

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

113A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
May 11, 2009

SUBJECT: Amendment Number One to the Reimbursement Agreement between the Western Riverside County Regional Wastewater Authority (Authority) and the County of Riverside (County) for the Construction of Sewer Pipeline Facilities, as part of the County's Project to Construct the Replacement River Road Bridge over the Santa Ana River, Norco Area.

RECOMMENDED MOTION: Approve Amendment Number One to the "Reimbursement Agreement for the Construction of One 30-Inch Sewer Force Main Located in River Road Bridge Over the Santa Ana River by Riverside County" and authorize the Chairman of the Board to execute the agreement amendment on behalf of the County of Riverside.

BACKGROUND: By Board action dated July 15, 2008, agenda item no. 3.57, the Board of Supervisors approved the "Reimbursement Agreement for the Construction of One 30-Inch

Juan C. Perez
Director of Transportation

JCP:sd
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 1,260,040	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2008/2009
SOURCE OF FUNDS: Western Riverside County Regional Wastewater Authority (100%)				Positions To Be Deleted Per A-30 <input type="checkbox"/> Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
 BY:
 MARSHAL VICTOR
 DATE: 5/16/09

Departmental Concurrence
 Policy
 Policy
 Consent
 Consent
 Dep't Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref. 7/15/08 (3.57) | District: 2 | Agenda Number:
12/23/08 (3.34)

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.34

The Honorable Board of Supervisors

RE: Amendment Number One to the Reimbursement Agreement between the Western Riverside County Regional Wastewater Authority (Authority) and the County of Riverside (County) for the Construction of Sewer Pipeline Facilities, as part of the County's Project to Construct the Replacement River Road Bridge over the Santa Ana River, Norco Area.

May 11, 2009

Page 2 of 2

Sewer Force Main Located in River Road Bridge over the Santa Ana River by Riverside County".

The Authority owns a 30 inch diameter pressurized sewer pipeline that is in conflict with a portion of the County's project improvements. The Authority intends to relocate that pipeline into the new bridge structure, and has requested the County to include the work in its construction contract.

The original engineer's estimate of costs that was prepared by the Authority and referenced in the reimbursement agreement was \$4,019,500. Due to the substantial estimated cost for the pipeline relocation, the reimbursement agreement provided for a separate escrow agreement to be executed subsequent to the receipt of bids. This would allow the Authority to collect interest on the funds deposited for the pipeline construction until the funds were expended.

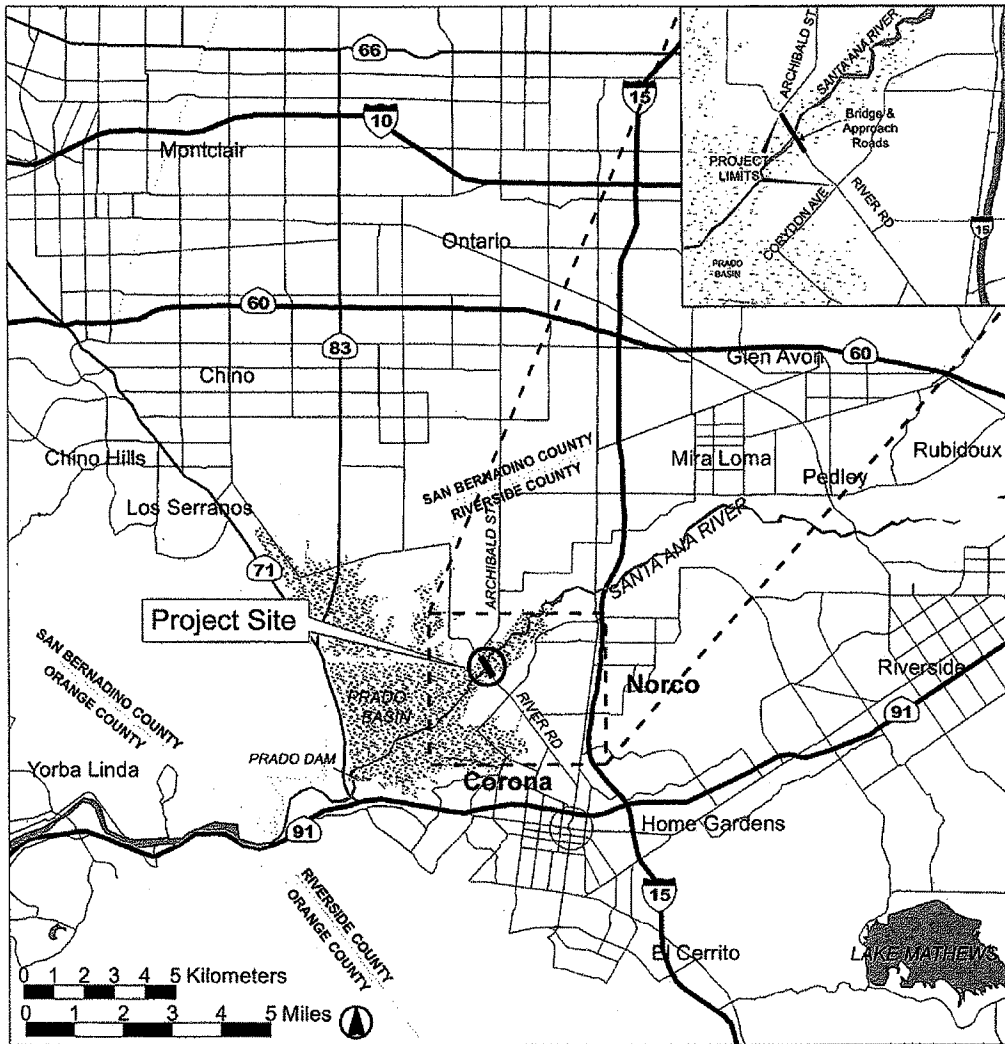
The County of Riverside has awarded the construction contract to the firm Sukut-Myers, Joint Venture by Board action dated 12/23/08, agenda item number 3.34. Due to the County's receipt of lower than expected bid prices, the total estimated cost for the Authority's pipeline has been reduced to \$1,260,040. Because of the lower total cost estimate, it is now mutually desired to eliminate the cost and complexity of the escrow account procedures. The Authority desires to deposit funds directly with the County.

