

3) **Cooperative Funding Agreement Between Elsinore Valley Municipal Water District and the City of Lake Elsinore for the Construction of Street Improvements Adjacent to EVMWD Parking Lot at Gedge Ave. and Treleven Ave.**

Approve and authorize the City Manager to execute the Cooperative Funding Agreement, with Elsinore Valley Municipal Water District (EVMWD), for the EVMWD Parking Lot and Street Improvements Project in the not-to-exceed amount of \$178,673.34 in final form as approved by the City attorney.



REPORT TO CITY COUNCIL

To: Honorable Mayor and Members of the City Council

From: Jason Simpson, City Manager

Prepared by: Remon Habib, City Engineer

Date: September 26, 2023

Subject: Cooperative Funding Agreement Between Elsinore Valley Municipal Water District and the City of Lake Elsinore for the Construction of Street Improvements Adjacent to EVMWD Parking Lot at Gedge Ave. and Treleven Ave.

Recommendation

Approve and authorize the City Manager to execute the Cooperative Funding Agreement, with Elsinore Valley Municipal Water District (EVMWD), for the EVMWD Parking Lot and Street Improvements Project in the not-to-exceed amount of \$178,673.34 in final form as approved by the City attorney.

Background

This agreement will establish the funding and construction of the two (2) agencies involved in the EVMWD Parking Lot and Street Improvements Project delivery.

The total cost of the EVMWD Parking Lot and Street Improvements Project shall be split between EVMWD and the CITY based on the percentages shown on Exhibit "B" of the Agreement. The City contribution of the Street Improvement portion of the project shall not exceed One Hundred Seventy-Eight Thousand Six Hundred Seventy-Three Dollars and Thirty-Four Cents (\$178,673.34).

The Implementing Agency is the party responsible for managing the scope, cost, schedule, and quality of the work activities and products of a project component. EVMWD is the Plans, Specifications, and Estimate (PS&E) Implementing Agency.

Discussion

Parties will manage the work schedule to ensure the timely use of obligated funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. Parties will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks. EVMWD is planning a parking lot

on EVMWD vacant land located at the corner of Treleven Avenue and Gedge Avenue and half street improvements along the project frontage of Treleven Avenue and Gedge Avenue The City has much needed street improvements to complete within Treleven Avenue and Gedge Avenue, the City and EVMWD have determined that it is more economical to have EVMWD complete the Street Improvement Project under its contract for the Project. The City's contribution is based on actual bid results from the low bidder. The Low Bidder is Roadway Engineering and Construction Corp.

Fiscal Impact

The City will reimburse EVMWD the City's contribution of the Street Improvement portion of the project the amount of One Hundred Seventy-Eight Thousand Six Hundred Seventy-Three Dollars and Thirty-Four Cents (\$178,673.34). Funds are allocated within the adopted CIP Budget.

Attachments

Attachment 1- Agreement and Exhibits

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

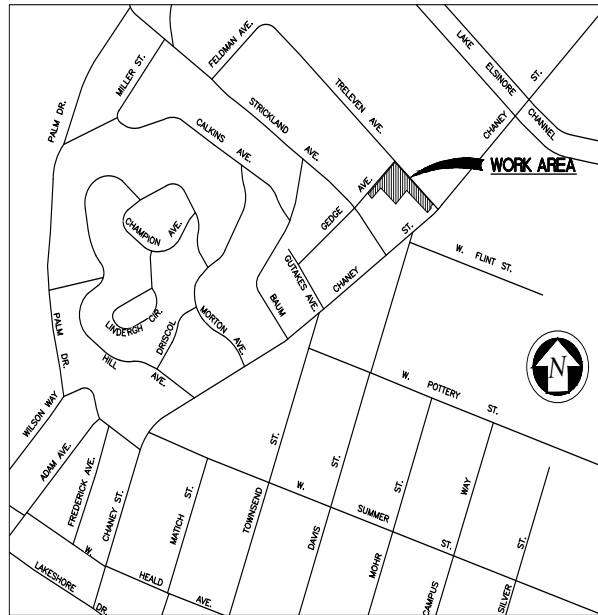
EXHIBIT A

STREET IMPROVEMENTS PROJECT

[See Attached]

