

Architectural Control Committee (ACC) Specifications

Standard 32

Water Heater (Tank-type)

September 02, 2021

If this is an emergency, please replace your water heater as soon as possible and follow up with ACC by submitting the City Permit after the fact.

GENERAL

This describes the requirements for replacing a water heater in your unit.

PROCEDURE

1. A Unit floorplan (available at the Management Office) must be included with your Architectural Control Committee Application, with location of proposed change well marked in a contrasting color. ALL TANK-TYPE WATER HEATERS MUST BE INSTALLED IN THEIR ORIGINAL LOCATION AS DETERMINED AT TIME OF BUILDING CONSTRUCTION. NONE WILL BE ALLOWED IN THE ATTIC.
2. Installation must be done by a California-licensed contractor, who shall complete and sign the attached Contractor Acceptance Agreement. A copy is to be given to the ACC with your application.
3. Owner must obtain a permit from HB Department of Planning and Building after ACC tentative approval to do so.
4. Owner is responsible for all maintenance and repair of the items installed.
5. Owner is responsible for all damage caused by installation.
6. Roof penetrations for venting (if new is required) must be performed by a California-licensed and insured roofer. A city permit is required for this work.
7. All work and materials to be per the current State and City Building Codes. For your convenience, we have attached some of the specifications from the city.
8. Water Leak Pan Installation: Some Units will require this change by Building Code and other Unit owners may elect to have this modification made to eliminate the chance of a water heater leak causing damage to walls or flooring. The pan should be equipped with a ¾" drain terminating in an approved location. Because there are various Unit models that will require this change, it is best to consult with the ACC Representative to determine if this modification needs to be made. Marina model units would also be advised to install a type of alarm system which would sound a loud audible alarm if a leak were to occur. These are inexpensive and available at local hardware stores. The following suggestions are provided by the Huntington Landmark Maintenance Committee:
 - a. A metal, water-heater pan with its drain discharging to an approved exterior location shall be installed under water heaters at the following

units. In many situations, it will be necessary to elevate the water heater, so the water-heater pan's drain line is above the sill plate or stem wall:

- All 2nd floor Units
 - 1st floor Units with exterior laundry rooms (Balboa, Dunes, Laguna, Newport, Pacifica & Surf) with their patios enclosed (solarium, sunroom, etc.)
 - 1st floor Units with exterior laundry rooms (Balboa, Dunes, Laguna, Newport, Pacifica & Surf) whose patios have been altered to prohibit free drainage from their laundry rooms (tiles, bricks, etc.)
- b. A metal, water-heater pan without a drain shall be installed under water heaters and a water-leak alarm shall be installed on the floor at a nearby location at the following Units:
- All Breakers Units with their interior patios covered or enclosed
 - All Marina Units
- c. A metal, water-heater pan is not required to be installed under water heaters at the following units:
- 1st floor Units with exterior laundry rooms (Balboa, Dunes, Laguna, Newport, Pacifica & Surf) whose laundry room drains freely onto their unenclosed or unaltered patios
 - 1st-floor Breakers Units whose interior patios have not been enclosed or altered

9. When work is finished, Owner should complete and submit to the office a Notice of Completion form along with your signed Final Permits from the City so that the ACC may make a final inspection and close out the project file.

SPECIFICATIONS FROM THE CITY OF HUNTINGTON BEACH

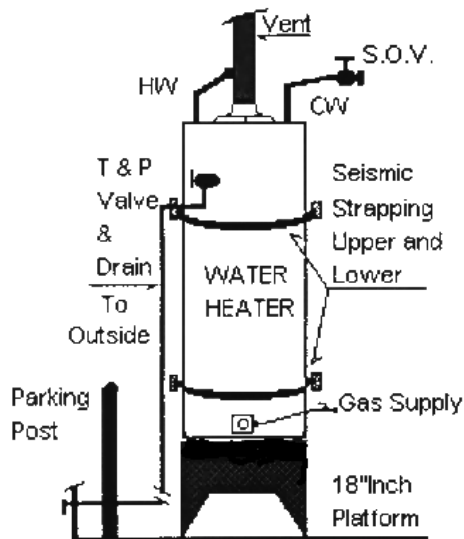
Water Heater replacements and relocations require a plumbing permit

