NON-POTABLE WATER FACILITIES CONSTRUCTION AGREEMENT FOR

Assessor's Parcel Number 414-120-031 (Mesa Lift Station Upgrade)

Between

Beaumont-Cherry Valley Water District A public agency

And

City of Beaumont A public agency

This Non-Potable Water Facilities Construction Agreement ("Agreement") is					
entered into as of	by and between the Beaumont-Cherry Valley Water				
District, a public agency, ("BCVWD")	and City of Beaumont, a public agency ("City") for the				
Mesa Lift Station Upgrade (Project).	City and BCVWD are referred to in this Agreement				
collectively as "Parties" and individuall	ly as a "Party."				

RECITALS

- 1. City owns certain real property ("Property") in the County of Riverside, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.
- 2. Certain facilities must be designed, constructed, installed, and then transferred/conveyed to BCVWD in order to provide water service to the Property ("Water Facilities"). City shall design, construct, and install the Water Facilities at its sole cost and expense.
- 3. This Agreement is intended to provide the terms and conditions upon which City shall construct and install the Water Facilities and pay certain fees necessary for constructing and installing the Water Facilities and to initiate delivery and receipt of service to the Property. The provisions of this Agreement shall be in addition to, and shall not supersede other requirements contained in BCVWD's adopted ordinances, rules and regulations, in order to initiate the provision of water and recycled water service to the Property.

NOW, THEREFORE, in consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

1. Water Service.

A. Construction and Installation of Water Facilities

- 1) Schedule. City shall be responsible to complete construction, installation, testing and disinfection of the Water Facilities within one (1) year of the Effective Date. The Water Facilities are more particularly described in the plans and specifications ("Plans") attached or referred to in Exhibit "B" hereto and incorporated herein by reference. For purposes of this Agreement, the date set forth in the preamble is the effective date ("Effective Date").
- 2) BCVWD Standards. City shall construct the Water Facilities in compliance with the Plans, including any phasing design, and in accordance with BCVWD's "Standards for the Furnishing of Materials and the Construction of Water Facilities and Preparation of Water System Plans," as they may be amended from time to time, which are available at BCVWD's office and are incorporated herein by reference. All Water Facilities shall be constructed by a contractor possessing a Class A, general engineering contractor's license, or a Class C 34, pipeline contractor's license, valid in the State of California, and shall be experienced in water utilities construction.
- 3) Completion Guarantee. The total amount of the construction costs as estimated by City's engineer for the Water Facilities shown on the Plans, equal **SIXTY-**

EIGHT THOUSAND SEVEN HUNDRED SEVENTY-FIVE DOLLARS AND 00/100 (\$68,775.00). City shall provide BCVWD separate payment and performance bonds, all subject to approval by BCVWD, in the amount of ONE HUNDRED THREE THOUSAND ONE HUNDRED SIXTY-TWO DOLLARS AND 50/100 (\$103,162.50) (120% of Engineers Estimate and 25% contingency) to guarantee completion of the Water Facilities within one (1) year from the Effective Date of this Agreement. The bonds shall be that of a responsible surety company, licensed to do business in California and shall remain in effect until the entire cost of the Water Facilities has been paid in full. Such bonds will name BCVWD as obligee and will be issued by insurance or surety companies reasonably approved by BCVWD. The bonds shall state the following:

- a) That they are conditioned to secure the completion of the Non-Potable Water Facilities, free from all liens and claims of contractors, subcontractors, mechanics, laborers, and materialmen;
- b) That the construction work shall be completed by the contractor or on the contractor's default, the surety; and
- c) That the surety will defend and indemnify BCVWD against all loss, cost, damage, expense and liability arising out of or connected with the completion of the Non-Potable Water Facilities.
- Workmanship Guarantee. City warrants and represents to BCVWD that the Non-Potable Water Facilities shall be free from construction defects and shall correct or cause to be corrected any such defects within one year of acceptance of operation of the Non-Potable Water Facilities by BCVWD. City shall provide a one (1) year bond following the acceptance for operation by the BCVWD of the Non-Potable Water Facilities, acceptable in form and substance to BCVWD in accordance with Section 6 of the BCVWD's Standards for the Furnishing of Materials and Construction of Water and Recycled Water Facilities and Preparation of Water System Plans, for such defects in materials and workmanship, which appear within said period. Such defects shall be repaired, replaced or corrected by City and/or the surety at no cost to BCVWD. City and/or surety shall commence such repair, replacement or correction of any such defects within forty-eight (48) hours after written notice thereof by BCVWD to City and shall complete such repairs, replacement or correction as soon as practicable. Notwithstanding the above-provided forty-eight (48) hour period, BCVWD shall have the unqualified right to immediately make any emergency repairs necessary as determined by BCVWD in its sole and absolute discretion, to eliminate any threat to the public's health, safety and welfare, at City's sole cost and expense, and City shall complete such repairs, replacement or correction as soon as practicable thereafter. Should BCVWD exercise its right to make emergency repairs, City shall reimburse BCVWD for its cost and expense.
- 5) Award of Contracts. City shall be solely responsible for securing appropriate contracts for construction and installation of the Non-Potable Water Facilities in compliance with all applicable federal, state, and local laws. City's contractor shall secure all necessary permits, including without limitation, construction and encroachment permits required by federal, state and local agencies having jurisdiction over the Project.

