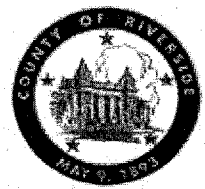


SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

767



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
May 23, 2013

SUBJECT: Cooperative Agreement with City of Riverside for Magnolia Avenue Grade Separation Improvements, Home Gardens area.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the submitted Agreement between the County of Riverside and the City of Riverside, and;
2. Authorize the Chairman of the Board to execute the agreement on behalf of the County of Riverside.

BACKGROUND:

Patricia Romo
Assistant Director of Transportation

Juan C. Perez
Director of Transportation and Land Management

JP:sd
(Continued On Attached Pages)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 794,035	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2013/2014
SOURCE OF FUNDS: Measure A/Western (100%)				Positions To Be Deleted Per A-30 <input type="checkbox"/>
There are no General Funds used in this project.				Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Stone and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: June 4, 2013
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

2013 MAY 30 PM 10:03

CLERK OF THE BOARD OF SUPERVISORS
RECEIVED

Prev. Agn. Ref.

District: 2/2

Agenda Number: 3

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3-55

The Honorable Board of Supervisors

RE: Cooperative Agreement with City of Riverside for Magnolia Avenue Grade Separation Improvements, Home Gardens area.

May 23, 2013

Page 2 of 2

Magnolia Avenue is a four-lane arterial highway that provides primary access to commercial, industrial and residential land uses in the Home Gardens Community of Riverside County and the City of Riverside.

The railroad grade separation project includes the construction of a bridge structure to elevate Magnolia Avenue over the Burlington Northern and Santa Fe (BNSF) railroad tracks. The project will improve motorist safety by separating vehicle traffic from rail traffic.

A large portion of funding is coming from two main sources, \$16,400,000 from Federal Congestion Mitigation and Air Quality (CMAQ) funds, and \$17,696,397 from Trade Corridor Improvement Funds (TCIF). The TCIF funds require that the construction contract be executed prior to December 31, 2013 and the Transportation Department expects to meet that deadline.

The project has been environmentally cleared, and final plans, specifications and estimates have been prepared in anticipation of advertisement for bids during summer of 2013.

The submitted agreement provides for the following:

1. General project cooperation, including insurance, encroachment permits, etc.
2. Relocation of City water facilities
3. Adjustment of City sewer facilities to final grade
4. Modification of electric service to City traffic signal
5. Relocation of water and electric service to landscaping
6. Relocation and modifications to existing city street lighting
7. Installation of new ornamental street lights
8. Maintenance of project Improvements
9. Financial participation

The County is responsible for certain costs in this matter, as described in the agreement, inasmuch as the City has superior property rights within the City's jurisdiction, and within a City owned utility easement. County costs identified in the agreement are designated to be financed with Measure A funds.

The agreement is consistent with the project requirements and has been reviewed and approved by County Counsel.

Due to time constraints, the agreement is being executed concurrently by the City of Riverside in counterparts, as allowed under the terms of the agreement.

Project No. B7-0784

COOPERATIVE AGREEMENT BY AND BETWEEN

RIVERSIDE COUNTY

AND

CITY OF RIVERSIDE

FOR

MAGNOLIA AVENUE GRADE SEPARATION IMPROVEMENTS

This Agreement is entered into this ____ day of _____, 2013, by and between the COUNTY of Riverside, (hereinafter "COUNTY"), and the CITY of Riverside, a California charter city and municipal corporation (hereinafter "CITY") for the provision of certain roadway improvements on Magnolia Avenue located within the jurisdictional boundaries of both the COUNTY and CITY and relocation of certain CITY facilities to accommodate those roadway improvements.

RECITALS

- A. WHEREAS, the COUNTY Transportation Improvement Program ("TIP") provides for improvements to the existing Burlington Northern Santa Fe Railroad ("BNSF") at grade crossing located on Magnolia Avenue (hereinafter "PROJECT") located between Lincoln Street and Buchanan Street in the Home Gardens and City of Riverside area of Riverside COUNTY, as shown on Exhibit "A", which is located within the jurisdictional boundaries of the COUNTY and CITY.
- B. WHEREAS, the current County Transportation Improvement Program (2012/2013 TIP, as approved by the Riverside County Board of Supervisors, September 25, 2012) identifies PROJECT funding from several Federal, State and local sources, including Proposition 1B -Trade Corridor Improvement Funds.
- C. WHEREAS, COUNTY is designated as the lead agency for these funds and TCIF funding requirements include a stipulation that a construction contract for the PROJECT must be awarded on or before December 31, 2013.
- D. WHEREAS, COUNTY intends to construct improvements to Magnolia Avenue, referred to herein as "PROJECT".
- E. WHEREAS, the PROJECT will grade separate Magnolia Avenue as an overpass (raised roadway) over the railroad tracks and will maintain the BNSF mainline tracks at the current grade. This PROJECT will improve

JUN 04 2013 355

vehicular traffic circulation and safety and will provide uninterrupted and efficient access for motorists, residents, businesses, pedestrians and emergency vehicles in the area. Additionally, the PROJECT will also enhance the operational characteristics (i.e. speed, efficiency, and reliability) of freight and passenger trains through Riverside County by eliminating conflicts between railroad operations and vehicular traffic.