IN THE CITY OF LAKE ELSINORE

1. THE CONTRACTOR SHALL CONFORM TO THE ELSHORE VALLEY MUNICIPAL WATER DISTRICT (EVMWD) DESIGN AND CONSTRUCTION STANDARDS FOR WATER, RECYCLED WATER AND SANITARY SEWER FACILITIES.
2. CONSTRUCTION MATERIALS, TESTING AND INSPECTION SHALL COMPLY WITH STANDARDS AND SPECIFICATIONS AND SHALL MEET OR EXCEED THE REQUIREMENTS OF THE GOVERNING AGENCY. THE AGENCY SPECIFIED CONSTRUCTION (FRESH BODIES) AND FINA HEREIN AND ACCEPTANCE OF THE MATERIALS AND MATERIALS (AS) STANDARDS. FAILURE TO MEET ANY OF THE ABOVE REQUIREMENTS SHALL BE CAUSE FOR REJECTION.
3. THE CONTRACTOR SHALL NOTIFY EVMWD (5) FIVE WORKING DAYS PRIOR TO BEGINNING WORK (951) 674-3146.
4. DEPTH AND LOCATION OF EXISTING UNDERGROUND UTILITIES SHALL BE DETERMINED BY THE CONTRACTOR BY PHOTOGRAPHY AND A FIELD SURVEY OF ELEVATIONS AND SHALL BE GIVEN TO THE INSPECTOR TO PRETENDING. THE CONTRACTOR SHALL ALSO CONTACT UNDERGROUND SERVICE ALERT (811) PRIOR TO ANY EXCAVATION WORK.
5. ALL CONSTRUCTION AND OPERATIONS BY THE CONTRACTOR SHALL BE IN ACCORDANCE WITH CAL-OSHA REQUIREMENTS.
6. 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. CHANGES TO THE CONTRACTOR'S DESIGN (FRESH BODIES) AND FINA HEREIN AND ACCEPTANCE OF THE MATERIALS AND MATERIALS (AS) STANDARDS. FAILURE TO MEET ANY OF THE ABOVE REQUIREMENTS SHALL BE CAUSE FOR REJECTION.
7. WHERE THE WATER MAIN AND SEWER CROSS THROUGH MAIN PIPE LINES, 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.
8. SEPARATION OF SEWER AND WATER LINES MUST COMPLY WITH EVMWD STANDARD PLANS 5-3 OR 10-2 AND SHALL MEET OR EXCEED THE REQUIREMENTS OF THE STATE OF CALIFORNIA, DEPARTMENT OF PUBLIC HEALTH TITLE 22, CHAPTER 16, ARTICLE 4, SECTION 4572.
9. CONNECTIONS TO EXISTING EVMWD SEWER OR WATER LINES SHALL BE IN ACCORDANCE WITH STANDARD EVMWD PROCEDURES AND SHALL NOT BE MADE WITHOUT EVMWD INSPECTOR'S PRESENCE.
10. WHERE AN INSULATED COPER SOLID CORE TO 10-12 INCHES SHALL BE PLACED WITH EACH SEWER MAIN TO ASSIST WITH FUTURE LOCATION. WARNING TAPE SHALL BE PLACED AT LEAST 6" ABOVE SEWER MAIN & WATER 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.
11. 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 CLOSURE AT THE CONCLUSION OF EACH DAY. OPEN TRENCH LIMITS ARE SUBJECT TO CITY REQUIREMENTS.
12. SURFACE IMPROVEMENTS DAMAGED OR REMOVED AS A RESULT OF THE CONTRACTOR'S OPERATIONS SHALL BE RECONSTRUCTED BY THE CONTRACTOR TO THE LOCAL GOVERNING AGENCIES REQUIREMENTS. THE CONTRACTOR'S EXPENSE.
13. ALL REVISIONS TO THESE DRAWINGS MUST BE APPROVED BY EVMWD ENGINEERING MANAGER.
14. IT IS THE PROJECT ENGINEER'S RESPONSIBILITY TO THE OUT ANY EXISTING STREET MONUMENTATION EITHER VISIBLE OR BURIED, PRIOR TO CONSTRUCTION.
15. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROTECT ANY STREET MONUMENTATION IN PLACE. IF ANY MONUMENT IS DESTROYED 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.
16. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES 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 PRECAUTION MEASURES TO AVOID ANY UNDERGROUND 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.
17. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER OR CONTRACTOR TO APPLY FOR ANY NECESSARY ENCROACHMENT PERMIT FROM ALL GOVERNING AGENCIES.
18. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DEVELOP TO STAMP A 2" HIGH "S", "W" OR "W" ON THE CURB FACE AT ALL SEWERS, WATER, AND IRRIGATION LATERALS AT THE LOCATION WHERE THE LATERAL PASSES BETWEEN THE CURB. A "W" SHALL BE STAMPED ON THE CURB FACE AT ALL LATERALS.
19. A STEEL ROD OR STAKE AT ABOVE THE GROUND OR 10 INCH COPER W/ 1/2" COPER CAP SHALL BE INSTALLED AT THE END OF EACH LATERAL TO ASSIST IN LOCATING AT A LATER DATE. IN NEW TRENCH CONSTRUCTION A 3/8" PIPE W/ 2" X 24" X 72" BOARD SHALL BE USED TO MARK THE ENDS OF LATERALS.
20. ALL SEWERS SHALL BE GALVEZ, AIR TESTED, MANHOLE TRENCH 308-1122 OF THE STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION BE PERFORMED OR CURED-8 INCHES.
21. THE CONTRACTOR SHALL BE REQUIRED TO INSTALL TELEVISION INSPECTION PIPES 308-1122 OF THE STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION BE PERFORMED OR CURED-8 INCHES.
22. A PROPERTY LINE CLEANOUP 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 ACETALUMINUM BUTADIENE STYRENE (ABS).
23. PROTECT PIPE, JOINTS, LINING AND COATING, AND BED PIPE CAREFULLY TO PROVIDE CONTINUOUS BARRIER AND PREVENT UNIFORM SETTLEMENT. PIPE SHALL BE PROTECTED AGAINST FLOODING AT ALL TIMES. OPEN ENDS OF THE INSTALLED SEWER PIPE SHALL BE SEALED AT ALL TIMES WHEN CONSTRUCTION IS NOT IN PROGRESS. PIPE JOINTS SHALL NOT BE DEFLECTED GREATER THAN 80% OF THE MAXIMUM SLOPE RECOMMENDED BY THE PIPE MANUFACTURER.
24. SEWER AND WATER TRENCH BACKFILL SHALL BE IN ACCORDANCE WITH EVMWD STANDARD DRAWINGS S-1 & B-3 AND THE GOVERNING AGENCY. A FULL TIME SOIL REMEDIATION MUST BE OBTAINED BEFORE BACKFILLING AND CLOSURE.
25. ALL SERVICE LATERALS SHALL BE LOCATED AT RIGHT ANGLES TO THE MAIN UNLESS OTHERWISE NOTED ON THE PLANS AND ACCEPTED BY EVMWD. MATERIALS FOR LATERALS SHALL MEET EVMWD SPECIFICATIONS. SEWER LATERALS SHALL BE FLOWLINE (CONDUIT INVERTED).
26. MINIMUM COVER FOR ALL WATER MAINS SHALL BE 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 18 INCHES. ACCEPTED BY THE EVMWD ENGINEERING MANAGER.
27. WHEREVER VALVES ARE TO BE INSTALLED, THE INVERT DEPTH OF THE MAIN SHALL NOT EXCEED SIX PERCENT. VALVES SHALL BE LOCATED SO THAT THERE WILL BE A MINIMUM CLEARANCE OF 18 INCHES BETWEEN THE TOP OF THE MAIN AND THE TOP OF THE VALVE.
