

JOINT COMMUNITY FACILITIES AGREEMENT

by and among

CITY OF LAKE ELSINORE,

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

and

VISTA EMERALD, LLC.

RELATING TO

COMMUNITY FACILITIES DISTRICT NO. 2023-2

OF THE CITY OF LAKE ELSINORE

Dated _____, 2023

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**JOINT COMMUNITY FACILITIES AGREEMENT BY AND AMONG
CITY OF LAKE ELSINORE,
ELSINORE VALLEY MUNICIPAL WATER DISTRICT
AND
VISTA EMERALD, LLC**

(Community Facilities District No. 2023-2 of the City of Lake Elsinore)

THIS JOINT COMMUNITY FACILITIES AGREEMENT ("**Agreement**") is made and entered into as of the ____ day of _____, 2023, by and among the ELSINORE VALLEY MUNICIPAL WATER DISTRICT, County of Riverside, State of California, a municipal water district ("**EVMWD**"), organized and operating pursuant to the Municipal Water District Law of 1911 of the California Water Code, the CITY OF LAKE ELSINORE, a general law city organized and operating under the laws of the State of California ("**City**"), and VISTA EMERALD, LLC, a California limited liability company ("**Developer**"). The parties hereto may be referred to in some instances as a party ("**Party**") or parties ("**Parties**").

R E C I T A L S

A. Developer owns certain real property located within the boundaries of both the City and EVMWD and designated as Tract Map No. 38378 ("**Property**"). The boundaries of the Property are identified in Exhibit "A" attached hereto. The Developer is obtaining entitlements to develop the Property with approximately 191 detached dwelling units (collectively, the "**Project**").

B. Development of the Project will require the payment, pursuant to the rules and regulations of EVMWD, as amended from time to time ("**EVMWD Rules and Regulations**"), of certain water and sewer service capacity and connection charges ("**EVMWD Costs**"), proceeds of which will be used by EVMWD to construct water and sewer facilities of EVMWD as further described herein ("**EVMWD Facilities**"). Developer may also construct water and sewer facilities of EVMWD, which are eligible to be acquired with CFD Proceeds as further described herein ("**EVMWD Acquisition Facilities**"), the costs of which, together with EVMWD Costs, may be paid from time to time from funds of hereinafter described CFD No. 2023-2 to the extent such funds are made available to finance EVMWD Facilities and EVMWD Acquisition Facilities.

C. Pursuant to actions of the City, the City has formed CFD No. 2023-2 pursuant to the provisions of the Act (as defined herein). The Parties herein have acknowledged and agreed that the City shall be solely responsible for the formation and administration of the CFD No. 2023-2 and the costs thereof.

D. In accordance with Sections 53313.5 and 53316.2 of the Act, CFD No. 2023-2 may finance facilities to be owned or operated by EVMWD. It is the intention of the Parties that this Agreement shall constitute a "joint community facilities agreement" ("**JCFA**") within the meaning of Section 53316.2 of the Act by and among the City, EVMWD and the Developer, pursuant to

which CFD No. 2023-2 will be authorized to provide financing for the EVMWD Facilities and the EVMWD Acquisition Facilities. Pursuant to Section 53316.2(b) of the Act, a JCFA may be approved by two or more public agencies prior to the adoption of a resolution authorizing the issuance of bonds. As provided by Section 53316.6 of the Act, the EVMWD shall be responsible for constructing or otherwise acquiring, maintaining and operating the EVMWD Facilities and the EVMWD Acquisition Facilities.

E. The provision of the EVMWD Facilities and the EVMWD Acquisition Facilities is necessitated by the Project, and the Parties find and determine that the residents of the City, EVMWD and CFD No. 2023-2 will be benefited by the financing of the EVMWD Facilities and the EVMWD Acquisition Facilities as set forth herein, and that this Agreement is beneficial to the interests of such residents.

ARTICLE I

GENERAL PROVISIONS

Section 1.1 Recitals. The above recitals are true and correct and are hereby incorporated by this reference.

Section 1.2 Definitions.

Unless the context clearly otherwise requires, the terms defined in this Section shall, for all purposes of this Agreement, have the meanings herein specified.