- F. WHEREAS, in order to construct PROJECT, construction activities will need to occur and certain improvements will need to be placed within the jurisdictional boundaries of CITY
- G. WHEREAS, the CITY, through its Department of Public Utilities – Water Division, owns and maintains certain underground waterlines that must be relocated to accommodate the Project.
- H. WHEREAS, the COUNTY has identified CITY-owned sewer facilities, street and traffic lights, and electric and water service connection to existing landscaping that are in conflict with the PROJECT improvements, and which also must be relocated.
- I. WHEREAS, the COUNTY and CITY desire to define herein the terms and conditions under which said PROJECT is to be constructed and maintained within CITY jurisdictional limits and for the relocation of certain CITY facilities to accommodate the PROJECT.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. GENERAL TERMS.

1.1 COUNTY will construct PROJECT improvements within the CITY under a construction and/or street opening permit, including standard terms and conditions contained therein, to be issued by CITY to COUNTY or COUNTY's contractor.

CITY agrees that the PROJECT will provide infrastructure improvements that will provide safety, capacity and aesthetic benefits to CITY and COUNTY. As such, CITY will fully cooperate with the COUNTY in all matters pertaining to the PROJECT towards timely and successful completion, and will waive fees to the extent the City is able to do so.

COUNTY agrees and understands that a significant portion of the improvements are within CITY's jurisdiction, and agrees to cooperate with CITY in all matters pertaining to the PROJECT towards timely and successful

completion. COUNTY agrees to comply with CITY's requirements and to comply with the CITY's preferences to the greatest extent feasible, and will meet and confer in matters of disagreement regarding the CITY's preferences, if any.

The City-owned facilities to be relocated under this Agreement in order to accommodate the PROJECT consist of the following:

1. The CITY, through its Department of Public Utilities – Water Division, owns and maintains an underground 20" waterline and related appurtenances, that are located within COUNTY right-of-way and CITY right-of-way and must be relocated to accommodate the PROJECT. The COUNTY has agreed to relocate the portion of the 20" waterline that is located within City right-of-way, at COUNTY expense and pursuant to CITY design. The COUNTY has further agreed to reimburse the CITY for the design and inspection costs. The CITY will design and relocate the portion of the 20" waterline that is located within County right-of-way, at CITY expense and pursuant to City design. The 20" waterline is depicted on Exhibit D, which is incorporated herein by this reference.

2. The CITY, through its Department of Public Utilities – Water Division, owns and maintains an underground 12" waterline and related appurtenances, that are located within a recorded easement and must be relocated to accommodate the PROJECT. The COUNTY has agreed to relocate the portion of the 12" waterline and appurtenances that are located within CITY easement, at COUNTY expense and pursuant to CITY design. The COUNTY has further agreed to reimburse the City for the design and inspection costs. The 12" waterline is depicted on Exhibit D.

3. COUNTY has identified miscellaneous CITY-owned sewer facilities, street and traffic lights, and electric and water service connection to existing landscaping that are in conflict with the PROJECT and which must be relocated. The COUNTY has agreed to relocate these facilities, at COUNTY expense and pursuant to COUNTY design.

1.2 Items covered by this agreement include the following, and are described more fully in Section 2 herein:

1. Project Plans & Specifications
2. Cost of Encroachment Permits
3. Construction and Inspection Responsibilities

4. Relocation of City Water Facilities
5. Adjustment of City Sewer Facilities to Final Grade
6. Modification of Electric Service to Traffic Signal
7. Relocation of Water and Electric Service to Landscaping
8. Relocation and Modifications to Existing City Street Lighting
9. New Ornamental Street Lights
10. Maintenance of Project Improvements
11. Insurance
12. Financial Participation

2. PROJECT PLANS & SPECIFICATIONS

Plans and specifications prepared by the COUNTY for the PROJECT will be submitted to CITY for CITY's review, comment, concurrence, and/or approval of the improvements to be located within the jurisdictional boundaries of the CITY. Submittal and approval will occur prior to issuance of construction and/or street opening permits by CITY.