28. THE MINIMUM CLEARANCE BETWEEN FRESH FLOWING AND UTILITY PIPES, LIGHT STANDARDS AND SUCH PIPES SHALL BE 3 FEET.
29. NO WATER BODIES SHALL BE INSTALLED IN DRAINWAYS OR SIDEWALKS. WATER BODIES SHALL BE SET AT HIGH GRADE TO ELIMINATE WATER RUNOFF. INSTALL REDUCED PRESSURE PRINCIPLE OR BACK FLOW DEVICE AFTER IRRIGATION WATER. 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.
30. ANY CHANGE IN FLOW DIRECTION (BENDS, TEES, FRESH FLOWS, ETC.) SHALL UTILIZE RESTRAINED DUCTILE IRON PIPE AND FITTINGS, IN LIEU OF THRUST BLOCKS.
31. 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.
32. IF REQUIRED, A RESERVOIR AND BOOSTER PUMP STATION WILL HAVE TO BE CONSTRUCTED AND IN SERVICE BEFORE ANY SERVICE CAN BE PROVIDED TO THE LINES CONSTRUCTED WITHIN THIS SUBDIVISION.
33. PRIOR TO FINISH THE STREET SECTION, THE CONTRACTOR SHALL LOCATE UNDERGROUND UTILITIES, INCLUDING BUT NOT LIMITED TO SEWER, WATER, TELEPHONE, ELECTRIC POWER, GAS, CABLE, TELEVISION SHALL BE IN PLACE, LOCATED, TESTED AND ACCEPTED BY THE RESPONSIBLE UTILITY AGENCY.
34. HOUSE SLAB ELEVATIONS THAT ARE LOWER THAN THE UPSTREAM MANHOLE RIM ELEVATION SHALL BE EQUIPPED WITH BACKFLOW VALVES. THE PROJECT ENGINEER SHALL INDICATE ON THE SEWER LATERAL TABLE WHICH LOTS ARE INVOLVED.
35. PRIOR TO THE CONSTRUCTION OF ANY BACKFLOW PROTECTION DEVICE, THE CONTRACTOR SHALL NOTIFY THE DISTRICT BACKFLOW INSPECTION INSPECTOR 24 HOURS PRIOR TO THE CONSTRUCTION OF ASSEMBLY. THE BACKFLOW INSPECTION INSPECTOR SHALL PROVIDE FINAL INSPECTION, TESTING AND ACCEPTANCE PRIOR TO TURNING ON THE WATER MAIN.
36. SURVEY STAKING FOR WATER PIPES IS AT 50-FOOT INTERVALS PLUS ALL APPURTENANCES, HORIZONTAL ALIGNMENT CHANGES AND VERTICAL ALIGNMENT CHANGES. SURVEY STAKING FOR SEWER PIPES IS AT 25-FOOT INTERVALS PLUS ALL APPURTENANCES, LATERALS, MANHOLES IN AND OUT, APPURTENANCES, CLEANOUPS, HORIZONTAL & VERTICAL ALIGNMENT CHANGES, BENDS OF CURVES, AND END OF CURVES.
37. ALL WATER VALVES IN UNIMPAVED AREAS SHALL BE SURROUNDED BY AN ASPHALT PAD INSTALLED IN ACCORDANCE WITH EVMWD STANDARD DRAWING W-27. A VALVE W/ 1/2" VALVE SHALL BE INSTALLED IN UNIMPAVED AREAS IN ACCORDANCE WITH EVMWD STANDARD DRAWING W-28.
38. ALL MANHOLES INSTALLED IN UNIMPAVED AREAS SHALL BE SURROUNDED BY AN ASPHALT PAD INSTALLED IN ACCORDANCE WITH EVMWD STANDARD DRAWING S-10.
39. ALL UTILITIES LOCATED DOWNSTREAM OF THE WATER MAIN AND FRESH FLOW DETECTOR CHECK MAIN ARE PRIVATE AND ARE TO BE MAINTAINED BY THE OWNER.
40. INTERIOR OFF SEWER MANHOLES SHALL RECEIVE SPRAY-ON EPOXY COATING OR POLYURETHANE LINING. REFER TO ACCEPTED MATERIALS GUIDELINE LIST FOR APPROVED MANUFACTURER.















