

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

712



FROM: Economic Development Agency

SUBMITTAL DATE:
October 27, 2011

SUBJECT: Riverside County Regional Medical Center Trauma/Custody/Urgent Care/Sexual Assault
Response Team Expansion - Phase 1, 2, and 3 Approval of Services Agreements

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to execute the attached agreement with Southern California Edison in the amount of \$44,860;
2. Approve and authorize the Chairman of the Board to execute the attached agreement with Southern California Gas in the amount of \$19,345;
3. Approve and authorize the Chairman of the Board to execute the attached agreement with Eastern Municipal Water District in the amount of \$29,124; and

(Continued)

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY Samuel Wong 10/26/11
SAMUEL WONG

Robert Field
Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 93,329	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: RCRMC Enterprise Fund

Positions To Be
Deleted Per A-30 ☐
Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

BY: Jennifer L. Sargent
County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Stone and duly carried by
unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: November 8, 2011
xc: EDA, RCRMC, Auditor

Kecia Harper-Ihem
Clerk of the Board
By [Signature]
Deputy

Prev. Agn. Ref.: 3.44 of 02/08/11; 3.40 of 04/04/10

District: 5

Agenda Number

3.6

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

RECOMMENDED MOTION: (Continued)

4. Delegate authority to the Assistant County Executive Officer/EDA, or his designee, for amendments up to 10% of the contract amount for the contracts with Southern California Edison, Southern California Gas, and Eastern Municipal Water District.

BACKGROUND:

On February 8, 2011 the Board of Supervisors approved a construction contract with ASR Constructors. The services agreements presented herein are required for the extension of facilities as part of the construction contract.

All costs associated with this project will be fully funded by Riverside County Regional Medical Center Enterprise Fund.

SOUTHERN CALIFORNIA EDISON COMPANY
ADDED FACILITIES AGREEMENT
APPLICANT FINANCED

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

County of Riverside

("Applicant") and Southern California Edison Company ("SCE"), referred to collectively as "Parties" and individually as "Party", agree, as an accommodation to the Applicant, that SCE shall install the electric facilities described in Exhibit A, and hereinafter referred to as "Added Facilities", the cost of which shall be borne by the Applicant and which will be located at the service address as shown in Exhibit A. Added Facilities are defined in SCE's Rule 2.H as those which are in addition to, or in substitution for the standard facilities SCE would normally install to provide electric service. The Parties agree as follows:

1. Applicant shall pay to SCE in advance of construction by SCE for the Applicant-Financed Added Facilities, the estimated Total Installed Cost of said Added Facilities, as set forth in Exhibit A. If applicable, said cost shall include the estimated Income Tax Component of Contributions (ITCC), pursuant to SCE's Preliminary Statement as filed with the California Public Utilities Commission ("Commission") and the one-time cost to rearrange existing facilities and/or to provide facilities normally installed by the Applicant.
2. In addition to the payment required under Paragraph 1, the Applicant shall also pay a charge based on the Added Facilities investment in Applicant-Financed Added Facilities, pursuant to SCE's Rule 2.H as filed with the Commission and as changed from time to time by the Commission. The charge for Applicant-Financed Added Facilities is based upon the Added Facilities investment and the replacement coverage option selected by the Applicant, as follows:
 - ☒ (a) Replacement Coverage. The Added Facilities investment amount used as the basis for determining the charge Applicant pays SCE shall not be adjusted whenever Added Facilities are replaced as set forth in Paragraph 12(a). Under this option, Applicant shall pay to SCE, at SCE's sole option, either (SCE to select one):
 - ☒ (1) A Monthly Charge based upon 0.51% times the Added Facilities investment as set forth in Exhibit A.
 - ☐ (2) A One-Time Payment representing the present worth of the Monthly Charge (_____ per month) for the Added Facilities in perpetuity as set forth in Exhibit A.
 - ☐ (b) Replacement Coverage with 20 year Term. The Added Facilities investment amount used as the basis for determining the charge Applicant pays SCE shall not be adjusted for a term of 20 years whenever Added Facilities are replaced as set forth in Paragraph 12(a). Under this option, Applicant shall pay to SCE a Monthly Charge based upon _____ times the Added Facilities investment as set forth in Exhibit A. At the end of the 20 year term, this Agreement terminates in accordance with the provisions of Paragraph 16. If Applicant wants to continue being served from the Added Facilities, Applicant must sign a new Added Facilities Agreement. The new Added Facilities investment amount will be determined on a reconstruction cost new less depreciation (RCNLD) basis.
 - ☐ (c) Without Replacement Coverage. The Added Facilities investment amount used in determining the charge Applicant pays SCE shall be adjusted whenever Added Facilities are replaced as set forth in Paragraph 12(b) and (c). Under this option, Applicant shall pay SCE a Monthly Charge based on _____ times the Added Facilities investment as set forth in Exhibit A.
3. The costs and charges paid by Applicant pursuant to Paragraphs 1 and 2 will normally be based upon estimated costs. When the recorded book costs have been determined by SCE, the charges may be based upon such recorded costs and adjusted retroactively to the date when service was first rendered by means of such Added Facilities. Additional charges resulting from such adjustments will, unless other terms are mutually agreed upon, be payable within thirty (30) days from the date of presentation of a bill therefore. Any credits resulting from such adjustments will, unless other terms are mutually agreed upon, be refunded to Applicant.
4. When SCE elects to provide Added Facilities hereunder on a recorded book cost basis, SCE has the right to revise its estimated costs and bill Applicant using such revised estimated costs during the period preceding determination of the recorded book costs. SCE shall indicate such revisions on Exhibit A or a superseding Exhibit A and provide a copy to Applicant. SCE shall commence billing the charge paid by Applicant pursuant to Paragraph 2 above using such revised estimate not earlier than thirty (30) days from the date the revised estimate is provided to Applicant.

5. The Monthly Charge to be paid by Applicant pursuant to Paragraph 2 above, as determined in Exhibit A, shall automatically increase or decrease without formal amendment to this Agreement if the Commission subsequently authorizes a higher or lower percentage rate in the calculation of the costs of ownership for Added Facilities as stated in Rule 2.H, effective with the date of such authorization. Further, the revised costs of ownership shall also be used to determine the unamortized balance of the One-Time Payment due to termination of service, termination of this Agreement, or otherwise, as provided in Paragraph 16 (a).
6. Where it is necessary to install Added Facilities on Applicant's property, Applicant hereby grants to SCE (a) the right to make such installation on Applicant's property including installation of a line extension along the shortest practical route thereon and (b) the right of ingress to and egress from Applicant's property as determined by SCE in its sole discretion for any purpose connected with the operation and maintenance of the Added Facilities. Applicant shall provide rights-of-way or easements of sufficient space to provide legal clearance from all structures now or hereafter erected on Applicant's property for any facilities of SCE.
7. Where formal rights-of-way or easements are required in, on, under, or over Applicant's property or the property of others for the installation of the Added Facilities, SCE shall not be obligated to install the Added Facilities unless and until any necessary permanent rights-of-way or easements, satisfactory to SCE, are granted without cost to SCE. Upon termination of this Agreement in accordance with Paragraph 16, SCE will quitclaim all easements and rights of way in, on, under, and over Applicant's property which are, as determined by SCE in its sole discretion, no longer required by SCE due to the removal of its Added Facilities.
8. SCE shall not be responsible for any delay in completion of the installation of the Added Facilities resulting from shortage of labor or materials, strike, labor disturbances, war, riot, weather conditions, governmental rule, regulation or order, including orders or judgments of any court or commission, delay in obtaining necessary rights-of-way and easements, act of God, or any other cause or condition beyond control of SCE. SCE shall have the right in the event it is unable to obtain materials or labor for all of its construction requirements, to allocate materials and labor to construction projects which it deems, in its sole discretion, most important to serve the needs of its customers, and any delay in construction hereunder resulting from such allocation shall be deemed to be a cause beyond SCE's control.
9. Added Facilities provided hereunder shall at all times remain the property of SCE.
10. This Agreement supplements the appropriate application and contract(s) for electric service presently in effect between the Parties.
11. If it becomes necessary for SCE to alter or rearrange the Added Facilities including, but not limited to, the conversion of overhead facilities to underground, Applicant shall be notified of such necessity and shall be given the option to either terminate this Agreement in accordance with Paragraphs 13 and 16, or to pay to SCE additional charges consisting of:
 - (a) The cost to remove any portion of the Added Facilities which is no longer necessary because of alteration or rearrangement, such charge to be determined in the same manner as described in Paragraph 16; plus
 - (b) An additional payment, ITCC, and/or one-time cost, if any, for any new Added Facilities requested which shall be determined in the same manner as described in Paragraphs 1 and 2; plus
 - (c) A revised Paragraph 2 charge based on the total net additional installed cost of all new and remaining Added Facilities. Such revised charge shall be determined in the same manner as described in Paragraphs 1 and 2.
12.
 - (a) Whenever Added Facilities are replaced due to damage (caused by other than the Applicant's intentional or negligent conduct) or equipment failure and Applicant has selected replacement coverage pursuant to Paragraph 2 (a) or Paragraph 2 (b), such replacement will be at SCE's expense with no change in the Added Facilities investment amount.
 - (b) Whenever Added Facilities are replaced due to damage or equipment failure and Applicant has selected no replacement coverage pursuant to Paragraph 2 (c), such replacement will be made by SCE at the Applicant's expense, including any applicable ITCC. Charges will be payable by the Applicant to SCE within thirty (30) days from the date of presentation of a bill. If such replacement results in a change in the Added Facilities investment, the Monthly Charge will be adjusted based on the revised added investment effective with the date the replaced Added Facilities are first available. Except that, where a replacement of Added Facilities is required for SCE's operating convenience or necessity or because of damage caused by the sole negligence or willful act of SCE, no increase will be made in the Added Facilities investment amount or the Monthly Charge.
 - (c) Whenever Added Facilities are replaced due to Applicant's increased load or damage caused by the Applicant's intentional or negligent conduct, such replacement will be made by SCE at the Applicant's expense including any applicable ITCC. Charges will be payable by the Applicant to SCE within thirty (30) days from the date of presentation of a bill. Additionally, the Applicant's Monthly Charge pursuant to Paragraph 2 will be adjusted based on the revised added investment resulting from such replacement and will be effective with the date the replaced Added Facilities are first available.

13. This Agreement shall remain in effect until terminated by either party on at least thirty (30) days' advance written notice. Applicant shall pay all costs incurred to the date of termination pursuant to Paragraph 16 including charges for any engineering, surveying, right-of-way and easement acquisition expenses and other associated expenses incurred by SCE for that portion of the Added Facilities not installed.
14. SCE has the right to charge Applicant under the terms and conditions of this Agreement commencing with the date SCE, in its sole opinion, is ready to serve or commencing with the ready to serve date requested by Applicant, whichever is later.
15. Construction of the Added Facilities shall not commence prior to receipt by SCE of appropriate rights of way and/or easements, and applicant's payment of all monies due as described in Paragraphs 1 and 2(a)(2).
16. Upon discontinuance of the use of any Added Facilities due to termination of service, termination of this Agreement, or otherwise:
 - (a) Applicant shall pay to SCE on demand (in addition to all other monies to which SCE may be legally entitled by virtue of such termination) a facility termination charge defined as the removal cost, less the salvage value for the Added Facilities to be removed. Commencing in the sixteenth (16) year after the date service is first rendered by means of Added Facilities, 20 percent of the termination charge shall be subtracted from that charge each year until the total charge is zero.
 - (b) SCE shall be entitled to remove and shall have a reasonable time in which to remove any portion of the Added Facilities located on the Applicant's property.
 - (c) SCE may, at its option, alter, rearrange, convey, or retain in place any portion of the Added Facilities located off Applicant's property. Where all or any portion of the Added Facilities located off Applicant's property are retained in place and used by SCE to provide permanent service to other customers, the facility termination charge described in Paragraph 16(a) shall be reduced by the installed cost of the retained facilities.
17. Applicant may assign this Agreement only with SCE's written consent. Such consent will not unreasonably be withheld. Furthermore, such assignment shall be deemed to include, unless otherwise specified therein, all of Applicant's rights to any refunds which might become due upon discontinuance of the use of any Added Facilities.
18. This Agreement shall, at all times be subject to changes or modifications as the Commission may, from time to time, direct in the exercise of its jurisdiction.
19. In witness whereof, the parties hereto have caused this Agreement to be signed by their duly authorized representatives/agents. This Agreement is effective as of the last date set forth below.

ATTEST:
 KECIA HARPER-IHEM, Clerk
 By: *[Signature]*
 DEPUTY

County of Riverside
 APPLICANT

BY: *[Signature: Bob Buster]*

NAME: **BOB BUSTER**

TITLE: **CHAIRMAN, BOARD OF SUPERVISORS**

DATE SIGNED: **NOV 08 2011**

A.F. No. **SA 37143747**

SOUTHERN CALIFORNIA EDISON COMPANY

BY: *[Signature: Randy Smith]*

NAME: **Randy Smith**

TITLE: **Engineering Manager**

DATE SIGNED: **11/18/11**

SOUTHERN CALIFORNIA EDISON COMPANY
EXHIBIT "A"
APPLICANT FINANCED ADDED FACILITIES
A. F. NO. SA 37143747

APPLICANT County of Riverside

SERVICE ADDRESS 26520 Cactus Ave, Moreno Valley, CA

APPLICANT REQUESTED READY TO SERVE DATE _____

All Estimated Costs Shown in this Exhibit "A" (SCE to Select One):

☒ are not binding estimates (final billing based on recorded costs), or

☐ are binding estimates valid for Added Facilities completed on or before _____

DESCRIPTION OF ADDED FACILITIES

759' of 3-1/0 JCN 12 kV (P5388241 to P5543511)
33' of 4-1/c 3-1/0 & 1-#2 600V cable (service)
1 - 75 kVA xfrm 12 kV/277/480 (P5543511)
misc connectors and junctions

Original Estimated Demand 75 kVA

W.O. No(s) td520008; 6477 8283 0-8203

DESCRIPTION OF ONE-TIME COSTS (Paragraph 1)

W.O. No(s) _____

EXHIBIT "A"
APPLICANT FINANCED ADDED FACILITIES

SCE's Actual Ready to Serve Date _____ APPLICANT INITIALS & DATE _____ (Original Estimate Only)	ORIGINAL ESTIMATE DATE _____	AMENDMENT DATE _____	
A) TOTAL INSTALLED ADDED FACILITIES COST (Paragraph 1)	\$41,623.54 (\$1,175.42 no tax)	_____	_____
B) ITCC (Paragraph 1) (A X 8 %)	\$3,235.85	_____	_____
C) ONE-TIME PAYMENT OPTION OWNERSHIP COST ONLY [Paragraph 2(a)(2)]	_____	_____	_____
D) ONE TIME COSTS INCLUDING ITCC (Paragraph 1)	_____	_____	_____
E) TOTAL CUSTOMER ADVANCE (A + B + C + D)	\$44,859.39	_____	_____
F) MONTHLY ADDED FACILITIES CHARGE (Paragraph 2) (A X <u>51</u> %)	\$212.28	_____	_____
A) TOTAL INSTALLED ADDED FACILITIES COST (Paragraph 1)	_____	_____	_____
B) ITCC (Paragraph 1) (A X 8 %)	_____	_____	_____
C) ONE-TIME PAYMENT OPTION OWNERSHIP ONLY [Paragraph 2(a)(2)]	_____	_____	_____
D) ONE TIME COSTS INCLUDING ITCC (Paragraph 1)	_____	_____	_____
E) TOTAL CUSTOMER ADVANCE (A + B + C + D)	_____	_____	_____
F) MONTHLY ADDED FACILITIES CHARGE (Paragraph 2) (A X _____ %)	_____	_____	_____

FINAL RECORDED COSTS
DATE _____



WHEN DOCUMENT IS FULLY EXECUTED

CLERK'S OFFICE

to Riverside County Clerk of the Board of Supervisors
Post Office Box 1147, Riverside, Ca 92502-1147

Reference: Thank you.

