

**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE
REDEVELOPMENT AGENCY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

204



FROM: Redevelopment Agency

SUBMITTAL DATE:

December 1, 2011

SUBJECT: Mead Valley Community Center – Eastern Municipal Water District Standard Water and/or Sewer Facilities and Service Agreement and Memorandum of Understanding for Temporary Water and/or Sewer Service

RECOMMENDED MOTION: That the Board of Directors:

1. Ratify and approve the Standard Water and/or Sewer Facilities and Service Agreement and Memorandum of Understanding (MOU) for Temporary Water and/or Sewer Service for the Mead Valley Community Center Project by and between the agency and Eastern Municipal Water District (EMWD); and
2. Make findings that the proposed agreement, and any needed amendments thereto, and MOU between the agency and EMWD with regard to the Mead Valley Community Center construction is an enforceable obligation of the agency.

BACKGROUND: (Commences on Page 2)

Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$289,206	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 SUPERVISORS AGENDA: No

SOURCE OF FUNDS: I-215 Corridor – Redevelopment Project Area Capital Improvement Project Funds – Mead Valley Sub-Area (previously approved budget)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY:
Jennifer L. Sargent

County Executive Office Signature

- Dep't Recomm.: Consent Policy
- Per Exec. Ofc.: Consent Policy

MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY

On motion of Supervisor Stone, seconded by Supervisor Benoit 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: December 13, 2011
xc: RDA

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.: 4.17 of 6/28/11; 4.3 of 5/3/11

District: 1

Agenda Number

4.1

FORM APPROVED COUNTY COUNSEL
BY:
DATE: 11-22-11
CYNTHIA M. GUNZEL
Departmental Concurrence

Redevelopment Agency

Mead Valley Community Center – Eastern Municipal Water District Standard Water and/or Sewer Facilities and Service Agreement and Memorandum of Understanding for Temporary Water and/or Sewer Service

December 1, 2011

Page 2

BACKGROUND:

On June 28, 2011 the Board approved the construction contract with A.W.I. Builders, Inc. for the construction of the Mead Valley Community Center Project. The Mead Valley Community Center Project located at 21091 Rider Street is located between Brown and Lee Streets in the unincorporated community of Mead Valley. The full scope includes the demolition of existing facilities and the construction of a new 38,958 square foot center which will include, childcare classrooms, community room, senior center, medical and dental clinic, commercial kitchen, multi-purpose recreational field, basketball courts, community garden, water efficient landscaping and off-site street and water/sewer infrastructure improvements.

Part of A.W.I. Builders, Inc. contract is to install the water and sewer infrastructure as approved by EMWD under the civil improvements. The Standard Water and/or Sewer Facilities and Service Agreement and Memorandum of Understanding for Temporary Water and/or Sewer Service contends the Agency will install the infrastructure and once inspected and accepted by EMWD will operate and maintain the system.

This agreement and MOU is considered an enforceable obligation and may be executed because the original construction contract was executed on June 28, 2011. The Agency obligated itself to cooperate with the contractor to facilitate, without undue delay, the services to be performed under the agreement for the construction of the Mead Valley Community Center Project. Staff recommends approval of the Standard Water and/or Sewer Facilities and Service Agreement and Memorandum of Understanding for Temporary Water and/or Sewer Service.



PROJECT MGMT OFFICE
2011 NOV -2 PM 2:27

October 24, 2011

Riverside County Redevelopment Agency
3403 10th Street, Ste 500
Riverside, CA 92507

RE: Agreement Documents for APN 318-210-⁰⁵⁰045 Standard Water and/or Sewer Agreement (REVISED)

To Whom It May Concern:

Enclosed are 2 sets of agreement documents which consist of the **Standard Water and/or Sewer Facilities and Service Agreement**, and the **Memorandum of Understanding**. If pertinent to the project, the package may also contain a **Notice of Water Pressure Condition**, and/or a **Notice of Condition**. Annexation into Eastern Municipal Water District's service area or areas may be required. Please refer to the checklist below to determine which documents, in addition to the Standard Water and/or Sewer Facilities and Service Agreement and Memorandum of Understanding, apply to this particular project.

Please note that this package must be returned with a check for \$_____.00, with the required insurance certificates meeting EMWD's stated criteria (see Exhibit L of the Standard Water and/or Sewer Facilities and Service Agreement), and fully executed no later than December 26, 2011. If submitted after April 24, 2012, this project may be subject to the re-check process, which will cause delay.

For instructions on how to execute the agreement documents, please see the **AGREEMENT PACKAGE INSTRUCTIONS**, included in this package. It is an easy-to-read checklist to ensure proper execution of documents pertaining to this project.

THE FOLLOWING DOCUMENTS ARE ENCLOSED AND NEED ATTENTION:

- Standard Water and/or Sewer Facilities and Service Agreement
- Memorandum of Understanding
- Notice of Water Pressure Condition
- Notice of Condition (where a sewer treatment plant is within 1/4 mile of the project)

IMPORTANT PROJECT INFORMATION:

- This project must annex into Improvement Districts U-33 & U-34

Correct annexation #'s. 328, 34 confirmed with Brenda TR

THE FOLLOWING ITEMS MUST BE INCLUDED WHEN RETURNING THE AGREEMENT PACKAGE:

- A letter on company letterhead to EMWD's Board of Directors requesting annexation into the above listed Improvement District(s);
- A \$200 deposit to begin annexation proceedings;

DEC 13 2011 4.1

- A copy of the recorded grant deed for the project;
- A copy of the project map or a list of all APNs encompassed by the project.

To escalate the project to the pre-construction meeting phase and prevent delay, assure all applicable documents, payments, and insurance are submitted when returning the agreement package. Please use the **AGREEMENT PACKAGE INSTRUCTIONS** checklist to ensure thoroughness and completeness before returning the agreement package.

