

NIPOMO COMMUNITY SERVICES DISTRICT

Wednesday, August 23, 2006

9:00 A. M.

SPECIAL MEETING NOTICE

BOARD of DIRECTORS

LARRY VIERHEILIG, PRESIDENT
MICHAEL WINN, VICE PRESIDENT
ED EBY, DIRECTOR
CLIFFORD TROTTER, DIRECTOR
JUDITH WIRSING, DIRECTOR

PRINCIPAL STAFF

EDWARD KREINS, INTERIM GENERAL MANAGER
LISA BOGNUDA, ASSIST. ADMINISTRATOR
DONNA JOHNSON, BOARD SECRETARY
JON SEITZ, GENERAL COUNSEL
DAN MIGLIAZZO, UTILITY SUPERVISOR

MEETING LOCATION

District Board Room
148 S. Wilson Street
Nipomo, California

Special Meeting Agenda To Run Concurrently with Regular Meeting

- A. CALL TO ORDER AND FLAG SALUTE
- B. ROLL CALL
- C. CONSIDER AUGUST 11, 2006 MARIA VISTA ESTATES REQUEST FOR NCSD TO ACCEPT WATER AND SEWER IMPROVEMENTS AND TO SET 77 WATER METERS IN TRACTS 1802 AND 1856 [RECOMMEND CONTINUANCE]
- D. ADJOURN

*** End Special Meeting Notice ***

TO: BOARD OF DIRECTORS
FROM: EDWARD KREINS
DATE: AUGUST 21, 2006

**SPECIAL MTG.
ITEM "C"
AUGUST 23, 2006**

MARIA VISTA ESTATES 8/11/06 REQUEST

ITEM

Consider August 11, 2006 Maria Vista Estates (MVE) request for NCSD to accept water and sewer improvements and to set 77 water meters in Tracts 1802 & 1856 [Recommend Continuance Until Submittals Complete].

BACKGROUND

MVE has submitted the attached Request for NCSD to accept, for ownership and long-term maintenance and operation, the Off-Site Waterline Improvements and Subdivision Water and Sewer Improvements and to set 77 water meters for lots 2 through 28 and lots 33 through 58 in Tract 1802 and lots 2 through 26 in Tract 1856 (NOTE: Blackline copies of the As Builts are available for review at the office). The Request does not include acceptance of the Off-Site Sewer Extension Improvements (Force Main), the Sewer Lift Station Improvements, or the Dana Well Improvements.

Also attached is a copy of the letter staff transmitted to MVE on 8/21/06 documenting the status of the water and sewer improvements in Tract 1802 and Tract 1856.

RECOMMENDATION

Staff recommends that the Board consider the request and take comments from Maria Vista and the public. Staff further recommends that no action be taken at this time. Staff proposes to bring back a resolution of acceptance once MVE complies with the requirements set forth in NCSD's 8/21/06 response.

ATTACHMENTS

MVE 8/11/06 Request Submittal
NCSD Staff 8/21/06 Response

T:\BOARD MATTERS\BOARD MEETINGS\BOARD LETTER\BOARD LETTER 2006\MVE 8-23-06.DOC



MARIA VISTA ESTATES
A CALIFORNIA GENERAL PARTNERSHIP

Hand Delivered and Faxed

August 11, 2006

Nipomo Community Service District
148 South Wilson Street
Nipomo, CA 93444

RECEIVED

AUG 14 2006

NIPOMO COMMUNITY
SERVICES DISTRICT

Re: Maria Vista Estates – Tract 1802/Tract 1856
Offer of Dedication Submittal

To Whom It May Concern:

Enclosed are the following As Builds identified in the below attached agreements:

1. “Nipomo Community Services District Public Facility and Inspection Agreement for Maria Vista Off-Site Improvements” Page 3 Item 7 (seven) Notice of Acceptance Attached.
 - a. Reproducible “As Builds” – A Mylar copy, which includes engineer, developer, tract number and water and sewer improvements
 - b. Offer of dedication
 - c. Engineer’s Certification
 - d. A Summary of all water and sewer improvements - The cost information provided is not a final accounting of costs. As the District is aware, MVE has 25 constructed homes waiting for water meters to be set by the District with homes in escrow and homeowners waiting to move in. It will take a minimum of 2 or 3 months for MVE to receive all bills from suppliers, contractors, and professionals.

2. “Nipomo Community Services District Plan Check and Inspection Agreement (Water Line to Tracts 1802 and 1856)” Page 2 Item 7 (seven) Notice of Acceptance Attached.
 - a. Reproducible “As Builds” – A Mylar copy, which includes engineer, developer, tract number and water and sewer improvements
 - b. Offer of dedication
 - c. Engineer’s Certification
 - d. A Summary of all water and sewer improvements - The cost information provided is not a final accounting of costs. As the District is aware, MVE has 25 constructed homes waiting for water meters to be set by the District with homes in escrow and homeowners waiting to move in. It will take a minimum of 2 or 3 months for MVE to receive all bills from suppliers, contractors, and professionals.



MARIA VISTA ESTATES
A CALIFORNIA GENERAL PARTNERSHIP

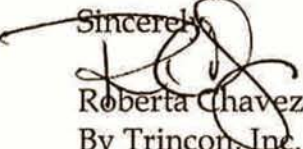
- e. Water Service Application form for seventy-seven (77) water meters to be set
(Fee has been paid prior to will serve letter issued)

We request that the as-builts be approved and water meters set with MVE providing additional costs information when it is available. MVE reserves the right to modify the "final accounting".

This submittal is not intended to be, nor should it be construed as, a waiver of any claims that MVE may have against the District. All prior protests are hereby reaffirmed.

Should you have any questions or need any additional information, please feel free to contact me at 805-925-1710 ext 100.

Sincerely,


Roberta Chavez
By Trincon, Inc.

CC: John Fricks
Dave Lanferman

060810.MVE.NCSD.OfferofDedicationSubmittal.OnsiteImprovements.rac

**NIPOMO COMMUNITY SERVICES DISTRICT
PLAN CHECK AND INSPECTION
AGREEMENT**

THIS AGREEMENT is made this 19 day of March, 2001 by and between the Nipomo Community Services District, hereinafter referred to as "District", and Trinco Inc, hereinafter referred to as "Applicant" in reference to the following recitals.