- a) City shall directly pay all costs associated with the construction of the Non-Potable Water Facilities, including but not limited to, furnishing of labor and materials and City shall keep the BCVWD free and harmless from such costs.
- b) City shall, at its sole cost and expense, be responsible for compliance with all environmental laws and conditions imposed by the California Regional Water Quality Control Board, arising out of or in connection with the planning, design, construction and installation of the Non-Potable Water Facilities and for compliance with all conditions and mitigation measures which must be satisfied for the purposes of the planning, design, construction and installation of Non-Potable Water Facilities. The term "environmental laws" shall include, without limitation, the California Environmental Quality Act (CEQA) and all other applicable state and federal environmental laws.
- 6) Inspection and Transfer of Project. Without modifying or limiting City's obligations under this Agreement, BCVWD shall have the right, but not the obligation, to monitor the installation, testing, and disinfection of the Emergency Potable Water Service Connection Facilities. BCVWD shall have access to the Property to conduct any tests or inspections provided BCVWD limits its presence on the Property to an area reasonably required to perform any such test or inspection and allows a City representative to be present during any such test or inspection. City shall correct any deficiencies in the Non-Potable Water Facilities at its sole cost and expense. Upon completion of the construction and installation of the Non-Potable Water Facilities to the satisfaction of BCVWD, the City shall notify BCVWD of such completion, in writing, and shall prepare and execute a Notice of Completion as to the Non-Potable Water Facilities, record said notice with the Office of Recorder of the County of Riverside, State of California and cause its contractor(s) and all subcontractors and materialmen to provide lien and material releases to BCVWD. Upon acceptance, the Non-Potable Water Facilities shall be presented to BCVWD for dedication and acceptance for operation. Acceptance for operation shall not be considered as a determination by BCVWD that the Non-Potable Water Facilities were constructed in accordance with approved plans, specifications and contract documents, or that they operate satisfactorily, or that all other requirements of this Agreement have been satisfied. After one year from acceptance for operation, City shall convey all of its right, title and interest in said Non-Potable Water Facilities to BCVWD, and cooperate in the conveyance of all easements necessary to access, maintain, repair, or replace those facilities. In connection with such conveyance, City shall assign to BCVWD all of its rights and remedies associated with the Project, including warranties. Any defect of the Non-Potable Water Facilities prior to the dedication of the system to BCVWD shall be corrected by City. The form of title of the dedication shall be determined by BCVWD. BCVWD shall not be responsible for any accident, loss, or damage to said Non-Potable Water Facilities prior to acceptance for operation by BCVWD.
- B. <u>Deposits</u>. City shall provide, or shall have provided, a deposit ("Deposit") to BCVWD as requested in the amount of **THREE THOUSAND FIVE HUNDRED DOLLARS AND 00/100 (\$3,500.00)** the amount reasonably estimated for all costs and expenses of BCVWD arising out of or in connection with the review of plans and specifications, engineering, surveys, field note and grade sheets, inspections of the work, Project Record drawing and GIS data review and any matter related to or arising out of the same in compliance with BCVWD policies, rules and regulations for water service. City hereby authorizes BCVWD

to apply or retain all or any part of the Deposit to offset its costs and expenses related to the foregoing duties. BCVWD shall not be required to keep the Deposit separate from its general funds, and City shall not be entitled to interest on the Deposit. If there are any funds left in the Deposit after the completion or acceptance of all of the work, such excess shall be returned to City within thirty (30) days following completion of the work. If further funds are necessary, City shall, within thirty (30) days after written demand thereafter, deposit cash with BCVWD in an amount which BCVWD considers sufficient to pay for the costs and expenses to be included herein.

- C. Payment of Water Facilities Fees and GIS Deposits. The applicable water facilities fees for the Project "Water Facilities Fees Deposits" shall be based upon ONE AND **ZERO-TENTHS** (1.0) equivalent dwelling units for non-potable water, which is the total number of EDUs for the Project calculated with reference to the applicable documentation for the Project. The Applicable non-potable water Geographic Information Systems (GIS) fees for the Project "Geographic Information Systems (GIS) Deposits" are based upon ONE (1) design plan sheet for the non-potable water component of the Project. On or before the Effective Date of this Agreement, City shall pay to BCVWD the Non-Potable Water Facilities Fees and GIS deposits set forth on the Exhibit "C" attached hereto and incorporated herein, as may be amended from time to time. The Water Facilities Fees and GIS deposits shall be based on the fees in effect at the date of execution of this Agreement. The intent of the GIS deposit is to provide funding for incorporating new facilities into the District's GIS System with District and/or District Consultant work activities. The District reserves the right to adjust the Facilities Fees due, as necessary in the event actual water use needs increase with the final developments water supply requirements if a significant change of use is proposed during the project development. BCVWD reserves the right to adjust facilities fees for dwelling units not constructed within three (3) years of the execution date of this agreement.
- D. Other Fees and Charges: In addition to any fees and charges set forth in this Agreement, City shall be responsible for any other fees and charges imposed by BCVWD if District-wide application, including but not limited to, water meter fees at such rates as BCVWD shall require.
- 2. **Standard of Care; Safety.** City shall ensure that all work is performed in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals and contractors in the same discipline in the State of California. City shall procure the services of professionals and contractors skilled in the professional calling necessary to perform the work and licensed and otherwise qualified to perform such work. City shall ensure that it and its consultants and contractors execute and maintain their work so as to avoid injury or damage to any person or property. In carrying out their work, they shall at all times be in compliance with all applicable federal, state and local laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.
- 3. **Indemnification.** City shall defend (with counsel of BCVWD's choice and reasonably acceptable to the City), indemnify and hold BCVWD, its officials, officers, employees, consultants, and agents harmless from any and all claims, liabilities, losses, costs, expenses, damages or injuries to property or persons, including wrongful death, in any manner

arising out of or related to any act, omissions or willful misconduct of City, its officials, officers, employees, agents, consultants and contractors arising out of or related to the Agreement or the design, construction or installation of the Non-Potable Water Facilities, including without limitation, reasonable attorneys' fees and other related costs and expenses, excluding such action, claims, damages to persons or property, penalties, obligations or liabilities arising from the negligence or willful misconduct of BCVWD. At a minimum, this indemnification provision shall apply to the fullest extent of any warranty or guarantee implied by law or fact, or otherwise given to City or City's consultants or contractors. In addition, this indemnity provision and any such warranties or guarantees shall not limit any liability under law of such consultants or contractors. Without limiting the foregoing, this indemnity shall extend to any claims arising because City has failed to properly secure any necessary easements, land rights, contracts, or approvals.

4. Insurance.

- A. Requirement. City shall require all persons performing work in connection with this Agreement, including its contractors and subcontractors to procure and maintain, at their expense, until completion and acceptance of the dedication by BCVWD of the work under this Agreement, insurance against claims for injuries to persons or damages to property which may arise out of, or in connection with, the performance of their work or that of their agents, representatives, employees, or subcontractors.
- B. <u>Minimum Scope and Limits of Coverage.</u> Such insurance shall have limits no less than: (1) General Liability: \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage; (2) Automobile Liability: \$2,000,000.00 per accident for bodily injury and property damage; (3) Workers' Compensation and Employers' Liability: Worker's compensation limits as required by the Labor Code of the State of California. Employers' Liability limits of \$1,000,000.00 per accident for bodily injury or disease; and (4) Builders'/All Risk: Completed value of the work performed under this Agreement. The coverage shall include: (5) vandalism coverage which continues in force until acceptance of the Non-Potable Water Facilities by BCVWD; (6) automatic inclusion of underground exposures; (7) coverage to be on a replacement basis; and (8) waiver of co-insurance penalties.
- C. <u>Professional Liability Insurance</u>. All architects, engineers, consultants and/or design professionals shall also procure and maintain for the term hereof, professional liability (errors and omissions) insurance with a limit of not less than \$1,000,000. If a "claims-made" policy is provided, it shall include an extended reporting period of not less than five (5) years.
- D. <u>Acceptability of Insurers</u>. Insurance shall be placed with insurers licensed to do business in California and having a current A.M. Best's rating no less than A-VIII.
- E. <u>Insurance Provisions</u>. All insurance required pursuant to the express provisions of this Agreement shall:

- 1) Provide that coverage shall not be revised, cancelled or reduced until at least thirty (30) days' written notice of such revision, cancellation or reduction shall have been given to BCVWD.
- 2) Be reasonably satisfactory to BCVWD in all other reasonable respects.
- 3) The policies required pursuant to this Agreement or a certificate of the policies, together with evidence of payment of premiums, shall be provided to BCVWD prior to the commencement of any term of this Agreement.
- 4) The commercial general liability insurance to be maintained by City pursuant to this section above shall:
 - a) Name BCVWD as an additional insured;
 - b) Apply severally to City and BCVWD
- c) Cover City and BCVWD as insured in the same manner as if separate policies had been issued to each of them;
- d) Contain no provisions affecting the rights which any of them would have as claimants if not so named as insureds;
- e) Be primary insurance with any other valid and collectible insurance available to the aforesaid additional insureds constituting excess insurance, and each policy shall be endorsed substantially as follows:

"The insurance afforded by this policy to additional insureds shall be primary insurance and other valid and collectible insurance available to any additional insureds shall be excess insurance and, under no circumstances, shall be considered contributory."

- 5) Each Party waives any right of recovery for loss or damage against the other Party, including the officers, directors, partners, employees, agents and representatives of any Party, to the extent that such loss or damage is insured against under any valid and collectible insurance (except workers' compensation insurance) in force at the time of such loss or damage. All policies of insurance obtained by the Parties must include a clause or endorsement waiving the insurer's rights of subrogation against any other Party.
- 5. **Default.** In the event either Party defaults in the performance of any of its obligations under this Agreement, or materially breaches any of the provisions of this Agreement, the other Party shall have the option to terminate this Agreement upon written notice to the defaulting Party. The foregoing is in addition to any remedies either pay may have in law or equity.

6. General Provisions.

- A. <u>Environmental Contamination</u>. Without modifying or limiting City's indemnity obligations set forth elsewhere in this Agreement, City shall indemnify and hold harmless BCVWD from any liability upon any act or omission of City for any violation of any federal, state or local law, ordinance or regulation relating to environmental conditions on, under or about the Property, including without limitation soil and groundwater conditions, and City shall defend, at its expense, including reasonable attorneys' fees, BCVWD against any claim, action, or proceeding based upon any such alleged act or omission. BCVWD may, in its discretion, participate in the defense of any such claim, action or proceeding.
- B. <u>No Waiver</u>. BCVWD's or City's failure to insist on performance of any of the terms or conditions of this Agreement or to exercise any right, remedy or privilege or BCVWD's or City's waiver of any breach hereunder shall not thereafter be deemed a subsequent waiver of any other terms, conditions, or rights, remedies or privileges, whether of the same or similar type. No Party will be deemed to have waived any rights under this Agreement unless the waiver is made in writing and signed by the waiving Party or that Party's duly authorized representative. All rights and remedies provided for under this Agreement are cumulative.
- C. <u>Cooperation</u>. The Parties agree to cooperate with each other in furthering the purposes of this Agreement. The Parties hereby agree to take such other actions and execute such other reasonable documents as are consistent with this Agreement and, as are reasonably necessary to effectuate this Agreement; provided, however, that the foregoing shall not require BCVWD to take any legislative action or exercise its discretion in any particular manner.
- D. <u>Entire Agreement</u>. This Agreement contains the final and complete agreement between the Parties with respect to the matters herein discussed and supersedes all previous communications and agreements between them, either oral or written; to the extent such prior communications and agreements are inconsistent with this Agreement.
- E. <u>Assignment of Agreement</u>. Except as expressly provided to the contrary, this Agreement is not assignable, in whole or in part, by City without the prior written consent of the BCVWD, which consent shall not be unreasonably withheld. In the event Owner transfers the Property, such transferee shall take, hold, and install the Project facilities (or portion thereof) subject to the provisions of this Agreement.
- F. <u>Public Works</u>. City is required by this Agreement to construct and install certain public works, which will be dedicated to BCVWD upon completion. Unless required by applicable law to do so, City shall not be required to perform such work in the same manner and subject to the same requirements as would be applicable to BCVWD had it undertaken such construction including without limitation, the payment of prevailing wages pursuant to Labor Code Section 1700 *et seq*. Should it be determined in the future that City was required to comply with the same requirements as would be applicable to BCVWD had it undertaken such construction, City shall indemnify, defend, and hold harmless BCVWD from any and all liability, including costs of litigation and reasonable attorneys' fees, arising from City's construction and installation.
- G. <u>Attorneys' Fees</u>. In the event that any action or proceeding is commenced between BCVWD and City to enforce or interpret any term of this Agreement, the prevailing

Party in such action or proceeding, in addition to all other relief to which it may be entitled, shall be entitled to recover from the other Party the prevailing Party's costs of suit and reasonable attorneys' fees. The attorneys' costs and fees shall include, without limitation, attorneys' costs and fees incurred on appeal and those incurred in enforcing any judgment rendered in any such action or proceeding. Such attorneys' costs and fees may be recovered as an element of costs in the underlying action or proceeding or in a separate recovery action.

Notices. All notices shall be in writing and shall be considered given: (i) when delivered in person to the recipient named below; or (ii) three days after deposit in the United States mail, postage prepaid, addressed to the recipient named below; or (iii) email delivery pursuant to an electronic digital signature program (such as DocuSign). Other than email delivery pursuant to an electronic digital signature program (such as DocuSign), email notification is for convenience only and is not deemed notice as and when required under this Section. All notices shall be addressed as follows:

If to BCVWD:

General Manager Beaumont-Cherry Valley Water District PO Box 2037 Beaumont, CA 92223-2037 Facsimile: 951-845-0159

If to City:
City Manager
City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

Either Party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a Party or an officer or representative of a Party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

- H. <u>Governing Law</u>. This Agreement and its provisions shall in all respects be interpreted, construed, enforced and governed by and under the laws of the State of California, without regard to its conflict of laws principles.
- I. <u>Consent to Jurisdiction, Venue and Service</u>. Any action or proceeding brought respecting this Agreement shall be instituted and maintained in the appropriate court in the County of Riverside, California. City hereby forgoes and waives any provision of law providing for a change of venue from such courts on the grounds that BCVWD is or may be a party to any such action or proceeding.

