

## **COOPERATIVE AGREEMENT**

### **Design, Contract Administration, and Construction of Bus Pads at Various Locations**

#### **RIVERSIDE TRANSIT AGENCY**

This Cooperative 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 the RIVERSIDE TRANSIT AGENCY, a joint powers public transit agency, established pursuant to California Government Code Sections 6500, et seq. ("Agency"). Hereinafter, the City and the Agency may be referred to collectively as the "Parties."

#### **RECITALS**

- A. The Agency recently completed infrastructure improvements at various bus stops in the Downtown area of the City of Riverside and as part of its RapidLink Gold Line Project along Magnolia and University Avenues;
- B. Agency desires to partner with the City to design, administer, and construct concrete bus pads at various locations in the Downtown and RapidLink routes 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 Agency for the Project.

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 through December 31, 2019, 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 Agency'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. The Work must be completed and invoices submitted to Agency by December 31, 2018.

3. **Agency Responsibilities**

- a. To fully fund the construction of the Project in an amount not to exceed Nine Hundred Sixty Nine Thousand Three Hundred Sixty Two Dollars (\$969,362.00) in accordance with the Project Funding Plan attached hereto as Exhibit "B" and incorporated herein by reference. Agency 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. Agency 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, Agency 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 Agency 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 Project at locations described in Exhibit "A" to be constructed in accordance with Agency's improvement plans, and in accordance with the Project Implementation Schedule
- c. Furnish Agency with a construction schedule which shall show the order, dates and locations in which City or City's contractor proposes to carry on the various parts of 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 Agency's improvement plans.
- e. City acknowledges that all or part of the funds for the Project are part of a grant to Agency from the California Office of Emergency Services ("CalOES") and City has received a copy of the CalOES grant guidelines applicable to the Project. Agency is the grantee and primarily responsible for compliance with CalOES grant guidelines. However, City shall comply with grant guidelines within the City's exclusive control as follows:
  - i. In accordance with CalOES grant guidelines, City shall use its own procurement and contracting procedures, which comply with applicable state and local laws and regulations, or with the California Public Contract Code, whichever is more restrictive.
  - ii. City's invoices, as described in section 5 of this Agreement, shall contain sufficient information necessary for Agency to prepare required CalOES reports. If Agency informs City in writing that additional information is necessary, City shall make reasonable good faith effort to provide the requested information in a timely manner.
  - iii. Compliance with all other grant guidelines and requirements are the exclusive responsibility of Agency.
- f. Require City's construction contractor for the Project to obtain, keep in force, and maintain insurance as follows:
  - i. Commercial Form General Liability Insurance (contractual liability included) with a limit of \$1,000,000 per occurrence, \$2,000,000 aggregate.

- ii. Business Automobile Liability for Owned, Scheduled, Non-Owned or Hired Automobiles with a combined single limit of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate.
- iii. Workers' Compensation as required under California State Law.
- g. The City's construction contractor's insurance policies are to contain, or be endorsed to contain, the following provisions:
  - i. **Additional Insured Status.** The City and Agency and their officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the City including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the City's construction contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).
  - ii. **Primary Coverage.** For any claims related to this contract, the City's construction contractor's insurance coverage shall be primary insurance as respects the City and Agency and their officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the City and Agency or their officers, officials, employees, agents, consultants or volunteers shall be excess of the City's construction contractor's insurance and shall not contribute with it.
  - iii. **Notice of Cancellation.** Each insurance policy required above shall state that coverage shall not be canceled, except with thirty (30) days' prior written notice to the City and Agency.
  - iv. **Waiver of Subrogation.** The City's construction contractor's policy shall be endorsed to waive any right of subrogation against the City and Agency and their subconsultants, employees, officers, agents, and directors for work performed to construct the Project.
- h. If the above insurance is written on a claims-made form, it shall continue for three years following the filing of a notice of project completion by the City. The insurance shall have a retroactive date of placement prior to or coinciding with the execution of the construction contract. It should be expressly understood, however, that the coverage's required under this paragraph shall not in any way limit the liability of City's construction contractor. The coverage referred to under sections i and ii of this paragraph shall be endorsed to include Agency as an Additional Insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of City, its officers, agents, or employees.
  - i. Upon the execution of an agreement with City's construction contractor, shall furnish Agency with Certificates of Insurance evidencing compliance with all requirements.