Gas Company Project #: 00000154496

Project Location: 26520 CACTUS ST

06/22/2011

SERGIO PENA
SUPERVISING FACILITIES PROJECT MANAGER
COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY
3403 TENTH ST STE 500
RIVERSIDE, CA 92501

Project Scope:

Non-Residential, commercial, project located at 26520 Cactus St and Nason St, in the City of Moreno Valley, County of Riverside.

Install Main, Stub, Service, Meter to the specified location in Applicant provided joint trench.

The engineering required for the installation of the gas facilities as described above in the Project Scope, based on the information you have provided us, has been completed. The attached "Exhibit A" dated 06/22/2011 details the estimated costs and allowances, and also indicates any advances and contributions, if required at this time.

Please provide us with an address list for the property, if applicable, including any internal apartment or unit numbers or letters as quickly as possible. This will assist us in providing timely installation of the requested gas meters and/or refunds of your refundable advances.

To acknowledge your receipt of the Exhibit A, confirmation of the scope of the Project, and receipt and agreement with the enclosed General Conditions, please have this letter executed by your authorized representative(s) (owner or corporate officer) and return all pages to The Gas Company representative listed below. Your return of the executed copy of this letter plus any required advance will constitute your request to The Gas Company to schedule the installation and your agreement to Exhibit A and the General Conditions. Timely return of this letter will ensure that your construction is not delayed. A copy of the letter has been provided for your records.

Thank you for this opportunity to provide you with natural gas to serve your energy requirements. We are pleased to have you as a Gas Company customer and want to provide you with the best possible service. If you have any questions, please contact me at (909) 335-3903.

Sincerely,

VINCENT E. BELLEVILLE
FIELD PLANNING ASSOCIATE
25200 TRUMBLE ROAD
ROMOLAND, CA 92585-0000

SOUTHERN CALIFORNIA GAS COMPANY - GENERAL CONDITIONS FOR LINE EXTENSIONS

These are the general conditions under which Southern California Gas Company ("The Gas Company") will provide line extensions for Applicants.

I. COSTS

A. Estimates and Duration. The enclosed Exhibit A estimate is valid for 90 days and may be revised after that time if the installation of gas facilities for the Project has not begun. Once The Gas Company begins the installation, the estimated cost will remain in effect for 12 months. If at the end of the twelve months the work is not complete, The Gas Company reserves the right to calculate its costs for the work completed, less applicable allowances, and issue a new

NOV 08 2011 3.6

project and Line Extension Contract for the remaining installation work. If additional monies are due, Applicant agrees to pay them within 30 days after invoice. Applicant will be responsible for costs of engineering, planning, surveying, right of way acquisition and other associated costs.

B. Allowances. Applicant(s) receiving allowances as an offset to the installation costs are responsible for these costs and may be billed subject to the following: line extension(s) where allowances have been granted to the Applicant based on future gas load(s) must have the gas meter(s) installed and turned on with bona fide load within six (6) months for main/main and service(s) installations and twelve (12) months for service(s) only installations. These time frames commence from the date The Gas Company completed the installation of gas facilities. If Applicant fails to comply, the Applicant will be billed for the difference between estimated allowances and authorized allowances, as described in Tariff Rules 20 and/or 21. The bill amount will include Income Tax Component Contribution and Advances (ITCCA/CIAC) Tax. Applicant requested temporary service(s) are fully collectible. Refunds shall be made and calculated in accordance with Rule 22.

C Attorneys Fees and Offset. If The Gas Company is required to bring an action to collect monies due or to enforce any other right or remedy, Applicant agrees that The Gas Company is entitled to recover its reasonable attorneys' fees and costs. The Gas Company may withhold from any payments due Applicant any amounts Applicant owes The Gas Company.

II. INDEMNITY

A. General. Applicant shall indemnify and hold The Gas Company harmless from and against all liability (excluding only Pre-Existing Environmental Liability) connected with or resulting from injury to or death of persons, including but not limited to employees of The Gas Company or Applicant, injury to property of The Gas Company, Applicant or a third party, or violation of local, state or federal laws or regulations (excluding environmental laws or regulations) (including attorneys' fees) arising out of the performance of this Contract, except only for liability to the extent it is caused by the negligence or willful misconduct of The Gas Company.

B. Environmental. Applicant shall indemnify and hold The Gas Company harmless from and against any and all liability (including attorneys' fees) arising out of or in any way connected with the violation or compliance with of any local, state, or federal environmental law or regulation as a result of pre-existing conditions at the Project site, release or spill of any pre-existing hazardous materials or waste, or out of the management and disposal of any pre-existing contaminated soils or groundwater, hazardous or nonhazardous, removed from the ground as a result of The Gas Company's work performed ("Pre-Existing Environmental Liability"), including, but not limited to, liability for the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorneys' fees, disbursements, and other response costs. As between Applicant and The Gas Company, Applicant agrees to accept full responsibility for and bear all costs associated with Pre-Existing Environmental Liability. Applicant agrees that The Gas Company may stop work, terminate it, redesign the gas facilities to a different location, or take other action reasonably necessary to complete its work without incurring any Pre-Existing Environmental Liability.

C. Withhold Rights. In addition to any other rights to withhold, The Gas Company may withhold from payments due Applicant such amounts as, in The Gas Company's reasonable opinion, are necessary to provide security against all loss, damage, expense and liability covered by the foregoing indemnity provisions.

III. WARRANTY

The Gas Company requires that Applicant warrant all materials and workmanship performed by Applicant (directly or through a contractor other than The Gas Company) shall be free of all defects and fit for their intended purpose. A one-year warranty on any materials and a two-year warranty on any installation work provided are required. If Applicant's work or materials fail to conform to the warranty, Applicant shall reimburse The Gas Company for the total cost of repair and/or replacement or The Gas Company may give Applicant the opportunity to fix within a reasonable time such defect(s). Such reimbursements are non-refundable and the amount of such reimbursements may be withheld by The Gas Company and offset against refundable amounts owed Applicant.

IV. TARIFF RULES / COMMISSION

A. This Line Extension Contract ("Contract") consists of and incorporates by reference the line extension contract letter, Exhibits A, General Conditions and all of The Gas Company's applicable tariff schedules and rules as filed from time to time with the California Public Utilities Commission ("Commission"), including but not limited to, the Preliminary Statement and Rules 1, 2, 4, 9, 13, 20, 21 and 22. Copies of these rules may be obtained by visiting the SoCalGas' Internet site at www.socalgas.com or by requesting copies from your Gas Company representative.

B. This contract is at all times subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction.

C. No agent of The Gas Company has authority to make any terms or representations not contained in this Contract and the tariff schedules and Applicant hereby waives them and agrees neither The

Gas Company nor Applicant shall be bound by them.

V. JOINT AND SEVERAL LIABILITY

Where two or more parties are Applicants for a Project, The Gas Company shall direct all communications, bills and refunds to the designated Applicant, but all Applicants shall be jointly and severally liable to comply with all terms and conditions herein.

VI. STUB EXTENSIONS

Stub costs are refundable only to the extent the allowances generated by stub extensions exceed the main to meter installation costs, and only for ten years from the date of the stub installation. Refunds will be made without interest, and no refund will be made in excess of the amount advanced.

VII. AUTHORIZED SIGNATURE

If Applicant is a corporation, partnership, joint venture, or a group of individuals, the subscriber hereto represents that he has the authority to bind said corporation, partners, joint venture, or individuals as the case may be.

My signature below represents my agreement and acceptance of the Project confirmation, Exhibit A and Southern California Gas Company's General Conditions For Line Extension. I acknowledge and agree that The Gas Company's cost and allowance estimates for this Project were based on information provided by me or my authorized representative. I further acknowledge and agree that my signature represents my/my company's agreement and understanding that subsequent changes in Project scope may affect the installation price and further, that if allowances have been granted, an additional contribution may be required if the future loads on which the allowances were based do not materialize.

APPLICANT: COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY

By:

Address:

(Future bills, refunds, and correspondence will be mailed to the address given)

Bob Buster

(Authorized Signature)

BOB BUSTER

(Print Name)

Title:

Telephone:

CHAIRMAN, BOARD OF SUPERVISORS

Date:

Social Security or Federal Tax ID No.

NOV 08 2011

No.

ATTEST:

KECIA HARPER-IHEM, Clerk

By

K. A. [Signature]
DEPUTY

FORM APPROVED COUNTY COUNSEL

BY:

M. Victor
MARSHAL VICTOR

DATE

9/2/11

Date Mailed
06/22/2011

Project ID 00000154496

Exhibit A

COST AND ALLOWANCE CALCULATION (ESTIMATES)

(x) Trenching by Applicant (x) Joint Trench (x) Gas Only Trench

\$ <u>17911.45</u>	\$ <u>944.00</u>	\$ <u>5692.43</u>	=	\$ <u>11275.02</u>
Project Cost	* Site Preparation	Allowance Applied		
Advance Required (Refundable)				\$ <u>11275.02</u>
Advance Required (Non-Refundable)				\$ <u>0.00</u>
ITCCA (CIAC Tax)	\$ <u>11275.02</u>	X	8 %	= \$ <u>902.00</u>
Payment Received				\$ <u>0.00</u>
Total Amount Due				\$ <u>12177.02</u>

* Site preparation reimbursement for applicant provided trench will be treated per Tariff Rules 20 & 21 and payments, if any, will be based on the agreed upon price per foot times the actual footage of the trench used.

Form 3905-D, Effective 09/05

Line Extension Contract #: 00000154496-1

Date Mailed
06/22/2011

Detach and return this portion with your payment.

THIS BILL IS NOW DUE AND PAYABLE



COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY
3403 TENTH ST STE 500
RIVERSIDE, CA 92501

NBMS Project ID 00000154496-1


PLEASE PAY THIS AMOUNT	12177.02
------------------------	----------

9200015449601000000121770200000

92 000154496 0

Line Extension Contract



A  Semptra Energy utility™

Applicant: COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT		Fax:	951 955 4890
Contact: SERGIO PENA		Tel:	951 955 2808
From: VINCENT E. BELLEVILLE		Fax:	909 335 3912
Email Address: NBProcess-Inland@semprautilities.com		Address:	25200 TRUMBLE ROAD
		City/ST/Zip:	ROMOLAND, CA 92585-0000
		Tel:	909 335 3903
		Date:	6/20/2011

The project planning and cost estimating for Project# **154496** has been completed and included with this letter. Under the Line Extension Rules, you have agreed to have SoCalGas perform the following gas facility installation:

889' OF 2" PE AND 55' OF 1" PE PIPE IN BUILDER PROVIDED TRENCH.

SoCalGas estimated construction costs, prior to applicable allowance, are broken down as follows:

Main	15215.54
Stub	228.54
Service	836.38
MSA	1630.99
ITCCA (Tax)	1432.92
Total	19344.37

Please execute your Line Extension contract and return by email or fax to the following:

Email: NBProcess-Inland@semprautilities.com
Fax: 1-866-448-3821

- If payment is due, please remit payment with Exhibit A Stub to:

Southern California Gas Company
Sundry Billing ML 711D
P.O. Box 2007
Monterey Park, CA 91754-0957

Again, work on your project cannot continue until you have returned the executed attached document(s) to SoCalGas.

If you have any questions regarding this matter, please reply via email or fax to the above listed.

Thank you

Southern California Gas Company
New Business Process Team



A Semptra Energy utility

6/22/11

**SOUTHERN CALIFORNIA GAS COMPANY
SPECIFICATIONS FOR APPLICANT PROVIDED TRENCH**

Project Number: 154496

WR NUMBER: 2044439

Job Location: 26520 CACTUS ST

909 335 3903

Tract# 0

Lots: OPERATIONS CENTER

It is understood by acceptance of this agreement that Southern California Gas Company (SoCalGas) requirements related to trenching and backfilling are to be met in all instances. Any deviation from these requirements that is not approved by an authorized SoCalGas representative shall be considered cause for this agreement to become void and releases SoCalGas from any obligation of participation in an applicant provided trench installation.

The Applicant will notify SoCalGas at least ten days in advance of starting work. SoCalGas may coordinate the installation of main and service piping with other operations.

The Applicant or his authorized agent shall, at no cost to SoCalGas, obtain the necessary trenching permits, pay all inspection fees, and satisfy any and all other requirements pertaining to trenching, backfilling and compaction called for by authorized governing agencies.

It is agreed that trenches shall be of such size as to provide a minimum vertical clearance of twelve inches from power conductors of any size and a minimum separation of six inches from all other substructures. All gas main and service piping shall have a minimum thirty inches cover below finished grade. All trenches must be level and free of debris at the time gas lines are to be installed. All joint trench and gas-only trench will be backfilled with sand to be a minimum of twelve inches of cover over all gas main and service pipe in normal soil and a minimum of eighteen inches in rocky soil. Depth to be determined by a SoCalGas representative. Applicant shall be responsible for repair or relocation costs of any gas facility which has been changed, altered, or modified inside the project limits, without SoCalGas authorization. Refer to the drawing(s) dated 02/02/96 of a cross section of a joint trench (no scale) attached hereto and incorporated by reference.

SoCalGas will reimburse or credit Applicant for acceptable trench at the agreed to rate of \$ 1.00 per foot, which will be identified on EXHIBIT A-1 or EXHIBIT A-2 as Site Preparation.

This agreement is subject to SoCalGas Tariff Rules 20 and/or 21, which are incorporated by reference, and is subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction.