- J. <u>Modification</u>. This Agreement may be modified only by another written instrument duly authorized and executed by both BCVWD and City.
- K. <u>Severability</u>. The provisions of this Agreement are specifically made severable. If any clause, provision, rights or remedy provided for herein is determined to be unlawful or unenforceable, the remainder of this Agreement shall remain in effect and be enforced as if such clause, provision, right or remedy were not contained herein.
- L. <u>Rules of Construction</u>. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against, either BCVWD or City. This Agreement is the product of mutual negotiation and drafting efforts. According, the judicial rule of construction that ambiguities in a document are to be construed against the draft of that document shall have no application to the interpretation or enforcement of this Agreement.
- M. <u>Execution</u>. This Agreement may be executed in one or more counterparts, each of which shall be an original and all such counterparts together shall constitute the entire agreement of the Parties hereto.
- N. <u>Authorization</u>. Each individual executing this Agreement hereby represents and warrants that he or she has the power and authority to execute this Agreement on behalf of the named Parties.

	: t-Cherry Valley Water a public agency	City: City of Beaumont, a public agency		
Name:		Name:		
	Daniel K. Jaggers	(signature)	_	
Title:	General Manager	Title: (printed name)	ı	
Date:		Date:		

- (a) Exhibit "A" Property Legal Description
- $(b) \ \ Exhibit "B"-Non-Potable Improvement \ Plans-Mesa \ Left \ Station \ Upgrade$
- (c) Exhibit "C1-C3" Fees and Deposits Mesa Left Station Upgrade
- (d) Exhibit "D" Water Meter Application

EXHIBIT "A" PROPERTY LEGAL DESCRIPTION

PARCEL B OF PARCEL MAP NO. 31368, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP IN BOOK 229, PAGES 46 THROUGH 53, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT "B" NON-POTABLE WATER IMPROVEMENT PLANS MESA LIFT STATION UPGRADE

BY MARK

WEBB STORY STREET WEBB STORY STREET MESS OC LAND STREET A S OC LAND SECURITY STREET A S OC LAND SECURITY SEC

SOURCE STATE OF STATE

REVIEWED BY:

MESA LIFT STATION UPGRADE GENERAL MPROVEMENT PLANS FOR

G007 CITY OF BEAUMONT, CALIFORNIA SITE UTILITY NOTES

PZ 2600

BCVWD RECYCLED WATER GENERAL NOTES

- WORK SHALL BE PERFORMED BY A CONTRACTOR LICENSED IN THE STATE OF CALIFORNIA, EXPERIENCED IN WATER UTILITY CONSTRUCTION.

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- CONTRACTOR SHALL OBTAIN CONSTRUCTION PERMIT FROM THE DISTRICT AND PAY INSPECTION AND VALVE COVER DEPOSIT PRIOR TO CONSTRUCTION.
- IROS OTHERWISE ONCENTE ALL PURE SHALL BE CARREN MORTHAL MEID DUCTIE FROM PRES MINISTON CONTRET FROM THE SHALL BE BUSINED AND STATE SHALL BE WISELED AND STATE OF THE PROPER COLGO-COLOR DO NETHER MEID DUCTIE FROM PRES SHALL BE WISELED WITH PRESENCE AND STATE OF THE PROPER OF THE SHALL BE SHALL BE WISELED WITH SHALL BE SHALL BE
- FOR SEPARATION REQUIREMENTS BETWEEN WATER AND RECYCLED WATER, STORM DRAINS, AND SEWER LINES, SEE RIVERSIDE COUNTY STANDARD NO. 609 AND CALIFORNIA CODE OF REGULATIONS, TITLE 22, SECTION 19472.
- THE CONTRACTOR SHALL CONTRACT UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA AT 81/1800-227-2800 FOR LOCATION OF ALL UNDERGROUND UTILITIES, TWO WORKING DAYS PRIOR TO COMMENCING WORK.
- CONTRACTOR SHALL OBTAIN NECESSARY PERMITS FORM CITY OF BEAUMONT, AND/OR RIVERSIDE COUNTY, AS APPROPRIATE, PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL NOTIFY THE DISTRICT AT 1851, SAS-6881 THO WORKING DAYS PRIOR TO COMMENDIAN UNDER THE RECOLLED WATER UTLITY INSTALLATION CONTRACTOR SHALL NOTIFY DISTRICT BY PRECEDING WISENS AT ALL OR DAY PRIOR TO WORKING DATION THE WISENS. CHEEN CANCELLATIONS SHALL BE NOTIFIED TO THE DISTRICT BY PRECEDING RELIAN. AT 3:00 PM.
 - NO EXISTING DISTRIBUTION SYSTEM VALVE SHALL BE OPERATED BY THE CONTRACTOR, DISTRICT PERSONNEL WILL OPERATE ALL NECESSARY VALVES.
- NO DEVIATIONS FROM THESE PLANS SHALL BE PERMITTED WITHOUT THE APPROVAL OF THE DISTRICT.
- EXISTING RECYCLED WATER MAINS SHALL NOT BE TAKEN OUT OF SERVICE FOR MORE WATH OHDRISK CHANTAGENG SHALL NOTFY ALL WHETE NEISTER SHEEFTED BY THE SHUTDOWN A MINIMIMIL OF AS HOURS PRIOR TO THE ACTUAL SHUTDOWN INDICATE THE DATE AND PRECISE HOURS THAT THE MAIN WILL BE TAKEN OUT OF SERVICE.
- CONTRACTOR SHALL CONFORM TO THE STREET EXCAVATION REPLACEMENT STANDARDS OF THE CITY OF BEAUMONT.
- CONTRACTOR SHALL RESTRAIN ALL MECHANICAL (ALL FITTINGS AND STRAIGHT PIPE LENGTHS) JOINTS.
- ALL JOINTS TO BE RESTRAINED SHALL BE WITH U.S. PIPE "FIELD-LOK 350", MEGA LUGS (IF MECHANICAL JOINT).
 - CONTRACTOR SHALL BEAR ALL COSTS FOR THE CORRECTION OR REMOVAL AND CREATED THE CONTROLL OF THE CONTROLL OF COSTS THE CITY. COLANY OR DISTRICT MAN MOJEN ON ACCOUNT OF EFFECTIVE WORK, MICHAEL ON ACCOUNT OF EFFECTIVE WORK, MICHAEL ADMINISTRATIVE, PROFESSIONAL CONSULTANT INSPECTION, TESTING, AND OTHER SERVICES.
- ALL PIPE SHALL BE HYDRO TESTED, DISINFECTED AND APPROVED PRIOR TO FINAL CONNECTION TO EXISTING NON-POTABLE WATER LINES.
- ALL MATERIALS SHALL BE OF DOMESTIC ORIGIN AND NOT OF FOREIGN MANUFACTURE
 - ALL COPPER SERVICES SHALL BE INSTALLED WITH TAPE WRAP OR WITH POLYETHYLENE ENCASEMENT PER GENERAL NOTE #4 (ABOVE)
- ENGINEER OF RECORD SHALL FURNISH TO THE DISTRICT ELECTRONIC FILES, IN ALTOCAD FORMAT, THE SIGNED AND APPROVED "RECORD DRAWINGS" AND GIS DIGITAL, DATA DEFINITION TABLES, PER DISTRICT STANDARDS, PRIOR TO FINAL ACCEPTANCE OF WORK.
- CONTRACTOR SHALL FURNISH TO THE DISTRICT COPIES OF ALL SOIL COMPACTION TEST REPORTS FOR THE INSTALLED NON-POTABLE WATER FACILITIES PRIOR TO FINAL ACCEPTANCE OF THE WORK.
- CONTRACTOR SHALL FURNISH TO THE DISTRICT INTERSECT TIE PLATES IN

