

**CITY OF MENIFEE ROAD REPAIR AND IMPROVEMENT
INTERAGENCY REIMBURSEMENT AGREEMENT**

This Interagency Reimbursement Agreement ("Agreement") is made and entered into this _____ day of _____, 2023, by and between **EASTERN MUNICIPAL WATER DISTRICT**, a public agency organized and existing under and by virtue of the Municipal Water District Law of 1911 (hereinafter referred to as "District"), and the **CITY OF MENIFEE**, a municipal corporation in the State of California (hereinafter referred to as "City"). District and City are sometimes individually referred to herein as "Party" and may be collectively referred to herein as "Parties".

RECITALS

WHEREAS, the District is a public agency organized and existing under and by virtue of the Municipal Water District Law of 1911; and

WHEREAS, the City is a municipal corporation operating under the laws of the State of California; and

WHEREAS, District owns, operates, and maintains water, wastewater and recycled water facilities and infrastructure within or in proximity to City's limits in accordance with EMWD Resolution 3224 (Trench Repair), Exhibit E, attached hereto; and

WHEREAS, City owns, operates, and maintains roads, streets, and other similar facilities within or in proximity to District's service area; and

WHEREAS, District is currently in construction of a Capital Improvement Project (CIP) (hereinafter, the "Project") as generally depicted on Exhibit A, attached hereto and incorporated herein; and

WHEREAS, District's responsibilities for road remediation associated with construction of the aforementioned Project are pursuant to the District's Plans and Specifications and the City of Menifee Standard Plans 812, 813, Exhibit B, attached hereto and incorporated herein; and

WHEREAS, however, in conjunction with District construction, and due to the existing pavement conditions within the Project area, City desires for District to include comprehensive road repair and paving improvements above and beyond those specified in Exhibit B, with contribution from the City, under District's contract(s) for construction of the Project; and

WHEREAS, the purpose of this Agreement is to set forth the terms, conditions, and mutual understandings whereby District agrees to include specific additional road repair and paving improvements under District's contract(s) for construction of the Project; and whereby City agrees to reimburse District for the additional costs to be incurred by District that are over and above the District's road remediation obligation resulting from its construction of the Project, and to assume and continue all liability and responsibility for the ongoing ownership, maintenance and repair thereof.

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The Recitals set forth above are incorporated into and are a part of this Interagency Agreement.
2. Agreement. District hereby agrees to contract for road repair and paving improvements requested by City as part of or separate to the District's contract(s) for the construction of the Project within the City's limits. District shall contract for such road repair and paving improvements utilizing its own means and methods. City hereby agrees to reimburse District forty-one percent (41%) of the pavement bid schedule (B-1) with the exception of raising District facilities to grade which shall be 100% District responsibility, plus up to an additional 10% contingency for unforeseen pavement related change orders in an amount estimated at **two hundred and two thousand dollars (\$202,000)** as indicated in Exhibit D for the additional costs incurred by District associated with such road repair and paving improvements that are over and above the District's road remediation obligation resulting from its construction of the Project. The actual reimbursement amount paid to District by the City for its share of the work shall be determined at completion of the work.
3. Effective Date; Term and Termination. This Agreement shall be effective on the date of full execution of this Agreement by both parties ("Effective Date"). The term of this Agreement shall commence on the Effective Date and remain in effect until completion of the Project.

This Agreement may be terminated by District at any time prior to initiating construction of City desired road repair and paving improvements that are above and beyond those required in accordance with Exhibit B. City may terminate this Agreement at any time, with or without cause, by providing at least twenty days written notice to District of such termination. In such event, City shall compensate District for all costs incurred by District through the effective date of such termination for, only, that portion of road repair and paving improvements beyond those required in accordance with Exhibit B. In such event, District shall provide City a detailed accounting of any such costs incurred for review and approval, which such review, approval and payment to District shall not be unreasonably withheld.

4. Plans and Specifications. District has included the City requested paving repairs and associated paving improvements as a separate bid schedule to District's contract(s) for construction of the Project. City hereby acknowledges and agrees that it is responsible to review and provide written approval of all such plans and specifications prior to construction, and in doing so agrees that such plans and specifications are suitable and acceptable for City's needs and intended purpose.

The Specific Project additional work for the City's participation in cost sharing with the District are detailed in Exhibit C.

5. Construction and Inspection. City shall also be responsible to inspect, at City's expense, all paving repair and associated paving improvements for compliance with approved plans and specifications. It is specifically understood that City's inspection personnel shall have the authority to enforce City approved plans and specifications, which authority shall include the ability to require that any and all unacceptable materials, workmanship and/or installation be repaired, replaced or corrected by District's contractor. The District shall be solely

responsible for inspection and acceptance, at the District's expense, all non-paving work as part of the Project. The District shall assume and continue all liability and responsibility for the ongoing ownership, maintenance and repair of the Project improvements, excluding paving repairs, except where required by District Resolution 3224, as adopted October 16, 1996.

6. Insurance. Throughout the period of construction, District shall require its selected contractor(s) to provide policies of Workers' Compensation and General Liability Insurance in an amount and type deemed suitable by District, and naming City as an additional insured on District's general liability insurance policy relating to the Project and coverage shall be primary and non-contributory. Upon request by City, District shall provide evidence of such insurance.
7. Prevailing Wage. District acknowledges that any work that qualifies as a "public work" within the meaning of California Labor Code section 1720 shall cause City, and its sub-consultants, to comply with the provisions of the California Labor Code section 1775 et seq. District hereby warrants its compliance with all applicable provisions of the aforementioned Code for purposes of the road repair and paving improvements contemplated herein.
8. Invoicing and Payment. District shall maintain a detailed accounting of Project costs and expenses, and shall invoice City for City's agreed participation amounts as described in sections 2 and 3 above and in related Exhibits. District shall invoice City upon completion and acceptance of the additional paving work for the Project shown in Exhibit A, as determined by District with City's acceptance of paving improvements following inspections described in section 5. City shall remit payment for the agreed amount to District within sixty (60) calendar days following the date of such invoice.
9. Warranty. District shall ensure that the aforementioned, City approved, plans and specifications for award to District's contractor include District's standard, one-year warranty, which shall be effective from the date of District's final acceptance. Thereafter, City hereby acknowledges and agrees that District does not warrant, and in no way guarantees the paving repairs and associated paving improvements that are over and above District's road remediation obligation resulting from District's construction of the Projects performed pursuant to this Agreement. City shall, itself, be solely responsible for owning, operating and maintaining the paving repairs and associated paving improvements installed hereunder.
10. Hold Harmless and Indemnification. District, its respective agents, officers and employees shall not be liable for any claims, liabilities, penalties, fines, theft, or any damage to property, whether real or personal, nor for any personal injuries or death caused by, or resulting from, or claimed to have been caused by or resulting from, in any way, District's provision of the road repair and paving improvements that are over and above the District's road remediation obligation resulting from its construction of the Projects as contemplated herein. City hereby agrees to defend, indemnify and hold District harmless, including its respective agents, officers and employees against any of the foregoing liabilities, claims and/or any cost or expense that is incurred by District on account of any of the foregoing liabilities. Such obligation to defend, indemnify and hold District harmless shall survive completion of the road repair and paving improvements performed hereunder.

City, its respective agents, officers and employees shall not be liable for any claims, liabilities, penalties, fines, theft, or any damage to property, whether real or personal, nor for any personal injuries or death caused by, or resulting from, or claimed to have been caused by or resulting from, in any way, work performed for District's road remediation

obligation resulting from its construction of the Projects as contemplated herein. District hereby agrees to defend, indemnify and hold City harmless, including its respective agents, officers and employees against any of the foregoing liabilities, claims and/or any cost or expense that is incurred by City on account of any of the foregoing liabilities. Such obligation to defend, indemnify and hold City harmless shall survive completion of the road repair and paving improvements performed hereunder.

11. Disputes. In the event that any dispute between the Parties arises under this Agreement, the Parties shall first attempt to resolve such dispute at the management level. If the dispute is not resolved at this level within a mutually acceptable period of time (not to exceed 45 calendar days from the date written notice of such dispute is delivered by any Party), the Parties shall attempt to resolve the dispute at the senior management level. If this process and the involvement of senior management does not result in resolution of the dispute within 60 days from the date of referral to upper management, then the dispute shall be referred to and finally resolved through legal proceedings. The use of the foregoing procedure is a condition precedent to the commencement of any legal proceedings hereunder.
12. Entire Agreement. This Agreement is intended by the Parties as a complete and exclusive statement of the terms of their agreement and supersedes all prior agreements, written or oral, as to this subject matter. This Agreement may be amended only in writing signed by both parties. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.
13. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of California, County of Riverside. Any action brought by either Party with respect to this Agreement shall be brought in a court of competent jurisdiction within said County.
14. Notices. Any notice required by this Interagency Agreement to be given or delivered to any Party shall be deemed to have been received when personally delivered or mailed in the United States mail addressed as follows:

| | |
|-----------------|---|
| <u>District</u> | Eastern Municipal Water District Post Office Box 8300 Perris, Ca. 92572-8300 Attn: General Manager |
|-----------------|---|

| | |
|-------------|--|
| <u>City</u> | City of Menifee 29844 Haun Road Menifee, CA. 92586 Attn: City Manager |
|-------------|--|

15. 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last executed.

CITY OF MENIFEE

EASTERN MUNICIPAL WATER DISTRICT

By: _____
Armando G. Villa, City Manager

By: _____
Joe Mouawad, P.E., General Manager

Dated: _____

Dated: _____

Attest:

EXHIBIT A

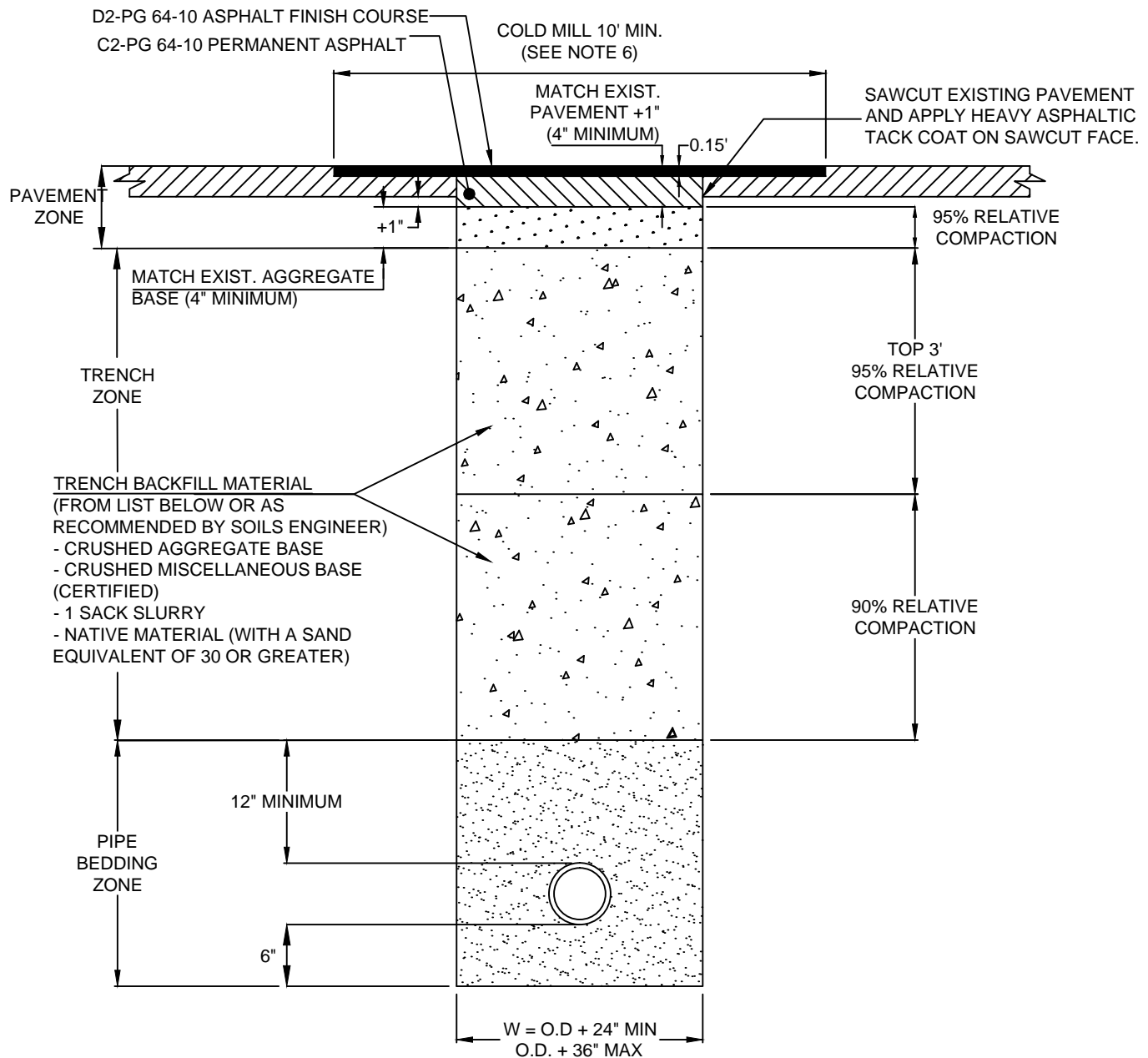
**PROJECT
LOCATION**

**RIDGEMOOR
ELEMENTARY
SCHOOL**



2000 ft





SEE SHEET 3 OF 3 FOR NOTES

TRENCH PERPENDICULAR TO CURB

APPROVED BY:

8/6/2014

 DIRECTOR OF PUBLIC WORKS
 JONATHAN GEORGE SMITH

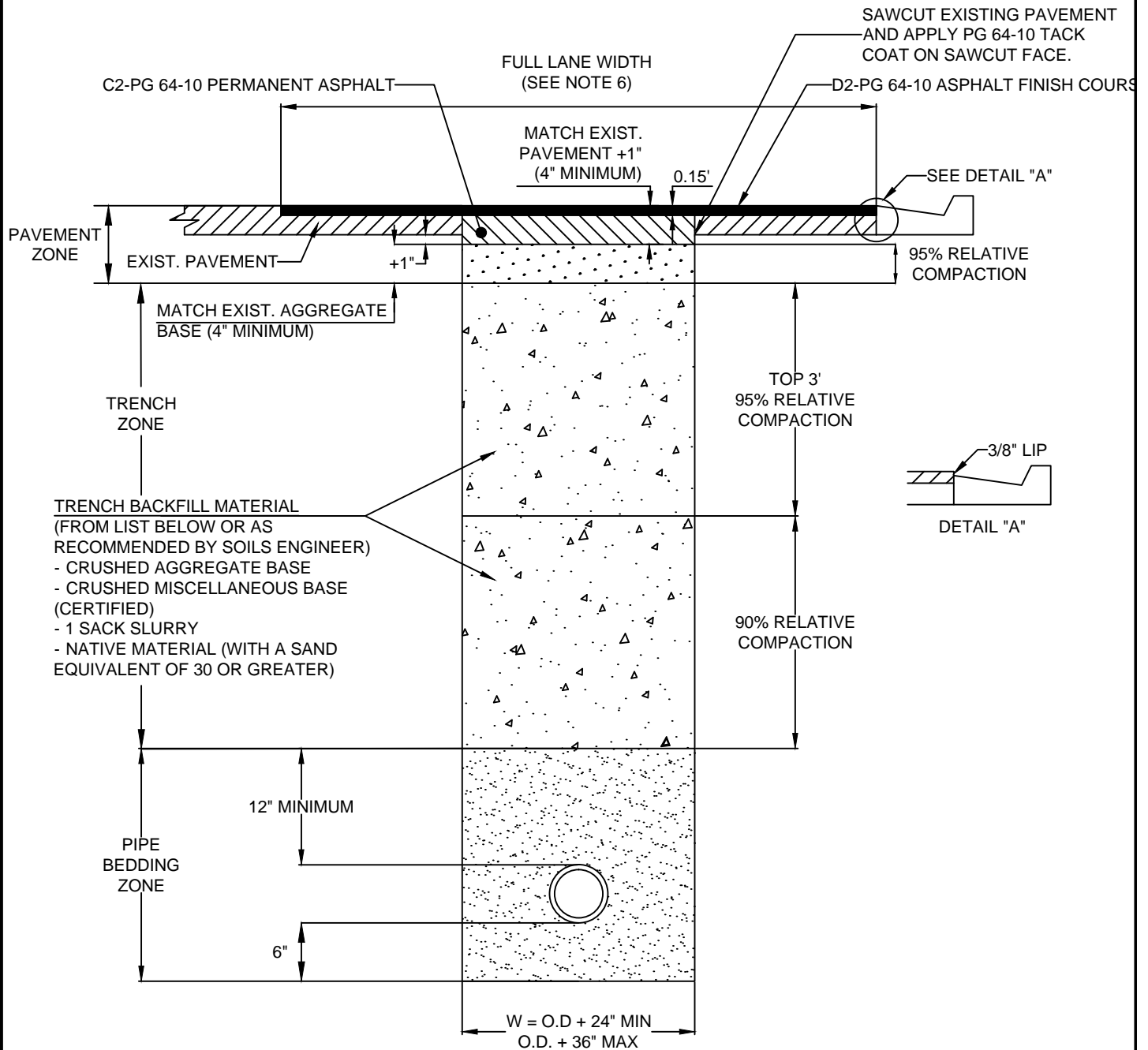
DATE



CITY OF MENIFEE

 TRENCH BACKFILL AND
 ROADWAY REPAIR
 (CASE I)

STANDARD PLAN NO. 812 SHEET 1 OF 4



SEE SHEET 3 OF 3 FOR NOTES

TRENCH PARALLEL TO CURB

APPROVED BY:

8/6/2014

 DIRECTOR OF PUBLIC WORKS
 JONATHAN GEORGE SMITH

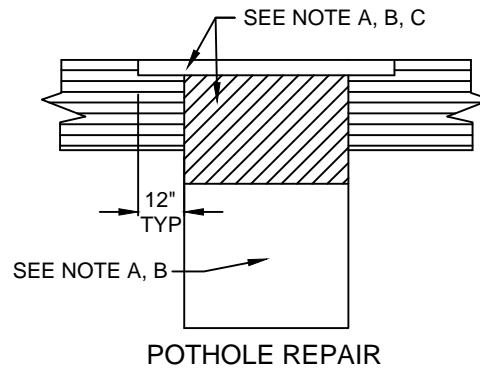
DATE



CITY OF MENIFEE

 TRENCH BACKFILL AND
 ROADWAY REPAIR
 (CASE II)

STANDARD PLAN NO. 812 SHEET 2 OF 4



- A. POTHOLE BACKFILL MAY BE COMPLETED USING DEEP LIFT (FULL SECTION) AC FOR POTHOLES THAT ARE 2' x 2' IN AREA OR LESS.
- B. THE MATERIAL USED FOR BACKFILLING POTHOLES THAT ARE LARGER THAN 2' x 2' SHALL BE 95% COMPACTED CRUSHED AGGREGATE BASE (CAB) OR CMB AS APPROVED.
- C. POTHOLES SHALL BE CAPPED USING C2-PG 64-10 PERMANENT ASPHALT WHICH IS 1" THICKER THAN THE EXISTING ASPHALT. IN ADDITION, ALL POTHOLES SHALL BE COLD MILLED 12" BEYOND ALL EDGES TO A DEPTH OF 0.1' AND CAPPED USING C2-PG 64-10 PERMANENT ASPHALT.

**CITY OF MENIFEE REQUIREMENTS
FOR TRENCHES OR OTHER EXCAVATIONS WITHIN
PUBLIC RIGHTS-OF-WAY OR EASEMENTS**

NOTES

1. ALL TRENCH EXCAVATIONS SHALL BE COMPLETED BY FIRST SAW-CUTTING THE PAVEMENT BEFORE EXCAVATION. ALL SAW CUT LINES SHALL BE CLEAN AND FREE OF ROUGH EDGES. ADDITIONAL SAW-CUTTING WILL BE REQUIRED BY THE PUBLIC WORKS INSPECTOR IF THE EDGES OF THE TRENCH ARE DAMAGED DURING EXCAVATION OR BACKFILLING OPERATIONS.
2. ALL COMPACTION OF TRENCH BACKFILL MATERIAL SHALL BE ACCOMPLISHED BY MECHANICAL METHODS. JETTING, PONDING OR FLOODING IN LIEU OF MECHANICAL METHODS SHALL NOT BE ALLOWED.
3. ALL TRENCHES SHALL BE BACKFILLED AND A MINIMUM OF 3" OF TEMPORARY ASPHALT PAVEMENT INSTALLED AT THE END OF EACH WORKDAY. THE PUBLIC WORKS INSPECTOR MAY AUTHORIZE STEEL PLATE BRIDGING IN ACCORDANCE WITH STANDARD #813 IN LIEU OF TEMPORARY ASPHALT PAVEMENT.
4. ALL TRAFFIC STRIPING OR MARKINGS REMOVED OR DAMAGED DURING CONSTRUCTION SHALL BE REPLACED USING THERMOPLASTIC COATINGS OR AS DIRECTED BY THE PUBLIC WORKS INSPECTOR. PARTIALLY REMOVED STRIPING SHALL BE REPLACED IN WHOLE.
5. PERMANENT PAVEMENT REPAIR SHALL BE ACCOMPLISHED WITHIN 14 DAYS OF TEMPORARY REPAIR BY REMOVAL OF ALL TEMPORARY AC PAVEMENT, INSTALLATION OF PERMANENT ASPHALT PAVEMENT AS NOTED ON THIS STANDARD, AND COLD MILLING WITH FINISH PAVEMENT.
6. COLD MILLING OF 0.15' SHALL BE REQUIRED FOR ALL TRENCHES. THE PUBLIC WORKS INSPECTOR WILL REQUIRE ADDITIONAL COLD MILLING IF FIELD CONDITIONS SO WARRANT.
7. ADDITIONAL COLD MILLING SHALL BE REQUIRED FOR TRENCHES THAT ARE 2' TO 4' FROM THE CURB & GUTTER.
8. REMOVE AND REPLACE ASPHALT PAVEMENT FULL DEPTH FOR TRENCHES THAT ARE 2' OR LESS FROM CURB & GUTTER.
9. TACK COAT OF PG 64-10 PAVING ASPHALT SHALL BE UNIFORMLY APPLIED TO EXISTING ASPHALT SURFACES PRECEDING PLACEMENT OF NEW ASPHALT CONCRETE. THE SURFACE SHALL BE FREE OF WATER, FOREIGN MATERIAL, OR DUST WHEN THE TACK COAT IS APPLIED.
10. FOR WATER AND SEWER PIPE BEDDING REQUIREMENTS REFER TO EASTERN WATER MUNICIPAL WATER DISTRICT (EMWD) STANDARDS.
11. TESTING: COMPACTION REPORTS SHALL BE SUBMITTED TO THE CITY ENGINEER.
12. PROHIBITION OF PAVEMENT CUTTING: ASPHALT CONCRETE PAVEMENT LESS THAN THREE (3) YEARS OLD SHALL NOT BE CUT EXCEPT FOR EMERGENCY REPAIRS OR AS SPECIFICALLY APPROVED IN WRITING BY THE CITY ENGINEER. SPECIAL REQUIREMENTS WILL BE IMPOSED FOR REPAVING.