Accepted By Applicant:

Accepted By Southern California Gas Company:

Company Name:

Signature:

Bob Buster

Signature:

VINCENT E. BELLEVILLE

Print Name:

BOB BUSTER

Print Name:

VINCENT E. BELLEVILLE

Print Title:

CHAIRMAN, BOARD OF SUPERVISORS

Print Title:

Field Planning Associate

Date:

NOV 08 2011

Date:

6/22/2011

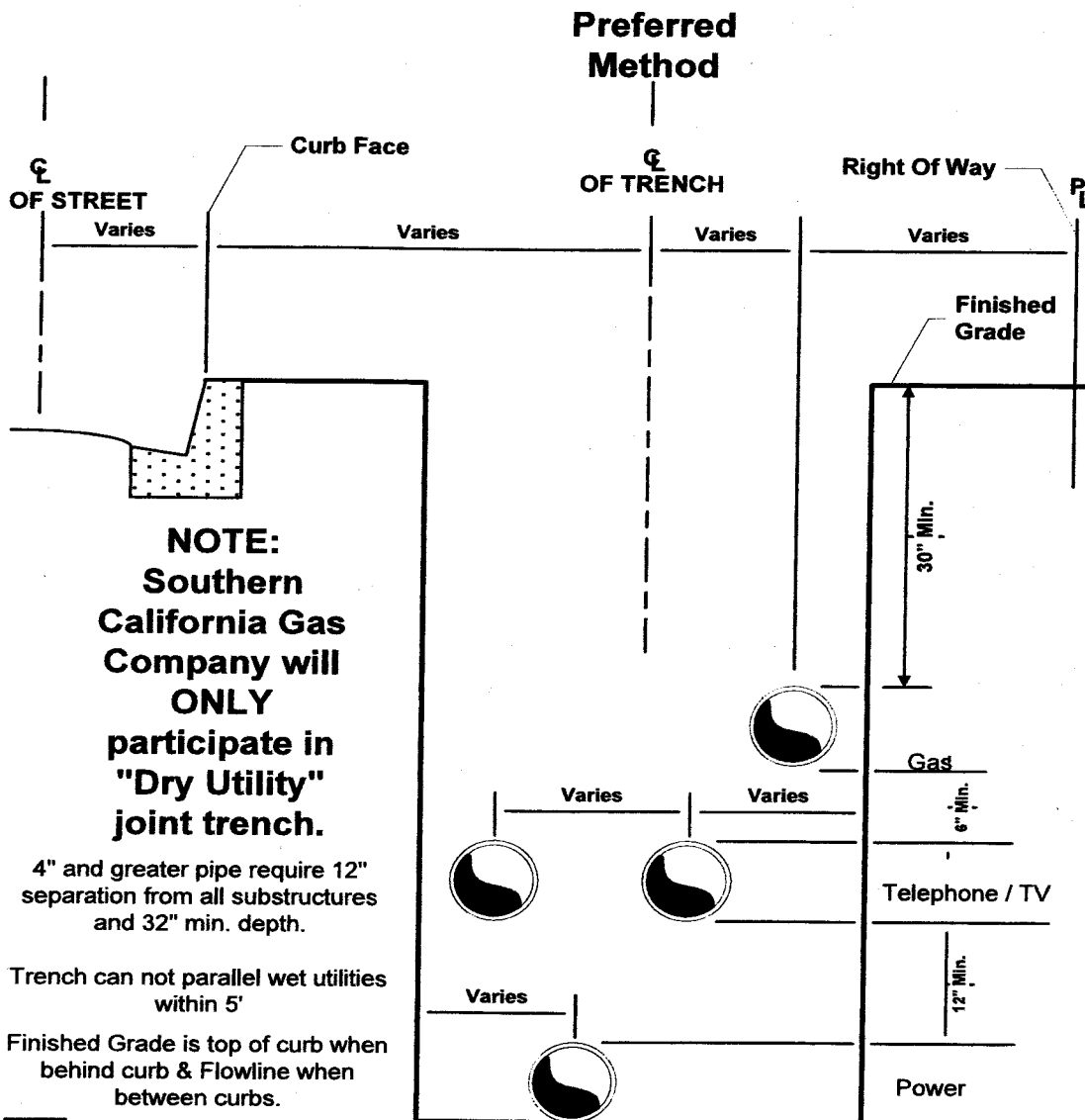
ATTEST:

KECIA HARPER-JHEM, Clerk

By:

DEPUTY

FORM APPROVED COUNTY COUNSEL
BY: 9/24/11
MARSHAL VICTOR





A  Semptra Energy utility[®]

06/22/11

Applicant COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT
3403 TENTH ST RIVERSIDE CA 92501

Contact: SERGIO PENA
951 955 2808

Project # 154496

Location: 26520 CACTUS ST

Subject: Grade & Riser Setback

Accurate finish grade and riser locations are necessary to complete the integrity of the gas installation. The Gas Company installation crew will install the gas risers to the location and grade that developer provides. In the event of a location or grade change, or any other reason that a riser location is deemed to be unsatisfactory, such as, too close to an air conditioner, or too close to a source or ignition, etc., all relocating costs incurred are the responsibility of the developer.

Thank you for your cooperation.

Tract # 0

Developer COUNTY OF RIVERSIDE

MEO # 34141-078

Signature _____
(Developer/Tract Superintendent)

Risers installed to developer's location

Installed By:

Company _____

Foreman _____

Date _____

VINCENT E. BELLEVILLE

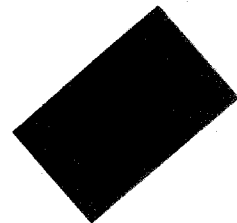
Field Planning Associate

25200 TRUMBLE ROAD

ROMOLAND, CA 92585-0000

909 335 3903 (phone)

909 335 3912 (fax)





A Semptra Energy utility

Project # 154496

**An Important Safety Bulletin From Southern California Gas Company
Information on Natural Gas Odorant**

Dear Applicant,

You have requested natural gas service to the location referenced by the project number above. **The purpose of this notice is to provide contractors who work on natural gas piping, appliances and equipment, and consumers of natural gas service with additional safety information on natural gas odorant and the potential for odor fade.**

The Gas Company adheres to Department of Transportation (DOT) and California Public Utilities Commission (CPUC) rules and regulations regarding the supply of odorized natural gas. Even though a distinctive odorant is present in the gas to assist in the detection of leaks, you should not rely on your sense of smell alone to detect the presence of natural gas, or any gas. Some individuals may not be able to smell the odorant even when present because of a diminished sense of smell or olfactory fatigue, or because the odor is masked by other odors in the area. In addition, certain conditions such as **odor fade** may cause the odorant in the gas to diminish so that it is not detectable.

Odor fade (loss of odorant) occurs when the level of odorant in the gas is reduced due to physical and chemical processes including adsorption, absorption and oxidation. In gas piping systems, odor fade occurs predominantly in installations of new pipe rather than in existing pipe. It is more pronounced in new steel pipe, and in pipe of larger diameters and longer lengths. However, it can also occur in plastic pipe, and in smaller and/or shorter pipe installations. New pipeline installations or additions of new piping segments may require the odor conditioning of the pipe before it is placed into service to prevent occurrences of odor fade.

If a natural gas leak occurs underground, the surrounding soil may cause odor fade. Other factors that may cause odor fade include: the construction and configuration of the consumer's gas facilities; the presence of rust, moisture, liquids or other substances in the pipe; and gas composition, pressure and/or flow. Intermittent, little or no gas flow over an extended period of time may also result in the loss of odorant until gas flow increases or becomes more frequent.

The contents of a gas line should not be purged into a confined space. Purging of gas should only be done by a licensed, qualified professional and should only be done in a well-ventilated area or by venting the contents into the outside atmosphere. All sources of ignition should be identified and eliminated before purging. Gas detection devices should always be used during purging operations or when otherwise working on gas piping systems to ensure that no natural gas is present that may result in a combustible or hazardous atmosphere. DO NOT rely on your sense of smell alone to detect the presence of natural gas. Consult the Plumbing Code, Mechanical Code, Fuel Gas Code, and/or your local Building and Safety Department for more information. When installing gas appliances and equipment, the manufacturer's instruction manual should be followed in accordance with the local code authority.

Please sign, date and return this letter with the executed line extension contract and keep copies of each for your records.

Make sure that you provide this letter to and discuss its contents with those that will be using natural gas at this location as well as to the design professionals, contractors, and others working with you or on your behalf to design, install, place into service, maintain, replace and/or repair the consumer's gas piping, regulators, appliances, fixtures, equipment and apparatus. If you have any questions or concerns regarding any of the above, please visit our website at www.socalgas.com/safety or contact a licensed, qualified professional for more information.

We appreciate this opportunity to serve you.

SOUTHERN CALIFORNIA GAS COMPANY

Bob Buster

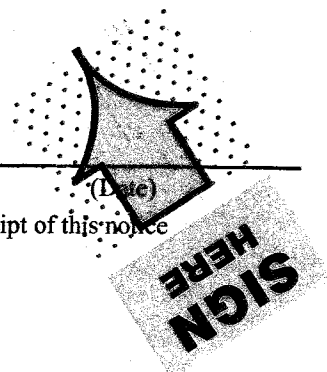
(Signature)

Applicant signature acknowledges receipt of this notice

ATTEST:

KECIA HARPER-IHEM, Clerk

By *Kecia Harper-Ihem*
DEPUTY





SoCalGas Branch Payment Office Addresses

City	Building Name	Address	Zip Code
Alhambra	Alhambra Branch Office	7 S. 1st St.	91801
Anaheim	Anaheim Branch Office	131 W Center Street Promenade	92805-3959
Banning	Banning Branch Office	60 E Ramsey St., # A	92220
Bellflower	Bellflower Branch Office	16901 Bellflower Blvd	90706
Compton	Compton Branch Office	700 N. Long Beach Blvd.	90221-2225
Corona	Corona Branch Office	341 S. Lincoln Ave Suite A	92882
Covina	Covina Branch Office	932 N. Citrus Ave	91722
Delano	Delano Branch Office	1227 Jefferson Street	93215-2203
Dinuba	Dinuba Branch Office	239 E. Tulare Street	93618
El Centro	El Centro Branch Office	1111 W. Main Street	92243
El Monte	El Monte Branch Office	11912 Valley Blvd. Ste. B	91732
Fontana	Fontana Branch Office	9781 Sierra Ave.	92335-1716
Glendale	Glendale Branch Office	213 N. Orange St., Ste A	91203-2648
Hanford	Hanford Branch Office	321 N Douty St, Ste B	93230-3951
Hemet	Hemet Branch Office	527 N. San Jacinto St.	92543-3107
Huntington Park	Huntington Park Branch Office	5916 Pacific Blvd	90255
Indio	Indio Branch Office	45123 Towne St.	92201-4409
Inglewood	Inglewood Branch Office	3530 W Century Blvd., Ste. 102	90303-1201
Lancaster	Lancaster Branch Office	2065 W Avenue K	93536-5234
Lompoc	Lompoc Branch Office	128 S. H St.	93436-6821
Los Angeles	Baldwin Hills Payment Office	3650 W. Martin Luther King. Jr. Blvd., # 246	90008
Los Angeles	Central Avenue Branch Office	4619 S. Central Avenue	90011
Los Angeles	Commerce Branch Office	5708 Whittier Blvd.	90022
Los Angeles	Daly Street Branch Office	2522 Daly St.	90031-2223
Los Angeles	Hollywood Branch Office	1811 N. Hillhurst Avenue	90027
Los Angeles	Watts Branch Office	1665 E. 103rd Street	90002
Monrovia	Monrovia Branch Office	141 S. Myrtle Ave.	91016-2844
Ontario	Ontario Branch Office	962 N Mountain Ave	91762
Oxnard	Oxnard Branch Office	1640 East Gonzales Road	93030
Palm Springs	Palm Springs Branch Office	211 N. Sunrise Way	92262
Pasadena	Pasadena Branch Office	1214 E. Green Street	91106
Pomona	Pomona Branch Office	196 E. 3rd St.	91766
Porterville	Porterville Branch Office	59 W. Thurman Ave.	93257
Riverside	Riverside Branch Office	3460 Orange Street	92501
San Bernardino	San Bernardino Branch Office	624 W. 4th St., Ste. F	92410-3270
San Fernando	San Fernando Branch Office	444 S. Brand Blvd., Ste 102	91340
San Luis Obispo	San Luis Obispo Branch Office	1314 Broad St.	93401
San Pedro	San Pedro Branch Office	529 W. 9th St.	90731-3179
Santa Ana	Santa Ana Branch Office	738 South Harbor Blvd.	92704
Santa Barbara	Santa Barbara Branch Office	134 E. Victoria St.	93101-2019
Santa Fe Springs	Santa Fe Springs Branch Office	11516 E. Telegraph Rd.	90670-1604
Santa Maria	Santa Maria Branch Office	1954J South Broadway	93454
Santa Monica	Santa Monica Branch Office	1300 6th St.	90401-1604
South Gate	Southgate Branch Office	3530 Tweedy Blvd	90280
Van Nuys	Van Nuys Branch Office	6550 Van Nuys Blvd.	91401
Visalia	Visalia Branch Office	1305 E Noble Ave	93292
Wilmington	Wilmington Branch Office	929 N. Avalon Blvd.	90744

Project_seq_num: 3296668
Document ID: 3348540

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

STANDARD WATER AND/OR SEWER FACILITIES AND SERVICE AGREEMENT

This Agreement is made and entered into this 28 day of Nov, 2011, by and between **EASTERN MUNICIPAL WATER DISTRICT** a public agency ("District") and **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, ("Sponsor").

RECITALS

WHEREAS, Sponsor is planning to develop certain real property legally described on Exhibit "A" attached hereto and incorporated herein by this reference, which property is located within District's ☒ Water and/or ☐ Sewer and/or ☐ Recycled Water Improvement District No(s) and Service Area(s) **IS19,IW3,SA32,SA41**; and

WHEREAS, the water and/or sewer and/or recycled water system facilities (Subject Facilities) which are generally shown and depicted on the map attached hereto as **Exhibit B**, are necessary to provide water and/or sewer and/or recycled water service for said Subject Development; and

WHEREAS, upon completion of the Subject Facilities and fulfillment of Sponsor's obligations and responsibilities, District shall own, operate, maintain and provide service through said Subject Facilities in accord with District's Rules, Regulations and Policies; and

WHEREAS, the purpose of this Agreement and the Exhibits attached hereto and by this reference incorporated herein, is to set forth financial and other arrangements between District and Sponsor for the Subject Facilities, Sponsor's initial estimated cost of which is **\$349,738.00** as developed and shown on **Exhibit C**.

NOW, THEREFORE, in consideration of the above recited premises, together with the mutual covenants herein contained and attached hereto, it is agreed that:

1. Terms and Conditions Applicable for this Agreement.

Sponsor and District each agrees to fulfill and/or perform each of the obligations and responsibilities identified on **Exhibit D** as "Applicable" in accordance with the provisions, terms and conditions set forth in the respective paragraphs attached thereto.