VICINITY MAP
NO SCALE

THE BENCHMARK FOR THIS PROJECT IS LOCATED AT THE Y INTERSECTION OF POTTERY STREET, TOWNSEND STREET, AND CHANEY STREET, 34.0 FEET NORTHEASTER ALONG TOWNSEND STREET FROM THE INTERSECTION OF TOWNSEND STREET AND POTTERY STREET, 19.0 FEET NORTHWESTERLY 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.

BEARING AT THE CENTERLINE OF TRELEVEN AVENUE N46°42'05"W PER MB 16/4



 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

1. 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 RESPONSIBLE FOR PRELIMINARY MEASURES FOR THE PROTECTION OF ALL UTILITIES, PIPES OR STRUCTURES. OTHERWISE SHOWN ON THESE PLANS OR NOT, ANY UTILITIES 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.
2. THE CONTRACTOR SHALL BE FAMILIAR WITH ALL CODES AND STANDARD SPECIFICATIONS FOR PUBLIC WORKS (LATEST EDITION), AND STANDARD DRAWING OF THE COUNTY OF RIVERSIDE, IF IT IS THE CONTRACTOR'S RESPONSIBILITY TO BE FAMILIAR WITH THESE STANDARDS AND CODES AT ALL TIMES.
3. THE CONTRACTOR SHALL NOTIFY THE CITY PUBLIC WORKS INSPECTOR, 7001 MONTEAGUE (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, FORTY-EIGHT HOURS PRIOR TO BEGINNING ANY WORK.
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES IN ACCORDANCE WITH CALIFORNIA TRENCHING MANUAL AT ALL TIMES DURING CONSTRUCTION, AS APPROVED BY THE CITY ENGINEER OR HIS REPRESENTATIVE. FAILURE TO DO SO SHALL REQUIRE IMMEDIATE WORK STOPPAGE.
5. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE A DEPENDABLE REPRESENTATIVE AT THE JOB SITE, AT ALL TIMES DURING CONSTRUCTION.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES, PIPES OR STRUCTURES. THE CONTRACTOR SHALL ALSO CONTACT UNDERGROUND SERVICE ALERT (CUSA) AT 1-800-422-4133, AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO BEGINNING WORK.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA AND RELOCATION AND COST OF ALL EXISTING UTILITIES. SUBGRADE SHALL BE TO THE TOP OF EXISTING UTILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES, PIPES OR STRUCTURES.
8. ALL UNDERGROUND FACILITIES AND LATENTS INCLUDING BUT NOT LIMITED TO SEWER, WATER, TELEPHONE, ELECTRICITY, GAS AND DRAINAGE FACILITIES, SHALL BE IN PLACE PRIOR TO PAVING THE STREET SECTION.
9. ALL STREET SECTIONS ARE TENTATIVE. ADDITIONAL FIELD SURVEY AND TESTS WILL BE TAKEN AFTER ROUGH GRADING, TO DETERMINE THE EXACT SECTION REQUIREMENTS. REVISIONS SHOWN ARE FOR INFORMATION ONLY.
10. ALL EXISTING UNDERGROUND UTILITIES AND STRUCTURES MUST BE PHOTOGRAPHED 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 ENGINEER OF RECORD FOR APPROVAL.
11. 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.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES, PIPES OR STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES, PIPES OR STRUCTURES. 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.
13. IF AN ENCROACHMENT PERMIT IS REQUIRED DURING THE DISTRICT NO. 8 OFFICE OF CALTRANS, PLEASE MAKE REFERENCE TO THIS FACT IN THE GENERAL NOTE SECTION OF THE IMPROVEMENT PLANS.

1. 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 HARMLESS 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.

2. ALL UNDERGROUND UTILITIES OR STRUCTURES, REPORTED OR FOUND ON PUBLIC RECORDS, ARE INDICATED WITH THEIR APPROXIMATE LOCATION AND EXTENT. CONTRACTOR SHALL ACCEPT THESE PLANS OR CONSIDERING WITH THE IMPROVEMENTS HEREIN, AGREES TO RESOLVE LIABILITY AND HOLD THE ENGINEER HARMLESS 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 AVOID ANY DAMAGE TO ANY OTHER UTILITIES OR STRUCTURES ON THE PROJECT SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF ALL UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.

3. 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.

4. QUANTITIES SHOWN HEREIN ARE PROVIDED FOR GUIDING PURPOSES ONLY. CONTRACTORS SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES PRIOR TO BEGINNING CONSTRUCTION.