APPROVED BY:

Jonathan S. Smith

8/6/2014

DIRECTOR OF PUBLIC WORKS
JONATHAN GEORGE SMITH

DATE



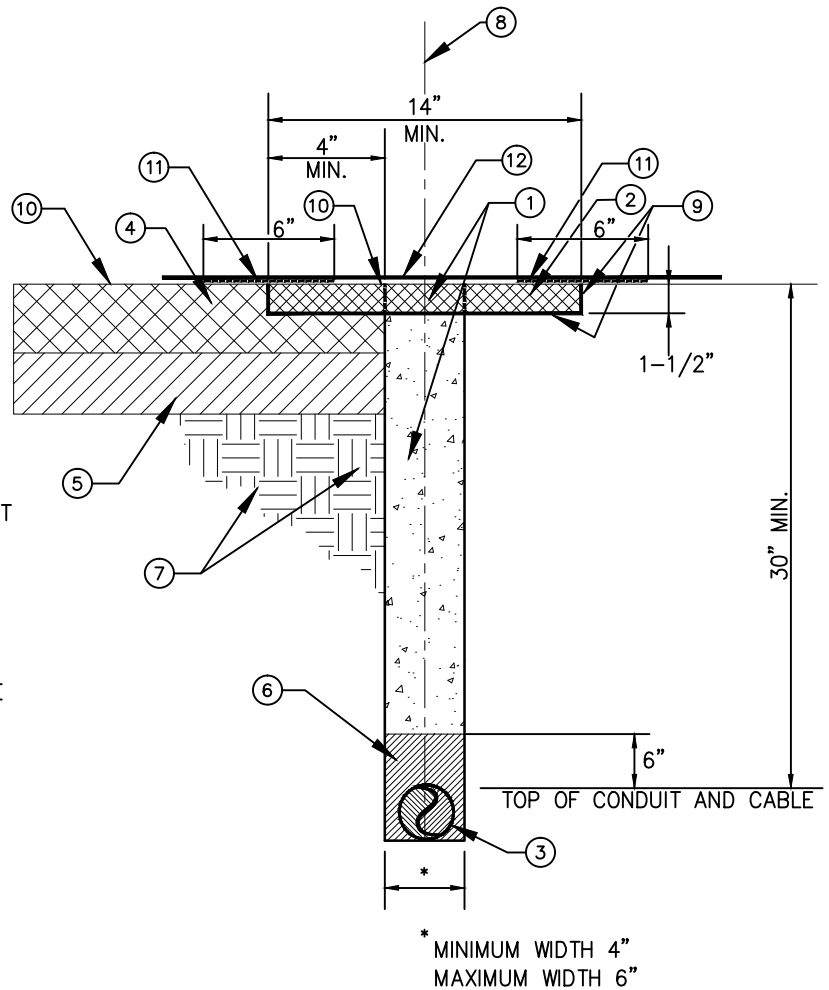
CITY OF MENIFEE

**TRENCH BACKFILL AND
ROADWAY REPAIR**

STANDARD PLAN NO. **812** SHEET **3** OF **4**

| REVISION | BY: | APPROVED | DATE |
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| | | | |
| | | | |

- ① 190-E-400 CONCRETE, MAXIMUM 8" SLUMP
SLURRY BACKFILL TO SURFACE. FOLLOW WITH
12" WIDE BY 1-1/2" DEEP GRIND AND
RESURFACING. ALLOW MIN. 72 HOURS CURE
BEFORE GRINDING.
- ② D2-PG 64-10 ASPHALT CONCRETE.
- ③ ALL CONDUIT AND CABLE.
- ④ EXISTING A.C. PAVEMENT.
- ⑤ EXISTING BASE MATERIAL.
- ⑥ MORTAR SAND COMPACTED TO 95% RELATIVE
DENSITY.
- ⑦ UNDISTURBED SOIL.
- ⑧ SYMMETRICAL ABOUT CENTERLINE OF TRENCH.
- ⑨ GRADE SS-1h EMULSIFIED ASPHALT APPLIED AT
0.15 GALLON PER SQUARE YARD.
- ⑩ EXISTING ASPHALT PAVEMENT FINISHED GRADE,
SMOOTHNESS & COMPACTION OF RESURFACING
SHALL MEET THE REQUIREMENTS OF SEC
302-5.6.2 SSPWC EXCEPT THAT THE
SMOOTHNESS SHALL BE DETERMINED OVER THE
LENGTH & WIDTH OF PAVEMENT AREAS
DISTURBED BY THE CONTRACTOR'S/PERMITEE'S
OPERATIONS.
- ⑪ RESPRAY GRADE SS-1h EMULSIFIED ASPHALT
AT 0.15 GALLON PER SQUARE YARD 6" WIDE,
CENTERED ON EDGE LINE OF GRIND AFTER
PLACING A.C. & BEFORE SURFACE TREATMENT.
- ⑫ SURFACE TREATMENT TO MATCH EXISTING
PAVEMENT (E.G. SEAL COAT, CHIP SEAL).
- ⑬ WHEN THE EDGE OF THE GRIND LINE IS WITHIN
12" OF EDGE OF PAVEMENT, ANY STRUCTURE,
AN ADJACENT TRENCH PATCH OR ANY OTHER
PAVING JOIN LINE, THE 1-1/2" DEEP GRIND
SHALL BE EXTENDED TO THE EXISTING
STRUCTURE OR JOIN LINE.



NARROW TRENCH BACKFILL & ASPHALT
CONCRETE RESURFACING DETAIL
N.T.S.

APPROVED BY:

Jonathan George Smith

8/15/2014

DIRECTOR OF PUBLIC WORKS
JONATHAN GEORGE SMITH

DATE



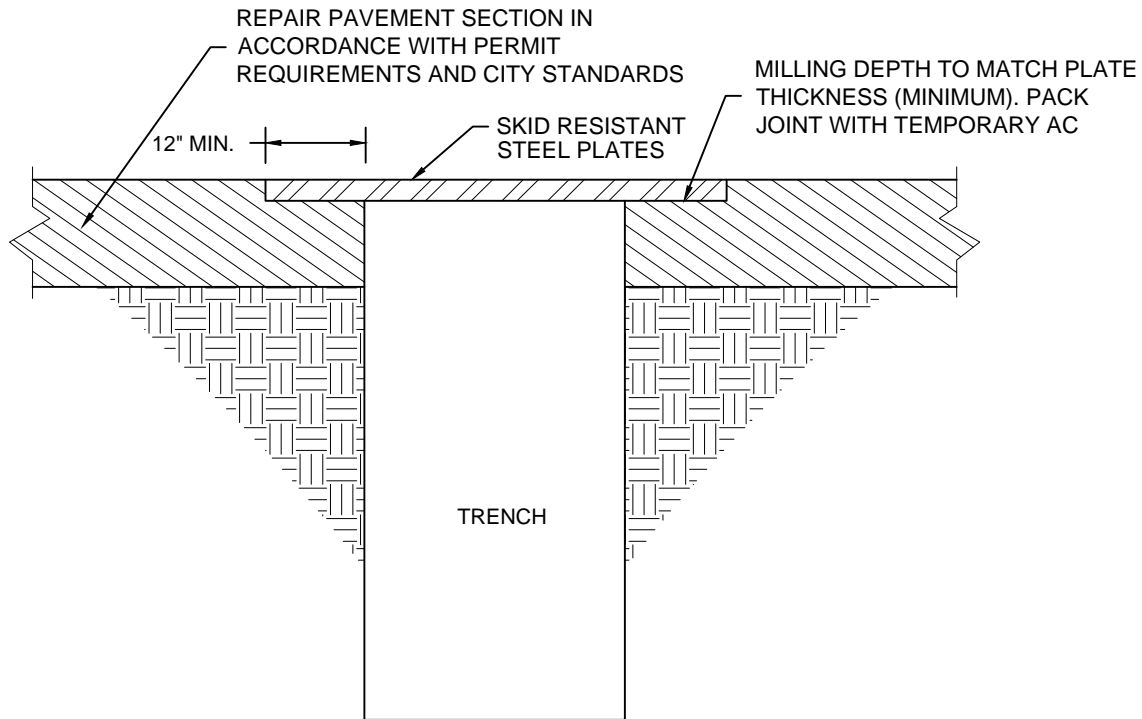
CITY OF MENIFEE

**NARROW TRENCH
BACKFILL AND ROADWAY
REPAIR**

STANDARD PLAN NO.

812

SHEET **4** OF **4**



TYPICAL TRENCH PLATE DETAIL
N.T.S.

NOTES

1. A MINIMUM 12" LAP OF STEEL PLATE SHALL BE PROVIDED ON EACH SIDE OF TRENCH TO ASSURE NO SLIPPING OF PLATE OR COLLAPSING OF TRENCH WALL. WHERE 12" LAP CANNOT BE MET, ENGINEERING DESIGN IS REQUIRED AND SHALL BE APPROVED BY THE PUBLIC WORKS DIRECTOR. THE TRENCH SHALL BE ADEQUATELY SHORED IF NECESSARY TO SUPPORT THE BRIDGING AND TRAFFIC. FOR SPANS GREATER THAN FOUR FEET A SHORING PLAN AND A TRAFFIC CONTROL PLAN, ENGINEERED BY A REGISTERED CIVIL ENGINEER, SHALL BE SUBMITTED FOR REVIEW AND APPROVAL AT LEAST TWO WEEKS PRIOR TO START OF CONSTRUCTION WORK.
2. STEEL PLATE MUST FIT SNUG WITHIN THE RECESSED AREA AND INSTALLED TO OPERATE WITH MINIMUM NOISE.
3. THE PAVEMENT SHALL BE COLD PLANED TO A DEPTH EQUAL TO THE THICKNESS OF THE PLATE, AND TO A WIDTH AND LENGTH EQUAL TO THE DIMENSIONS OF THE PLATE.
4. THIS STANDARD SHALL BE IMPLEMENTED ON ALL PROJECTS WITHIN VEHICULAR TRAVEL WAY UNLESS OTHERWISE APPROVED BY THE PUBLIC WORKS DIRECTOR.
5. MULTIPLE PLATES MUST BE PINNED OR TACK WELDED AS NEEDED TO SECURE PLATES, 6" MINIMUM.
6. ALL PLATES MUST MEET REQUIRED TRAFFIC LOADS, AND BE SKID-RESISTANT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE APPROPRIATE SELECTION AND MAINTENANCE OF THE STEEL PLATES.
7. STEEL PLATES MUST BE REMOVED AND PERMANENT PAVEMENT SHALL BE PLACED WITHIN FOURTEEN (14) CALENDAR DAYS OR AS APPROVED BY THE PUBLIC WORKS DIRECTOR.
8. THE CONTRACTOR WILL BE REQUIRED TO PUT "STEEL PLATES AHEAD" WARNING SIGNS IN PLACE.

