications. Applicant unconditionally guarantees all materials and workmanship furnished under this Agreement, and agrees to replace at its sole cost and expense, and to the satisfaction of District, any and all materials or construction which may be defective through faulty, improper or inferior workmanship or materials. Applicant shall repair or replace to the satisfaction of District any or all such work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any work which may be damaged or displaced in so doing. This guarantee shall remain in effect for one (1) year from the date of District's acceptance of the Improvements. This guarantee does not excuse Applicant for any other liability related to defective work discovered after the warranty period. Applicant shall transfer to District all manufacturer and supplier warranties relating to the Improvements, if any, upon completion of the work. As surety for Applicant's warranty obligation, Applicant shall provide a warranty bond in the amount of 25% of the final cost of the installed Improvements, which bond shall be released at the expiration of the 1-year warranty period.

In the event of failure of Applicant to comply with the above stated conditions within a reasonable time, District may have the defective work performed repaired by its own employees or a third party contractor, and charge the cost to Applicant. The Applicant hereby agrees to pay such costs and expenses immediately upon demand by District, which costs shall include reimbursement for any administrative, engineering, legal, and other consultant fees and costs incurred by District in enforcing this warranty.

12. Agreement of District to Serve Development.

Provided that Applicant complies with all of its obligations pursuant to this Agreement, after completion of the Improvements in accordance with the terms and conditions of this Agreement and District's acceptance of the Improvements and the recordation of a Notice of Completion with respect to the Improvements, District will render and provide water/sewer services to Applicant's Project as shown on Exhibits B-1 and B-2, and will bill Applicant for such services in accordance with all existing rules and regulations of the District specified in the District's then current Water/Sewer Ordinance(s). Charges payable by the Applicant for services rendered by District include the prepayment of applicable participation fees as specified in said Ordinance(s); the payment of the District's monthly service charges for such service, and payment of the District's monthly debt service charges applicable to the services provided Applicant by District.

13. No Water/Sewer Service Prior to Acceptance of Improvements and Conveyance to District.

The Applicant shall not allow any occupant or person to commence use of any part of the Improvements prior to acceptance of such Improvements by District by recording a Notice of Completion with the County Recorder.

14. General Provisions.

A. Relationship of District and Applicant.

It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by Applicant and District and that Applicant is not an agent of District. The District and Applicant hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing herein shall be construed to provide that District and Applicant are joint venturers or partners.

B. Assignment.

This Agreement shall inure to the benefit of and be binding upon the Parties hereto, and their respective heirs, successors and subsequent purchasers. Applicant shall not assign its interest in this Agreement without District's prior written approval, which approval shall not be unreasonably withheld after appropriate review and verification of assignee's capacity, qualification and capability to fulfill all obligations herein.

C. Remedies.

Should the Applicant or subsequent purchaser of the Project fail or refuse to complete the construction of the Improvements, or comply with any of the other terms of this Agreement including the warranty obligation specified in Section 11 hereof, the District, as one of its remedies in addition to those specified in Section 10 hereof, may request the County of Tuolumne, or any other applicable licensing agency, to halt the issuance of any building or occupancy permits for Applicant's Project until the costs of the Improvements have been funded by Applicant and construction of the Improvements have been completed by Applicant, and accepted by District pursuant to the terms and conditions of this Agreement.

D. Entire Agreement.

This Agreement constitutes the sole and only agreement between the Parties concerning the matters set forth herein. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the rendering of water/sewer services by District to Applicant and contains all the covenants and agreements between the Parties with respect to such services. Each Party to this Agreement acknowledges that no representations or promises have been made by any Party hereto which are not embodied herein, and that no other agreement or promise not contained in this Agreement shall be valid or binding.

E. Waiver.

The failure or omission by District to terminate this Agreement for any violation of its terms and conditions shall in no way bar, stop or prevent the District from terminating this Agreement thereafter, either for such or for any subsequent violation of any such terms, conditions or covenants. The filing of a Notice of Completion or acceptance of the Improvements shall not be, and shall not be construed to be a waiver of any breach of any term, covenant or condition of this Agreement.