PROPOSED SEQUENCE OF WORK FOR CONNECTING TO EXISTING 24" RW WORK CONTRACTOR SHALL FURNISH DISTRICT WITH PROJECT SPECIFIC MATERIALS AND CONSTRUCTOR SUBMITTAS (IN PDF FORMAT) FOR REVIEW AND APPROVAL PRIOR TO COMMENCING CONSTRUCTION. ACCORDANCE WITH DISTRICT STANDARD PLATE NO. D-2 FOR ALL VALVE LOCATIONS PRIOR TO FINAL ACCEPTANCE OF THE WORK.

PROJECT ADDRESS: 12940 POTRERO BLVD. BEAUMONT, CA. 92223

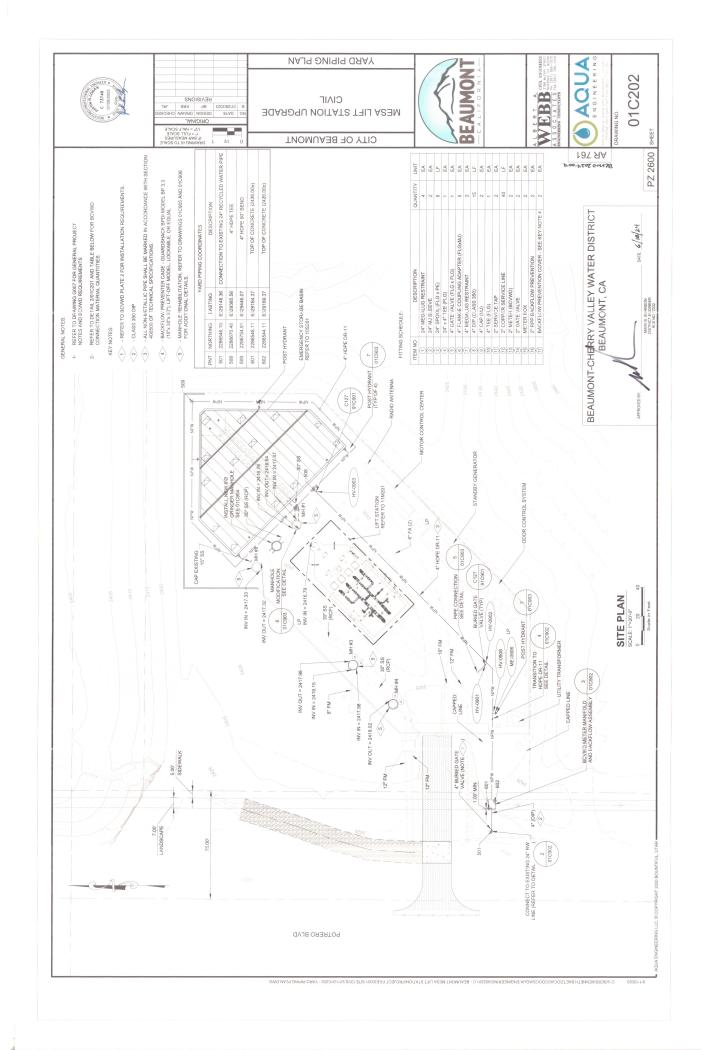
CONTRACTOR SHALL PROVIDE A FINAL SEQUENCE DE CONSTRUCTION FOR REVIEW AND PAPROVAL BY THE ECHAND PRIOR IT STRATTOR WORK ALL OF CONSTRUCTION SHALL BE PREVENTED IN A MANNER WHICH MAINTAINS THE EXISTING PIELINE IN SERVICE UNIT. PERFORMED IN A MANNER WHICH MAINTAIL FINAL CONNECTION WORK IS PERFORMED:

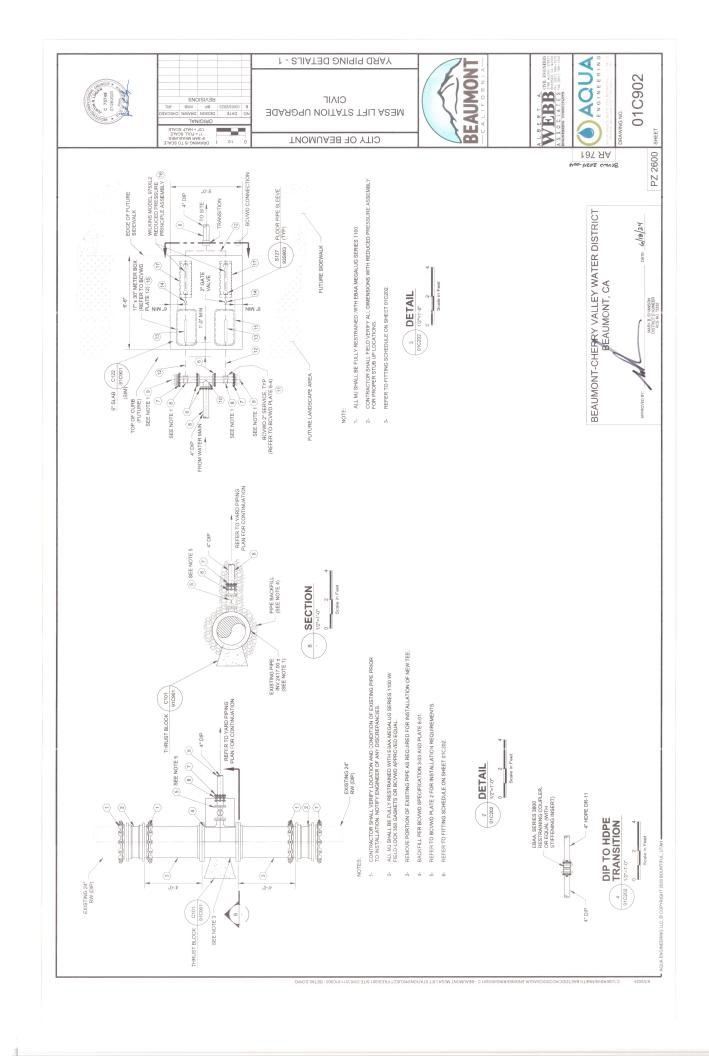
- CONTRACTOR SHALL OVER-EXCAVATE AND RECOMPACT AREA WHERE EXISTING 24" LINE IS REMOVED.
- CONTRACTOR SHALL CUT INTO EXISTING 24" WAIN AND INSTALL A 24" x 4"
 TEE CONNECTION AT LOCATION NOTED IN PLANS (REFER TO DRAWING
 01C202), AND TEST AND DISINFECT SAID CONNECTION (TESTING AND 01C202), AND TEST AND DISINFECT SAID CONNECTION (TESTING AND DISINFECTION SHALL BE IN ACCORDANCE WITH BCWWD REQUIREMENTS)
 - SHUTDOWN OF EXISTING 24" WATER MAIN SHALL BE DONE BY BCWWD STAFF AND DURING A TIME OF LOW DEMAND AND SHALL BE SCHEDULED AND COORDINATED WITH BCWWD STAFF.
- CONTRACTOR SHALL COORDINATE WITH BCVWD STAFF TO SHUTDOWN EXISTING 24" MAIN, DE-ENERGIZE AND DRAIN, THEN MAKE CONNECTION BETWEEN NEW TEE AND EXISTING 24" MAIN.
- CONTRACTOR SHALL COORDINATE WITH BCVWD STAFF TO RE-ENERGIZE AND TEST ALL FINAL CONNECTIONS.

