

**CITY OF BEAUMONT & BEAUMONT CHERRY VALLEY WATER DISTRICT  
COOPERATIVE AGREEMENT  
REGARDING RIGHT-OF-WAY ENCROACHMENTS & PAVEMENT RESTORATION**

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This **COOPERATIVE AGREEMENT**, (the “Agreement”), is made and entered into as of \_\_\_\_\_, 2024, by and between the City of Beaumont, a municipal corporation and general law city of the State of California, (the “City”), and the Beaumont Cherry Valley Water District, (the “District”), a public agency organized and existing pursuant to Division 11 (commencing with Section 20500) of the California Water Code. The City and District are sometimes respectively referred to as “Party” and collectively as the “Parties.”

**I. Recitals**

- A. The City is invested through Section 7 of Article XI of the California Constitution to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws. It is through the City’s police powers that it is constitutionally authorized to regulate and protect the public health, safety, and welfare within its corporate boundaries.
- B. In furtherance of its constitutional police powers, the City has enacted its Municipal Code inclusive of Title 12 “Streets, Sidewalks and Public Places.”
- C. To ensure for the public health, safety and welfare, the City adopted Chapter 12.12 “Excavations” through Ordinance No. 544 adopted in 1982 to regulate the use of City streets for excavations and encroachments, the maintenance, planting and removal of trees, and the issuance, modification and revocation of permits for such uses.
- D. The City’s regulatory authority over the use of public streets includes Municipal Code section 12.12.040 “Permit – Required for encroachments and excavations” that states: *“No person, including firm, corporation, public district, public agency or political subdivision, shall make any excavation in, or construct, install or maintain any improvement, structure or encroachment in, on, over or under, any City street or the right-of-way thereof without first obtaining from the City Engineer a permit therefor, or maintain the same without such permit or in violation of the terms or conditions thereof.”*
- E. The City, through its Public Works Department, has adopted a Paving Restoration and Trench Repair standard (the “Trench Repair Standard”) applicable to all applicants requesting to excavate the City’s public streets for installation of utility lines and other similar purposes. Among the requirements of the Trench Repair Standard is a trench repair area extending a minimum of one (1) foot beyond the trench width and a two-inch (2”) mill and grind of existing asphalt concrete pavement with construction of new two-inch (2”) asphalt concrete paving extending a minimum of two (2) feet beyond the trench repair area and as otherwise required pursuant to the Trench Repair Standard. The Trench Repair Standard is typical of similar standards adopted by other cities and counties and is incorporated herein as Attachment 1.
- F. The City routinely invests its public funds into the preservation, restoration and maintenance of its public streets that are often degraded over time due to the periodic

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installation of various encroachments for public utilities and other improvements, including domestic water or recycled water transmission pipelines and appurtenances installed for the benefit of the District.

- G. To safeguard and protect the City's investment of its public funds into its public streets, the City adopted Ordinance No. 1113 on November 19, 2019, enacting Chapter 12.31 "Street Cut Moratorium" to its Municipal Code with the stated purpose "*...to minimize pavement degradation, maintain structural integrity of streets, maintain a smooth surface for all modes of transportation, and reduce negative visual impacts. By having a street cut moratorium, contractors or utilities companies with proposed projects that require excavation of roadways can more effectively plan and review conflicts that may be encountered.*"
- H. The City's regulatory authority over the use of public streets includes Municipal Code section 12.31.010 "Moratorium on trenching or excavation of streets" that states: "*No trenching or excavation shall be permitted in any street that has been constructed, or reconstructed, the pavement surface shall not be cut or opened for a period of five years after completion of, or from recordation of a notice of completion. On a slurry sealed street, the pavement surface shall not be cut or opened for a period of three years from completion.*"
- I. District, has secondary rights to the use of public streets within the City for the purposes of and in furtherance of the statutory rights the District enjoys pursuant to the California Water Code.
- J. The City's police powers prevail over the regulation of encroachments into and within its public streets, pursuant to case law inclusive of *Montgomery v. Railway Company* 104 Cal. 186, 189 (1894) holding that cities were best positioned to resolve conflicting demands between uses of their own streets: "when a public street in a city is dedicated to the general use of the public, it involves its use *subject to municipal control and limitations* for all the uses and purposes of the public as a street."
- K. District is granted a statutory franchise (as opposed to a private franchise) to build waterworks across public streets, subject to the provisions of California Water Code section 22431: "*A district may construct any works across any watercourse, road, railway, conduit, or other property subject or devoted to public use in a manner that will afford security to life and property. The district shall restore the property crossed as near as may be to its former state or as not to have impaired unnecessarily its usefulness.*"
- L. The California Legislature, in enacting the Public Utilities Code (commencing with Section 10001) explicitly authorized the City to require encroachment permits to regulate the terms and conditions of street excavation by utilities owned by "municipal corporations" as that term is broadly defined to include cities, counties, water districts and irrigation districts like the District. Further, the California Legislature enacted Streets & Highways Code section 1921 providing cities authority over maintenance of city streets: "*The governing body of any city shall have jurisdiction to prescribe the requirements for*

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*maintenance, including the maintenance of drainage, of all streets within the limits of the city.”*

- M. District has applied for and received encroachment permits from the City in accordance with Beaumont Municipal Code section 12.12.040 authorizing the District and its assignees the ability to excavate within and along the City’s public streets to install (or remove) domestic water transmission and distribution lines, non-potable water lines, services, and appurtenances, (the “District Facilities”), subject to the Trench Repair Standard equally applied by the City on its various other encroachment permittees.
- N. District has requested the City to consider entering into a Cooperative Agreement facilitating an annual encroachment permit for the purposes of performing work within the City’s public streets related to the District Facilities, (the “Annual Permit”).
- O. District has also requested the City to consider implementing a modified trench repair, backfill and pavement restoration standard in the Annual Permit.
- P. Under the provisions of this Cooperation Agreement by and between the City of Beaumont and Beaumont-Cherry Valley Water District, BCVWD shall incorporate by Resolution (BCVWD Resolution 2024-xx, Attachment 2) requiring an express liability for and warranty against trench and pavement failures as a condition precedent to the City of Beaumont’s acceptance of the modified trench repair, backfill and pavement restoration standard.
- Q. It is understood by the Parties that BCVWD’s Board policy adopted by Resolution 2024-xx reflects its statutory obligations set forth in California Water Code section 22431 and does not otherwise invalidate or supersede such legal obligations applicable to water and irrigation districts.
- R. The Parties acknowledge that the District has not heretofore adopted a formal policy providing an express liability for and warranty against trench and pavement failures in its work to excavate public streets related to the District Facilities. The Parties further acknowledge and agree that the District is statutorily required to restore the City’s public streets “as near as may be to its former state or as not to have impaired unnecessarily its usefulness” pursuant to California Water Code section 22431.
- S. The District agrees to comply with the provisions of California Water Code section 22431 and to incorporate a formal warranty policy into this Agreement as a condition precedent to City’s approval to enter into this Agreement and to consider a modified trench repair, backfill and pavement restoration standard specific to the District. See Attachment 3 for BCVWD Paving Restoration and Trench Repair Standard.
- T. It is the intent of the Parties to enter into this Agreement for an initial one (1) year term to determine: (1) the effectiveness of the Annual Permit in protecting the public health, safety and welfare, as well as preserving the overall maintenance of the City’s public streets, and (2) the effectiveness of the BCVWD Paving Restoration and Trench Repair

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standard implemented by the District to prevent further pavement degradation of the City's public streets as listed under Item 1., S.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and District agree as follows:

**Section 1: Incorporation of Recitals**

1.1 The Recitals set forth above are incorporated into and made a part of this Agreement as fully as if set forth verbatim herein and shall constitute a substantive part of this Agreement. These Recitals are true and correct and the Parties are bound thereby. By signing this Agreement, City and District acknowledge reading, understanding, and agreement to all the Recitals.

