

COOPERATIVE FUNDING AGREEMENT
EVMWD PARKING LOT IMPROVEMENTS

This Cooperative Funding Agreement ("Agreement") is made on this ____ day of _____, 2023 ("Effective Date"), by and between the City of Lake Elsinore, a California municipal corporation ("CITY"), and the Elsinore Valley Municipal Water District, a California municipal water district ("EVMWD"), which are collectively referred to herein as "Parties" and individually as "Party."

RECITALS

WHEREAS, the CITY is planning a Capital Improvement Project which includes the Street Improvements for Treleven Avenue and Gedge Avenue, ("Street Improvement Project") as shown on Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, EVMWD is planning to complete a Parking Lot Improvement Project ("Parking Lot improvements Project") on EVMWD-owned vacant land located at the corner of Treleven Avenue and Gedge Avenue and complete half-width street improvement along the project frontage of Treleven Avenue and Gedge Avenue as shown on Exhibit "A"; and

WHEREAS, the CITY is partnering with EVMWD to improve street access and pavement rehabilitation efforts within the Parking Lot Improvements Project vicinity, the project includes approximately 230 linear feet of street improvements on Gedge Avenue and approximately 570 linear feet of street improvements on Treleven Avenue ("Street Improvements"); and

WHEREAS, the CITY and EVMWD determined that it is more economical to have EVMWD complete the Street Improvement Project under its contract for the Parking Lot Project; and

WHEREAS, the total cost of the Street Improvement Project shall be split between EVMWD and the CITY based on the percentages shown on Exhibit "B". The CITY shall reimburse EVMWD for the Street Improvement Project in the amount not to exceed One Hundred Seventy Eight Thousand Six

Hundred Seventy three Dollars and thirty four cents (\$178,673.34) hereinafter known as "CITY CONTRIBUTION"; and

WHEREAS, the CITY and EVMWD acknowledge it is in the best interest of the public to proceed with the construction of the Project at the earliest possible date; and

WHEREAS, the purpose of this Agreement is to memorialize the mutual understandings by and between CITY and EVMWD with respect to funding and construction of the Street Improvement Project; and

WHEREAS, the Parties acknowledge that EVMWD has or shall fully comply with the California Environmental Quality Act (CEQA) and all other applicable laws, as a precondition to construction of the Parking Lot and Street Improvement Projects.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the parties hereto mutually agree as follows:

SECTION I

1. The recitals above are true and correct and are hereby incorporated herein by this reference.
2. The Parties agree to mutually cooperate in order to help ensure that the Parking Lot and Street Improvement Projects are successfully completed with minimum impact to both Parties and the public.

SECTION II

EVMWD shall:

1. Manage and oversee the Parking Lot and Street Improvement Projects to its completion.
2. Award and administer the design and construction of the Parking Lot and Street Improvement Projects.

3. Provide the CITY an opportunity to review and approve all design documents for the Street Improvement Project prior to finalization of such design documents for public bidding purposes. Additionally, EVMWD shall provide the CITY an opportunity to review and approve any changes to such design documents resulting from necessary change orders occurring following commencement of work on the Street Improvement Project.

4. Obtain all applicable environmental clearances and permits necessary to complete the Street Improvement Project.

5. Keep an accurate accounting of all Street Improvement Project costs and include this final accounting when invoicing the CITY for payment. The final accounting of costs shall include a detailed breakdown of all costs, including but not limited to, payment vouchers and other such contract documents as may be necessary to establish the actual costs of the construction of the Street Improvement Project.

6. Upon receiving invoices for the Street Improvement Project, invoice the CITY, not more than monthly, for CITY CONTRIBUTION.

7. Schedule CITY inspection forty-eight (48) hours in advance of performing any Street Improvement work. Resolve deficiencies identified by CITY during construction, including all punch list items.

8. Notwithstanding CITY's right to inspect the work, as between EVMWD and CITY, CITY shall be solely responsible for construction inspection of the Street Improvement Project work within CITY right-of-way to ensure conformance with the construction contract.

9. Ensure that all work performed pursuant to this Agreement by EVMWD, its agents or contractors is done and compensated in accordance with all applicable laws and regulations, including

but not limited to, all applicable provisions of the Labor Code, Business and Professions Code, Public Contracting Code, and Water Code.

10. For the period during which EVMWD or its contractor(s) control the job site, EVMWD shall provide, or cause to be provided, for the entire period of construction, a policy of worker's compensation insurance and comprehensive general liability insurance or self-insurance with coverage broad enough to include the contractual obligation it may have under any relevant construction contracts and having a combined single limit of liability in the amount of two million dollars (\$2,000,000.00) covering CITY's directors, officers, employees and agents as additional insured. EVMWD shall require that CITY be included as an indemnified party under the indemnification provision included in EVMWD's construction contract.

11. EVMWD shall retain all records related to the Street Improvement Project and this Agreement for a period of three (3) years following completion of the Street Improvement Project. Such records shall be available for inspection by the CITY upon request.

SECTION III

CITY shall:

1. Timely review design plans for the Street Improvement Project and provide any approvals or comments within thirty (30) days of receipt of the plans. If the CITY fails to provide any comments or its approval within said time period, EVMWD shall provide notice to the CITY's City Manager that the design plans shall be deemed approved by EVMWD if no comments are received within an additional fifteen (15) days.

2. Inspect the Street Improvement Project work within CITY right-of-way during construction.

3. Upon written notice of completion of the work by EVMWD, inspect the Street Improvement Project within CITY right-of-way and identify any punch list work within fifteen (15) days.

4. Pay EVMWD within thirty (30) days after receipt of EVMWD's approved invoice for CITY CONTRIBUTION.

SECTION IV

It is further mutually agreed:

1. The term of this Agreement shall be from the Effective Date until acceptance of the Street Improvement Project by CITY and final accounting and payment for the Street Improvement Project, unless earlier terminated as provided herein.

2. CITY CONTRIBUTION shall not exceed a total sum of One Hundred Seventy Eight Thousand Six Hundred Seventy three Dollars and thirty four cents (\$178,673.34) without written amendment to this Agreement and shall be used by EVMWD solely for the Street Improvement Project as set forth herein.

3. CITY shall indemnify, defend, save and hold harmless EVMWD (including their respective directors, officers, elected and appointed officials, employees, agents, representatives, independent contractors and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to CITY's (including its officers, employees, agents, representatives, independent contractors and subcontractors) actual or alleged acts or omissions related to this Agreement, performance under this Agreement or failure to comply with the requirements of this Agreement, including but not limited to, (a) property damage; (b) bodily injury or death; (c) payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.

4. EVMWD shall indemnify, defend, save and hold harmless CITY (including their respective officers, Board of Directors, appointed or elected officials, employees, agents, representatives, independent contractors and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to EVMWD's (including its officers, elected and appointed officials, employees, agents, representatives, independent contractors and subcontractors) actual or alleged acts or omissions related to this Agreement, performance under this Agreement or failure to comply with the requirements of this Agreement, including but not limited to, (a) property damage; (b) bodily injury or death; (c) payment of attorney's fees or (d) any other element of any kind or nature whatsoever.

5. In the event that any dispute between the Parties arises under this Agreement, the Parties shall first attempt to resolve such dispute at the management level. If the dispute is not resolved at this level within a mutually acceptable period of time (not to exceed 60 calendar days from the date written notice of such dispute is delivered by either Party), the Parties shall attempt to resolve the dispute at the senior management level. If this process and the involvement of senior management do not result in resolution of the dispute within 60 calendar days from the date of referral to upper management, then the dispute shall be referred to and finally resolved through arbitration or legal proceedings. The use of the foregoing procedure is a condition precedent to the commencement of any legal proceedings hereunder. Neither the pendency of a dispute nor its consideration by arbitration shall excuse EVMWD from full and timely performance of Street Improvement Project, as set forth in this Agreement.