3. COST OF CONSTRUCTION AND/OR STREET OPENING PERMITS

CITY will issue construction and/or street opening permits to the COUNTY and COUNTY's contractor at no expense to the COUNTY, and provide inspections of improvements located within the CITY boundaries at no expense to the COUNTY or COUNTY's contractor.

CITY will issue construction and/or street opening permits to utility owners, for the relocation of utilities, which are in conflict with PROJECT improvements, at no expense to the utility owner.

COUNTY will issue encroachment permits to CITY and CITY's contractors for the relocation of any CITY owned facilities within COUNTY's jurisdiction, at no expense to CITY or CITY's contractor.

4. CONSTRUCTION AND INSPECTION RESPONSIBILITIES

All CITY facilities furnished, constructed and installed by COUNTY's contractor shall be installed in compliance with the plans and specifications prepared and approved by the CITY. All materials furnished by COUNTY's contractor for work within CITY's jurisdictional boundaries shall conform to CITY's approved material list. Any and all deviations from said plans and specifications shall be approved by CITY, in writing,

prior to being made. Change orders involving CITY facilities will not be implemented by the COUNTY without CITY's prior written approval, and COUNTY's Engineer shall provide 72 hour written notice before ordering such changes. However, CITY agrees that COUNTY's Engineer may order additional work, in advance of receipt of written authorization from CITY, if the Engineer determines that additional work is urgently needed for the protection of life or property or to avoid loss of productivity that is likely to result in a right-of-way delay claim to either COUNTY or CITY. COUNTY's Engineer shall endeavor to obtain prior verbal approval prior to ordering such urgently needed additional work. COUNTY's Engineer shall notify CITY immediately after ordering urgently needed additional work. CITY shall be responsible to inspect the furnishing and installation of all CITY facilities and the performance of the involved work by COUNTY's contractor for compliance with the approved construction plans and specifications. Said inspection shall be made through and in coordination with the COUNTY's Resident Engineer. CITY's inspection personnel shall have the authority, through the COUNTY's Resident Engineer, to enforce CITY's construction plans and specifications for the involved facilities, which shall include the authority to require that any and all unacceptable materials, workmanship and/or installation be replaced, repaired or corrected by COUNTY's contractor without cost to CITY. It is mutually understood, however, that the construction contract is between COUNTY and its Contractor, and that communication and cooperation must be maintained between COUNTY's Engineer and CITY's Inspector. COUNTY will not provide inspection to CITY's Improvements except as it may affect construction of PROJECT.

5. RELOCATION OF CITY WATER FACILITIES AND APPURTENANCES

CITY owns and operates 3,000 lineal feet of 20" waterline and associated appurtenances, and 1,850 lineal feet of 12" waterline and related appurtenances, within the limits of the PROJECT, portions of which are in conflict with PROJECT improvements. Said facilities are depicted in Exhibit D.

CITY shall prepare plans and specifications for the relocation of the conflicting pipeline and appurtenances, and obtain concurrence from the COUNTY's Engineer that the relocated pipeline will be clear of all planned work.

CITY and COUNTY agree that the relocation of CITY's facilities will be performed generally as follows:

CITY will install new 20" waterline within COUNTY's jurisdiction with its own or its contract forces.

COUNTY's contractor will install new 20" waterline within CITY's jurisdiction, with oversight by CITY's inspector, at COUNTY expense.

COUNTY's contractor will make all final connections of 20" waterline with strict full-time inspection by CITY inspector, at COUNTY expense.

COUNTY's contractor will install new 12" waterline, within both CITY and COUNTY jurisdictions, at COUNTY expense.

CITY's forces will make all final connections to 12" waterline, at COUNTY expense.

CITY's forces will temporarily relocate miscellaneous 12" waterline appurtenances within COUNTY jurisdiction due to conflict with temporary access road, at COUNTY expense.

CITY's forces will permanently relocate miscellaneous 12" waterline appurtenances within COUNTY jurisdiction once temporary access road is removed, at COUNTY expense.

COUNTY and CITY agree to fully cooperate to implement the required relocation of other CITY facilities which are in conflict with PROJECT to facilitate construction of PROJECT, all at COUNTY expense.

6. ADJUSTMENT OF CITY SEWER FACILITIES TO FINAL GRADE

CITY owns and operates sanitary sewer facilities within CITY's jurisdiction, including two sewer manholes, which must be modified and adjusted to final grade due to the scope of PROJECT.

COUNTY will adjust all surface sewer facilities to grade in accordance with approved PROJECT plans, in accordance with CITY standards at COUNTY expense.

CITY will cooperate with the COUNTY, provide engineering reviews and approvals and provide inspection of the work during construction upon request.

7. MODIFICATION OF ELECTRIC SERVICE TO TRAFFIC SIGNAL

CITY owns and maintains traffic signal and lighting facilities at the intersection of Magnolia Avenue and Buchanan Street.

COUNTY will modify the traffic signal and lighting, including the modification of electrical service. Said work shall be at COUNTY expense, in accordance with the approved PROJECT plans.

8. RELOCATION OF ELECTRIC AND WATER SERVICE TO LANDSCAPING

COUNTY owns and maintains landscaping within CITY and within PROJECT limits that will be removed and

replaced with new landscaping as part of PROJECT.

Electric and water service is currently provided by CITY. COUNTY will relocate electric and water services in accordance with approved PROJECT plans. Said work shall be at the expense of COUNTY, in accordance with standard CITY requirements.

9. RELOCATION AND MODIFICATIONS TO EXISTING CITY STREET LIGHTING

CITY owns and maintains existing street lighting within the median of Magnolia Avenue within PROJECT limits, and within CITY's jurisdiction.

COUNTY will relocate and modify existing street lighting at COUNTY's expense, in accordance with plans prepared by COUNTY's engineer and approved by CITY.

Existing street lights, poles and equipment shall be removed and disconnected by CITY, and removed from the PROJECT area. Said removals shall be coordinated with COUNTY's project so as to minimize the timeframe for removal of the light sources. COUNTY will include temporary lighting in its contract at locations determined to be critical for safety purposes.

Upon completion of PROJECT, CITY will own, maintain and operate the relocated street lighting, which shall include all street lighting east of the new overcrossing bridge structure.

10. ORNAMENTAL STREET LIGHTS

PROJECT improvements include the installation of ornamental street lights on the new overcrossing bridge.

The type, style and location of the ornamental street lights shall be in accordance with the PROJECT plans as approved by CITY. The type and style of the ornamental lights shall be agreed upon by COUNTY and CITY and consistent within both CITY and COUNTY jurisdictions.

COUNTY will own, maintain and operate the ornamental lights on the bridge structure within both CITY and COUNTY jurisdictions. COUNTY will obtain electric service for lights within COUNTY's jurisdiction from the Southern California Edison Company. COUNTY will obtain metered service for ornamental street lights within CITY's jurisdiction from CITY at COUNTY's expense.

Operation of COUNTY owned ornamental lighting within CITY's jurisdiction will be performed at the sole expense of the COUNTY. CITY shall, upon application by COUNTY, issue an encroachment permit to COUNTY for such maintenance and operation activities as may be required as described herein, as a single

1 permit that shall be valid for as long as the lighting is within the jurisdiction of CITY, and no additional
2 entitlement or permit shall be required by COUNTY.

3 **11. MAINTENANCE OF PROJECT IMPROVEMENTS**

4 Upon completion of PROJECT construction, COUNTY will operate and maintain, at COUNTY's cost, any part
5 of PROJECT located outside of the CITY's jurisdictional boundaries. In addition, COUNTY will operate and
6 maintain certain PROJECT improvements located within the CITY Boundaries, which include:

- 7 • A detention basin and related culverts installed under the PROJECT bridge for compliance with
8 NPDES regulations.
- 9 • A structural enclosure constructed near the east abutment to minimize vandalism and vagrancy.
- 10 • Landscaping constructed for the PROJECT that is located on the west side of Buchanan Street.
- 11 • The bridge structure
- 12 • Ornamental Lighting that is incorporated into the bridge structure.

13 A drawing depicting the above items is attached hereto as Exhibit "B", attached hereto and incorporated by
14 this reference.

15 **12. INSURANCE**

16 For the period during which COUNTY or its contractor(s) controls the job site, COUNTY will provide, or cause
17 to be provided, for the entire period of construction, a policy of worker's compensation insurance and
18 comprehensive general liability insurance or self-insurance with coverage broad enough to include the
19 contractual obligation it may have under the construction contract and having a combined single limit of
20 liability in the amount of \$2,000,000 covering CITY's officers, employees and agents as additional insured.