2. Financial Participation

Based on Sponsor's initial estimated cost developed in Exhibit C, less District's fixed financial participation in the amount of **\$0.00** as shown on **Exhibit E**, Sponsor's estimated final cost for the Subject Facilities is **\$349,738.00**.

3. Documents to be Furnished to District by Sponsor

Sponsor shall furnish to District each of the documents identified on **Exhibit F** as "Applicable". Each identified document shall be duly executed by Sponsor or the involved other party, and submitted to District in accord with the indicated time schedule for each respective document.

FOR DISTRICT USE ONLY	
Water Construction Order No. <u>68351</u>	Assigned Date <u>10/18/2011</u>
Sewer Construction Order No. <u>2011 DEC - 2</u>	Assigned Date <u>6H 5:23</u>

2011-12-110653

NOV 08 2011 3.4

4. Payment to be Made by Sponsor to District

Unless noted otherwise, Sponsor shall make payment to District of each of the charges identified on **Exhibit G** as "Applicable" concurrently with Sponsor's execution and delivery of this Agreement to District. Where Sponsor has "deferred" payment of fees, such deferred charges shall be paid by Addendum to this Agreement prior to District's acceptance of the facilities and provision of service to the involved unit(s)

5. Credits to Sponsor Toward Payment of Applicable District Charges

District will credit Sponsor with payment of applicable District charges in the amounts indicated on **Exhibit H**, which credits and all terms and conditions associated therewith are covered in the related documents attached thereto.

6. District's Right to Complete the Subject Facilities

District is hereby granted the unqualified right to complete, at Sponsor's non-reimbursable expense, all or a portion of the Subject Facilities in the event a circumstance arises which, in the opinion of the District, may be a threat to the public's health, safety or welfare.

Prior to District taking such action, Sponsor will receive a written Notice specifying the involved problem and will be given a reasonable period of time to take remedial action, satisfactory to District, within the time specified in the Notice.

Sponsor shall be exclusively responsible for any and all legal and/or financial ramifications and/or settlements with Sponsor's contractor.

7. Force Majeure

If either the District or the Sponsor is delayed, hindered or prevented from performing any term of this Agreement, by any reason beyond either party's control, including without limitation any strike, walkout, inability to procure material, failure of power, restrictive laws or regulations, riot, war, act of God or the default of the other party, then such performance will be excused or tolled during the period of delay and the applicable time period or deadline will be extended by a period equal to the period of such delay.

8. Service Limitations

Following completion of construction and testing but prior to District's acceptance of the Subject Facilities, District may make service available from and through the Subject Facilities under a separate agreement by and between District and Sponsor.

Sponsor hereby specifically agrees not to permit any portion or unit of the Subject Development to be occupied until the Subject Facilities have been accepted by District and all of Sponsor's obligations have been fulfilled, including payment of District charges and completion of improvement district annexation/formation legal proceedings, if applicable.

9. Agreement Limitations

A. Relative to This Entire Agreement

This Agreement shall automatically be canceled and become null and void if it has not been executed on behalf of Sponsor and District and Sponsor has not fulfilled all of its financial and other obligations which are required to be fulfilled concurrently with Sponsor's execution of this Agreement, on or before August 19, 2011;

B. Relative to Financial Participation Charges and Other District Charges

The estimated amounts of all applicable Financial Participation Charges and other District Charges to be paid by Sponsor shall be subject to adjustment to reflect the then per unit amount applicable at the time the involved portion(s)/unit(s) have been completed and service is requested, all as determined by District. Sponsor agrees to pay the full adjusted amount of such District Charges prior to District's acceptance of the facilities and provision of service to the involved unit(s).

For the purposes of this Agreement, the word completed shall be determined by District and mean:

- 1) Those water and/or sewer facilities which have been accepted and placed into service by District; and

- 2) Those units which have been certified for occupancy by the County of Riverside or the involved city (as appropriate) or otherwise approved for release by District for model home or landscape uses.

10. Hold Harmless

Sponsor shall assume the defense of, indemnify and hold harmless District and its officers, directors, administrators, representatives, consultants, engineers, employees and agents and their respective successors and assigns (collectively, "District Indemnitees"), and each and every one of them, from and against any and all actions, causes of action, damages, demands, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees) claims, losses and expenses of every type and description ("Costs") to which they may be subjected or put, by reason of, or resulting from, (A) this Agreement, (B) the design, engineering and construction of the improvements (or any of them) (C) the performance of or failure to perform, the work covered by this Agreement which is caused or occasioned by any act, action, neglect on the part of Sponsor or its Representatives (as defined below), (d) any death, injury, property damage, accident or casualty caused or claimed to be caused by Sponsor or its Representatives or involving Sponsor or its Representatives or its or their property; (f) any breach by Sponsor of its obligation under this Agreement; and (e) any enforcement by District of any provision of this Agreement. The foregoing indemnity shall not apply to the extent any such Costs are ultimately established by a court of competent jurisdiction to have been caused by the negligence or intentional acts of the District Indemnitees or any of them. District shall make all decisions with respect to its representation in any legal proceeding concerning this section. If Sponsor fails to do so, District shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental Costs of such defense, including fees and costs, to Sponsor and to recover the same from Sponsor. The term "Representatives" shall mean employees, representatives, agents, contractors, subcontractors or any other persons directly or indirectly employed by any one of the foregoing or reasonably under the control of any of the foregoing or for whose acts any of the foregoing may be liable. No provision of this Agreement shall in any way limit the extent of the responsibility of Sponsor for payment of damages resulting from its operations or the operations of any of its contractors, engineers, agents or employees. Sponsor further covenants and agrees to pay, or to reimburse, District, its agents, employees, engineers, consultants, officers, directors and administrators, for any and all costs, attorneys' fees, liabilities or expenses in connection with the investigating, defending against or otherwise in connection with any losses, claims, damages, liabilities, expenses or actions, arising out of or in connection with Sponsor's obligations pursuant to this Agreement, except liability arising through the gross negligence or willful misconduct of the District Indemnitees, or any of them. District shall have the right, at Sponsor's expense, to commence, to appear in or to defend any action or proceeding arising out of and in connection with the Agreement, and in connection therewith, may pay all necessary expenses if Sponsor fails upon reasonable notice to so commence, appear in or defend any action or proceeding with counsel reasonably acceptable to District. Sponsor shall be furnished with copies of bills relating to the foregoing upon request.

11. Preparation of This Agreement

This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties prepared it.

12. Purpose of Captions

Captions to Paragraphs are for convenience purposes only and are not part of this Agreement.

13. Binding Provision

This Agreement is binding on the heirs, representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

EASTERN MUNICIPAL WATER DISTRICT

By: _____

Alicia Arana

Alicia Arana, Development Coordinator
aranaa@emwd.org

Dated: _____

11-17-11

11-28-11 AA

COUNTY OF RIVERSIDE

By: _____

Bob Buster

Signature

Dated: _____

NOV 08 2011

CHAIRMAN, BOARD OF SUPERVISORS

BOB BUSTER

(Print Name & Title)

ATTEST:

KECIA HARPER-IHEM, Clerk

By: _____

Kecia Harper-Ihem

DEPUTY

FORM APPROVED COUNTY COUNSEL

BY: _____

Synthia M. Gunzel

SYNTHIA M. GUNZEL

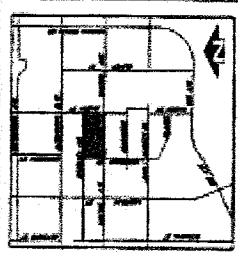
DATE

10-24-11

LEGAL DESCRIPTION

PSN# 3296668, TRACT 486-280-037, Lot Number(s) 1

IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SPONSOR IS PLANNING TO DEVELOP APN 486-280-0347, APN 486-280-026, APN 486-280-025 AS SHOWN ON EXHIBIT B" ATTACHED HERETO AND INCORPORATED HERIN BY THIS REFERENCE. WATER SYSTEM FACILITIES TO BE CONSTRUCTED ARE TO BE LCOATED WITHIN INSTRUMENT NUMBER 2011-0449454 RECORDED ON October 12, 2011 AND INSTRUMENT NUMBER 2011-0449455 RECORDED ON October 12, 2011, OF THE OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY.



STATE COUNCIL	MEMBERS	OFFICE LOCATIONS	REMARKS
1. 1911-1912	1. 1911-1912	1. 1911-1912	1. 1911-1912
2. 1913-1914	2. 1913-1914	2. 1913-1914	2. 1913-1914
3. 1915-1916	3. 1915-1916	3. 1915-1916	3. 1915-1916
4. 1917-1918	4. 1917-1918	4. 1917-1918	4. 1917-1918
5. 1919-1920	5. 1919-1920	5. 1919-1920	5. 1919-1920
6. 1921-1922	6. 1921-1922	6. 1921-1922	6. 1921-1922
7. 1923-1924	7. 1923-1924	7. 1923-1924	7. 1923-1924
8. 1925-1926	8. 1925-1926	8. 1925-1926	8. 1925-1926
9. 1927-1928	9. 1927-1928	9. 1927-1928	9. 1927-1928
10. 1929-1930	10. 1929-1930	10. 1929-1930	10. 1929-1930
11. 1931-1932	11. 1931-1932	11. 1931-1932	11. 1931-1932
12. 1933-1934	12. 1933-1934	12. 1933-1934	12. 1933-1934
13. 1935-1936	13. 1935-1936	13. 1935-1936	13. 1935-1936
14. 1937-1938	14. 1937-1938	14. 1937-1938	14. 1937-1938
15. 1939-1940	15. 1939-1940	15. 1939-1940	15. 1939-1940
16. 1941-1942	16. 1941-1942	16. 1941-1942	16. 1941-1942
17. 1943-1944	17. 1943-1944	17. 1943-1944	17. 1943-1944
18. 1945-1946	18. 1945-1946	18. 1945-1946	18. 1945-1946
19. 1947-1948	19. 1947-1948	19. 1947-1948	19. 1947-1948
20. 1949-1950	20. 1949-1950	20. 1949-1950	20. 1949-1950
21. 1951-1952	21. 1951-1952	21. 1951-1952	21. 1951-1952
22. 1953-1954	22. 1953-1954	22. 1953-1954	22. 1953-1954
23. 1955-1956	23. 1955-1956	23. 1955-1956	23. 1955-1956
24. 1957-1958	24. 1957-1958	24. 1957-1958	24. 1957-1958
25. 1959-1960	25. 1959-1960	25. 1959-1960	25. 1959-1960
26. 1961-1962	26. 1961-1962	26. 1961-1962	26. 1961-1962
27. 1963-1964	27. 1963-1964	27. 1963-1964	27. 1963-1964
28. 1965-1966	28. 1965-1966	28. 1965-1966	28. 1965-1966
29. 1967-1968	29. 1967-1968	29. 1967-1968	29. 1967-1968
30. 1969-1970	30. 1969-1970	30. 1969-1970	30. 1969-1970
31. 1971-1972	31. 1971-1972	31. 1971-1972	31. 1971-1972
32. 1973-1974	32. 1973-1974	32. 1973-1974	32. 1973-1974
33. 1975-1976	33. 1975-1976	33. 1975-1976	33. 1975-1976
34. 1977-1978	34. 1977-1978	34. 1977-1978	34. 1977-1978
35. 1979-1980	35. 1979-1980	35. 1979-1980	35. 1979-1980
36. 1981-1982	36. 1981-1982	36. 1981-1982	36. 1981-1982
37. 1983-1984	37. 1983-1984	37. 1983-1984	37. 1983-1984
38. 1985-1986	38. 1985-1986	38. 1985-1986	38. 1985-1986
39. 1987-1988	39. 1987-1988	39. 1987-1988	39. 1987-1988
40. 1989-1990	40. 1989-1990	40. 1989-1990	40. 1989-1990
41. 1991-1992	41. 1991-1992	41. 1991-1992	41. 1991-1992
42. 1993-1994	42. 1993-1994	42. 1993-1994	42. 1993-1994
43. 1995-1996	43. 1995-1996	43. 1995-1996	43. 1995-1996
44. 1997-1998	44. 1997-1998	44. 1997-1998	44. 1997-1998
45. 1999-2000	45. 1999-2000	45. 1999-2000	45. 1999-2000
46. 2001-2002	46. 2001-2002	46. 2001-2002	46. 2001-2002
47. 2003-2004	47. 2003-2004	47. 2003-2004	47. 2003-2004
48. 2005-2006	48. 2005-2006	48. 2005-2006	48. 2005-2006
49. 2007-2008	49. 2007-2008	49. 2007-2008	49. 2007-2008

THE JOURNAL OF THE
ROYAL ANTHROPOLOGICAL INSTITUTE
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PUBLISHED BY THE INSTITUTE
41, BEDFORD SQUARE, LONDON, W.C.1

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							

EXHIBIT "B"

D-42683 thru D-42688, D-14786 & D-14787
W.O. NO. 12-838

PROJECT: ST. LOUIS BRIDGE SHEET: 1		DATE: 10/1/54 DRAWN BY: W. H. HARRIS CHECKED BY: W. H. HARRIS APPROVED BY: W. H. HARRIS		CITY OF ST. LOUIS DEPARTMENT OF PUBLIC WORKS BRIDGE DIVISION	
TITLE: BRIDGE SCALE: 1" = 10'		PROJECT NO.: 100-1000 SHEET NO.: 1		CITY OF ST. LOUIS DEPARTMENT OF PUBLIC WORKS BRIDGE DIVISION	
PROJECT: ST. LOUIS BRIDGE SHEET: 1		DATE: 10/1/54 DRAWN BY: W. H. HARRIS CHECKED BY: W. H. HARRIS APPROVED BY: W. H. HARRIS		CITY OF ST. LOUIS DEPARTMENT OF PUBLIC WORKS BRIDGE DIVISION	
TITLE: BRIDGE SCALE: 1" = 10'		PROJECT NO.: 100-1000 SHEET NO.: 1		CITY OF ST. LOUIS DEPARTMENT OF PUBLIC WORKS BRIDGE DIVISION	

EASTERN MUNICIPAL WATER DISTRICT

COST ESTIMATE FOR WATER FACILITIES

Developer: RIVERSIDE COUNTY REGIONAL MED. CENTER Tract: RIVERSIDE COUNTY REGIONAL MED. CTR.
 W.O./C.O.# 12-838 I.D./S.A.# U-3 / 41 Date: 06/01/11
 Estimator's Initials: LAM Supervisor's Initials: Ydb 6/3/11 Typist Initials: LAM

Implementing Facilities: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
List _____	
Water Easement: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Water Pressures: <u>Normal</u>
In Project <u>YES</u> Offsite _____	High Lots: _____
Work Authorization: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Low Lots: _____
Treatment Plant Notification: <input type="checkbox"/> Needed <input type="checkbox"/> Not Needed	
Plant: <input checked="" type="checkbox"/> Water <input type="checkbox"/> Sewer	