Once construction orders are issued, please wait 7 to 10 days before calling to schedule a pre-construction meeting. This allows the project's Plan Checker to add the construction order numbers to the mylars, and to print copies of the drawings for the meeting. Please contact Michele Burris, Executive Assistant, in Field Engineering to schedule a pre-construction meeting. Her e-mail address is burrism@emwd.org, or call (951) 928-3777 extension 4830.

If you should have any questions regarding the agreement package, please feel free to contact me at aranaa@emwd.org, or call (951) 928-3777 extension 4571.

Sincerely,



ALICIA ARANA
Development Coordinator
New Business Development

enclosures

AA:bd



AGREEMENT PACKAGE INSTRUCTIONS

At minimum, an agreement package consists of the **Standard Water and/or Sewer Facilities and Service Agreement**, and the **Memorandum of Understanding**. However, if relevant to the project, the package may also contain a **Notice of Water Pressure Condition**, a **Notice of Condition**, and/or a request to annex into Eastern Municipal Water District's service area. A quick way to tell what pertains to the project is to review the agreement coverletter under the heading, "THE FOLLOWING DOCUMENTS ARE ENCLOSED AND NEED ATTENTION."

The following checklist outlines what is needed to successfully execute each document in this agreement package, so it will be ready to return to the District.

STANDARD WATER AND/OR SEWER FACILITIES AND SERVICE AGREEMENT

- Sign page 4
- Request a check for the amount shown on **EXHIBIT G**.
- Sign the Bill of Sale (**EXHIBIT J**)
NOTE: Notarization of the signature is required, and must be accompanied by a California All-Purpose Acknowledgement (a certificate provided by the Notary Public).
- [IF APPLICABLE]** Does this document have an **EXHIBIT E** (up-sizing of a pipeline in the project)? Does the developer wish to waive the right to reimbursement to avoid paying prevailing wage? If so, sign **EXHIBIT M**.
NOTE: Notarization of the signature is required, and must be accompanied by a California All-Purpose Acknowledgement (a certificate provided by the Notary Public).
- Fill out **EXHIBIT N**

MEMORANDUM OF UNDERSTANDING

- Sign page 2

NOTICE OF WATER PRESSURE CONDITION

- Sign page 2
NOTE: Notarization of the signature is required, and must be accompanied by a California All-Purpose Acknowledgement (a certificate provided by the Notary Public).

NOTICE OF CONDITION

- Sign page 3
NOTE: Notarization of the signature is required, and must be accompanied by a California All-Purpose Acknowledgement (a certificate provided by the Notary Public).

INSURANCE (PLEASE SEE EXHIBIT L OF THE AGREEMENT)

Insurance requirements are fully detailed in Exhibit L of the Standard Water and/or Sewer Facilities & Service Agreement. Please refer to this exhibit to ensure all insurance requirements for the project are met before returning the agreement documents. On the next page, a checklist is also provided to assist in this matter.

INSURANCE CHECKLIST

Project Type

<input type="checkbox"/> Non-CFD [Contractor Provided Insurance*]	<input type="checkbox"/> CFD [Sponsor Provided Insurance*]
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* Except where designated below

Certificate of Liability

<input type="checkbox"/> General Liability \$1 Million <input type="checkbox"/> Products – Completed Operations \$1 Million <input type="checkbox"/> General Aggregate Limit Applies PER PROJECT <input type="checkbox"/> Auto Insurance \$1 Million <input type="checkbox"/> Workers Compensation \$1 Million <input type="checkbox"/> Equipment Floater	<input type="checkbox"/> General Liability \$2 Million <input type="checkbox"/> Products – Completed Operations \$2 Million <input type="checkbox"/> General Aggregate Limit Applies PER PROJECT <input type="checkbox"/> Auto Insurance \$1 Million <input type="checkbox"/> Workers Comp - \$1 Mil ◀ PROVIDED BY CONTRACTOR <input type="checkbox"/> Equipment Floater ◀ PROVIDED BY CONTRACTOR
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Certificate

▼ ACCEPTED FROM CONTRACTOR ONLY ▼

<input type="checkbox"/> Waiver of Subrogation for Workers Compensation	<input type="checkbox"/> Waiver of Subrogation for Workers Compensation
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Additionally Insured Endorsement Certificates

<input type="checkbox"/> CG 20 10 11/85 - or - <input type="checkbox"/> CG 20 10 10/01 accompanied by } <input type="checkbox"/> CG 20 37 10/01 ◀ }	<input type="checkbox"/> CG 20 10 11/85 - or - <input type="checkbox"/> CG 20 10 10/01 accompanied by } <input type="checkbox"/> CG 20 37 10/01 ◀ }
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Aggregate Limit to Apply to this Project Certificate

<input type="checkbox"/> CG 20 03 03/97	<input type="checkbox"/> CG 20 03 03/97
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Miscellaneous

<input type="checkbox"/> EMWD Listed as Certificate Holder <input type="checkbox"/> Project Number and Name Listed on the Cert <input type="checkbox"/> Insurer Licensed to Transact Business in CA <input type="checkbox"/> Rated as A-, Class VII (7) by AM Best	<input type="checkbox"/> EMWD Listed as Certificate Holder <input type="checkbox"/> Project Number and Name Listed on the Cert <input type="checkbox"/> Insurer Licensed to Transact Business in CA <input type="checkbox"/> Rated as A-, Class VIII (8) by AM Best
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This checklist has been provided for your reference, and does not need to be returned with your agreement documents.

Pre Job Information Sheet

IN-HOUSE RESPONSIBILITIES

Once New Business Development Department requirements are met, the following in-house procedure will be followed to ensure a quick turn around for a pre-construction meeting. It is important to make sure all paperwork, fees, and mylars are submitted to the District to keep the process moving forward.

Project paperwork will be submitted to the New Business Development Department plan checker for a final review. Then, s/he will add the assigned Construction Order(s) to the mylars and distribute the drawings to the appropriate parties.

NOTE: During this time, please do not contact Field Engineering to schedule the pre-job meeting.

