

**REIMBURSEMENT AGREEMENT**

**Design, Contract Administration, and Construction of Arlington Desalter Wells 3 and 4  
Pump-to-Waste Modifications and Collett Avenue Extension**

**WESTERN MUNICIPAL WATER DISTRICT**

This Reimbursement Agreement (“Agreement”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF RIVERSIDE, a California charter city and a municipal corporation (“City”) and WESTERN MUNICIPAL WATER DISTRICT, a public agency (“WMWD”). Hereinafter, the City and the WMWD may be referred to collectively as the “Parties.”

**RECITALS**

- A. The City desires to widen a 2.4 mile section of Magnolia Avenue between Buchanan Street and Banbury Drive within the existing medians to accommodate a third travel lane in each direction to the State Route 91 freeway ramps. The City improvements within the existing medians will require modifications to the WMWD Arlington Desalter Wells 3 and 4 Pump-to-Waste facilities.
- B. WMWD desires to partner with the City to design, administer, and construct the improvements to the Arlington Desalter Wells 3 and 4 Pump-to-Waste Modifications as described in Exhibit “A” attached hereto and incorporated herein by reference (“Project”).
- C. This Agreement defines specific terms, conditions, and funding responsibilities between the City and the WMWD for the Project.
- D. WMWD and the City further desire to reconcile outstanding WMWD charges from a previous project entitled Collett Avenue Extension from Buchanan Street to Pierce Street (Collett Avenue Extension).

NOW THEREFORE, in consideration of the mutual covenants, promises and representations herein, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

- 1. **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.
- 2. **Work.** The work shall consist of the construction and administration of the Project, pursuant to a City-administered construction contract, in accordance with WMWD’s improvement plans (“Work”). The Work includes but is not limited to: all design, engineering, plans, estimates, materials, supplies, utilities, labor, construction, administration, inspection, and other services or things.

**3. WMWD Responsibilities**

- a. To fully fund the construction of the Project in an estimated total amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) in accordance with the construction cost estimate attached hereto as Exhibit “B” and incorporated herein by reference and in accordance with the procedures for compensation as set forth in Section 5 below. WMWD shall provide the City with final improvement plans for the construction of the Project, prior to the City advertising the Project for competitive bids.
- b. WMWD shall reimburse the City for actual Work performed as more particularly described in Section 5 below.
- c. Upon the receipt of an invoice prepared in accordance with this Agreement, WMWD shall reimburse City within thirty (30) days, as its fiscal procedures permit, for eligible, allowable costs incurred.

**4. City Responsibilities**

- a. Prepare a Project Implementation Schedule and submit schedule to WMWD after the execution of this Agreement and prior to beginning the Work on the Project.
- b. Advertise, award and administer a public works construction contract for the Project as described in Exhibit “A” to be constructed in accordance with WMWD’s improvement plans, and in accordance with the Project Implementation Schedule
- c. Furnish WMWD with a construction schedule which shall show the order, dates and locations in which City or City's contractor proposes to carry out the various parts of the Work, including estimated start and completion dates.
- d. Construct or cause to be constructed, the Project pursuant to a City administered construction contract and in accordance with WMWD’s improvement plans.
- e. Upon completion of the Work, WMWD will inspect and test the Project. WMWD shall have access to the Work site at all times to conduct any tests or inspections. Any deficiencies in the Work shall be corrected by City or City’s contractor at its sole cost, except that the City shall not be responsible for deficiencies caused by errors or omissions in WMWD’s improvement plans nor shall any additional work requested by WMWD be considered a deficiency under this Section. Upon completion of the Work, to the satisfaction of WMWD, the Project shall be presented to WMWD for acceptance. Said acceptance by WMWD shall be conditioned upon the following: (i) approval by WMWD of the construction and installation of the Project; (ii) acceptance of title and ownership of the Project by WMWD; and (iii) development and recordation of any property interest, if applicable, to document the location and ownership of the Project. WMWD shall accept the Project if it determines that it was constructed in accordance with approved plans, specifications and contract documents, that it operates

satisfactorily, and that all other requirements of this Agreement have been satisfied. Upon acceptance of the Project, City shall assign to WMWD all of City's rights and remedies, including warranties, as set forth in the approved contract documents.

5. **Compensation.** WMWD agrees to reimburse the City the estimated total amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) to construct the Project, to be paid in monthly installments as set forth herein ("Project Estimate") minus the amount of Twenty-Eight Thousand Twenty-Three Dollars and Ten Cents (\$28,023.10) owed to WMWD by the City for the completion of Collett Avenue Extension, as described in the letter attached hereto as Exhibit "C" and incorporated herein by reference. In the event City anticipates that the cost of the Project will exceed the Project Estimate, City shall notify WMWD and request WMWD's consent prior to incurring costs in excess of the Project Estimate, which consent shall not be unreasonably denied or delayed. Prior consent from WMWD shall not be required where WMWD requests the City to perform additional work. The City shall keep accurate Project and accounting records of the costs for the Project and said records shall be provided with Project deliverables as reasonably required. Invoices submitted to WMWD under this Agreement shall contain information as stated below:

- a. No more than monthly, City shall submit an invoice to WMWD, with supporting documents, by the tenth day of the following month for actual Work performed.
- b. The invoice shall include, but is not limited to, the following information: Name of Project, description of services provided, time period of the services performed, total cost incurred, and percentage of completion. The invoice shall also include certified payroll documentation if applicable and as required by the State of California, Department of Industrial Relations. Notwithstanding the foregoing, City shall be solely responsible for compliance with applicable prevailing wage requirements.

6. **Reimbursement Agreement No Debt or Liability of City.** This Reimbursement Agreement does not constitute a debt or liability of the City, other than as provided in Section 5, above. No member of the City Council of the City and no officer, employee or agent of the City shall to any extent be personally liable hereunder.

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

8. **Construction of the Work.** City shall construct the Work in accordance with any approved plans prepared by WMWD.

9. **Compliance with Applicable Law.** City shall require that its 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, applicable to construction of the Work in accordance with approved plans.

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

11. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City  
Public Works Department  
City of Riverside  
Attn: Public Works Director  
3900 Main Street - 4th Floor  
Riverside, CA 92522

To WMWD  
Western Municipal Water District  
Attn: Derek Kawaii  
Director of Engineering  
14205 Meridian Parkway  
Riverside, CA 92518

12. **Nondiscrimination.** Except as provided in Section 12940 of the California Government Code, City and WMWD 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, 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.

13. **Defense Obligation.** WMWD 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 Work, activities, operations, or duties of the WMWD, or of anyone employed by or working under the WMWD, or 2) any breach of the Agreement by the WMWD. 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 the City Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. WMWD 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 WMWD and shall survive the termination of this Agreement.

City agrees, at its cost and expense, to promptly defend the WMWD, and the WMWD's employees, officers, managers, agents and board members (collectively the "WMWD 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 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 WMWD Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the WMWD Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. City agrees to provide this defense immediately upon written notice from the WMWD, and with well qualified, adequately insured and experienced legal counsel acceptable to WMWD. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of City and shall survive the termination of this Agreement.

14. **Indemnity.** Except as to the sole negligence or willful misconduct of the City, WMWD 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 the WMWD or for services rendered to WMWD in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the WMWD or anyone employed or working under the WMWD.

Except as to the sole negligence or willful misconduct of the WMWD, City agrees to indemnify, protect and hold harmless the WMWD and the WMWD's employees, officers, managers, agents, and Board Members ("WMWD 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 WMWD or for services rendered to City in the performance of this Agreement, notwithstanding that the WMWD may have benefited from its work or services. 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.

15. **Waiver.** No action or failure to act by the City and/or WMWD 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.

16. **Amendments.** This Agreement may be modified or amended only by a written agreement executed by the WMWD and City.

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

18. **Termination.** City and WMWD, upon ninety (90) days' written notice, shall each have the right to terminate this Agreement at any time. In the event of such termination, City will submit City's final written statement of the amount of City's responsibilities completed as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete. In ascertaining the work actually rendered through the termination date, City shall consider completed Work, Work in progress and complete and incomplete reports and other documents only after delivered to City.

19. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court of California, County of Riverside and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

20. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

21. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of WMWD and City each represent and warrant that they have the legal power, right and actual authority to bind WMWD and City to the terms and conditions hereof and thereof.

22. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

23. **Interpretation.** City and WMWD acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise. This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

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

CITY OF RIVERSIDE, a  
California charter city and  
municipal corporation

WESTERN MUNICIPAL WATER  
DISTRICT, a public agency

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Name:  
Title:

Attest:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Name:  
Title:

Approved as to form:

By:   
Chief Assistant City Attorney

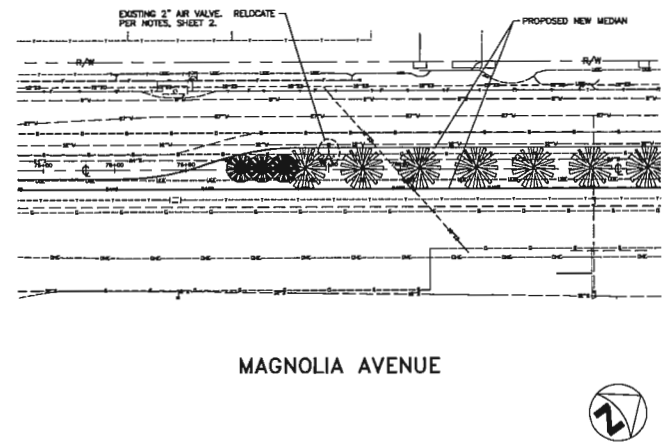
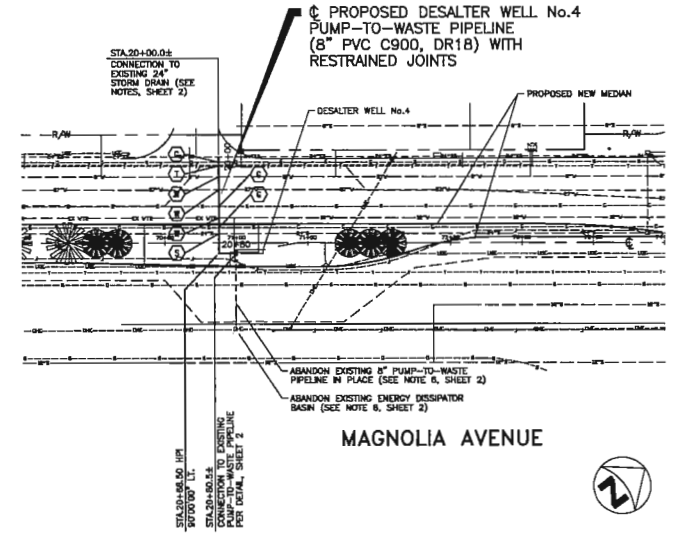
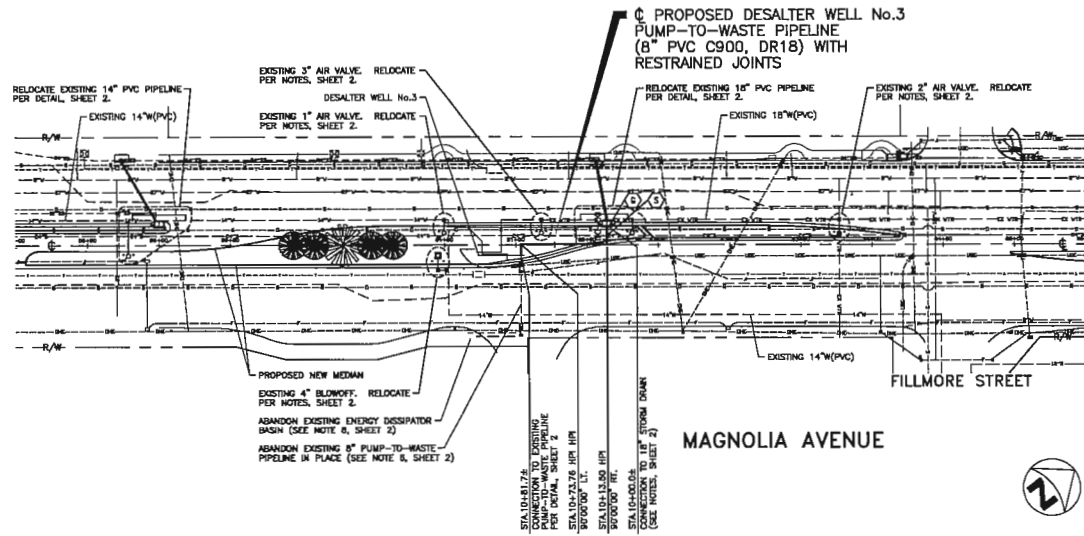
**Exhibit A**

**Project**









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Underground Service Alert

TWO WORKING DAYS BEFORE YOU DIG



**KRIEGER & STEWART**  
 Engineering Consultants  
 3623 University Avenue • Riverside, CA 92501  
 www.kriegerandstewart.com • 951-684-6900

APPROVED BY: [Signature]  
 REGISTERED ENGINEER No. 65367 DATE 03/06/19

DESIGNED BY: SS	DATE 03/06/19	APPR. DATE	REVISIONS
DRAWN BY: MNR	DATE 03/06/19	APPR. DATE	REVISIONS
CHECKED BY: CAK	DATE 03/06/19	APPR. DATE	REVISIONS

Western Municipal Water District

Approval:

Principal Engineer Date: \_\_\_\_\_  
 Project Manager Date: \_\_\_\_\_

**WESTERN MUNICIPAL WATER DISTRICT**

14205 MERIDIAN PARKWAY  
 RIVERSIDE, CA 92518  
 (951) 871-7100 (TDD) (951) 871-0668 (FAX)

**ARLINGTON DESALTER WELLS 3 AND 4  
 PUMP-TO-WASTE MODIFICATIONS**

PLAN

SCALE: 1"=40' HORIZ. N/A VERT. N/A

SHEET NO. 3

SHEET 3 OF 3 SHEETS

**Exhibit B**  
**Construction Cost Estimate**

**WESTERN MUNICIPAL WATER DISTRICT  
ARLINGTON DESALTER WELLS 3 AND 4  
PUMP-TO-WASTE MODIFICATIONS  
CONSTRUCTION COST ESTIMATE  
(BASED ON BID RESULTS DATED 10/11/2019)**

ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
Mobilization/Demobilization, Bonding and Insurance	1	LS	\$5,200.00	\$5,200
Prepare and submit a traffic control plan and implement approved traffic control plan including manpower & devices in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and City of Riverside requirements.	1	LS	\$15,200.00	\$15,200
Saw-cut, remove, and replace AC paving, temporary paving and base material in accordance with City of Riverside requirements.	120	LF	\$207.00	\$24,840
Furnish and Install 8" PVC C-900 (DR18) pipe with locating wire and restraints in accordance with the contract plans and specifications.	170	LF	\$269.00	\$45,730
Furnish and install eight (8) 8" ductile iron bends (two 11.25°, two 22.5°, two 45°, and two 90°) as required to avoid utility conflicts.	8	EA	\$1,860.00	\$14,880
Furnish and install connections to existing pump-to-waste piping (2) and storm drain (2).	4	EA	\$6,000.10	\$24,000
Abandon existing pump-to-waste pipelines and energy dissipator basins in accordance with the contract plans and specifications.	1	LS	\$18,000.00	\$18,000
Relocate existing 14" PVC pipeline, including all piping, fittings, restraints, and 2" air valve, in accordance with the contract plans and specifications.	1	LS	\$40,900.00	\$40,900
Relocate existing 18" PVC pipeline, including all piping, fittings, restraints, and 2" air valve, in accordance with the contract plans and specifications.	1	LS	\$44,600.00	\$44,600
Relocate existing 1" air valve in accordance with the contract plans and specifications.	1	EA	\$7,900.00	\$7,900
Relocate existing 2" air valve in accordance with the contract plans and specifications.	2	EA	\$10,500.00	\$21,000
Relocate existing 3" air valve in accordance with the contract plans and specifications.	1	EA	\$6,300.00	\$6,300
Relocate existing 4" blowoff in accordance with the contract plans and specifications.	1	EA	\$6,150.00	\$6,150
Potholing existing utilities.	20	EA	\$1,003.00	\$20,060
Surface restoration to match existing conditions.	1	LS	\$10,236.00	\$10,236
CONSTRUCTION SUBTOTAL:				\$304,996
CONSTRUCTION CONTINGENCY AND ADMINISTRATION @ 15%				\$45,749
CONSTRUCTION TOTAL:				\$350,746
<b>CONSTRUCTION COST TOTAL (ROUNDED):</b>				<b>\$350,000</b>

**Exhibit C**

**Letter re: Collett Extension Credit**

Craig D. Miller  
General Manager

Robert Stockton  
Division 1

Gracie Torres  
Division 2

Brenda Dennstedt  
Division 3

Donald D. Galleano  
Division 4

S.R. "Al" Lopez  
Division 5



Securing Your Water Supply

October 10, 2019

Edward Lara, P.E.  
Principal Civil Engineer  
City of Riverside  
Public Works Department  
3900 Main Street  
Riverside, CA 92522

### **COLLETT AVENUE EXTENSION PROJECT - INSPECTION**

Dear Mr. Lara,

The Collett Avenue Extension Project incurred significant delays and some engineering issues during construction. The originally quoted estimate for the inspection deposit required was \$18,600.00. This payment was received in full. Plan check deposit was estimated at \$2,500.00. This payment was received in full. Thus, total deposits received were \$21,100.00. The following items were identified as the main issues that caused project delays, in turn causing significant additional inspection costs.

- There was a significant amount of rock encountered that was unanticipated. The contractor hired by the City of Riverside (City) had equipment issues, which caused delays and additional time required to for the rock removal. Therefore, a significant amount of additional inspection time was required as well.
- Multiple leaks at weld locations were discovered during installation of the 30" water pipeline. The cause was determined to be a design issue. The design engineer hired by the City designed ductile iron pipe with welded steel shear rings. The resolution was to replace the ductile iron pipe with steel pipe. This required several meetings with Western staff and additional unforeseen inspection efforts.

Please note the original deposit amount is merely an estimate based on

anticipated effort. As can be seen there were significant issues and delays that were unforeseen and could not be anticipated.

Inspection reports are included in support of these items and numerous other issues that caused additional inspection time required. Total project costs incurred were \$49,890.42. There are Other Funds of \$767.32 remaining in work order 3559.9 from another City of Riverside project. These remaining funds will also be deducted from the Total Costs.

Total Costs	\$49,890.42
Total Deposits	(\$21,100.00)
Other Funds	<u>(\$767.32)</u>
Balance Due	\$28,023.10

If you have any questions, please contact me at (951) 571-7276 or by email at [tpatton@wmwd.com](mailto:tpatton@wmwd.com).



TERI PATTON  
Sr. Engineering Technician

TP