6. Any Party to this Agreement may declare a breach hereof by serving written notice describing the nature of the breach to the other Party. The Party alleged to have breached the Agreement shall be afforded thirty (30) days from service of the notice of breach to take whatever

steps necessary to cure the breach. If the breach is not cured within the time parameters set forth herein, the Parties will avail themselves of the dispute procedure set forth in Section IV, Paragraph 5, above.

7. This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right or action based upon the provisions of this Agreement.

8. Any and all notices sent or required to be sent to the parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

CITY OF LAKE ELSINORE
130 South Main Street
Lake Elsinore, CA 92530
Attn: City Manager

ELSINORE VALLEY MUNICIPAL WATER DISTRICT
31315 Chaney Street
Lake Elsinore, CA 92530
Attn: General Manager

9. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

10. This Agreement is to be construed in accordance with the laws of the State of California.

11. The Parties hereto shall not assign this Agreement without the written consent of the other parties.

12. Any action at law or in equity brought by any of the Parties hereto for the purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

13. Any waiver by CITY or EVMWD, or any breach by any other party of any provision of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or

any other provision hereof. Failure on the part of CITY or EVMWD to require from any other party exact, full and complete compliance with any of the provisions of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping CITY or EVMWD from enforcing this Agreement.

14. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral and written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the Parties hereto.

15. This Agreement may be executed and delivered in any number of counterparts or copies, hereinafter called "COUNTERPART", by the Parties hereto. When each party has signed and delivered at least one COUNTERPART to the other Parties hereto, each COUNTERPART shall be deemed an original and, taken together, shall constitute one and the same Agreement, which shall be binding and effective as to the Parties hereto.

16. The signatories hereto represent that they have been appropriately authorized to execute this Agreement on behalf of the Party for whom they sign.

17. If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing Party will have the right to recover its reasonable attorney's fees and costs of suit from the other Party.

18. This Agreement may be terminated by either Party at any time and without cause by giving the other Party written notice of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Notwithstanding the foregoing, following commencement of construction of the Parking Lot Improvements Project, the Parties may only terminate this Agreement for cause. If this Agreement is terminated as provided herein, EVMWD

may demand of CITY in writing, and CITY shall pay, any portion of the CITY CONTRIBUTION for which EVMWD has performed construction work related to the Street Improvement Project. Prior to any such payment, EVMWD shall place the Street in a safe and usable condition.

19. The Parties hereto hereby agree that electronic signatures are acceptable and shall have the same force and effect as original wet signatures.

20. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, shall survive any such expiration or termination.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date(s) set forth below.

**SIGNATURE PAGE TO
COOPERATIVE FUNDING AGREEMENT
EVMWD PARKING LOT IMPROVEMENTS**

CITY OF LAKE ELSINORE

By _____
Jason Simpson
City Manager

Date: _____

APPROVED AS TO FORM:

ATTEST:

By _____
City Attorney

By _____
City Clerk

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

By _____
Greg Thomas
General Manager

Date: _____

ATTEST:

By _____
District Secretary

EXHIBIT A

STREET IMPROVEMENTS PROJECT

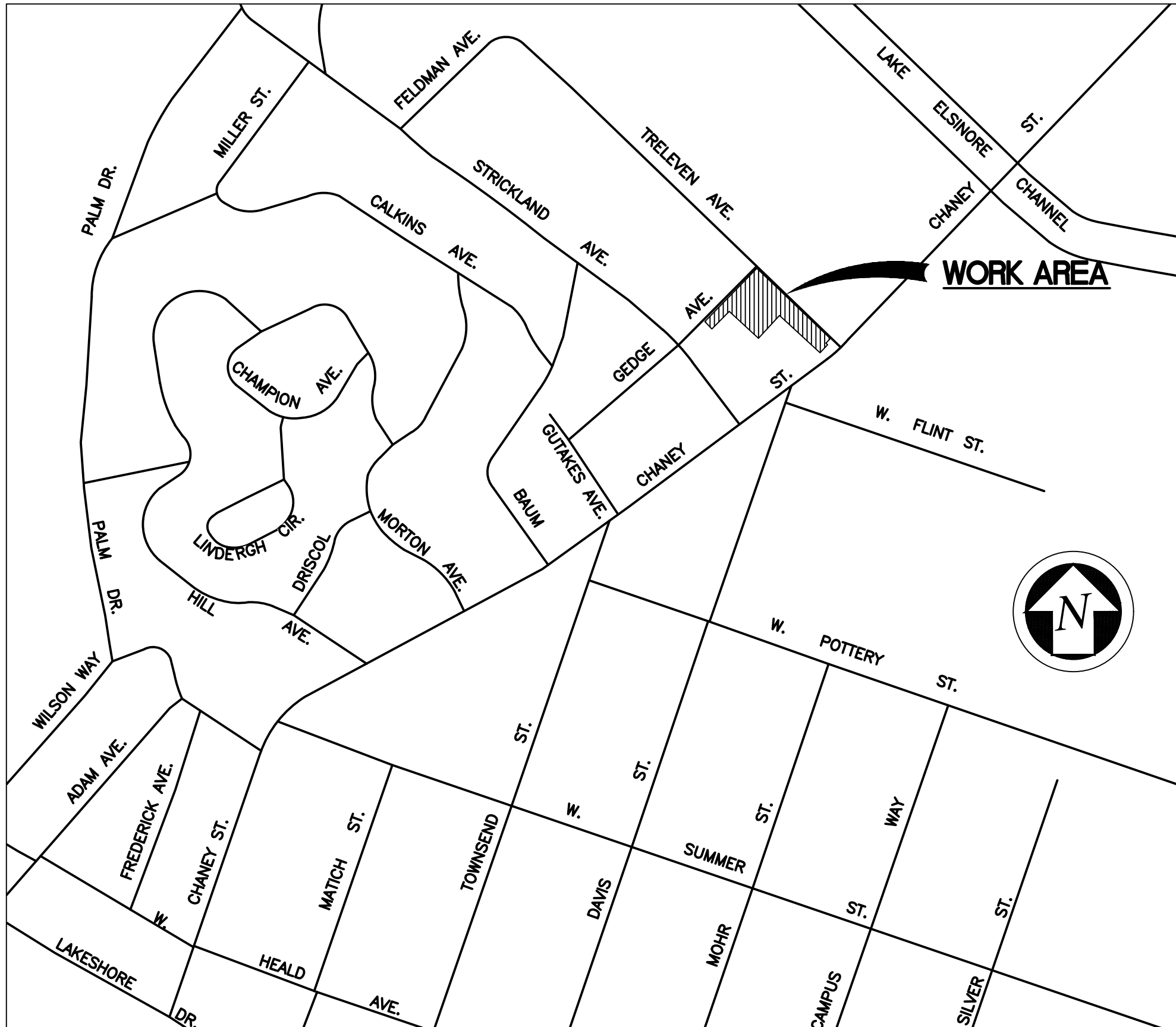
[See Attached]

ELSINORE VALLEY MUNICIPAL WATER DISTRICT
DISTRICT PARKING LOT IMPROVEMENTS

IN THE CITY OF LAKE ELSINORE



Elsinore Valley Municipal Water District



VICINITY MAP

NO SCALE

BENCHMARK

CITY OF LAKE ELSINORE DESIGNATION BM A-93-15

CHARACTER OF MARK: CHISELED SQUARED IN TOP OF CURB

THE BENCHMARK FOR THIS PROJECT IS LOCATED AT THE Y INTERSECTION OF POTTERY STREET, TOWNSEND STREET, AND CHANEY STREET, 34.0 FEET NORTHEASTERLY ALONG TOWNSEND STREET FROM THE INTERSECTION OF TOWNSEND STREET AND POTTERY STREET, 19.0 FEET NORTH-WESTERLY OF TOWNSEND STREET, IN A CURB ISLAND OF THE 3-WAY INTERSECTION, 3.0 FEET SOUTHERLY OF PP#4055931E WITH A GUY POLE, A CHISELED SQUARE IN THE TOP OF CURB.