F. Severability.

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

G. Amendment.

The terms of this Agreement may be modified or amended only in writing by mutual agreement on signature of District and Applicant. Said amendment shall be attached to this Agreement.

H. Attorneys' Fees.

In the event any action is initiated by either Party seeking to enforce any of the terms or provisions of this Agreement, the prevailing Party in such action shall be awarded reasonable attorneys' fees and costs.

15. Special Provisions.

A. Water/Sewer Participation Fees.

The following are the current participation fees (also referred to as "connection" fees), for water/sewer service for single family residence located within the District:

1. Water Service (3/4" water meter): \$1,827.00, plus \$610.00 for water meter and service box.
2. Sewer Service: \$7,000.00.
3. Applicants applying for water/sewer service for other than a single family residence, such as a multi-party residence or commercial project, or for a water meter larger than 3/4", shall be charged pursuant to the District's Water/Sewer Ordinance in effect at the time the Application for Services is received by District. The Applicant's Project shall pay the following water/sewer participation fees for the Project as follows:

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B. Reimbursement of District Administration, Engineering, Legal, Environmental and/or Inspection Costs.

- (1) Total estimated administration costs \$ \_\_\_\_\_
- (2) Total estimated engineering costs \$ \_\_\_\_\_
  - (a) District Staff \$ \_\_\_\_\_
  - (b) Independent Engineering Consultant \$ \_\_\_\_\_
- (3) Total estimated project inspection costs \$ \_\_\_\_\_
- (4) Total estimated legal costs \$ \_\_\_\_\_
- (5) Total estimated environmental review, consulting and document preparation costs \$ \_\_\_\_\_

Applicant agrees to reimburse District for its administration, engineering, legal, environmental and/or inspection costs incurred in the District’s review, consideration, revision, approval, identification, inspection and acceptance of the Project according to the following fee schedule:

- (1) Administration Cost Deposit \$ 500.00
- (2) Engineering Deposit \$1,500.00
  - (a) Engineering Labor \$100 per hour
  - (b) General Manager Labor \$100 per hour
  - (c) Clerical Labor \$ 40 per hour
  - (d) Independent Engineering Consultant (per Proposal accepted by Board)
- (3) Inspection Deposit \$ \_\_\_\_\_
  - (a) Inspection Labor \$ 50 per hour
  - (b) Construction Labor \$ 50 per hour
  - (c) Clerical Labor \$ 40 per hour
- (4) Legal (then current hourly rate of District Counsel)
- (5) Environmental (per Proposal of Independent Consultant accepted by Board)

The Administration Fee is a one-time charge that covers District staff time involving assistance to the Applicant regarding agreement preparation, agenda scheduling and bookkeeping. The engineering, labor and inspection charges are for time expended for review of CEQA requirements, plan review, easement review, project management, and construction site inspections. Engineering or inspection time for work other than during normal working hours will be billed at one and one-half times the “per hour” labor rate specified above. Legal costs include reimbursement of all legal costs incurred by the District with respect to Applicant’s Project or design, construction and conveyance of the Improvements at the then current hourly rate charged by District Legal Counsel to District. Environmental costs include reimbursement to the District of all costs incurred in obtaining review and analysis of environmental issues related to Applicant’s Project and the design and construction of

the Improvements by a qualified environmental consultant, at the rate charged by such environmental consultant to the District. These fees, charges, and deposits may periodically be changed when the Board of Directors amends its Water and Sewer Ordinances.

IN WITNESS WHEREOF, the authorized representatives of the Applicant and District have executed this Agreement on the dates indicated below.

GROVELAND COMMUNITY SERVICES

DISTRICT

Date: \_\_\_\_\_

\_\_\_\_\_  
General Manager

ATTEST:

Date: \_\_\_\_\_

\_\_\_\_\_  
District Secretary

APPLICANT

Date: \_\_\_\_\_

By: \_\_\_\_\_