21 **13. FINANCIAL PARTICIPATION**

22 Financial participation shall be in accordance with the approximate costs as outlined in Exhibit "C", attached
23 hereto and incorporated by this reference. COUNTY agrees to fund one hundred percent (100%) of the cost
24 of relocation, which includes, but is not limited to, design, construction and inspection of CITY water facilities,
25 inasmuch as those facilities are within city limits of CITY or within a CITY easement to which CITY enjoys
26 superior property rights. COUNTY also agrees to fund one hundred percent (100%) of other City facilities that
27 must be relocated to accommodate the Project, except as specified herein.
28
29

CITY agrees to fund one hundred percent (100%) of the cost of relocation of CITY water facilities that are within the unincorporated area of the County of Riverside in which CITY does not enjoy superior rights

The CITY shall submit a final bill to COUNTY within 360 days after the completion of the work described herein and itemized in Exhibit C. COUNTY shall pay this bill within 45 days. The CITY shall maintain records of actual costs incurred and charged or allocated to the project in accordance with recognized accounting principles.

The final billing shall be in the form of an itemized statement of the total costs charged to the project. However, the COUNTY shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the CITY and approval of documentation by COUNTY, with such approval not to be unreasonably withheld.

COUNTY agrees to waive fees for encroachment permits, plan checking and inspections for work performed by CITY under this Agreement, as the PROJECT is of mutual benefit.

CITY agrees to waive fees for construction and/or street opening, plan checking and inspections for work performed by COUNTY under this Agreement, as the PROJECT is of mutual benefit. This waiver shall not apply to work performed by the City's Public Utilities Department or Sewer division of the Public Works Department. The COUNTY agrees to pay all such fees for plan checking and inspections for work performed by these departments.

COUNTY agrees to pay fees for new electric services as required by the CITY's Electric Department, in accordance with CITY's standard fee schedule.

COUNTY agrees to pay fees for relocation of existing water and electric services as required by the CITY's Public Utilities' Department, in accordance with CITY's standard fee schedule.

All inspection costs, except as otherwise specified, incurred by CITY will be solely financed by CITY in accordance with this Agreement.

14. BUY AMERICA PROVISIONS

For all work performed at the expense of COUNTY, COUNTY and CITY agree to comply and to require their contractors to comply with the "Buy America" requirements set forth in the Intermodal Surface Transportation Efficiency Act of 1991(ISTEA) Sections 1041(a) and 1048(a), 23 U.S.C.313 and C.F.R. Part 635.410, and

Moving Ahead for Progress in the 21st Century (MAP-21) amendments to ISTEA as of October 1, 2012, which are incorporated into this Agreement by reference, and which require that all steel and iron products, and their coatings, used in any projects with NEPA clearance be produced in the United States, unless a waiver has been granted by Federal Highway Administration (FHWA) or the product is subject to a general waiver.

CITY shall indemnify and defend COUNTY for any claims or liability arising out of the CITY's failure to comply with the "Buy America" requirement.

COUNTY shall indemnify and defend CITY for any claims or liability arising out of the COUNTY's failure to comply with the "Buy America" requirement.

15. GENERAL PROVISIONS

15.1 Defense Obligation. Each party agrees, at its cost and expense, to promptly defend the other party, and the other party's employees, officers, managers, agents and council/board members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with the performance of work, activities, operations, or duties of the indemnifying party, or of anyone employed by or working under the indemnifying party, or 2) any breach of the Agreement by the indemnifying party. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. The indemnifying party agrees to provide this defense immediately upon written notice from the party to be indemnified, and with well qualified, adequately insured and experienced legal counsel acceptable to the party to be indemnified. The indemnifying party shall require all of its contractors performing work as referenced in this Agreement to comply with the provision. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of the indemnifying party and shall survive the termination of this Agreement.

15.2 Indemnity and Contractor's Insurance. Except as to the sole negligence, active negligence or willful misconduct of the party to be indemnified, the indemnifying party agrees to indemnify, protect and hold

1 harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial,
2 administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert
3 fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual,
4 threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable
5 to, or are in any manner connected with the performance of the work, activities, operations or duties of the
6 Consultant, or anyone employed by or working under the indemnifying party or for services rendered to the
7 indemnifying party in the performance of this Agreement, notwithstanding that the party to be indemnified may
8 have benefited from its work or services. This indemnification provision shall apply to any acts, omissions,
9 negligence, recklessness, or willful misconduct, whether active or passive, on the part of the indemnifying
10 party or anyone employed or working under the indemnifying party. The indemnifying party shall require all of
11 its contractors performing work as referenced in this Agreement to comply with the provision. The
12 indemnifying party shall require all of its contractors performing work as referenced in this Agreement to carry
13 insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the
14 subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without
15 limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and
16 Omissions, and Automobile liability. Upon the other party's request, the indemnifying party shall provide the
17 requesting party with satisfactory evidence that Contractors have obtained insurance policies and coverages
18 required by this section. Said policies shall be in the usual form of commercial general and automobile
19 liability insurance policies, but shall include the following provision: "It is agreed that the [name of indemnified
20 party] and its officers, employees and agents, are added as additional insureds under this policy, solely for
21 work done by and on behalf of the named insured for the [name of indemnified party].

