

REIMBURSEMENT AGREEMENT

CITY OF RIVERSIDE

(Traffic Signal Installation at Watkins Drive and Big Springs Road)

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2020, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City") and the REGENTS OF THE UNIVERSITY OF CALIFORNIA, California non-profit educational institution ("UCR") with reference to the following facts:

RECITALS

- A. UCR is constructing an approximately 1,200 space parking structure on its main campus which will be accessible via Big Springs Road;
- B. The City and UCR have identified the need to install a traffic signal at Watkins Drive and Big Springs Road ("Project");
- C. The City and UCR desire to partner together to design, administer, and construct the Project; and
- D. This Agreement defines specific terms, conditions, and funding responsibilities between the City and UCR for the Project.

NOW THEREFORE, the Parties hereto agree as follows:

1. **Work.** The Work shall consist of all entitlements including any applicable California Environmental Quality Act (CEQA) documentation and construction required to complete the traffic signal installation at Watkins Drive and Big Springs Road to City specifications. The Work includes, but is not limited to: all design, engineering, plans, estimates, materials, supplies, Utilities, labor, construction, inspection, and other services, as required by any CEQA, UCR or City approvals.

a. **City's Responsibilities.** The City is solely responsible to obtain, perform, or provide all aspects of the Work, including but not limited to: traffic signal plan design; pot holing and utility coordination; contract administration; entitlements including applicable CEQA documentation, bidding/hiring of any contractors; management of any contractors; liability for installation of the traffic signal and its associated improvements; public works inspection of the signal; and traffic signal maintenance staff for traffic signal turn-on.

b. **UCR's Responsibilities.** UCR shall fully fund the construction costs as provided in section 3 of this Agreement.

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until the Project is complete, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation.** Within thirty (30) days of receiving a letter from the City documenting bidding results, UCR shall concur with bid results by depositing funds with the City in the amount of the accepted bid, plus 10 percent contingency for construction costs. The estimate is Three Hundred Twenty Thousand Dollars (\$320,000). If UCR does not concur with bid results, the City shall rebid the project. The City shall fund entitlements, including applicable CEQA documentation. The City shall keep accurate records of costs expended for the Work and provide a copies to UCR. Within thirty (30) days of the City's acceptance of the Work as completed, the City shall remit any unused balance to UCR. This compensation shall not be increased beyond the amount described in the bidding results letter, without a signed agreement in writing by the City and UCR.

4. **Competitive Bidding of Work.** The City shall solicit competitive bids for construction of the Work and in accordance with the competitive bidding procedures for public works projects undertaken.

5. **Construction of the Work.** The City shall construct and inspect the Work in accordance with any approved plans prepared by the City. The Project shall be completed within one year of the date of final execution of this Agreement.

6. **Compliance with Applicable Law.** The City shall require that it's contractors comply with all federal, state, and local laws and regulations, including without limitation, building, plumbing, mechanical and electrical codes, and provisions of the City's municipal code, as applicable to construction of the Work in accordance with approved plans.

7. **Contractors.** The contractor(s) that the City employs to construct the Work shall be duly licensed, insured and bonded.

8. **Notices.** Service of any notices, bills, invoices or other documents required or permitted under this agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

City

City of Riverside
Kris Martinez
Public Works Director
3900 Main Street, 4th Floor
Riverside, CA 92522
(951) 826-5311

UCR

University of California, Riverside
Gerry Bomotti, Vice Chancellor of Planning,
Budget & Administration
900 University Ave.
Riverside, CA 92521
(951) 827-7310

9. **Nondiscrimination.** Except as provided in Section 12940 of the California Government Code, the Parties shall not discriminate on the grounds of race, religious creed, color,

national origin, ancestry, age, physical handicap, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation, genetic information, gender, gender identity, or gender expression, veteran or military status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment. Contractor shall also comply with the requirements of the Americans with Disabilities Act in the performance of the Agreement.

10. Defense Obligation. UCR agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "City 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: 1) the Services, work, activities, operations, or duties of UCR, or of anyone employed by or working under UCR, or 2) any breach of the Agreement by UCR. 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 City Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that City Parties to be Defended are responsible, in part, for any loss, damage or injury. UCR agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of UCR and shall survive the termination of this Agreement.

City agrees, at its cost and expense, to promptly defend the UCR, and the UCR's employees, officers, managers, agents and Board Members (collectively the "UCR 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: 1) the Services, work, activities, operations, or duties of the City, or of anyone employed by or working under the City, or 2) any breach of the Agreement by the City. 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 UCR Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the UCR Parties to be Defended are responsible, in part, for any loss, damage or injury. City agrees to provide this defense immediately upon written notice from the UCR, and with well qualified, adequately insured and experienced legal counsel acceptable to UCR. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of the City and shall survive the termination of this Agreement.

11. Indemnity. Except as to the sole negligence or willful misconduct of the City, UCR agrees to indemnify, protect and hold harmless the City and the City's employees, officers, managers, agents, and council members ("City Indemnified Parties") from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of this Agreement, or anyone employed by or working under UCR or for services rendered to UCR in the performance of this Agreement, notwithstanding

that the City may have benefited from its work or services, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UCR, its officers, agents, or employees. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of UCR or anyone employed or working under UCR.

Except as to the sole negligence or willful misconduct of the UCR, City agrees to indemnify, protect and hold harmless the UCR and the UCR's employees, officers, managers, agents, and Board Members ("UCR Indemnified Parties") from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of this Agreement, or anyone employed by or working under the UCR or for services rendered to the City in the performance of this Agreement, notwithstanding that the UCR may have benefited from its work or services, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the City, its officers, agents, or employees. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the City or anyone employed or working under the City.

12. Waiver. No action or failure to act by the City and/or UCR shall constitute a waiver of any right or duty afforded the parties under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be otherwise agreed in writing.

13. Amendments. This Agreement may be modified or amended only by a written agreement executed by the UCR and the City.

14. Time of Essence. Time is of the essence for each and every provision of this Agreement.

15. Severability. Each paragraph and provision of this Agreement is severable from each and every other paragraph and provision, and if any paragraph, provision or part thereof is declared invalid, the remaining paragraphs and provisions shall nevertheless remain in full force and effect.

16. Authority. The individuals executing this agreement and the instruments referenced herein on behalf of the Parties each represent and warrant that they have the legal power, right and actual authority to bind the Parties to the terms and conditions hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

REGENTS OF THE UNIVERSITY OF CALIFORNIA, California non-profit educational institution

City Manager

DocuSigned by:
Gerry Bomotti
CF000272705142F

Gerry Bomotti

ATTEST:

Printed Name
Vice Chancellor, Planning, Budget
& Administration

Title

City Clerk

APPROVED AS TO FORM:



Deputy City Attorney