RECITALS:

A. Applicant is proposing to design and construct the following facilities that are referred to as the "Project" in this Agreement:

Project Description: Water Line to Tracts 1802 & 1856

B. The purpose of this Agreement is to state the obligations of the parties in regard to the Project and the District's acceptance of the Project.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Construction

The applicant, at its sole cost and expense, shall design, prepare plans and specifications, and construct/install the Project. Applicant agrees to construct the project in accordance with District's Standard Improvement Specifications and Drawings. The Project shall be constructed by a licensed contractor. Prior to the start of construction, District shall approve the plans and specifications and Applicant shall deposit with the District:

- A. Two complete sets of the approved plans;
- B. A copy of the contractor's license; and
- C. A copy of the Applicant's contract with the contractor.
- D. Proof of insurance, as required by Paragraph 13, below.

2. Payment

The Applicant agrees to pay the District a non-refundable water and sewer Plan Check and Inspection Fee in the amount of \$7093⁰⁰ for District activities related to the Project.

3. Permits

Applicant shall obtain all necessary local, County and State permits and approvals, including but not limited to County Encroachments Permits, and shall comply with all requirements thereof.

4. Project Completion

The Applicant agrees to complete the Project to the satisfaction of the District within two (2) years from the date of this agreement. If not completed by this time, another Plan Check and Inspection Fee and Agreement shall be required

5. Right of Entry

Permission is hereby granted by the Applicant to the District, or its authorized agent, to enter upon the land which is the subject of the Project for the purpose of inspecting the improvements to be constructed under this agreement.

NIPOMO COMMUNITY SERVICES DISTRICT
PLAN CHECK AND INSPECTION
AGREEMENT

6. Final Inspection and Testing

Upon completion of construction of the Project and prior to District acceptance, Applicant shall notify the District thereof and request a final inspection of the Project. All facilities in the Project shall be tested to meet District requirements as required by District Standards and Specifications. The Applicant shall supply and pay for the necessary equipment, services and devices to inspect and test the improvements installed. This shall include TV inspection of sewer lines, pressure testing equipment, cleaning devices, etc.

7. Notice of Acceptance

The District shall not provide service and a written notice of acceptance of the Project until all of the following have occurred:

- (a) The Project is finally inspected, tested and approved by the District as provided in Paragraph 6, above;
- (b) An engineer's certification that the Project is constructed in substantial conformance with the plans and specifications submitted to the District;
- (c) All real property, easements required to provide service through the Project, rights-of-way, permits, licenses, and other approvals to be obtained and delivered to the District have been so obtained and delivered to the District;
- (d) The record drawings (reproducible as-builts), specifications, accounting, operation manuals and instructions, CAD disk and warranties have been provided to the District;
- (e) Applicant has paid the District all applicable fees and charges of the District, all in accordance with the rules and regulations for the District;
- (f) A detailed accounting of amounts expended for improvements (water and sewer improvements accounted for separately); and
- (g) A list of assessor parcel numbers and service addresses to be served by the Project.

8. Transfer of the Project

Upon receipt of the notice of acceptance from the District, the Applicant shall deliver conveyance documents satisfactory in form and content to the District, transferring absolute and unencumbered ownership of the completed Project to the District (Offer of Dedication). The transfer shall not be completed until the conveyance documents transferring the Project have been formally accepted by the District Board of Directors.

9. Ownership

Upon transfer pursuant to Paragraph 8, above, the Project shall become the property of the District. The District shall own and be free in every respect to operate, manage, expand, and improve the Project as it deems appropriate.

10. District Service

The District shall not provide service through the Project until the transfer has been completed in accordance with Paragraph 8, above. All such service shall be supplied in accordance with the District's rates, ordinances, rules and regulations as the same may be amended from time-to-time. The applicant shall not allow any person to use or commence operation of any part of the Project prior to District's acceptance of the transfer without the express written consent of the District.

NIPOMO COMMUNITY SERVICES DISTRICT
PLAN CHECK AND INSPECTION
AGREEMENT

11. Maintenance of Facilities

The District assumes no obligation as to maintenance and operation of the Project until such time as the transfer has been completed pursuant to Paragraph 8, above.

12. Applicant's Guaranty

12.1 Maintenance Applicant warrants and guaranties all materials and workmanship furnished pursuant to this Agreement for a one (1) year period from the date of the transfer of the Project, as provided in Paragraph 8, above. This guarantee does not excuse the Applicant or Applicant's agents from breaches of contract causing defects that occur or are discovered more than one year after the transfer of the Project.

12.2 Applicant's Obligation Applicant shall repair or replace to the satisfaction of the District any or all such work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other work which may be damaged or displaced in so doing.

12.3 District Remedies In the event of the Applicant failing to perform the obligations referenced in Paragraphs 12.1 and 12.2 within a reasonable time, the District is authorized to have the defect repaired and made good. The Applicant shall be liable to the District for such costs of repair, including, but not limited to, management and administrative costs, engineering, legal and other costs incurred relating to the repair.

13. Insurance

The Applicant, or any contractor carrying out the construction of the Project shall carry commercial, general and automobile liability insurance. The insurance shall include but shall not be limited to protection against claims arising from death, bodily or personal injury, or damage to property resulting from operations, equipment or products of Applicant or its contractor, or by their employees, agents, consultants, or anyone directly or indirectly employed by the foregoing. The amount of the insurance shall not be less than \$500,000.00 single limit coverage applying to bodily and personal injury and property damage, or a combination of both. A certificate of insurance shall be lodged with the District and shall designate the District, its Directors, Officers and Employees as additional insureds. The Applicant or its contractor shall furnish the District with certificates of insurance prior to commencing construction.

14. Indemnification and Hold Harmless.

The Applicant recognizes and hereby agrees that the District and its directors, officers, employees and agents shall not be liable for any injury or death to any person or damage to any property arising from the performance of any work required hereunder by the Applicant, its officers, employees, independent contractors or agents. The Applicant shall protect, indemnify and hold the District harmless from any and all claims, causes of actions, demands or charges and from any loss or liability, including all costs, penalties, expenses, attorney's fees, litigation costs, and other fees arising out of or in any way connected with the performance or with the failure to perform under this Agreement by Applicant, its officers, employees, independent contractors or agents, including, but not limited to, the construction of the Project. In addition, if the District, its directors, officers, employees or agents should be sued as a result of such performance, the District may notify the Applicant which then shall have the duty to defend the District, its directors, officers, employees or agents, or, at the District's option, pay for such defense including, but not limited to, payment of all reasonable attorney's fees and expenses incurred by the District, its directors, officers, employees or agents. This Indemnity and hold harmless shall survive the transfer of the Project.

