

DISTRICT 08	COUNTY Riverside	ROUTE 215/Holland Rd	POST MILE 17.5	PROJECT ID EA 1F980
FEDERAL AID NUMBER N/A		EMWD's Work Order No. 13604		
FEDERAL PARTICIPATION/FEDERALLY ELIGIBLE/NEPA DOCUMENT				

On the Project ☐ YES ☒ NOOn the Utilities ☐ YES ☒ NOOwner Payee Data No. N/A or Form STD 204 is attached ☐**UTILITY AGREEMENT NO: 1A DATE: July 21, 2022**

This Amendment to Utility Agreement No:1 (“Agreement”) between **City of Menifee**, hereinafter called “**CITY**” and **Eastern Municipal Water District (“EMWD”)** whose address is **2270 Trumble, Road Perris, CA 92570** is dated and effective Month, Day and Year.

RECTIALS

WHEREAS, on August 25, 2016, the Parties entered into the Agreement to establish general terms for the PROJECT;
and

WHEREAS, completed PROJECT work has been limited and additional work, described herein, has been identified; and

WHEREAS, Parties desire to advance such additional work; and

WHEREAS, the purpose of this Amendment is to set forth the terms and conditions of the Additional Work.

AGREEMENT

Therefore, it is hereby mutually agreed between CITY and EMWD that:

1. Incorporation of Recitals. Each and every one of the Recitals set forth above is hereby incorporated herein.
2. The following shall be added to Section I – WORK TO BE DONE

I. WORK TO BE DONE

Additional work to be done:

- 6) CITY shall prepare plans for a 12” water pipeline from the intersection of Holland Road and Haun Road to the end of the proposed Cul-de-Sac to be constructed by the CITY as part of the project.
- 7) CITY shall prepare plans for an 8” sewer pipeline on Holland Road from Haun Road to the end of the proposed Cul-de-Sac to be constructed by the CITY as part of the project.
- 8) CITY shall prepare plans for a 6” recycled water pipeline on Holland Road from Haun Road to the end of the proposed Cul-de-Sac to be constructed by the CITY as part of the project.
- 9) EMWD shall prepare plans for the relocation and dip of the existing 12” water pipelines at the intersection of Holland Road and Hannover Road due to conflicts with a proposed 36” Storm Drain pipeline.

The following shall be added to Section II – LIABILITY FOR WORK

II. LIABILITY FOR WORK

Costs to install the new 12” water pipeline, 8” sewer pipeline, and the new 6” recycled water pipeline are to include, but are not limited to, all elements of planning, design, construction, inspection, and project closeout shall be at the City’s expense.

Once install and inspected, EMWD shall own and maintain the subject facilities heretofore.

Cost to relocate and dip the existing 12” water pipelines at the intersection of Holland Road and Hannover Lane are to include, but not limited to elements of planning, design, construction, inspection, and close out shall be at EMWD’s expense.

The following shall be added to Section IV – PAYMENT FOR WORK

IV. PAYMENT FOR WORK

The following shall be added:

The CITY shall be solely responsible for costs associated with the design and construction related costs of the new 12” water pipeline, 8” sewer pipeline, and the 6” recycled water pipeline. In the event additional work becomes necessary to complete the construction of the new 12" water pipeline, 8" sewer pipeline, and the 6” recycled water pipeline work, the CITY shall bear full financial responsibility for all costs associated with the additional work.

EMWD shall be solely responsible for costs associated with the design and construction for the relocation and dip of the existing 12” water pipeline at the intersection of Holland Road and Hannover Lane. In the event additional work becomes necessary to complete the construction of the existing 12" water pipeline dips and relocation work, EMWD shall bear full financial responsibility for all costs associated with the additional work.

This paragraph shall replace the third paragraph of the signed agreement dated 8/25/2016:

EMWD and the CITY shall each be responsible for 50% of the costs associated with the design and construction related costs of the proposed dual 18" water transmission pipelines on Holland Road. In the event additional work becomes necessary to complete the work, EMWD and the CITY shall bear equal financial responsibility for all costs associated with the additional work. Determination of final costs will be based on actual costs for all CITY's work. EMWD will make additional payment or refund, as appropriate within 30 days following CITY's notification of the actual costs and after acceptance for such work by EMWD.