Once the drawings are received, contact via phone and/or e-mail will be made to the contact person listed for the project. At that time a pre-job meeting can be scheduled.

DEVELOPER RESPONSIBILITIES

The pre-job meeting can be scheduled only with the Developer/Sponsor who completed the Standard Water and/or Sewer Facilities & Service Agreement. Both the Developer/Sponsor and the Contractor need to attend this meeting. Listed below are the required documents which must be supplied at the pre-job meeting:

PART A: NON-CFD PROJECTS

1. A copy of materials list stating the manufacturer and model number;
2. Copy of cost breakdown (EMWD portion only);
3. Three (3) copies of submittals on pipe used with size and cover letter;
4. Copy of Recorded Easement, if any is required;
5. Copy of Contractor's license (A or C-34 only);
6. Construction Schedule with start date, milestones and finish date;
7. Copy of Annual Trench Shoring/Excavation Permit.

Again, the documents listed above are mandatory and must be brought to the pre-job meeting. Any missing documents will cause the meeting to be rescheduled. Please reference the project title and tract number, in addition to the Construction Order(s), on all paperwork.

All attendees must be present within 15 minutes after the scheduled start of the meeting, or it will be cancelled. Should this occur, it will be the Developer's responsibility to call Field Engineering to reschedule.

All pre-jobs meetings are held at the District. Please report to the Administrative Center (AC) lobby located at 2270 Trumble Road, Perris, CA 92570. If you have any questions, please contact Michele Burris at (951) 928-3777 extension 4830.

PART B: CFD PROJECTS

Upon the conclusion of the bid opening and review of bids, the District shall provide the Developer with a letter recommending award to the lowest responsive bidder, which shall include a CD containing a list of documents to be supplied at the pre-job meeting.

Once the Field Engineering Department is in receipt of the Standard Water and/or Sewer Facilities and Service Agreement, and Drawings with the Construction Order number noted, a preconstruction conference call be held. **Please contact Bea Pillow in the Field Engineering Department at (951) 928-3777 extension 4464 to schedule the prejob.**

Recorded at request of and return to:
Redevelopment Agency for the
County of Riverside
P. O. Box 1180
Riverside, California 92502
Attn: Real Property Division

IC # 2010-0358905

07/30/2010 08:00A Fee: NC

Page 1 of 4

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



FREE RECORDING

This instrument is for the benefit of the
County of Riverside, and is entitled to be
recorded without fee.
(Govt. Code 6103)

DM

Project: Mead Valley Community Center
Address: 21091 Rider St. Perris, CA
APN: 318-210-050

140-1036257-32

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M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
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TRA #098-044

DTT 60

GRANT DEED



FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged

The Community Association of Perris California Inc., a California Corporation

GRANTS to the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a public body, corporate and politic, organized and existing under, and by virtue of the State of California, the real property in the County of Riverside, State of California described as:

See Attached Exhibit "A" attached hereto and made a part hereof

The Community Association of Perris California Inc.

Date: April 16, 2010

By: Yolonda Williams (Pres)
Yolonda Williams, President

Date: April 16, 2010

By: Pearlie Mae Wriggins Secretary
Pearlie Mae Wriggins, Secretary

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF Riverside) ss.

On April 16 2010, before me, VALENTINA Schaffer, a notary public,
personally appeared YOLONDA Williams AND Pearlle MAE
Wriggins

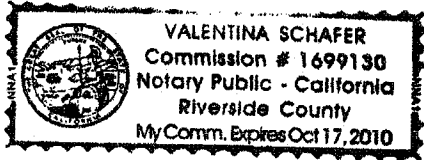
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the
within instrument and acknowledged to me that ~~he~~/~~she~~/they executed the same in ~~his~~/~~her~~/their authorized
capacity(ies), and that by ~~his~~/~~her~~/their signature(s) on the instrument the person(s) or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the law of the State of California that the foregoing paragraph is
true and correct

Witness my hand and official seal.

Valentina Schaffer
Notary Public

[SEAL]





LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

<http://riverside.asrcclrec.com>

NOTARY CLARITY

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: VALENTINA SCHAFFER

Commission #: 1699130

Place of Execution: Riverside

Date Commission Expires: Oct 17, 2010

Date: April 16, 2010

Signature: Valentina Schaffer

Print Name: VALENTINA SCHAFFER

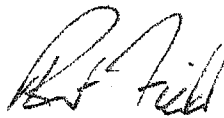
CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed to the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a public body, corporate and politic, is hereby accepted by order of the Board of Directors on the date below and the grantee consents to the recordation thereof by its duly authorized officer.

Date:

6/1/10

By:



Robert Field
Executive Director

Mead Valley Community Center Project
21091 Rider Street
Mead Valley, CA

List of apn's involved on the project:

APN#s: 318-210-050 and 318-210-070



November 3, 2011

EMWD Board of Directors
EMWD
P.O. Box 8300
Perris, CA 92572-8300

Re: Annexation into Improvement Districts U-33 & U-34
Mead Valley Community Center Project

Dear Board Members:

By way of this letter, the Agency is requesting annexation into Improvement Districts U-33 and U-34 for the new construction of the Mead Valley Community Center Project located at 21091 Rider Street in Mead Valley.

Should you have further questions, please contact Tony Resendez, Project Manager at 951.955.5781.

Sincerely,

Bob Buster
Chairman, Board of Directors
Redevelopment Agency for the County of Riverside

Project_seq_num: 3345684
Document ID: 3359203

STANDARD WATER AND/OR SEWER FACILITIES AND SERVICE AGREEMENT

This Agreement is made and entered into this 30th day of Dec, 2011, by and between **EASTERN MUNICIPAL WATER DISTRICT** a public agency ("District") and **REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE**, a political subdivision of the State of California, ("Sponsor").

RECITALS

WHEREAS, Sponsor is planning to develop certain real property, Mead Valley Community Center, 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) **ISU33, IWU34, SA35, SA41**

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 **\$289,206.00** 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 **\$289,206.00**.