**Section 2: Term of Agreement**

2.1 Effective Date. This Agreement shall become effective on the date first written above.

2.2 Term of Agreement. The term of this Agreement shall commence upon the Effective Date and shall remain in effect for one (1) year ("Initial Term"). The Initial Term shall be considered a "proving period" to consider the effectiveness of the Agreement in accordance with Recital T and is subject to termination by either Party pursuant to the provisions herein. The term of this Agreement may be extended as the discretion of the Parties in accordance with Section 2.3 herein. Accordingly, this agreement shall serve as the Annual Permit for the Initial Term.

2.3 Consideration of Extension of Agreement. During the proving period throughout the Initial Term, the Parties shall periodically meet and confer on the effectiveness of the Agreement as meeting the requirements and obligations of both Parties, and specifically as to the City's satisfaction that District has complied with its obligations otherwise required pursuant to California Water Code section 22431 requiring restoration of the City's public streets in accordance with the provisions herein. Subject to formal consideration by the City's City Council upon the conclusion of the Initial Term, the City in its sole discretion may extend the Agreement for a Renewal Term as set forth in Section 2.4 herein. For the purposes of the City's consideration of an extension of the Agreement, the District has discretion to provide notice to City to terminate the Agreement during the Initial Term pursuant to the provisions herein and forego City's consideration of an extension, and to return to the City's procedures for issuance of encroachment permits to the District in accordance with Beaumont Municipal Code section 12.12.040 inclusive of its adopted Trench Repair Standards.

2.4 First Extension of Agreement. Provided this Agreement has not been terminated by either Party during the Initial Term thereof and subject the City's formal consideration of an extension of this Agreement pursuant to Section 2.3 herein and an affirmative direction given by the City Council to grant the extension, this Agreement may be extended by the City Manager for a one (1) year term ("Renewal Term"). Accordingly, this agreement shall

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continue to serve as the Annual Permit for the Renewal Term.

- 2.5 Automatic Extension of Agreement. Provided the Parties agree on the effectiveness of the Agreement as meeting the requirements and obligations of both Parties, and specifically as to the City's satisfaction that District has complied with its obligations otherwise required pursuant to California Water Code section 22431. requiring restoration of the City's public streets in accordance with the provisions herein, following the First Extension provided by Section 2.4 herein, the term of this Agreement may be automatically extended by the City Manager for subsequent one (1) year Renewal Terms. Accordingly, this agreement shall continue to serve as the Annual Permit for the subsequent Renewal Term(s).

**Section 3: District Encroachment Work to be Performed**

- 3.1 Scope of Work. This Agreement provides for the City's issuance of an Annual Permit in accordance with Beaumont Municipal Code section 12.12.040 providing District, its agents, contractors, employees, representatives, and consultants the right to perform work related to the District Facilities including routine maintenance, minor repairs, emergency repairs, installation of services, or removal of District Facilities within the City's public streets (the "Encroachment Work"). Accordingly, upon issuance of an Annual Permit the District is hereby authorized to perform the Encroachment Work within and along the City's public streets pursuant to the terms and conditions of this Agreement.
- 3.2 Traffic Control Plans. District shall be solely responsible for ensuring the Encroachment Work is performed at all times (either directly by District or on behalf of District by its contractors or other assignees) in a manner safeguarding and protecting the public health, safety and welfare. Accordingly, District shall be responsible for incorporating such traffic control, traffic detour, and related traffic plans meeting the standards set forth by the latest edition of the California Manual on Uniform Traffic Control Devices ("MUTCD"), the Watch Area Traffic Control Handbook ("WATCH"), and similar standards as are necessary to provide traffic safety for vehicles, bicyclists, pedestrians, and the like, ("Traffic Control Plans"). The District's sole responsibility and liability for protecting the public during all of its Encroachment Work in accordance with District's Traffic Control Plans is a condition precedent to the City's issuance of an Annual Permit. The absence of the City's approval of District's Traffic Control Plans shall in no way relieve District of its sole legal responsibility to provide for and protect the public during its Encroachment Work as provided herein, and as otherwise statutorily required pursuant to California Water Code section 22431.
- 3.3 City Notification of Deficient Traffic Control. Notwithstanding the provisions of Section 3.2 herein, the City reserves the right to provide notice to District at any time City observes that District's Encroachment Work is proceeding with Traffic Control Plans that do not adequately safeguard the public health and safety. Notice shall be provided to District by any means practical and in a manner that gives details as to the location of the Encroachment Work and elements of the Traffic Control Plans that are, in the City's opinion, deficient to safeguarding the public health and safety. District shall promptly evaluate and implement such revisions to its Traffic Control Plan as are reasonably necessary to improve traffic safety related to its Encroachment Work.

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3.4 District Warranty for Trench Repairs and Pavement Restoration. District hereby expressly acknowledges and agrees that pursuant to California Water Code section 22431 that the District shall perform its Encroachment Work within and along the City’s public streets in a manner that will afford security to life and property. Further, District hereby expressly acknowledges and agrees that the District has a statutory obligation to restore the City’s public streets as near as may be to its former state or as not to have impaired its usefulness. District’s statutory obligations herein shall be considered the “District Warranty” subject only to the following two exceptions:

- a) The District Warranty shall not apply to its Encroachment Work to the extent the City issues an encroachment permit to a separate permittee allowing for excavation within the City’s public street at a location parallel to and within six (6) feet (as measured from centerline to centerline) to District’s Encroachment Work. The District Warranty shall apply from the date District completes restoration of the City’s public street up to the date the City’s permittee excavates in proximity to District’s Encroachment Work as set forth herein.
- b) The District Warranty shall not apply to its Encroachment Work to the extent the City issues an encroachment permit to a separate permittee allowing for excavation within the City’s public street at a location perpendicular to and within ten (10) feet (as measured from centerline of crossing encroachment) to District’s Encroachment Work. The District Warranty shall apply from the date District completes restoration of the City’s public street up to the date the City’s permittee excavates in proximity to District’s Encroachment Work as set forth herein.
- c) Upon notification by City that District’s Encroachment Work has resulted in failure of trench backfill or associated pavement restoration, and provided the exceptions as noted in the preceding two paragraphs do not apply, District shall be responsible for performing additional trench repair and pavement restoration to the defective Encroachment Work subject to the BCVWD Paving Restoration and Trench Repair Standard as identified in Attachment 3, (the “Trench Repair Work”). The Trench Repair Work shall be completed within sixty (60) days of City’s notification. District’s failure to promptly perform the Trench Repair Work may be considered a finding of default of District’s obligations herein, and grounds for City’s termination of this Agreement pursuant to the provisions herein.