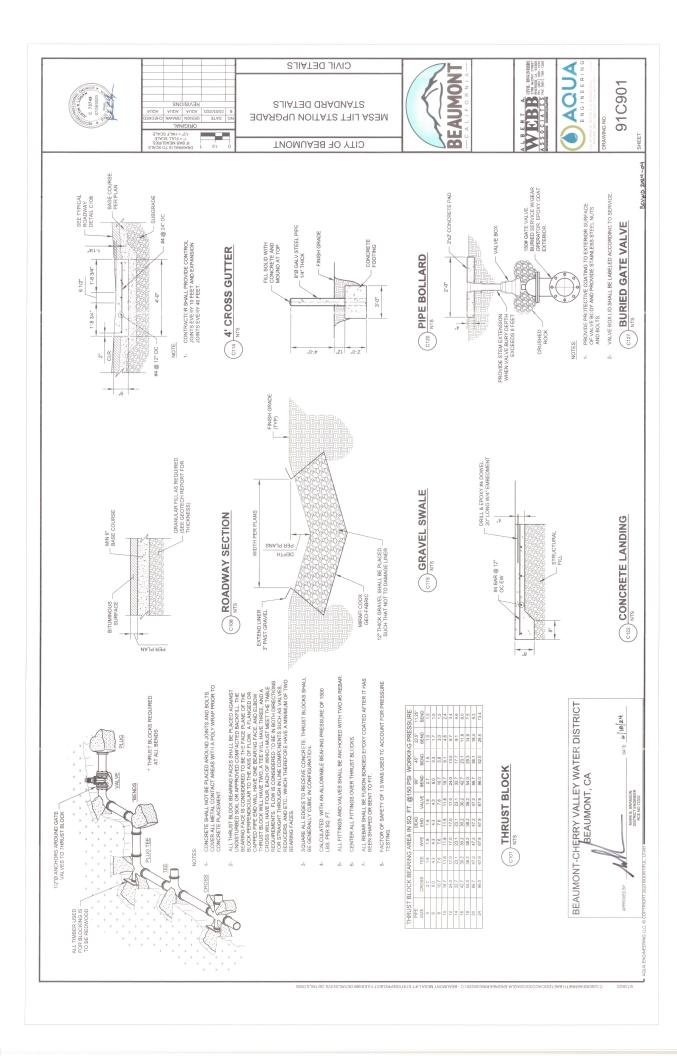
GENERAL PIPING NOTES:

CONTRACTORS SHALL KEEP AND MANTAN AT IT. COBSTET IS THE OF RECORD DRAWNISS. CONTRACTOR SHALL MARK ON DRAWNISS AT LCHANGES IN PROJECT CONDITIONS. LOCATIONS, CONDITIONS, LOCATIONS, CONDITIONS, LOCATIONS, CONDITIONS, WHICH HAVY VARY FROM THE DRAWNINGS THESE MASTER RECORD DRAWNISS SHALL BE MANTANED UP TO ATE DURING THE ROCATES OF WORK, RECORD DRAWNISS SHALL BE MANTANED UP ACCESSIBLE TO THE DISTRICT AT ALL TIMES DURING CONSTRUCTION AND A COPPORT SAS SHALL BE CALL BE ADDRESSED TO THE DISTRICT UPON COMPLETION OF THE WORK.