"**Act**" means the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53311, *et seq.*

"**Agreement**" means this Joint Communities Facilities Agreement.

"**Bond Resolution**" means that Resolution, Resolution Supplement, Fiscal Agent Agreement, and/or other equivalent document(s), providing for the issuance of the Bonds.

"**Bonds**" shall mean those bonds, or other securities, issued by, or on behalf of, as authorized by the qualified electors within CFD No. 2023-2.

"**CFD No. 2023-2**" means Community Facilities District No. 2023-2 of the City of Lake Elsinore.

"**CFD Proceeds**" shall mean those net funds generated by the sale of the Bonds, or other securities issued on behalf of or for the benefit of CFD 2023-2, and Special Taxes made available to finance EVMWD Facilities and EVMWD Acquisition Facilities.

"**City Council**" means the City Council of the City of Lake Elsinore.

"EVMWD Acquisition Facilities" means those sewer and water facilities constructed by the Developer or anticipated to be constructed by the Developer, and eligible to be acquired with CFD Proceeds, as described in Exhibit "C" hereto.

"EVMWD Facilities" means those public water and sewer facilities necessary to be funded by the EVMWD Costs as generally described in Exhibit "B" and which have not been previously funded with CFD Proceeds.

"EVMWD Facilities Fund" means the fund(s) or account(s) into which a portion of the CFD Proceeds may be deposited in accordance with the Bond Resolution for payment of EVMWD Costs applicable to the Property and for acquisition of the EVMWD Acquisition Facilities.

"Rate and Method" means the Rate and Method of Apportionment of the Special Tax expected to be authorized for levy and collection pursuant to proceedings undertaken for the formation of CFD No. 2023-2 pursuant to the Act.

"State" means the State of California.

"Special Taxes" means the special taxes expected to be authorized to be levied and collected pursuant to the final Rate and Method as approved by CFD No. 2023-2.

Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa and the use of the neuter, masculine or feminine gender is for convenience only and shall be deemed to include the neuter, masculine or feminine gender, as appropriate. Headings of sections herein are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

All references herein to "Sections" and other subdivisions are to the corresponding Sections or subdivisions of this Agreement; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section or subdivision hereof.

ARTICLE II

FORMATION OF CFD AND ISSUANCE OF BONDS

Section 2.1 Formation of CFD No. 2023-2. The City has initiated proceedings pursuant to the Act for the formation of CFD No. 2023-2, the authorization of the Special Taxes within CFD No. 2023-2, and the authorization to issue one or more series of Bonds on behalf of CFD No. 2023-2. Nothing contained herein shall be deemed to limit the discretion of the City in that regard and the City shall have no liability to EVMWD if CFD

No. 2023-2 is not formed or if the Special Taxes and Bonds are not authorized by the qualified electors therein.

Section 2.2 Issuance and Sale of Bonds. In the event CFD No. 2023-2 is formed and the Special Taxes and Bonds are authorized, the City Council, acting as the Legislative Body of CFD No. 2023-2, may, in its sole discretion, in accordance with its adopted policies ("**CFD Policies**") adopt the Bond Resolution and issue the Bonds.

Section 2.3 CFD Proceeds. Upon completion of the issuance of the Bonds, and receipt of the CFD Proceeds, the City shall determine the amount of the CFD Proceeds allocable to finance the EVMWD Costs to be used by EVMWD to construct the EVMWD Facilities to accommodate development of the Property and the EVMWD Acquisition Facilities in accordance with the CFD Policies. CFD No. 2023-2 may pay the EVMWD Costs applicable to the Property directly to EVMWD, may reimburse EVMWD for the EVMWD Costs paid by EVMWD, may pay the acquisition price of EVMWD Acquisition Facilities and/or may reimburse the Developer for the EVMWD Costs if paid directly to EVMWD by such Developer or any owner of the Property, as shall be coordinated with EVMWD and the Developer from time to time. EVMWD and/or the Developer shall use the Payment Request Form set forth as Exhibit "D", which is attached hereto and incorporated herein by this reference, to request payment of funds in the EVMWD Facilities Fund.