All costs associated with the relocation of the 30 inch diameter sewer pipeline will be borne by the Authority.

The Authority has executed the submitted agreement amendment, which has been reviewed and approved by County Counsel.

Project no. B9-0983.

Figure 1-1: Location Map of the River Road Bridge Replacement Project



Sources: ESRI, 1999; Myra L. Frank & Associates, Inc., 2000.



Amendment Number One
To
Reimbursement Agreement For The
Construction of One 30-Inch Sewer Force Main
Located in River Road Bridge over the
Santa Ana River by Riverside County

County Project No. A7-0298

This Amendment No. One is made and entered into this 10th day of March, 2009, by and between Western Riverside County Regional Wastewater Authority (hereinafter the "Authority"), a joint powers public agency, and the County of Riverside, a political subdivision of the State of California (hereinafter the "County").

RECITALS

- (A) County and Authority entered into a Reimbursement Agreement, hereinafter referred to as Agreement", on July 15, 2008 to relocate and construct a 30-inch pressurized sewer pipeline into the replacement bridge on River Road over the Santa Ana River, referred to herein as Pipeline Improvement@, which specified the terms and conditions under which the Pipeline Improvement is to be financed, designed, administered and constructed.
- (B) County, as lead agency, advertized for public construction bids, which were received on October 22, 2008. The low responsive bid for the County's bridge construction work, hereinafter "Project", including the work of Pipeline Improvement, was submitted by the firm of Sukut-Myers, Joint Venture, referred to herein as Contractor. The low bid amount for Pipeline Improvement was in the amount of \$1,085,040.00 (also known as "Alternative B Bid Amount").
- (C) The County and the Authority now desire to amend the Agreement by this Amendment. The purpose of this Amendment is to fulfill the Authority's payment obligations under the Agreement, including but not limited to the Authority's obligation to provide written assurance of adequate and sufficient funds to meet its obligations under said Agreement.

The subject of the Agreement and this Amendment is to provide financial contributions for the construction of one 30-inch sewer force main located in the County's River Road Bridge over the Santa Ana River as more particularly described in the Agreement.

NOW, THEREFORE, it is mutually agreed as follows:

1. Exhibit "A" described and attached to the Agreement is hereby replaced and superseded by the attached Exhibit "A", which includes costs for pipeline improvements as bid by County's Contractor.
2. This Amendment shall replace and supersede the Escrow Agreement described and attached to the Agreement as Exhibit "B". Exhibit B to the Reimbursement Agreement is hereby deleted, including all original references thereto.
3. Add Section 3. To the Reimbursement Agreement as follows:

3. Funding and Payment Instructions

3.1 The Authority shall deposit funds with the County when the County's Contractor is notified by its supplier that the pipe is ready for delivery to cover costs shown on Exhibit A to this Amendment. This deposit is to consist of (1) \$1,085,040.00, representing the total Alternate B Bid Amount and (2) \$ 175,000.000 representing the County Administrative, and estimated Survey and Soils Testing Fees for a total deposit of \$1,260,040.00. Any additional payments requested by the County for change orders to the Construction Contract and County Construction Management and Administrative costs will be paid in accordance with the Agreement.

3.2 The County shall make payments to its Construction Contractor, no more than once monthly, for the amounts submitted on the monthly, Payment Authorization form attached to this Amendment as Exhibit B. Payments will be made for Pipeline Improvement concurrently with payments for Project. County will maintain separate bid

schedules for work of Pipeline Improvement. The application for payment shall set forth the amount to be paid, and contain the approval of Authority.

3.3 An authorized representative of the Authority must approve in writing applications for payments before disbursement of funds is made by the County. The County will accept facsimile signatures or signed documents by email, scanned into PDF format, with original signatures to follow. Representatives of Authority and County shall cooperate in good faith so as to protect the interests of Authority while avoiding delays in proper payments to County's contractors.

