
Afuera de Chorro Mutual Water Company

Engineering Checking and Inspection Agreement

WHEREAS, _____ hereinafter referred to as "Applicant" has applied to the Afuera de Chorro Mutual Water Company (hereinafter referred to as "Company"), for construction of an additional water service connection and pipeline extension improvements for CO 13-0101 for the Applicant's proposed project described therein (hereinafter "Project")

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, this Agreement is made and entered into this _____ day of _____, 20____, by and between the Applicant and the Company.

Agreement

1. The Company shall invoice the Applicant on a monthly basis for costs incurred by the Company related to the Project during the previous month. Within thirty (30) days of the invoice date, the Applicant shall submit payment to the Company for the amount of the invoice. Amounts remaining unpaid for thirty (30) days from the date of the County's invoice shall accrue interest at the rate of one percent (1%) per month beginning thirty (30) days after the date of the invoice
2. The Applicant shall pay the Company for the cost of checking of the Project improvement plans, and the cost of inspection of any such improvements, the actual cost for all services related to the Project rendered by Company or its consultants
3. Permission is hereby granted to the Company, or its authorized agent, to enter upon the land which is the subject of the Project for the purpose of inspection of any and/or all work to be done under the Agreement.
4. The Applicant may be required by the Company to employ a California Registered Civil Engineer of work to provide inspection during the course of construction, to certify to the Company that the improvements were installed in accordance with approved plans, and to submit as-built plans to the Company. If the engineer of work is other than the designing engineer or is replaced during the course of construction, the Company shall be notified in writing; and each such engineer of work shall certify as to their respective involvement. The Company's Engineer may make such additional construction observations as is deemed necessary and shall be available to review field conditions and/or proposed changes with the engineer of work.
5. It is understood and agreed by and between the Parties hereto that this Agreement shall bind the heirs, executors, administrators, successors and assigns of the respective Parties to this Agreement.
6. The Applicant shall defend, indemnify and save harmless the Company, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, judgments, or liability occasioned by the performance or attempted performance of the provisions hereof, or in any way arising out of this Agreement, including, but not limited to, those predicated upon theories of violation of statute, ordinance or regulation, violation of civil rights, inverse condemnation, equitable relief, or any wrongful act or any negligent act or omission to act on the part of the Applicant or of agents, employees or independent contractors directly responsible to the Applicant; providing further that the foregoing obligations to defend, indemnify and save harmless shall apply to any wrongful acts, or any passively negligent acts or omissions to act, committed jointly or concurrently by the Applicant, the Applicant's agents, employees, or independent contractors and the Company, its agents, employees or independent contractors. Nothing contained in the foregoing indemnity provisions shall be construed to require the Applicant to indemnify the Company against any responsibility or liability in contravention of Section 2782 of the Civil Code.

7. Unless otherwise provided, all notices herein required shall be in writing and delivered in person or sent by United States first class mail, postage prepaid. Notices required to be given to Company shall be addressed as follows: Afuera de Chorro Mutual Water Company, c/o President, Board of Directors, 1760 Tiburon Way, San Luis Obispo, California 93401. Notices required to be given to Applicant shall be sent to the Applicant's billing address as set forth below. Any party may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

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

APPLICANT

**Afuera de Chorro Mutual Water Company
Kathy Collins, President Board of Directors**

By: _____

Applicant's signature

Applicant's name

Street & PO Box

City, State, Zip

Phone Number (8:00 a.m. to 5:00 p.m.)

Revision date: March 14, 2016