NIPOMO COMMUNITY SERVICES DISTRICT
PLAN CHECK AND INSPECTION
AGREEMENT

15. Amendments

Any amendments to this Agreement shall be of no force and effect unless it is in writing and signed by the Applicant and the District.

16. Notices.

All notices, statements, reports, approvals, requests, bills or other communications that are required either expressly or by implication to be given by either party to the other under this Agreement shall be in writing and signed for each party by such officers as each may, from time to time, be authorized in writing to so act. All such notices shall be deemed to have been received on the date of delivery if delivered personally or three (3) days after mailing if enclosed in a properly addressed and stamped envelope and deposited in a United States Post Office for delivery. Unless and until formally notified otherwise, all notices shall be addressed to the parties at their addresses as shown below:

District

Nipomo Community Services District
P O Box 326
Nipomo, CA 93444

Applicant

Erik Benham
Trincon Inc
124 W Main St # C
Santa Maria CA 93458

17. Venue

This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

18. Agreement Binding


This Agreement shall apply to and be binding upon the successors, grantees, and assigns of the respective parties, provided, however, that Applicant may not assign any of its rights or obligations under this Agreement without the prior written consent of District.

19. Authority to Execute Agreement.

The parties hereby represent that the parties executing this agreement are expressly authorized to do so for and on behalf of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

NIPOMO COMMUNITY SERVICES DISTRICT
PLAN CHECK AND INSPECTION
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APPLICANT:


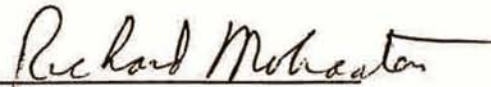
(Signature)

ERIK BENHAM
(Name typed)

GENERAL MANAGER
(Title)

3-19-02
(Date)


NIPOMO COMMUNITY SERVICES DISTRICT

By: 

NCSD Board President
(Title)

April 3, 2002
(Date)

Attest:



Board Secretary

Date received _____

APN _____
TRACT 1802/1856

OFFER OF DEDICATION

TO THE NIPOMO COMMUNITY SERVICES DISTRICT

The undersigned individual(s), as the authorized representative(s) or the owners of TRACT 1802/1856
(Tract or Project No.)
in the County of San Luis Obispo, hereby offers to DEDICATE to the Nipomo Community Services District for public use the following water or ~~water and sewer system~~ OFFSITE WATERLINE improvements and guarantees all such work that may prove defective in workmanship or materials for a one year period, ordinary wear and tear excepted:

The water or ~~water and sewer improvements~~ OFFSITE WATERLINE IMPROVEMENTS shown on the Improvement Plans for 1802/1856
(Tract or Project No.)
the Nipomo Community Services District on MARCH 1, 2002.
(date)

(Owner/s)

By: Erik Benham August
(Name and Title) (date)


(Name and Title) (date)

C:\W:\TRACT\OFFER

ENGINEER'S IMPROVEMENT CERTIFICATION

I, Jeffrey P. Wagner R.C.E. No. 26431, hereby certify* that I have reviewed the improvements required for the approval of Tract 1802 & Tract 1856 and shown on the Improvement Plans described as: Public Improvement Plans for Tract 1802 and Tract 1856, Maria Vista Estates and approved April 30, 2004 and that based on information provided by others and my inspection of facilities visible from the surface that said surface improvements were constructed in substantial conformance with those plans and the Standard Improvement Specifications and Drawings of the Nipomo Community Services District, or with those approved changes shown on the record drawings prepared by me dated June 14, 2006 (onsite water & sewer) and December 12, 2005 (offsite water).

Signed Jeffrey P. Wagner R.C.E. No. 26431



**Certify means to state or declare a professional opinion of conditions whose true properties cannot be known at the time such certification was made, despite appropriate professional evaluation. A design professional's certification of conditions in no way relieves any other party from meeting requirements imposed by contract or other means, including commonly accepted industry practices.*

**MARIA VISTA ESTATES
Offsite Waterline Costs
As of August 11, 2006**

WATERLINE

Offsite Waterline

Air Vacs		
Air Vacs		26,886.32
Total Air Vacs		26,886.32
Blow Offs		
Blow Offs		13,762.38
Total Blow Offs		13,762.38
Installation		
Installation		343,989.22
Total Installation		343,989.22
PRV		6,894.29
Fire Hydrant		1,962.82
12" Waterline - VDR (NCSD Reimb)		75,412.15
Total Offsite Waterline		468,907.18

Soft Costs

Administration/Professional		729,438.10
NCSD		15,493.00
County Fees		3,295.35
Total Soft Costs		748,226.45

Engineering

Waterline		46,609.59
Surveying		8,325.00
Soils		5,152.50
Total Engineering		60,087.09

Total Offsite Waterline

1,277,220.72

The cost information provided is not a final accounting of costs. As the District is aware, MVE has 25 constructed homes waiting for water meters to be set by the District, with many of the homes in escrow and homeowners waiting to move in. It will take 2 or 3 months for MVE to receive all bills from suppliers and contractors. We request that the as-builts be approved and water meters set with MVE providing additional cost information when it is available.

The submittal is not intended to be, nor should it be construed as a waiver of any claims that MVE may have against the District. All prior protests are hereby reaffirmed.

COPY

ORIGINAL FOR SIGNATURE

**NIPOMO COMMUNITY SERVICES DISTRICT
PUBLIC FACILITY CONSTRUCTION
PLAN CHECK AND INSPECTION AGREEMENT
FOR MARIA VISTA OFF-SITE IMPROVEMENTS**

THIS AGREEMENT is made this 8th day of April, 2003, by and between the Nipomo Community Services District, hereinafter referred to as "District", and **Trincon, Inc., a California Corporation**, hereinafter referred to as "Applicant" or "Trincon" in reference to the following recitals.

RECITALS:

A. Pursuant to an Annexation Agreement, and in accordance with the District's Plan Check and Inspection Agreement, Applicant is required to construct and provide water and sewer service to the Area of Annexation.