3.5 BCVWD Paving and Trench Repair Standard. City hereby agrees to permit BCVWD to perform trench repairs in accordance with the BCVWD Modified Restoration & Trench Repair, hereby incorporated herein as Attachment 3, on the condition that the District satisfies the District Warranty pursuant to Section 3.4 herein. District shall ensure that it provides for inspection and materials testing to ensure the District Trench Repair Standard is completed to required standards as follows:

- a) Trench backfill compaction (extending from pipe zone up to the pavement base material (aggregate base material)) meets or exceeds 90% relative compaction;

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- b) Unsuitable backfill material shall be replaced, when necessary, with suitable material and compacted as identified under Item 3.5, a) above.
  - c) Crushed Aggregate Base (pavement base material) shall be utilized pursuant to the latest edition of the “Greenbook” Standard Specifications for Public Works Construction (depth matching existing structural section, or 8” minimum) which meets or exceeds 95% relative compaction;
  - d) Asphalt concrete pavement shall meet Greenbook Standards or as directed by the City Engineer.
- 3.6 Moratorium Streets. District acknowledges and agrees that the provisions of Beaumont Municipal Code Chapter 12.31 are applicable to this Agreement. To the extent that District’s Encroachment Work is necessary within the City’s public streets subject to the provisions of Beaumont Municipal Code Chapter 12.31, with the following modifications:
- a) 12.31.030. - [Information required when requesting moratorium exception.]- Site Specific Annual Encroachment Permit Notification Letter and Encroachment Permit Notification and Supplemental Information Form shall be used by BCVWD to request exceptions. See Template of Notification Letter and Encroachment Permit Notification and Supplemental Information Form included under Attachment 4.
  - b) 12.31.040. - [Street paving/restoration if exception is approved.] –the BCVWD Paving Restoration and Trench Repair (Attachment 3) Standard is permitted as an alternative to the requirements in section 12.31.040.
  - c) 12.31.050. - [Permit and fees.] – BCVWD’s executed annual permit satisfies the requirements of this section subject to the requirements of this Agreement.
- 3.7 City Inspection. The City may, at its sole discretion, perform backfill compaction testing of District’s Encroachment Work to ensure the District Trench Repair Standard requirements are being satisfied by District, and District shall provide City reasonable access to perform such inspections as it deems necessary.
- 3.8 Schedule for Pavement Restoration Work. District shall promptly perform all such required trench backfill and compaction repairs, with suitable temporary asphalt concrete pavement, as is necessary to reopen the public street as soon as practicable following completion of the Encroachment Work. District shall complete removal of temporary asphalt concrete pavement, and construction of permanent pavement structural repairs and asphalt concrete paving pursuant to the BCVWD Paving Restoration and Trench Repair Standard (the “Permanent Repairs”) no later than sixty (60) days following completion of the related Encroachment Work. District’s failure to timely complete the Permanent Repairs may be considered a finding of default of District’s obligations herein, and grounds for City’s termination of this Agreement pursuant to the provisions herein.

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- 3.9 Government Code section 4216 Regional Notification – Dig Alert. District acknowledges and agrees that it is subject to the provisions of California Government Code Section 4216 as the “Operator” of the District Facilities. Accordingly, this Agreement in no way relieves District of its legal obligations pursuant to the provisions commencing with Government Code section 4216 applicable to regional notification of excavations within the City’s public streets.
- 3.10 District Notification of Encroachment Work. District shall provide the City through its Public Works Department prompt notification of its exercise of the Annual Permit with submittal of a Site-Specific Annual Encroachment Permit Notification Letter and Encroachment Permit Notification and Supplemental Information Form (see Attachment 4 for sample letter and form) and to perform Encroachment Work within the City’s public streets. Notification shall be provided to the City weekly and not later than Friday with a complete listing of location(s) and description of the Encroachment Work scheduled for the subsequent week, if any. District shall also provide advance notification (unless an emergency repair is required that provides imminent danger to the public) to the Beaumont Unified School District (“BUSD”) for any Encroachment Work occurring on the City’s public streets within any designated School Zone and within one (1) mile to any school site. District shall schedule Encroachment Work within School Zones or near school sites at times not interfering with student access and typically after school hours or on weekends as may be necessary. In certain circumstances when District’s Encroachment Work within School Zones or near school sites must be performed during school hours, District shall provide written advance notice at least fifteen (15) days prior to commencing with such Encroachment Work to both the City and BUSD.

**Section 4: Payment and Compensation**

- 4.1 In consideration of the City’s issuance of an Annual Permit and monitoring for District’s compliance with the terms and conditions of this Agreement, District shall pay to the City the sum of three thousand six hundred and sixty dollars (\$3,660) due and payable in advance upon the Effective Date of this Agreement, (the “Permit Fee”). The Permit Fee shall cover all fees and costs, including City administration and inspection fees, applicable to the Encroachment Work authorized pursuant to the Annual Permit. The Permit Fee is subject to adjustment annually pursuant to the Consumer Price Index for All Urban Consumers (CPI-U) for the Riverside-San Bernardino-Ontario region, (the “CPI”). The Permit Fee shall be payable with each successive Annual Permit issued by the City (if any).
- 4.2 The City reserves the right to assess District such additional charges to the extent that District’s Encroachment Work has resulted in failure of trench backfill or associated pavement restoration, and Trench Repair Work is deemed necessary by the City in accordance with Section 3.4(c) herein. Additional charges shall be consistent with the City’s schedule of fees for inspection services generally applicable to permittees performing work pursuant to encroachment permits, and shall be payable by District within thirty (30) days notice thereof.

**Section 5: Insurance and Liability**



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- 5.1 Insurance. District hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Encroachment Work authorized under this Agreement pursuant to an Annual Permit issued by the City, and District hereby agrees to comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, District hereby covenants and agrees and to require its Assignees, as defined below to maintain insurance in conformance with the requirements set forth below:
- a) Commercial general liability insurance in an amount of not less than \$2,000,000 per occurrence and \$5,000,000 in the aggregate; District agrees to have its insurer, or to require its agents, contractors, subcontractors employees, representatives, and consultants (the "Assignees") insurer to endorse the general liability coverage required herein to include as additional insured's the City, its officials, employees and agents. District also agrees to require all its contractors and subcontractors to provide the same coverage required hereunder.
  - b) Business Auto Coverage in an amount no less than \$1,000,000 per accident. If District's Assignees' employees will use personal autos in performance of the Encroachment Work hereunder, District shall provide evidence of personal auto liability coverage for each such employee of the Assignees.
  - c) Workers' Compensation coverage for any of District's and Assignees' employees that will be performing Encroachment Work hereunder. District shall ensure its Assignees will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of District or its Assignees under this Agreement. District expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
- 5.2 General Conditions pertaining to Insurance Coverage. District shall ensure that it and its Assignees comply with the following requirements relating to Insurance Coverage:
- a) No liability insurance coverage provided shall prohibit District or its Assignees from waiving the right of subrogation prior to a loss. District and its Assignees waives all rights of subrogation against City regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.
  - b) Prior to commencing any Encroachment Work under this Agreement, District shall furnish City with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.
  - c) All required policies shall be issued by a highly rated insurer with a minimum A.M. Best

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rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to City.

- d) Self-insurance does not comply with these insurance specifications. District acknowledges and agrees that that all insurance coverage required to be provided by District and its Assignees, shall apply first and on a primary, non- contributing basis in relation to any other insurance, indemnity or self-insurance available to City.
- e) All coverage types and limits required are subject to approval, modification and additional requirements by City, as the need arises. District nor its Assignees shall not make any reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
- f) District agrees to provide immediate notice to City of any claim or loss against District or its Assignees arising out of the Encroachment Work performed under this Agreement. City assumes no obligation or liability by such notice but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

**Section 6: Indemnification**

- 6.1 District and City agree that City, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to District's Encroachment Work whether self-performed by the District or through any Assignee. Accordingly, the provisions of this indemnity are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City. District acknowledges that City would not enter into this Agreement in the absence of the commitment of District and its Assignees to indemnify and protect City as set forth herein.
- 6.2 To the fullest extent permitted by law, District shall defend, indemnify and hold harmless City, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by City, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to District's Encroachment Work whether self-performed by the District or through any Assignee. District's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which District (and/or District's Assignees and/or employees) is alleged to be an employee of City. All obligations under this provision are to be paid by District as they are incurred by City.