- A. Pipeline Installation: INSTALL 2,800 LF - 12" PVC WL ; 530 LF - 8" PVC WL ; 60 LF - 4" PVC WL \$ 174,050
- B. Valves, Hydrants, Fittings, & Misc. 9 EA - 12" RSGV ; 3 EA - 8" RSGV ; 1 EA - 6" BO
1 EA - 8" RSGV ; 2 EA - 4" RSGV ; 7 EA - SUPER F.H. ; 2 EA - 1" AV & AR \$ 67,280
- C. Force Account Installation: 2 EA - HOT TAP EX. 12" PVC WL W/ 12"x12" TAPPING SLV
BY EMWD AT DEVELOPER'S EXPENSE. 2 EA - CUT EX. 12" WL & INSTALL PLUG \$ 12,600 *
- D. Install Service Connections 2 EA \$ 5,260
- E. 4 meters (EMWD installed on Dev. installed service connection) \$ 15,245

SUBTOTAL 1:	\$ <u>274,435</u>
Contingencies: (10%) (Subtotal 1)	\$ <u>27,440</u>
SUBTOTAL 2: (Contingencies + Subtotal 1)	\$ <u>301,880</u>
Engineering (by Developer's Engineer) (<u>7.60</u> %) (Subtotal 2)	\$ <u>22,940</u>
EMWD Inspection (<u>5.10</u> %) (Subtotal 2)	\$ <u>15,400 *</u>
EMWD Plan Review Deposit <u>\$8,394</u>	EMWD Plan Review Charges \$ <u>\$9,137 *</u>
As Buils <u>6</u> sheets x \$ <u>63.50</u> per sheet	\$ <u>381 *</u>

Exhibit "C" TOTAL ESTIMATED COST - WATER \$ 349,738

*Costs Included in Exhibit G, Line A

OBLIGATIONS/RESPONSIBILITIES

SPONSOR'S OBLIGATIONS/ RESPONSIBILITIES RELATIVE TO:	PURSUANT TO PARAGRAPH	APPLICABLE	NOT APPLICABLE
A Financial Participation	1	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B Preparation of Construction Plans/Specifications	2	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C Construction of Subject Facilities	3	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D Pre-construction Conference/Project Coordination /Designation of Authorized Representative	4	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E Inspection of Construction	5	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F Field Engineering, Surveys, Compaction and Materials Strength Tests, Disinfection Requirements	6	<input checked="" type="checkbox"/>	<input type="checkbox"/>
G Construction and Operate/Maintain Permits	7	<input checked="" type="checkbox"/>	<input type="checkbox"/>
H Easements	8	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I Grant Deeds	9	<input type="checkbox"/>	<input checked="" type="checkbox"/>
J Cost Accounting Records	10	<input checked="" type="checkbox"/>	<input type="checkbox"/>
K Conveyance of Ownership	11	<input checked="" type="checkbox"/>	<input type="checkbox"/>
L Payment to Cover District's Expenses	12	<input checked="" type="checkbox"/>	<input type="checkbox"/>
M Environmental Information & Assistance	13	<input checked="" type="checkbox"/>	<input type="checkbox"/>
N Payment of Other Applicable Charges	14	<input checked="" type="checkbox"/>	<input type="checkbox"/>
O Improvement District annexation/Formation	15	<input type="checkbox"/>	<input checked="" type="checkbox"/>
P CFD/Assessment District Requirements	16	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Q Street Address	17	<input checked="" type="checkbox"/>	<input type="checkbox"/>
R Water Pressure Conditions	18	<input type="checkbox"/>	<input checked="" type="checkbox"/>
S Treatment Plant Location Notification	19	<input type="checkbox"/>	<input checked="" type="checkbox"/>
T Sewer Backwater Valve	20	<input type="checkbox"/>	<input checked="" type="checkbox"/>
U Special Terms and Conditions	21	<input checked="" type="checkbox"/>	<input type="checkbox"/>
V Insurance Requirements	22	<input checked="" type="checkbox"/>	<input type="checkbox"/>
W Public Works Requirements	23	<input type="checkbox"/>	<input checked="" type="checkbox"/>
X Conversion of Landscape Irrigation to Recycled Water	24	<input type="checkbox"/>	<input checked="" type="checkbox"/>

DISTRICT'S OBLIGATIONS/ RESPONSIBILITIES TO:	PURSUANT TO PARAGRAPH	APPLICABLE	NOT APPLICABLE
A Financial Participation	1	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B Plan Review and Approval	2	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C Construction of Portions of the Facilities	3	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D Inspection of Construction	5	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E Determination of Final Total Costs	10	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F Acceptance, Ownership, and Service Responsibilities	11	<input checked="" type="checkbox"/>	<input type="checkbox"/>

STANDARD TERMS AND CONDITIONS
APPLICABLE FOR WATER AND/OR SEWER FACILITIES AND SERVICE

1. Financial Participation

Sponsor shall finance the total cost of the Subject Facilities, less District's financial participation, if any. Sponsor shall bill District for the amount of District's Fixed Financial Participation within thirty (30) calendar days after completion of the Subject Facilities and District's acceptance thereof.

2. Preparation of Construction Plans and Specifications

Sponsor shall employ, at its sole expense, a qualified professional engineering firm to plan, design and prepare detailed construction plans and specifications for the Subject Facilities covered by this Agreement in accord with District standards. Such plans and specifications shall be reviewed and approved by District, in writing, prior to the beginning of any construction.

3. Construction of the Subject Facilities

Unless otherwise approved by District, District shall furnish all labor, materials and equipment necessary to connect the Subject Facilities to District's existing system facilities and may install other portions of the Subject Facilities, including water meters, as provided for in the plans and specifications. Any work performed by the District shall be paid by Sponsor on an actual (including overhead) cost basis.

All facilities furnished, constructed and installed by Sponsor's contractor shall be installed in strict compliance with District approved plans and specifications. Sponsor may not deviate from such approved plans and specifications without prior written approval by District.

Sponsor/Sponsor's contractor shall apply and be approved by District for construction temporary hydrant meter to obtain water for construction, grading, compaction, or related uses. Sponsor/Sponsor's contractor shall comply with backflow requirements associated with such use of hydrant meter and all other applicable requirements. Any use of unmetered water for this purpose will be considered unauthorized use and will be subject to a penalty fee in accordance with Board Resolution No.2963 as amended. Such penalty fee will include a straight-line increase with each subsequent violation, i.e., doubled for the second violation, tripled for the third, etc.

4. Preconstruction Conference/Project Coordination/Designation of Sponsor's Authorized Representative

Sponsor shall be responsible for coordinating all construction activities associated with the Subject Facilities and any other work to be performed by Sponsor's contractor. In this regard, Sponsor shall schedule a pre-construction conference with District personnel.

It shall also be the responsibility of the Sponsor and Sponsor's contractor to hold safety conferences as required by law and comply with applicable Federal, State, local and District safety criteria.

At or prior to the pre-construction conference, Sponsor shall officially, in writing, designate those who have authority to represent Sponsor relative to the furnishing and installation of the Subject Facilities and shall immediately advise the District of any subsequent changes in such authorized representation.

5. Inspection of Construction

District shall be responsible for inspecting the work to be performed by Sponsor's contractor for compliance with the approved plans and specifications.

District's inspection personnel shall have the authority to require that any and all unacceptable materials, workmanship and/or installation be replaced, repaired or corrected by Sponsor's contractor at contractor's expense.

6. Field Engineering Surveys, Compaction and Materials Strength Tests, and Disinfection Requirements

Sponsor's engineer shall provide all field engineering surveys associated with the construction of the Subject Facilities and/or related work to be performed by Sponsor's contractor, as determined necessary by Sponsor's engineer, Sponsor's contractor, and/or District's inspection personnel, at Sponsor's direct expense. Sponsor shall promptly furnish to District all field notes and grade sheets, together with location, offset, and attendant data and reports, resulting from field engineering surveys and/or proposed facility design changes, all of which have been prepared in accordance with accepted professional engineering practices, and allow District sufficient time to approve or make any required facility design changes resulting therefrom prior to construction.

Sponsor shall be responsible for paying all soil compaction, concrete and steel strength tests and report costs associated with the Subject Facilities required by Sponsor's engineer, appropriate public agency officials and/or District inspection personnel. Full-time professional soils (compaction) testing and full trench certification are required. Sponsor shall contract with a soils testing firm approved by District. A final report shall be required fully certifying trench compaction prior to acceptance of facilities. Sponsor shall promptly furnish results of all such compaction and concrete and steel strength testing to District for its evaluation as to compliance with the specifications. District shall make every reasonable effort to complete the evaluation within 72 hours after its receipt.

Relative to water facilities, Sponsor's contractor shall be responsible for performing all disinfection procedures required by District and the costs associated therewith.

7. Construction and Operate and Maintain Permits

Sponsor shall be responsible for obtaining a Construction Permit from the involved City or County agency for those portions, if any, of the Subject Facilities which are to be constructed within an existing City street and/or County road. At the same time such Construction Permit is obtained by Sponsor, the involved City or County agency will issue an Operate and Maintain Permit to District, which will become effective upon the completion of the involved Subject Facilities and District's acceptance thereof.

8. Easements

Sponsor shall furnish to District, without cost, duly executed easement document(s) which assure District's unequivocal right to own, operate and maintain the Subject Facilities.

9. Grant Deeds NOT APPLICABLE, THEREFORE STRIKEN

- a) ~~For annexation purposes only, Sponsor shall furnish to District a copy of the grant deed(s) verifying ownership of the property; or~~
- b) ~~Sponsor shall, for the dollar consideration, if any, set forth in Exhibit C attached to this Agreement, furnish to District a duly executed Grant Deed(s) conveying to District clear unencumbered fee title to the parcel(s) of land identified on the map attached to this Agreement as Exhibit I.~~

10. Cost Accounting Records

Sponsor shall maintain separate accounting records under which all its engineering and construction expenses for each segment/unit of the Subject Facilities will be individually shown and identified. At the time of the pre-construction conference, Sponsor shall provide District with preliminary accounting records showing the estimated cost of construction broken down by unit bid items. If requested by District, final cost accounting records shall be submitted to the District within 90 days after completion of the Subject Facilities upon which District shall determine the Final Total Cost for each segment/unit of the Subject Facilities for capital value and other accounting record purposes and Sponsor's Final Financial Participation.

11. Conveyance of Ownership

Concurrently with the execution of this Agreement, Sponsor shall execute the Bill of Sale attached to this Agreement as **Exhibit J**, conveying to District clear title to the Subject Facilities effective upon their completion and acceptance by District. In this regard, it is specifically understood and agreed that District is not obligated to accept title to or provide service through the Subject Facilities until final inspection (including television) and testing has been completed and Sponsor has fulfilled its obligations and responsibilities provided for in this Agreement. The procedure for acceptance by District shall be agreed upon by the parties during the pre-construction conference. Upon conveyance of ownership

to District, District shall own, operate, maintain and provide service there through in accord with District Policies and Rules and Regulations.

12. Payments to District to Cover District's Expenses

Concurrently with the execution of this Agreement, Sponsor shall make payment to District covering District's estimated engineering, inspection, material and construction related expenses. Such payment shall be subject to additional billing(s) to Sponsor, payable within 15 calendar days; or refund(s) by District, upon completion of construction and determination of District's actual incurred costs. Such payment(s) covering District expenses shall constitute a portion of Sponsor's costs to be included in Sponsor's cost accounting records.

13. Environmental Information and Assistance

Upon request by District, Sponsor shall, at its sole expense, assist District in the preparation of an Environmental Impact Assessment, or, if necessary, furnish to District a complete Environmental Impact Report relative to the facilities covered by this Agreement and the Subject Development. In this regard, nothing herein shall be construed or interpreted to require District to take or participate in any legal action for the purpose of securing approval for the facilities covered by this Agreement or the developments to be served thereby. All such legal action shall be solely financed and conducted by Sponsor.

14. Payment of Other Applicable District Charges

Prior to receiving service through the Subject Facilities, Sponsor shall pay to District applicable financial participation charges, frontage charges, and other charges as determined by District.

15. Improvement District Annexation/Formation Legal Proceeding Requirements

If the lands to be occupied by the Subject Development are not already located within a District improvement district, Sponsor shall furnish District a petition, duly executed by the legal owners of all the involved lands, requesting that the lands be either annexed to an existing District improvement district or, the formation of a new District improvement district, as determined by District. Annexation must be complete prior to transfer of title of any of the involved lands and District's release for occupancy.

16. CFD/Assessment District Requirements

- a) If the lands to be occupied by the Subject Development are in one of the District's assessment districts and there has been a subdivision of the subject property subsequent to said assessment district formation, Sponsor shall pay the assessment at the time of agreement execution or go through an apportionment of assessment district procedures administered by the District personnel.
- b) Upon completion of the construction of the involved assessment district financed facilities and the determination of the final combined and individual cash assessments, the District shall determine and establish the amount of the portion, if any, of the cash assessment for each parcel within the involved assessment district which is to be credited by District toward partial payment of applicable District front footage and financial participation charges.

17. Street Addresses

Concurrently with the execution of this Agreement, Sponsor shall furnish to District a list of approved street addresses for the development to be served by the Subject Facilities.

18. Water Pressures

If pressures are expected to be in excess of 80 psi, Sponsor shall install, at his expense, a pressure regulator and/or relief valve. If pressures are expected to be less than 40 psi, Sponsor shall install, at his expense, a booster pump and low pressure switch, to be owned, operated and maintained by the subsequent lot owner. Service will not be provided if available system pressure is determined to be lower than 20 psi. Sponsor agrees to inform subsequent lot owners of high or low water pressure conditions and will hold District harmless from any damages resulting from such condition.

A Pressure Agreement executed by the Sponsor/lot owner will be recorded with the County holding District harmless from any damages caused by low or high pressures.

19. Treatment Plant Location Notification

In the event any portion of the Subject Development is located within one quarter (1/4) mile of a District treatment plant facility site, Sponsor shall execute a Notice of Condition, recorded with the County, acknowledging the existence and location of the treatment plant and the possibility of nuisance conditions under certain operational and climatic conditions. Such Notice will run with the real property and shall be binding upon subsequent property owners.

20. Sewer Backwater Valve

Sewer backwater valves will be required for those lots, if any, specified on the construction drawings. Sponsor will furnish and install, at Sponsor's cost, sewer backwater valves in accordance with the Uniform Plumbing Code, prior to project or lot release by District.

21. Special Terms, Conditions and/or Requirements

Sponsor shall fulfill all the Special Terms, Conditions and Requirements set forth in **Exhibit K** attached to this Agreement.