3.4 The County shall provide account statements by U. S. mail, facsimile or email to the Authority after each payment to its Contractor and at the completion of the Pipeline Improvement and the Project.

3.5 Should any of the funds deposited by the Authority with County remain upon completion of the project and all final accountings, they shall be paid to the Authority as set forth in the last paragraph of Section 2 of the Agreement within 90 days after the issuance of the Notice of Completion by the County to the County's contractor for Project. It is mutually agreed and understood that County is not obligated to pay interest on any such funds.

4. Replace Section 12 of the Agreement with the following:

12. All communications, notices, requests, consents or demands given or required under this Agreement shall be in writing and shall be deemed to have been duly given when delivered to, sent by facsimile with acknowledged receipt or recognized courier service with acknowledged receipt, or five days after being mailed by prepaid registered or certified mail addressed to, the party for whom intended, as follows, or to such other address as may be furnished by such party by notice in the manner provided herein:

County: County of Riverside
Transportation Department
4080 Lemon Street, 8th Floor

Riverside, CA. 92501
Attn: Juan C. Perez, Director
Telephone: (951) 955-6740
Fax: (951) 955-3198

Authority: Western Riverside County Regional Wastewater Authority
C/o Western Municipal Water District
450 E. Alessandro Boulevard
Riverside, CA 92508
Attn: Administrator
Telephone: (951) 789-5000
Fax: (951) 789-3837

5. Add a new Section 16 to the Agreement as follows:
 16. The name, title, and specimen signature of each individual authorized by the Authority to provide notices hereunder (including payment applications) is attached as Exhibit C hereto and the Authority represents and warrants that each individual so listed is authorized to give such notice.

6. Add a new Section 17 to the Agreement as follows:
 17. If any provision of the Agreement or this Amendment is held to be invalid or unenforceable by a court of competent jurisdiction, this Amendment shall be interpreted and enforceable as if such provision were severed or limited, but only to the extent necessary to render such provision and this Amendment enforceable.


7. Add a new Section 18 to the Agreement as follows:
 18. This Amendment shall in all respects be governed by and construed in accordance with the laws of the State of California applicable to agreements made and fully to be performed in such state, without giving effect to conflicts of law principles.

This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties below have caused this Amendment to be executed.

COUNTY APPROVALS

RECOMMENDED FOR APPROVAL:


By 

Juan C. Perez,
Director of Transportation

Dated: 5/4/09

APPROVED AS TO FORM:

Pamela J. Walls
County Counsel

By  5/4/09

Deputy Marsha L. Victor

COUNTY OF RIVERSIDE

By: _____
Chairperson
Board of Supervisors


Dated: _____

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board

By _____
Deputy


**Western Riverside County Regional
Wastewater Authority Approvals**

ATTEST:

By 

Jeffrey D. Sims
Administrator

**WESTERN RIVERSIDE COUNTY
REGIONAL WASTEWATER
AUTHORITY**

By 

Brenda Dennstedt
Chair

Exhibit A

APPORTIONMENT OF COSTS

**Reimbursement Agreement For The Installation Of Western Riverside County Regional
Wastewater Authority Sewer Pipeline Facilities
Located On River Road at the Santa Ana River**

**County of Riverside Bridge Replacement Project
River Road Bridge over the Santa Ana River
County Project No. A7-0298**

Activity (Related to Pipeline Facilities)	Estimated Costs (County)	Estimated Costs (Owner)	Estimated Costs (Total)
Construction of Improvements 30" Force Sewer Main (Under County's Construction Contract)	0	1,085,040	1,085,040
Survey Staking (By County Staff) (3% est)	0	100,000	100,000
Soils Testing (By County Staff) (2% est.)	0	65,000	65,000
Contract Administration (By County)	0	10,000	10,000
Totals:	0	1,260,040	1,260,040
Total Authorized Deposit:	0	1,260,040	1,260,040

Deposit amount shall be the above "Total Authorized Deposit", payable to County when pipe supplier notifies County's Contractor that pipe is ready for delivery.

Exhibit B

Western Riverside County Regional Wastewater Authority

Payment Authorization

No. _____

Payable to Sukut-Meyers, Joint Venture

River Road Bridge Sewer Force Main Pipeline Relocation Project

Date: _____

Representatives from Western Municipal Water District as Administrators for Western Riverside County Regional Wastewater Authority are herewith authorizing the County of Riverside to make payment to Sukut-Meyers Joint Venture in the following total amount:

\$ _____ (_____ Dollars)

This Payment Authorization is based on the attached Partial Pay Request for construction of the Western Riverside County Regional Wastewater Authority Sewer Force Main.

Partial Payment Request I.D.: _____

Western Riverside County Regional Wastewater
Authority Authorized Representative

By _____

Exhibit C
Authorized Representatives
of
Western Riverside County Regional Wastewater Authority
with
Specimen Signatures

Name: Signature: _____

Name: Signature: _____

Name: Signature: _____

Name: Signature: _____

Name: Signature: _____