- Electric water heater replacements and relocations require plumbing and electrical permits.
- All water heaters must be installed with a Combination Temperature and Pressure Relief Safety Valve. The valve must have a full-bore rigid pipe or tube drain that terminates within six (6") to twenty-four (24") inches above finish grade outside of the structure.
- Centrally located water heaters (where it is not feasible to extend the Temp.& Press. Safety Valve drain to the outside because of structural conditions) must incorporate the use of a Watts "210" Temperature Safety valve at the water heater location on the gas supply to the water heater. In addition, a Watts "3L" Water Pressure Safety valve must be installed in the cold-water piping system

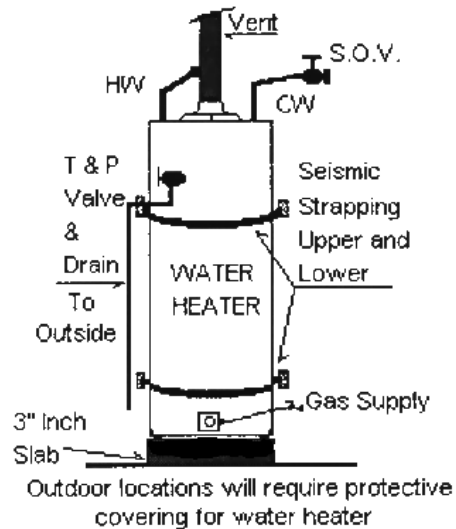
preferably outdoors, where the discharge of the valve will not cause water damage.

- Water heaters located in an attic or furred space must be installed with a watertight, corrosion-proof pan equipped with a 3/4" drain terminating in an approved location.
- All gas appliance shut-off valves for water heaters must be accessible and located within thirty-six inches (36") of the heater, hereby limiting the flexible gas appliance connector to a length of thirty-six inches (36"). Size of the gas appliance connector must be the same size as the inlet to the gas valve that it supplies.
- All water heaters must have seismic restraints consisting of two (2) minimum one and one quarter inch (1.1/4") wide straps, one located in the upper one-third of the tank, and one located in the lower one-third of the tank a minimum of four inches (4") above the gas valve control.
- This information is for standard electric, gas-fired, and direct-vent water heaters. If the information you seek is not found in the guidelines above, please call (714) 536-5241 and ask for a Building Inspector's assistance.

SPECIFICATIONS FROM THE CITY OF HUNTINGTON BEACH



GARAGE FLOOR EXAMPLE



OTHER LOCATIONS

HUNTINGTON LANDMARK
20880 Oakridge Lane – Huntington Beach, CA 92646
Architectural Control Committee (ACC) Application and Use Permit Agreement (UPA)

ACC Standard Number and Name: (Note: Complex projects may require multiple applications)	
Owner Name:	Date:
Address and Unit #:	
Home Phone #:	Mobile Phone#:
Email:	Unit Model:

1. Scope of work:

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2. I have read and understand the Specifications applicable to my request. It is my responsibility to provide the Specifications to my contractor and be sure they read and understand them. I understand that my contractor needs to read and sign the Contractor Acceptance Agreement and that it is for my protection.
3. I understand and acknowledge that any damages to Association property resulting from actions of the contractor I hired are my responsibility and I will be held liable, which may include removal of the improvement and/or repairs to be done at my cost.
4. I understand the entity performing the work must be properly licensed and insured.
5. I understand that in certain major structural alterations the Association may need to bring in the services of an outside consultant for evaluation of plans, to monitor progress, perform final inspections, etc. and in such instances I, the owner, will be held financially responsible.

Owner Signature:	Date:
Contractor Name:	License #:
Contractor Address:	Contractor Phone#:

*******BELOW FOR ACC USE ONLY *******

Tentative Approval by:	1.	2.	Date:
Waiting to Receive:			
Application Denied by:	1.	2.	Date:
Approved to Commence by:	1.	2.	Date:
Final Inspection and Approval by:	1.	2.	Date:

CONTRACTOR ACCEPTANCE AGREEMENT

Owner Name:	Address and Unit #:
Standard Number and Name:	
Scope of Work:	

As Contractor for the above stated project, I certify that I have read all the applicable Architectural Control Committee (ACC) Standards and Maintenance Standards for the work I have been hired by the Unit owner to perform, I understand them, and I am able to comply with all items.

I understand that the ACC or their representative will inspect all work I have done when the owner notifies Management that they have been completed.

Further, I understand that should I fail to meet all requirements described within the Standards, I am required, **at my expense – not that of the owner who hired me**, to make necessary changes and corrections to bring the work into compliance.