B. Applicant proposes to design and construct the following off-site improvements that are referred to as the "Project" in this Agreement:

1. Develop and construct water improvements;
2. Develop and construct sewer improvements;
3. Develop and construct other improvements that are accepted by the District for operation and maintenance

C. The District is willing to accept the transfer, operation and maintenance of the Project and to provide service therefrom through the District's water system, on the terms and conditions hereinafter provided.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Construction

(a) The applicant, at its sole cost and expense, shall design, prepare plans and specifications, develop and construct/install the Project. Applicant agrees to construct the Project in accordance with District's Engineering Standards and District Standard Improvement Specifications and Drawings. The Project shall be constructed by a contractor who is licensed under the Business and Professions Code of the State of California to do the type of work called for in the approved Plans and Specifications. Prior to the start of construction, District shall approve the plans and specifications and Applicant shall deposit with the District:

1. Two complete sets of the approved plans;
2. A copy of the contractor's license; and

NIPOMO COMMUNITY SERVICES DISTRICT
PUBLIC FACILITY CONSTRUCTION
PLAN CHECK AND INSPECTION AGREEMENT
FOR MARIA VISTA OFF-SITE IMPROVEMENTS

3. A copy of the Applicant's contract with the contractor.
4. Proof of insurance, as required by Paragraph 14, below.

- (b) Applicant shall be responsible for determining whether the construction of the Project requires the payment of prevailing wages and if so, Applicant shall to the extent required by the California Labor Code, pay no less than the applicable prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code, Part 7, Chapter 1, Article 2. Copies of the wage determination are on file at the District's office or are otherwise available on the Web at www.csib.ca.gov.

2. Deposit for District Services

At the time of execution of this Agreement, Applicant shall advance to the District the sum of \$10,000.00 for engineering, legal and administrative services in connection with plan review, inspection of construction, and other costs incurred by the District in the performance of its duties under this Agreement. The Applicant authorizes District to withdraw from the deposit to pay for services pursuant to this Agreement as they are incurred by District.

District will notify Applicant whenever the deposit is reduced to \$1,000.00 or less. Within 15 days after such notification is mailed, Applicant will make an additional deposit in the same amount as the initial one as follows:

- (a) Request for additional deposit received by the 1st day of the month shall be deposited with District by the 15th day of that month; and
- (b) Request for additional deposit received by District by the 15th day of the month shall be deposited by the 30th day of that month.

Upon completion of construction and acceptance of the Project by the District, any funds so deposited by the Applicant in excess of the District's actual costs shall be refunded to the Applicant.

3. Permits

Applicant, at its sole cost, shall obtain all necessary local, County and State permits and approvals, including but not limited to County Encroachments Permits, and shall comply with all requirements thereof.

4. Project Completion

The Applicant agrees to complete the Project to the satisfaction of the District within two (2) years from the date of this agreement. If not completed by this time, another Plan Check and Inspection Fee and Agreement shall be required

NIPOMO COMMUNITY SERVICES DISTRICT
PUBLIC FACILITY CONSTRUCTION
PLAN CHECK AND INSPECTION AGREEMENT
FOR MARIA VISTA OFF-SITE IMPROVEMENTS

5. Right of Entry

Permission is hereby granted by the Applicant to the District, or its authorized agent, to enter upon the land which is the subject of the Project for the purpose of inspecting the improvements to be constructed under this agreement.

6. Final Inspection and Testing

Upon completion of construction of the Project and prior to District acceptance, Applicant shall notify the District thereof and request a final inspection of the Project. All facilities in the Project shall be tested to meet District requirements as required by District Standards and Specifications. The Applicant shall supply and pay for the necessary equipment, services and devices to inspect and test the improvements installed. This shall include TV inspection of sewer lines, pressure testing equipment, cleaning devices, etc.

7. Notice of Acceptance

The District shall not provide service and a written notice of acceptance of the Project until all of the following have occurred:

- (a) The Project is finally inspected, tested and approved by the District as provided in Paragraph 6, above;
- (b) An engineer's certification that the Project is constructed in substantial conformance with the plans and specifications submitted to the District;
- (c) All real property, easements required to provide service through the Project, rights-of-way, permits, licenses, and other approvals to be obtained and delivered to the District have been so obtained and delivered to the District;
- (d) The record drawings (reproducible as-builts), specifications, accounting, operation manuals and instructions, CAD disk and warranties have been provided to the District;
- (e) Applicant has paid the District all applicable fees and charges of the District, all in accordance with the rules and regulations for the District;
- (f) A detailed accounting of amounts expended for improvements (water and sewer improvements accounted for separately); and
- (g) A list of assessor parcel numbers and service addresses to be served by the Project.
- (h) Applicant provides the District with a "Maintenance Guarantee" as provided in Section 12(b) below.

NIPOMO COMMUNITY SERVICES DISTRICT
PUBLIC FACILITY CONSTRUCTION
PLAN CHECK AND INSPECTION AGREEMENT
FOR MARIA VISTA OFF-SITE IMPROVEMENTS

8. Transfer of the Project

Upon receipt of the notice of acceptance from the District, the Applicant shall deliver conveyance documents satisfactory in form and content to the District, transferring absolute and unencumbered ownership of the completed Project to the District (Offer of Dedication). The transfer shall not be completed until the conveyance documents transferring the Project have been formally accepted by the District Board of Directors.

9. Risk of Loss/Ownership

- (a) Upon transfer pursuant to Paragraph 8, above, the Project shall become the property of the District. The District shall own and be free in every respect to operate, manage, expand, and improve the Project as it deems appropriate.
- (b) Prior to the date of the transfer of the Project pursuant to paragraph 8, above, all risk of loss or injury or destruction to the Project and related facilities shall be solely upon the Applicant.

10. District Service

The District shall not provide service through the Project until the transfer has been completed in accordance with Paragraph 8, above. All such service shall be supplied in accordance with the District's rates, ordinances, rules and regulations as the same may be amended from time-to-time. The applicant shall not allow any person to use or commence operation of any part of the Project prior to District's acceptance of the transfer without the express written consent of the District.

11. Maintenance of Facilities

The District assumes no obligation as to maintenance and operation of the Project until such time as the transfer has been completed pursuant to Paragraph 8, above.