The Reimbursement Agreement Table, shown below, shall replace the Reimbursement Agreement Table found under Section V – GENERAL CONDITION of the signed agreement dated 8/25/2016:

V. GENERAL CONDITION

Reimbursement Agreement

	Description	EMWD	CITY
Design	18" Water Transmission Pipelines	EMWD's responsibility 50% of the cost	City's responsibility 50% of the cost
	12" CML&C Water Pipeline and Fire Hydrants Relocation		CITY's responsibility. CITY to reimburse EMWD \$25,084.00 for design
	8" PVC Sewer Pipeline Relocation	EMWD's responsibility	
	12" Water line Relocation Under New Storm Drains	EMWD's responsibility	
	8" Water Pipeline		CITY's responsibility
	8" Sewer Pipeline		CITY's responsibility
	6" Recycled water Pipeline		CITY's responsibility
Construction	18" Water Transmission Pipelines	EMWD's responsibility 50% of the cost. EMWD to reimburse CITY \$450,000*** (Estimate)	City's responsibility 50% of the cost. \$450,000*** (Estimate)
	12" CML&C Water Pipeline Relocation		CITY's responsibility
	Fire Hydrant Relocation		CITY's responsibility. CITY to reimburse EMWD for hot tap connection, valve removal, and installation of blind flanges* \$7,700*** (Estimate)
	8" PVC Sewer Pipeline Relocation	EMWD's responsibility	
	12" Waterline Relocation Under New Storm Drains	EMWD's responsibility. EMWD to reimburse CITY \$90,000*** (Estimate)	
	12" Water Pipeline		CITY's responsibility
	8" Sewer Pipeline		CITY's responsibility
	6" Recycled Water Pipeline		CITY's responsibility
TOTAL		\$540,000.00 ***	\$482,784.00 ***

Agency Estimate Costs:

	Description	EMWD	CITY
Design Review	18" Water Transmission	EMWD's responsibility	
	12" CML&C Water Relocation		CITY's cost to EMWD Waive
	8" PVC Sewer Relocation	EMWD's responsibility	
	12" Waterline Relocation Under New Storm Drains	EMWD's responsibility	
	12" Water Pipeline	EMWD's cost to CITY Waived	
	8" Sewer Pipeline	EMWD's cost to CITY Waived	
	6" Recycled water Pipeline	EMWD's cost to CITY Waived	
Encroachment Permit	18" Water Transmission	EMWD's cost to CITY Waive	
	12" CML&C Water Relocation		CITY's responsibility
	8" PVC Sewer Relocation	EMWD's cost to CITY Waive	
	12" Water line Relocation Under New Storm Drains	EMWD's cost to CITY Waive	
	12" Water Pipeline		CITY's responsibility
	8" Sewer Pipeline		CITY's responsibility
	6" Recycled water Pipeline		CITY's responsibility
Inspection Fees	18" Water Transmission	EMWD's cost to CITY (CM and Inspection) Waive	
	12" CML&C Water Relocation		CITY's cost to EMWD (CM and Inspection)Waive
	8" PVC Sewer Relocation	EMWD's cost to CITY Waive	
	12" Water line Relocation Under New Storm Drains	EMWD's cost to CITY Waive	
	12" Water Pipeline		CITY's cost to EMWD (CM and Inspection)Waive
	8" Sewer pipeline		CITY's cost to EMWD (CM and Inspection)Waive
	6" Recycled water Pipeline		CITY's cost to EMWD (CM and Inspection)Waive
TOTAL		\$ Waive**	\$ Waive**

*EMWD will hot tap the existing pipeline, valve removals, and installation of blind flanges, but the CITY will be responsible for all other work including but not limited to traffic control, trenching, backfill, install fire hydrant with related appurtenances, abandon existing fire hydrants, and replace existing condition in kind.

**EMWD and City agree to waive all design reviews, encroachment permits, and inspection fees.

***THE ACTUAL REIMBURSEMENT COST TO EMWD BY THE CITY FOR ITS SHARE OF

THE ABOVE-DESCRIBED WORK SHALL BE DETERMINED AT COMPLETION OF WORK.
***THE ACTUAL REIMBURSEMENT COST TO CITY BY EMWD FOR ITS SHARE OF THE
ABOVE-DESCRIBED WORK SHALL BE DETERMINED AT COMPLETION OF WORK.

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above
written.

CITY OF MENIFEE:

By _____
Name _____ Date _____
Title _____

EASTERN MUNICIPAL WATER DISTRICT:

By _____
Name _____ Date _____
Title _____

APPROVAL RECOMMENDED:

By _____
Name _____ Date _____
Title _____

By _____
Name _____ Date _____
Title _____