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.

Water Construction Order No. <u>68400</u>	FOR DISTRICT USE ONLY	Assigned Date <u>12/6/11</u>
Sewer Construction Order No. <u>68401</u>		Assigned Date <u>12/6/11</u>

2011 NOV 18 PM 5:58
RECEIVED VIA E-MAIL

2012-1-111094

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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 November 05, 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, Development Coordinator 

Dated: _____

Redevelopment Agency for the County of Riverside

By: 
Chairman, Board of Directors
BOB BUSTER

Dated: **DEC 13 2011**

ATTEST:

KECIA HAPPER-IHEM, Clerk

By: 
DEPUTY

FORM APPROVED COUNTY COUNSEL

BY:  11-22-11
SYNTHIA M. GUNZEL DATE

Legal Description

PSN# 3345684 – MEAD VALLEY COMMUNITY CENTER

All that portion of the West half of Section 15, Township 4 South, Range 4 West, San Bernardino Base and Meridian, described as follows:

Commencing at the Northwest corner of said Section 15; Thence along the North line of said Section South 89° 47' 15" East, a distance of 190.37 feet to the true point of beginning; thence continuing along the North line of said Section South 89° 47' 15" East, a distance of 610 feet; thence along the West line of Lot 71 as shown by licensed Surveyor's Map recorded in book 31, page(s) 2 and 3 of Record of Survey file in the office of the recorder of Riverside County, California, South 00° 18' 30" West, a distance of 436.33 feet to a point in the North line of Lot 70 of said Record of Survey; thence along the North lines of Lots 70 and 2 of said Survey, a distance of 610 feet to the Southeast corner of Lot 1 of said Survey; thence along the East line of said Lot 1, North 00° 18' 30" East, 435.33 feet to the true point of beginning;

Excepting those portions as conveyed to the County of Riverside, as described in those Deeds recorded November 14, 1968 by instrument No. 68-109318 and recorded February 25, 1981 by instrument No. 81-33146, both of Official Records.

MEAD VALLEY COMMUNITY CENTER SEWER AND WATER IMPROVEMENT PLANS RIDER STREET AND CLARK STREET IN THE COUNTY OF RIVERSIDE

- SEWER NOTES:**
1. SPECIFICATIONS, CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH DDMO STANDARDS AND GRAVITY SEWER PROFILES ELEVATIONS ARE TO FLOW LINE (CONDUIT HEIGHT)
 2. CONTRACTOR HAS THE OPTION TO INSTALL PLASTIC OR VCP SEWERS EXCEPT WHERE SPECIFICALLY DESIGNATED ON PLANS FOR DDMO STANDARDS AND SPECIFICATIONS.
 3. MANHOLE SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWINGS SP-31, SP-36, AND SP-41.
 4. ALL LATERALS SHALL HAVE AN 8" MINIMUM COVER TO THE TOP OF THE MANHOLE.
 5. NUMBER OF SEWERS SHALL BE LIMITED TO ONE PER FEET FROM PUMP STREET GRADE TO SEWER PIPE SHELVE ARE TO BE SHOWN ON STANDARD DRAWING SP-31.
 6. ALL LATERALS SHALL HAVE AN 8" MINIMUM COVER TO THE TOP OF THE MANHOLE.
 7. ADDITIONAL FOR LATERALS SERVING MULTIPLE UNITS OR COMMERCIAL DEVELOPMENTS, THE REQUIREMENTS FOR COVER SHALL BE DETERMINED BY CONTACTING DDMO'S SOURCE CONTROL DIVISION AT (951) 499-3377, EXT. 2000.
 8. PRIOR TO CONSTRUCTION OF SEWER, CONTRACTOR SHALL EXPOSE EXISTING SEWER AND VERIFY ITS EXISTING CAPACITY AND MATERIALS SHALL BE MADE TO EXISTING MANHOLE MADE OF CAST IRON OR PROPORTIONALLY AUTHORIZED BY DDMO.
 9. ALL SEWER LATERALS SHALL BE CONSTRUCTED TO THE MANHOLE CENTER SHALL BE LEVEL WITH THE CROWN OF THE MAINLINE SEWER.
 10. SEWER LATERALS SHALL BE CONSTRUCTED IN ACCORDANCE WITH SP-177. LOCATIONS OF PIPS AND CONNECTIONS OF NEW LATERALS TO EXISTING SEWER ARE TO BE PER STANDARD DRAWING SP-176.
 11. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 12. ALL PIPE ZONE BEHIND AND TRENCH SHOULDER ARE TO BE PER STANDARD DRAWING SP-157, SP-158 AND SP-159.

WATER NOTES:

1. WATER REQUIREMENTS AND APPURTENANCE CONSTRUCTION SHALL BE IN ACCORDANCE WITH DDMO STANDARDS AND SPECIFICATIONS AND LOCAL ORDINANCES.
2. PRIOR TO CONSTRUCTION OF PIPELINE, CONTRACTOR SHALL EXPOSE EXISTING WATER SYSTEM AND VERIFY WATER MAINS AND LATERALS ARE IN GOOD CONDITION AND SHALL BE MADE TO EXISTING MANHOLES.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

TIME LIMITATION:

1. ALL PIPE ZONE BEHIND AND TRENCH SHOULDER ARE TO BE PER STANDARD DRAWING SP-157, SP-158 AND SP-159.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

NOTIFICATIONS:

1. AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION, CONTRACTOR SHALL NOTIFY:
1. EASTERN MUNICIPAL WATER DISTRICT, (951) 955-6885
2. RIVERSIDE COUNTY FIRE DEPARTMENT, (951) 955-3377, EXT. 2000
3. RIVERSIDE COUNTY PUBLIC WORKS DEPARTMENT, (951) 955-6885
4. RIVERSIDE COUNTY FIRE DEPARTMENT, (951) 955-3377, EXT. 2000

WATER CERTIFICATION:

I CERTIFY THAT THE DESIGN OF THE WATER SYSTEM IN MEAD VALLEY COMMUNITY CENTER, RIVERSIDE COUNTY, CALIFORNIA, IS IN ACCORDANCE WITH THE DESIGN STANDARDS OF THE EASTERN MUNICIPAL WATER DISTRICT AND THAT THE WATER MAINS AND LATERALS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DESIGN STANDARDS OF THE EASTERN MUNICIPAL WATER DISTRICT. THIS CERTIFICATION DOES NOT CONSTITUTE AN ENDORSEMENT OF ANY KIND OR A GUARANTEE OF THE QUALITY OF THE WORK OR THE PERFORMANCE OF ANY MATERIALS OR EQUIPMENT.