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6.3 Without affecting the rights of City under any provision of this Agreement or this Section 6, District shall not be required to indemnify and hold harmless City as set forth above for liability attributable solely to the fault of City, provided such fault is determined by agreement between the Parties or the findings of a court of competent jurisdiction.

**Section 7: Termination**

7.1 Either Party may terminate this Agreement, with or without cause, at any time by giving ten (10) days written notice to the other Party.

**Section 8: Miscellaneous Provisions**

8.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiation, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors or assigns.

8.2 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

8.3 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successor and assignees.

8.4 Third Party Beneficiary. Except as may be expressly provided for herein, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

8.5 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post office if by mail; (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed

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as follows:

City of Beaumont  
560 E. Sixth Street  
Beaumont, CA 92223  
Attn: City Manager

Beaumont-Cherry Valley Water District  
560 Magnolia Avenue  
Beaumont, CA 92223  
Attn: General Manager

8.6 Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he or she is executing this Agreement is duly authorized and existing, (ii) he or she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he or she is signing, (iii) by so executing this Agreement, the Party for which he or she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he or she is signing is bound.

**IN WITNESS WHEREOF**, the Parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

**CITY:**

City of Beaumont, a municipal corporation  
and general law city of the State of California

**DISTRICT:**

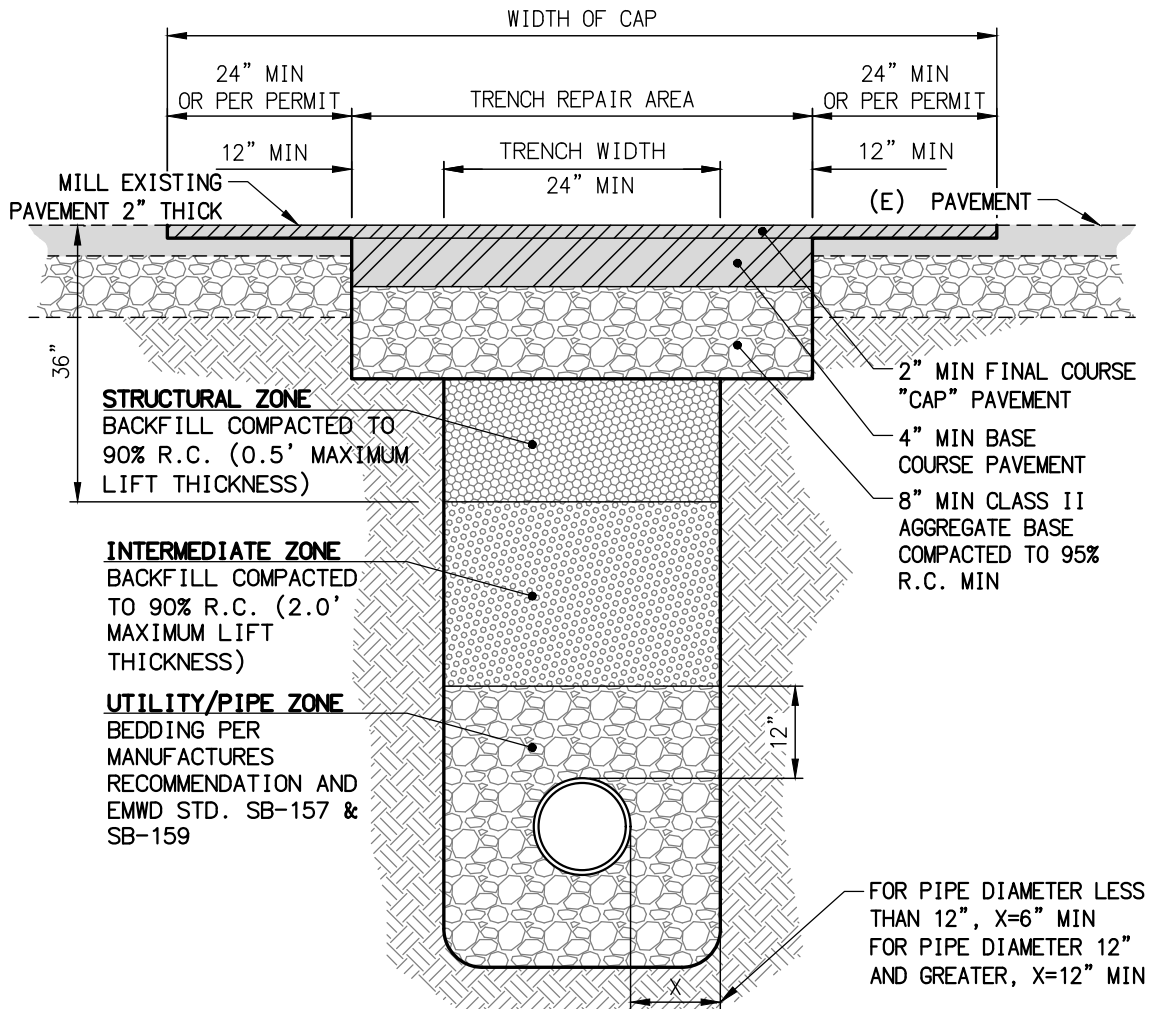
Beaumont Cherry Valley Water District, a  
public agency organized and existing  
pursuant to Division 11 (commencing with  
Section 20500) of the California Water Code

By: \_\_\_\_\_

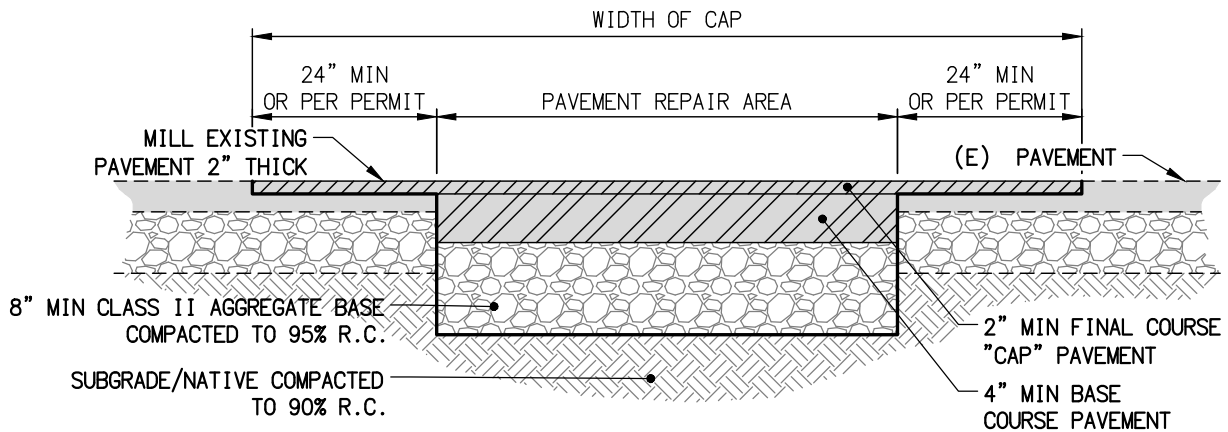
By: \_\_\_\_\_

## **ATTACHMENT 1**

Paving Restoration & Trench Repair Standard  
August 2021  
Follows this page.