APPROVED BY:

Jonathan George Smith

2/5/2014

DIRECTOR OF PUBLIC WORKS
JONATHAN GEORGE SMITH

DATE

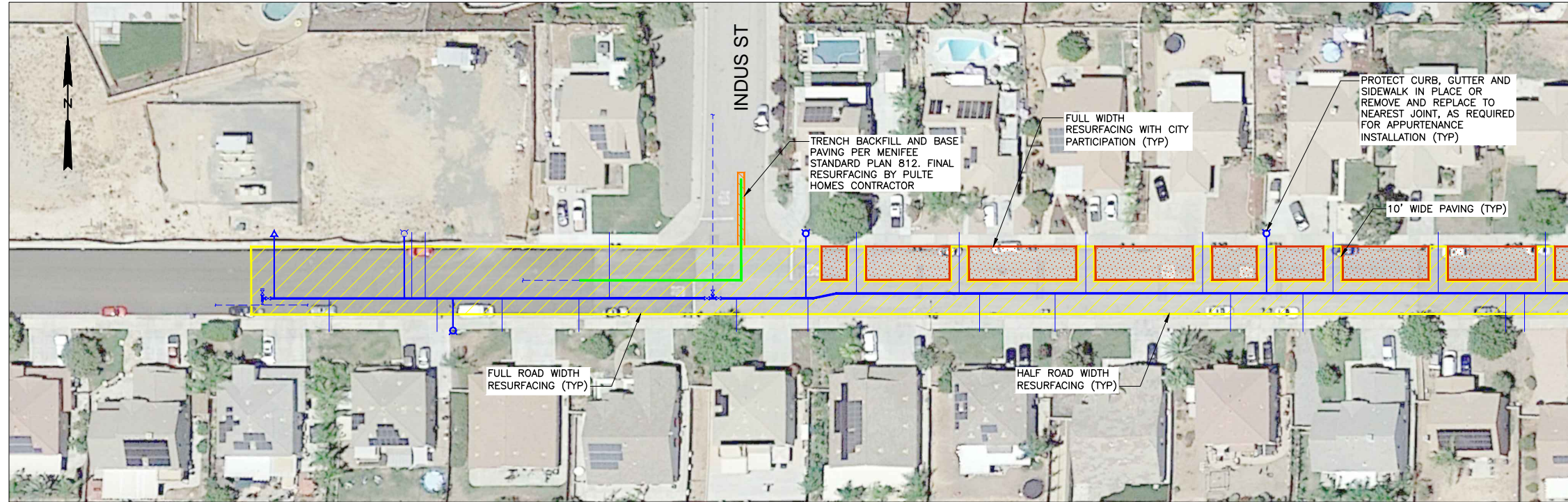


CITY OF MENIFEE

**EMERGENCY PLATE
BRIDGING FOR
EXCAVATIONS**

STANDARD PLAN NO. **813** SHEET **1** OF **1**

| REVISION | BY: | APPROVED | DATE |
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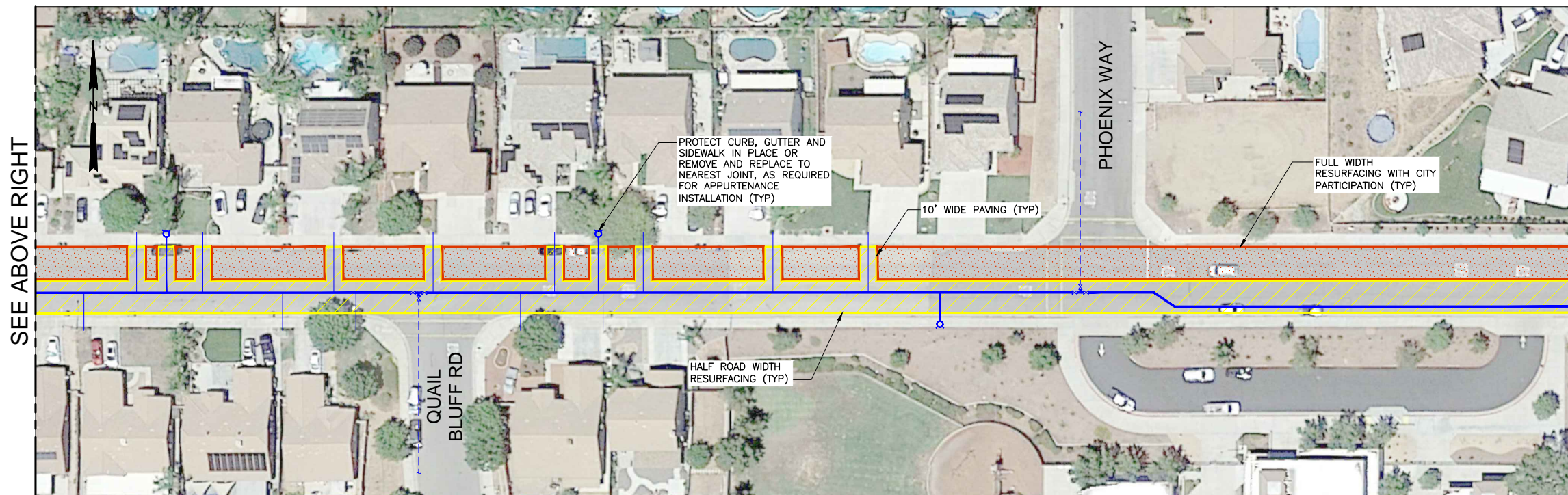
SEE BELOW LEFT

LEGEND:

- Proposed 12" Water Main —
- Proposed 18" Water Main —
- Proposed Gate Valve ⊗
- Proposed Air/Vac Valve ➔
- Proposed Blowoff ○
- Proposed Fire Hydrant ⊕
- Proposed Water Service —
- Existing Water Main ---
- Resurfacing Limits
(District Responsibility
Approx. 104,800 sf,
59% of Total Area)
- Resurfacing Limits
(City Responsibility
Approx. 73,700 sf,
41% of Total Area)

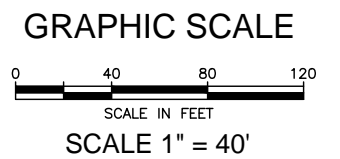
Ridgemoor Road: Proposed Resurfacing Limits

** Resurfacing shall be in accordance with the detailed resurfacing plans.*



SEE ABOVE RIGHT

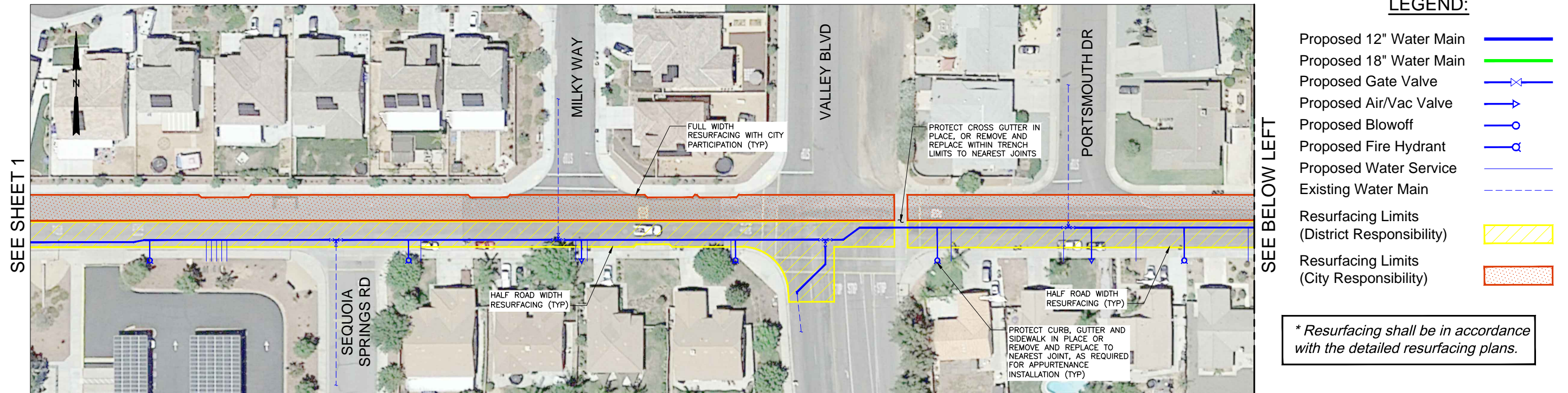
SEE SHEET 2



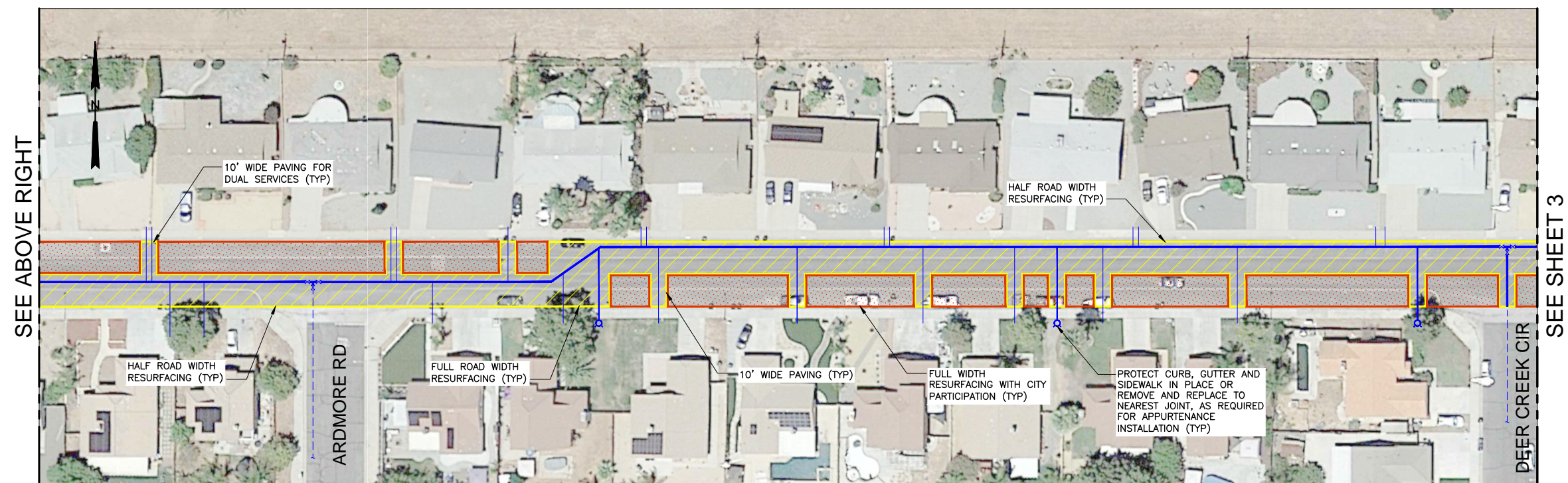
SHEET 1



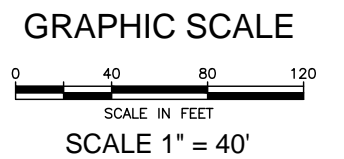
Ridgemoor Road: Proposed Resurfacing Limits



Ridgemoor Road: Proposed Resurfacing Limits

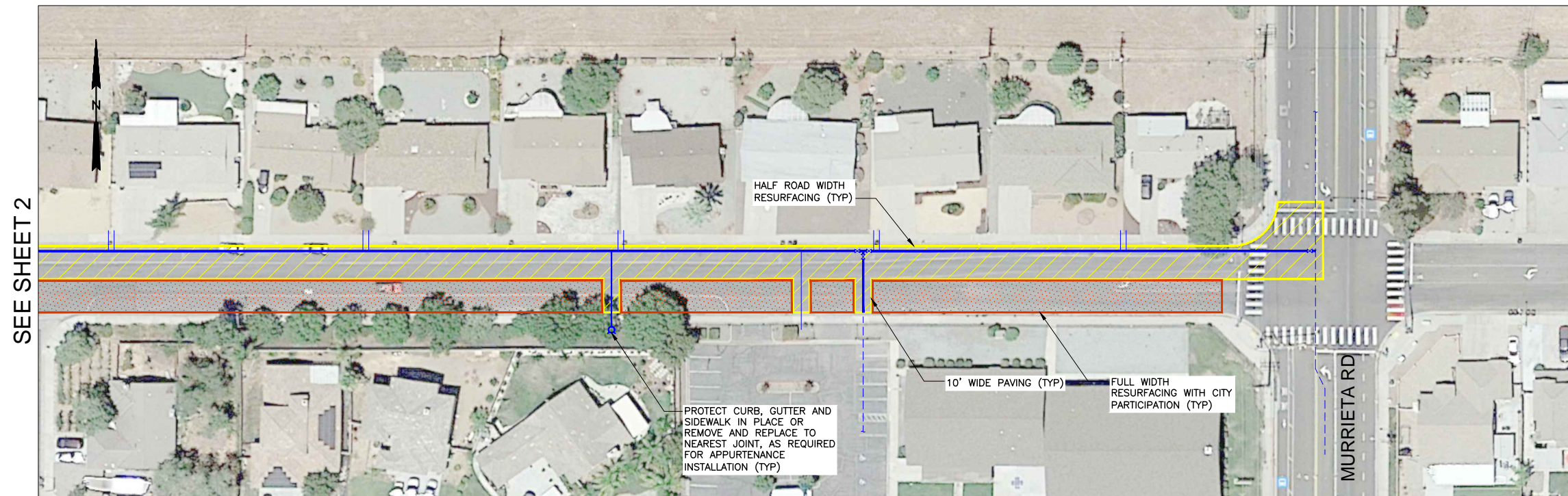


Ridgemoor Road: Proposed Resurfacing Limits



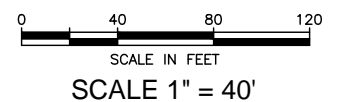
SHEET 2

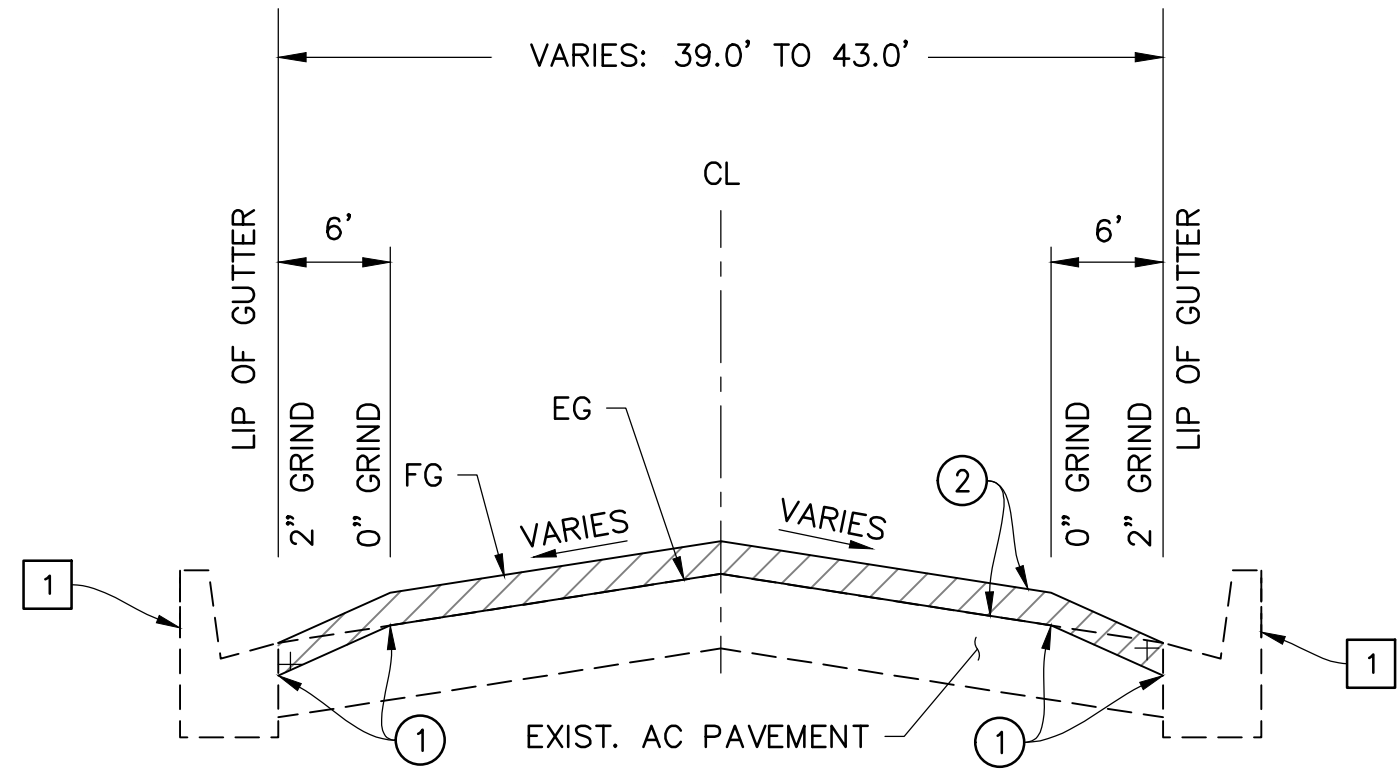


**LEGEND:**

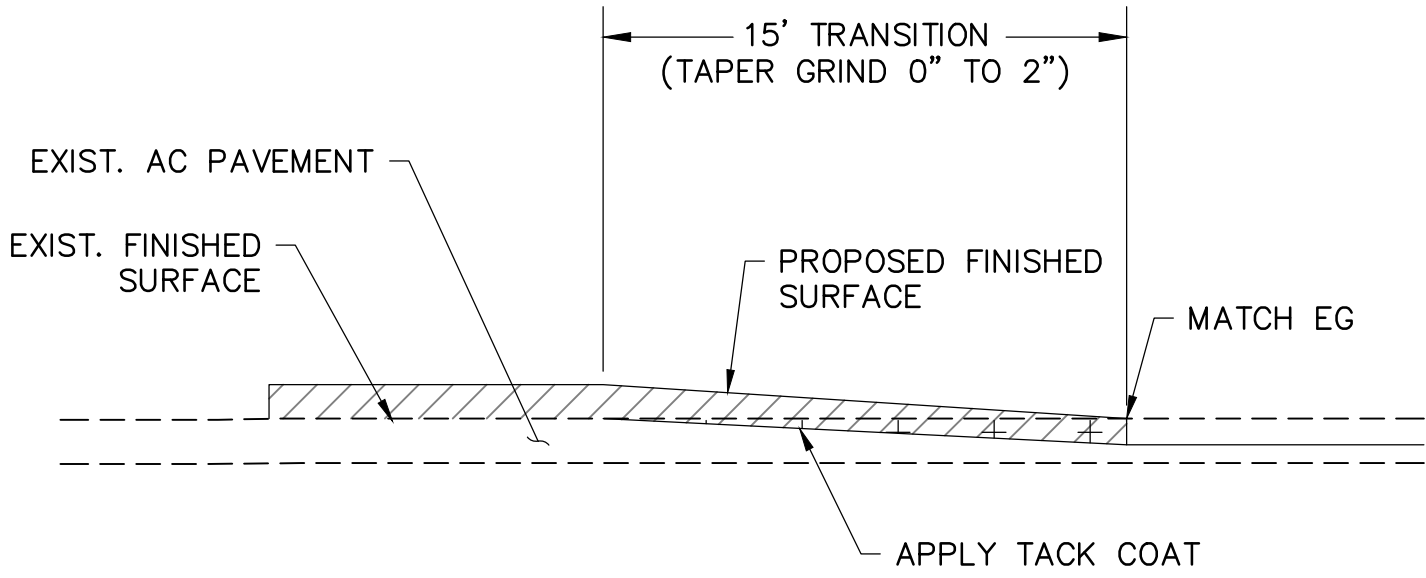
| | |
|--|--|
| Proposed 12" Water Main | |
| Proposed 18" Water Main | |
| Proposed Gate Valve | |
| Proposed Air/Vac Valve | |
| Proposed Blowoff | |
| Proposed Fire Hydrant | |
| Proposed Water Service | |
| Existing Water Main | |
| Resurfacing Limits (District Responsibility) | |
| Resurfacing Limits (City Responsibility) | |

** Resurfacing shall be in accordance with the detailed resurfacing plans.*

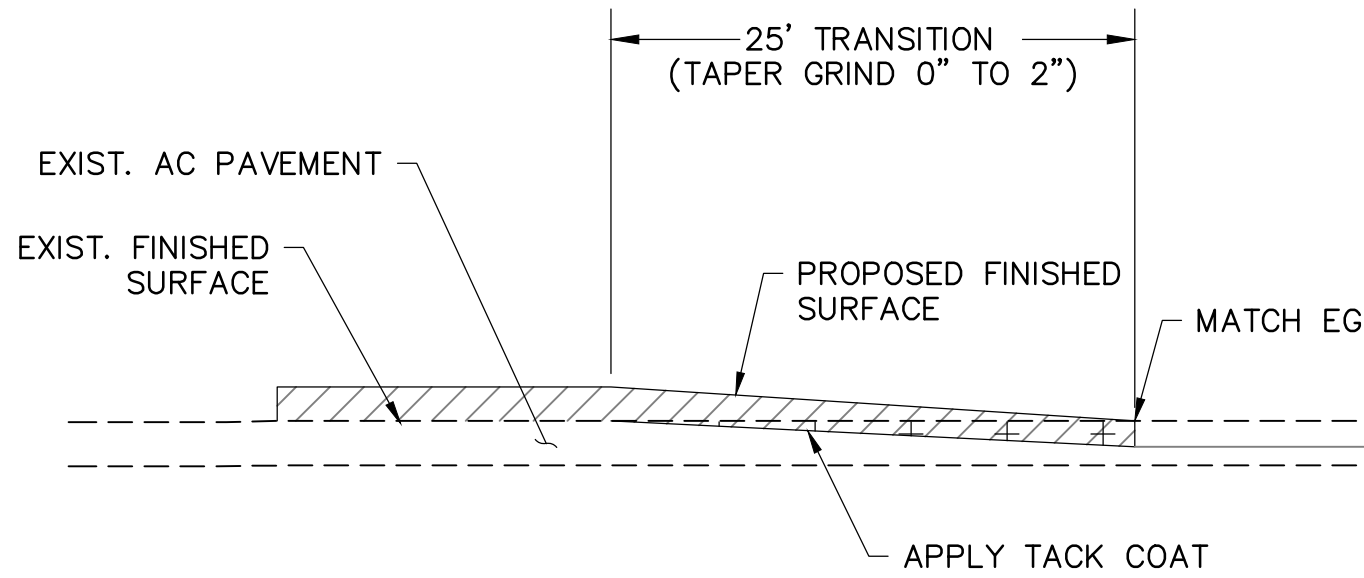
GRAPHIC SCALE**SHEET 3**



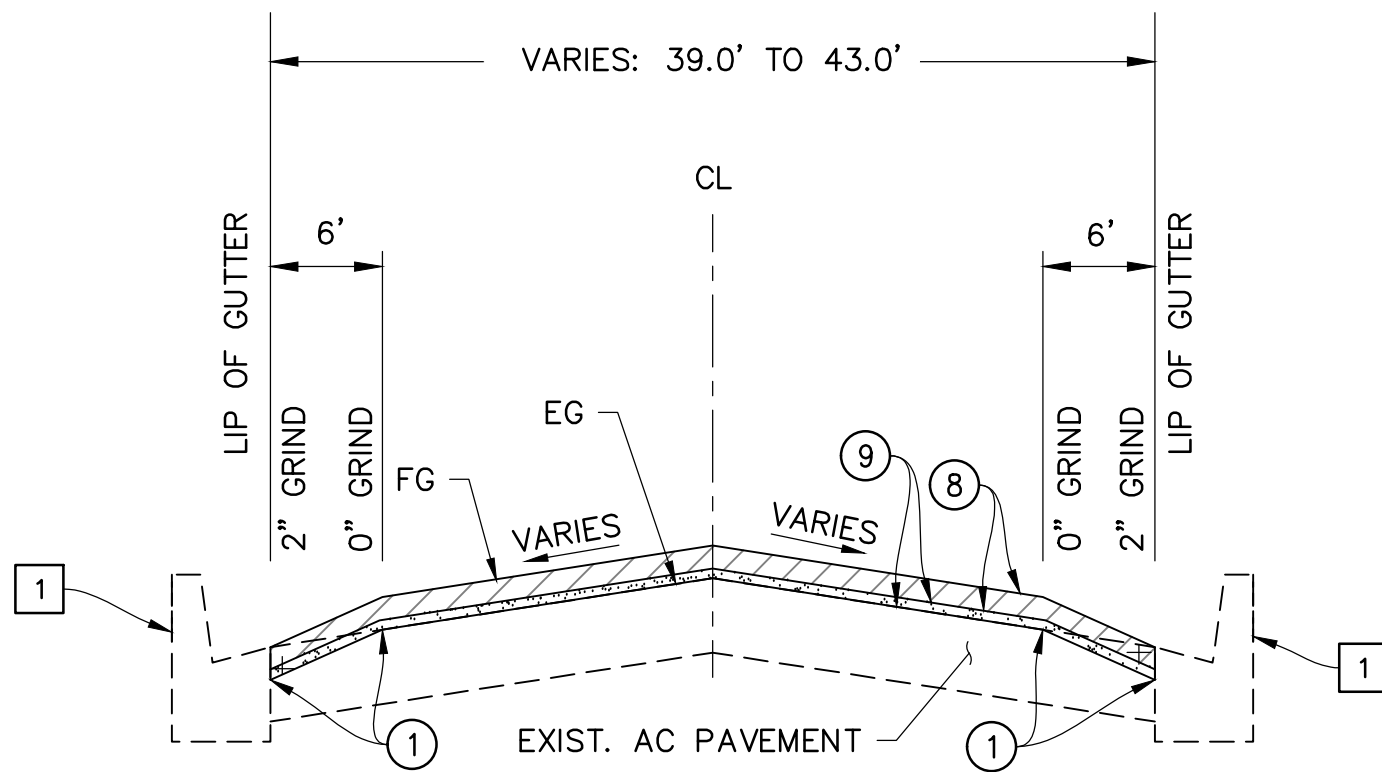
1 2" AC OVERLAY (RUBBERIZED)
NTS



3 SIDE STREET OVERLAY TRANSITION DETAIL
NTS



2 OVERLAY PARALLEL TRANSITION DETAIL
NTS



4 1.5" AC AND LEVEL COURSE OVERLAY (RUBBERIZED)
NTS

CONSTRUCTION NOTES

- 1 PROTECT IN PLACE (ITEM AS INDICATED)
- 1 6'-HEADER GRIND (0"-2.0")
- 2 2" AC OVERLAY (RUBBERIZED)
- 8 1.5" AC OVERLAY (RUBBERIZED)
- 9 CRACK SEAL AND 1/2" LEVEL COURSE

CONSTRUCTION LEGEND

- 6'-HEADER GRIND
- 2" OVERLAY (RUBBERIZED)
- LEVEL COURSE

GENERAL NOTES

1. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF MENIFEE STANDARD DETAILS AND SPECIFICATIONS, THE CURRENT STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (THE "GREENBOOK"), THE RIVERSIDE COUNTY STREET IMPROVEMENT STANDARDS AND SPECIFICATIONS AND STANDARD PLANS; COUNTY ORDINANCE NO. 461; CALTRANS STANDARD PLANS AND SPECIFICATIONS; CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.


2. PRIOR TO START OF WORK, THE CONTRACTOR SHALL APPLY TO THE CITY OF MENIFEE ENGINEERING DEPARTMENT FOR AN ENCROACHMENT PERMIT FOR WORK PERFORMED WITHIN PUBLIC RIGHT-OF-WAY AND TO BE RESPONSIBLE FOR SATISFACTORY COMPLIANCE FOR CURRENT ENVIRONMENTAL REGULATIONS DURING THE LIFE OF CONSTRUCTION ACTIVITIES FOR THIS PROJECT.

3. WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL BE PROSECUTED TO COMPLETION WITHOUT DELAY SO AS TO PROVIDE MINIMUM INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND TO THE TRAVELING PUBLIC. FAILURE TO COMPLY WITH THIS REQUIREMENT IS A VIOLATION OF THE CITY OF MENIFEE ENCROACHMENT PERMIT.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY CLEAN UP ON CITY OF MENIFEE RIGHT-OF-WAY AFFECTED BY CONTRACTOR'S WORK. THE CONTRACTOR SHALL KEEP CITY OF MENIFEE RIGHT-OF-WAY CLEAN OF DEBRIS, WITH DUST AND OTHER NUISANCES BEING CONTROLLED AT ALL TIMES. METHOD OF STREET CLEANING SHALL BE WET SWEEPING OF ALL PAVED AREAS. THERE SHALL BE NO STOCKPILING OF CONSTRUCTION MATERIALS WITHIN THE CITY OF MENIFEE RIGHT-OF-WAY WITHOUT THE PERMISSION OF THE CITY ENGINEER.

5. THE CONTRACTOR SHALL CONTACT THE CITY OF MENIFEE PUBIC WORKS INSPECTOR 48 HOURS PRIOR TO CONSTRUCTION AT (951) 672-6777.

NOTE: WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL A NOTICE TO PROCEED AND AN ENCROACHMENT PERMIT HAS BEEN ISSUED.



Call: TOLL FREE
811
TWO WORKING DAYS BEFORE YOU DIG

VERIFY SCALES

BAR IS ONE INCH ON ORIGINAL DRAWING

0 1"

IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

PLANS PREPARED BY:
3737 BIRCH STREET, SUITE 250
NEWPORT BEACH, CA 92660
T 949.428.1500

ARDURRA
COLLABORATE. INNOVATE. CREATE.

UNDER THE SUPERVISION OF: _____
LISETTE BICE R.C.E. No. 83157 DATE _____

| REVISIONS | | | | |
|-----------|------|---------|-------------|-------------|
| NO. | DATE | INITIAL | DESCRIPTION | APP'VD/DATE |
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| APPROVED BY: | |
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| SENIOR DIRECTOR OF ENGINEERING | DATE |
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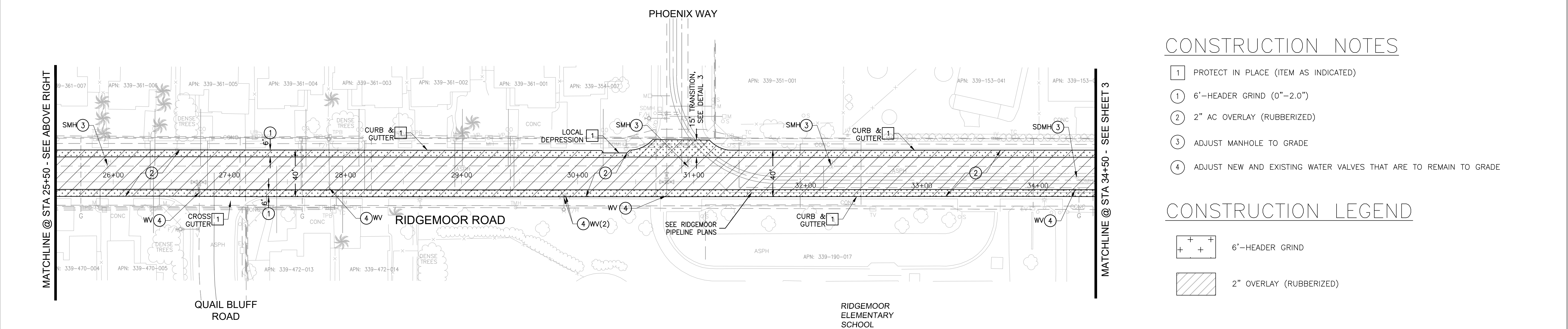
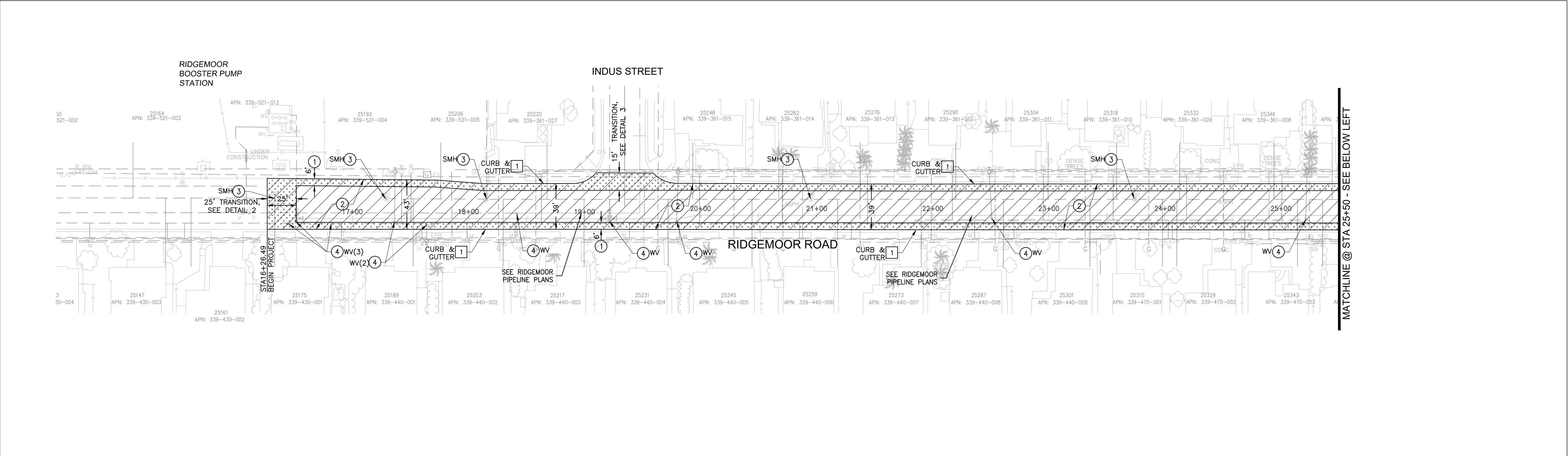
| EASTERN MUNICIPAL WATER DISTRICT | | | | INITIAL |
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| SCALE: AS SHOWN | | | | |

EASTERN MUNICIPAL WATER DISTRICT
RIVERSIDE COUNTY, CALIFORNIA

RIDGEMOOR ROAD PAVING PLANS

DETAIL PLAN

I.D. 13 & U-36
S.A. 41
W.O. 477185
C.O.
COORD. 22B-7&8
SHT. 1 OF 4



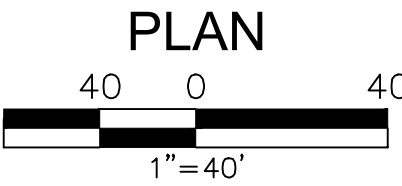
CONSTRUCTION NOTES

- 1 PROTECT IN PLACE (ITEM AS INDICATED)
- 1 6'-HEADER GRIND (0"-2.0")
- 2 2" AC OVERLAY (RUBBERIZED)
- 3 ADJUST MANHOLE TO GRADE
- 4 ADJUST NEW AND EXISTING WATER VALVES THAT ARE TO REMAIN TO GRADE

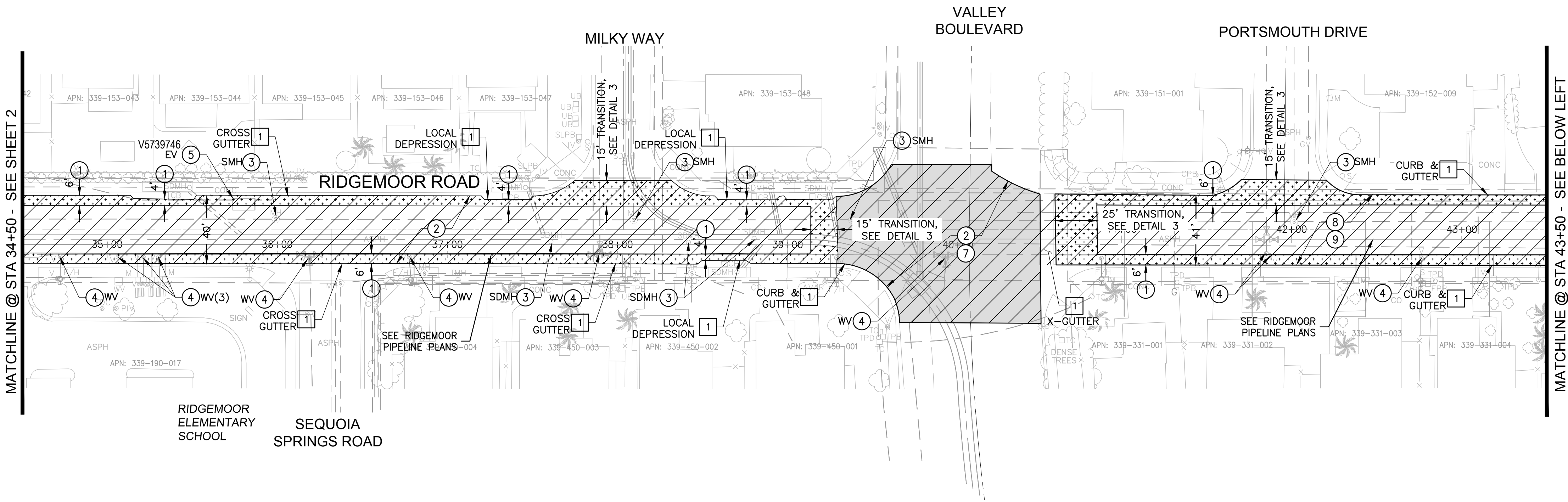
CONSTRUCTION LEGEND

- 6'-HEADER GRIND
- 2" OVERLAY (RUBBERIZED)

NOTE: WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL A NOTICE TO PROCEED AND AN ENCROACHMENT PERMIT HAS BEEN ISSUED.



| <div>Underground Service Alert</div> <div><div><div><div><div></div><div>CALL BEFORE YOU DIG</div></div><div><div></div><div></div><div></div></div></div><div>Call: TOLL FREE</div><div>811</div><div>TWO WORKING DAYS BEFORE YOU DIG</div></div></div> | | <div>VERIFY SCALES</div> <div>BAR IS ONE INCH ON ORIGINAL DRAWING</div> <div><div>0</div><div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div><div>1"</div></div> <div>IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY</div> | <div>PLANS PREPARED BY:</div> <div>3737 BIRCH STREET, SUITE 250 NEWPORT BEACH, CA 92660 T 949.428.1500</div> <div>UNDER THE SUPERVISION OF:</div> <div><div>LISETTE BICE</div><div>R.C.E. No. 83157</div><div>DATE</div></div> | <div><div><div></div><div></div><div></div></div><div>ARDURRA</div><div>COLLABORATE. INNOVATE. CREATE.</div></div> | <table><tr><th colspan="5">REVISIONS</th></tr><tr><th>NO.</th><th>DATE</th><th>INITIAL</th><th>DESCRIPTION</th><th>APP'D/DATE</th></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr></table> | REVISIONS | | | | | NO. | DATE | INITIAL | DESCRIPTION | APP'D/DATE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | <div>APPROVED BY:</div> <div>SENIOR DIRECTOR OF ENGINEERING</div> <div>DATE</div> <div>REFERENCES</div> | <div>EASTERN MUNICIPAL WATER DISTRICT</div> <div>PROJECT MANAGER</div> <div>03.01.2023. DATE</div> <div>APPROVALS</div> <table><tr><td>PROJECT ENGR.</td><td>INITIAL</td><td>DATE</td></tr><tr><td>INSPECTION</td><td></td><td></td></tr><tr><td>OPERATIONS</td><td></td><td></td></tr><tr><td>MAINTENANCE</td><td></td><td></td></tr></table> | PROJECT ENGR. | INITIAL | DATE | INSPECTION | | | OPERATIONS | | | MAINTENANCE | | | <table><tr><td></td><td>INITIAL</td></tr><tr><td>DESIGNED</td><td></td></tr><tr><td>DRAWN</td><td></td></tr><tr><td>CHECKED</td><td></td></tr><tr><td>SUBMITTED</td><td></td></tr><tr><td colspan="2">SCALE: AS SHOWN</td></tr></table> | | INITIAL | DESIGNED | | DRAWN | | CHECKED | | SUBMITTED | | SCALE: AS SHOWN | | <div>EASTERN MUNICIPAL WATER DISTRICT</div> <div>RIVERSIDE COUNTY, CALIFORNIA</div> <div>RIDGEMOOR ROAD PAVING PLANS</div> <div>ROAD PLAN</div> <div>STA 16+26 TO STA 34+50</div> <table><tr><td>I.D.</td><td>13 & U-36</td></tr><tr><td>S.A.</td><td>41</td></tr><tr><td>W.O.</td><td>477185</td></tr><tr><td>C.O.</td><td></td></tr><tr><td>COORD.</td><td>22B-7&8</td></tr><tr><td>SHT.</td><td>2 OF 4</td></tr></table> | I.D. | 13 & U-36 | S.A. | 41 | W.O. | 477185 | C.O. | | COORD. | 22B-7&8 | SHT. | 2 OF 4 |
|--|-----------|---|--|--|---|-----------|--|--|--|--|-----|------|---------|-------------|------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|---|--|---------------|---------|------|------------|--|--|------------|--|--|-------------|--|--|---|--|---------|----------|--|-------|--|---------|--|-----------|--|-----------------|--|---|------|-----------|------|----|------|--------|------|--|--------|---------|------|--------|
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| NO. | DATE | INITIAL | DESCRIPTION | APP'D/DATE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| PROJECT ENGR. | INITIAL | DATE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| INSPECTION | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| OPERATIONS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| MAINTENANCE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | INITIAL | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| SUBMITTED | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| I.D. | 13 & U-36 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| S.A. | 41 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| W.O. | 477185 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| C.O. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| COORD. | 22B-7&8 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SHT. | 2 OF 4 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

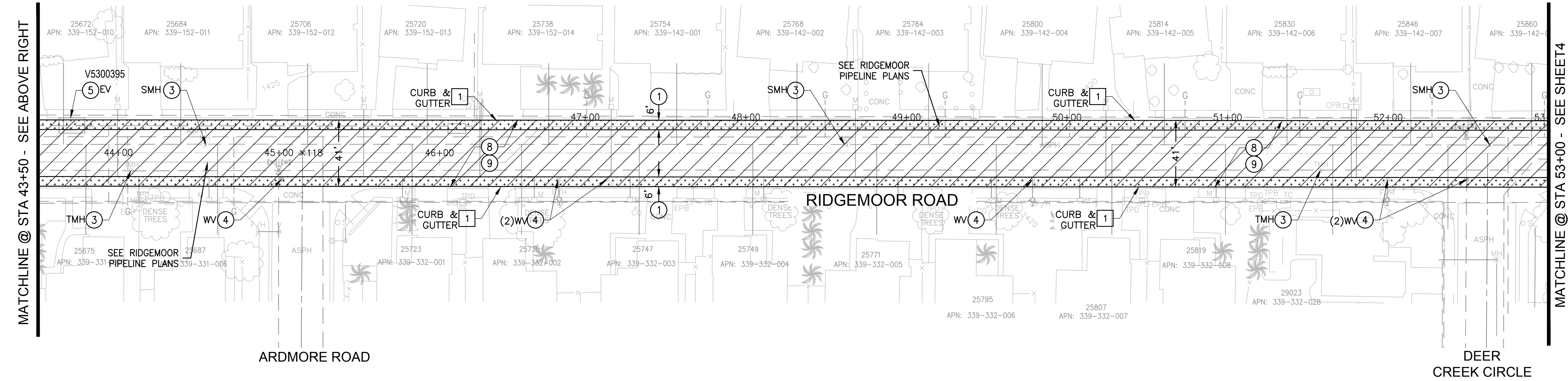


CONSTRUCTION NOTES

- 1 PROTECT IN PLACE (ITEM AS INDICATED)
- 1 6'-HEADER GRIND (0"-2.0")
- 2 2" AC OVERLAY (RUBBERIZED)
- 3 ADJUST MANHOLE TO GRADE
- 4 ADJUST NEW AND EXISTING WATER VALVES THAT ARE TO REMAIN TO GRADE
- 5 SCE TO ADJUST ELECTRIC VAULT TO GRADE (CONTRACTOR TO COORDINATE)
- 7 2" GRIND AND OVERLAY
- 8 1.5" AC OVERLAY (RUBBERIZED)
- 9 CRACK SEAL AND 1/2" LEVEL COURSE

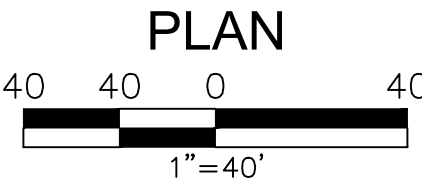
CONSTRUCTION LEGEND

- 6'-HEADER GRIND
- 2" OVERLAY (RUBBERIZED)
- 2" GRIND



ALL STRIPING MUST BE RESTORED TO EXISTING LAYOUT AND CONDITIONS AND PER CITY OF MENIFEE STANDARDS. ALL STRIPING AND LEGENDS SHALL BE THERMOPLASTIC. PEDESTRIAN X-WALKS SHALL BE CONTINENTAL TYPE PER CITY STANDARDS.