Section 2.4 Responsibility for EVMWD Costs and Facilities.

(a) The Parties hereto acknowledge and agree that the final responsibility for the payment of the EVMWD Costs and the design, construction and dedication of the EVMWD Acquisition Facilities constructed by the Developer and the cost(s) of facilities required by EVMWD to be provided by the Developer to provide water and sewer service to the Project lies with the Developer as set forth in the exhibits hereto. The responsibility for, and control of, the design, construction and completion of facilities required to provide water and sewer service to the Project constructed and completed by EVMWD lies with EVMWD.

(b) If the amount derived from CFD Proceeds, including investment earnings thereon, if any, are not sufficient to fund the total cost of the EVMWD Costs or EVMWD Acquisition Facilities for the Project, the Parties hereto agree that all responsibility and liability for the amount of such shortfall(s) shall be and remain with the Developer and shall not lie with the City, CFD No. 2023-2, or EVMWD.

(c) In addition to the EVMWD Costs referenced above, the Parties acknowledge that EVMWD may require the Developer, pursuant to the EVMWD Rules and Regulations, to design, construct and dedicate certain facilities to EVMWD, including, without limitation, the EVMWD Acquisition Facilities, as a condition to providing water and sewer service to the Project. The Parties hereto agree and acknowledge that all responsibility and obligation for the design, construction and dedication of such facilities to EVMWD, in accordance with all applicable

statutes and the EVMWD Rules and Regulations, shall be and remain the responsibility of the Developer.

(d) EVMWD and the Developer acknowledge that the Developer intends to construct the EVMWD Acquisition Facilities. In order to ensure that the EVMWD Acquisition Facilities are eligible for community facilities district financing:

1. The EVMWD Acquisition Facilities must be constructed as if under the supervision or direction of EVMWD. EVMWD shall supervise and direct the work pursuant to the Public Works Provisions set forth in Exhibit “E” (the “**Public Works Provisions**”).

2. The acquisition purchase price for the EVMWD Acquisition Facilities will be equal the actual cost of construction of the EVMWD Acquisition Facilities, notwithstanding any estimates in this Agreement.

3. The Developer will be constructing the EVMWD Acquisition Facilities prior to the availability of CFD Proceeds that may be used to pay for such EVMWD Acquisition Facilities. Prior to the availability of CFD Proceeds, EVMWD will inspect the EVMWD Acquisition Facilities, approve the construction of the EVMWD Acquisition Facilities, and sign off on payment requests for costs incurred by the Developer upon satisfactory completion of the EVMWD Acquisition Facilities. The Developer may convey the EVMWD Acquisition Facilities to EVMWD, and EVMWD may accept the EVMWD Acquisition Facilities in accordance with this Agreement, when there are insufficient CFD Proceeds to pay the purchase price of such EVMWD Acquisition Facilities. EVMWD will defer the payment of any approved payment requests for the construction costs of the EVMWD Acquisition Facilities until there are sufficient CFD Proceeds available to pay the purchase price of the EVMWD Acquisition Facilities, at which time EVMWD will make the payments but only out of the CFD Proceeds made available to EVMWD for such purpose. If the CFD Proceeds are not sufficient or made available to finance all or any part of the purchase price of the EVMWD Acquisition Facilities, for whatever reason, EVMWD will not be responsible for paying the purchase price of the EVMWD Acquisition Facilities to the Developer. At all times, the Developer will be constructing such EVMWD Acquisition Facilities with the expectation that the purchase price for the EVMWD Acquisition Facilities will be paid from the CFD Proceeds, if and to the extent the CFD proceeds are sufficient and available to pay the purchase price. The Developer’s conveyance of the EVMWD Acquisition Facilities to EVMWD pursuant to this Agreement prior to receipt of all or any part of the purchase price shall not be construed as a dedication or gift, or a waiver of the payment of all or any part of the purchase price for the EVMWD Acquisition Facilities.

4. Notwithstanding any language in this Agreement to the contrary, the Developer will pay the costs of the EVMWD Acquisition Facilities using its own funds, but with the expectation that the EVMWD Acquisition Facilities will be acquired by EVMWD using CFD Proceeds, if and to the extent the CFD proceeds are sufficient and available to pay the purchase price.