## TRENCH AND PAVEMENT RESTORATION



## PAVEMENT RESTORATION

Attachment 1

REFER TO SHEET 2 FOR NOTES AND ADDITIONAL REQUIREMENTS



**Public Works Department**

550 E. 6th Street  
Beaumont, CA 92223  
(951) 769-8522  
www.beaumontca.gov

**PAVING RESTORATION  
AND TRENCH REPAIR**

APPROVED BY:

*Jeff Hart*  
JEFF HART, P.E., CITY ENGINEER

08/11/2021

DATE

SHEET

1

OF 2 SHEETS

**GENERAL**

1. ALL TRENCHING, EXCAVATION, POTHOLING, AND BACKFILLING OPERATIONS SHALL FOLLOW THE CITY OF BEAUMONT STANDARDS AND/OR PER THE DIRECTIONS OF THE PUBLIC WORKS INSPECTOR.
2. ALL IMPROVEMENTS SHALL BE INSPECTED BY THE PUBLIC WORKS INSPECTOR. ANY DEFICIENT WORK IDENTIFIED BY THE PUBLIC WORKS INSPECTOR SHALL BE CORRECTED BY THE CONTRACTOR AT CONTRACTOR'S OWN EXPENSE PRIOR TO BEING ACCEPTED.
3. A COMPACTION REPORT SHALL BE REQUIRED FOR THE TRENCH RESTORATION OR THE PUBLIC WORKS INSPECTOR CAN PERFORM A COMPACTION TEST TO BE BILLED HOURLY, AT THE STANDARD INSPECTION RATE.
4. NO WORK IS PERMITTED WITHIN STREETS THAT HAVE RECENTLY BEEN CONSTRUCTED, RECONSTRUCTED, RESURFACED, OR SLURRIED PER THE STREET CUT MORATORIUM.
5. WHERE AN EXCEPTION IS GRANTED BY THE DIRECTOR OF PUBLIC WORKS, THE PAVEMENT CAP AREA SHALL EXTEND, IN WIDTH, FROM GUTTER LIP TO CENTERLINE AND SHALL EXTEND, IN LENGTH, A MINIMUM OF 25' LONG IN BOTH DIRECTIONS AS MEASURED FROM THE EDGE OF THE EXCAVATION.

**SUBGRADE AND NATIVE**

6. SUBGRADE AND NATIVE SHALL BE REMOVED AS NECESSARY AND STOCKPILED. IF SOFT, SPONGY, OR OTHER UNSUITABLE MATERIAL IS ENCOUNTERED, THE UNSUITABLE MATERIAL SHALL BE REMOVED AND REPLACE WITH CLASS II AGGREGATE BASE. ALTERNATIVELY, THE CONTRACTOR MAY DISCARD THE SUBGRADE AND NATIVE AND BACKFILL WITH PIPE BEDDING OR CLASS II AGGREGATE BASE.
7. SUBGRADE AND NATIVE SHALL BE COMPACTED TO A RELATIVE COMPACTION PER THE ZONE SHOWN ON SHEET 1.

**AGGREGATE BASE**

8. EXISTING BASE SHALL BE REMOVED TO SUBGRADE AND DISCARDED.
9. CLASS II AGGREGATE BASE SHALL BE PLACED TO A MINIMUM DEPTH AS SHOWN ON SHEET 1 OR MATCH EXISTING, WHATEVER IS GREATER. COMPACTION OF BASE SHALL BE A MINIMUM OF 95% RELATIVE COMPACTION.
10. AGGREGATE MATERIAL SHALL BE PER CURRENT GREEN BOOK STANDARD, AGGREGATE SHALL BE PLACED BE PER CURRENT GREEN BOOK STANDARD


**AC PAVING**

11. EXISTING AC SHALL BE SAWCUT AND REMOVED TO THE TRENCH REPAIR AREA BOUNDARY.
12. THE PAVEMENT CAP LENGTH AND WIDTH SHALL BE PER THE REQUIREMENTS OF THE PERMIT OR AS DIRECTED BY THE CITY ENGINEER.
13. PRIOR TO PLACEMENT OF PERMANENT PAVING, EXISTING PAVEMENT SHALL BE CUT TO A NEAT STRAIGHT EDGE. CRACKED PAVEMENT ADJACENT TO THE TRENCH SHALL BE REMOVED.
14. A PRIME COAT SHALL BE APPLIED TO THE BASE PER CURRENT GREENBOOK STANDARDS.
15. ASPHALT RESTORATION BASE COURSE SHALL CONSIST OF A MINIMUM OF 4" THICK OF C2-PG 64-10-R0 HOT MIX ASPHALT (NO RAP) PER GREENBOOK SPECS OR MATCH EXISTING THICKNESS, WHATEVER IS GREATER. THE BASE COURSE MAY BE INCREASED TO ACT AS A TEMPORARY PATCH; HOWEVER, WHEN THE SURFACE IS MILLED THE MINIMUM REMAINING BASE COURSE SHALL BE NO LESS THAN THE REQUIRED 4".
16. A TACK COAT SHALL BE APPLIED TO EXISTING ASPHALT SURFACES AND BASE COARSE SURFACE PRIOR TO FINAL COURSE PER CURRENT GREENBOOK STANDARDS.
17. EXISTING AC AND TRENCH REPAIR AREA SHALL BE MILLED A MINIMUM OF 2" TO THE PAVEMENT CAP LIMITS AS DEFINED ABOVE.
18. ASPHALT RESTORATION FINAL (CAP) COURSE SHALL CONSIST OF A MINIMUM OF 2" THICK OF C2-PG 64-10-R0 HOT MIX ASPHALT (NO RAP) PER CURRENT GREENBOOK STANDARDS OR AS DIRECTED BY THE CITY ENGINEER
19. ASPHALT RESTORATION FINAL (CAP) COURSE SHALL HAVE A FINAL PROFILE CONSISTENT WITH THE EXISTING PROFILE. NO LIPS, BUMPS OR DEPRESSIONS WILL BE ACCEPTED.
20. A TYPE II SLURRY SEAL SHALL BE PLACED ALONG THE ENTIRE FRONTAGE OF THE PROPERTY(S) WHERE THE REPAIR OCCURRED, FROM EDGE OF PAVEMENT TO CENTERLINE PER GREENBOOK SPECS.

**STRIPING**

21. CONTRACTOR SHALL RESTORE ALL REMOVED AND DAMAGED STRIPING TO THE PRE-CONSTRUCTION CONDITION OR PER CURRENT MUTCD / CALTRANS REQUIREMENTS.
22. ALL STREET STRIPING SHALL BE OF THERMOPLASTIC MATERIAL.

Attachment 1

 <p><b>Public Works Department</b> 550 E. 6th Street Beaumont, CA 92223 (951) 769-8522 www.beaumontca.gov</p>	<p><b>PAVING RESTORATION AND TRENCH REPAIR</b></p>	<p>SHEET</p> <p style="font-size: 2em;">2</p> <p>OF 2 SHEETS</p>
	<p>APPROVED BY: <i>Jeff Hart</i></p> <p>JEFF HART, P.E., CITY ENGINEER</p>	<p>08/11/2021</p> <p>DATE</p>

## **ATTACHMENT 2**

BCVWD Resolution 2024-XX  
Follows this page.