DATE: 9/93
ELEVATION: 1291.72

BASIS OF BEARINGS

THE CALIFORNIA STATE PLANE COORDINATE SYSTEM CCS83 ZONE 6

BEARING AT THE CENTERLINE OF TRELEVEN AVENUE N46°42'05"W PER MB 16/44

SHEET INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	CROSS SECTIONS & DETAILS
3	STREET IMPROVEMENTS – TRELEVEN AVENUE
4	STREET IMPROVEMENTS – GEDGE AVENUE

OWNER

EVMWD
31315 CHANEY ST.
LAKE ELSINORE, CA 92530

LEGEND:

—	EXISTING IMPROVEMENTS
—	PROPOSED IMPROVEMENTS
---	EXISTING RIGHT OF WAY
---	PROPOSED RIGHT OF WAY
—	PROPOSED 6' BLOCK WALL
—	PROPOSED STREET LIGHT
—	EXISTING STREET LIGHT
—	PROPOSED SIGN
—	EXISTING SIGN
—	TREE
—	PALM TREE
—	EXISTING CHAIN LINK FENCE

EXISTING UNDERGROUND STRUCTURES

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. APPROVAL OF THESE PLANS BY ELSINORE VALLEY MUNICIPAL WATER DISTRICT AND THE CITY OF LAKE ELSINORE DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF THE LOCATION, NOR THE EXISTENCE OR NON-EXISTENCE OF ANY UNDERGROUND UTILITY, PIPE OR STRUCTURE WITHIN THE LIMITS OF THE PROJECT. THE CONTRACTOR IS REQUIRED TO TAKE ALL DUE PRECAUTIONARY MEASURES FOR THE PROTECTION OF ALL UTILITIES, PIPES OR STRUCTURES, WHETHER SHOWN ON THESE PLANS OR NOT. ANY UTILITY(ES) DAMAGED DURING THE PERFORMANCE OF THE WORK SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE GOVERNING AGENCY BY THE CONTRACTOR, AT HIS EXPENSE.

CITY OF LAKE ELSINORE NOTIFICATIONS

THE CONTRACTOR SHALL NOTIFY THE FOLLOWING UTILITIES OR AGENCIES FORTY-EIGHT (48) HOURS PRIOR TO STARTING CONSTRUCTION OR EXCAVATION

WATER/SEWER	ELSINORE VALLEY MUNICIPAL WATER DISTRICT (951) 674-3146
ELECTRICITY	SOUTHERN CALIFORNIA EDISON (800) 655-4555
GAS	SOUTHERN CALIFORNIA GAS COMPANY (800) 427-2200
TELEPHONE	FRONTIER (855) 331-0424
CABLE TELEVISION	SPECTRUM CHARTER (855) 707-7328

CITY OF LAKE ELSINORE GENERAL NOTES

- NOTE TO CONTRACTORS: THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. APPROVAL OF THESE PLANS BY THE CITY OF LAKE ELSINORE DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF THE LOCATION, NOR THE EXISTENCE OR NON-EXISTENCE OF ANY UNDERGROUND UTILITY, PIPE OR STRUCTURE WITHIN THE LIMITS OF THE PROJECT. THE CONTRACTOR IS REQUIRED TO TAKE ALL DUE PRECAUTIONARY MEASURES FOR THE PROTECTION OF ALL UTILITIES, PIPES OR STRUCTURES, WHETHER SHOWN ON THESE PLANS OR NOT. ANY UTILITY(ES) DAMAGED DURING THE PERFORMANCE OF THE WORK SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE GOVERNING AGENCY BY THE CONTRACTOR, AT HIS EXPENSE.
- ALL WORK SHALL CONFORM TO CITY CODES, STANDARD SPECIFICATIONS FOR PUBLIC WORKS (LATEST EDITION), AND STANDARD DRAWING OF THE COUNTY OF RIVERSIDE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BE FAMILIAR WITH THESE STANDARDS AND CODES AT ALL TIMES.
- THE CONTRACTOR SHALL NOTIFY THE CITY PUBLIC WORKS INSPECTOR, FORTY-EIGHT (48) HOURS PRIOR TO BEGINNING ANY WORK. CALL FOR INSPECTION AT (951) 674-3124, EXTENSION 247, BETWEEN THE HOURS OF 9:00 AM AND 4:00 PM, MONDAY THROUGH THURSDAY.
- CONTRACTOR SHALL MAINTAIN TRAFFIC CONTROL IN ACCORDANCE WITH CALTRANS TRAFFIC MANUAL AND WATCH MANUAL AT ALL TIMES DURING CONSTRUCTION, AS APPROVED BY THE CITY ENGINEER OR HIS REPRESENTATIVE. FAILURE TO DO SO SHALL REQUIRE IMMEDIATE WORK STOPPAGE.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE A DEPENDABLE REPRESENTATIVE AT THE JOB SITE, AT ALL TIMES DURING CONSTRUCTION.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ARRANGE FOR THE NECESSARY RELOCATION OF ANY UTILITIES. CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES INVOLVED, AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO BEGINNING WORK. THE CONTRACTOR SHALL ALSO CONTACT UNDERGROUND SERVICE ALERT (U.S.A.) AT 1-800-422-4133, AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO BEGINNING WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA AND RELOCATION AND COST OF ALL EXISTING UTILITIES. SUBDIVIDER MUST INFORM THE CITY OF LAKE ELSINORE OF CONSTRUCTION SCHEDULE, PRIOR TO BEGINNING CONSTRUCTION.
- ALL UNDERGROUND FACILITIES AND LATERALS INCLUDING BUT NOT LIMITED TO SEWER, WATER, TELEPHONE, ELECTRICITY, GAS AND DRAINAGE FACILITIES, SHALL BE IN PLACE PRIOR TO PAVING THE STREET SECTION.
- ALL STREET SECTIONS ARE TENTATIVE. ADDITIONAL SOIL TESTS WILL BE TAKEN AFTER ROUGH GRADING, TO DETERMINE THE EXACT SECTION REQUIRED. SECTION THICKNESSES SHOWN ARE FOR BONDING PURPOSES ONLY.
- ALL EXISTING UNDERGROUND UTILITIES AND STRUCTURES MUST BE POTHOLED AND ELEVATIONS VERIFIED PRIOR TO CONSTRUCTION. THE ENGINEER OF RECORD SHALL BE NOTIFIED OF ANY NECESSARY REVISIONS TO THE APPROVED PLANS. THE REVISIONS SHALL BE IN THE FORM OF 'AS BUILT' PLANS SUBMITTED TO THE CITY ENGINEER FOR APPROVAL PRIOR TO THE FINAL ACCEPTANCE OF THE PROJECT.
- ALL EXISTING MONUMENTATION DISTURBED OR DESTROYED DURING CONSTRUCTION SHALL BE REPLACED TO CITY STANDARDS, AS APPROVED BY THE CITY ENGINEER. CENTERLINE TIES ARE TO BE FURNISHED TO THE CITY ENGINEER UPON COMPLETION OF THE PROJECT AND BEFORE ACCEPTANCE IS GRANTED.
- AN ENCROACHMENT PERMIT SHALL BE REQUIRED FOR ALL CONSTRUCTION WORK DONE WITHIN PUBLIC RIGHTS-OF-WAY. BEFORE ISSUANCE OF SAID PERMIT, THE CONTRACTOR/DEVELOPER MUST PROVIDE THE CITY ENGINEER WITH CERTIFICATE OF INSURANCE AND REQUIRED BONDING FOR PUBLIC IMPROVEMENTS. THE ENCROACHMENT PERMIT MUST BE PRESENT AT THE JOB SITE DURING THE TOTAL TIME OF THE PROJECT CONSTRUCTION ALONG WITH AN APPROVED SET OF IMPROVEMENT PLANS.
- IF AN ENCROACHMENT PERMIT IS REQUIRED THROUGH THE DISTRICT NO. 8 OFFICE OF CALTRANS, PLEASE MAKE REFERENCE TO THIS FACT IN THE 'GENERAL NOTES' SECTION OF THE IMPROVEMENT PLANS.

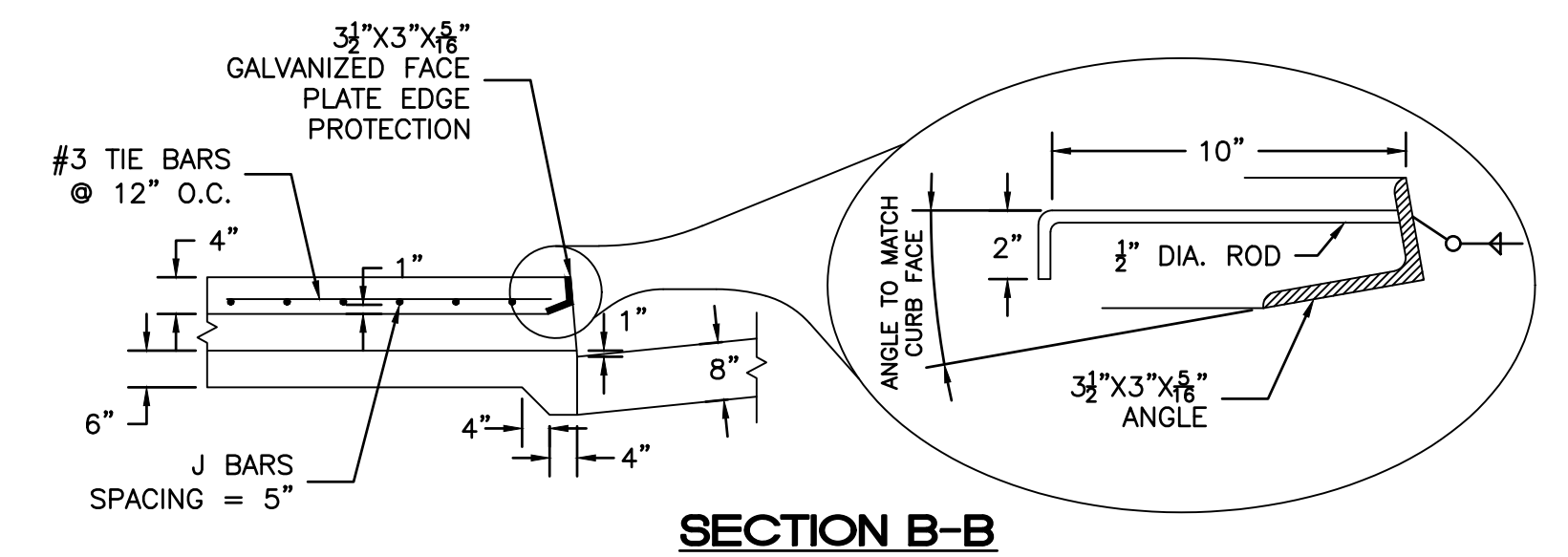
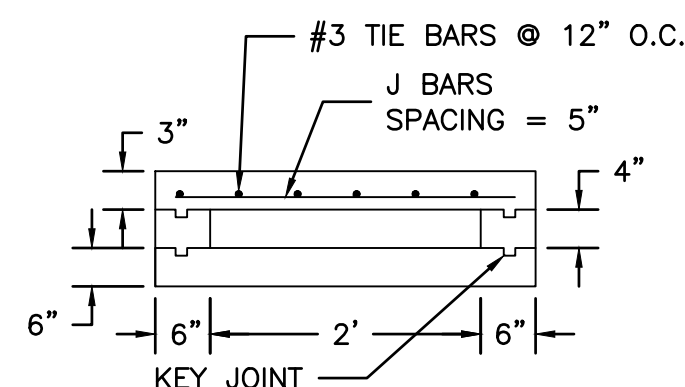
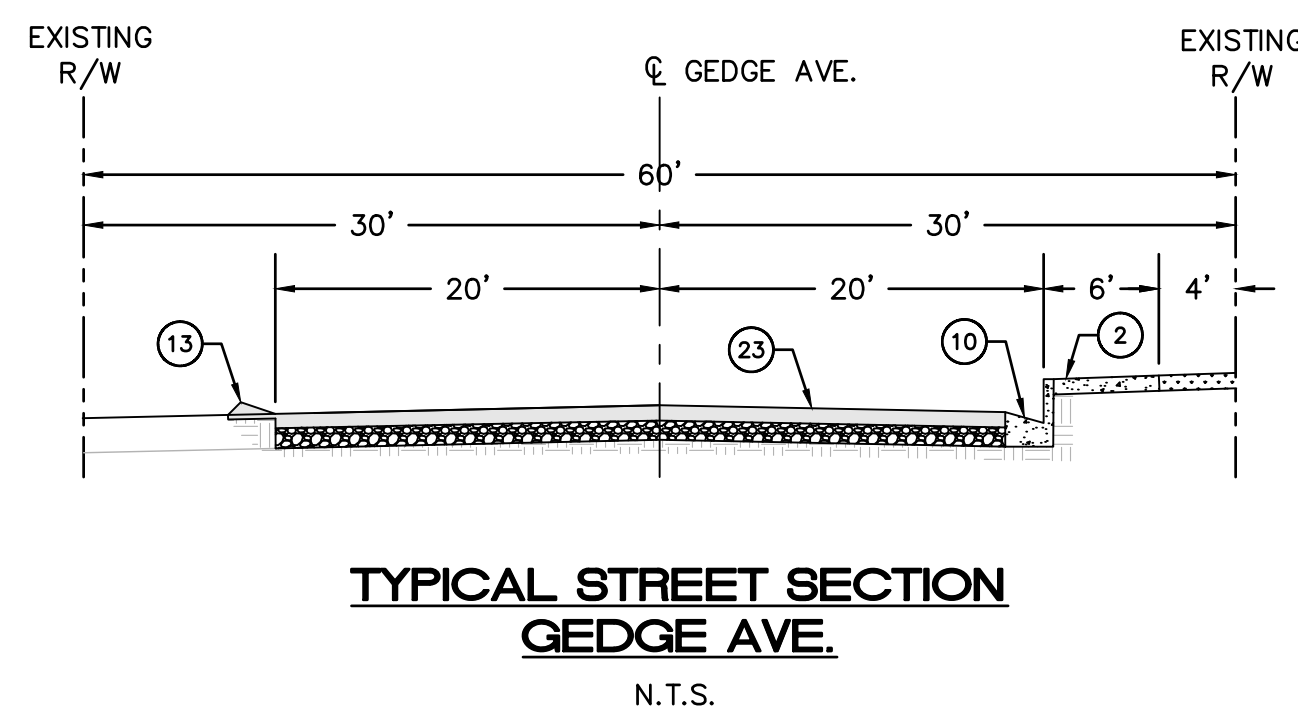
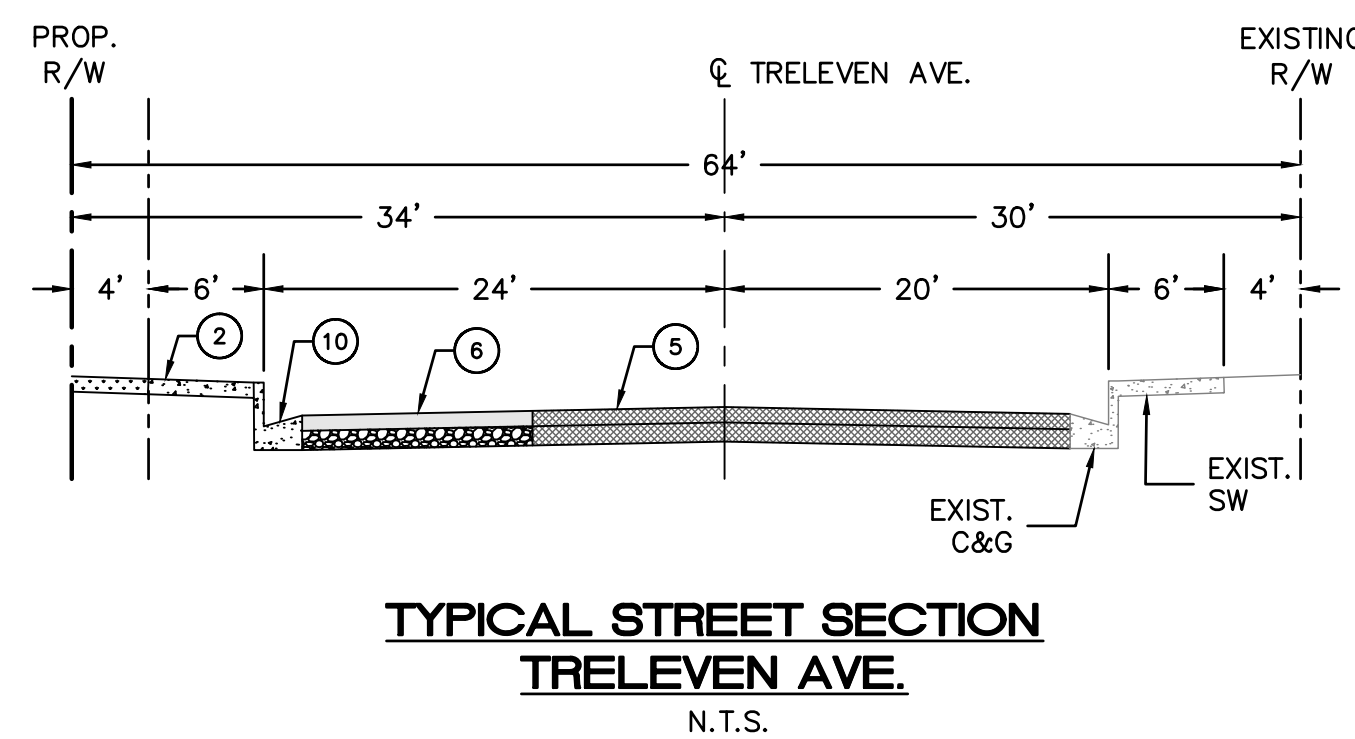
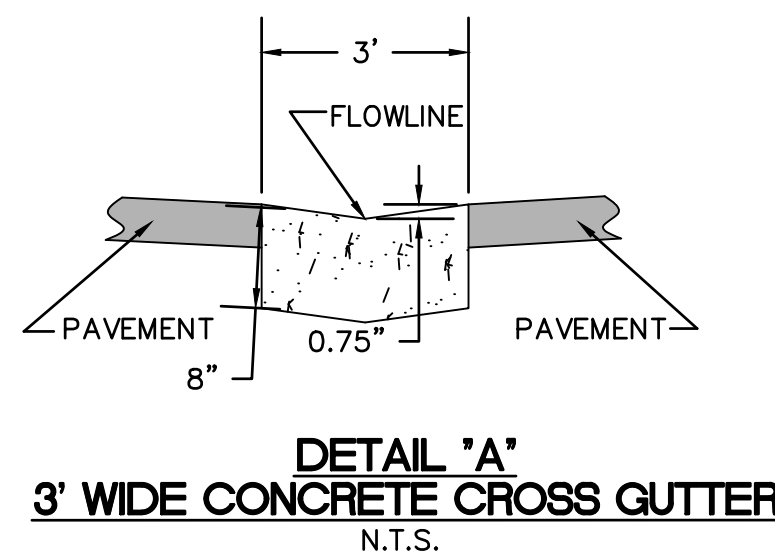
NOTICE TO CONTRACTOR

- CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.
- ALL UNDERGROUND UTILITIES OR STRUCTURES, REPORTED OR FOUND ON PUBLIC RECORDS, ARE INDICATED WITH THEIR APPROXIMATE LOCATION AND EXTENT. THE OWNER, BY ACCEPTING THESE PLANS OR PROCEEDING WITH THE IMPROVEMENTS HEREON, AGREES TO ASSUME LIABILITY AND HOLD THE ENGINEER HARLESS FOR ANY DAMAGES RESULTING FROM THE EXISTENCE OF UNDERGROUND UTILITIES OR STRUCTURES NOT REPORTED OR INDICATED ON PUBLIC RECORDS, OR THOSE CONSTRUCTED AT VARIANCE WITH REPORTED OR RECORD LOCATIONS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES SHOWN AND ANY OTHER FOUND AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF ALL UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.
- THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THESE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.
- QUANTITIES SHOWN HEREON ARE PROVIDED FOR BONDING PURPOSES ONLY. CONTRACTORS SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES PRIOR TO BIDDING FOR CONSTRUCTION.

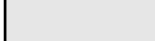
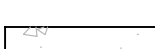
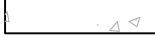


EVMWD GENERAL NOTES

- ALL WORK SHALL CONFORM TO THE ELSINORE VALLEY MUNICIPAL WATER DISTRICT (EVMWD) DESIGN AND CONSTRUCTION STANDARDS FOR WATER, RECYCLED WATER AND SANITARY SEWER FACILITIES.
- CONSTRUCTION MATERIALS TESTING AND INSPECTION SHALL COMPLY WITH STANDARDS AND SPECIFICATIONS AND SHALL MEET OR EXCEED THE REQUIREMENTS OF THE GOVERNING AGENCY, THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ("GREEN BOOK") AND THE AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) STANDARDS. FAILURE TO MEET ANY OF THE ABOVE REQUIREMENTS SHALL BE CAUSE FOR REJECTION.
- THE CONTRACTOR SHALL NOTIFY EVMWD (5) FIVE WORKING DAYS PRIOR TO BEGINNING WORK (951) 674-3146.
- DEPTH AND LOCATION OF EXISTING UNDERGROUND FACILITIES SHALL BE DETERMINED BY THE CONTRACTOR BY POTHOLING AND A FIELD SURVEY OF ELEVATIONS AND SHALL BE GIVEN TO THE INSPECTOR PRIOR TO TRENCHING. THE CONTRACTOR SHALL ALSO CONTACT UNDERGROUND SERVICE ALERT (811) PRIOR TO ANY EXCAVATION WORK.
- ALL CONSTRUCTION AND OPERATIONS BY THE CONTRACTOR SHALL BE IN ACCORDANCE WITH CAL-OSHA REQUIREMENTS.
- THE CONTRACTOR SHALL KEEP A COMPLETE RECORD OF ALL CONSTRUCTION CHANGES AND SHALL MAKE INFORMATION AVAILABLE TO THE INSPECTOR FOR PREPARATION OF "AS BUILT" DRAWINGS. THE "AS BUILT" DRAWINGS SHALL BE SUBMITTED TO EVMWD FOR REVIEW PRIOR TO FINAL REVIEW AND ACCEPTANCE OF THE PROJECT.
- WHERE THE WATER MAIN AND SEWER CROSS STORM DRAINS, OTHER PIPELINES, TELEPHONE AND ELECTRIC DUCTS, OR SIMILAR INSTALLATIONS, A MINIMUM OF 12 INCHES OF VERTICAL CLEARANCE SHALL BE PROVIDED BETWEEN THE MAIN OR SEWER AND OTHER INSTALLATIONS UNLESS OTHERWISE DIRECTED BY EVMWD PERSONNEL.
- SEPARATION OF SEWER AND WATER LINES MUST COMPLY WITH EVMWD STANDARD PLANS S-3 OR W-2 AND SHALL MEET OR EXCEED THE REQUIREMENTS OF THE STATE OF CALIFORNIA, DEPARTMENT OF PUBLIC HEALTH TITLE 22, CHAPTER 16, ARTICLE 4, SECTION 64572.
- CONNECTIONS TO EXISTING EVMWD SEWER OR WATER LINES SHALL BE IN ACCORDANCE WITH STANDARD EVMWD PROCEDURES AND SHALL NOT BE MADE UNLESS EVMWD INSPECTOR IS PRESENT.
- UNLESS WAIVED BY EVMWD AN INSULATED COPPER SOLID CORE 10 GAGE TRACER WIRE SHALL BE PLACED WITH EACH SEWER MAIN TO ASSIST WITH FUTURE LOCATION. WARNING TAPE SHALL BE PLACED AT LEAST 6" ABOVE SEWER MAIN & SEWER LATERALS, BUT NOT DEEPER THAN 24" BELOW THE EXISTING FINISHED GRADE. WATER MAINS SHALL ALSO HAVE TRACER WIRE AND WARNING TAPE INSTALLED IN THE TRENCH.
- THE LENGTH OF OPEN TRENCH AT ANY ONE TIME SHALL BE LIMITED TO 600 FEET ALONG ROAD RIGHT-OF-WAY UNLESS OTHERWISE AGREED TO IN WRITING BY EVMWD. TRENCH SHALL BE BACKFILLED AND COMPACTED AT THE CONCLUSION OF EACH DAY. OPEN TRENCH LIMITS ARE SUBJECT TO CITY REQUIREMENTS.
- SURFACE IMPROVEMENTS DAMAGED OR REMOVED AS A RESULT OF THE CONTRACTOR'S OPERATIONS SHALL BE RECONSTRUCTED BY THE CONTRACTOR TO THE LOCAL GOVERNING AGENCY'S REQUIREMENTS AT THE CONTRACTOR'S EXPENSE.
- ALL REVISIONS TO THESE DRAWINGS MUST BE APPROVED BY EVMWD ENGINEERING MANAGER.
- IT IS THE PROJECT ENGINEER'S RESPONSIBILITY TO TIE OUT ANY EXISTING STREET MONUMENTATION EITHER VISIBLE OR BURIED, PRIOR TO CONSTRUCTION.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROTECT ANY STREET MONUMENTATION IN PLACE. IF ANY MONUMENT IS DISTURBED OR DESTROYED, THE CONTRACTOR WILL BE REQUIRED TO CONTRACT WITH A REGISTERED LAND SURVEYOR FOR THE RE-ESTABLISHMENT AND MAPPING OF THE DESTROYED MONUMENT AT THE CONTRACTOR'S EXPENSE.
- THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF EVMWD KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT ON RECORD OR NOT SHOWN ON THESE PLANS OR MARKED ON THE GROUND BY UNDERGROUND SERVICE ALERT.
- IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER OR CONTRACTOR TO APPLY FOR ANY NECESSARY ENCROACHMENT PERMIT FROM ALL GOVERNING AGENCIES.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/DEVELOPER TO STAMP A 2" HIGH "S", "W" OR "IW" ON THE CURB FACE FOR ALL SEWER, WATER, AND IRRIGATION LATERALS AT THE LOCATION WHERE THE LATERAL PASSES BENEATH THE CURB. A "V" SHALL BE STAMPED ON THE CURB FACE AT ALL VALVES.