12. Applicant's Guaranty

- (a) Maintenance: Applicant warrants and guaranties all materials and workmanship furnished pursuant to this Agreement for a one (1) year period from the date of the transfer of the Project, as provided in Paragraph 8, above. This guarantee does not excuse the Applicant or Applicant's agents from breaches of contract causing defects that occur or are discovered more than one year after the transfer of the Project.
- (b) Maintenance Guarantee: Prior to the notice of acceptance of the Project,

**NIPOMO COMMUNITY SERVICES DISTRICT
PUBLIC FACILITY CONSTRUCTION
PLAN CHECK AND INSPECTION AGREEMENT
FOR MARIA VISTA OFF-SITE IMPROVEMENTS**

Applicant shall provide the District with a letter of credit or other financial security satisfactory to the District ("Maintenance Guarantee") in a sum equal to ten percent (10%) of the cost of the Project, or such agreement satisfactory to the District whereby the Contractor's one-year warranty for all material and workmanship in the Project is assigned to the District and fully binding between the Contractor and the District, for the purpose of warranting all materials and workmanship furnished pursuant to this Agreement for one (1) year from the date of the District notice of acceptance of the Project. This guarantee does not excuse the Applicant from breaches of contract causing defects that occur or are discovered more than one year after the notice of acceptance.

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

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

13. Changes in the Project.

If Applicant proposes to change the approved plans and specifications for the Project, it shall first obtain the written approval of the District for any such change, which approval may be on such terms and conditions as required by the District.

14. Insurance

Applicant or any Contractor carrying out the construction of the Project shall procure and maintain in insurance companies authorized to do business in the State of California with an A.M. Best's rating of not less than A-(IX), "on an occurrence basis", commercial general and automobile liability insurance. The insurance shall include but shall not be limited to protection against claims arising from death, bodily or personal injury, or damage to property resulting from operations, equipment or products of Applicant or its Contractor or by their employees, agents, consultants, or anyone directly or indirectly employed by any of the foregoing. The amount of insurance shall not be less than ONE MILLION DOLLARS (\$1,000,000.00) single limit coverage

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PUBLIC FACILITY CONSTRUCTION
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FOR MARIA VISTA OFF-SITE IMPROVEMENTS

applying to bodily and personal injury and property damage, or a combination of both.

Such insurance shall be primary insurance as respects the interest of the District, and any other insurance maintained by the District is excess and not contributing insurance with the insurance required hereunder. The insurance shall specifically name the District, its directors, officers, and employees as additional insureds, and shall contain an endorsement providing that written notice shall be given to the District at least thirty (30) days prior to termination, cancellation, or reduction of coverage in the policies. The commercial general and automobile liability insurance coverage shall also include the following:

The Applicant or its Contractor shall furnish the District with certificates of insurance as satisfactory proof that Applicant or Applicant's Contractor carries worker's compensation insurance as required by law and liability insurance in compliance with these requirements.

15. Indemnification and Hold Harmless.

The Applicant recognizes and hereby agrees that the District and its directors, officers, employees and agents shall not be liable for any injury or death to any person or damage to any property arising from the performance of any work required hereunder by the Applicant, its officers, employees, independent contractors or agents. The Applicant shall protect, indemnify and hold the District harmless from any and all claims, causes of actions, demands or charges and from any loss or liability, including all costs, penalties, expenses, attorney's fees, litigation costs, and other fees arising out of or in any way connected with the performance or with the failure to perform under this Agreement by Applicant, its officers, employees, independent contractors or agents, including, but not limited to, the construction of the Project. In addition, if the District, its directors, officers, employees or agents should be sued as a result of such performance, the District may notify the Applicant which then shall have the duty to defend the District, its directors, officers, employees or agents, or, at the District's option, pay for such defense including, but not limited to, payment of all reasonable attorney's fees and expenses incurred by the District, its directors, officers, employees or agents. This Indemnity and hold harmless shall survive the transfer of the Project.

16. Waiver of Rights.

Any waiver at any time by either party hereto of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

17. Amendments

Any amendments to this Agreement shall be of no force and effect unless it is in writing and signed by the Applicant and the District.

NIPOMO COMMUNITY SERVICES DISTRICT
PUBLIC FACILITY CONSTRUCTION
PLAN CHECK AND INSPECTION AGREEMENT
FOR MARIA VISTA OFF-SITE IMPROVEMENTS

18. Notices.

All notices, statements, reports, approvals, requests, bills or other communications that are required either expressly or by implication to be given by either party to the other under this Agreement shall be in writing and signed for each party by such officers as each may, from time to time, be authorized in writing to so act. All such notices shall be deemed to have been received on the date of delivery if delivered personally or three (3) days after mailing if enclosed in a properly addressed and stamped envelope and deposited in a United States Post Office for delivery. Unless and until formally notified otherwise, all notices shall be addressed to the parties at their addresses as shown below:

District

Nipomo Community Services District
P O Box 326
Nipomo, CA 93444

Applicant

Trincon, Inc.
Erik Benham
124 W. Main Street, #C
Santa Maria, CA 93458

19. Venue

This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

20. Interpretation of this Agreement.

The parties acknowledge that each party and its attorney have reviewed, negotiated and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by any party in connection with the transactions contemplated by this Agreement.

NIPOMO COMMUNITY SERVICES DISTRICT
PUBLIC FACILITY CONSTRUCTION
PLAN CHECK AND INSPECTION AGREEMENT
FOR MARIA VISTA OFF-SITE IMPROVEMENTS

21. Agreement Binding

This Agreement shall apply to and be binding upon the successors, grantees, and assigns of the respective parties, provided, however, that Applicant may not assign any of its rights or obligations under this Agreement without the prior written consent of District.

22. Headings.

The paragraph headings used in this Agreement are for reference only, and shall not in any way limit or amplify the terms and provisions hereof, not shall they enter into the interpretation of this Agreement.

23. Recitals.

The recitals at page 1 of this Agreement are incorporated herein by this reference and made a part hereof.

24. Representations and Warranties of Trincon:

- (a) Trincon represents and warrants that: (a) it is duly organized and legally existing under the laws of the State of California and is duly qualified to do business in the State of California; (b) this Agreement will constitute, legal, valid and binding obligations of Trincon enforceable in accordance with its terms; and (c) the execution and delivery of this Agreement is within Trincon's power and authority without the joinder or consent of any other party and have been duly authorized by all requisite action and are not in contravention of Trincon's contracts, charter, bylaws and/or other organizational documents.
- (b) Trincon Indemnity. Trincon and the undersigned jointly and severally agree to defend, indemnify and hold the District harmless against any loss, claim, damage, liability or expense (including, without limitation, reasonable attorneys' fees) arising out of the representations and warranties of subsection (a) above.