## RESOLUTION 2024-\_\_

### A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BEAUMONT-CHERRY VALLEY WATER DISTRICT ESTABLISHING THE DISTRICT'S RESPONSIBILITY FOR REPAIR OF SOIL SUBSIDENCE OVER DISTRICT-OWNED FACILITIES WHERE THE DISTRICT HAS FULL CONTROL OVER CONSTRUCTION STANDARDS AND COMPACTION

**WHEREAS**, the Beaumont-Cherry Valley Water District ("District") is committed to maintaining the integrity and reliability of its water distribution infrastructure, which includes pipelines, reservoirs, and other facilities (collectively referred to as "District facilities"); and

**WHEREAS**, soil subsidence, defined as the gradual sinking or settlement of the ground's surface, can adversely affect the District Facilities, potentially leading to infrastructure damage, safety hazards, and service disruptions; and

**WHEREAS**, the responsibility for correcting trench subsidence over water lines, reclaimed water lines, and other facilities owned and operated by the District is an issue of concern 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 facilities zone, even though the District controlled 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

**WHEREAS**, it is in the best interest of the District and its ratepayers to establish clear guidelines for addressing and repairing soil subsidence over or near District facilities to ensure public safety and the continued reliable operation of its water distribution system and to help alleviate disputes with local agencies and developers; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Beaumont-Cherry Valley Water District as follows:

1. District Responsibility:

- a. The District shall be responsible for the investigation, assessment, and repair of any soil subsidence that occurs directly over or in close proximity to District-owned facilities, where such subsidence may affect the integrity, safety, or operation of those facilities.
- b. 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.
- c. 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 who are not subject to District inspection and construction requirements.

- d. 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.
  - e. 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.
2. Financial Responsibility:
    - a. The District may seek to recover costs associated with subsidence repairs from responsible parties where the subsidence is determined to be caused by external factors, such as third-party activities or natural phenomena beyond the District's control.
    - b. 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.
  3. Repair Protocol: Upon identification of soil subsidence over or near District facilities, the District shall:
    - a. Conduct an immediate investigation to assess the extent of the subsidence and its potential impact on the facilities
    - b. Develop and implement a repair plan that addresses the subsidence and ensures the long-term stability and safety of the affected area
    - c. Monitor the repaired area as necessary to ensure that the subsidence issue has been adequately resolved and does not recur
  4. Coordination with Other Agencies: The District shall coordinate with local, state, and federal agencies as needed when subsidence may affect public safety, adjacent properties, or infrastructure not owned by the District.
  5. Public Communication: The District shall keep affected customers and the general public informed about the nature and status of subsidence repair activities, ensuring transparency and addressing any concerns that may arise.
  6. Insurance and Liability: The District shall maintain adequate and appropriate insurance coverage to address any potential liabilities arising from subsidence repairs, including coverage for any third-party claims.
  7. Severability: If any provision of this Resolution is held invalid, the remainder of this Resolution shall remain in full force and effect.

8. Supersession: To the extent that the terms and provisions of this Resolution may be inconsistent or in conflict with the terms and conditions of any prior resolution, the terms of this Resolution shall prevail, and such prior resolutions are hereby superseded.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

ATTEST:

***DRAFT UNTIL APPROVED***

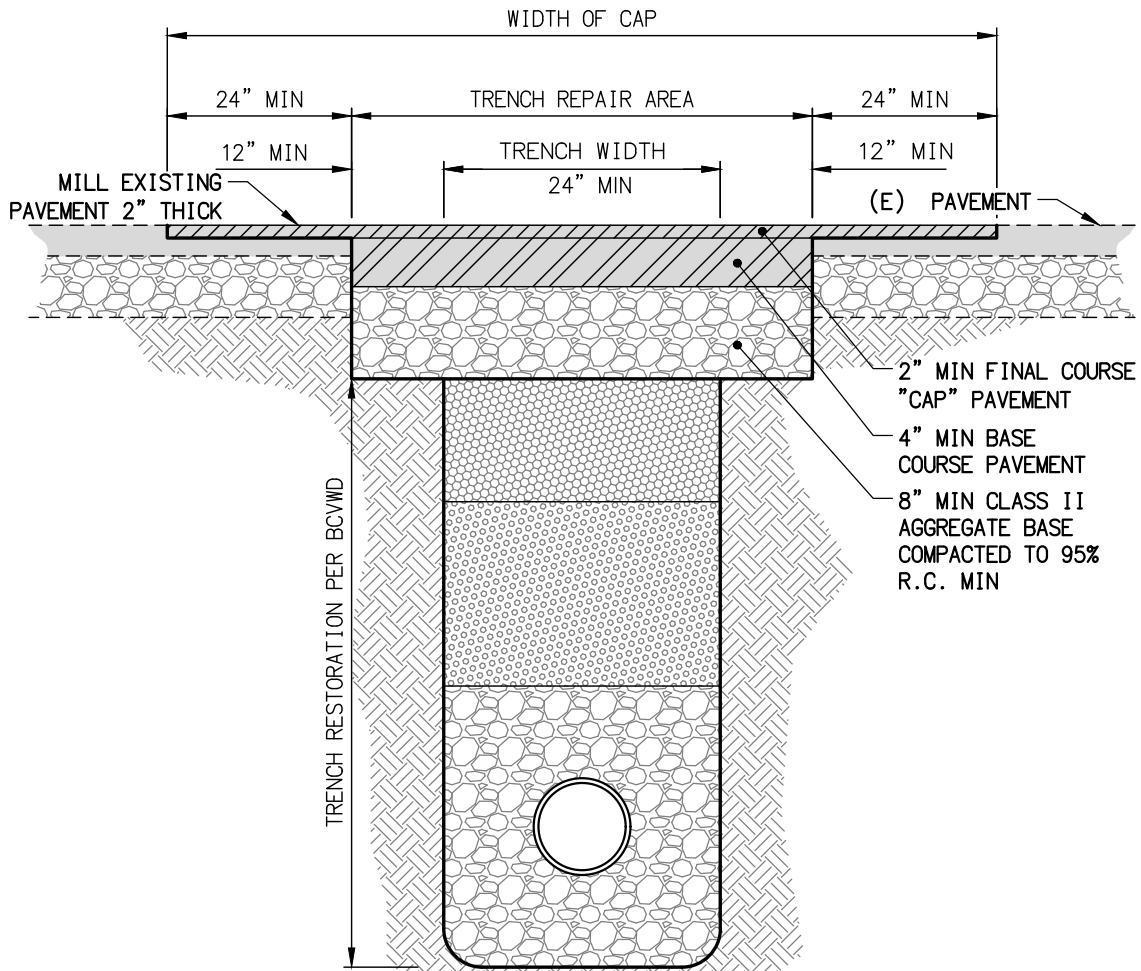
***DRAFT UNTIL APPROVED***

\_\_\_\_\_  
Director John Covington, President of the  
Board of Directors of the  
Beaumont-Cherry Valley Water District

\_\_\_\_\_  
Director Lona Williams, Secretary to the  
Board of Directors of the  
Beaumont-Cherry Valley Water District

## **ATTACHMENT 3**

BCVWD Modified Pavement Restoration and Trench Repair  
Follows this page.



## TRENCH AND PAVEMENT RESTORATION

Attachment 3 -  
BCVWD  
Modified Pavement Restoration and Trench  
Repair Standard

REFER TO SHEET 2 FOR NOTES AND ADDITIONAL REQUIREMENTS



**Public Works Department**

550 E. 6th Street  
Beaumont, CA 92223  
(951) 769-8522  
www.beaumontca.gov

BCVWD  
PAVING RESTORATION

APPROVED BY:

ROBERT VESTAL, P.E., CITY ENGINEER

08/22/2024

DATE

SHEET

1

OF 2 SHEETS

**GENERAL**

1. ALL TRENCHING, EXCAVATION, POTHOLING, AND BACKFILLING OPERATIONS SHALL BE THE RESPONSIBILITY OF BCVWD.
2. ALL IMPROVEMENTS SHALL BE INSPECTED BY BCVWD INSPECTORS. ANY DEFICIENT WORK IDENTIFIED BY THE CITY OF BEAUMONT SHALL BE CORRECTED BY BCVWD AT BCVWD'S OWN EXPENSE PRIOR TO BEING ACCEPTED.