22. Insurance Requirements

Prior to the Pre-job construction meeting, Sponsor or Sponsor's contractor, shall provide District with certificates of insurance coverage in accordance with the requirements set forth in **Exhibit L** attached to this Agreement.

~~23. Public Works Requirements Resulting from District's Financial Participation NOT APPLICABLE THEREFORE STRIKEN~~

~~If the District participates financially in the construction of the Subject Facilities as, for example, for the purpose of oversizing the facilities to accommodate the District's own needs, then Sponsor shall undertake a public bidding process following the requirements of the California Public Contracts Code that would apply if the District were undertaking the project and shall award the construction contract to the lowest qualified bidder. Sponsor's specifications and bid and contract documents shall require the contractor and subcontractors to pay prevailing wages as defined in California Labor Code and to otherwise comply with applicable provisions of said Public Contracts and Labor Codes relating to public works projects. Sponsor's failure to comply with all applicable provisions of said Public Contracts and Labor Codes will result in the forfeiture of District's financial contribution.~~

~~Sponsor may elect to construct the Subject Facilities outside the requirements of a public works project by signing, notarizing and returning the "Reimbursement Waiver Form" attached hereto as **Exhibit M**, concurrently with the execution of this Agreement. By executing this document, it is understood that Sponsor waives his right to receive any District oversizing financial participation in lieu of adhering to public works construction requirements and the District will be required to accept the oversized facilities as contributed capital.~~

~~24. 24. Conversion of Landscape Irrigation to Recycled Water NOT APPLICABLE THEREFORE STRIKEN~~

~~Construction of on-site landscape irrigation systems has been conditioned in the Plan of Service to be designed for recycled water use when it becomes available. At such time, District will disconnect the landscape irrigation meter from the potable system and connect it to the recycled system under the direction of District's Recycled Water Operations Group.~~

~~Conversions Involving Small Landscape Meters (3 inches or less). District will disconnect service from the potable system and connect to the recycled system at no charge to Sponsor when recycled water becomes available. District will not reimburse any of the Landscape Meter Financial Participation Charges paid by Sponsor for interim potable water service. Rates for water service will be the then in effect recycled water rates per Resolution No. 3351.~~

~~Conversions Involving Large Landscape Meters (4 inches or greater). At the time of conversion to recycled water, the current landowner will be required to reimburse District for its costs to connect the landscape irrigation facilities to the recycled system. A pro-rated share of previously paid Landscape Meter Financial Participation Charges shown on Exhibit G-2 will be reimbursed to the current property owner. The amount of reimbursement will be determined based on a 30-year pro-rated payment schedule from the date the fees were originally paid to the date that new recycled water service is activated. All reimbursements will be paid to the current owner of land and will not be transferable to any other parcel of land or refunded to any other party. Rates for water service will be the then in effect recycled water rates per Resolution No. 3351.~~

~~25. Performance and Payment Bonds for Developer Projects with a CFD NOT APPLICABLE THEREFORE STRIKEN~~

~~At the pre-construction meeting, Sponsor shall provide District a faithful performance bond and a labor payment bond in accordance with the requirements set forth in Exhibit O attached to this Agreement.~~

NOT APPLICABLE - No District Participation

DISTRICT'S FIXED FINANCIAL PARTICIPATION
(Tract Number)

District agrees to pay Sponsor the total fixed sum of \$ _____ as reimbursement for sewer pipeline oversizing (Point A) to (Point B). The breakdown of the reimbursement is as follows:

Sewer:

$$\#(\text{inch} - \text{requested}) - \#(\text{inch} - \text{needed}) = \#(\text{inch} - \text{oversizing})$$

$$\#(\text{inch} - \text{oversizing}) \times \frac{\$3.75}{(\text{diameter} - \text{inch}) / \text{l.f.}} = \frac{\$}{\text{l.f.}}$$

$$\frac{\$}{\text{l.f.}} \times \text{_____ (l.f.)} = \$ \text{_____}$$

Water:

$$\#(\text{inch} - \text{requested}) - \#(\text{inch} - \text{needed}) = \#(\text{inch} - \text{oversizing})$$

$$\#(\text{inch} - \text{oversizing}) \times \frac{\$3.00}{(\text{diameter} - \text{inch}) / \text{l.f.}} = \frac{\$}{\text{l.f.}}$$

$$\frac{\$}{\text{l.f.}} \times \text{_____ (l.f.)} = \$ \text{_____}$$

The terms of reimbursement are as follows:

- 1) No reimbursement for oversizing/extension of facilities can occur if the job is not bid and constructed via prevailing wage requirements. Certified payroll must be submitted to EMWD to insure receipt of payment upon completion and acceptance of the facilities.
- 2) No changes in reimbursement amounts will be considered during construction phase.
- 3) Payment will be made upon receipt of Sponsor's invoice to be submitted within 30 calendar days after District's final acceptance of the facility.
- 4) Additional capacity reimbursement will be deducted from Sponsor's CFD or AD (acquisition) reimbursement of facility costs, if applicable.

DOCUMENTS TO BE FURNISHED

	DOCUMENTS(S):	Due Date	Applicable	Not Applicable
A	City/County/Road Permits	(a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B	Easements	(a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C	Deeds	(a)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D	Final Cost Accounting Records	(b)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E	Bill of Sale	(c)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F	Petition for Improvement District Annexation/Formation	(c)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
G	Billing for District's Financial Participation	(d)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
H	List of Street Addresses	(c)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I	Water Pressure Notice	(a)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
J	Treatment Plant Location Notification	(a)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
K	Preliminary Cost Accounting Records	(a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
L	Certificate(s) of Insurance	(c)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
M	Reimbursement Waiver Form	(c)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
N	Customer Billing Information	(c)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
O	Performance & Payment Bonds (CFD Projects)	(e)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

- (a) Prior to Pre-construction Meeting.
 (b) Within 90 calendar days after District's acceptance of the Subject Facilities.
 (c) Upon Sponsor's execution and delivery of this Agreement to District.
 (d) Within 30 calendar days after District's acceptance of the Subject Facilities
 (e) At the pre-construction meeting

ESTIMATE OF CHARGES TO BE PAID BY SPONSOR

PAYMENT FOR:		AMOUNT	APPLICABLE	NOT APPLICABLE
A.	Estimated District Engineering & Inspection Expenses	\$ 24,918.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.	Estimated District Material & Construction Expenses	12,600.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.	Non-Reimbursable Frontage Fees:			
	(1) Water	0.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	(2) Special Water	0.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	(3) Sewer	0.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	(4) Special Sewer	0.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D.	Financial Participation Charges:			
	(1) Domestic Water System Facilities	*	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	(2) Domestic Water System Facilities (Landscape)	*	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	(3) Sewer System & Recycled Water Facilities	*	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	(4) Sewer Treatment Plant Capacity Charges	*	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E.	Pre Occupancy Unmetered Water (per lot) for flushing and testing of interior plumbing - not for use of construction water as it relates to compaction, grading, landscaping, etc. see Exhibit D Item 3 for further clarification.	*	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F.	Meters	*	<input type="checkbox"/>	<input checked="" type="checkbox"/>
G.	Source Control Fees	*	<input type="checkbox"/>	<input checked="" type="checkbox"/>
H.	Per Addendum Processing Fee	*	<input type="checkbox"/>	<input checked="" type="checkbox"/>
I.	Water Supply Development Fee	*	<input type="checkbox"/>	<input type="checkbox"/>
Total		\$ 37,518.00		
Less Previous Fees Paid For WO 12838		\$ - < 8,394.81 >		
Amount to be Remitted with Agreement		\$ 29,123.19		

***FEES ASSOCIATED WITH NEW SERVICE CONNECTIONS DEFERRED UNTIL SERVICE IS REQUESTED THROUGH SEPARATE APPLICATION FOR SERVICE.**

ALL CHARGES SHALL BE SUBJECT TO ADJUSTMENT TO REFLECT THE APPLICABLE PER UNIT CHARGE AT THE TIME SERVICE IS REQUESTED (SEE Paragraph 9.B of Agreement)

CREDITS TO SPONSOR TOWARD PAYMENT OF APPLICABLE DISTRICT CHARGES

<u>DESCRIPTION OF WATER RELATED CREDITS</u>	<u>AMOUNT OF CREDIT</u>	<u>APPLICABLE</u>	<u>NOT APPLICABLE</u>
Nonreimbursable Charges Credited to Sponsor:			
1) Capacity Charges (Sponsor Required Capacity)	0.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>
 Potentially Reimbursable Charges Credited to Sponsor:			
1) Water Frontage Charges	0.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2) Additional Special Water Frontage Charges	0.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Other	0.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Water Frontage Charges Previously Paid By Others	0.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>
 <u>DESCRIPTION OF SEWER RELATED CREDITS</u>			
Nonreimbursable Charges Credited to Sponsor:			
1) Capacity Charges (Sponsor Required Capacity)	0.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>
 Potentially Reimbursable Charges Credited to Sponsor:			
1) Sewer Frontage Charges	0.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2) Additional Special Sewer Frontage Charges	0.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Other	0.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sewer Frontage Charges Previously Paid By Others	0.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Attachments:

H-1 Frontage Charge Memorandum

MEMO NO. _____
 COORD NO. _____
 SO/CO. _____
 ID NO. _____

POTENTIALLY REIMBURSABLE FRONTAGE CHARGES
(CREDITED)

Eastern Municipal Water District (District) hereby acknowledges credit of the following amounts from the below named Sponsor(s):

Sponsor(s) Name and Address	Amount of Payment	Percent of Total Payment
1. NOT APPLICABLE	\$NOT APPLICABLE	%NOT APPLICABLE
2. _____	\$ _____	_____
3. _____	\$ _____	_____
4. _____	\$ _____	_____

Covering the payment of: Potentially Reimbursable ☐Water ☐Sewer ☐Frontage ☐
 Special Frontage Charges along the property of others, under the attached "FRONTAGE TERMS AND CONDITIONS" which are applicable to the following described parcel(s):

Item No.	Frontage Description/General Location	L.F.	\$Amt/L.F.	Total Charge
1.	NOT APPLICABLE		\$	\$0.00
2.			\$	\$0.00
3.			\$	\$0.00
4.			\$	\$0.00
	Total			\$0.00

Distribution: M&R

 (Date) / (Initial)

FRONTAGE TERMS AND CONDITIONS (NOT APPLICABLE)

1. WATER AND SEWER FRONTAGE CHARGES

All nonreimbursable and potentially reimbursable water and sewer frontage charges are levied and collected by the District in accord with applicable provisions of District's rules and regulations (Resolution Nos. 229 and 1643), as amended.

2. FRONTAGE CHARGES SEPARATE FROM AND IN ADDITION TO OTHER CHARGES

All water and sewer frontage charges are separate from and in addition to other applicable charges and costs, including, but not limited to, water service connection meter, sewer service lateral, financial participation charges, and the costs of other facilities required to provide service to the involved development.

3. REIMBURSEMENT TERMS AND CONDITIONS

Potentially reimbursable water and sewer frontage charges are subject to the following terms and conditions:

- A. No interest will be credited to or paid on any potentially reimbursable balance;
- B. As and when the owner of land(s) for which potentially reimbursable frontage charges have been previously paid requests service from the related water or sewer facility, District will collect from said owner applicable non-reimbursable frontage charges pursuant to District rules and regulations;
- C. During the ten (10) year period which follows the date of the involved FRONTAGE CHARGE MEMORANDUM ("MEMORANDUM"), as and when the District collects nonreimbursable frontage charges from the owner of the land for which potentially reimbursable frontage charges have been previously paid, District will make reimbursement to the Sponsor(s) named in the related MEMORANDUM in an amount equivalent to the per front foot charge set forth in said MEMORANDUM times the frontage for which nonreimbursable frontage charges are collected by District;
- D. All such reimbursements of potentially reimbursable frontage charges will be paid by District to the involved Sponsor(s) named in the related MEMORANDUM, in the amount of each Sponsor's percentage of the then outstanding potentially reimbursable balance owing under said MEMORANDUM;
- E. All reimbursements will be limited to those which can be made by the District within the ten (10) year period which begins after District's acceptance of facilities; and
- F. The potential reimbursable balances due a Sponsor under a MEMORANDUM will be assignable to another party only as to the total reimbursable amount then owing. District will change its records to effect such an assignment responsive to its receipt and approval of a "Reimbursable Balance Assignment Notification and Record" form, which has been duly completed and executed by the involved Assignor and Assignee, after which District will execute the confirmation portion of the form and furnish a copy thereof to both the involved Assignor and Assignee.

4. FRONTAGE CHARGE PAYMENTS PERTINENT TO THE DESIGNATED PARCEL OF LAND

All nonreimbursable and potentially reimbursable frontage charges will be pertinent to the parcel of land designated in the related MEMORANDUM and will not be transferable to any other parcel of land.

BILL OF SALE

For a valuable consideration, receipt of which is hereby acknowledged COUNTY OF RIVERSIDE, a political subdivision of the State of California, (Seller), hereby bargains, conveys, and grants unto the Eastern Municipal Water District (District), a public agency of the State of California, the following described personal property: Water System Facilities to be constructed as shown on Exhibit B, and to be located within Instrument Number 2011-0449454 Recorded on October 12, 2011 and Instrument Number 2011-0449455 Recorded on October 12, 2011, of the official records of said Riverside County, such conveyance to become effective upon completion of the construction/installation by Seller's Contractor(s) and acceptance by the District of such personal property, which is more specifically described as:

The Subject Facilities which are to be furnished and constructed by Sponsor's Contractor(s) as described and provided for in that certain Agreement, by and between Sponsor (Seller in this Bill of Sale) and District, dated _____, to which this Bill of Sale is attached as Exhibit J.

Seller hereby warrants that the above-described personal property is free and clear of any and all encumbrances. In this regard Seller hereby agrees to protect and defend (District's) right to own, operate, maintain and provide services through all the personal property hereby transferred to District's ownership wherein the defense of the District's right to own, operate, maintain and provide services as provided hereinabove results from any person or entity's alleged rights to any of the personal property described hereinabove or for any monetary damages resulting from the nonpayment by Seller of any person or entity having the right to file a lien against said personal property. Seller further agrees to indemnify the District for any and all losses which may be occasioned or suffered by the District as a result of any claims by others as to clear title of the personal property covered hereby.

Subscribed and sworn to before me
this ____ day of _____ 201__.

Notary Public in and for the State of California

Expiration Date _____

SELLER

By: _____

Bob Buster

(Signature)
BOB BUSTER

CHAIRMAN, BOARD OF SUPERVISORS

(Print Name and Title)

Dated: NOV 08 2011

ATTEST:

KECIA HARPER-JHEM, Clerk

By: _____

Kecia Harper-Jhem
DEPUTY

FORM APPROVED COUNTY COUNSEL

BY: _____

SYNTHIA M. GUNZEL

DATE

EXHIBIT J

NOV 08 2011 3.0

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

§

On November 8, 2011, before me, Karen Barton, Board Assistant, personally appeared Bob Buster, Chairman of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Kecia Harper-Ihem
Clerk of the Board of Supervisors

By:


Deputy Clerk

(SEAL)

SPECIAL TERMS AND CONDITIONS

Sewer and /or Water Financial participation charges are to be determined at the time of Application for Service. Application for Service will require an individual addenda to this agreement upon submittal of plot plans, city conditions, etc. by each respective site developer.