5. **Compensation.** The City shall keep accurate project and accounting records of the costs for the Project; Agency to be provided with project deliverables as reasonably required. Invoices submitted to Agency under this Agreement shall contain information as stated below:

- a. No more than monthly, City shall submit an invoice to Agency, with supporting documents, by the tenth day of the following month for actual work performed.
- b. Invoice to 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. Invoice shall also include certified payroll documentation if applicable and as required by the State of California, Department of Industrial Relations.

6. **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.

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

8. **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.

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

10. **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 Agency  
Riverside Transit Agency  
Attn: Director of Planning  
1825 Third Street, P.O. Box 59968  
Riverside, CA 92517-1968

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

12. **Defense Obligation.** Agency 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 the Agency, or of anyone employed by or working under the Agency, or 2) any breach of the Agreement by the Agency. 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. Agency 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 Agency and shall survive the termination of this Agreement.

City agrees, at its cost and expense, to promptly defend the Agency, and the Agency’s employees, officers, managers, agents and council members (collectively the “Agency 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 Agency Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Agency 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 Agency, and with well qualified, adequately insured and experienced legal counsel acceptable to Agency. 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.

13. **Indemnity.** Except as to the sole negligence or willful misconduct of the City, Agency 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 Agency or for services rendered to Agency 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 Agency or anyone employed or working under the Agency.

Except as to the sole negligence or willful misconduct of the Agency, City agrees to indemnify, protect and hold harmless the Agency and the Agency’s employees, officers, managers, agents, and Board Members (“Agency 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 Agency or for services rendered to City in the performance of this Agreement, notwithstanding that the Agency 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.

14. **Waiver.** No action or failure to act by the City and/or Agency 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.

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

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

17. **Termination.** City and Agency, upon ninety (90) days' written notice, shall 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.

18. **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.

19. **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.

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

21. **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.


22. **Interpretation.** City and Agency 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

RIVERSIDE TRANSIT AGENCY, a joint  
powers agency of the state of California

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

By: \_\_\_\_\_  
Chief Executive Officer

Attest:

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

Approved as to form:

By: \_\_\_\_\_  
Deputy City Attorney

Approved as to form:

By: \_\_\_\_\_  
General Counsel

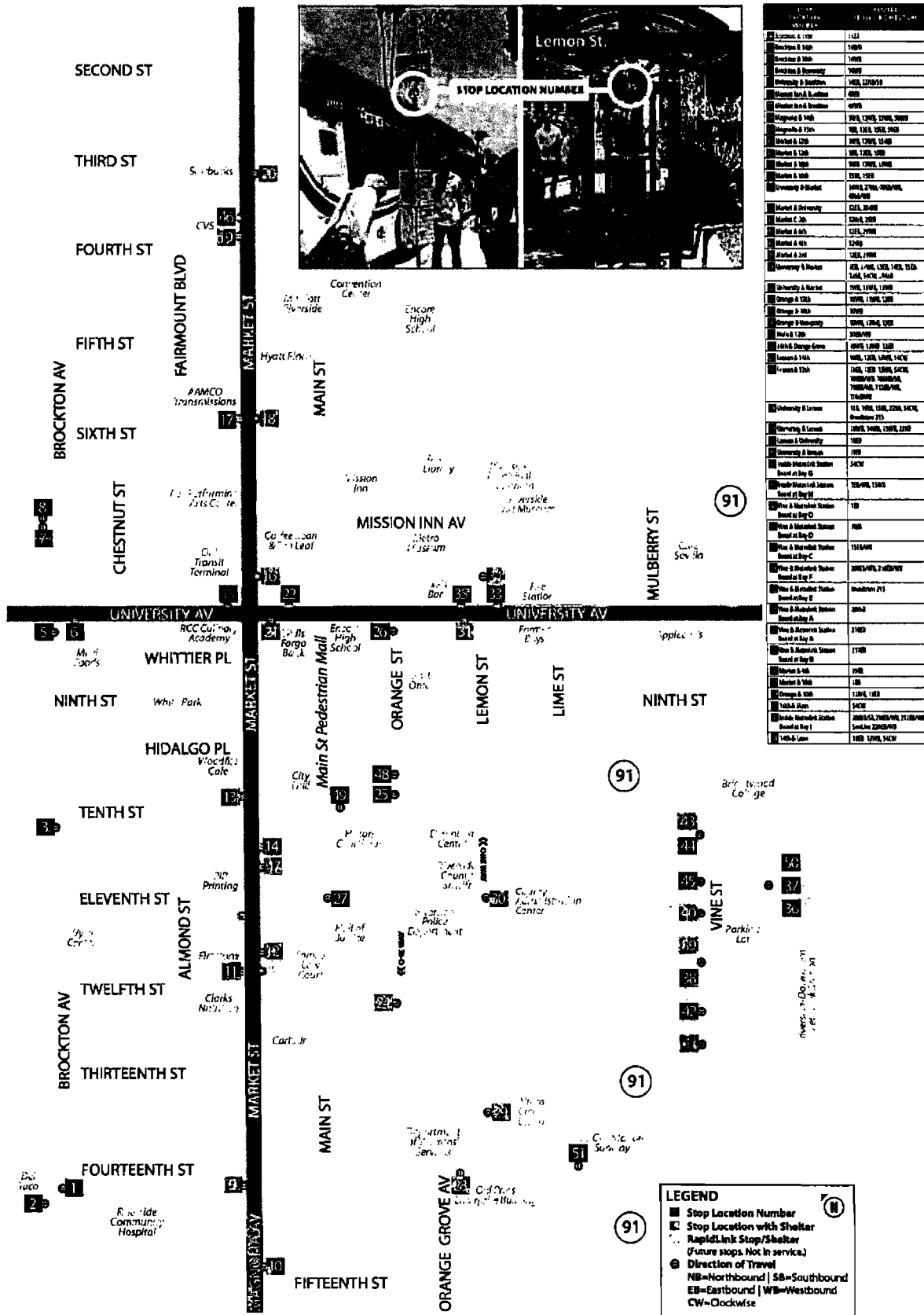
## **Exhibit “A”**



GRAND TOTAL	\$475,833
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# DOWNTOWN RIVERSIDE STOP MAP

EFFECTIVE DATE: JANUARY 8, 2017



STREET	STREET
1st St	14th St
2nd St	15th St
3rd St	16th St
4th St	17th St
5th St	18th St
6th St	19th St
7th St	20th St
8th St	21st St
9th St	22nd St
10th St	23rd St
11th St	24th St
12th St	25th St
13th St	26th St
14th St	27th St
15th St	28th St
16th St	29th St
17th St	30th St
18th St	31st St
19th St	32nd St
20th St	33rd St
21st St	34th St
22nd St	35th St
23rd St	36th St
24th St	37th St
25th St	38th St
26th St	39th St
27th St	40th St
28th St	41st St
29th St	42nd St
30th St	43rd St
31st St	44th St
32nd St	45th St
33rd St	46th St
34th St	47th St
35th St	48th St
36th St	49th St
37th St	50th St
38th St	51st St
39th St	52nd St
40th St	53rd St
41st St	54th St
42nd St	55th St
43rd St	56th St
44th St	57th St
45th St	58th St
46th St	59th St
47th St	60th St
48th St	61st St
49th St	62nd St
50th St	63rd St
51st St	64th St
52nd St	65th St
53rd St	66th St
54th St	67th St
55th St	68th St
56th St	69th St
57th St	70th St
58th St	71st St
59th St	72nd St
60th St	73rd St
61st St	74th St
62nd St	75th St
63rd St	76th St
64th St	77th St
65th St	78th St
66th St	79th St
67th St	80th St
68th St	81st St
69th St	82nd St
70th St	83rd St
71st St	84th St
72nd St	85th St
73rd St	86th St
74th St	87th St
75th St	88th St
76th St	89th St
77th St	90th St
78th St	91st St
79th St	92nd St
80th St	93rd St
81st St	94th St
82nd St	95th St
83rd St	96th St
84th St	97th St
85th St	98th St
86th St	99th St
87th St	100th St

4/21/2017

## RapidLink Summary

① Note: Engineer's opinion of probable cost includes the construction contingency in the summary below