**SUBGRADE AND NATIVE**

3. SUBGRADE AND NATIVE SHALL BE PER BCVWD'S STANDARDS

**AGGREGATE BASE**

4. EXISTING BASE SHALL BE REMOVED TO SUBGRADE AND DISCARDED.
5. CLASS II AGGREGATE BASE SHALL BE PLACED TO A MINIMUM COMPACTED THICKNESS OF EIGHT INCHES (8"), OR PER EXISTING SECTION, OR PER CITY APPROVED GEOTECHNICAL RECOMMENDATION; WHATEVER IS GREATER.
6. BASE SHALL BE A MINIMUM OF 95% RELATIVE COMPACTION.
7. AGGREGATE MATERIAL SHALL BE PER CURRENT GREEN BOOK STANDARD, AGGREGATE SHALL BE PLACED BE PER CURRENT GREEN BOOK STANDARD

**AC PAVING**

8. EXISTING AC SHALL BE SAWCUT AND REMOVED TO THE TRENCH REPAIR AREA BOUNDARY.
9. PRIOR TO PLACEMENT OF PERMANENT PAVING, EXISTING PAVEMENT SHALL BE CUT TO A NEAT STRAIGHT EDGE. DAMAGED PAVEMENT, AS A RESULT OF PERMIT WORK, SHALL BE REMOVED AND REPLACED IN ACCORDANCE WITH THE SAME STANDARDS AND THICKNESS USED FOR THE TRENCH REPAIR AREA.
10. A PRIME COAT SHALL BE APPLIED TO THE BASE PER CURRENT GREENBOOK STANDARDS.
11. ASPHALT RESTORATION BASE COURSE SHALL CONSIST OF C2-PG 70-10-R0 HOT MIX ASPHALT (NO RAP) PER GREENBROOK SPECS MINIMUM COMPACTED THICKNESS OF FOUR INCHES (4"), OR PER EXISTING SECTION, OR PER CITY APPROVED GEOTECHNICAL RECOMMENDATION; WHATEVER IS GREATER.
12. THE BASE COURSE MAY BE INCREASED TO ACT AS A TEMPORARY PATCH; HOWEVER, WHEN THE SURFACE IS MILLED THE MINIMUM REMAINING BASE COUSRE SHALL BE NO LESS THAN THE REQUIRED 4".
13. A TACK COAT SHALL BE APPLIED TO EXISTING ASPHALT SURFACES AND BASE COARSE SURFACE PRIOR TO FINAL COURSE PER CURRENT GREENBOOK STANDARDS.
14. EXISTING AC AND TRENCH REPAIR AREA SHALL BE MILLED A MINIMUM OF 2" TO THE PAVEMENT CAP LIMITS AS DEFINED ABOVE.
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16. ASPHALT RESTORATION FINAL (CAP) COURSE SHALL HAVE A FINAL PROFILE CONSISTENT WITH THE EXISTING PROFILE. NO LIPS, BUMPS OR DEPRESSIONS WILL BE ACCEPTED.

**STRIPING**

17. BCVWD SHALL RESTORE ALL REMOVED AND DAMAGED STRIPING TO THE PRE-CONSTRUCTION CONDITION OR PER CURRENT MUTCD / CALTRANS REQUIREMENTS.
18. ALL STREET STRIPING SHALL BE OF THERMOPLASTIC MATERIAL.



**Public Works Department**  
550 E. 6th Street  
Beaumont, CA 92223  
(951) 769-8522  
www.beaumontca.gov

**PAVING RESTORATION  
AND TRENCH REPAIR**

APPROVED BY:  08/22/2024  
ROBERT VESTAL, P.E., CITY ENGINEER DATE

SHEET

2

OF 2 SHEETS

## **ATTACHMENT 4**

BCVWD Site Specific Annual Encroachment Permit Notification  
Letter and Encroachment Permit Notification and  
Supplemental Information Form  
Follows this page.



# Beaumont-Cherry Valley Water District

Phone: (951) 845-9581 Fax: (951) 845-0159

[Email: info@bcvwd.org](mailto:info@bcvwd.org)

<http://www.bcvwd.org>

**Month Date, 2024**

Robert Vestal  
Public Works Director  
City of Beaumont  
550 E. 6<sup>th</sup> St.  
Beaumont, CA 92223

**Re: Annual Encroachment Permit Notification Letter**

**Address**

BCVWD Annual Encroachment Permit Tracking No.: **(Number) 24-00X**

Dear Mr. Vestal:

The Beaumont Cherry Valley Water District is providing this notification in accordance with requirements set forth in the City's Annual Encroachment Permit procedures.

**This notification is to identify that the District is performing either a maintenance activity or is experiencing a leak at this location and needs to perform this maintenance work or repair this leak.**

Sincerely,

Mark Swanson or James Bean  
Director of Engineering / Director of Operations  
BEAUMONT-CHERRY VALLEY WATER DISTRICT

Attachments:

- 1. Photos of leak activity**
- 2. Encroachment Permit Application**

Attachment 4

## Board of Directors

David Hoffman  
Division 5

John Covington  
Division 4

Daniel Slawson  
Division 3

Lona Williams  
Division 2

Andy Ramirez  
Division 1





Beaumont -Cherry Valley Water District  
**City of Beaumont Annual  
Encroachment Permit Notification  
and Supplemental Information**

EP No. Blanket 24-001

Moratorium Area Excavation  
 Yes  No

**A Leak Information**

**A.1. Location**

Nearest Address \_\_\_\_\_

Nearest Cross Street \_\_\_\_\_

**A. 2. Date**

Date Leak First Reported \_\_\_\_\_

Reported by:  Customer  Employee

**A.3. Excavation**

Excavation within Street required:  Yes  No

**A.3.1. Estimated Excavation/Pavement Cut**

**A.3.1.1 Cut Width (Transverse to Pipe)**

2 FT  3 FT  4 Ft  5 FT  
 6 Ft  7 FT  8 FT  Other \_\_\_\_\_

**A.3.1.2 Cut Length (Longitudinal to Pipe)**

2 FT  3 FT  4 Ft  5 FT  
 6 Ft  7 FT  8 FT  Other \_\_\_\_\_

**A.4. Anticipated Backfill within Excavated Area**

Sand within Pipe Zone (to 12" Above Existing Pipeline)  
 Class II Aggregate Base Between Top of Pipe Zone and Bottom of A.C. Pavement

**A.5. Anticipated Concrete Restoration Required**

Yes  No  
If Yes:  560-C-3250 Concrete  Other Concrete \_\_\_\_\_

**B. Location Description**

**B.1**  Mid-Block  Cul de Sac  Corner  Other: \_\_\_\_\_

**B.2. Apparent Physical Leak Location:**

Under Street  Under Curb & Gutter  Under Sidewalk  
 Behind Sidewalk/Curb  Other \_\_\_\_\_

**B.3. Attachment 1 Photos and Proposed Repair Attached**

Yes     No

**C. Pavement Condition/Status**

**C.1.**     Old Pavement

**C.2.**     Street Construction or Reconstruction (within last 5 years)       Street Grind & Overlay (within last 5 years)       Slurry Street Seal (within 3 years)

**C.3.**     Other: \_\_\_\_\_

**D. Description of Anticipated Work**

**D.1. Water Main Repair**

Leak on Water Main       Existing Valve Replacement/Maintenance  
 Connection to Existing Water Main       Other: \_\_\_\_\_

Comments/Notes:

**D.2. Water Main Lateral Repair**

Fire Hydrant Lateral       New Water Service Installation       Sample Site Lateral  
 Fire Service Lateral       Air Valve Lateral  
 Existing Water Service Leak       Blow Off Lateral       Other: \_\_\_\_\_

**D.2.1. Complete Retrofit required Necessitating Street Excavation and Complete Service Replacement**

Yes       No  
 Polyethylene Water Service  
 Galvanized Water Service  
 Copper Water Service

Comments/Notes:

**E. Moratorium Pavement Cut**

Does Proposed Encroachment fall within City of Beaumont Streets Covered by City Street Cut Moratorium (Ord. 12.31.01)?