Water conservation is of utmost importance to the District. Best Management Practices (BMP's) water conservation programs are promoted throughout our service area. Sponsor agrees to support the overall management of water resources by promoting water conservation programs/incentives, water saving appliances, and California friendly landscaping within the new development project. Sponsor's project must meet all plumbing and landscaping code requirements established by the City or County within which the project resides. Large commercial landscaping will require a dedicated landscape irrigation meter, submittal of plans for approval, and an approved water budget.

IMPLEMENTING FACILITIES

Water

1. NONE

Sewer

1. NONE

EXHIBIT L
INSURANCE REQUIREMENTS

PART A - STANDARD INSURANCE REQUIREMENTS FOR NON-CFD PROJECTS & FEES ONLY CFD PROJECTS

- I. Prior to the Pre-job construction meeting, Sponsor or Sponsor's contractor, shall provide District with certificates of insurance coverage in accordance with these requirements.
- II. Sponsor or Sponsor's contractor shall not commence work under this contract until he has obtained all policies of insurance required hereunder, nor shall he allow any subcontractor to commence work until all policies of insurance required of the subcontractor have been obtained.
- III. Sponsor or Sponsor's contractor shall, during the life of this contract, notify District in writing of any incident, either under his jurisdiction, or any of his subcontractors, resulting in a Bodily Injury or Property Damage claim and any resultant settlements, which may affect the limits of the required coverage, as soon as is reasonable and practical.
- IV. Sponsor or Sponsor's contractor, and each of his subcontractors, shall take out and maintain the following policies of "occurrence form" type insurance, with coverages reasonably acceptable to the District, at his sole cost and expense at all times during the life of this contract, including the entire time of the Contractor's guarantee.

A. **Workers' Compensation Insurance** to cover employees as required by Section 3700 of the Labor Code of the State of California, and Contractor shall require all subcontractors similarly to provide such workers' compensation insurance for all subcontractors' employees. Such policy shall contain an endorsement that waives all right of subrogation against those persons or entities designated in the policy of Commercial Liability Insurance

B. **Commercial Liability Insurance.** Sponsor or Sponsor's Contractor shall procure and maintain Commercial Liability Insurance in amounts not less than the following:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products-Completed Operations Aggregate

Where excess liability insurance is used in connection with primary liability insurance the combination of such must allow total limits of liability to be in amounts not less than the above specified amounts.

C. **Automobile Liability Insurance.** Sponsor or Sponsor's Contractor shall procure and maintain Automobile Liability Insurance in amounts not less than the following:

\$1,000,000 Combined Single Limit

- D. **Equipment**. Sponsor or Sponsor's Contractor shall be solely responsible for its tools, equipment, supplies and materials on and off the jobsite, and shall require its subcontractors to be solely responsible for all maintenance, damage, destruction or theft of subcontractor's tools, equipment, supplies and materials on and off the jobsite until the work of this contract is completed, signed off and accepted by the District.

V. Each such policy of insurance shall:

- A. Be issued by insurance carriers that are:
1. Licensed to transact insurance business in California; and
 2. Rated no less than **A-, Class VIII (8)** by the A.M. Best Company.
- B. Captive and/or Risk Retention groups are not acceptable unless rated no less than **A-, Class VIII (8)** by the A. M. Best Company; and
- C. Self Insured Retention (SIR) greater than \$100,000 is acceptable subject to Sponsor providing verification of Sponsor's current net-worth as follows:

SIR Limit	Net-Worth
\$100,000	N/A
\$100,001 to \$250,000	\$2,500,000
\$250,001 to \$500,000	\$5,000,000
\$500,001 to \$1,000,000	\$10,000,000
\$1,000,001 to \$5,000,000	\$50,000,000

VI. Non-admitted/Surplus Lines insurance carriers (carriers not licensed in the State of California), may be acceptable to the District under certain conditions. Non-admitted insurance carriers providing any form of insurance coverage must be:

- A. Domiciled or authorized to do business in the United States; and/or listed as an approved insurance carrier on the California Department of Insurance L.E.S.L.I. list;
- B. Rated no less than **A-, Class VIII (8)** by the A.M. Best Company; and
- C. Risk Retention Groups and/or Captive Insurance carries are not acceptable unless they can provide an AM Best rating that meets District's policy

The District reserves the right to disqualify any **admitted** or non admitted insurer at any time. In the event an insurer does not meet the requirements herein, Contractor shall have **30 calendar days** to submit replacement insurance in conformance with these requirements.

VII. **Additional Insured:** Name and list the District as "Additional Insured" by utilizing endorsement form CG 20 10 11/85, or CG 20 10 10/01 with CG 20 37 10/01 to include

Completed-Operations (or equivalent forms) beyond the completion date. Endorsements are required with certificate.

- VIII. Not be canceled, reduced in coverage or limits until thirty (30) days after receipt by the District of a written notice of such cancellation or reduction of coverages or limits.
- IX. Be endorsed for the **Aggregate Limit to Apply to this Project** by utilizing endorsement form "CG 25 03 03 97" (or equivalent), executed by the insurance carrier. Endorsement required with certificate.
- X. Show evidence of renewal of an expiring policy in conformance with District standards.
- XI. If sponsor is unable to fulfill the insurance requirements stipulated herein, sponsor has the option to:
 - A. Post a Standby Letter of Credit for \$1 million, approved by the District, to be in place for 3 years beyond the completion of the project; or
 - B. Post a CD for \$1 million, approved by the District, to be in place for 3 years beyond the completion of the project.

PART B - INSURANCE REQUIREMENTS FOR SPECIAL FUNDING (AD/CFD) PROJECTS

- I. **Prior to the Pre-job construction meeting, Sponsor and Sponsor's Contractor (if different from Sponsor), shall provide District with certificates of insurance coverage in accordance with these requirements.**
- II. Sponsor and Sponsor's Contractor shall not commence work under this contract until he has obtained all policies of insurance required hereunder, nor shall he allow any subcontractor to commence work until all policies of insurance required of the subcontractor have been obtained.
- III. Sponsor and Sponsor's Contractor shall, during the life of this contract, notify District in writing of any incident, either under his jurisdiction, or any of his subcontractors, resulting in a Bodily Injury or Property Damage claim and any resultant settlements, which may affect the limits of the required coverage, as soon as is reasonable and practical.
- IV. Sponsor and Sponsor's Contractor and each of his subcontractors shall take out and maintain the following policies of "occurrence form" type insurance, with coverages reasonably acceptable to the District, at his sole cost and expense at all times during the life of this contract, including the entire time of the guarantee:

SPONSOR'S CONTRACTOR AND ALL SUBCONTRACTORS:

- A. **Workers' Compensation Insurance.** Sponsor's Contractor and subcontractors shall cover employees as required by Section 3700 of the Labor Code of the State

of California, and Contractor shall require all subcontractors similarly to provide such workers' compensation insurance for all subcontractors' employees. Such policy shall contain an endorsement that waives all right of subrogation against those persons or entities designated in the policy of Commercial Liability Insurance.

- B. **Equipment.** Sponsor's Contractor shall be solely responsible for its tools, equipment, supplies and materials on and off the jobsite, and shall require its subcontractors to be solely responsible for all maintenance, damage, destruction or theft of subcontractor's tools, equipment, supplies and materials on and off the jobsite until the work of this contract is completed, signed off and accepted by the District.

SPONSOR:

- a. **Commercial Liability Insurance.** Sponsor shall procure and maintain Commercial Liability Insurance in amounts not less than the following:

**\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products-Completed Operations Aggregate**

Where excess liability insurance is used in connection with primary liability insurance the combination of such must allow total limits of liability to be in amounts not less than the above specified amounts.

- b. **Automobile Liability Insurance.** Sponsor shall procure and maintain Automobile Liability Insurance in amounts not less than the following:

\$1,000,000 Combined Single Limit

- i. Each such policy of insurance shall:
- A. Be issued by insurance carriers that are:
1. Licensed to transact insurance business in California; and
 2. Rated no less than **A-, Class VIII (8)** by the A.M. Best Company.
- B. Captive and/or Risk Retention groups are not acceptable unless rated no less than **A-, Class VIII (8)** by the A. M. Best Company; and
- C. Self Insured Retention (SIR) greater than \$100,000 is acceptable subject to Sponsor providing verification of Sponsor's current net-worth as follows:

SIR Limit	Net-Worth
\$100,000	N/A
\$100,001 to \$250,000	\$2,500,000
\$250,001 to \$500,000	\$5,000,000
\$500,001 to \$1,000,000	\$10,000,000
\$1,000,001 to \$5,000,000	\$50,000,000

- VI. Non-admitted/Surplus Lines insurance carriers (carriers not licensed in the State of

California), may be acceptable to the District under certain conditions. Non-admitted insurance carriers providing any form of insurance coverage must be:

- A. Domiciled or authorized to do business in the United States; and/or listed as an approved insurance carrier on the California Department of Insurance L.E.S.L.I. list;
- B. Rated no less than **A-, Class VIII (8)** by the A.M. Best Company; and
- C. Risk Retention Groups and/or Captive Insurance carriers are not acceptable unless they can provide an AM Best rating that meets District's policy.

The District reserves the right to disqualify any **admitted** or non admitted insurer at any time. In the event an insurer does not meet the requirements herein, Contractor shall have **30 calendar days** to submit replacement insurance in conformance with these requirements.

- VII. **Additional Insured:** Name and list the District as "Additional Insured" by utilizing endorsement form CG 20 10 11/85, or CG 20 10 10/01 with CG 20 37 10/01 to include Completed-Operations **(or equivalent forms)** beyond the completion date. Endorsements are required with certificate.
- VIII. Not be canceled, reduced in coverage or limits until thirty (30) days after receipt by the District of a written notice of such cancellation or reduction of coverages or limits.
- IX. Be endorsed for the **Aggregate Limit to Apply to this Project** by utilizing endorsement form "CG 25 03 03 97" (or equivalent), executed by the insurance carrier. Endorsement required with certificate.
- X. Show evidence of renewal of an expiring policy in conformance with District standards.
- XI. If sponsor is unable to fulfill the insurance requirements stipulated herein, sponsor has the option to:
 - A. Post a Standby Letter of Credit for \$1 million, approved by the District, to be in place for 3 years beyond the completion of the project; or
 - B. Post a CD for \$1 million, approved by the District, to be in place for 3 years beyond the completion of the project

Part C- SPECIAL Insurance Requirements for Self-Insured Retention (SIR) and WRAP Programs
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- I. As an alternative, Sponsor or Sponsor's Contractor (if different from Sponsor) may satisfy the requirements of Part A or Part B via Wrap coverage and Self-Insured Retention as provided for in this section.

- II. Prior to the Pre-job construction meeting, Sponsor or Sponsor's Contractor, shall provide District with Certificates of insurance coverage in accordance with these requirements.
- III. Sponsor or Sponsors contractor shall not commence work under this contract until he has obtained all policies of insurance required hereunder, nor shall he allow any subcontractor to commence work until all policies of insurance required of the subcontractor have been obtained.
- IV. Sponsor or Sponsor's contractor shall, during the life of this contract, notify District in writing of any incident, either under his jurisdiction, or any of his subcontractors, giving rise to any potential Bodily Injury or Property Damage claim and any resultant settlements, whether in conjunction with this or any other project which may affect the limits of the required coverage, as soon as is reasonable and practical.
- V. Sponsor or Sponsor's contractor, and each of his subcontractors, shall take out and maintain the following policies of "Occurrence form" type insurance, with coverages acceptable to the District, at his sole cost and expense at all times during the life of this contract, including the entire time of the Contractor's guarantee.
 - A. **Workers Compensation Insurance** to cover employees as required by Section 3700 of the Labor Code of the State of California, and Contractor shall require all subcontractors similarly to provide such worker's compensation insurance for all subcontractors' employees. Such policy shall contain an endorsement that waives all right of subrogation against those persons or entities designated in the policy of Commercial Liability Insurance. Such policy shall provide employers liability limits of **\$1,000,000.00**.
 - B. **Commercial Liability Insurance.** Sponsor or Sponsor's Contractor shall procure and maintain commercial liability insurance in amounts stated as follows:
 1. **WRAP Insurance:** Sponsor or Sponsor's contractor may satisfy the requirements of General Liability Insurance by providing a "Wrap Insurance Program" that includes all eligible contractors and subcontractors. The program may be structured using a combination of Commercial Liability insurance (primary and excess) and self insurance, which will cover Bodily Injury and Property Damage liability exposures in connection with the Project listed. (Wrap coverage **EXCLUDES** Auto, Worker's Compensation and Property/Builders Risk coverage.) The maximum limits allowed are set forth below. Sponsor shall provide the District with verification of Sponsor's current net-worth.

Net-Worth	SIR limit	Insurance Limit	
		Occurrence	Aggregate
Not Required	Up to \$100,000	\$10,000,000	\$20,000,000
\$2,500,000	\$100,001 to \$250,000	\$15,000,000	\$30,000,000
\$5,000,000	\$250,001 to \$500,000	\$15,000,000	\$30,000,000
\$10,000,000	\$500,001 to \$1,000,000	\$20,000,000	\$30,000,000
\$50,000,000	\$1,000,001 to \$5,000,000	\$30,000,000	\$40,000,000

\$100,000,000	\$5,000,001 to \$10,000,000	\$40,000,000	\$50,000,000
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- a. If Sponsor provides Wrap insurance **per project**, the aggregate limit stated above does not apply.
- b. Completed operations and Products coverage will be maintained for a minimum of 10 years.

- C. **Automobile Liability Insurance**. Sponsor or Sponsor's Contractor shall procure and maintain Automobile Liability Insurance in amounts not less than the following:

\$1,000,000 (Primary and Excess)

- D. **Equipment**: Sponsor and or Sponsor's Contractor shall be solely responsible for its tools, equipment, supplies and materials on and off the jobsite, and shall require its subcontractors to be solely responsible for all maintenance, damage, destruction or theft of subcontractor's tools, equipment, supplies and materials on and off the jobsite until the work of this contract is completed, signed off and accepted by the District.