SEWER CERTIFICATION:

I CERTIFY THAT THE DESIGN OF THE SEWER SYSTEM IN MEAD VALLEY COMMUNITY CENTER, RIVERSIDE COUNTY, CALIFORNIA, IS IN ACCORDANCE WITH THE DESIGN STANDARDS OF THE EASTERN MUNICIPAL WATER DISTRICT AND THAT THE SEWER MAINS AND LATERALS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DESIGN STANDARDS OF THE EASTERN MUNICIPAL WATER DISTRICT. THIS CERTIFICATION DOES NOT CONSTITUTE AN ENDORSEMENT OF ANY KIND OR A GUARANTEE OF THE QUALITY OF THE WORK OR THE PERFORMANCE OF ANY MATERIALS OR EQUIPMENT.

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SEWER CERTIFICATION:

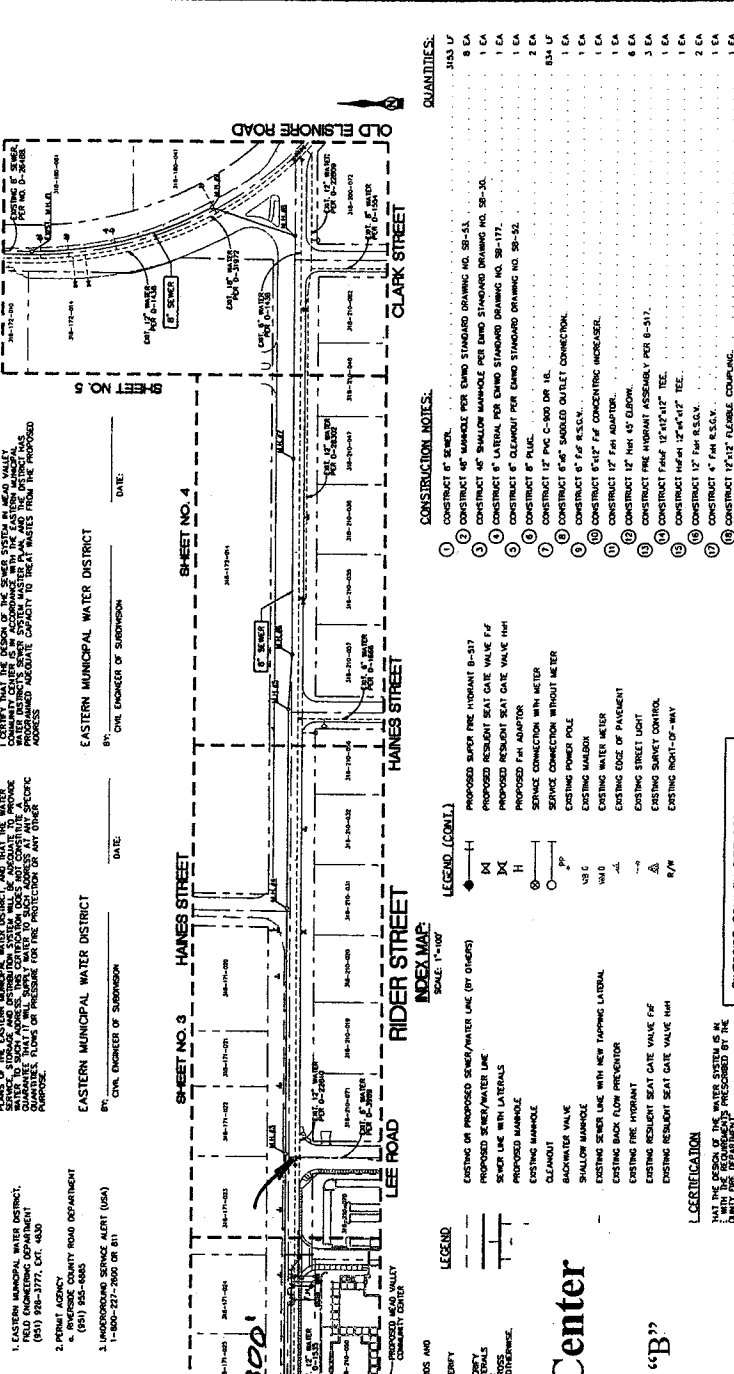
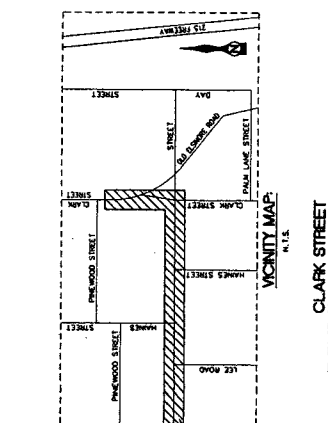
I CERTIFY THAT THE DESIGN OF THE SEWER SYSTEM IN MEAD VALLEY COMMUNITY CENTER, RIVERSIDE COUNTY, CALIFORNIA, IS IN ACCORDANCE WITH THE DESIGN STANDARDS OF THE EASTERN MUNICIPAL WATER DISTRICT AND THAT THE SEWER MAINS AND LATERALS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DESIGN STANDARDS OF THE EASTERN MUNICIPAL WATER DISTRICT. THIS CERTIFICATION DOES NOT CONSTITUTE AN ENDORSEMENT OF ANY KIND OR A GUARANTEE OF THE QUALITY OF THE WORK OR THE PERFORMANCE OF ANY MATERIALS OR EQUIPMENT.