(e) EVMWD agrees to utilize or apply funds provided to it, as set forth herein, for the EVMWD Costs and/or EVMWD Acquisition Facilities.

(f) EVMWD expressly acknowledges that the Bonds are subject to Federal tax requirements applicable to the tax-exempt securities. EVMWD expressly confirms and warrants to the City that the EVMWD Facilities financed hereunder have not been previously financed with the proceeds of other tax-exempt securities or bonds. EVMWD agrees to promptly provide written notice to the City of any such financing of EVMWD Facilities financed hereunder until the issuance of the Bonds.

Section 2.5 Responsibility for Debt Service or Special Taxes. EVMWD's obligations under this Agreement shall be limited to its obligations with respect to the design, construction, ownership, operation and maintenance of the EVMWD Facilities to be funded by the EVMWD Costs and EVMWD shall have no obligation, responsibility, or authority with respect to the issuance and sale of the Bonds, or the payment of the principal and interest thereon, or for the levy of the Special Taxes to provide for the payment of principal and interest thereon, and CFD No. 2023-2 shall have the sole authority and responsibility for all such matters.

The Parties hereto specifically agree that the liabilities of CFD No. 2023-2, including liabilities, if any, of CFD No. 2023-2 and pursuant to the documents providing for the issuance of Bonds, including the Bond Resolution, shall not be or become liabilities of EVMWD.

Section 2.6 Administration of CFD No. 2023-2. The City shall have the power and duty to provide for the administration of CFD No. 2023-2 and once it is formed, including employing and compensating all consultants and providing for the various other administration duties set forth in this Agreement. It is understood and agreed by the Parties hereto that EVMWD will not be considered a participant in the proceedings relative to formation of CFD No. 2023-2 or the issuance of the Bonds, other than as a Party to this Agreement.

ARTICLE III TERM AND TERMINATION

Section 3.1 Effective Date. This Agreement shall become effective and of full force and effect as of the date ("Effective Date") that both of the following occur: (1) this Agreement is approved and executed by the last of EVMWD, the Developer and the City, to be confirmed upon execution of this Agreement by the authorized representatives of the Parties; and (2) CFD No. 2023-2 has been formed, as evidenced by the recordation of a Notice of Special Tax Lien against the Property.

Section 3.2 Termination. If the City is unable to complete the sale of the Bonds prior to January 1, 2040, this Agreement shall thereafter automatically terminate and be of no further force or effect.

ARTICLE IV

ADDITIONAL GENERAL PROVISIONS

Section 4.1 Recordkeeping: Inspection of Records. Each Party hereto agrees to keep and maintain full and accurate records of all amounts, and investment earnings, if any, paid to EVMWD for the EVMWD Facilities as to the respective portions of the Property and amounts expended from the EVMWD Facilities Account. Each Party further agrees to make such records available to the other Party hereto during normal business hours upon reasonable prior notice. All such records shall be kept and maintained by the appropriate Party as provided by applicable law and their respective policies.

Section 4.2 Partial Invalidity. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 4.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. This Agreement may not be assigned without the prior written consent of the other Parties hereto, and any such non-consented assignment shall be void. Such assignee shall, as a condition to taking an assignment of such rights, enter into an assignment and assumption agreement with the City, EVMWD and the Developer, in a form reasonably acceptable to the City EVMWD, and the Developer, whereby such rights assigned are specified and such assignee agrees, except as may be otherwise specifically provided therein, to assume the obligations of the Developer pursuant to this Agreement and to be bound thereby. This Agreement is for the sole benefit of the City, EVMWD, and the Developer and their successors and assigns, and no other person or entity shall be deemed to be a beneficiary hereof or have an interest herein.

Section 4.4 Indemnification. The City shall assume the defense of, indemnify and save harmless, EVMWD, its officers, employees and agents, and each and every one of them, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, any act or omission of the City with respect to this Agreement and the issuance of the Bonds. No provision of this Agreement shall in any way limit the extent of the City's responsibility for payment of damages resulting from the operations of the City and its contractors; provided, however, that the City shall not be required to indemnify any person or entity as to damages resulting from negligence or willful misconduct of such person or entity or their agents or employees. EVMWD shall assume the defense of, indemnify and save harmless, the City, its officers, employees and agents, and each and every one of them, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, any act or omission of EVMWD with respect to this Agreement, and the design, engineering and construction of the EVMWD Facilities. No provision of this Agreement shall in any way limit the extent of EVMWD's responsibility for payment of damages resulting from the operations of EVMWD and its contractors; provided, however, that EVMWD shall not be required to indemnify any person or entity as to damages resulting from negligence or willful misconduct of such person or entity or their agents or employees. The Developer shall assume the defense of,

indemnify and save harmless, EVMWD and the City, each of their officers, employees and agents, and each and every one of them, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, any act or omission of the Developer with respect to this Agreement, and the design, engineering and construction of the EVMWD Facilities. No provision of this Agreement shall in any way limit the extent of the Developer's responsibility for payment of damages resulting from the operations and/or development of the Property and its contractors; provided, however, that the Developer shall not be required to indemnify any person or entity as to damages resulting from negligence or willful misconduct of such person or entity or their agents or employees.

Section 4.5 Notice. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any Party or other person shall be deemed to have been received when personally delivered or upon deposit of the same in the United States Post Office registered or certified, postage prepaid, addressed as follows:

| | |
|------------|---|
| City: | City of Lake Elsinore 23873 Clinton Keith Road Lake Elsinore, CA 92595 Attention: Assistant City Manager / PW Director |
| EVMWD: | Elsinore Valley Municipal Water District 31315 Chaney Street Lake Elsinore, CA 92530 Attention: General Manager |
| Developer: | Vista Emerald, LLC 1020 2 nd Street, Suite C Encinitas, CA 92024 Attention: Project Manager |

Each Party can change its address for delivery of notice by delivering written notice of such change or address to the other parties within ten (10) calendar days prior to such change.

Section 4.6 Captions. The captions to Sections used herein are for convenience purposes only and are not part of this Agreement.

Section 4.7 Governing Law and Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California applicable to contracts made and performed in such State. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in the County of Riverside, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

Section 4.8 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the matters provided for herein and supersedes all prior agreements and negotiations between the Parties with respect to the subject matter of this Agreement.

Section 4.9 Amendments. This Agreement may be amended or modified only in writing executed by the authorized representative(s) of each of the Parties hereto.

Section 4.10 Waiver. The failure of any Party hereto to insist on compliance within any of the terms, covenants or conditions of this Agreement by any other Party hereto, shall not be deemed a waiver of such terms, covenants or conditions of this Agreement by such other Party, nor shall any waiver constitute a relinquishment of any other right or power for all or any other times.

Section 4.11 Cooperation and Execution of Documents. The Parties hereto agree to complete and execute any further or additional documents which may be necessary to complete or further the terms of this Agreement.

Section 4.12 Attorneys' Fees. In the event of the bringing of any action or suit by any Party against another Party arising out of this Agreement, the Party in whose favor final judgment shall be entered shall be entitled to recover from the other Parties all costs and expenses of suit, including reasonable attorneys' fees.

Section 4.13 No Third Party Beneficiaries. No person or entity other than the CFD No. 2023-2 when and if formed shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than EVMWD, the City, CFD No. 2023-2, and the Developer (and their respective successors and assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 4.14 Exhibits. The following exhibits attached hereto are incorporated into this Agreement by reference.

| <u>Exhibit</u> | <u>Description</u> |
|----------------|---|
| “A” | Property Description |
| “B” | Water and Sewer Facilities Descriptions |
| “C” | EVMWD Acquisition Facilities Description |
| “D” | Payment Request Form – Water/Sewer Facilities |
| “E” | Public Works Provisions |

Section 4.15 Signatories. The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the party for whom they sign.

Section 4.16 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

[Remainder of this page is blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written alongside their signature below.