VI. **EACH such policy shall:**

- A. Be issued by insurance carriers that are:
 - 1. Licensed to transact insurance business in California; and / or
 - 2. Rated no less than **A, Class XI (11)** for Wrap coverage and **A-, Class VIII (8)** for Auto and Worker's Comp by the current A.M. Best Guide
- B. Captive and/or Risk Retention groups are not acceptable unless rated no less than **A, Class XI (11)** for Wrap coverage and **A-, Class VIII (8)** for Auto and Worker's Comp by the current A.M. Best Guide; and

VII. Non-admitted / Surplus Lines insurance carriers (carriers not license in the State of California), may be acceptable to the District under certain conditions. Non-admitted insurance carriers providing any form of insurance coverage must be:

- A. Domiciled in the United States; and / or Listed as an approved insurance carrier on the California Department of Insurance L. E. S.L. I. List;
- B. Rated no less than **A, Class XI (11)** for Wrap coverage and **A-, Class VIII (8)** for Auto and Worker's Comp by the current AM Best Guide; and
- C. Risk Retention Groups and/or Captive Insurance carriers are NOT acceptable unless they can provide an AM Best rating that meets the District's policy

The District reserves the right to disqualify any **admitted** or non-admitted insured at any time. In the event an insurer does not meet the requirements herein, Contractor shall have **30 calendar days** to submit replacement insurance in conformance with these requirements.

- VIII. **Additional Insured:** Name and list the District as an "Additional Named Insured" by utilizing endorsement from CG20 10 11/85 ed. or its equivalent (CG 2010 10/01ed with the CG 2037 10/01ed. for example) to include completed operation/product coverage. Endorsements to the insurance contracts are required to be submitted with the certificates of insurance.
- A. WRAP programs may include "Blanket Additional Insured endorsement" to the CGL policy under the WRAP policy provided it also provides the equivalent coverage of the Accord CG 20 10 11/85 endorsement.
- IX. Not to be cancelled reduced in coverage or limits, until thirty (30) days after receipt by the District of a written notice of such cancellation or reduction of coverages or limits as evidenced by receipt of a registered letter.
- X. Show evidence of renewal of an expiring policy in conformance with District Standards.

IF SPONSOR IS UNABLE TO FULFILL THE INSURANCE REQUIREMENTS STIPULATED HEREIN, SPONSOR HAS THE OPTION, WITH THE PRIOR WRITTEN CONSENT OF DISTRICT, TO:

(a) (i) Cause a financial institution ("Bank") located and doing business in the State of California and acceptable to the District, to issue and deliver to the District an irrevocable standby letter of credit in the sum of One Million Dollars (\$1,000,000.00) ("Letter of Credit"). The Letter of Credit shall be reasonably satisfactory to the District as to form and content. The Letter of Credit shall comply in all respects with District's policy or policies (collectively, "Policy") with respect to Letters of Credit on file at District's finance department, if any. In the event of a conflict between the provisions of this Section and the Policy, the Policy shall control. In the event the Sponsor fails to deliver to the District the Letter of Credit when required by the District, the Sponsor shall be required to provide to District all of the insurance required under this Exhibit L. The Letter of Credit shall provide that District shall have the absolute right to draw on the Letter of Credit upon notice to the Bank that there is a claim against the District under the indemnity set forth in the Agreement, or in the event the District determines that the insurance set forth in this Exhibit L would otherwise be applicable. The District, in its option, may draw all or a portion of the funds represented by the Letter of Credit. In the event the District draws on the Letter of Credit, the District shall deposit such sums in an account established by District and may be used by District to satisfy any obligations of Sponsor. If the Letter of Credit is not renewed within thirty (30) days prior to its expiration date and the requirements for release or termination of the Letter of Credit have not then been met, the full amount of the Letter of Credit may be drawn by the District. The Letter of Credit, or a substitute letter of credit ("Substitute Letter of Credit"), shall be renewed not less than thirty (30) calendar days prior to the expiration of the Letter of Credit or the Substitute Letter of Credit then in effect. If the Letter of Credit or Substitute Letter of Credit is not renewed within thirty (30) days prior to its expiration date and the request for release or termination of the Letter of Credit or Substitute Letter of Credit has not then been met, the full amount of the Letter of Credit or Substitute Letter of Credit may be drawn by District and deposited in an account established by District and may be used as provided in this Section.

(ii) The District shall return the Letter of Credit or the Substitute Letter of Credit to the Sponsor three (3) years after the District has accepted the last facility or improvement to be constructed or installed by Sponsor under the Agreement.

(b) (i) Cause a Bank located and doing business in the State of California and acceptable to the District, to issue and deliver to the District a Certificate of Deposit in the sum of One Million Dollars (\$1,000,000.00) ("Certificate of Deposit"). The Certificate of Deposit shall be reasonably satisfactory to the District as to form and content. The Certificate of Deposit shall comply in all respects with District's policy or policies (collectively, "Policy") with respect to Certificates of Deposit on file at District's finance department, if any. In the event of a conflict between the provisions of this Section and the Policy, the Policy shall control. In the event the Sponsor fails to deliver to the District the Certificate of Deposit when required by the District, the Sponsor shall be required to provide to the District all of the insurance required under this Exhibit L. The Certificate of Deposit shall provide that District shall have the absolute right to draw on the Certificate of Deposit at any time the District determines, in its sole and absolute discretion, there is a claim against the District under the indemnity set forth in the Agreement or in the event the District determines that the

insurance set forth in this Exhibit L would otherwise be applicable. The District, at its option, may draw all or a portion of the funds represented by the Certificate of Deposit. In the event the District draws on the Certificate of Deposit, the District shall deposit such sums in an account established by District and may be used by District to satisfy any obligations of Sponsor. The Certificate of Deposit shall provide that it will automatically renew through such period of time which is three (3) years after the District has accepted the last facility or improvement to be constructed or installed by Sponsor under the Agreement. If the Bank does not allow for automatic renewal, Sponsor shall renew the Certificate of Deposit annually. If the Certificate of Deposit is not renewed within thirty (30) days prior to its expiration date and the requirements for release or termination of the Certificate of Deposit have not then been met, the full amount of the Certificate of Deposit may be drawn by the District. The Certificate of Deposit, or a substitute certificate of deposit ("Substitute Certificate of Deposit"), shall be renewed not less than thirty (30) calendar days prior to the expiration of the Certificate of Deposit or the Substitute Certificate of Deposit then in effect. If the Certificate of Deposit or Substitute Certificate of Deposit is not renewed within thirty (30) days prior to its expiration date and the request for release or termination of the Certificate of Deposit or Substitute Certificate of Deposit has not then been met, the full amount of the Certificate of Deposit or Substitute Certificate of Deposit may be drawn by District and deposited in an account established by District and may be used as provided in this Section.

(ii) The District shall return the Certificate of Deposit or Substitute Certificate of Deposit to the Sponsor three (3) years after the District has accepted the last facility or improvement to be constructed or installed by Sponsor under the Agreement.

CUSTOMER BILLING INFORMATION

The following billing information must be filled out and returned with the signed agreement.

RIVERSIDE COUNTY REGIONAL MEDICAL CENTER

Company Name (as it will appear on billing statement)

25620 CACTUS ST. AVE.

Billing Street Number

Billing Street Name

MORENO VALLEY

Billing City

CA

Billing State

92555

Billing Zip

FISCAL SERVICES (DONNA POSEY)

Contact First Name

Contact Last Name

(951)

406

-

4367

Ext.

Accounts Payable Phone Number

RIVERSIDE COUNTY REGIONAL MEDICAL CENTER EXPANSION, PHASE 1

Project Name

APN 486-280-0347 / APN 486-280-026 / APN 486-280-025

Tract Number

Lot Number(s)

NOT APPLICABLE

Revision: 10/25/10

EXHIBIT O
PERFORMANCE AND PAYMENT BONDS
(for CFD Projects)

The performance and payment bonds shall be delivered to the District at the preconstruction conference and must be accepted by the District prior to the start of construction.

The Sponsor (Developer) shall furnish a faithful performance bond and a labor payment bond in an amount equal to 100% of the **contract bid amount of the lowest responsive bidder**. All bonds shall be executed by admitted surety insurers, as defined in Code of Civil Procedure section 995.120.

Pursuant to Section 995.660(a) of the Code of Civil Procedure, the Sponsor (Developer) shall submit the following documents with the performance and payment bonds:

- (1) The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bond to do so;
- (2) A certified copy of the certificate of authority of the insurer issued by the State of California's Insurance Commissioner; and
- (3) Copies of the insurer's most recent annual and quarterly statements filed with the Department of Insurance.

As an alternative, Sponsor may submit a dual obligee rider along with the performance and payment bonds to post with the County and/or City, subject to the provisions stated herein and acceptable to the District. The bonds and dual obligee rider shall be submitted in duplicate originals; 1 set to remain with the District.

Return of Original Performance and Payment Bonds.

Once the project is completed and accepted by the District, the Inspector shall issue a Total Completion Report. The District shall process a Notice of Acceptance to the Riverside County Recorder's Office for recordation.

Upon request by the Developer, the bonds shall be returned as follows:

Performance Bond: Upon completion of the full warranty period of 12 months, from the recorded Notice of Acceptance date.

Payment Bond: 7 months from the recorded Notice of Acceptance date

MEMORANDUM OF UNDERSTANDING
FOR TEMPORARY WATER AND/OR SEWER SERVICE

This Memorandum of Understanding (MOU) is entered into by and between **COUNTY OF RIVERSIDE, a political subdivision of the State of California**, hereinafter referred to as "Sponsor" and Eastern Municipal Water District, a public agency, hereinafter referred to as "District".

1. On _____, 201__, a Standard Water and/or Sewer Facilities Service Agreement was entered into between Sponsor and District setting forth financial and other arrangements associated with the subject facilities and the provision of service therethrough.

Paragraph 8 of the agreement provided for the execution of a Special Water and/or Sewer Interim Facilities Agreement to make service available prior to District's acceptance of said water and/or sewer facilities. This agreement serves that purpose with the following conditions:

- a. District agrees to provide temporary water and/or sewer service to those units described on Exhibit "A," attached hereto and by this reference incorporated herein, upon receipt of written notice from Sponsor requesting such service. Notice shall be received by District no less than thirty (30) days prior to the need for temporary service by Sponsor;
 - b. District shall have no obligation to provide temporary water and/or sewer services to any other unit or any portion of the property described and/or depicted in the agreement, unless described in Exhibit "A." No course of dealing between Sponsor and District will operate as an implied or express right to receive temporary water and/or sewer service to any portion of Sponsor's property, except as set forth in a written instrument signed by both parties;
 - c. Sponsor shall remit a \$26 processing fee per addendum for Occupancy Release requests, subject to no less than four (4) lots per addendum; and
 - d. Sponsor, at its expense, shall make any repairs or alterations to facilities if they fail to meet District approved standards.
2. Paragraph 11 of Exhibit D to the Standard Water and/or Sewer Facilities Agreement states that upon completion of the water and/or sewer facilities by Sponsor and acceptance of ownership by District, the District will provide service through such facilities in accordance with District's applicable rules and regulations. All of the parties' rights and obligations herein shall cease and be of no further force or effect.
3. District hereby agrees to provide interruptible domestic water service and/or sewer service pending Sponsor's completion of all facilities and acceptance of ownership by District as specified in the Standard Water and/or Sewer Facilities Agreement if the following conditions are met by Sponsor:
 - a. Hold Harmless. Sponsor hereby agrees to indemnify and hold District harmless from any and all claims for damage to property or injuries to persons arising by reason of or in any manner connected with the temporary operations covered by the Agreement and this MOU. Such indemnification shall include attorneys' fees and court costs; and

- b. Insurance Policy. Sponsor shall continuously maintain in full force and effect during the term of this MOU, the policies and limits of insurance coverage as set forth in Exhibit L of the Standard Water and/or Sewer Facilities Service Agreement.
- c. District Inspection/Acceptance. District's inspection personnel shall have authority to enforce District approved construction plans and specifications. Such authority shall include the authority to require Sponsor to make repairs or replace unacceptable materials during the period of temporary utility service. Final District acceptance shall follow District's final inspection and testing and completion of all improvements including other utilities, curbs and paving. District's inspection does not include inspection for compliance with safety requirements by Sponsor or its contractors or subcontractors. Any inspection completed by District shall be for its own benefit, and neither Sponsor nor any third party shall be entitled to rely thereon for any purpose.
4. It is understood and agreed by Sponsor that any changes to the terms and conditions of this MOU or the Agreement shall be in writing and signed by Sponsor and District and that District retains the right to terminate temporary utility service to or through Sponsor's facilities at any time as determined by District in accordance with applicable rules and regulations.
5. This MOU is of no effect until executed by both parties.
6. In the event suit is brought to enforce or interpret any part of the Agreement or this MOU, the prevailing party shall be entitled to recover costs and expenses of the action, including, without limitation:
- a. Attorneys' fees;
 - b. Direct general overhead and administrative costs incurred by said party in connection with the preparation for and/or participation in the action, including, but not limited to, assisting in investigations and discovery, participating in depositions and in any trial or similar proceeding, and the preparation of records, reports, diagrams, maps and other writings (as defined in Section 250 of the California Evidence Code);
 - c. Expert witness fees;
 - d. Transcript costs, court costs and other similar costs;
 - e. Consultant's fees;
 - f. Any other miscellaneous costs directly relating to the claim or action.

WIT:
KECIA HARPER-HEM, Clerk
By: [Signature]
DEPUTY

SPONSOR

By:

Bob Busta

COUNTY OF RIVERSIDE

EASTERN MUNICIPAL WATER DISTRICT

By:

Alicia Arana

Alicia Arana
Development Coordinator

FORM APPROVED COUNTY COUNSEL

BY:

Synthia M. Gunzel
SYNTHIA M. GUNZEL

DATE

2

Document ID: 3348543

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LEGAL DESCRIPTION

PSN# 3296668, TRACT 486-280-037, Lot Number(s) 1

IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SPONSOR IS PLANNING TO DEVELOP APN 486-280-0347, APN 486-280-026, APN 486-280-025 AS SHOWN ON EXHIBIT B" ATTACHED HERETO AND INCORPORATED HERIN BY THIS REFERENCE. WATER SYSTEM FACILITIES TO BE CONSTRUCTED ARE TO BE LCOATED WITHIN INSTRUMENT NUMBER 2011-0449454 RECORDED ON October 12, 2011 AND INSTRUMENT NUMBER 2011-0449455 RECORDED ON October 12, 2011, OF THE OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY.

EXHIBIT A

**Riverside County Board of Supervisors
Request to Speak**

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: MELITA CHARLES-SINGH

Address: 1494 KEERSAKE LAWE
(only if follow-up mail response requested)

City: PERRIS **Zip:** 92571

Phone #: 943-6172

Date: 11-8-11 **Agenda #** 3.6

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

☒ **Support** ☐ **Oppose** ☐ **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

☐ **Support** ☐ **Oppose** ☐ **Neutral**

I give my 3 minutes to: _____

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda:

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. ***Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.***

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

Addressing the Board & Acknowledgement by Chairman:

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.