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QUANTITIES:

3153 LF	CONSTRUCT 6" SEWER	1 EA
9 EA	CONSTRUCT 48" MANHOLE PER DDMO STANDARD DRAWING NO. SP-51	1 EA
1 EA	CONSTRUCT 48" LATERAL PER DDMO STANDARD DRAWING NO. SP-30	1 EA
1 EA	CONSTRUCT 6" CLEAROUT PER DDMO STANDARD DRAWING NO. SP-52	1 EA
2 EA	CONSTRUCT 8" PIP	2 EA
834 LF	CONSTRUCT 12" PVC 8-800 DR. 18"	1 EA
1 EA	CONSTRUCT 6" 90° SADDLED OUTLET CONNECTION	1 EA
1 EA	CONSTRUCT 6" 90° PIP ASS'Y.	1 EA
1 EA	CONSTRUCT 12" 90° ADAPTOR	1 EA
1 EA	CONSTRUCT 12" 90° ELBOW	1 EA
1 EA	CONSTRUCT FIVE INCH ASSEMBLY PER 8-517	1 EA
1 EA	CONSTRUCT 6" 15'x15' 18" TEE	1 EA
1 EA	CONSTRUCT 12" 90° PIP ASS'Y.	1 EA
1 EA	CONSTRUCT 12" 90° TEE	1 EA
1 EA	CONSTRUCT 2" COPPER SERVICE PER DDMO STANDARD DRAWING NO. B-344	1 EA
1 EA	CONSTRUCT 2" SERVICE PER DDMO STANDARD DRAWING NO. B-434	1 EA

CONSTRUCTION NOTES:

1. CONSTRUCT 6" SEWER.
2. CONSTRUCT 48" MANHOLE PER DDMO STANDARD DRAWING NO. SP-51.
3. CONSTRUCT 48" LATERAL PER DDMO STANDARD DRAWING NO. SP-30.
4. CONSTRUCT 6" CLEAROUT PER DDMO STANDARD DRAWING NO. SP-52.
5. CONSTRUCT 8" PIP.
6. CONSTRUCT 12" PVC 8-800 DR. 18".
7. CONSTRUCT 6" 90° SADDLED OUTLET CONNECTION.
8. CONSTRUCT 6" 90° PIP ASS'Y.
9. CONSTRUCT 12" 90° ADAPTOR.
10. CONSTRUCT 12" 90° ELBOW.
11. CONSTRUCT FIVE INCH ASSEMBLY PER 8-517.
12. CONSTRUCT 6" 15'x15' 18" TEE.
13. CONSTRUCT 12" 90° PIP ASS'Y.
14. CONSTRUCT 12" 90° TEE.
15. CONSTRUCT 2" COPPER SERVICE PER DDMO STANDARD DRAWING NO. B-344.
16. CONSTRUCT 2" SERVICE PER DDMO STANDARD DRAWING NO. B-434.

APPROVALS:

DATE: _____

BY: _____

LEGEND:

- EXISTING OR PROPOSED SEWER/WATER LINE (BY DIAGONAL)
- PROPOSED SEWER/WATER LINE
- SEWER LINE WITH LATERALS
- PROPOSED MANHOLE
- EXISTING MANHOLE
- BACKWATER VALVE
- SHALLOW MANHOLE
- EXISTING SEWER LINE WITH NEW TAPPING LATERAL
- EXISTING BACK FLOW PREVENTOR
- EXISTING FIRE HYDRANT
- EXISTING RESIDENT SEAT GATE VALVE
- EXISTING RESIDENT SEAT GATE VALVE WITH

LEGEND (CONT.):

- PROPOSED SUPER FIRE HYDRANT 8-517
- PROPOSED RESIDENT SEAT GATE VALVE
- PROPOSED RESIDENT SEAT GATE VALVE WITH
- PROPOSED P.H. ADAPTOR
- SERVICE CONNECTION WITH METER
- SERVICE CONNECTION WITHOUT METER
- EXISTING POWER POLE
- EXISTING WATER METER
- EXISTING EDGE OF PAVEMENT
- EXISTING STREET LIGHT
- EXISTING SHARPY CONTROL
- EXISTING RIGHT-OF-WAY

LEGISLATION:

WITH THE REQUIREMENTS PRESCRIBED BY THE COUNTY FIRE DEPARTMENT.

REVISIONS:

NO.	DATE	DESCRIPTION

REVISIONS:

DATE: _____

BY: _____

APPROVALS:

DATE: _____

BY: _____

LEGISLATION:

WITH THE REQUIREMENTS PRESCRIBED BY THE COUNTY FIRE DEPARTMENT.

MEAD VALLEY COMMUNITY CENTER

Water & Sewer Plans

EXHIBIT "A" AND EXHIBIT "B"

D-43023 thru D-43027

W.O. NO. 12-943

811

Call before you dig.

TKE

TERRY M. RINKER R.C.E. No. 69364 DATE EXPIRES: 9-30-12

THE RIVERSIDE COUNTY FIRE DEPARTMENT

APPROVED BY: _____ DATE: _____

EASTERN MUNICIPAL WATER DISTRICT

APPROVED BY: _____ DATE: _____

RIVERSIDE COUNTY FIRE DEPARTMENT

APPROVED BY: _____ DATE: _____

MS 4262, IP 110028, EDA W.O. 61 00047

SEWER AND WATER APPROVED BY:

EASTERN MUNICIPAL WATER DISTRICT

APPROVED BY: _____ DATE: _____

RIVERSIDE COUNTY FIRE DEPARTMENT

APPROVED BY: _____ DATE: _____

LEGISLATION:

WITH THE REQUIREMENTS PRESCRIBED BY THE COUNTY FIRE DEPARTMENT.

