

REIMBURSEMENT AGREEMENT

CITY OF RIVERSIDE

AND

RIVERSIDE TRANSIT AGENCY

(High Intensity Activated Crosswalk Installation at Third Street and Anderson Avenue)

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, _____, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”) and the RIVERSIDE TRANSIT AGENCY, a joint powers agency of the state of California (“Agency”) with reference to the following facts:

RECITALS

- A.** Agency operates offices at 1825 Third Street Riverside, CA 92507; and
- B.** The City and Agency have identified the need to install a High Intensity Activated Crosswalk (“HAWK”) at Third Street and Anderson Avenue (“Project”); and
- C.** The City and Agency desire to partner together to design, administer, and construct the Project; and
- D.** It is the express intent of the parties that the City shall at all times be the sole and exclusive owner of the Equipment, regardless of the Agency’s role in the procurement process.
- E.** This Agreement defines specific terms, conditions, and funding responsibilities between the City and Agency for the Project.

NOW THEREFORE, the Parties hereto agree as follows:

1. Work. The Work shall consist of all entitlements including any applicable California Environmental Quality Act (CEQA) documentation and construction required to complete the High Intensity Activated Crosswalk (“HAWK”) installation at Third Street and Anderson Avenue to City specifications. The Work includes, but is not limited to: all design, engineering, plans, estimates, materials, supplies, Utilities, labor, construction, inspection, and other services, as required by any CEQA, Agency or City approvals.

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

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

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

3. Compensation. Agency shall reimburse the full costs expended for the Work, except that the City shall fund entitlements, including applicable CEQA documentation. The City shall keep accurate records of costs expended for the Work and provide a copy to Agency. Upon the City's acceptance of the Work as completed, the City shall deliver to the Agency an invoice with the total amount to be reimbursed. The estimate is Three Hundred Fifteen Thousand Dollars (\$315,000.000), plus 10 percent contingency for construction costs. Agency shall supply a letter of commitment for payment of the actual bid amount (plus 10 percent contingency for construction costs) prior to the award of the construction contract. If Agency does not concur with bid results, the City shall rebid the project. This compensation shall not be increased beyond the amount described in the bidding results letter, without a signed agreement in writing by the City and Agency.

4. City's ownership of equipment. Title to all equipment for traffic signal systems and associated appurtenances ("Equipment") acquired by the Agency pursuant to this Agreement shall vest immediately and exclusively in the City upon delivery and acceptance of such Equipment by the City. Agency shall not at any time acquire, hold, or retain any ownership interest in the Equipment.

5. Asset management. The City shall be solely responsible for the management, maintenance, repair, and eventual disposition of the Equipment. The City agrees to apply all applicable procurement, asset management, and disposition policies to the Equipment, consistent with its own policies and state law

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

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

8. Compliance with Applicable Law. The 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, as applicable to construction of the Work in accordance with approved plans.

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

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

<u>City</u>	<u>Agency</u>
City of Riverside Gil Hernandez, Public Works Director 3900 Main Street, 4 th Floor Riverside, CA 92522	Riverside Transit Agency Attn: Melissa Blankenship 1825 Third Street P.O. Box 59968 Riverside, CA 92517-1968

11. Nondiscrimination. Except as provided in Section 12940 of the California Government Code, the Parties shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical handicap, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation, genetic information, gender, gender identity, or gender expression, veteran or military status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment. Contractor shall also comply with the requirements of the Americans with Disabilities Act in the performance of the Agreement.

12. Defense and Indemnity Obligation. Agency agrees, at its cost and expense, to promptly defend and indemnify 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 Agency, or of anyone employed by or working under Agency, or 2) any breach of the Agreement by Agency. This duty to defend and indemnify shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the City Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that City Parties to be Defended are responsible, in part, for any loss, damage or injury. 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 and indemnify 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 and indemnify the Agency, and the Agency's employees, officers, managers, agents and Board 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 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 and indemnify 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 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 and indemnify as set forth herein is binding on the successors, assigns and heirs of the City and shall survive the termination of this Agreement.

13. Hold Harmless. Except as to the sole negligence or willful misconduct of the City, Agency agrees to 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 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, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Agency, its officers, agents, or employees. This hold harmless provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of Agency or anyone employed or working under Agency.

Except as to the sole negligence or willful misconduct of the Agency, City agrees to 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 the City in the performance of this Agreement, notwithstanding that the Agency may have benefited from its work or services, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the City, its officers, agents, or employees. This hold harmless 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. Insurance.

a. **Commercial General Liability (CGL).** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

b. **Automobile Liability.** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **\$5,000,000** per accident for bodily injury and property damage.

c. **Workers' Compensation.** Insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

d. **Professional Liability.** City, Agency or its subconsultants shall maintain coverage with limits no less than **\$2,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.

e. **Builder's Risk (Course of Construction).** Insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

f. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.

g. Other Insurance Provisions (Applicable to All Phases)

i. **Self-Insured Retentions.** Must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 [fill in the amount for your comfort level for the specific Contractor and job – it could be much higher, or in the case of a very small Contractor, you might want it lower] unless approved in writing by City. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs,

including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification.

- ii. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- **The City, its 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 Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- For any claims related to this project, the **Contractor's insurance coverage shall be primary and non-contributory** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- **Builder's Risk (Course of Construction) Insurance.** Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name the City as a loss payee** as their interest may appear.
- **Bonds?**

- i. **Claims Made Policies.** If any coverage required is written on a claims-made coverage form:

- The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
- Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must

purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.

- A copy of the claims reporting requirements must be submitted to the City for review.
- If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

h. Duration of Coverage. CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

i. Umbrella or Excess Policies. The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor’s primary and excess liability policies are exhausted.

j. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

k. Waiver of Subrogation. **Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers’ Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

l. Verification of Coverage. Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and

approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

m. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

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

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

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

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

20. Digital and Counterpart Signatures. Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a "digital signature" is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF RIVERSIDE, a California charter city and municipal corporation RIVERSIDE TRANSIT AGENCY, a joint powers agency of the state of California

City Manager

Kristin Warsinski

ATTEST:

Kristin Warsinski

Printed Name

CEO

Title

City Clerk

Barbara Raileann

Barbara Raileann (Dec 5, 2025 15:29:33 PST)

Certified as to Availability of Funds:

Kristin Warsinski

Chief Financial Officer

APPROVED AS TO FORM:

Barbara Raileann

Printed Name

General Counsel

Title

APPROVED AS TO FORM:

Tam A. Tso

Deputy City Attorney