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NIPOMO COMMUNITY SERVICES DISTRICT
PUBLIC FACILITY CONSTRUCTION
PLAN CHECK AND INSPECTION AGREEMENT
FOR MARIA VISTA OFF-SITE IMPROVEMENTS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

APPLICANT: Trincon, Inc.

By: Erik Benham
(Signature)

Erik Benham
(Name typed) (Title)

By: _____
(Signature)

(Name typed) (Title)

NIPOMO COMMUNITY SERVICES DISTRICT

By: Michael Winn
Michael Winn, President,
Board of Directors

Attest:

Donna K. Johnson
Board Secretary

Date received _____

APN _____
TRACT 1802/1856

OFFER OF DEDICATION


TO THE NIPOMO COMMUNITY SERVICES DISTRICT

The undersigned individual(s), as the authorized representative(s) or the owners of TRACT 1802 & TRACT 1856
(Tract or Project No.) in the County of San Luis Obispo, hereby offers to DEDICATE to the Nipomo Community Services District for public use the following water or water and sewer system improvements and guarantees all such work that may prove defective in workmanship or materials for a one year period, ordinary wear and tear excepted:

The water or water and sewer improvements shown on the Improvement Plans for 1802/1856
(Tract or Project No) approved by the Nipomo Community Services District on

APRIL 30, 2004
(date)

(Owner/s)

By: 
(Name and Title) _____ (date)


(Name and Title) _____ (date)

C:\W:\TRACT\OFFER

ENGINEER'S IMPROVEMENT CERTIFICATION

I, Jeffrey P. Wagner R.C.E. No. 26431, hereby certify* that I have reviewed the improvements required for the approval of Tract 1802 & Tract 1856 and shown on the Improvement Plans described as: Public Improvement Plans for Tract 1802 and Tract 1856, Maria Vista Estates and approved April 30, 2004 and that based on information provided by others and my inspection of facilities visible from the surface that said surface improvements were constructed in substantial conformance with those plans and the Standard Improvement Specifications and Drawings of the Nipomo Community Services District, or with those approved changes shown on the record drawings prepared by me dated June 14, 2006 (onsite water & sewer) and December 12, 2005 (offsite water).

Signed Jeffrey P. Wagner R.C.E. No. 26431



**Certify means to state or declare a professional opinion of conditions whose true properties cannot be known at the time such certification was made, despite appropriate professional evaluation. A design professional's certification of conditions in no way relieves any other party from meeting requirements imposed by contract or other means, including commonly accepted industry practices.*

MARIA VISTA ESTATES
Onsite Sewer and Waterline Costs
As of
August 11, 2006

ONSITE SEWER	
8" VDR	65,849.23
Channel Crossing	2,510.36
Manhole	141,966.07
Total Onsite Sewer	<u>210,325.66</u>
ENGINEERING	
Sewer	45,069.19
SOILS	6,737.50
STACKING	5332.44
Total Engineering	<u>57,139.13</u>
ONSITE WATERLINE	
8" Valves	6,300.00
8" W.L. Installation	119,936.86
Fire Hydrants	24,480.00
Total Onsite Waterline	<u>150,716.86</u>
SOFT COST	
Administration	241,173.05
NCSD	20,000.00
County Fees	3,500.00
Total Soft Cost	<u>264,673.05</u>
TOTAL ONSITE SEWER & WATERLINE COSTS	<u><u>682,854.70</u></u>

The costs information provided is not a final accounting of costs. As the District is aware, MVE has 25 constructed homes waiting for water meters to be set by the District, with many of the homes in escrow and homeowners waiting to move in. It will take 2 or 3 months for MVE to receive all bills from suppliers and contractors. We request that the as-builts be approved and water meters set with MVE providing additional cost information when it is available.

This submittal is not intended to be, nor should it be construed as a waiver of any claims that MVE may have against the District. All prior protests are hereby reaffirmed.

NIPOMO COMMUNITY



SERVICES DISTRICT

BOARD MEMBERS

MICHAEL WINN, PRESIDENT
 JUDITH WIRSING, VICE PRESIDENT
 ROBERT BLAIR, DIRECTOR
 CLIFFORD TROTTER, DIRECTOR
 LARRY VIERHEILIG, DIRECTOR

STAFF

DOUGLAS JONES, GENERAL MANAGER
 JON SEITZ, GENERAL COUNSEL
 DAN MIGLIAZZO, UTILITY SUPERVISOR

148 SOUTH WILSON STREET POST OFFICE BOX 326 NIPOMO, CA 93444 - 0326
 (805) 929-1133 FAX (805) 929-1932 Email address gm@nipomocsd.com

PLEASE FILL OUT AND SIGN THE WATER SERVICE APPLICATION FORM BELOW.

FAX IT BACK ASAP (805) 929-1932

THE \$10.00 ACCOUNT SET-UP FEE WILL BE ADDED TO YOUR FIRST BILLING.

LOCATION NUMBER Lot 2 ROUTE NUMBER TRACT 1802

NIPOMO COMMUNITY SERVICES DISTRICT
 APPLICATION FOR WATER/SEWER SERVICES

NAME (PRINT) MARIA VISTA ESTATES RENT OWNER

SERVICE ADDRESS 640 Vista Del Rio, Nipomo CA 93444

MAILING ADDRESS IF DIFFERENT 124 W. Main St, Ste. C

CITY Santa Maria, CA ZIP CODE 93458

HOME PHONE # _____

CELL PHONE # _____

FAX # 805 925 0422

WORK PHONE # 805 925 1710

For office use only	
SERVICE START DATE _____	BEGIN READ _____
ACCOUNT FEE (Non-Refundable) \$10.00	Paid _____
METER # _____	SIZE _____ SEWER** YES NO

I am responsible for submitting payment upon presentation of bill. I agree to abide by all rules, regulations, ordinances, and resolutions of the Nipomo Community Services District regarding water and/or sewer services to the above referenced service address. Due to the variable terrain and elevation differences within the service area of the District, water pressures vary depending on location. Customers in areas of higher pressures may wish to install a pressure-reducing device. Customers in areas of lower pressure may wish to install a pressure booster device. Either device is to be installed and maintained by the customer.

SEWER ** Structures with finished floor elevation less than one (1) foot above upstream manhole cover shall install a sewer backwater valve. Once an owner (residence or business) is connected to the District sewer collector system, it is the responsibility of the owner to maintain the sewer lateral from the owner's residence to the main sewer line. If sewer service is available to a new home, the sewer charge begins when the water meter is set.