DATE _____

REGISTERED PROFESSIONAL ENGINEER
TRENTON C BRUDIN
No. 90924
CIVIL
STATE OF CALIFORNIA

DATE: 04/24/2023

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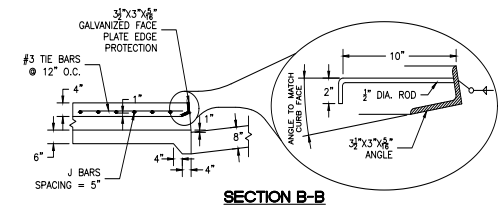
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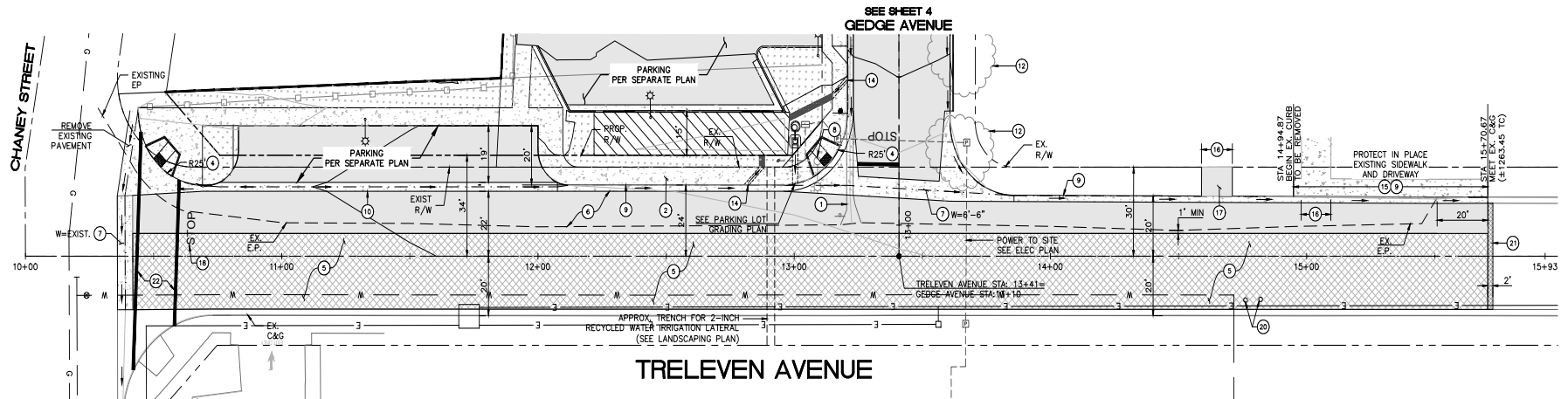
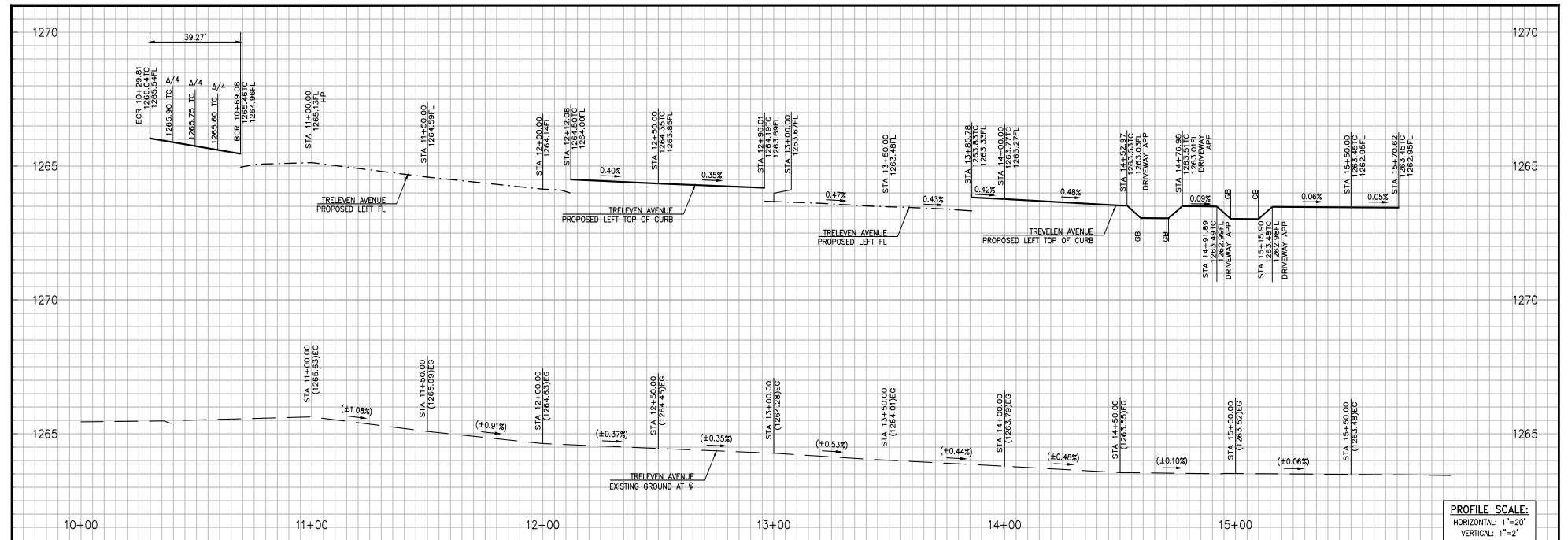
Resources of Southern