EVMWD:

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

By: _____

Title: _____

Date Signed:

Approved by Governing Board: _____, 2023

DEVELOPER:

VISTA EMERALD, LLC,
a California limited liability company

By: _____

Name: _____

Title: _____

Date Signed: _____

[Joint Community Facilities Agreement Signature Page]

City: CITY OF LAKE ELSINORE

By: _____

Name: _____

Date Signed: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

[Joint Community Facilities Agreement Signature Page]

EXHIBIT "A"

PROPERTY DESCRIPTION

Real property in the County of Riverside, State of California, included within the following assessor parcels ("APN"):

370-050-019

370-050-020

370-050-032

EXHIBIT "B"

WATER AND SEWER FACILITIES DESCRIPTION

1. Water source, storage, transmission facilities financed through EVMWD water connection and capacity fees and charges, including, but not limited to, water transmission lines, water reservoirs and related and appurtenant facilities. Further description(s) and cost(s) of these facilities are on file with EVMWD and are incorporated herein by this reference.

2. Sewer treatment, transmission and reclamation facilities financed through EVMWD sewer fees. Further description(s) and cost(s) of these facilities are on file with EVMWD and are incorporated herein by this reference.

EXHIBIT "C"

EVMWD ACQUISITION FACILITIES DESCRIPTION

Description of Acquisition Facilities:

1. Onsite Water and Sewer Improvements *

*The facilities listed above are preliminary in nature. The final description, scope, cost and location will be determined upon the preparation of final plans.

EXHIBIT “D”

PAYMENT REQUEST FORM - WATER/SEWER FACILITIES

Community Facilities District No. 2023-2 of the City of Lake Elsinore is hereby requested to pay from the EVMWD Facilities Fund to the person, corporation, or other entity designated below as Payee, the sum set forth below such designation, in payment of the water/sewer Project Costs described below. The amount shown below is due and payable under a purchase order, contract or other authorization with respect to the water/sewer Project Costs described below and has not formed the basis of any prior request for payment.

Payee: _____

Address: _____

Amount: \$ _____

Project Costs Description:

(Include identification of lots or APN's where request is made for fees)

REQUESTING PARTY (check box)

☐ **ELSINORE VALLEY MUNICIPAL
WATER DISTRICT**

☐ _____
(Name of requesting party - please print)

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT “E”

PUBLIC WORKS PROVISIONS

In order to ensure that the EVMWD Acquisition Facilities will be constructed as if it had been constructed under the direction and supervision, or under the authority of, EVMWD, so that they may be acquired pursuant to California Government Code Section 53313.5 or so that the value or cost, whichever is less, of portions thereof constituting work in-kind may be reimbursed pursuant to California Government Code Section 53314.9, for the EVMWD Acquisition Facilities, the Developer shall comply with all of the following requirements or shall cause such requirements to be complied with:

- (a) The Developer shall solicit and receive at least three independent bids; provided, however, the Developer may proceed with fewer than three bids if three bids were not reasonably available at the time of the bid.
- (b) Bids shall be submitted to the Developer either via hard copy or email.
- (c) The contract for the construction of the EVMWD Acquisition Facilities shall be awarded to the responsible bidder submitting the lowest responsive bid for the construction of the EVMWD Acquisition Facilities or, if the Developer elects to perform the work pursuant to Section 53329.5 of the Act, the Developer shall perform the work at the prices specified in the bid of the lowest responsible bidder. If EVMWD reasonably disapproves any such contractor, the Developer will select the next lowest responsible bidder from the competitive bids received who is acceptable to the Developer and EVMWD.
- (d) The Developer shall require, and the specifications and bid and contract documents shall require, all contractors engaged to perform work on the EVMWD Acquisition Facilities to pay prevailing wages and to otherwise comply with applicable provisions of the California Labor Code.
- (e) The Developer and all such contractors shall comply with such other requirements relating to the construction of the EVMWD Acquisition Facilities as EVMWD may impose by written notification delivered to the Developer and each such contractor, to the extent required as a result of changes in applicable State or federal laws or the ordinances and policies of EVMWD.
- (f) The Developer shall provide proof to EVMWD, at such intervals and in such form as EVMWD may require, that the foregoing requirements have been satisfied as to all of the EVMWD Acquisition Facilities.