- NORTHING AND EASTING COORDINATES HAVE BEEN PROVIDED FOR ALL HORIZONTAL POINTS OF INFLECTION (HPI). HOWEVER, VERTICAL POINTS OF INFLECTION (HPI) BETWEN THE DER PROVIDED MELES INDLATED ON THE FIPING PROFILES ON IN PRINCE DER NOT SHALL ALL ALLUST AND POINTS THE MELES ON IN PRINCE DEFINE CONTRACTOR SHALL ALLUST AND POINTS THE DEFINE OF BLOW OFF AT NO ADDITIONAL COST TO THE OWNER.
- PIPE AND FITTINGS SHALL BE HANDLED SO AS TO PROTECT PIPE JOINTS, LINING, AND CATMGA AND DEATHER. HANDLED TO PROWIDG CONTINOUS DEAGNIGA AND PRETENT SETTLEMENT, PIPE SHALL BE PROTECTED AGAINST FLOYATION AT ALL TIMES. OPEN ENDS SHALL BE SEALED AT ALL TIMES WHEN CONSTRUCTION IS NOT IN PROGRESS.
- ALL PIPELINES LESS THAN 16" DIA. SHALL BE INSTALLED WITH A MINIMUM OF 48" INCHES OF COVER AT THE FINISH GRADE OVER THE PIPE.
- PIPE JOINTS SHALL NOT BE PULLED AT ANY ANGLE GREATER THAN THE MAXIMUM ANGLE RECOMMENDED BY THE MANUFACTURER.
- CONTRACTOR SHALL NOT BACKFILL ANY TRENCHES UNTIL HE HAS RECORDED AND DOCUMENTED AS-BUILT INFORMATION ON ALL FITTINGS AND APPURTENANCES.
- FOR PIPE BEDDING REQUIREMENTS AND BACKFILL. REFER TO BCVWD STANDARD PLATES 6-1 AND 6-2.
- ALL EXISTING PIPING AND ELECTRICAL CONDUITS SHALL BE SUPPORTED IN PLACE DURING TREMCHING, OR EXCAVATION WORK BY THE COOTINACTOR. THE CONTRACTOR SHALL NOT DISTURB THE LOCATIONS, ALIGNMENTS, AND ELEVATIONS OF THE EXISTING PIPING AND CONCRETE ENCASED ELECTRICAL CONDUITS.
- UNLESS OTHERWISE INDICATED ON THE DRAWINGS, ALL PIPING SHALL HAVE A MINIMUM OF 12" VERTICAL CLEARANCE FROM THE NEAREST PIPELINE.
- ALL MECHANICAL FITTINGS SHALL BE RESTRAINED.
- INSTALL RESTRAINED JOINTS, MINIMUM TWO PIPE LENGTHS BEFORE AND AFTER ALL TEES, ELBOWS, AND CROSSES (HORIZONTAL AND VERTICAL)
- RECYCLED WATER MAIN SHALL BE MINIMUM PRESSURE CLASS 200 (CL 200) UNDER SEWIER AND 1700M IDANI COSONIS A 3-2000 CT LENGH TO 109 SHALL BE CENTERED UNDER SEWER AND STORM BANN SOUTH HAY NO WATER AND STEEL SELECY MANN DOWNER AND STORM DAINS OF THE OUTSIDE DIAMMETER OF THE SEWER OR STORM DAIN.
- CHOINT CANNOT GEREFANDER BY OTHER MEAS, CONCRETE THEIUST GLOCKS SHALL BE NESTALED AT DEAD CHOIS THES LEBOWS BENDS, CPOSSES, BIGNOYERS, SHALL BE NESTALED AT DEAD CHOIS THES LEBOWS BENDS, CPOSSES, BIGNOYERS, CHOSSES, BIGNOYERS, CHORAN, AND FIRE HORAWATS SHAWN IN THE LEAST, SHINGST BICKS SHALL BE ONSTRUCTED PER BEOWN STRANDED SHALL CONFORM TO THE DIMERSION BY THE DIRECT STRANDARD PLATES, THE DIRECT STRANDARD PLATES, REFER TO DETTY OF THE SERVE FOR LEBOR OF THE DIRECT STRANDARD PLATES, REFER TO DETTY HERE WE CANNOT THE DIRECT STRANDARD PLATES, REFER TO DETTY HERE WE CANNOT THE DIRECT STRANDARD PLATES, REFER TO DETTY HERE WE CANNOT THE DIRECT STRANDARD PLATES, REFER TO DETTY CHOIS GOIN HEREIN 12-
- CURRENT INTERIM PRESSURE ZONE OF THE SYSTEM IS 2650 (HGL), THE DISTRICT WILL CONSTRUCT IN THE FUTURE A MON-POTABLE PRV WHICH WILL REGULATE THE MGL DOWN TO THE DESIGN HGL OF 2600.







EXHIBITS "C1", "C2" & "C3" NON-POTABLE WATER FACILITIES AND METER FEES AND DEPOSITS MESA LIFT STATION UPGRADE

BEAUMONT-CHERRY VALLEY WATER DISTRICT

WATER FACILITIES FEES AND DEPOSITS FOR SERVICE EXHIBIT "C1"

APN 414-120-031 (Mesa Lift Station Upgrade) - AR # 761

Trans Code Acct No.	Regulation No.	Description	No. of Units	Units		Per Unit Charge \$		Total
ENGINEERING		DEPOSITS						
	5-6	Will-Serve Deposit	0	EA	\$	500.00	\$	-
	5-6	Fire Flow Deposit	0	EA	\$	700.00	\$	-
	5-6	Water Supply Assessment by Developer Deposit	0	EA	\$	5,000.00	\$	-
	5-6	Water Supply Assessment by District Deposit	0	EA	\$	10,000.00	\$	-
	5-6	Plan of Service by Developer Deposit	0	EA	\$	5,000.00	\$	-
	5-6	Plan of Service by District Deposit	0	EA	\$	10,000.00	\$	-
	5-6	LAFCO Annexation Deposit	0	EA	\$	5,000.00	\$	-
	5-6	Inespection Charges (typical tract)	0	EA	\$	15,000.00	\$	-
	5-6	Plan Check Deposit <5 sheets Deposit	0	EA	\$	3,000.00	\$	-
	5-6	Plan Check Deposit 5-9 sheets Deposit	0	EA	\$	5,000.00	\$	-
	5-6	Plan Check Deposit >=10 sheets Deposit	0	EA	\$	7,500.00	\$	-
	5-6	Fire Hydrant Deposit	0	EA	\$	19,150.00	\$	-
		Encroachment Permit (City of Beaumont - moratorium area)						
	5-6	(short side)	0	EA	\$	6,560.00	\$	-
		Encroachment Permit (City of Beaumont - moratorium area)						
	5-6	(long side)	0	EA	\$	12,500.00	\$	_
	-		-			Subtotal:		-
WATER		IN-TRACT WATER SERVICE INSTALLATION						
	5-3	5/8" Meter	0	EA	\$		\$	-
	5-3	3/4" Meter	0	EA	\$		\$	-
	5-3	1" Meter	0	EA	\$	1,630.00		-
	5-3	1-1/2" Meter	0	EA	\$	740.00		-
	5-3	2" Meter	2	EA	\$		\$	1,980.00
	5-3	2" Meter (Irrigation Served by Domestic Water)	0	EA	\$	990.00	\$	-
WATER	5-3	NON-TRACT WATER SERVICE INSTALLATION (SHOR 5/8" Meter	T SIDE)	EA	\$	6,680.00	\$	-
	5-3	3/4" Meter	0	EA	\$	6,710.00	\$	-
	5-3	1" Meter (1 @ Potable)	0	EA	\$	6,780.00	\$	-
	5-3	1-1/2" Meter	0	EA	\$	7,000.00	\$	-
	5-3	2" Meter	0	EA	\$	7,240.00	\$	-
						Subtotal:	\$	-
WATED		NON TO A OT WATER CERVICE INCTALL ATION (LONG	(CIDE)					
WATER	5-3	NON-TRACT WATER SERVICE INSTALLATION (LONG 5/8" Meter	SIDE)	EA	\$	12,590.00	\$	
	5-3	3/4" Meter	0	EA	_	12,700.00	\$	
	5-3	1" Meter	0	EA		-	\$	
	5-3	1-1/2" Meter	0	EA	_	13,350.00		
	5-3	2" Meter	0	EA	\$		\$	
	3-3	2 Witte	0	LA	φ	Subtotal:		
						Subtotui.	Ψ	
WATER		FIRE SERVICE INSTALLATION DEPOSIT						
	5-7	4" Fire Service	0	EA	\$	16,010.00	\$	-
	5-7	6" Fire Service	0	EA	\$	18,860.00	\$	-
		8" Fire Service	0	EA		29,070.00		-
	5-7	o The Bervice						-
	5-7 5-7	10" Fire Service	0	EA	\$	51,710.00	\$	-
						53,250.00	\$	-
	5-7	10" Fire Service	0	EA			\$	
WATER	5-7	10" Fire Service	0	EA		53,250.00	\$	-
WATER	5-7	10" Fire Service 12" Fire Service	0	EA		53,250.00	\$	-
WATER	5-7 5-7	10" Fire Service 12" Fire Service FRONT FOOTAGE FEES	0	EA EA	\$	53,250.00 Subtotal:	\$ \$	-
WATER	5-7 5-7 5-4.2	10" Fire Service 12" Fire Service FRONT FOOTAGE FEES Residential Service No Reimbursement Agreement	0 0	EA EA	\$	53,250.00 Subtotal:	\$ \$ \$ \$	-
VATER	5-7 5-7 5-4.2	10" Fire Service 12" Fire Service FRONT FOOTAGE FEES Residential Service No Reimbursement Agreement	0 0	EA EA	\$	53,250.00 Subtotal: 29.50 35.10	\$ \$ \$ \$	- 11,196.90