TITLE SHEET

FILE NO. 100-443888-100

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CONSTRUCTION NOTES

- ① REMOVE EXISTING AC GUTTER
- ② CONSTRUCT 6" CONCRETE SIDEWALK PER CITY OF LAKE ELSINORE STD. DWG. 210
- ③ CONSTRUCT RAMP PER CITY OF LAKE ELSINORE STD. 214B, TYPE II
- ④ REMOVE EXISTING PAVEMENT AND BASE TO A DEPTH OF 1.15'. SCARIFY TOP 12" OF SUBBASE, WATER CONDITION AND COMPACT TO 95%. RECONSTRUCT 0.3' AC ON 0.85' CMB
- ⑤ CONSTRUCT 0.3' AC ON 0.85' CMB (SIMULTANEOUS WITH CONST. NOTE 5)
- ⑥ CONSTRUCT CONCRETE CROSS GUTTER PER CITY OF LAKE ELSINORE STD. DWG. 209, WIDTH PER PLAN.
- ⑦ REMOVE EXISTING STREET LIGHT
- ⑧ CONSTRUCT TYPE 6 CURB & GUTTER PER CITY OF LAKE ELSINORE STD. DWG. 200
- ⑨ CONSTRUCT 3' WIDE CONCRETE CROSS GUTTER PER CITY OF LAKE ELSINORE STD. DWG. 209 (MODIFIED), PER DETAIL "A", ON SHEET 2
- ⑩ CONSTRUCT PARKWAY CULVERT TYPE "A" PER CITY OF LAKE ELSINORE STD. DWG. 300A (MODIFIED), PER DETAIL "C", ON SHEET 2
- ⑪ REMOVE EXISTING CURB
- ⑫ CONSTRUCT DEPRESSION IN CURB AT DRIVEWAY APPROACH PER LAKE ELSINORE STD. DWG. 117, W=12"
- ⑬ CONSTRUCT 3" THICK AC PAVEMENT DRIVEWAY APRON OVER 90% COMPACTED NATIVE; FROM BACK OF CURB TO RIGHT-OF-WAY, W=12"
- ⑭ INSTALL THERMOPLASTIC PAVEMENT MARKING PER CALTRANS STD. PLAN A24D, AS NOTED ON THE PLAN
- ⑮ INSTALL THERMOPLASTIC LIMIT LINE (STOP LINE) PER CALTRANS STD. PLAN A24E
- ⑯ ADJUST TO GRADE EXISTING VALVE
- ⑰ JOIN EXISTING PAVEMENT PER DETAIL "B" ON SHEET 2
- ⑱ INSTALL "BASIC" THERMOPLASTIC CROSSWALK LINES PER CALTRANS STD. PLAN A24F. PROVIDE 24" SPACING FROM FLARES PER CALTRANS STD. PLAN A88A, DETAIL "B"

Underground Service Alert



TWO WORKING DAYS BEFORE YOU DIG

BASIS OF BEARING

ELEVATION: 1291.72
DATE: SEPTEMBER 1993
DESCRIPTION: SEE TITLE SHEET

VERIFY SCALES

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

REV	BY	DATE	REVISIONS	APPR	DATE

DESIGNED BY: SH DRAWN BY: SH CHECKED BY: TB



SUBMITTED BY:

TRENTON C. BRUDIN
R.C.E. 90924
EXP. 3/31/24

PLANS PREPARED BY:



Engineering Resources of Southern California

1951 W. Redlands Blvd.
Redlands, Ca. 92373
909.890.1255

04/24/2023
DATE:

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

PARKING LOT IMPROVEMENTS
STREET IMPROVEMENT PLAN
TRELEVEN AVENUE

P.Z.:

SHEET NO.

3

OF 4 SHTS

FILE NO.



SCALE: 1"=20'

FEET

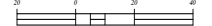


EXHIBIT B

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%