- A STEEL ROD OR STAKE 6" ABOVE THE GROUND OR 10 GAGE COPPER WIRE WITH 2" COPPER TAG, SHALL BE INSTALLED AT THE END OF EACH SEWER LATERAL TO ASSIST IN LOCATING AT A LATER DATE. IN NEW TRACT DEVELOPMENT A 3"x8' PVC PIPE OR 2"x4"x8' BOARD SHALL BE USED TO MARK THE ENDS OF LATERALS.
- ALL SEWERS SHALL BE BALLED, AIR TESTED, MANHOLE TESTED AND CCTV INSPECTED PRIOR TO ACCEPTANCE BY THE DISTRICT. AIR TEST SHALL BE PER UNI-B-6; MANHOLE TEST SHALL BE IN ACCORDANCE WITH SECTION 306-1.2.12 OF THE STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION AND CLOSED CIRCUIT TELEVISION INSPECTION PER DISTRICT STANDARDS.
- A PROPERTY LINE CLEANOUT WILL BE INSTALLED, 51/2" DEEP MINIMUM, OUTSIDE OF RIGHT- OF-WAY LINE. THE 1/8 BEND AND 45° WYE CONNECTION SHALL BE POLYVINYL CHLORIDE (PVC) OR ACRYLONITRILE BUTADIENE STYRENE (ABS).
- PROTECT PIPE, JOINTS, LINING AND COATING, AND BED PIPE CAREFULLY TO PROVIDE CONTINUOUS BEARING AND PREVENT UNEVEN SETTLEMENT. PIPE SHALL BE PROTECTED AGAINST FLOTATION AT ALL TIMES. OPEN ENDS OF THE INSTALLED SEWER PIPE SHALL BE SEALED AT ALL TIMES WHEN CONSTRUCTION IS NOT IN PROCESS.
- PIPE JOINTS SHALL NOT BE DEFLECTED GREATER THAN 80% OF THE MAXIMUM ANGLE RECOMMENDED BY THE PIPE MANUFACTURER.
- SEWER AND WATER PIPE TRENCH BACKFILL SHALL BE IN ACCORDANCE WITH EVMWD STANDARD DRAWINGS S-1 & W-3 AND THE GOVERNING AGENCY. A FULL TIME SOILS TECHNICIAN MUST BE ONSITE DURING BACKFILLING AND COMPACTION.
- ALL SERVICE LATERALS SHALL BE LOCATED AT RIGHT ANGLES TO THE MAIN UNLESS OTHERWISE INDICATED ON THE PLANS AND ACCEPTED BY EVMWD. MATERIALS FOR LATERALS SHALL MEET EVMWD SPECIFICATIONS. SEWER ELEVATIONS SHOWN ARE FLOWLINE (CONDUIT INVERT).
- MINIMUM COVER FOR ALL WATER MAINS LESS THAN 12 INCHES IN DIAMETER SHALL BE 3.5 FEET. WATER MAINS 12 INCHES AND GREATER SHALL HAVE A MINIMUM COVER OF 4 FEET. MAXIMUM COVER FOR WATER MAINS SHALL BE 8 FEET, UNLESS ACCEPTED BY THE EVMWD ENGINEERING MANAGER.
- WHEREVER VALVES ARE TO BE INSTALLED, THE INVERT SLOPE OF THE MAIN SHALL NOT EXCEED SIX PERCENT. VALVES SHALL BE LOCATED SO THAT THERE WILL BE A MINIMUM CLEARANCE OF 6 INCHES BETWEEN THE TOP OF THE VALVE AND THE BOTTOM OF THE VALVE BOX COVER AT STREET SECTIONS.
- THE MINIMUM CLEARANCE BETWEEN FIRE HYDRANTS AND UTILITY POLES, LIGHT STANDARDS AND SIGN POSTS SHALL BE 3 FEET.
- NO WATER METER BOXES SHALL BE INSTALLED IN DRIVEWAYS OR SIDEWALKS. METER BOXES SHALL BE SET AT HIGH GRADE TO ELIMINATE WATER RUNOFF. INSTALL REDUCED PRESSURE PRINCIPLE OR BACK FLOW DEVICE AFTER IRRIGATION METER. INSTALL A PRESSURE REGULATOR ON HOMES OR BUSINESS IF THE PRESSURE IS OVER 80 PSI. A PRESSURE REGULATOR SHALL BE INSTALLED PRIOR TO ENTERING THE HOUSE/BUILDING PLUMBING.
- ANY CHANGE IN FLOW DIRECTION (BENDS, TEES, FIRE HYDRANTS, ETC.) SHALL UTILIZE RESTRAINED DUCTILE IRON PIPE AND FITTINGS, IN LIEU OF THRUST BLOCKS.
- AIR VALVES SHALL BE INSTALLED AT HIGH POINTS AND BLOWOFFS AT ALL LOW POINTS ON THE LINE AS PER EVMWD STANDARD DRAWINGS W-16, W-17, AND W-19.
- IF REQUIRED, A RESERVOIR AND BOOSTER PUMP STATION WILL HAVE TO BE CONSTRUCTED AND IN SERVICE BEFORE ANY SERVICE CAN BE PROVIDED TO THE UNITS CONSTRUCTED WITHIN THIS SUBDIVISION.
- PRIOR TO PAVING THE STREET SECTION, ALL UNDERGROUND FACILITIES WITH LATERALS, INCLUDING BUT NOT LIMITED TO SEWER, WATER, TELEPHONE, ELECTRIC POWER, GAS, CABLE TELEVISION AND DRAINAGE FACILITIES SHALL BE IN PLACE, TESTED AND ACCEPTED BY THE RESPONSIBLE UTILITY/AGENCY.
- HOUSE SLAB ELEVATIONS THAT ARE LOWER THAN THE UPSTREAM MANHOLE RIM ELEVATION SHALL BE EQUIPPED WITH BACKWATER VALVES. THE PROJECT ENGINEER SHALL INDICATE ON THE SEWER LATERAL TABLE WHICH LOTS ARE INVOLVED.
- PRIOR TO THE CONSTRUCTION OF ANY BACKFLOW PROTECTION DEVICE, THE CONTRACTOR SHALL NOTIFY THE DISTRICT BACKFLOW ASSEMBLY INSPECTOR 24 HOURS PRIOR TO THE CONSTRUCTION OF ASSEMBLY. THE DISTRICT BACKFLOW INSPECTOR SHALL PROVIDE FINAL INSPECTION, TESTING AND ACCEPTANCE PRIOR TO TURNING ON THE WATER SUPPLY.
- SURVEY STAKING FOR WATER PIPELINES IS AT 50-FOOT INTERVALS PLUS ALL APPURTENANCES, HORIZONTAL ALIGNMENT CHANGES AND VERTICAL ALIGNMENT CHANGES. SURVEY STAKING FOR SEWER PIPELINES IS AT 25-FOOT INTERVALS PLUS ALL LATERALS, MANHOLES IN AND OUT, APPURTENANCES, CLEANOUTS, HORIZONTAL & VERTICAL ALIGNMENT CHANGES, BEGINNING OF CURVES, AND END OF CURVES.
- ALL WATER VALVES IN UNPAVED AREAS SHALL BE SURROUNDED BY AN ASPHALT PAD INSTALLED IN ACCORDANCE WITH EVMWD STANDARD DRAWING W-27. A VALVE MARKER SHALL BE INSTALLED IN UNPAVED AREAS IN ACCORDANCE WITH EVMWD STANDARD DRAWING W-28.
- ALL MANHOLES INSTALLED IN UNPAVED AREAS SHALL BE SURROUNDED BY AN ASPHALT PAD INSTALLED IN ACCORDANCE WITH EVMWD STANDARD DRAWING S-10.
- ALL FACILITIES LOCATED DOWNSTREAM OF THE WATER METER AND FIRE DETECTOR CHECK METER ARE PRIVATE AND ARE TO BE MAINTAINED BY THE OWNER.
- INTERIOR OFF SEWER MANHOLES SHALL RECEIVE SPRAY-ON EPOXY COATING OR POLYURETHANE LINING. REFER TO ACCEPTED MATERIALS GUIDELINE LIST FOR APPROVED MANUFACTURER.