NO	BUS STOP NAME	DIRECTION	CITY COST <sup>①</sup>
1	Sixth & Belle	EB	\$0
2	Sixth & Belle	WB	\$0
3	Magnolia & Mckinley	EB	\$0
4	Magnolia & Mckinley	WB	\$0
5	Magnolia & La Sierra	EB	\$22,022
6	Magnolia & La Sierra	WB	\$26,741
7	Kaiser Medical Center	EB	\$0
8	Kaiser Medical Center	WB	\$40,898
9	Galleria at Tyler	EB	\$31,460
10	Galleria at Tyler	WB	\$31,460
11	Cal Baptist University	EB	\$0
12	Cal Baptist University	WB	\$22,022
13	Riverside Plaza	EB	\$18,876
14	Riverside Plaza	WB	\$18,876
15	No	EB	\$0
16	Riverside City College	WB	\$25,168
17	University & Chicago	EB	\$40,898
18	University & Chicago	WB	\$31,460
19	University Village (Bannockburn)	EB	\$31,460
20	University Village	WB	\$31,460
21	UCR	WB	\$22,022
	<b>SUBTOTAL</b>		<b>\$394,823</b>
	<b>*Locations listed with \$0 costs do not need Bud Pads</b>		
	<b>SUBTOTAL</b>		<b>\$ 394,823</b>
	<b>Soft Costs -</b>		
	Engineering/Environmental	0.10	\$39,482
	Construction Management/Staking/Administration	0.10	\$39,482
	Permitting/Traffic Control	0.05	\$19,741

<b>GRAND TOTAL</b>		<b>\$493,529</b>
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# Rapid

CORONA • MAGNOLIA AVE • UCR GOLD LINE

## Moving You at the Speed of Life

Get ready for a bus with faster more frequent service, a modern look and a whole new attitude. Say hello to RapidLink.

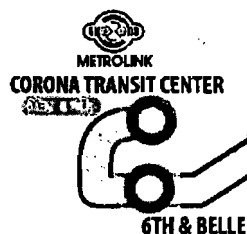
The Riverside Transit Agency is proud to launch this premium service, which will employ its own unique brand of RapidLink buses and stops. The Gold Line is expected to launch in 2017 between Corona Transit Center and UC Riverside (UCR) along Magnolia and University avenues.

RapidLink's weekday service will be frequent with buses departing Corona and UCR every 15 minutes during peak commuting hours. That's good news for the 7,000 customers who catch buses every day along the busy 19-mile corridor. The other good news is RapidLink travel times will be up to 30 percent faster than Route 1, which travels along the same corridor. The cost to ride will be the same as existing RTA local bus routes.

The new buses are expected to arrive at RTA by late 2016. This fleet will continue RTA's tradition of using clean-burning Compressed Natural Gas and feature 38 seats, free Wi-Fi, USB chargers and a rack that can carry up to two bikes.

RapidLink service between Corona Transit Center and UCR will serve 14 bus stops. These special stops will be reserved exclusively for RapidLink buses and come with modern shelters, solar-powered lighting and information signage. Stops will be located at many popular destinations. Design of the new stops has already begun and their construction will occur between summer and fall of 2016.

With the launch of RapidLink, RTA will usher in a new faster era of transit service with comfort, style and reliability. To view the latest information on the project and to sign up to receive project email alerts, visit [RiversideTransit.com](http://RiversideTransit.com).



### SERVICE BEGINS: 2017

Monday-Friday / 5:30 a.m. to 8:30 a.m. and 2:30 p.m. to 5:30 p.m. / Every 15 minutes

- Route Length: 19 miles
- Number of Bus Stops: 14
- Time Savings: Up to 30% over Route 1
- Fare: \$1.50 per ride or \$50 for 30-day pass with discounts available for seniors, disabled, students and veterans. Go-Pass and U-Pass accepted.
- Buses
  - o Compressed Natural Gas
  - o Low-floor
  - o 100% wheelchair accessible
  - o Free Wi-Fi service
  - o USB chargers
  - o Real-time GPS bus tracking
  - o Two-position bike rack
- Bus Stops
  - o Shelters
  - o Benches
  - o Solar-powered lighting
  - o Schedule and route information



(951) 565-5002 / [RiversideTransit.com](http://RiversideTransit.com)

DRAFT - v15-0722

**Exhibit B**  
**Project Funding Plan**

<b>PHASE</b>	<b>Prop 1b transit security grant program</b>	<b>Funding Constraints</b>
<b>Architecture &amp; Engineering (A&amp;E)</b>	Included in total	Grant performance period ends on 3/31/2019. All work must be completed within the performance period.
<b>Right of Way</b>	N/A	
<b>Construction</b>	Included in total	
<b>TOTAL Funding</b>	<b>\$969,362</b>	Indirect costs and Management and Administration are not allowable costs with Prop1B funds.