Applicant acknowledges with his/her signature that he/she has read and understands the above.

SIGNATURE Rebeka Chavez DATE 2/22/06

NIPOMO COMMUNITY

BOARD MEMBERS

LARRY VIERHEILIG, PRESIDENT
MICHAEL WINN, VICE PRESIDENT
JUDITH WIRSING, DIRECTOR
CLIFFORD TROTTER, DIRECTOR
ED EBY, DIRECTOR



SERVICES DISTRICT

STAFF

EDWARDKREINS, GENERAL MANAGER
LISA BOGNUDA, ASSISTANT ADMINISTRATOR
JON SEITZ, GENERAL COUNSEL
BRUCE BUEL, PROJECTS ADMINISTRATOR

148 SOUTH WILSON STREET POST OFFICE BOX 326 NIPOMO, CA 93444 - 0326
(805) 929-1133 FAX (805) 929-1932 Website address: NipomoCSD.com

August 21, 2006

Via Facsimile and 1st Class Mail

Roberta Chavez
Maria Vista Estates
124 W. Main, Ste. C
Santa Maria, CA 93458

Re: Letter of August 11, 2006
Maria Vista Estates – Tracts 1802 and 1856
Offer of Dedication Submittal
Off-Site Waterline Extension
Subdivision Water Lines
Subdivision Sewer Lines

Dear Ms. Chavez:

NCSD Staff has conducted its initial review of your August 11, 2006, application for NCSD acceptance, for ownership, long-term maintenance and operation, the “Off Site Waterline Extension Improvements” and “Subdivision Water and Sewer Improvements”. The application does not include Off Site Sewer Extension Improvements (Force Main); Lift Station Improvements or the Dana Well Improvements.

NCSD Staff will be performing final inspection during the next two (2) weeks. If representatives of Maria Vista wish to be included in the inspections, please contact Dan Migliazzo, NCSD Utility Supervisor, at the NCSD office for scheduling.

Pending final inspection, the NCSD brings to your attention the following items that require resolution prior to submitting the application to the NCSD Board of Directors for approval:

1. Engineer’s Certifications: The Engineer’s Certification is not in compliance with the NCSD’s Standard Form attached as Exhibit “A”. Prior to addressing Maria Vista’s proposed Engineer’s Certification, we request that Maria Vista supply us with the names of the respective Engineer of Record for Installation of the respective portions of the referenced improvements and comment on why each involved Engineer of Record should not submit an Engineer’s Improvement Certification for improvements installed during their tenure on the NCSD’s Standard Form.
2. Payment of NCSD Fees: The NCSD’s Plan Check and Inspection Fees must be brought current as of the date of the NCSD’s acceptance. Please contact Lisa Bognuda, at the NCSD office, for amounts owing.

3. Detailed Accounting: As referenced in your August 11, 2006, submittal, the provided accounting is not consistent with the requirements of the Plan Check and Inspection Agreements. However, the NCSD is prepared to accept the submitted accountings for the sole purpose of establishing the maintenance guarantee pursuant of Paragraph 12 (B) of the Plan Check and Inspection Agreement. Please advise when the NCSD can expect to review the proposed maintenance guarantee.

Provided other conditions are satisfied, the NCSD Staff will recommend, without the detailed accounting, acceptance of the improvements referenced in your August 11, 2006, letter, provided a detailed accounting is received prior to accepting the Off-Site sewer Extension Improvements.

4. Operation Manuals and Instructions: To the extent Maria Vista has been provided with operation manuals, warranties and instructions for the various waterline valves and blow-offs, please provide the same to the NCSD. In addition, the NCSD requires "cut sheets" for all waterline valves and blow-offs.

You are directed to the warranty provisions for sewer manhole construction, Exhibit "C". Please provide the NCSD with the referenced warranties.

5. Inspection and Testing:

- Subdivision Sewer Improvements:
 - Sewer lines will require ball and mandrell testing and TV. inspection as referenced in NCSD's Project Engineer's letter of April 13, 2006 (specifications attached as Exhibit "B").
 - All sewer manholes require "spark testing" pursuant to NCSD Specification (attached as Exhibit "C")*.
- Subdivision Water Lines:
 - Require bacterial testing
 - Relocated fire hydrants require pressure testing of laterals.

Please arrange to have NCSD Staff available for all the above referenced inspections and testing.

* If a NACE Certification is available for project manholes, please forward to NCSD at your earliest convenience.

6. Easements and Right of Ways:

- It is the NCSD's expectation to have the appropriate easement from Linda Vista Farms for the Santa Maria Vista Way for Off-Site Water and Sewer Improvements shortly.
- The NCSD will require an easement or right of way for the sewer lines reflected on Sheet 11R, that are outside of the existing road right of way (Vista Del Rio to Moss Lane). Jim Garing, NCSD Project Engineer, should be contacted directly regarding satisfaction of this requirement.

Name: Roberta Chavez
Subject: MVE Tract 1802 and 1856
Date: August 21, 2006

Nipomo Community Services District
Page 3 of 3


7. Record Drawings: The Record Drawings are still under review; however Staff notes that Drawings will require revision for consistency with Sheet 11R.

8. Assessor Parcel Numbers: A list of Assessor Parcel Numbers to be served with water and sewer.

The NCSD water applications attached to your August 11, 2006, application are received and filed. The NCSD will set water meters upon acceptance of all Off Site and Subdivision Water and Sewer Improvements pursuant to the Plan Check and Inspection Agreements, NCSD Policies and Procedures and the NCSD August 27, 2004, Verification Water and Sewer Service (Will-Serve Letter). Staff will recommend that a limited number of water meters be set prior to the Offer of Dedication and acceptance of the Dana Well improvements.

NCSD Staff is prepared to meet with representatives of Maria Vista to review the issues as outlined in this letter and final inspection. Please call Bruce Buel, at the NCSD office, to arrange a conference with the appropriate representatives.