3,000.00 \$ -Subtotal: \$ -

1,000.00 \$

2,000.00 \$

EA

EA

EA

0

0

1" Irrigation Meter 1-1/2" Irrigation Meter 2" Irrigation Meter

BEAUMONT-CHERRY VALLEY WATER DISTRICT WATER FACILITIES FEES AND DEPOSITS FOR SERVICE EXHIBIT "C2"

APN 414-120-031 (Mesa Lift Station Upgrade) - AR # 761

1 POTABLE FACILITY FEES (Calculated in accordance with BCVWD Rules and Regulations, Section 5.4)

Supply	1	Unit Cost	Units	Fee
Wells	\$	1,936.00	0.00	\$ -
Water Rights (SWP)	\$	1,225.00	0.00	\$ -
Water Treatment Plant	\$	921.00	0.00	\$ -
Local Water Resources	\$	485.00	0.00	\$ -
Recycled Water Facilities	\$	1,402.00	1.00	\$ 1,402.00
Sub Total	\$	5,969.00		\$ 1,402.00
Transmission (>16")	\$	1,568.00	0.00	\$ -
Storage	\$	2,008.00	0.00	\$ -
Booster	\$	139.00	0.00	\$ -
Pressure Reducing Stations	\$	71.00	0.00	\$ -
Miscellaneous Projects	\$	62.00	0.00	\$ -
Sub Total	\$	3,848.00		\$ -
Financing Costs	\$	42.25	1.00	\$ 42.25
Total All Facilities Fees	\$	9,859.25		\$ 1,444.25

2 GIS DEPOSIT

Description	Design Sheets	Units	Uı	nit Cost	Deposit
Residential GIS Deposit	0.00	EA	\$	210.00 \$	-
CII GIS Deposit ⁽¹⁾	1.00	EA	\$	940.00 \$	940.00
Total GIS Deposit				\$	940.00

3 BCVWD ENGINEERING, PLAN CHECK, AND INSPECTION DEPOSIT

Description	Deposit	Units	J	U nit Fee	Deposit
Engineering, Plan Check, and Inspection Deposit (1)	1	E.A.	\$	3,500.00	\$ 3,500.00
Total Engineering, Plan Check, and Inspection Dep	osit				\$ 3,500.00

4 FIRE FLOW FACILITIES CHARGE (Calculated in accordance with BCVWD Rules and Regulations, Section 5.5)

Description	Fire Flow	Units	Quantity (gal.)	Fee
Project Fire Flow Demand	0	gpm for 2 hours	0	
Baseline Fire Flow Demand	0	gpm for 2 hours	0	
Volumetric Quantity in Excess of Baseline			0	\$ =
Total Fire Flow Facilities Charge in Excess of Base	n)	\$ -		

Subtotal Fees See Exhibit C3
Subtotal Deposits See Exhibit C3

Unused deposits will be returned upon completion of tasks related to Eng. Plan Check, Inspection, and submittal and acceptance of GIS Information

BEAUMONT-CHERRY VALLEY WATER DISTRICT WATER FACILITIES

FEES AND DEPOSITS FOR SERVICE EXHIBIT "C3"

APN 414-120-031 (Mesa Lift Station Upgrade) - AR # 761

FEE	S AND DEPOSITS SUMM	IARY
Capacity Charges (1)	\$	1,444.25
Water Service Installation Charge	\$	1,980.00
Front Footage Fee	\$	11,196.90
TOTAL FEES	\$	14,621.15
Total Planning & Engineering Deposits (By Separate Check)	\$	-
Total GIS Deposits	\$	940.00
Total Inspection Deposits	\$	3,500.00
TOTAL DEPOSITS	\$	4,440.00
TOTAL	\$	19,061.15

^{*}Fees and Deposits as amended by District Rules and Regulations, Part 5

Please provide the District with <u>3</u> separate checks, made payable to "BCVWD" for the above items separated as shown below:

1) Water Meter Fees	\$ 1,980.00
2) Capacity Charges &	
Front Footage Fees	\$ 12,641.15
3) Deposits	\$ 4,440.00
Total	\$ 19,061.15

¹⁾ A breakdown of the current District Fees and Deposits can be found on the District Website: https://bcvwd.gov/

EXHIBIT "D" Water Meter Application



Beaumont-Cherry Valley Water District

560 Magnolia Avenue ◆ PO Box 2037 Beaumont, CA 92223-2258 Phone (951) 845-9581

www.bcvwd.org

Water Meter Application – COMMERCIAL/RESIDENTIAL

Name:		Driver's License Number:						
Social Security # or Tax ID:		DL Expiration Date:						
Contact Phone Number:	Contact Phone Number: Secondary Phone Number:							
Assessor Parcel Number (APN): E-Mail Address: Mailing Address: City, State & Zip: Service Address: Meter Size:								
					Tract Number:		Lot Number:	
					made in accordance with the Be	• • •	ricts Regulations Governing Wo il such time as the consumer mo Fac	derstood that this application is ater Service. The consumer is liable akes proper request to the District to cility Fees \$
Signature of Applicant/Date		Installatio	on Deposit \$					
OFFICE USE ONLY	ROUTE/SEQ		WORK ORDER #					
Meter Manufacturer	_	Account Number						
Meter Serial Number		Service Code						
Opening Read		Fees Paid						
Installation Date		Receipt Number						
Backflow Device Serial No.		Date Received						
Install Approved by		Processed by						
Work Order Completed by		Internal Lot Number						
Inventory Completed by		Device Committed by						

Last Revised on 02/04/2015