NOTE: WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL A NOTICE TO PROCEED AND AN ENCROACHMENT PERMIT HAS BEEN ISSUED.



PZ 1627 SPEC. No. 1491W

Underground Service Alert



Call: TOLL FREE

811

TWO WORKING DAYS BEFORE YOU DIG

VERIFY SCALES

BAR IS ONE INCH ON ORIGINAL DRAWING

0 1"

IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

PLANS PREPARED BY:
3737 BIRCH STREET, SUITE 250
NEWPORT BEACH, CA 92660
T 949.428.1500



UNDER THE SUPERVISION OF:

LISETTE BICE R.C.E. No. 83157

DATE

REVISIONS

| NO. | DATE | INITIAL | DESCRIPTION | APP'VD/DATE |
|-----|------|---------|-------------|-------------|
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APPROVED BY:

SENIOR DIRECTOR OF ENGINEERING DATE
REFERENCES

EASTERN MUNICIPAL WATER DISTRICT

PROJECT MANAGER

APPROVALS

| | INITIAL | DATE |
|---------------|---------|------|
| PROJECT ENGR. | | |
| INSPECTION | | |
| OPERATIONS | | |
| MAINTENANCE | | |

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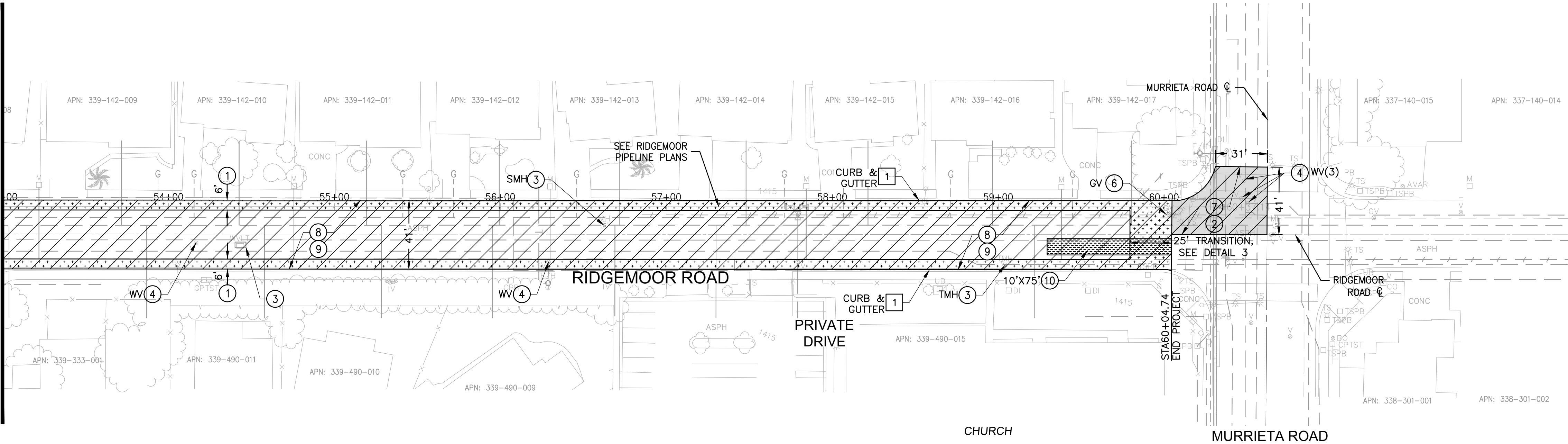
EASTERN MUNICIPAL WATER DISTRICT
RIVERSIDE COUNTY, CALIFORNIA

RIDGEMOOR ROAD PAVING PLANS

ROAD PLAN
STA 34+50 TO STA 53+00

| | |
|--------|-----------|
| I.D. | 13 & U-36 |
| S.A. | 41 |
| W.O. | 477185 |
| C.O. | |
| COORD. | 22B-7&8 |
| SHT. | 3 OF 4 |

MATCHLINE @ STA 53+00 - SEE SHEET 3



CONSTRUCTION NOTES

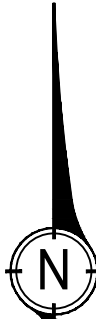
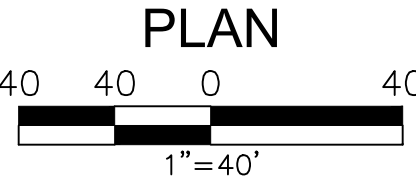
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- PROTECT IN PLACE (ITEM AS INDICATED)
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- 6'-HEADER GRIND (0"-2.0")
-
- 2
- 2" AC OVERLAY (RUBBERIZED)
-
- 3
- ADJUST MANHOLE TO GRADE
-
- 4
- ADJUST NEW AND EXISTING WATER VALVES THAT ARE TO REMAIN TO GRADE
-
- 6
- ADJUST GAS VALVE TO GRADE
-
- 7
- 2" GRIND AND OVERLAY
-
- 8
- 1.5" AC OVERLAY (RUBBERIZED)
-
- 9
- CRACK SEAL AND 1/2" LEVEL COURSE
-
- 10
- REMOVE 6" AC AND CONSTRUCT 2" ARHM OVER 4" AC

CONSTRUCTION LEGEND

- 6'-HEADER GRIND
-
- 2" OVERLAY (RUBBERIZED)

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APPROVED BY:

SENIOR DIRECTOR OF ENGINEERING DATE
REFERENCES

EASTERN MUNICIPAL WATER DISTRICT

PROJECT MANAGER

APPROVALS

| | INITIAL | DATE |
|---------------|---------|------|
| PROJECT ENGR. | | |
| INSPECTION | | |
| OPERATIONS | | |
| MAINTENANCE | | |

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| SUBMITTED | |
| SCALE: AS SHOWN | |

EASTERN MUNICIPAL WATER DISTRICT
RIVERSIDE COUNTY, CALIFORNIA

RIDGEMOOR ROAD PAVING PLANS

ROAD PLAN
STA 53+00 TO STA 61+18

| | |
|--------|-----------|
| I.D. | 13 & U-36 |
| S.A. | 41 |
| W.O. | 477185 |
| C.O. | |
| COORD. | 22B-7&8 |
| SHT. | 4 OF 4 |

Bid Schedule B-1

EXHIBIT D

| Description | Qty | Unit | Unit Cost | Item Cost | District % | City% | City Share |
|--|--------|------|-----------|------------|---|-------|------------|
| Mobilization for Paving | 1 | LS | \$30,000 | \$30,000 | 59% | 41% | \$12,300 |
| Public Notificatons | 1 | LS | \$5,000 | \$5,000 | 59% | 41% | \$2,050 |
| Storm Water Management & BMP for Paving | 1 | LS | \$5,000 | \$5,000 | 59% | 41% | \$2,050 |
| Traffic Control for Paving | 1 | LS | \$10,000 | \$10,000 | 59% | 41% | \$4,100 |
| Adjust existing manhole to Grade | 19 | EA | \$1,400 | \$26,600 | 100% | 0% | \$0 |
| Adjust existing SD manhole to grade | 3 | EA | \$1,400 | \$4,200 | 59% | 41% | \$1,722 |
| Adjust existing valve cover to grade | 48 | EA | \$650 | \$31,200 | 100% | 0% | \$0 |
| Survey centerline ties & re-establish monuments | 1 | LS | \$7,500 | \$7,500 | 59% | 41% | \$3,075 |
| 6' wide header grind | 60,000 | SF | \$0.28 | \$16,800 | 59% | 41% | \$6,888 |
| AC Overlay | 2,300 | TON | \$130 | \$299,000 | 59% | 41% | \$122,590 |
| Re-establish existing pavement striping | 1 | LS | \$15,000 | \$15,000 | 59% | 41% | \$6,150 |
| Furnish and install blue dots | 15 | EA | \$30 | \$450 | 59% | 41% | \$185 |
| 4" asphalt concrete | 750 | SF | \$6 | \$4,500 | 59% | 41% | \$1,845 |
| Crack seal and level course | 260 | TON | \$120 | \$31,200 | 59% | 41% | \$12,792 |
| Subtotal Construction Cost | | | | \$ 486,450 | \$175,747 \$17,575 \$7,733 \$201,055 \$202,000 | | |
| Contingency (10%) | | | | \$ 48,645 | | | |
| Escalation to Paving Construction = July 2024 (4%) | | | | \$ 21,404 | | | |
| Total Construction Cost | | | | \$ 556,499 | | | |
| Subtotal - Bid Schedule B-1 (rounded) | | | | \$ 560,000 | | | |

*City Responsibility is 41% except raising EMWD facilities to grade which is 0% City responsibility.

RESOLUTION NO. 3224

A RESOLUTION OF THE BOARD OF DIRECTORS OF EASTERN MUNICIPAL WATER DISTRICT SETTING DISTRICT POLICY REGARDING RESPONSIBILITY FOR THE REPAIR OF SOIL SUBSIDENCE OVER DISTRICT-OWNED FACILITIES IN THOSE CASES WHERE THE DISTRICT HAS FULL CONTROL OVER CONSTRUCTION STANDARDS AND COMPACTION

WHEREAS, the responsibility for correcting trench subsidence over water lines, reclaimed water lines, and sewer lines, and other facilities ("facilities") owned and operated by Eastern Municipal Water District ("District") is a continuing issue of contention between the District, the County of Riverside, the cities within and outside District boundaries ("local agencies") as well as developers; and

WHEREAS, the District has received claims and even lawsuits for trench subsidence where the District had no control over trench compaction above the pipe zone, even though the District controlled pipe zone was not found to be part of the problem; and

WHEREAS, the District has discussed the proposed policy regarding control of trench compaction and commensurate warranties of same with local agencies and developers, and received a favorable response; and

WHEREAS, the Board of Directors believes a formal policy establishing District responsibilities for trench subsidence remediation will help alleviate and reduce disputes with local agencies and developers;

NOW, THEREFORE, the Board of Directors of Eastern Municipal Water District does hereby RESOLVE, ORDER, AND ADOPT the following policy:

SECTION 1: The District assumes responsibility for compaction and proper installation of its facilities including, but not limited to, Pipelines, Trench Backfill, Subgrade, Base, and Pavement, provided District had full control and supervision of the entire compaction and construction process.

SECTION 2: The District assumes responsibility for compaction and proper installation of its facilities, including Pipelines and Trench Backfill, where pavement construction is provided by others, provided District had full control and supervision of the entire compaction and construction process within the trench. The District will not assume any liability or warrant Subgrade, Base, and Paving work over District facilities performed by other parties

Attachment 1

Resolution No. 3224

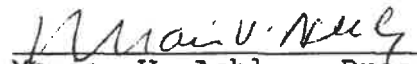
who are not subject to District inspection and construction requirements.

SECTION 3: The District will not assume continuing responsibility for trench subsidence if any entity or party disturbs the trench compaction, for whatever reason, after initial District inspection and acceptance.

SECTION 4: The District will charge a fee to cover the expense of providing services when District assumes responsibility for the construction and compaction standards of its pipeline facilities.

SECTION 5: In those cases where a local agency or other controlling party decides that compaction above the pipe zone on a pipeline project remains under its jurisdiction, District will not accept any responsibility for future remediation of any trench subsidence.

ADOPTED, SIGNED, AND APPROVED this 16th day of October, 1996.


Marion V. Ashley, President

ATTEST:


Mary C. White, Secretary

(seal)