Underground Service Alert TWO WORKING DAYS BEFORE YOU DIG		THE DESIGN AND CONSTRUCTION OF THE PROJECT AS WELL AS THE ACCURACY OF FIGURES, ARE THE RESPONSIBILITY OF THE DESIGN ENGINEER. PLAN CHECK SERVICES BY E.V.M.W.D., WILL BE LIMITED TO ADHERENCE OF THE DISTRICT'S STANDARDS, MATERIALS, QUANTITIES AND SIZE OF FACILITIES, AS THEY RELATE TO THE SERVICE DEMANDS OR THE APPROVED MASTER PLAN.		BENCHMARK ELEVATION: 1291.72 DATE: SEPTEMBER 1993 DATUM: NVDG29 DESCRIPTION: SEE DESCRIPTION ON TITLE SHEET		"THESE PLANS HAVE BEEN REVIEWED FOR COMPLIANCE WITH THE APPROPRIATE CONDITIONS OF DEVELOPMENT AND/OR CITY AND STATE LAWS, AND A PERMIT CAN BE ISSUED." CITY ENGINEER _____ RCE# _____ EXPIRATION DATE _____		VERIFY SCALES BAR IS ONE INCH ON ORIGINAL DRAWING 0 1 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY			
WATER/SEWER APPROVED BY: ELSINORE VALLEY MUNICIPAL WATER DISTRICT		REV BY DATE REVISIONS APPR. DATE		SUBMITTED BY: TRENTON C. BRUDIN R.C.E. 90924 EXP. 3/31/24		PLANS PREPARED BY: 1861 W. Redlands Blvd. Redlands, Ca. 92373 909.890.1255		ELSINORE VALLEY MUNICIPAL WATER DISTRICT PARKING LOT IMPROVEMENTS STREET IMPROVEMENT PLAN TITLE SHEET		SHEET NO. 1 OF 4 SHTS FILE NO.	
ASSISTANT GENERAL MANAGER APPROVAL VALID FOR 2 YEARS FROM DATE SIGNED DEPARTMENT APPROVALS		DESIGNED BY: SH DRAWN BY: SH CHECKED BY: TB		04/24/2023 DATE:		Engineering Resources of Southern California		P.Z.:			