22 15.3 NO THIRD PARTY RIGHTS. Nothing in the provisions of this Agreement is intended to create duties
23 or obligations to or rights in third parties not party to this Agreement or affect the legal liability of either party to
24 the Agreement by imposing any standard of care with respect to the maintenance of roads different from the
25 standard of care imposed by law.

26 15.4 ENTIRE AGREEMENT. This Agreement and the exhibits herein contain the entire agreement
27 between the parties, and are intended by the parties to completely state the agreement in full. Any
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29

1 agreement or representation respecting the matters dealt with herein or the duties of any party in relation
2 thereto, not expressly set forth in this agreement, is null and void.

3 15.5 ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made
4 in writing and signed by both parties and no oral understanding or Agreement not incorporated herein shall be
5 binding on either party hereto.

6 15.6 SEVERABILITY. Each provision, term, condition, covenant and /or restriction in this Agreement shall
7 be considered severable. In the event that any provision, term, condition, covenant and/or restriction, or part
8 thereof is declared invalid, unconstitutional or void for any reason, such provision or part thereof shall be
9 severed from this Agreement and shall not affect the remainder of the Agreement, which shall continue in full
10 force and effect.

11 15.7 COUNTERPARTS. This Agreement may be executed in one or more counterparts and when a
12 counterpart shall have been signed by each party hereto, each shall be deemed an original, but all of which
13 constitute one and the same instrument.

14 15.8 RECORDS RETENTION. The COUNTY and CITY shall retain or cause to be retained for audit for a
15 period of three (3) years from the date of final payment, all records and accounts relating to the PROJECT.

16 15.9 GENERAL COMPLIANCE WITH LAWS. COUNTY and CITY shall keep fully informed of federal,
17 state and local laws and ordinances and regulations which in any manner affect those employed by COUNTY
18 and CITY, or in any way affect the performance of services by either party pursuant to this
19 Agreement. COUNTY and CITY shall at all times observe and comply with all such laws, ordinances and
20 regulations, and shall be solely responsible for any failure to comply with all such laws, ordinances and
21 regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and
22 regulations. COUNTY and CITY represent and warrant that they have obtained all necessary licenses to
23 perform the work hereunder and that such licenses' are in good standing. COUNTY and CITY further
24 represent and warrant that the services provided herein shall conform to all ordinances, policies and practices
25 of the applicable jurisdictions.

26 15.10 VENUE. Any action at law or in equity brought by either of the parties hereto for the purpose of
27 enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in
28

the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

15.11 NOTICES. All notices permitted or required under this Agreement shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Such notices shall be mailed or otherwise delivered to the addresses set forth below, or at such other address as respective parties may provide in writing for this purpose:

COUNTY

Director of Transportation and Land Management

COUNTY of Riverside • Transportation Department

4080 Lemon Street, 8th Floor

Riverside, CA 92502

CITY

Public Works Director / City Engineer

City of Riverside

3900 Main Street, 4th Floor

Riverside, CA 92522

Riverside Public Utilities, General Manager

City of Riverside

3750 University Avenue, 3rd Floor

Riverside, CA 92501

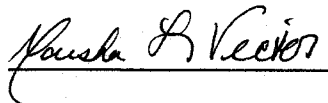
Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address.

APPROVALS

COUNTY Approvals

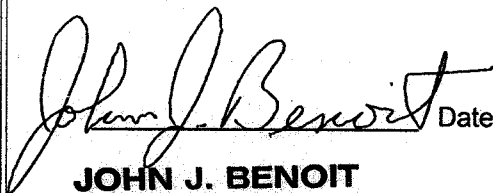
APPROVED AS TO FORM:

PAMELA J. WALLS, COUNTY COUNSEL

 Dated: 5/30/13

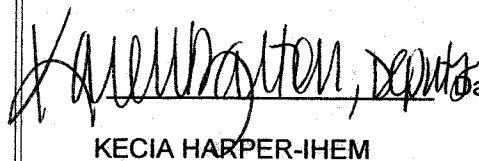
Deputy County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

 Dated: JUN 04 2013
JOHN J. BENOIT
PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

 Dated: JUN 04 2013
KECIA HARPER-IHEM

Clerk of the Board (SEAL)

CITY OF RIVERSIDE Approvals

APPROVED AS TO FORM:

_____ Dated: _____

Deputy City Attorney

APPROVAL BY CITY COUNCIL:

_____ Dated: _____

ATTEST:

_____ Dated: _____

City Clerk

(SEAL)

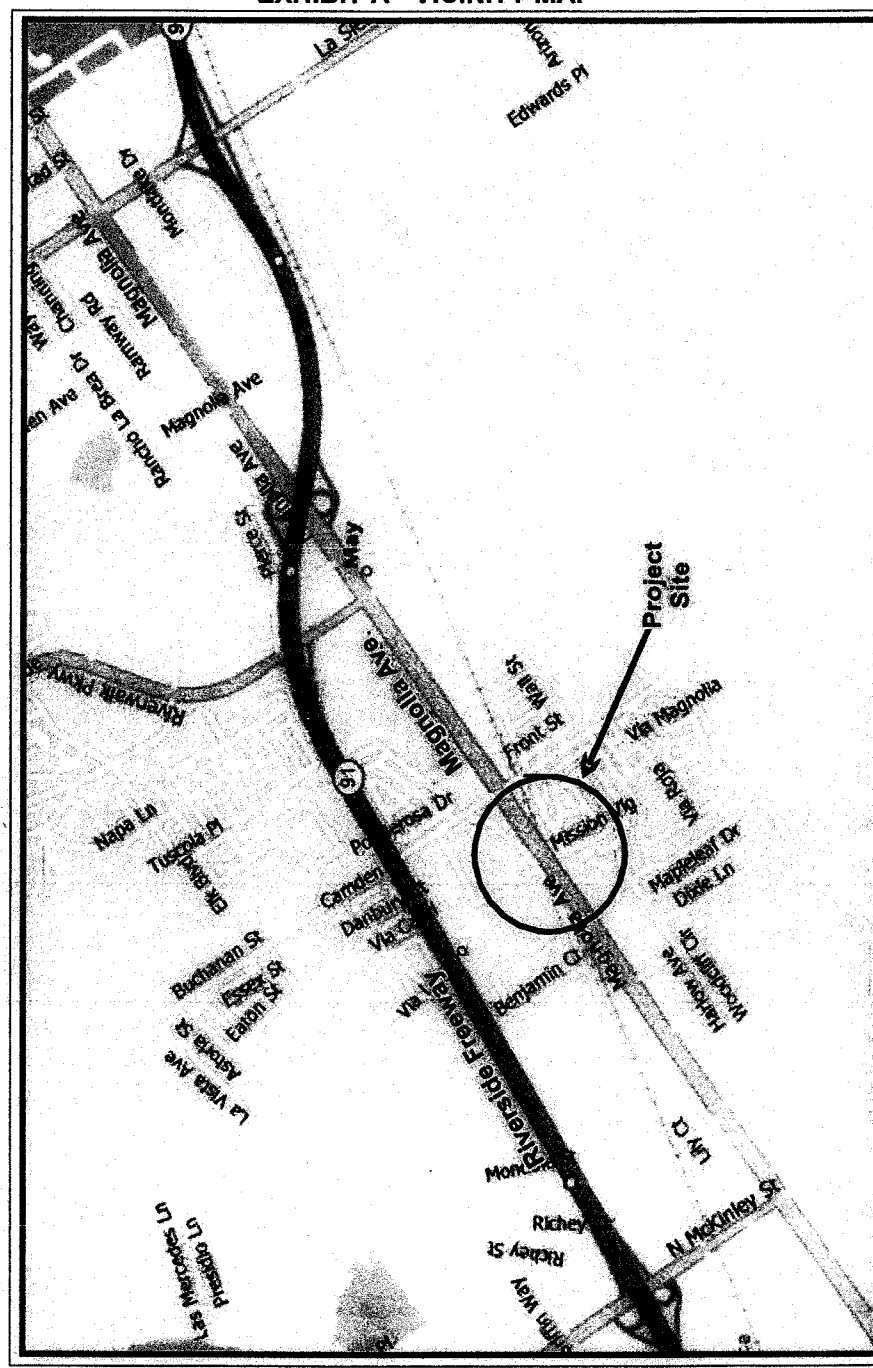


EXHIBIT B • MAINTENANCE EXHIBIT

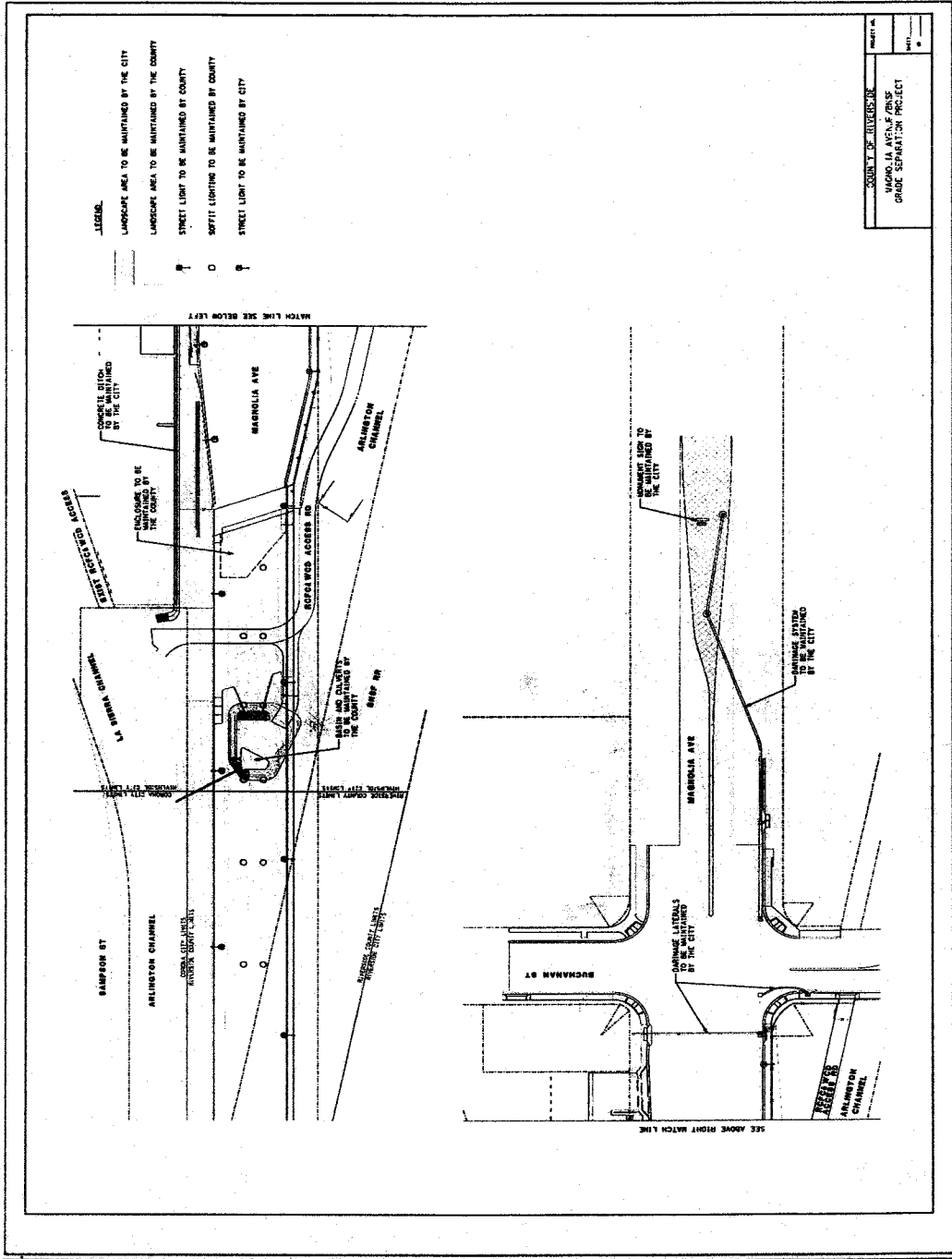


EXHIBIT C • COST ESTIMATE

Item	Unit	Number	Unit Cost	Total Estimate	County Cost	City Cost
Relocation of 20" City Water Pipeline	LF	2,200	\$ 780.00	1,713,600.00	292,400.00	1,421,200.00
Relocation of 12" City Water Pipeline	LF	535	\$ 490.00	262,150.00	262,150.00	0.00
Relocate Miscellaneous 12" City Water Pipeline Appurtenances	LS			87,300.00	87,300.00	0.00
Adjustment of City Sewer Manhole Facilities				4,000.00	4,000.00	
Modification of Electric Service to City Signal (Magnolia Ave. & Buchanan)				1,000.00	1,000.00	
Modification of Existing City Street Lighting				20,000.00	20,000.00	
Construction of New Ornamental Street Lighting within City				50,000.00	50,000.00	
Modification of Electric Service to Landscaping within City				2,000.00	2,000.00	
Modification of Water Service to Landscaping within City				3,000.00	3,000.00	
Sub-Total				2,143,050.00	721,850.00	1,421,200.00
Construction Contingency	10.0%			214,305.00	72,185.00	142,120.00
Total Estimated Cost				2,357,355.00	794,035.00	1,563,320.00

34% 66%

Notes:

EXHIBIT D • WATERLINE RELOCATION

