

Clifton Sanitation District
Construction Policy

3.7.4 Construction Policy for CSD This policy establishes the District's practice regarding the construction of sanitary sewer service for customers both within and outside the District's boundaries.

(a.) Installation All line extensions, including labor and materials, shall be paid for and installed by the customer/developer.

(a.1) Installation

(a.2) Tie into existing sanitary sewer stubs. Prior to construction, the Developer's Contractor shall be required to expose the end of any sanitary sewer stub that will be tied into by a new development so the Developer's Engineer can check the alignment, grade, and condition of the sanitary sewer stub and that the sanitary sewer stub meets the District's Specifications. Sanitary sewer stubs not meeting the District's Specifications shall be redesigned by the Developer's Engineer to meet the District's Specifications. These plans shall be required to be approved by the District prior to construction. A sanitary sewer stub is defined as any section of sewer line pipe extending from a live sanitary sewer line maintained and previously accepted by the District to the end of the sanitary sewer stub, including any intermediate manholes. All design, plans, and construction or sewer line replacement shall be at the Developer's expense.

(a.3) Sanitary sewer stubouts to future developable areas. The Developer shall be required to include in the development plans, sanitary sewer line stubs to any adjoining property that the District deems necessary for future tie-in to the District's sanitary sewer system. The sanitary sewer line stub shall have a manhole constructed at the end of the sanitary sewer stub at a point adjacent to the adjoining property. A sealed opening of the appropriate size and grade shall be placed at the upstream side of the manhole for future tie-in to the manhole. The design plans and construction of the sanitary sewer stub and stub manhole shall be at the Developer's expense.

(a.4) Capacity Studies. The District reserves the right to require a downstream flow capacity study by the Developer if the District feels that any additional contribution to a District collector line will result in the line reaching a line capacity of 85% or greater at peak flow conditions. Should a flow capacity study determine that downstream sanitary sewer lines will reach a peak flow capacity of 85% or greater by the addition of the development, the Developer, at his cost, shall upgrade the downstream lines where required so that no section of sewer line replaced will have a flow carrying capacity of over 50% after the addition of the new development.

Clifton Sanitation District
Construction Policy

Downstream sanitary sewer lines from a development included any section of sanitary sewer line from the point of collection of the development to the point of discharge into the Public Works Treatment Facility.

(b) The subdivider, owner or developer of a subdivision will adhere to the CSD Standards and Specifications for sewer line construction in addition to any other Mesa County and Colorado Department of Highway standards which are applicable. Sewer mains, manholes and service lines will be approved by CSD prior to construction.

(c) Inspection/Approval The District must be provided access to all work being performed and allowed to inspect such work at its convenience. The District's Inspector or authorized representative will perform the inspection activities and, upon completion of the line extension and all required construction activity in accordance with the District's Standards and Specifications, and to the District's satisfaction, will issue an initial approval which will establish the date of approval for purposes of warranty and ownership provided below.

(d) Warranty Period The customer/developer warrants against defective materials and workmanship from the date of approval by the District's Inspector or authorized representative, for a minimum of one year (1) or extend until acceptance by Mesa County. The customer/developer is responsible for all maintenance, repair and correction of any defects in the line extension during this warranty period. The District may elect to undertake the work necessary to maintain, repair or correct defects, and the customer/developer shall be responsible to reimburse the District for all costs incurred by the District. During the warranty period, the customer/developer shall indemnify the District for and from any claims or damages the District may suffer as a result of defects of materials or workmanship or failure of the customer/developer to maintain and repair the line extension, including the costs and reasonable attorneys fees incurred to defend such claims. The customer/developer shall require that any contractor, including customer/developer acting as its own contractor, who performs the installation, provide for the District's protection, a maintenance bond in 100% the amount of the installation costs, effective throughout the warranty period.

(e) Ownership of Line Extensions The District will own and operate the line extension as of the date of Approval of the completed system by the District's Inspector or authorized representative, subject to the continuing warranty and indemnification responsibilities of customer/developer.