EASTERN MUNICIPAL WATER DISTRICT

COST ESTIMATE FOR WATER FACILITIES

Developer: RIVERSIDE COUNTY REDEVELOPMENT AGENCY Tract: MEAD VALLEY COMMUNITY CENTER

W.O./C.O.# 12-943 I.D./S.A.# U-34 / 41 Date: 08/25/11

Estimator's Initials: LAM Supervisor's Initials: SMM 8/25/11 Typist Initials: LAM

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

- A. Pipeline Installation:
INSTALL 834 LF - 12" PVC C-900 DR-18 ; INSTALL 44 LF - 4" PVC C-900 DR-18 \$ 46,970
- B. Valves, Hydrants, Fittings, & Misc.
INSTALL 2 EA - 12" RSGV ; 1 EA - 4" RSGV ; 3 EA - 6" SUPER FIRE HYDRANT. \$ 18,815
- C. Force Account Installation: 1 EA - HOT TAP EX 6" WL W/ 6"x6" SADDLED OUTLET CONNECTION ; 1 EA - CONTRACTOR TO CUT EX. 12" WL & CONNECT BY EMWD \$ 4,900 *
- D. Install Service Connections 2 EA \$ 7,280
- E. 0 meters (EMWD Installed on Dev. Installed service connection) \$ 0

SUBTOTAL 1:		\$ <u>77,965</u>
Contingencies:(10%) (Subtotal 1)		\$ <u>7,800</u>
SUBTOTAL 2: (Contingencies + Subtotal 1)		\$ <u>85,770</u>
Engineering (by Developer's Engineer)	(<u>9.50</u> %) (Subtotal 2)	\$ <u>8,150</u>
EMWD Inspection	(<u>6.30</u> %) (Subtotal 2)	\$ <u>5,400 *</u>
EMWD Plan Review Deposit	<u>\$2,250</u>	EMWD Plan Review Charges \$ <u>\$1,430 *</u>
As Builts	<u>5</u> sheets x \$ <u>63.50</u> per sheet	\$ <u>318 *</u>

Exhibit "C" **TOTAL ESTIMATED COST - WATER** \$ 101,068

*Costs included in Exhibit G, Line A

EASTERN MUNICIPAL WATER DISTRICT

COST ESTIMATE FOR SEWER FACILITIES

Developer: RIV. COUNTY REDEVELOPMENT AGENCY Tract: MEAD VALLEY COMMUNITY CENTER
 W.O./C.O.# 12-943 I.D./S.A.# U-33 / 35 Date: 08/25/11
 Estimator's Initials: LAM Supervisor's Initials: SMM 8/25/11 Typist Initials: _____

Implementing Facilities: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
List _____	
Sewer Easement: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Sewer Backflow Valves: _____
In Project _____ Offsite _____	Required Lots: _____
Work Authorization: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Treatment Plant Notification: <input type="checkbox"/> Needed <input type="checkbox"/> Not Needed	

A.	Sewer line Installation: <u>INSTALL 3,153 LF ~ 8" SEWER ; INSTALL 50 LF ~ 6" LATERAL</u>	\$ <u>111,860</u>
B.	Installation of Manholes and Cleanouts: <u>INSTALL 8 EA ~ 48" STD. MANHOLE ; 1 EA ~ 48" SHALLOW MANHOLE</u>	\$ <u>28,620</u>
C.	Misc. Installation: <u>1 EA ~ REMOVE TEMP. END PLUG & JOIN ; 2 EA ~ INSTALL 8" TEMP. END PLUG</u>	\$ <u>4,500</u>
D.	T.V. <u>3,153</u> feet of Sewer Line	\$ <u>3,780 *</u>
<hr/>		
	SUBTOTAL 1:	\$ <u>148,760</u>
	Contingencies:(10%) (Subtotal 1)	\$ <u>14,880</u>
	SUBTOTAL 2: (Contingencies + Subtotal 1)	\$ <u>163,640</u>
	Engineering (by Developer's Engineer) (<u>8.40</u> %) (Subtotal 2)	\$ <u>13,750</u>
	EMWD Inspection (<u>5.50</u> %) (Subtotal 2)	\$ <u>9,000 *</u>
	EMWD Plan Review Deposit <u>\$2,250</u> EMWD Plan Review Charges	\$ <u>1,430 *</u>
	As Builts <u>5</u> sheets x \$ <u>63.50</u> per sheet	\$ <u>318 *</u>

Exhibit "C" TOTAL ESTIMATED COST - SEWER \$ 188,138

*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 type="checkbox"/>	<input checked="" type="checkbox"/>
I Grant Deeds	9	<input checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>
P CFD/Assessment District Requirements	16	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Q Street Address	17	<input type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input 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

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"/>
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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 type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>
P CFD/Assessment District Requirements	16	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Q Street Address	17	<input type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input 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
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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"/>
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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~~ NOT APPLICABLE, THEREFORE STRIKEN

~~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. 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:

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

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

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

Water:

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

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

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

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 type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>
G	Billing for District's Financial Participation	(d)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
H	List of Street Addresses	(c)	<input type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input 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:	<u>AMOUNT</u>	APPLICABLE	NOT APPLICABLE
A. Estimated District Engineering & Inspection Expenses	\$ 21,676.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B. Estimated District Material & Construction Expenses	4,900.00	<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 checked="" type="checkbox"/>
Total	\$ 26,576.00		
Less Previous Fees Paid on 6/6/11	\$ 4,500.00		
Amount to be Remitted with Agreement	<u>\$ 22,076.00</u>		

***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)		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Potentially Reimbursable Charges Credited to Sponsor:			
1) Water Frontage Charges	\$ 23,936.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Additional Special Water Frontage Charges		<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Other		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Water Frontage Charges Previously Paid By Others		<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)		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Potentially Reimbursable Charges Credited to Sponsor:			
1) Sewer Frontage Charges	\$125,800.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Additional Special Sewer Frontage Charges		<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Other		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sewer Frontage Charges Previously Paid By Others		<input type="checkbox"/>	<input checked="" type="checkbox"/>

Attachments:

H-1 Frontage Charge Memorandum

MEMO NO. _____
 COORD NO. _____
 SO/CO. _____
 ID NO. U-33

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. REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE	\$ 23,936.00	100%
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.	North side of C/L of Rider, beginning 188' west from the intersection of Rider & Lee Rd. approx 718' westerly to P/L on rider and Brown St.	32	\$ 748	\$23,936.00
2.			\$	\$0.00
3.			\$	\$0.00
4.			\$	\$0.00
	Total			\$23,936.00

Distribution: M&R

_____/_____
 (Date) (Initial)

FRONTAGE TERMS AND CONDITIONS

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.

MEMO NO. _____
 COORD NO. _____
 SO/CO. _____
 ID NO. U-35 _____

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. REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE	\$125,800.00	100%
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.	Northside of C/L of Rider St. from the intersection of Clark St. & Rider St. to Westerly approx 2,133 L.F. to the intersection of Lee Dr. & Rider St.	2,133	\$ 22.50	\$47,993.00
2.	Southside of C/L of Rider St. from the intersection of Clark St. & Rider St. to Westerly approx 2,133 L.F. to the intersection of Lee Dr. & Rider St.	2,133	\$ 22.50	\$47,993.00
3.	Northside of C/L in Rider St. from the intersection of Rider St. from the intersection of Lee Dr. and Rider St. to Westerly approx 283 L.F.	283	\$ 22.50	\$6,368.00
4.	Eastside of C/L in Clark St. from the intrersection of Rider St. & Clark St to Northerly approx 521 L.F. to existing M.H.	521	\$ 22.50	\$11,723.00
5.	Westside of C/L in Clark St. from the intrersection of Rider St. & Clark St to Northerly approx 521 L.F. to existing M.H.	521	\$ 22.50	\$11,723.00
	Total			\$125,800.00

Distribution: M&R

 (Date) (Initial)

FRONTAGE TERMS AND CONDITIONS

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 **REDEVELOPMENT AGENCY FOR THE 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 and Sewer System Facilities to be constructed as shown on Exhibit B, and to be located within right of way, 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 Directors)

Dated: _____

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

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 1-4-12
SYNTHIA M. GUNZEL DATE

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE


} §

On December 13, 2011, before me, Karen Barton, Board Assistant, personally appeared Bob Buster, Chairman of the Redevelopment Agency Board of Directors, 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.

- # Project is within Assessment District No. .

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
--

- 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

- 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.

NOT APPLICABLE

REIMBURSEMENT WAIVER FORM

For valuable consideration, receipt of which is hereby acknowledged , **REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE , APN 318-210-050 , Lot Number(s) 1 (Sponsor)** hereby waives his right to any reimbursements by District for any additional capacity (i.e., "oversizing"), for personal property as described and provided for in that certain Agreement, by and between Sponsor and District, dated _____, to which this Reimbursement Waiver Form is attached as Exhibit M.

Sponsor hereby acknowledges that the water and/or sewer facilities above described, will be personal property and therefore will not be built in full accord with provisions of the California Public Contracts Code. As such, District will, upon acceptance and conveyance of the water and/or sewer facilities above described, consider such facilities to be 100% contributed capital.

Subscribed and sworn to before me
this ___ day of _____ 2011

SPONSOR
By: _____
(Signature)

Notary Public in and for the State of California

(Print Name and Title)

Expiration Date _____

Dated: _____

CUSTOMER BILLING INFORMATION

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

Redevelopment Agency for the County of Riverside
Company Name (as it will appear on billing statement)

3403
Billing Street Number

10th Street, Ste. 400
Billing Street Name

Riverside
Billing City

CA 92501
Billing State Billing Zip

Tony
Contact First Name

Resendez
Contact Last Name

(951) 955 - 5781 Ext. _____
Accounts Payable Phone Number

Mead Valley Community Center
Project Name

N/A
Tract Number

N/A
Lot Number(s)

EXHIBIT N

12/13/2011 4,1

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

EXHIBIT O

MEMORANDUM OF UNDERSTANDING
FOR TEMPORARY WATER AND/OR SEWER SERVICE

This Memorandum of Understanding (MOU) is entered into by and between, REDEVELOPMENT AGENCY FOR THE 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.

Redevelopment Agency for the County of Riverside
(SPONSOR)

EASTERN MUNICIPAL WATER DISTRICT

By: Bob Buster
Chairman, Board of Directors

By: Alicia Arana
ALICIA ARANA, DEVELOPMENT
COORDINATOR

ATTEST:
KECIA HARPER-IHEM, Clerk

By: [Signature]
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 11-22-11
SYNTHIA M. GUNZEL DATE

LEGAL DESCRIPTION

PSN#3345684, APN 318-210-045, Lot Number(s) 1

All that portion of the West half of Section 15, Township 4 South, Range 4 West, San Bernardino Base and Meridian, described as follows:

Commencing at the Northwest corner of said Section 15; Thence along the North line of said Section South 89° 47' 15" East, a distance of 190.37 feet to the true point of beginning; thence continuing along the North line of said Section South 89° 47' 15" East, a distance of 610 feet; thence along the West line of Lot 71 as shown by licensed Surveyor's Map recorded in book 31, page(s) 2 and 3 of Record of Survey file in the office of the recorder of Riverside County, California, South 00° 18' 30" West, a distance of 436.33 feet to a point in the North line of Lot 70 of said Record of Survey; thence along the North lines of Lots 70 and 2 of said Survey, a distance of 610 feet to the Southeast corner of Lot 1 of said Survey; thence along the East line of said Lot 1, North 00° 18' 30" East, 435.33 feet to the true point of beginning;

Excepting those portions as conveyed to the County of Riverside, as described in those Deeds recorded November 14, 1968 by instrument No. 68-109318 and recorded February 25, 1981 by instrument No. 81-33146, both of Official Records.

EXHIBIT A