- (1) REMOVE EXISTING AC GUTTER
- (2) CONSTRUCT 6' CONCRETE SIDEWALK PER CITY OF LAKE ELSINORE STD. DWG. 210
- (3) RESIDENTIAL DRIVEWAY PER CITY OF LAKE ELSINORE STD. DWG. 117, W=18'
- (4) CONSTRUCT RAMP PER CITY OF LAKE ELSINORE STD. 214B, TYPE II
- (5) REMOVE EXISTING PAVEMENT AND BASE TO A DEPTH OF 1.15'. SCARIFY TOP 12", WATER CONDITION AND COMPACT TO 95%. RECONSTRUCT 0.3' AC ON 0.85' CMB
- (6) CONSTRUCT 0.3' AC ON 0.85' CMB (SIMULTANEOUS WITH CONST. NOTE 5)
- (7) CONSTRUCT 6"-6" WIDE CONCRETE CROSS GUTTER PER CITY OF LAKE ELSINORE STD. DWG. 209
- (8) REMOVE EXISTING STREET LIGHT
- (9) CONSTRUCT TYPE 6 CURB & GUTTER PER CITY OF LAKE ELSINORE STD. DWG. 200
- (10) CONSTRUCT 3' WIDE CONCRETE CROSS GUTTER PER CITY OF LAKE ELSINORE STD. DWG. 209 (MODIFIED), PER DETAIL "A", THIS SHEET
- (11) RELOCATE EXISTING SIGN PER CITY OF LAKE ELSINORE STA. DWG. 400B
- (12) REMOVE EXISTING TREE
- (13) CONSTRUCT 4" ASPHALT DIKE TYPE E PER CALTRANS STANDARD PLAN AB7B
- (14) CONSTRUCT PARKWAY CULVERT TYPE "A" PER CITY OF LAKE ELSINORE STD. DWG. 300A (MODIFIED), PER DETAIL "C", THIS SHEET
- (15) REMOVE EXISTING CURB
- (16) CONSTRUCT DEPRESSION IN CURB AT DRIVEWAY APPROACH PER LAKE ELSINORE STD. DWG. 117. W=12'
- (17) CONSTRUCT 3" THICK AC PAVEMENT DRIVEWAY APRON OVER 90% COMPACTED NATIVE; FROM BACK OF CURB TO RIGHT-OF-WAY. W=12'
- (18) INSTALL THERMOPLASTIC PAVEMENT MARKING PER CALTRANS STD. PLAN A24D. AS NOTED ON THE PLAN
- (19) INSTALL THERMOPLASTIC LIMIT LINE (STOP LINE) PER CALTRANS STD. RSP A24G
- (20) ADJUST TO GRADE EXISTING VALVE
- (21) 0.15' GRIND AND OVERLAY PER DETAIL "B" ON SHEET 2
- (22) INSTALL "BASIC" THERMOPLASTIC CROSSWALK LINES PER CALTRANS STD. PLAN A24F. PROVIDE 24" SPACING FROM FLARES PER CALTRANS STD. PLAN A88A, DETAIL "B"
- (23) CONSTRUCT 0.3' OVER 0.85' CMB

	CONSTRUCT FULL DEPTH AC IMPROVEMENTS
	CONSTRUCT PCC IMPROVEMENTS
	REMOVE EXIST. PAVEMENT AND RECONSTRUCT PER PLAN
	LANDSCAPE AREA
	BIO-RETENTION AREA



SHEET NO.	#
2	0
4 SHTS	W
NO.	C

P.Z.:

07007

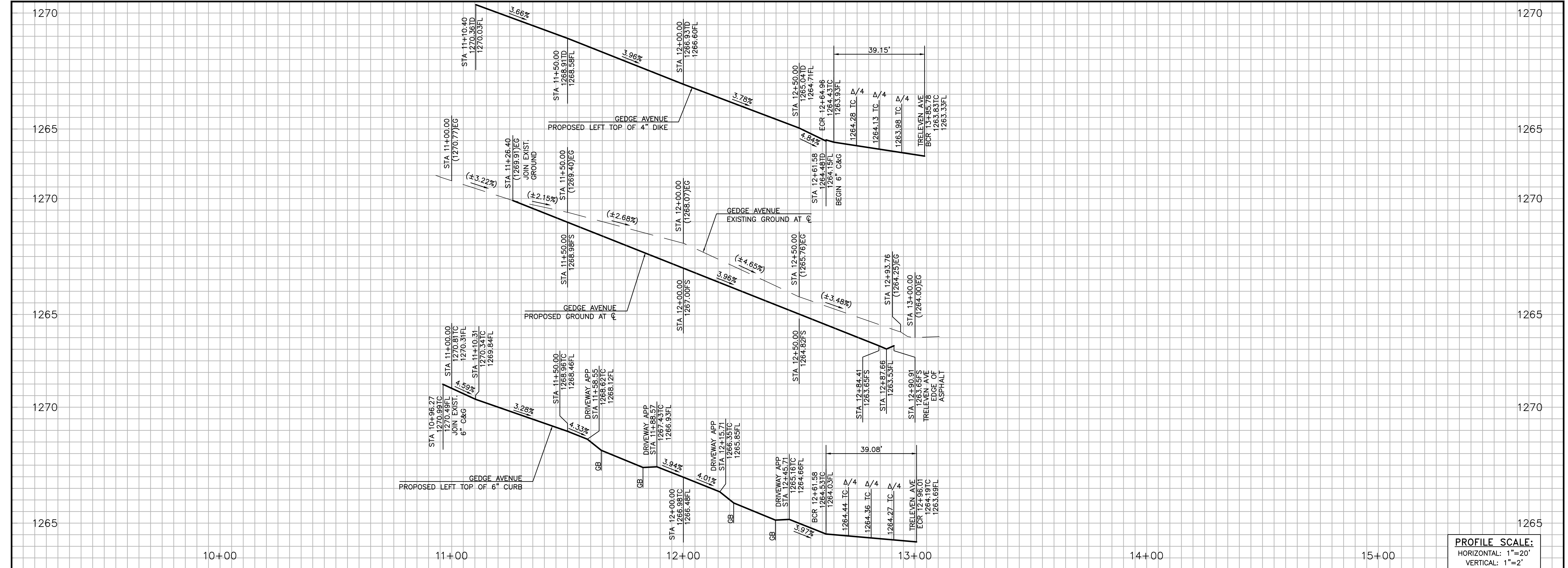


EXHIBIT B

COMBINED PERCENT SHARE

[See Attached]

EXHIBIT B
STREET IMPROVEMENTS COMBINED PERCENT SHARE

ITEM	DESCRIPTION	UNIT	QUANTITY	EVMWD %	LE %
1	Mobilization, Bonds, Permits, Site Cleanup, Demobilization	LS	1	85%	15%
2	Temporary Erosion Control/Storm Water Pollution Control Plan (WPCP), BMP	LS	1	100%	0%
3	Traffic Control Plans And Traffic Control/Safety	LS	1	67%	33%
4	Pre/Post Construction Video And Photographs	LS	1	100%	0%
5	Grading	LS	1	100%	0%
6	Concrete Sidewalk Improvments, Driveway Approaches And Parking Space "Step-Outs"	SF	4000	93%	7%
7	Parkway Culverts ("Underwalk Drains")	EA	3	100%	0%
8	Concrete Curb And Gutter, Standalone Curb, Curbcuts And Cross Gutter Improvements	LF	1510	79%	21%
9	Concrete: Pedestrian Ramps and Spandrels	EA	2	100%	0%
10	Precast Concrete Items				
10.1	Precast Parking Bumpers	EA	14	100%	0%
10.2	Precast Manhole	EA	1	100%	0%
11	Masonry Screening Wall	LF	350	100%	0%
12	Solar Site Lighting	EA	5	100%	0%
13	Bioretention Facility Bmp (Including Pump, Piping, Outlet Grate And River Rock)	LS	1	100%	0%
14	Landscaping and Irrigation	LS	1	100%	0%
15	Paving And Base: Treleven, Gedge, Driveway "Aprons" And On-Site	SF	40000	52%	48%
16	Signing And Striping: Treleven, Gedge, On-Site And Existing Parking Lot	LS	1	100%	0%
17	Remove Existing AC & Base: Treleven, Gedge	SF	14000	17%	83%
18	Demolition, Clearing and Grubbing	LS	1	49%	51%
19	Electrical	LS	1	100%	0%
20	4" Asphalt Dike	LF	155	0%	100%