Very truly yours,
Nipomo Community Services District



Bruce Buel, Project Administrator

cc: NCSD Board of Directors
Jon Seitz, District Legal Counsel, NCSD, via facsimile w/attachments
Jim Garing, Project Engineer, NCSD, via facsimile w/attachments
Dan Migliazzo, NCSD Utility Supervisor, via facsimile w/attachments
John Fricks, via facsimile w/attachments
David Lanferman, via facsimile w/attachments
File – Tract 1802 & 1856

Date received

APN _____

TRACT 2212

ENGINEER'S IMPROVEMENT CERTIFICATION

I, KEVIN YOON LAI R.C.E.No. 60565, hereby certify* that I have reviewed the improvements required for the approval of TRACT 2212 and shown on the Improvement Plans thereof prepared by WATER PORTION
(TRACT OR PROJECT NO.)

Caliland Engineering, INC.

and approved _____, 20____ and that said improvements were constructed at the horizontal and vertical alignment and in substantial conformance with those plans and the Standard Improvement Specifications and Drawings of the Nipomo Community Services District, or with those approved changes shown on the record drawings prepared by me dated Nov 16, 2004.


Signed _____

R.C.E. No. 60565

**Certify means to state or declare a professional opinion of conditions whose true properties cannot be known at the time such certification was made, despite appropriate professional evaluation. A design professional's certification of conditions in no way relieves any other party from meeting requirements imposed by contract or other means, including commonly accepted industry practices.*

FORMS/1HPRCERT.DOC

EXHIBIT "A" MARIA VISTA
OFFER OF DEDICATION SUBMITTAL RESPONSE

house service lateral shall be so marked before final acceptance will be given on any job.

L. Connection to Existing Manholes - Connections to existing manholes shall be made by carefully coring an opening in the wall of the manhole, inserting the end of the pipe through the opening flush with the inside wall, and packing the opening around the pipe with a stiff mix of cement mortar, thoroughly compacted to form a watertight connection. A rubber ring water stop shall be used. The mortar shall be trowelled smooth and flush with the interior surface of the manhole. Channelizing of the flow through the manhole shall conform to the details shown on the standard drawings for new manholes.

The Contractor shall notify the MANAGER 24 hours in advance before any connection is made to existing structures. The Contractor shall schedule the work so that interruption of flow is held to a minimum.

M. Testing of Sewer Lines - Prior to final approval, all sewer lines shall be tested for leakage by standard hydrostatic or low pressure air test.

1. Air Test - Air test shall be made.
2. Ball and Mandrell Test - The sewer shall be gauged with a Mandrel of 92.5% diameter.
3. T. V. Inspection - Sewers shall be T.V. inspected with equipment which produces a color VHS tape with on-screen distance readout of 0.1 foot increments. The videoing of the inspected system, at contractors cost, shall be made on a new, blank high quality VHS format tape. The inspection video will be in color and have a continuous graphic display of date, time and footage. Alternatives will be considered by the District. In addition, the tape will have an audio description of: the pipe being inspected (street, reach), wyes, laterals, manholes and any unusual features (misaligned joints, standing water, etc.). The video tape of the system shall be presented to N.C.S.D. for review. Corrections, if any, shall be made before system shall be accepted. This video tape shall become the property of N.C.S.D. A written log containing all features and distances will also be submitted.

Video inspection shall be performed after all installation, backfilling, compacting, testing, balling and flushing have been completed. Video inspection is required again for any section or sections of pipe found to be faulty, after repairs have been completed. All sags greater than ½ inch or other visible defects shall be repaired. Since sags may create additional maintenance, any sag between ¼" to ½" shall be charged at \$100.00 per foot of sag length. Any pipe joints that are not fully set shall be charged \$50.00 per joint. Sewers deflected more than 7.5% shall be repaired to less than 7.5% deflection.

7.5% DEFLECTION MANDREL DIMENSIONS FOR SDR 35 SEWER PIPE

<u>Nominal Size, In.</u>	<u>Sewer Inside Diameter, In.</u>	7.5% Deflection Mandrel Diameter
4	3.869	3.58
6	5.742	5.31
8	7.665	7.09
10	9.563	8.84
12	11.361	10.51
15	13.898	12.86
18	16.976	15.70

N. Air Test Procedure - Each section of sanitary sewer between two successive manholes shall be tested by plugging all pipe outlets with suitable test plug. Air shall be slowly added until the internal pressure is raised to 4.0 pounds per square inch gage (psig). The compressor used to add air to the pipe shall have a blow-off valve set at 5 psig to assure that at no time the internal pressure in the pipe exceeds 5 psig. The internal pressure of 4 psig shall be maintained for at least 2 minutes to allow the air temperature to stabilize after which the air supply shall be disconnected and the pressure allowed to decrease to 3.5 psig. The time in minutes that is required for the internal air pressure to drop from 3.5 psig to 3.0 psig shall be measured and the results compared with the values tabulated below.

**TECHNICAL SPECIFICATIONS OF LINERS FOR
NEW SEWER MANHOLE CONSTRUCTION (CONT)**

The coating material shall be resistant to the following:

Oxidizing agents;
Sulfuric, phosphoric, nitric, chromic, oleic and stearic acids;
Sodium and calcium hydroxides;
Ferric sulfate;
Petroleum oils and greases; and vegetable and animal oils, fats, greases and soaps.

The completed coating membrane shall be impermeable to sewer gases and liquids and non-conductive to bacterial or fungus growth.

All installed coating membrane shall be free from porosity and shall be spark-tested by the Contractor in the presence of a Nipomo Community Services District MANAGER or a NACE Certified, Level III Inspector.

If the Contractor chooses to substitute for the specified coating material, the substituting material must have been tested for chemical resistance by the City of Los Angeles, Department of General Services Standards or an independent laboratory meeting their approval.

The coating material shall be capable of repair at any time during the life of the membrane.

INSTALLATION OF POLYURETHANE COATING MEMBRANE:

Only workers trained by, and qualified as installers by the manufacturer, shall be used on the work.

Coating membrane coverage shall not be less than 100 mil thickness minimum.

Surface preparation of the concrete shall be by abrasive grit blasting if in an immersion environment, otherwise the surface must be clean and dry.

The coating membrane shall be applied to all interior concrete surfaces except for a ninety-degree (90°) arc at the bottom of the manhole channel.

WARRANTY:

The installed protective liner or coating shall be warranted by the Contractor and Applicator to be free of defects in materials or workmanship for a period of five (5) years after acceptance. Should liner or coating show defects during this period, including but not limited to, blistering, peeling, corrosion, or erosion, the Nipomo Community Services District shall immediately notify the Contractor. The Contractor/Applicator shall make repairs, at no additional expense to the Nipomo Community Services District, on a schedule agreed to with the Nipomo Community Services District.