Yes       No

**F. Reason for Work**

F-1 Emergency Work	F-2 Mandated Work	F-3 Building Service
<input type="checkbox"/> Endanger Life	<input type="checkbox"/> Work Mandated: City	<input type="checkbox"/> Service to Building/Property with no other access
<input type="checkbox"/> Endanger Public Health	<input type="checkbox"/> Work Mandated: State	<input type="checkbox"/> Other _____
<input type="checkbox"/> Endanger Public Safety	<input type="checkbox"/> Work Mandated: Federal	

EP No. \_\_\_\_\_

Provide reason for if for Emergency Work (describe dangers) e.g. School Area done without Notification:

Notes:

\_\_\_\_\_  
BCVWD EMPLOYEE SIGNATURE

\_\_\_\_\_  
DATE

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**FIELD SUPERINTENDENT REVIEW**

APPROVED

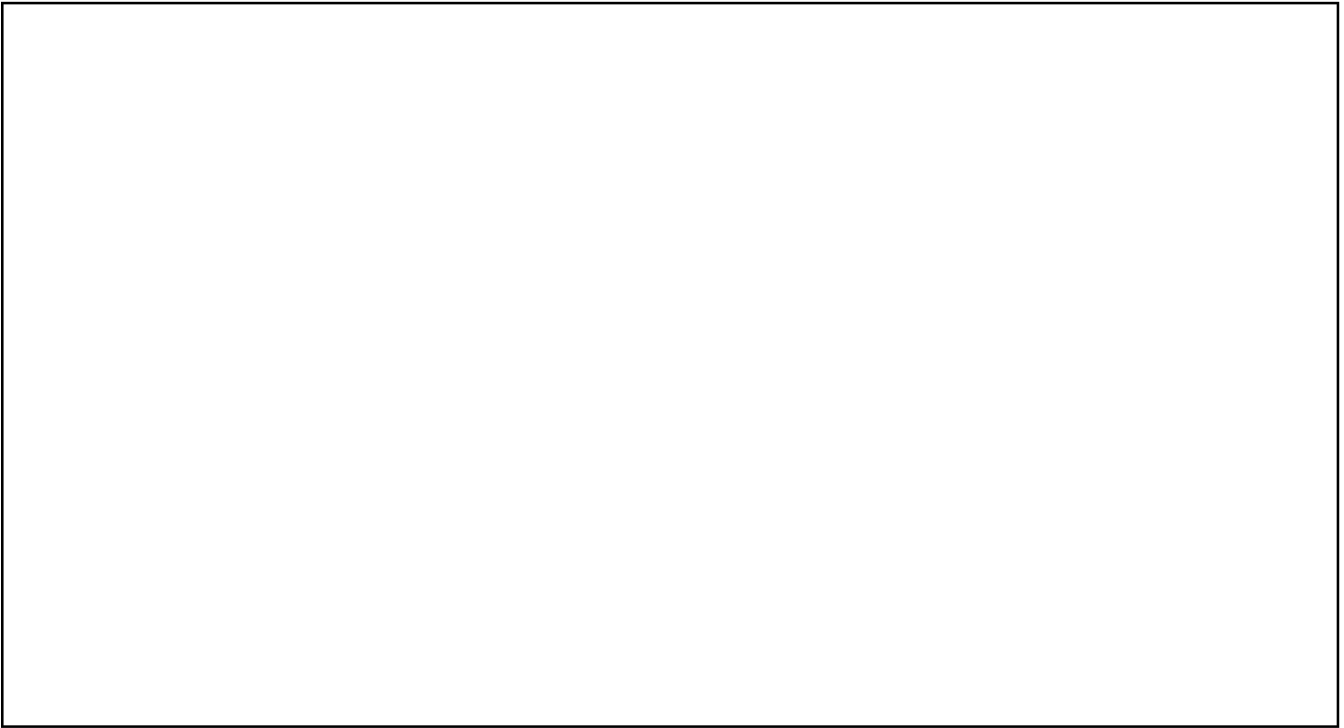
REJECTED

Comments:

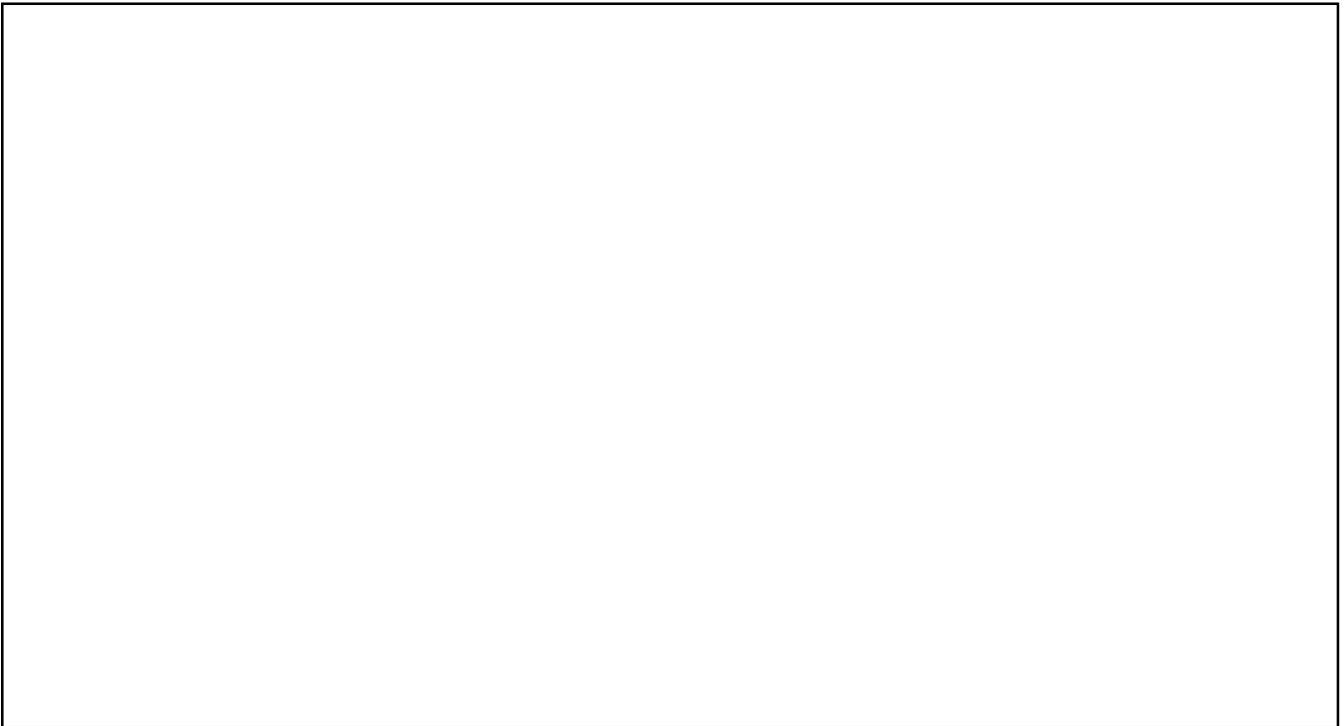
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FIELD SUPERINTENDENT SIGNATURE

\_\_\_\_\_  
DATE

# Attachment 1



Comments:



Comments: