

COOPERATIVE AGREEMENT

Monroe Master Drainage Plan Line E, Stages 2 and 3, Line E-2 and Line E-5
Project Nos. 1-0-00073, -00074 and -00075

The Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", and the City of Riverside, hereinafter called "CITY", hereby agree as follows:

RECITALS

A. CITY has budgeted for and plans to design and construct certain flood control facilities. These flood control facilities will provide drainage improvements within the adjacent areas by collecting and conveying stormwater runoff to the District's existing Monroe Basin (also known as the Don Derr Park) located in the city of Riverside; and

B. These certain flood control facilities are identified in the DISTRICT'S Monroe Master Drainage Plan (MDP) and generally consist of the following segments:

i. Monroe MDP Line E, Stage 2 - approximately 4,300 lineal feet of underground storm drain system to be constructed within Gratton Street from Dufferin Avenue to the previously constructed Stage 1 facility at Lincoln Avenue, hereinafter called "LINE E-STAGE 2", as shown in concept in blue on Exhibit "A" attached hereto and made a part hereof;

ii. Monroe MDP Line E, Stage 3 - approximately 3,300 lineal feet of underground storm drain system to be constructed within Gratton Street from LINE E-STAGE 2 to Hermosa Drive, hereinafter called "LINE E-STAGE 3", as shown in concept in green on Exhibit "A";

iii. Monroe MDP Line E-2 - approximately 2,200 lineal feet of underground storm drain system to be constructed from the upstream terminus of LINE E-STAGE 3 and extending easterly within Hermosa Drive, hereinafter called "LINE E-2", as shown in concept in orange on Exhibit "A"; and

1 iv. Monroe MDP Line E-5 – approximately 1,400 lineal feet of underground
2 storm drain system to be constructed within Dufferin Avenue from the upstream terminus of LINE
3 E-STAGE 2 to Adams Street, hereinafter called "LINE E-5", as shown in concept in red on Exhibit
4 "A".

5 C. Portions of LINE E-STAGE 2, LINE E-STAGE 3, LINE E-2 and LINE E-5
6 that are greater than thirty-six inches (36") in diameter are hereinafter called "DISTRICT
7 DRAINAGE FACILITIES; and

8 D. Associated with the construction of DISTRICT DRAINAGE FACILITIES
9 is the construction of storm drain facilities that are thirty-six inches (36") or less in diameter,
10 various catch basins and connector pipes located within CITY rights of way, hereinafter called
11 "APPURTENANCES". Together, DISTRICT DRAINAGE FACILITIES and
12 APPURTENANCES are hereinafter called "PROJECT"; and

13 E. CITY desires that DISTRICT contribute funding for the design and
14 construction of PROJECT; and

15 F. DISTRICT wishes to support CITY'S efforts to construct PROJECT by
16 providing a financial contribution towards PROJECT'S design and construction along with the
17 associated administrative and right-of-way acquisition costs as set forth herein; and

18 G. DISTRICT'S contributions shall be as follows:

19 i. One hundred percent (100%) of the approved design proposal cost, not
20 to exceed seven hundred thirteen thousand four hundred eighty dollars (\$713,480) ("DESIGN
21 COST"), plus an additional twenty percent (20%) to offset CITY's administrative costs associated
22 with the preparation of the necessary plans and specifications to construct PROJECT for Task
23 Nos. 1-20 as shown on Exhibit "B" attached hereto and made a part hereof, not to exceed eight
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1 hundred fifty-six thousand one hundred seventy-six dollars (\$856,176) hereinafter called
2 "DESIGN CONTRIBUTION";

3 ii. One hundred percent (100%) of the environmental, geotechnical and
4 pothole services, collectively known as "OTHER DESIGN COSTS (ODC)" as shown on Exhibit
5 "B" Tasks 21-23, not to exceed three hundred thousand dollars (\$300,000), hereinafter called
6 "ODC CONTRIBUTION";

7
8 iii. One hundred percent (100%) of the lowest responsible bid contract price
9 ("CONSTRUCTION COSTS") as estimated on Exhibit "D" attached hereto and made a part
10 hereof, not to exceed nine million five hundred ninety-eight thousand four hundred ninety-five
11 dollars (\$9,598,495), hereinafter called "CONSTRUCTION CONTRIBUTION".
12 CONSTRUCTION CONTRIBUTION includes an eight hundred ten thousand dollar (\$810,000)
13 allocation for the relocation of any conflicting utilities ("UTILITY RELOCATION") as shown
14 on Exhibit "C" attached hereto and made a part hereof;

15
16 iv. One hundred percent (100%) of the actual costs (not to exceed appraised
17 value and estimated escrow and closing costs) for right of way acquisition, rights of entry and
18 temporary construction easements ("ACQUISITION COSTS") as set forth herein, hereinafter
19 called "ACQUISITION CONTRIBUTION"; and

20 H. Altogether, DESIGN CONTRIBUTION, ODC CONTRIBUTION,
21 CONSTRUCTION CONTRIBUTION and ACQUISITION CONTRIBUTION are hereinafter
22 called "TOTAL CONTRIBUTION"; and

23
24 I. TOTAL CONTRIBUTION shall not exceed twelve million six hundred
25 seventy-four thousand three hundred seventy dollars (\$12,674,370) which includes an additional
26 20% of the CONSTRUCTION CONTRIBUTION for construction contingencies, change orders,

1 survey, construction administration and Multiple Species Habitat Conservation Plan (MSHCP)

2 Fee; and

3 J. It is in the best interest of the public to proceed with the construction of
4 PROJECT at the earliest possible date; and

5 K. The purpose of this Agreement is to memorialize the mutual understandings
6 by and between DISTRICT and CITY with respect to funding, design, construction, inspection,
7 ownership, operation and maintenance of PROJECT.
8

9 NOW, THEREFORE, in consideration of the preceding recitals and the mutual
10 covenants hereinafter contained, the parties hereto mutually agree as follows:

11 SECTION I

12 CITY shall:

13 1. Pursuant to the California Environmental Quality Act (CEQA), act as Lead
14 Agency and assume responsibility for preparation, circulation and adoption of all necessary and
15 appropriate CEQA documents pertaining to the construction, operation and maintenance of
16 PROJECT.
17

18 2. Endeavor to award contract and begin construction of PROJECT within
19 thirty-six (36) months of execution of this Agreement.

20 3. Provide DISTRICT an opportunity to review and approve the PROJECT
21 engineering design cost proposal and associated design schedule. As PROJECT design
22 progresses, CITY shall update said design schedule as requested by DISTRICT.
23

24 4. Prepare or cause to be prepared, the necessary plans and specifications for
25 PROJECT, hereinafter called "IMPROVEMENT PLANS", in accordance with the applicable
26 DISTRICT and CITY standards, and submit to DISTRICT for its review and approval prior to
27 advertising PROJECT for construction bids.
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1 5. Obtain, at its sole cost and expense, all necessary permits, approvals, or
2 agreements required by any federal, state and local resource or regulatory agencies pertaining to
3 the construction, operation and maintenance of PROJECT. Such documents, hereinafter called
4 "REGULATORY PERMITS", may include, but are not limited to, a Section 404 permit issued
5 by the U.S. Army Corps of Engineers, a Section 401 Water Quality Certification issued by the
6 California Regional Water Quality Control Board (CRWQCB), a Section 1602 Streambed
7 Alteration Agreement issued by the California Department of Fish and Wildlife, and a National
8 Pollutant Discharge Elimination System Permit issued by the State Water Resources Control
9 Board or CRWQCB.
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11 6. Keep an accurate accounting of DESIGN COST, and include this accounting
12 when invoicing DISTRICT for payment of DESIGN CONTRIBUTION.
13

14 7. Invoice DISTRICT for fifty percent (50%) of DESIGN CONTRIBUTION
15 upon execution of this Agreement or upon DISTRICT'S approval of DESIGN COST and schedule
16 as set forth in Section I.3, whichever is later.

17 8. Prior to commencing a contract for PROJECT design, provide DISTRICT an
18 opportunity to review and approve all PROJECT engineering design and cost proposals and
19 regulatory permits.
20

21 9. Invoice DISTRICT for remainder of DESIGN CONTRIBUTION following
22 the signing of IMPROVEMENT PLANS by all parties.

23 10. Keep an accurate accounting of ODC, and include this accounting along with
24 a copy of each consultant's invoice(s) when invoicing DISTRICT for payment of ODC
25 CONTRIBUTION.

26 11. Invoice DISTRICT for ODC CONTRIBUTION on an as-needed basis.
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1 12. Obtain all necessary rights of way, rights of entry and temporary construction
2 easements necessary to construct, operate and maintain PROJECT.

3 13. Keep an accurate accounting of all ACQUISITION COSTS, and include this
4 accounting when invoicing DISTRICT for payment of ACQUISITION CONTRIBUTION as
5 provided herein.

6 14. Invoice DISTRICT for ACQUISITION CONTRIBUTION following award
7 of construction contract for PROJECT.

8 15. Advertise, award and administer a public works construction contract for
9 PROJECT at its sole cost and expense.

10 16. Prior to awarding a public works construction contract for PROJECT,
11 provide DISTRICT seven (7) calendar days following construction bid opening to review and
12 approve or reject bids for construction of PROJECT. DISTRICT may only reject bids found by
13 DISTRICT to be (i) unreasonably high, or (ii) unbalanced such that the burden of the overall
14 construction cost is unduly shifted upon construction of PROJECT. DISTRICT shall not
15 unreasonably withhold approval of contract.

16 17. Provide DISTRICT with written notice (Attention: Contract Administration
17 Section) that CITY has awarded a construction contract for PROJECT. The written notice shall
18 include the Contractor's actual bid amounts for PROJECT, setting forth the successful lowest
19 responsible bid contract price for PROJECT construction as set forth herein.

20 18. Prior to advertising PROJECT for construction, furnish DISTRICT with final
21 mylar IMPROVEMENT PLANS and upon receipt of DISTRICT'S payment of DESIGN
22 CONTRIBUTION as set forth in Sections I.7. and I.9., assign ownership of IMPROVEMENT
23 PLANS to DISTRICT.

1 19. Keep an accurate accounting of all CONSTRUCTION COSTS including
2 UTILITY RELOCATION, and include this accounting when invoicing DISTRICT for payment
3 of CONSTRUCTION CONTRIBUTION as provided herein.

4 20. Invoice DISTRICT (Attention: Chief of Design and Construction Division)
5 for CONSTRUCTION CONTRIBUTION at the time of providing written notice of the award of
6 a construction contract as set forth in Section I.17.

7 21. Prior to commencing PROJECT construction, schedule and conduct a
8 mandatory pre-construction meeting between CITY, CITY's engineer, CITY'S construction
9 manager, CITY'S construction contractor(s), DISTRICT and other affected entities. CITY shall
10 notify DISTRICT (Attention: Contract Administration Section) in writing of intent to start
11 construction at least twenty (20) days prior to conducting the pre-construction meeting.
12

13 22. Furnish DISTRICT, at the time of providing written notice of intent to start
14 construction as set forth in Section I.20, with a construction schedule which shall show the order
15 and dates in which CITY or CITY'S contractor proposes to carry on the various parts of work,
16 including estimated start and completion dates.
17

18 23. Construct or cause to be constructed, PROJECT pursuant to a CITY
19 administered construction contract, in accordance with IMPROVEMENT PLANS approved by
20 DISTRICT and CITY, and pay all costs associated therewith.

21 24. Inspect PROJECT construction or cause PROJECT'S construction to be
22 inspected by its construction manager.
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24 25. Furnish, or cause its construction manager to furnish, all construction survey
25 and materials testing services necessary to construct PROJECT in accordance with the approved
26 IMPROVEMENT PLANS and specifications.
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1 26. Grant DISTRICT, by execution of this Agreement, the right to enter upon
2 property owned or controlled by CITY where necessary and convenient for the purpose of gaining
3 access to, and performing inspection service for, the construction of PROJECT.

4 27. CITY shall also order the relocation of all other utilities installed by permit
5 or franchise within CITY rights of way which conflict with the construction of PROJECT and
6 which could be relocated at the utility company's expense.

7 28. Not permit any change to, or modification of, the DISTRICT and CITY
8 approved IMPROVEMENT PLANS that would result in a change of functionality or
9 maintainability of PROJECT without DISTRICT'S prior written permission and consent. Failure
10 to do so shall be deemed a material breach of this Agreement and shall authorize and constitute
11 authority for DISTRICT, at its sole discretion, to provide written notice to CITY that DISTRICT
12 is unable to a) perform its obligations hereunder, and or b) to accept responsibility for ownership,
13 operation and maintenance of DISTRICT DRAINAGE FACILITIES due, either in whole or in
14 part, to said breach of this Agreement.

15 29. Not allow CITY's construction contractor(s) to commence operations until
16 DISTRICT has been furnished with original certificate(s) of insurance and original certified
17 copies of endorsements and if requested, certified original policies of insurance including all
18 endorsements and any and all other attachments as required in this Section. Without limiting or
19 diminishing CITY'S construction contractor(s) obligation to indemnify or hold DISTRICT
20 harmless, CITY'S construction contractor(s) shall procure and maintain or cause to be maintained,
21 at its sole cost and expense, the following insurance coverages during the term of this Agreement:

22 A. Workers' Compensation:

23 If CITY'S construction contractor(s) has employees as defined by the State of
24 California, CITY'S construction contractor(s) shall maintain statutory Workers'
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1 Compensation Insurance (Coverage A) as prescribed by the laws of the State of
2 California. Policy shall include Employers' Liability (Coverage B) including
3 Occupational Disease with limits not less than \$1,000,000 per person per
4 accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT
5 and the County of Riverside, and, if applicable, to provide a Borrowed
6 Servant/Alternate Employer Endorsement.

7
8 B. Commercial General Liability:

9 Commercial General Liability insurance coverage, including but not limited to,
10 premises liability, unmodified contractual liability, products and completed
11 operations liability, personal and advertising injury, and cross liability coverage,
12 covering claims which may arise from or out of CITY'S construction
13 contractor(s) performance of its obligations hereunder. Policy shall name the
14 DISTRICT, the County of Riverside, its agencies, districts, special districts, and
15 departments, their respective directors, officers, Board of Supervisors,
16 employees, elected or appointed officials, agents or representatives as additional
17 insureds. Policy's limit of liability shall not be less than \$2,000,000 per
18 occurrence combined single limit. If such insurance contains a general aggregate
19 limit, it shall apply separately to this Agreement or be no less than two (2) times
20 the occurrence limit.

21
22 C. Vehicle Liability:

23 If CITY'S construction contractor(s) vehicles or mobile equipment are used in
24 the performance of the obligations under this Agreement, then CITY'S
25 construction contractor(s) shall maintain liability insurance for all owned, non-
26 owned or hired vehicles so used in an amount not less than \$1,000,000 per
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1 occurrence combined single limit. If such insurance contains a general aggregate
2 limit, it shall apply separately to this Agreement or be no less than two (2) times
3 the occurrence limit. Policy shall name the DISTRICT and the County of
4 Riverside, its agencies, districts, special districts, and departments, their
5 respective directors, officers, Board of Supervisors, employees, elected or
6 appointed officials, agents or representatives as additional insureds.

7
8 D. Professional Liability:

9 CITY'S consultant(s), shall maintain Professional Liability Insurance providing
10 coverage for CITY'S consultant(s) performance of work included within this
11 Agreement, with a limit of liability of not less than \$2,000,000 per occurrence
12 and \$4,000,000 annual aggregate. If CITY'S consultant(s) Professional Liability
13 Insurance is written on a claims made basis rather than an occurrence basis, such
14 insurance shall continue through the term of this Agreement and CITY'S
15 consultant(s) shall purchase at his sole expense either 1) an Extended Reporting
16 Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a
17 new insurer with a retroactive date back to the date of, or prior to, the inception
18 of this Agreement; or 3) demonstrate through Certificates of Insurance that
19 CITY'S consultant(s) has maintained continuous coverage with the same or
20 original insurer. Coverage provided under items: 1), 2) or 3) will continue as
21 long as the law allows.
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23
24 E. General Insurance Provisions – All Lines:

- 25 a. Any insurance carrier providing insurance coverage hereunder shall be
26 admitted to the State of California and have an A.M. BEST rating of not
27 less than an A: VIII (A: 8) unless such requirements are waived, in writing,
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1 by the County Risk Manager. If the County Risk Manager waives a
2 requirement for a particular insurer such waiver is only valid for that
3 specific insurer and only for one policy term.

4 b. CITY'S construction contractor(s) must declare insurance self-insured
5 retention for each coverage required herein. If any such self-insured
6 retention exceeds \$500,000 per occurrence each such retention shall have
7 the prior written consent of the County Risk Manager before the
8 commencement of operations under this Agreement. Upon notification of
9 self-insured retention deemed unacceptable to the DISTRICT, and at the
10 election of the County Risk Manager, CITY'S construction contractor(s)
11 carriers shall either: 1) reduce or eliminate such self-insured retention with
12 respect to this Agreement with DISTRICT, or 2) procure a bond which
13 guarantees payment of losses and related investigations, claims
14 administration, and defense costs and expenses.

15
16 c. CITY'S construction contractor(s) or consultant(s) shall cause their
17 insurance carrier(s) to furnish DISTRICT with 1) a properly executed
18 original certificate(s) of insurance and certified original copies of
19 endorsements effecting coverage as required herein; and 2) if requested to
20 do so orally or in writing by the County Risk Manager, provide original
21 certified copies of policies including all endorsements and all attachments
22 thereto, showing such insurance is in full force and effect. Further, said
23 certificate(s) and policies of insurance shall contain the covenant of the
24 insurance carrier(s) that a minimum of thirty (30) days written notice shall
25 be given to the DISTRICT prior to any material modification, cancellation,
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1 expiration or reduction in coverage of such insurance. If CITY'S
2 construction contractor(s) insurance carrier(s) policies does not meet the
3 minimum notice requirement found herein, CITY'S construction
4 contractor(s) shall cause CITY'S construction contractor(s) insurance
5 carrier(s) to furnish a thirty (30) day Notice of Cancellation Endorsement.
6 In the event of a material modification, cancellation, expiration or
7 reduction in coverage, this Agreement shall terminate forthwith, unless
8 DISTRICT receives, prior to such effective date, another properly executed
9 original certificate of insurance and original copies of endorsements or
10 certified original policies, including all endorsements and attachments
11 thereto, evidencing coverages set forth herein and the insurance required
12 herein is in full force and effect. An individual authorized by the insurance
13 carrier to do so on its behalf shall sign the original endorsements for each
14 policy and the certificate of insurance.
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- 17 d. It is understood and agreed by the parties hereto that CITY'S construction
18 contractor(s) insurance shall be construed as primary insurance, and
19 DISTRICT'S insurance and/or deductibles and/or self-insured retentions or
20 self-insured programs shall not be construed as contributory.
21
22 e. If, during the term of this Agreement or any extension thereof, there is a
23 material change in the scope of services or there is a material change in the
24 equipment to be used in the performance of the scope of work which will
25 add additional exposures (such as the use of aircraft, watercraft, cranes,
26 etc.); or the term of this Agreement, including any extensions thereof,
27 exceeds five (5) years, DISTRICT reserves the right to adjust the types of
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1 insurance required under this Agreement and the monetary limits of
2 liability for the insurance coverages currently required herein, if, in the
3 County Risk Manager's reasonable judgment, the amount or type of
4 insurance carried by CITY'S construction contractor(s) has become
5 inadequate.

6
7 f. CITY'S construction contractor(s) shall pass down the insurance
8 obligations contained herein to all tiers of subcontractors working under
9 this Agreement.

10 g. The insurance requirements contained in this Agreement may be met with
11 a program(s) of self-insurance acceptable to DISTRICT.

12 h. CITY'S construction contractor(s) to notify DISTRICT of any claim by a
13 third party or any incident or event that may give rise to a claim arising
14 from the performance of this Agreement.

15
16 30. Require its construction contractor(s) to comply with all Cal/OSHA safety
17 regulations including regulations concerning confined space and maintain a safe working
18 environment for all CITY and DISTRICT employees on the site.

19
20 31. Require its construction contractor(s) to furnish DISTRICT (Attention:
21 Contract Administration Section) with a confined space procedure specific to PROJECT. The
22 procedure shall comply with requirements contained in California Code of Regulations, Title 8,
23 Section 5158, Other Confined Space Operations, Section 5157, Permit Required Confined Space
24 and District confined Space Procedures, SOM-18. The procedure shall be provided to DISTRICT
25 no less than twenty (20) days prior to requesting that DISTRICT perform a final inspection for
26 acceptance of PROJECT. The procedure shall be reviewed and approved by DISTRICT prior to
27 conducting the final inspection.
28

1 32. Assume ownership and sole responsibility for the operation and maintenance
2 of PROJECT until such time as DISTRICT accepts ownership and responsibility for the operation
3 and maintenance of DISTRICT DRAINAGE FACILITIES and CITY continues to assume
4 ownership and sole responsibility for the operation and maintenance of CITY DRAINAGE
5 FACILITIES and APPURTENANCES as set forth herein. Furthermore, it is mutually understood
6 that DISTRICT DRAINAGE FACILITIES shall be in a satisfactorily maintained condition as
7 solely determined by DISTRICT prior to DISTRICT acceptance of ownership.
8

9 33. Within two (2) weeks of completing PROJECT construction, provide
10 DISTRICT with written notice (Attention: Contract Administration Section) that PROJECT
11 construction is substantially complete and requesting that DISTRICT conduct a final inspection
12 of DISTRICT DRAINAGE FACILITIES.
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14 34. Upon completion of PROJECT construction and settlement of any
15 outstanding claims, provide DISTRICT with a copy of the CITY'S recorded Notice of
16 Completion.
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18 35. Invoice DISTRICT (Attention: Chief of Design and Construction Division)
19 for project closure items listed within the twenty percent (20%) contingencies of
20 CONSTRUCTION CONTRIBUTION in the amount not to exceed the TOTAL
21 CONTRIBUTION at the time of providing written notice of the completion of a construction
22 contract as set forth in Section I.34.

23 36. Upon completion of PROJECT
24 construction but prior to DISTRICT'S acceptance of DISTRICT DRAINAGE FACILITIES for
25 ownership, operation and maintenance, provide or cause its construction manager to provide
26 DISTRICT with appropriate engineering documentation necessary to establish that DISTRICT
27 DRAINAGE FACILITIES was constructed in accordance with the DISTRICT and CITY
28 approved IMPROVEMENT PLANS.

1 37. Upon completion of construction of PROJECT but prior to DISTRICT'S
2 acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance,
3 provide or cause its civil engineer of record or construction civil engineer of record, duly
4 registered in the State of California, to provide DISTRICT with redlined "RECORD DRAWING"
5 of IMROVEMENT PLANS. After DISTRICT approval of the redlined "RECORD DRAWING",
6 CITY'S engineer shall schedule with DISTRICT a time to transfer the redlined changes into
7 DISTRICT'S original mylars at DISTRICT'S office, after which the engineer shall review, stamp
8 and sign mylars "RECORD DRAWING".
9

10 38. Upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for
11 ownership, operation and maintenance, convey, or cause to be conveyed, to DISTRICT all rights
12 of way and easements deemed necessary by DISTRICT for the operation and maintenance of
13 DISTRICT DRAINAGE FACILITIES.
14

15 39. Upon DISTRICT acceptance of PROJECT construction as being complete,
16 accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located
17 within CITY rights of way which must be performed at such time(s) that the finished grade along
18 and above the underground portions of PROJECT are improved, repaired, replaced or changed. It
19 being further understood and agreed that any such adjustments shall be performed at no cost to
20 DISTRICT.
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22 40. Upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for
23 operation and maintenance, refund to DISTRICT any unexpended portions of DESIGN
24 CONTRIBUTION, ODC CONTRIBUTION, ACQUISITION CONTRIBUTION and
25 CONSTRUCTION CONTRIBUTION as set forth herein.
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SECTION II

DISTRICT shall:

1. Act as a Responsible Agency under CEQA, taking all necessary and appropriate action to comply with CEQA.
2. Review and approve CITY'S DESIGN COST proposal and associated design schedule.
3. Review and approve CITY'S geotechnical report prior to CITY commencing PROJECT design.
4. Pay CITY, within thirty (30) days after receipt of CITY'S appropriate invoice, for fifty percent (50%) of DESIGN CONTRIBUTION as set forth in Sections I.6 and I.7.
5. Review and approve IMPROVEMENT PLANS prior to CITY'S advertising PROJECT for construction bids.
6. Pay CITY, within thirty (30) days after receipt of CITY'S appropriate invoice, for remainder of DESIGN CONTRIBUTION as set forth in Section I.9.
7. Pay CITY, within thirty (30) days after receipt of CITY'S appropriate invoice(s), for one hundred percent (100%) of ODC CONTRIBUTION as set forth in Sections I.10 and I.11.
8. Review and approve all necessary REGULATORY PERMITS and rights of way documents prior to CITY advertising PROJECT for bids. DISTRICT may withhold approval of any such document(s) when, in the sole judgment of DISTRICT'S General Manager–Chief Engineer, the said document(s) unreasonably constrains, inhibits or impairs DISTRICT'S ability to operate and maintain DISTRICT DRAINAGE FACILITIES.
9. Within seven (7) calendar days following CITY'S construction bid opening, review and approve or reject bids for construction of PROJECT. DISTRICT may only reject bids

10. Pay CITY, within thirty (30) days after receipt of CITY'S appropriate invoice for ACQUISITION CONTRIBUTION as set forth in Sections I.13 and I.14.

11. Pay CITY, within thirty (30) days after receipt of CITY'S appropriate invoice for CONSTRUCTION CONTRIBUTION as set forth in Sections I.19 and I.20.

12. Conduct periodic inspections of DISTRICT DRAINAGE FACILITIES construction for quality control purposes at its sole cost and provide any comments to CITY'S designated PROJECT construction inspector.

13. Upon receipt of CITY'S written notice that PROJECT construction is substantially complete, conduct a final inspection of DISTRICT DRAINAGE FACILITIES.

14. Accept sole responsibility for ownership, operation and maintenance of DISTRICT DRAINAGE FACILITIES upon (i) DISTRICT receipt of CITY'S recorded Notice of Completion as set forth in Section I.34, (ii) DISTRICT receipt of appropriate engineering documentation as set forth in Section I.35, (iii) DISTRICT receipt of stamped and signed RECORD DRAWING of IMPROVEMENT PLANS as set forth in Section I.37, (iv) DISTRICT receipt of rights of way and easements as set forth in Section I.38, and (v) DISTRICT'S sole determination that DISTRICT DRAINAGE FACILITIES are in a satisfactorily maintained condition.

It is further mutually agreed:

1. DISTRICT'S TOTAL CONTRIBUTION shall not exceed a total sum of twelve million six hundred seventy-four thousand three hundred seventy dollars (\$12,674,370)

1 and shall be used by CITY solely for the purpose of designing and constructing PROJECT as set
2 forth herein.

3 2. Except as otherwise provided herein, all construction work involved with
4 PROJECT shall be inspected by CITY, or its construction manager, but shall not be deemed
5 complete until DISTRICT and CITY mutually agree that construction is completed in accordance
6 with DISTRICT and CITY approved IMPROVEMENT PLANS. CITY shall not request
7 DISTRICT to accept any portion of PROJECT for ownership, operation or maintenance until
8 PROJECT construction is deemed fully complete and all necessary rights of way have been
9 conveyed as set forth herein.
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11 3. DISTRICT personnel may observe and inspect all work being done on
12 PROJECT but shall provide any comments to CITY personnel, or its construction manager, who
13 shall be solely responsible for all communications with CITY'S construction contractor(s).
14

15 4. Prior to DISTRICT acceptance of ownership and responsibility for the
16 operation and maintenance of DISTRICT DRAINAGE FACILITIES, DISTRICT DRAINAGE
17 FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT.
18 If, in the sole discretion of DISTRICT, DISTRICT DRAINAGE FACILITIES is not in an
19 acceptable condition, corrections will be made at sole expense of CITY.
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21 5. CITY shall indemnify, defend, save and hold harmless DISTRICT and
22 County of Riverside (including their respective officers, districts, special districts and
23 departments, their respective directors, officers, Board of Supervisors, elected and appointed
24 officials, employees, agents, representatives, independent contractors, and subcontractors) from
25 any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of
26 or in any way relating to CITY'S (including its officers, employees, agents, representatives,
27 independent contractors, and subcontractors) actual or alleged acts or omissions related to this
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1 Agreement, performance under this Agreement, or failure to comply with the requirements of this
2 Agreement, including but not limited to: (a) property damage; (b) bodily injury or death (c)
3 payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.

4 6. DISTRICT shall indemnify, defend, save and hold harmless CITY (including
5 its officers, employees, agents, representatives, independent contractors, and subcontractors) from
6 any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of
7 or in any way relating to DISTRICT'S (including its officers, Board of Supervisors, elected and
8 appointed officials, employees, agents, representatives, independent contractors, and
9 subcontractors) actual or alleged acts or omissions related to this Agreement, performance under
10 this Agreement, or failure to comply with the requirements of this Agreement, including but not
11 limited to: (a) property damage; (b) bodily injury or death; (c) payment of attorney's fees; or (d)
12 any other element of any kind or nature whatsoever.
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14 7. Any waiver by DISTRICT or by CITY of any breach of any one or more of
15 the terms of this Agreement shall not be construed to be a waiver of any subsequent or other
16 breach of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to
17 require exact, full and complete compliance with any terms of this Agreement shall not be
18 construed as in any manner changing the terms hereof, or estopping DISTRICT or CITY from
19 enforcement hereof.
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21 8. This Agreement is to be construed in accordance with the laws of the State
22 of California.
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24 9. Any and all notices sent or required to be sent to the parties of this Agreement
25 will be mailed by first class mail, postage prepaid, to the following addresses:
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1 RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
2 1995 Market Street
Riverside, CA 92501
3 Attn: Administrative Services Section

CITY OF RIVERSIDE
3900 Main Street #4
Riverside, CA 92522
Attn: Kris Martinez
Public Works Director

4 10. If any provision in this Agreement is held by a court of competent jurisdiction
5 to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full
6 force without being impaired or invalidated in any way.

7
8 11. This Agreement is the result of negotiations between the parties hereto, and
9 the advice and assistance of their respective counsel. The fact that this Agreement was prepared
10 as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty
11 or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT
12 prepared this Agreement in its final form.

13 12. This Agreement is made and entered into for the sole protection and benefit
14 of the parties hereto. No other person or entity shall have any right or action based upon the
15 provisions of this Agreement.

16
17 13. Any action at law or in equity brought by any of the parties hereto for the
18 purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court of
19 competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive
20 all provisions of law providing for a change of venue in such proceedings to any other county.

21
22 14. In the event of any arbitration, action or suit brought by either CITY or
23 DISTRICT against the other party by reason of any breach on the part of the other party of any of
24 the covenants and agreements set forth in this Agreement, or any other dispute between the
25 DISTRICT and CITY concerning this Agreement, the prevailing party in any such action or
26 dispute, by a final judgment or arbitration award, shall be entitled to have and recover from the
27
28

1 other party all costs and expenses or claims, including but not limited to, attorney's fees and expert
2 witness fess. This section shall survive any termination of this Agreement.

3 15. DISTRICT and CITY each pledge to cooperate in regard to the operation and
4 maintenance of their respective facility as set forth herein and to discharge their respective
5 maintenance responsibilities in an expeditious fashion so as to avoid the creation of any nuisance
6 condition or undue maintenance impact upon the others' facility.

7
8 16. Time is of the essence in prosecuting the work contemplated under this
9 Agreement. At any time during the term of this Agreement, DISTRICT may terminate this
10 Agreement for cause, including but not limited to CITY'S failure to prosecute the work in a timely
11 manner, upon providing CITY thirty (30) days written notice stating the extent and effective date
12 of termination.

13 17. The obligation(s) of DISTRICT are limited by and contingent upon the
14 availability of DISTRICT funds for DISTRICT'S financial contribution towards the PROJECT as
15 set forth herein. In the event that such funds are not forthcoming for any reason, DISTRICT shall
16 immediately notify CITY in writing.

17
18 18. This Agreement is intended by the parties hereto as a final expression of their
19 understanding with respect to the subject matter hereof and as a complete and exclusive statement
20 of the terms and conditions thereof and supersedes any and all prior and contemporaneous
21 agreements and understandings, oral and written, in connection therewith. This Agreement may
22 be changed or modified only upon the written consent of the parties hereto.

23
24 //

25 //
26
27
28

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By _____
JASON E. UHLEY
General Manager-Chief Engineer

By _____
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By _____
NEAL R. KIPNIS
Deputy County Counsel

By _____
Deputy

(SEAL)

Cooperative Agreement: City of Riverside
Monroe MDP Line E, Stages 2 and 3, Line E-2 and Line E-5
Project Nos. 1-0-00073, -00074, and -00075
3/23/17
CSS:rlp

1 **CITY OF RIVERSIDE**

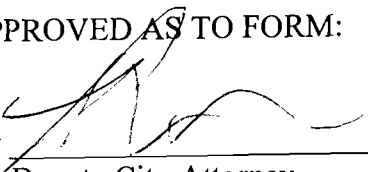
2
3 By _____
4 JOHN A. RUSSO
City Manager

5 ATTEST:

6
7 By _____
8 COLLEEN J. NICOL
City Clerk

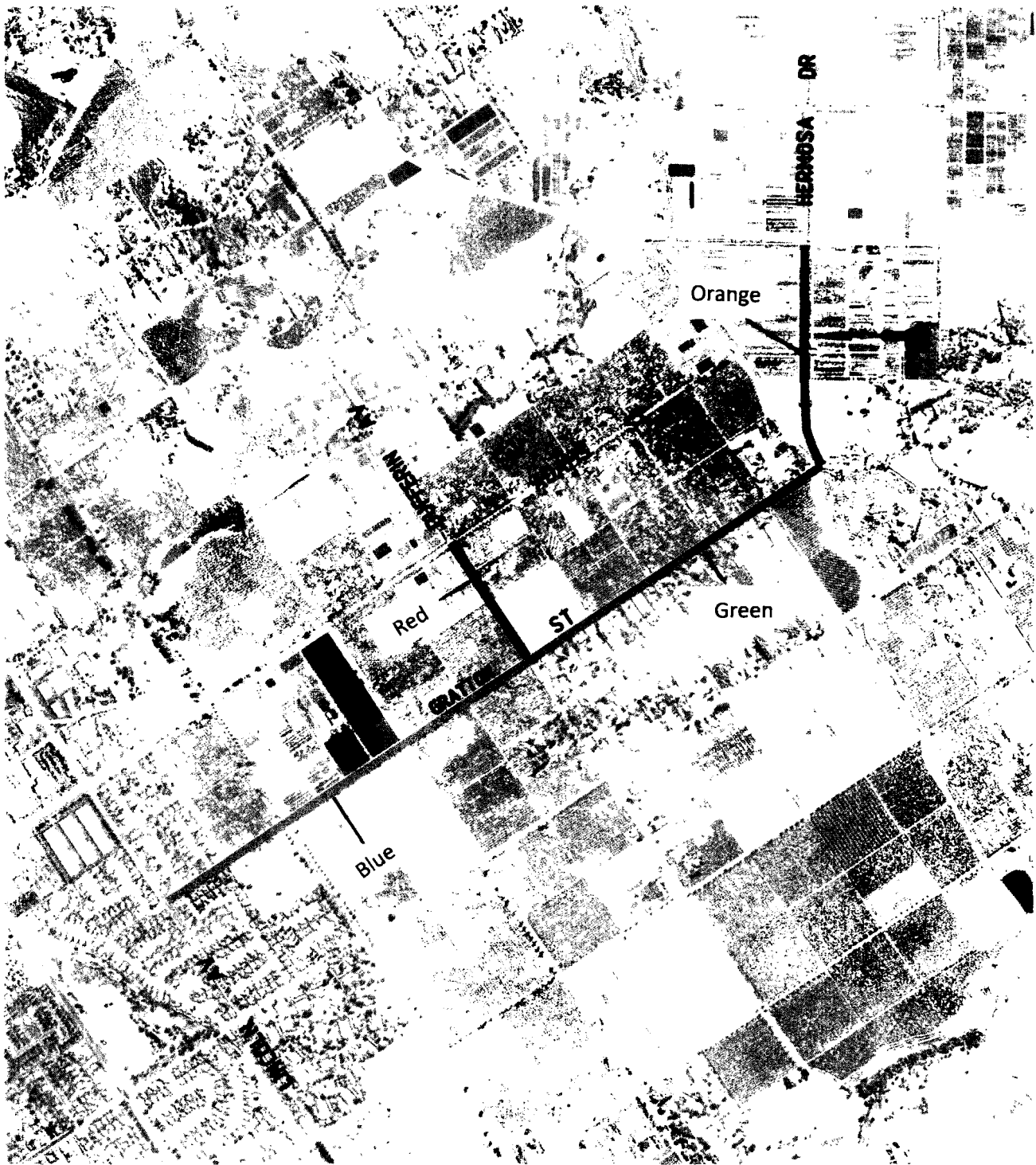
9 (SEAL)

10
11
12 APPROVED AS TO FORM:

13
14 By  _____
Deputy City Attorney

15
16
17
18
19
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21
22
23
24 Cooperative Agreement: City of Riverside
25 Monroe MDP Line E, Stages 2 and 3, Line E-2 and Line E-5
26 Project Nos. 1-0-00073, -00074, and -00075
3/23/17
CSS:rlp

Exhibit A



COOPERATIVE AGREEMENT

Monroe Master Drainage Plan Line E, Stages 2 and 3, Line E-2 and Line E-5
Project Nos. 1-0-00073, -00074 and -00075

EXHIBIT "B"

CITY OF RIVERSIDE

Monroe MDP Line E Stages 2 and 3; Line E-2 and Line E-5

Project Nos. 1-0-00073,-00074, and -00075

Funding Agreement

Task	Item Description	Cost
1	Project Research and Coordination	\$ 20,872.00
2	Utility Request and Coordination	\$ 27,752.00
3	Prelim Design	\$ 56,536.00
4	Alternative Alignment Evaluation	\$ 20,640.00
5	30% Design/Drafting	
5a	Base map preparation-utility conflict	\$ 26,152.00
5b	Topo and Control Coordination	\$ 13,992.00
5c	Plan Preparation - Prelim Profile	\$ 65,832.00
9	30% Hydraulic report	\$ 43,352.00
10	60% Design/ Drafting (Submittal)	\$ 93,352.00
10a	Traffic Control Plan	\$ 20,872.00
11	60% Hydraulic Report (Submittal)	\$ 33,032.00
12	80% Design/ Drafting (Submittal)	\$ 23,512.00
13	Traffic Control Plan	\$ 6,696.00
14	80% Hydraulic Report (Submittal)	\$ 26,952.00
15	90% Design (Submittal)	\$ 41,512.00
15a	Traffic Control Plan	\$ 8,488.00
16	90% Hydraulic Report (Submittal)	\$ 19,264.00
17	Final Plans (Submittal)	\$ 27,984.00
18	Bid Quantities and Specifications	\$ 40,128.00
19	Survey (Topo)	\$ 20,880.00
20	Project Management (for a Project)	\$ 75,680.00
	Total Design Cost	\$ 713,480.00
	20% Contingency	\$ 142,696.00
	RCFC Total Design Contribution (120%)	\$ 856,176.00
	Other Direct Costs (ODC)	
21	Environmental Services	\$ 150,000.00
22	Geotech Services	\$ 75,000.00
23	Pothole Services	\$ 75,000.00
	RCFC Maximum ODC Contribution	\$ 300,000.00
	Total Design Cost Estimate:	\$ 1,156,176.00

EXHIBIT "C" - UTILITY RELOCATION COST BREAKDOWN

MDP MONROE LINE E STORM DRAIN PROJECT - RPU WATER PRELIMINARY RELOCATION COST ESTIMATE										
ITEM	Location	PRELIMINARY STORM DRAIN				Utilities Conflict				
		Pipe Size and Type	Cover	Depth	Conflict With	Cover	Depth	Owner	Preliminary Cost of Relcoation	Comments
1	Lincoln Street & Gratton Street	84" RCP Storm Drain	± 9'	17.84	42" Water	±6'	9.5'	RPU -Water	\$320,000	
2	Victoria Avenue & Gratton Street	84" RCP Storm Drain	±7'	15.84	24" Water	±4.5'	6.5'	RPU -Water		Portnital conflict, design of storm drain will require 1 ft vertical otherwise waterline relocation will be required
3	Dufferin Avenue & Gratton Street	84" RCP Storm Drain	±7'	15.84	30" Water	±9'	12'	RPU -Water	\$260,000	
4	Gratton Street @ Dufferin Avenue	84" RCP Storm Drain	±7'	15.84	8" Water - 80 feet - Horizontal Conflict	3'	4'	RPU -Water	\$30,000	
5	Dufferin Avenue & Gratton Street	36" RCP Storm Drain	±5'	8.67	CP Test	±6'	8.5'	RPU		Water prefers the outside pavement area options (Purple Option).
6	Victoria Avenue & Gratton Street	84" RCP Storm Drain	±7'	15.84	Electrical 4-5", 2-4" and 2-1" - not sure casing etc. - Line G Example	Horizontal conflict		RPU -Electrical		Electrical conflict, no water comments.
7	Dufferin Avenue	48" RCP Storm Drain	±5'	10	30" Water	Horizontal conflict		RPU -Water- Electrical		Water prefers the outside pavement area options (purple highlight). The option at edge of pavement (yellow highlight) will require relocation of the 30-inch waterline due to conflict with vertical clearance requirements.
8	Dufferin Avenue	48" RCP Storm Drain	±5'	10	30" Water	±7'	9.5'	RPU- Water	\$200,000	Water Prefers the "Purple Option"
Total									\$810,000	

<p align="center">EXHIBIT "C" - UTILITY RELOCATION COST BREAKDOWN</p>
--

Item 1 - Main Replacement Cost Estimate (Lincoln and Gratton)						
	Item	Quantity	Unit	Unit Cost (\$/Dia-in)*	Unit Cost	Total Cost
1	42-inch ML&C Waterline	85	LF	\$55	\$2,310	\$196,350
2	Trench Shoring		LS			\$20,000
					Subtotal:	\$216,350
3	Engineering (20%) ¹					\$43,270
4	Contingency (20%) ²					\$51,924
					Total Cost:	\$311,544
					Use:	\$320,000

¹ Includes Design & Contract Administration

² Contingency includes Construction Subtotal and Engineering Costs

Item 3 - Main Replacement Cost Estimate (Dufferin and Gratton)						
	Item	Quantity	Unit	Unit Cost (\$/Dia-in)*	Unit Cost	Total Cost
1	30-inch ML&C Waterline	80	LF	\$65	\$1,950	\$156,000
2	Trench Shoring		LS			\$20,000
					Subtotal:	\$176,000
3	Engineering (20%) ¹					\$35,200
4	Contingency (20%) ²					\$42,240
					Total Cost:	\$253,440
					Use:	\$260,000

¹ Includes Design & Contract Administration

² Contingency includes Construction Subtotal and Engineering Costs

Item 4 - 8" Main Replacement Cost Estimate (Dufferin and Gratton)						
	Item	Quantity	Unit	Unit Cost (\$/Dia-in)*	Unit Cost	Total Cost
1	8-inch DI Waterline	100	LF	\$25	\$200	\$20,000
					Subtotal:	\$20,000
2	Engineering (20%) ¹					\$4,000
3	Contingency (20%) ²					\$4,800
					Total Cost:	\$28,800
					Use:	\$30,000

¹ Includes Design & Contract Administration

² Contingency includes Construction Subtotal and Engineering Costs

<p align="center">EXHIBIT "C" - UTLITY RELOCATION COST BREAKDOWN</p>

Item 8 - Main Replacement Cost Estimate (Dufferin and Adams)						
	Item	Quantity	Unit	Unit Cost (\$/Dia-in)*	Unit Cost	Total Cost
1	30-inch ML&C Waterline	60	LF	\$65	\$1,950	\$117,000
2	Trench Shoring		LS			\$20,000
					Subtotal:	\$137,000
3	Engineering (20%) ¹					\$27,400
4	Contingency (20%) ²					\$32,880
					Total Cost:	\$197,280
					Use:	\$200,000
¹ Includes Design & Contract Administration ² Contingency includes Construction Subtotal and Engineering Costs						
Total:						\$810,000

* Item 2 there is no conflict so there is no cost estimate included. Items 5 and 7 were not included because we prefer the option along Dufferin that avoids these conflicts.

EXHIBIT "C" - UTILITY RELOCATION COST BREAKDOWN

Engineer's Bid Estimate

Date Prepared: 6/6/2014

Project/Sub-Project:

MDP Monroe Line E

Construction WO:

Loc./Desc.:

UG Relocation @ Gratton & Victoria

Overhead Installation Inventory

	Qty		Unit \$	Total \$	Notes	Difficulty (1-5)
Install Power Pole		ea	\$ 2,616.47			1
Install 1/0AR & Smaller Primary (Per Span)		ea	\$ 783.50			1
Install 336.4AR & Larger Primary (Per Span)		ea	\$ 1,015.00			1
Transfer 1/0AR & Smaller Primary (Per Span)		ea	\$ 551.00			1
Transfer 336.4AR & Larger Primary (Per Span)		ea	\$ 2,828.49			1
Install Secondary Tri. or Quad (including attachments) (Per Span)		ea	\$ 1,488.67			1
Transfer Secondary Tri. or Quad (including attachments) (Per Span)		ea	\$ 1,083.07			1
Install or Transfer Transformer or Capacitor Bank		ea	\$ 1,331.18			1
Install Span Guy		ea	\$ 669.00			1
Install or Transfer Mast Arm Streetlight		ea	\$ 652.24			1
Install Gang Operated Switch		ea	\$ 3,000.00			1
Install Primary Tangent Framing		ea	\$ 1,295.50			1
Install Primary Dead End Framing		ea	\$ 1,142.95			1
Install Transmission Tangent Framing		ea	\$ 1,338.00			1
Install Transmission Dead End Framing		ea	\$ 1,800.00			1
Install Primary Disconnect		ea	\$ 1,872.71			1
Install Primary Riser		ea	\$ 1,673.33			1
Install Secondary Riser		ea	\$ 832.38			1
Install Dead End Insulator		ea	\$ 275.00			1
Install Pin Top Insulator		ea	\$ 550.00			1
Install Anchor and Downguy		ea	\$ 900.65			1
Install Stub Pole		ea	\$ 1,750.00			1

Overhead Removal Inventory

	Qty		Unit \$	Total \$	Notes	Difficulty (1-5)
Remove Pole (including attachments)		ea	\$ 1,158.63			1
Remove Overhead Primary Line (#8-4/0) (Per Span)		ea	\$ 1,331.00			1
Remove Overhead Primary Line (336.4 & up) (Per Span)		ea	\$ 1,184.00			1

<p align="center">EXHIBIT "C" - UTILITY RELOCATION COST BREAKDOWN</p>
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Remove Overhead Secondary (Per Span)		ea	\$ 606.06			1
Remove Overhead Equipment		ea	\$ 411.26			1
Remove Primary Riser		ea	\$ 1,714.32			1
Remove Secondary Riser		ea	\$ 944.00			1
Remove Anchor and Downguy		ea	\$ 694.81			1
Remove Span Guy (Per Span)		ea	\$ 500.00			1
Top Pole		ea	\$ 444.31			1

Underground Installation Inventory

	Qty		Unit \$	Total \$	Notes	Difficulty (1-5)
Trench or Bore, Only RPU , Backfill, Restoration and Shoring (where required) (Trench feet)	130	ft	\$ 220.95	\$ 28,723.28		1
Trench or Bore, Joint Use , Backfill, Restoration and Shoring (where required) (Trench feet)		ft	\$ 66.36			1
Trench or Bore, Without RPU , Backfill, Restoration and Shoring (where required) (Trench feet)		ft	\$ 59.20			1
Street Light Trench or Bore, Backfill and Restoration (Trench feet)		ft	\$ 21.07			1
Furnish and Install 1 inch SCH40 conduit (Duct feet)	130	ft	\$ 2.47	\$ 321.32		1
Furnish and Install 2 inch SCH40 conduit (Duct feet)		ft	\$ 2.67			1
Furnish and Install 3 inch SCH40 conduit (Duct feet)		ft	\$ 5.97			1
Furnish and Install 4 inch SCH40 conduit (Duct feet)		ft	\$ 8.08			1
Furnish and Install 5 inch SCH40 conduit (Duct feet)		ft	\$ 8.13			1
Furnish and Install 6 inch SCH40 conduit (Duct feet)		ft	\$ 7.92			1
Furnish and Install 1 inch DB100 conduit (Duct feet)		ft	\$ 1.50			1
Furnish and Install 2 inch DB100 conduit (Duct feet)	260	ft	\$ 2.40	\$ 623.57		1
Furnish and Install 3 inch DB100 conduit (Duct feet)		ft	\$ 3.30			1
Furnish and Install 4 inch DB100 conduit (Duct feet)	260	ft	\$ 4.37	\$ 1,134.90		1
Furnish and Install 5 inch DB100 conduit (Duct feet)	520	ft	\$ 7.72	\$ 4,015.27		1
Furnish and Install 6 inch DB100 conduit (Duct feet)		ft	\$ 3.98			1
Furnish and Install Vault 8 foot x 16 foot		ea	\$ 31,195.00			1

**EXHIBIT "C" - UTILITY RELOCATION COST
BREAKDOWN**

Furnish and Install Vault 7 foot x 14 foot		ea	\$ 22,151.17			1
Furnish and Install CST 5 foot x 8.5 foot		ea	\$ 16,550.00			1
Furnish and Install CST 4 foot x 7 foot		ea	\$ 10,000.00			1
Furnish and install Pull Box 3 foot x 5 foot (PR-7,8)		ea	\$ 5,572.95			1
Furnish and install Pull Box 2.5 foot x 4 foot (PR-4)		ea	\$ 4,189.17			1
Furnish and install Pull Box 2 foot x 3 foot (PS-1,2)		ea	\$ 1,406.96			1
Furnish and Install Electric Service Box 17 inch x 30 inch (ESB-6)		ea	\$ 743.47			1
Furnish and Install Electric Service Box 2 foot x 3 foot (ESB-7)		ea	\$ 600.00			1
Furnish and Install Electric Service Box 10 inch x 17 inch (P-1)		ea	\$ 232.95			1
Furnish and Install Transformer Pad 7.8 foot x 6 foot (TP-7)		ea	\$ 2,000.00			1
Furnish and Install Transformer Pad 6 foot x 6.5 foot (TP-5)		ea	\$ 3,139.33			1
Furnish and Install Transformer Pad 4 foot x 4.5 foot (TP-3)		ea	\$ 1,422.64			1
Furnish and Install Transformer Slab Box 8 foot x 10 foot (SB-4)		ea	\$ 6,815.00			1
Furnish and Install Transformer Slab Box 6 foot x 8 foot (SB-3)		ea	\$ 4,435.00			1
Furnish and Install Transformer Slab Box 4 foot x 7 foot (SB-2)		ea	\$ 5,500.00			1
Furnish and Install PSE Vault		ea	\$ 10,770.90			1
Furnish and Install PJC Slab Box		ea	\$ 5,913.56			1
Install PSE sleeve 74 inch x 76 inch (provided by RPU)		ea	\$ 1,699.75			1
Install PSE sleeve 95 inch x 56 inch (provided by RPU)		ea	\$ 2,161.47			1
Install PSE sleeve 80 inch x 56 inch (provided by RPU)		ea	\$ 2,316.67			1
Install PJC sleeve 66 inch x 22 inch (provided by RPU)		ea	\$ 2,111.67			1
Install PJC sleeve 30 inch x 18 inch (provided by RPU)		ea	\$ 1,125.00			1
15kV Cable Installation 200A (1/0Al XLPE) <150 foot pull (provided by RPU)		ea	\$ 725.03			1
15kV Cable Installation 200A (1/0Al XLPE) >150 foot pull (provided by RPU)	2	ea	\$ 795.63	\$ 1,591.26		1
15kV Cable Installation 600A (750MCM Al XLPE) <150 foot pull (provided by RPU)		ea	\$ 1,550.05			1
15kV Cable Installation 600A (750MCM Al XLPE) >150 foot pull (provided by RPU)	1	ea	\$ 1,577.02	\$ 1,577.02		1
600V 4/0Al & smaller Tri. or Quad. Installation (Per pull)		ea	\$ 816.67			1
600V 500MCM & larger Tri. or Quad. Installation (Per Pull)		ea	\$ 460.03			1
Furnish and Install Streetlight Standard		ea	\$ 5,402.13			1

<p align="center">EXHIBIT "C" - UTILITY RELOCATION COST BREAKDOWN</p>
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600V 3#8 CU Streetlighting Wiring (circuit feet)	260	ft	\$ 4.00	\$ 1,039.57		1
Core Drill Structure		ea	\$ 1,576.00			1
3 foot x 5 foot pull box retrofit to PJC		ea	\$ 1,800.00			1
4 foot x 7 foot CST lid retrofit to torsion assist lid		ea	\$ 800.00			1
5 foot x 8.5 foot CST lid retrofit to torsion assist lid		ea	\$ 1,000.00			1

Underground Removal Inventory

	Qty		Unit \$	Total \$	Note#	Difficulty (1-5)
Remove Pad Mounted Three Phase Transformer Larger than 750kVA		ea	\$ 1,500.00			1
Remove Pad Mounted Three Phase Transformer 750kVA and smaller		ea	\$ 1,200.00			1
Remove Pad Mounted Single Phase Transformer		ea	\$ 992.50			1
Remove Pad Mounted Switch		ea	\$ 2,268.00			1
Remove Pad Mounted Capacitor Bank		ea	\$ 2,500.00			1
Remove Three Phase PJC		ea	\$ 2,000.00			1
Remove Single Phase PJC		ea	\$ 1,000.00			1
Remove Buried Underground Distribution Transformer Larger than 750kVA		ea	\$ 5,000.00			1
Remove Buried Underground Distribution Transformer 750kVA and Smaller		ea	\$ 3,500.00			1
Remove Subsurface Equipment (Not Including Transformer)		ea	\$ 750.00			1
Remove 600V Underground Secondary, Tri- or Quad- (Per pull)	1	ea	\$ 552.00	\$ 552.00		1
Remove 5kV Underground Primary Cable (Per pull)		ea	\$ 1,384.00			1
Remove 15kV Underground Primary Cable (Per pull)	3	ea	\$ 1,384.00	\$ 4,152.00		1

General Requirements

	Qty		Unit \$	Total \$	Note#	Difficulty (1-5)
Mobilization and Demobilization		ls	\$ 5,823.63			1
Traffic Control	1	ls	\$ 6,861.40	\$ 6,861.40		1
Switching Operations	1	ls	\$ 2,095.25	\$ 2,095.25		1
Protective Barrier		ea	\$ 349.33			1

<p align="center">EXHIBIT "C" - UTILITY RELOCATION COST BREAKDOWN</p>
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Protective Wall (Linear feet)		ft	\$	159.96		1
Screening Walls or Fences (Linear feet)		ft	\$	110.00		1
Remove and Replace Concrete (sq ft)		sf	\$	12.15		1
Tree Trimming/Veg. Removal		ls	\$	2,000.00		1

			Note#
Sub-Total:	\$	52,686.84	
Contingency:		10%	
Total Est.:	\$	57,955.52	

Notes:

The above worksheet does not include the material cost of Cable (+/- \$27,000)

The above worksheet does not include Design/Inspection (+/- \$15,000)

Total Estimate: \$100,000.00

EXHIBIT "D" - Total Design and Construction Estimate

Engineer's Estimate

Monroe MDP Line E, Stage 2, Line E-5 and Line E Stage 3 and Line E-2

Plan Nos.:

Amount rounded to Nearest: \$.01

No.	CONTRACT BID ITEMS	Quantity	Unit	Unit Price	Total
INCIDENTAL ITEMS					
1	Note: All items subject to any special notes or footnotes appearing on this Engineer's estimate included with the bid documents. (Input "0" in this line item)	.....	.....	.....	.....
2	Note: The Contract lump sum or unit price for each Contract Bid Item shall include full compensation for all labor, materials, tools, taxes, profit, overhead, incidentals and appurtenant work necessary for performing and completing the work of the Contract Bid Item as required by the Project Plans, Specifications, Special Provisions and other Contract Documents. Such compensation shall also include or take into consideration any additional provisions or conditions specifically stated immediately following the Contract Bid Item. (Input "0" in this line item)	.....	.....	.....	.....
3	Note: In the absence of a specific bid item or specific payment provisions for any portion of the work required by the Contract Documents, the bidder shall include the bidder's compensation for that portion of the Contract work in the Contract unit price(s) and/or lump sum price(s) of the bid item(s) that require such work, or are closely related to such work. Therefore, no separate or additional payment will be made to the Contractor for any such work on the premise that such work lacks specific bid item(s) or specific payment provisions. (Input "0" in this line item)	.....	.....	.....	.....
4	Note: "(F)" adjacent to a Contract bid item designates a Final Pay Quantity per Section 9-3.2.1 of the Special Provisions. (Input "0" in this line item)	.....	.....	.....	.....
5	Note: "(S)" adjacent to a Contract bid item designates a "Specialty Item" per Section 2-3.2 of the Special Provisions. (Input "0" in this line item)	.....	.....	.....	.....
6	Note: "(P)" adjacent to a Contract bid item designates a "Partial Pay Item" per Section 9-3.2 of the Special Provisions. (Input "0" in this line item)	.....	.....	.....	.....
Sub-Total: Incidental Items (All Plans)					
SOUTHWEST RIVERSIDE LINE G, LINE G-1 & LINE F-1 STORM DRAIN (DWG. 1-0715)					
7	Mobilization for Storm Drain Improvements (Bid Items 13 thru 70; 118 thru 125), (P)	1	LS	\$200,000.00	\$200,000.00
8	Traffic Control and Access for Storm Drain Improvements (Bid Items 13 thru 70; 118 thru 125), (P)	1	LS	\$75,000.00	\$75,000.00
9	Water Pollution Control for Storm Drain Improvements (Bid Items 13 thru 70; 118 thru 125), (P)	1	LS	\$100,000.00	\$100,000.00
10	Clearing and Grubbing	1	LS	\$160,000.00	\$160,000.00
11	Pre and Post Construction Video Inspection	1	LS	\$25,000.00	\$25,000.00
12	Trench Shoring	13,350	LF	\$25.00	\$333,750.00
13	Unclassified Excavation (F)	1,000	CY	\$50.00	\$50,000.00
14	Removal of Unsuitable Material	5,000	CY	\$45.00	\$225,000.00
15	Replacement Base for Unsuitable Material	5,000	CY	\$45.00	\$225,000.00
16	Furnish and Install 18" RCP, Class IV (Includes bedding and paylines per RCFC&WCD std. M815, and all work indicated in the Project Special Provisions)	800	LF	\$125.00	\$100,000.00
17	Furnish and Install 24" RCP, Class IV (Includes bedding and paylines per RCFC&WCD std. M815, and all work indicated in the Project Special Provisions)	800	LF	\$135.00	\$108,000.00
18	Furnish and Install 36" RCP, 2000D (Includes bedding and paylines per RCFC&WCD std. M815, and all work indicated in the Project Special Provisions)	350	LF	\$280.00	\$98,000.00
19	Furnish and Install 48" RCP, 1350D (Includes bedding and backfill paylines per RCFC&WCD std. M815, and all work indicated in the Project Special Provisions) - West of Hermosa Drive	50	LF	\$315.00	\$15,750.00
20	Furnish and Install 48" RCP, 2000D (Includes bedding and backfill paylines per RCFC&WCD std. M815, and all work indicated in the Project Special Provisions) - Dufferin Avenue	1,425	LF	\$365.00	\$520,125.00
19	Furnish and Install 36" RCP, 2000D (Includes bedding and backfill paylines per RCFC&WCD std. M815, and all work indicated in the Project Special Provisions) - Hermosa Drive	609	LF	\$280.00	\$170,520.00
20	Furnish and Install 42" RCP, 1350D (Includes bedding and backfill paylines per RCFC&WCD std. M815, and all work indicated in the Project Special Provisions) - Hermosa Drive	475	LF	\$300.00	\$142,500.00
21	Furnish and Install 48" RCP, 1350D extra cover (Includes bedding and backfill paylines per RCFC&WCD std. M815, and all work indicated in the Project Special Provisions) - Hermosa Drive	600	LF	\$315.00	\$189,000.00
21	Furnish and Install 54" RCP, 1350D (Includes bedding and backfill paylines per RCFC&WCD std. M815, and all work indicated in the Project Special Provisions) - Gratton Street	600	LF	\$415.00	\$249,000.00
22	Furnish and Install 66" RCP, 1350D with extra cover (Includes bedding and backfill paylines per RCFC&WCD std. M815, and all work indicated in the Project Special Provisions) - Gratton Street	4,740	LF	\$565.00	\$2,678,100.00
23	Furnish and Install 72" RCP, 1350D with extra cover (Includes bedding and backfill paylines per RCFC&WCD std. M815, and all work indicated in the Project Special Provisions) Gratton Street	1,260	LF	\$710.00	\$894,600.00
24	Furnish and Install 78" RCP, 1850D with extra cover (Includes bedding and paylines per RCFC&WCD std. M815, and all work indicated in the Project Special Provisions) Gratton Street	1,100	LF	\$800.00	\$880,000.00
25	Furnish and Install 84" RCP, 1850D (Includes bedding and paylines per RCFC&WCD std. M815, and all work indicated in the Project Special Provisions) Gratton Street at Lincoln Avenue	500	LF	\$820.00	\$410,000.00
25	Construct Manhole No. 1 Per RCFC Std. MH 251	5	EA	\$3,500.00	\$17,500.00
26	Construct Manhole No. 2 Per RCFC Std. MH 252	11	EA	\$6,500.00	\$71,500.00
27	Construct Manhole No. 4 Per RCFC Std. MH 254	11	EA	\$8,500.00	\$93,500.00
28	Construct Transition Structure Per RCFC Std. TS 303	11	EA	\$7,500.00	\$82,500.00
29	Construct Junction Structure No. 2 Per RCFC Std. JS 227	2	EA	\$2,500.00	\$5,000.00
30	Construct Concrete Collar Per RCFC Std. M803	5	EA	\$1,500.00	\$7,500.00

EXHIBIT "D" - Total Design and Construction Estimate

Engineer's Estimate

Monroe MDP Line E, Stage 2, Line E-5 and Line E Stage 3 and Line E-2

Plan Nos.:

Amount rounded to Nearest: \$.01

No.	CONTRACT BID ITEMS	Quantity	Unit	Unit Price	Total
31	Construct Concrete Bulkhead Per RCFC Std. M816	2	EA	\$2,000.00	\$4,000.00
32	Construct Concrete Drop Inlet Per RCFC Std. CB 110, W=3'	1	EA	\$3,500.00	\$3,500.00
33	Construct Concrete Drop Inlet Per RCFC Std. CB 110, W=4'	2	EA	\$4,000.00	\$8,000.00
34	Construct Concrete Drop Inlet Per RCFC Std. CB 110, W=5'	30	EA	\$7,000.00	\$210,000.00
35	Construct Catch Basin Per City Of Riverside Std. 405, W=21' (Includes local depressions per City of Riverside Std. 401 and all other work indicated in the Project Special Provisions)	4	EA	\$10,000.00	\$40,000.00
36	Furnish and Install Inlet 24" Ø Per City Of Riverside Std. 412	4	EA	\$2,000.00	\$8,000.00
37	Construct Headwall and Warped Wingwall Structure per Caltrans Std. Plan D86B. (Includes Reinforcement and all Incidentals, 4' single gate, Trash rack, Chainlink Fence)	2	EA	\$30,000.00	\$60,000.00
38	Remove and Replace Asphalt Pad in Kind as Shown in Plan	4	LS	\$2,500.00	\$10,000.00
39	1/4 Ton Class Riprap (Including Filter blanket Class No. 2 backing and Mirafi 1100N Fabric Filter)	200	CY	\$100.00	\$20,000.00
40	Tree Removal (CLASS I)	5	EA	\$350.00	\$1,750.00
41	Remove Interfering Portions of Abandoned 4" CI Water and Plug Ends	80	LF	\$20.00	\$1,600.00
42	Existing 8", 10", 12", 15" OR 18" Storm Drain Pipe shall be Plugged and Abandon in Place	1,000	LF	\$10.00	\$10,000.00
43	Remove Existing Catch Basin	10	EA	\$5,000.00	\$50,000.00
44	Only Remove Interfering Portion of Existing RCP Storm Drain & Remainder to be cut, plugged and Abandon in place.	1,000	LF	\$20.00	\$20,000.00
45	Construct DGAC Pavement Includes all pavement sections, overlays and redwood headers as necessary. Does not include DGAC replacement to existing surface as part of the trench repair. (313 Tons of this Bid Item is financial responsibility of RCFC & WCD per City of Riverside Std. 453)	720	TONS	\$90.00	\$64,800.00
Sub-Total: Storm Drain Improvements (1-0715)					\$8,638,495.00
SIGNING AND STRIPING PLAN					
46	4" Solid Double Yellow Stripes (Thermo) - Detail 22		LF	\$2.50	\$0.00
47	4" solid Yellow Stripes (Thermo) - Detail 25 w/ RPMs		LF	\$1.25	\$0.00
48	4" solid Yellow Stripes (Thermo) - Detail 25A w/ RPMs		LF	\$1.25	\$0.00
49	4" Solid White Stripes (Thermo) - Detail 27B		LF	\$1.25	\$0.00
50	Double Yellow Median Island (Thermo) - Detail 29 w/ RPMs		LF	\$5.00	\$0.00
51	8" Solid White Stripes (Thermo) - Detail 38 w/ RPMs		LF	\$2.50	\$0.00
52	6" Solid White Stripes (Thermo) - Detail 39		LF	\$2.00	\$0.00
53	6" Dashed White Stripes (Thermo) - Detail 39A		LF	\$0.75	\$0.00
54	12" Solid Stripes (Thermo)		LF	\$3.75	\$0.00
55	6" Solid Stripes (Thermo)		LF	\$2.00	\$0.00
56	4" Solid Stripes (Thermo)		LF	\$1.25	\$0.00
57	Pavement Markings (Thermo)		SF	\$3.75	\$0.00
58	Type D Raised Pavement Marker		EA	\$5.00	\$0.00
59	Type G Raised Pavement Marker		EA	\$5.00	\$0.00
60	Type H Raised Pavement Marker		EA	\$5.00	\$0.00
61	Remove Traffic Marking		SF	\$10.00	\$0.00
62	Remove Traffic Stripes		LF	\$0.50	\$0.00
63	Type "C" Detector		EA	\$450.00	\$0.00
64	Type "D" Detector		EA	\$450.00	\$0.00
65	Type "E" Detector		EA	\$350.00	\$0.00
66	SC - Splice Conductors		EA	\$80.00	\$0.00
67	DLC - Detector Loop Cable		LG	\$5.00	\$0.00
68	Channel Detector Cards		EA	\$500.00	\$0.00
69	Remove Sign(s) and Post		EA	\$75.00	\$0.00
70	Relocate Sign (One Post)		EA	\$150.00	\$0.00
71	Install Sign (No Post)		EA	\$75.00	\$0.00
72	Install Sign (One Post)		EA	\$150.00	\$0.00
73	Install Street Name Sign		EA	\$500.00	\$0.00
Sub-Total: Signing and Striping					\$50,000.00
Riverside Public Utilities Electric Improvements					
74	Trench or Bore, Only RPU, Backfill, Restoration and Shoring (Trench feet)		L.F.	\$220.95	\$0.00
75	Trench or Bore, Joint Use Backfill, Restoration and Shoring (Trench feet)		L.F.	\$66.36	\$0.00
76	Street Light Trench or Bore, Backfill and Restoration (Trench feet)		L.F.	\$21.07	\$0.00
77	Furnish and Install 1 inch SCH40 conduit (Duct feet)		L.F.	\$2.47	\$0.00
78	Furnish and Install 2 inch DB100 conduit (Duct feet)		L.F.	\$2.40	\$0.00
79	Furnish and Install 5 inch SCH40 conduit (Duct feet)		L.F.	\$4.54	\$0.00
80	Furnish and Install 4 inch DB100 conduit (Duct feet)		L.F.	\$4.37	\$0.00
81	Furnish and Install 5 inch DB100 conduit (Duct feet)		L.F.	\$7.72	\$0.00
Sub-Total: RPU Electric Improvements (Including Design + Contingencies - See attached)					\$100,000.00

EXHIBIT "D" - Total Design and Construction Estimate

Engineer's Estimate

Monroe MDP Line E, Stage 2, Line E-5 and Line E Stage 3 and Line E-2

Plan Nos.:

Amount rounded to Nearest: \$.01

No.	CONTRACT BID ITEMS	Quantity	Unit	Unit Price	Total
Riverside Public Utilities Water Improvements					
82	Trench or Bore, Only RPU, Backfill, Restoration and Shoring (Trench feet)		L.F.	\$196.93	\$0.00
83	Trench or Bore, Joint Use Backfill, Restoration and Shoring (Trench feet)		L.F.	\$66.36	\$0.00
84	Street Light Trench or Bore, Backfill and Restoration (Trench feet)		L.F.	\$21.07	\$0.00
85	Furnish and install 30 inch water line		L.F.	\$2.47	\$0.00
86	Furnish and install 10 inch water line		L.F.	\$2.67	\$0.00
87	Furnish and install 24 inch water line		L.F.	\$4.54	\$0.00
88	Furnish and install 8 inch water line		L.F.	\$5.54	\$0.00
Sub-Total: RPU Water Improvements (Including Design + Contingencies - See attached)					\$810,000.00
TOTAL FOR ALL CONTRACT BID ITEMS					\$9,598,495.00
OTHER COSTS					
Construction Contingencies including Survey and Construction Admin		20%			\$1,919,699.00
Total Design Cost (See Attached)					\$1,156,176.00
TOTAL PROJECT COST					\$12,674,370.00

CITY OF RIVERSIDE


By _____
JOHN A. RUSSO
City Manager

ATTEST:

By _____
COLLEEN J. NICOL
City Clerk

(SEAL)

APPROVED AS TO FORM:

By  _____
Deputy City Attorney

Cooperative Agreement: City of Riverside
Monroe MDP Line E, Stages 2 and 3, Line E-2 and Line E-5
Project Nos. 1-0-00073, -00074, and -00075
3/23/17
CSS:rlp