I am providing my *Certificate of Worker's Compensation* or a letter declaring sole proprietorship, including a statement describing exemption due to "no employees" for the project file.

I am providing **two Certificates of Liability Insurance** and the **Additional Insured Blanket Endorsement** for the project file with each certificate naming one of the following:

1. **Seabreeze Management**
26840 Aliso Viejo Parkway Suite #100
Aliso Viejo, CA 92656

And

2. **Huntington Landmark**
20880 Oakridge Lane
Huntington Beach, CA 92646

Contractor Printed Name and License #:
Contractor Signature and Date:
Owner Signature and Date:

Owner Printed Name:	Unit #:
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STANDARD CONTRACTOR REQUIREMENTS

1. All work is to be performed by a licensed and insured contractor per California law.
2. A copy of the pertinent ACC Standards, the ACC approval letter and the City of Huntington Beach permits must be kept available on the job site for the duration of the project.
3. All trash and material generated at the project site must be transported out of Huntington Landmark property by the contractor. Trash and material from the project cannot be placed in Association trash containers – the owner is responsible for all costs to remove trash and material is found in Association trash containers.
4. The term “contractor” includes their employees, agents, subcontractors, suppliers, and any other person under their cognizance.
5. Work hours are designated Monday through Saturday, 7:30 am to 6:00 pm with the exception of emergencies.
6. No unnecessary noise, radios, or boom boxes – be considerate of other residents.
7. Safety cones, yellow tape and any other type of precautionary items are to be in place by contractor at and around the project site when necessary.
8. Construction site must be left clean each day.
9. Construction items such as sand, cement, and dirt must not be placed on streets, walkways, or grass without protective underlying ground cover in place.
10. Parking restrictions, fire lanes, and speed restrictions must always be observed and respected.
11. Contractors are to park on the street – not in Resident-only parking spaces adjacent to the garages.
12. Contact security at the Atlanta gate if you are unsure where to park.
13. No signs advertising the contractor may be posted at any time.
14. All contractor vehicles must be clearly identified with signage indicating to whom they belong. A dashboard permit must be obtained at the Atlanta gate security.
15. Owner must provide a copy of these requirements to their contractor.

Contractor Signature:	Date:
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/01/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER COMPANY NAME ADDRESS PHONE	CONTACT NAME: INSURER PHONE (A/C, No, Ext): XXX-XXX-XXXX		FAX (A/C, No): XXX-XXX-XXXX
	E-MAIL ADDRESS: person@email.com		
INSURED CONTRACTOR INFORMATION ADDRESS PHONE	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : CARRIER NAME		XXXX
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	X		Policy # xxxxxxxx	05/01/2020	12/31/2020	EACH OCCURRENCE \$ X000000.00
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ X00000.00 MED EXP (Any one person) \$ X0000.00 PERSONAL & ADV INJURY \$ X000000.00 GENERAL AGGREGATE \$ X000000.00 PRODUCTS - COMP/OP AGG \$ X000000.00
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input checked="" type="checkbox"/> N/A	Policy#XXXXXXXXXX	01/01/2020	12/31/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ X000000.00 E.L. DISEASE - EA EMPLOYEE \$ X000000.00 E.L. DISEASE - POLICY LIMIT \$ X000000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Seabreeze Management 26840 Aliso Viejo Parkway Suite 100 Aliso Viejo, CA 92656	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Rep. Signature
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/01/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER COMPANY NAME ADDRESS PHONE	CONTACT INSURER PHONE (A/C, No, Ext): XXX-XXX-XXXX		FAX (A/C, No): XXX-XXX-XXXX
	E-MAIL ADDRESS: person@email.com		
INSURED CONTRACTOR INFORMATION ADDRESS PHONE	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : CARRIER NAME		XXXX
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			NAIC #

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ X00000.00 MED EXP (Any one person) \$ X0000.00 PERSONAL & ADV INJURY \$ X000000.00 GENERAL AGGREGATE \$ X000000.00 PRODUCTS - COMP/OP AGG \$ X000000.00
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N X	Policy#XXXXXXXXXX	01/01/2020	12/31/2020	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ X000000.00 E.L. DISEASE - EA EMPLOYEE \$ X000000.00 E.L. DISEASE - POLICY LIMIT \$ X000000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Huntington Landmark 20880 Oakridge Lane Huntington Beach, CA 92646	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Rep. Signature
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ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement you have entered into with the additional insured; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SAMPLE COPY