Clifton Sanitation District
Construction Policy

- (f) Upon successful completion of the line extensions, the owner of any property to be served will be required to purchase a tap and pay the tap fee in effect at that time.
- (g) All taps paid in full will be honored as a paid tap for that lot and block, location, address, unit or building for the type of tap that was paid. If change of tap usage is made, the owner will have to pay the difference plus tap fee increase if any.
- (h) Upon completion of the sewer lines within the subdivision, and approval and acceptance of such lines by CSD, the subdivider or developer will deed the main lines to CSD together with the suitable easements and rights of way for maintenance purposes. Mobile home parks will continue to own their internal lines and furnish repair and maintenance thereon.
- (i) The subdivider agrees that the CSD may extend these subdivision sewer lines to serve adjacent properties, or make no extensions but serve adjacent properties, without reimbursement to the subdivider. If the CSD should extend mobile home park sewer lines to serve adjacent properties, then the CSD shall furnish repair and maintenance service to the mobile home park sewer lines that are used for this purpose.
- (j) If the subdivider has rental dwelling units in the subdivision, he is responsible for the payment of monthly service fees by the renters if they default. With multi-family dwellings, the monthly service will be billed to either the owner of the building or the association of owners in the case of townhomes and condominiums. The owner or association will be responsible for the payment of monthly service fees for each individual dwelling unit within the building.
- (k) The tap fee for single family residence is \$5,500.00. The tap fee for multi-family residence is \$5,500.00 per living unit. Tap fees are subject to change at the discretion of the Board of Directors.
- (l) The base tap fee for commercial property is \$6,600.00 per business, see "Tap Fee and Service Fee Schedule".
- (m) Monthly service fees for buildings such as multi-family dwellings, commercial, etc., will be decided on an individual basis. If non-biodegradable effluents are generated from any customer, pre-treatment of such effluents will be required before discharge of such effluents into the CSD sanitary sewer system.
- (n) The Board of Directors reserves the right to consider any application on an individual basis as to fees and if they feel that the developer or applicant's plans will cause undo financial burden to CSD, to increase the fees or deny service.

Clifton Sanitation District
Construction Policy

3.7.6. Customer/Developer Responsibility Payment for the tap will only be accepted by the District once the development is officially recorded in Mesa County and a signed and recorded plat is provided to the District. The customer/developer must also:

(a) Provide and submit a licensed Professional Engineer approved plan including all flow calculations and data with project drawings to the District for approval at least 30 calendar days prior to the start of the project. The Professional Engineer will be required to assure the District in writing, after installation and prior to the District's acceptance, that the project was constructed according to the approved plan.

(b) Provide a contractor to perform the installation of the project.

(c) Change, without cost to the District, any design or construction aspect of the project that does not conform to the District's Standards and Specifications or policies.

(d) Provide a Project Coordinator responsible for coordination of all aspects of the project with the District allowing for access to and inspections of the work as necessary on behalf of the District.

(e) Correct at no cost to the District any work performed or being performed not in conformance with the District's Standards and Specifications or policies.

(f) Fulfill all warranty, indemnity, and performance Standards and Specifications.

(g) Provide the District (upon completion) two complete sets of accurate hard copy and applicable Auto Cad formatted "As-Built" drawings of the installation.

(h) Obtain, record, and assign to the District at the customers/developer's expense all easements necessary for operation and maintenance of the project and provide any other documentation required by the District. The location and size of all easements shall be deeded to the District and the Owner shall provide title insurance naming the District as the insured under the policy.

(i) Upon approval of the line extension by the District's Inspector, transfer all ownership interests in the project (including related appurtenances), secure and transfer all easements to the District, free and clear of all liens, claims and encumbrances, together with proper documentation evidencing this transfer.

(j) If construction will result in a street cut and if required by Mesa County or Colorado Department of Transportation (CDOT) Regulations, the District shall obtain a road cutting permit and excavation construction shall be done in accordance with the appropriate regulations. The costs of the road cutting permit

Clifton Sanitation District
Construction Policy

shall be paid to the District prior to obtaining the permit. The owner or his contractor shall produce evidence of proper bonding and licensing to comply with such regulations.

(k) Provide proof of full payment to the contractor and full lien releases from the contractor and subcontractors and supplies.

3.7.7 District Responsibilities The District will:

(a) Review and approve pre construction plans.

(b) Provide an Inspector acting as the authorized representative of the District responsible for coordination and inspection of the project on behalf of the District and issuing the Approval document.

(c) Inspect project for the benefit of the District and provide customer/developer with "Approval" at the conclusion of construction if the project meets the District's specifications. This inspection is not done for the benefit of the customer/developer and does not relieve the customer/developer from any responsibility to properly construct the main line extension or from liability under the warranty indemnity and maintenance bond provisions and shall not provide a basis of liability by the District for defects in the work or materials.

3.7.8 Construction Standard and Specifications The board of Directors shall adopt, and from time to time may modify standards and specifications for the construction of all sewer lines within the CSD. All construction shall be in accordance with such standards and specifications and also shall comply in all respects with Mesa County and Colorado State Health Department standards and specifications.