

724 A



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

FROM: TLMA - Transportation Department

SUBMITTAL DATE:
November 14, 2012

SUBJECT: Amendment Number One to the Reimbursement Agreement between the County of Riverside (County) and the Jurupa Community Services District (JCSD) for the construction of sewer and recycled water pipeline facilities as part of the County Project to construct the Van Buren Boulevard Bridge over the Santa Ana River, City of Jurupa Valley area.

RECOMMENDED MOTION:

- 1) Approve Amendment Number One to the "Reimbursement Agreement for the Construction of Jurupa Community Services District Facilities as Part of the Van Buren Bridge and Roadway Replacement Project by Riverside County," and;

JCP:sd

Juan C. Perez
Director of Transportation and Land Management

(Continued on Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 218,966	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$0	Budget Adjustment:	Yes
	Annual Net County Cost:	\$0	For Fiscal Year:	2012/2013

SOURCE OF FUNDS: Jurupa Community Services District (JCSD) 100%	Positions To Be Deleted Per A-30	<input type="checkbox"/>
There are no General Funds used in this project.	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Tina Grande

County Executive Office Signature

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY:
SAMUEL WONG
Department Manager

FORM APPROVED COUNTY COUNSEL
DATE: 11/14/12
BY:
MARSHAL VICTOR

Dept't Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref. 9/2/2008 (3.151) | District: 2/2 | Agenda Number:

3.29

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

The Honorable Board of Supervisors

RE: Amendment Number One to the Reimbursement Agreement between the County of Riverside (County) and the Jurupa Community Services District (JCSD) for the construction of sewer and recycled water pipeline facilities as part of the County Project to construct the Van Buren Boulevard Bridge over the Santa Ana River, City of Jurupa Valley area.

November 14, 2012

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- 2) Authorize the Chairman of the Board to execute the Agreement Amendment on behalf of the County, and;
- 3) Approve and direct the Auditor-Controller to make the budget adjustments as shown in Attachment A, attached.

BACKGROUND: By Board action dated September 2, 2008, Agenda Item No. 3.151, the Board of Supervisors approved the "Reimbursement Agreement for the Construction of Jurupa Community Services District Facilities as Part of the Van Buren Bridge and Roadway Replacement Project by Riverside County" and authorized the Chairman of the Board to execute the Agreement on behalf of the County.

The executed Agreement provides for the installation of a 24-inch sewer pipeline and an 18-inch recycled water pipeline, for future use, into the new Van Buren Boulevard Bridge structure as part of the County's construction contract.

The total estimate of costs for the work under the Agreement was \$1,601,898.00. The County awarded the construction contract to the firm of Griffith Company due to the County's receipt of lower than expected bid prices.

After the project was awarded for construction, JCSD requested that the County negotiate a Construction Change Order (CCO) for the extension of the sewer pipeline beyond the original designated limits of the facilities. The County has negotiated CCO #12 with its contractor in the amount of \$431,785.54 and has received written concurrence from JCSD to approve CCO #12 and commence construction of the sewer pipeline extension. The additional work increases the JCSD costs from \$1,601,898.00 to a total of \$1,820,864.00, as shown on Exhibit "A".

All costs associated with the installation of a 24-inch sewer pipeline and an 18-inch recycled water pipeline, including the extension of a 24-Inch sewer pipeline beyond the original designated limit of work from the Van Buren Boulevard Bridge to the Jurupa Avenue sewer pipeline, will be borne by JCSD.

JCSD has executed the submitted Agreement Amendment, which has been reviewed and approved by County Counsel.

Project No. B0-0801

The Honorable Board of Supervisors

RE: Amendment Number One to the Reimbursement Agreement between the County of Riverside (County) and the Jurupa Community Services District (JCSD) for the construction of sewer and recycled water pipeline facilities as part of the County Project to construct the Van Buren Boulevard Bridge over the Santa Ana River, City of Jurupa Valley area.

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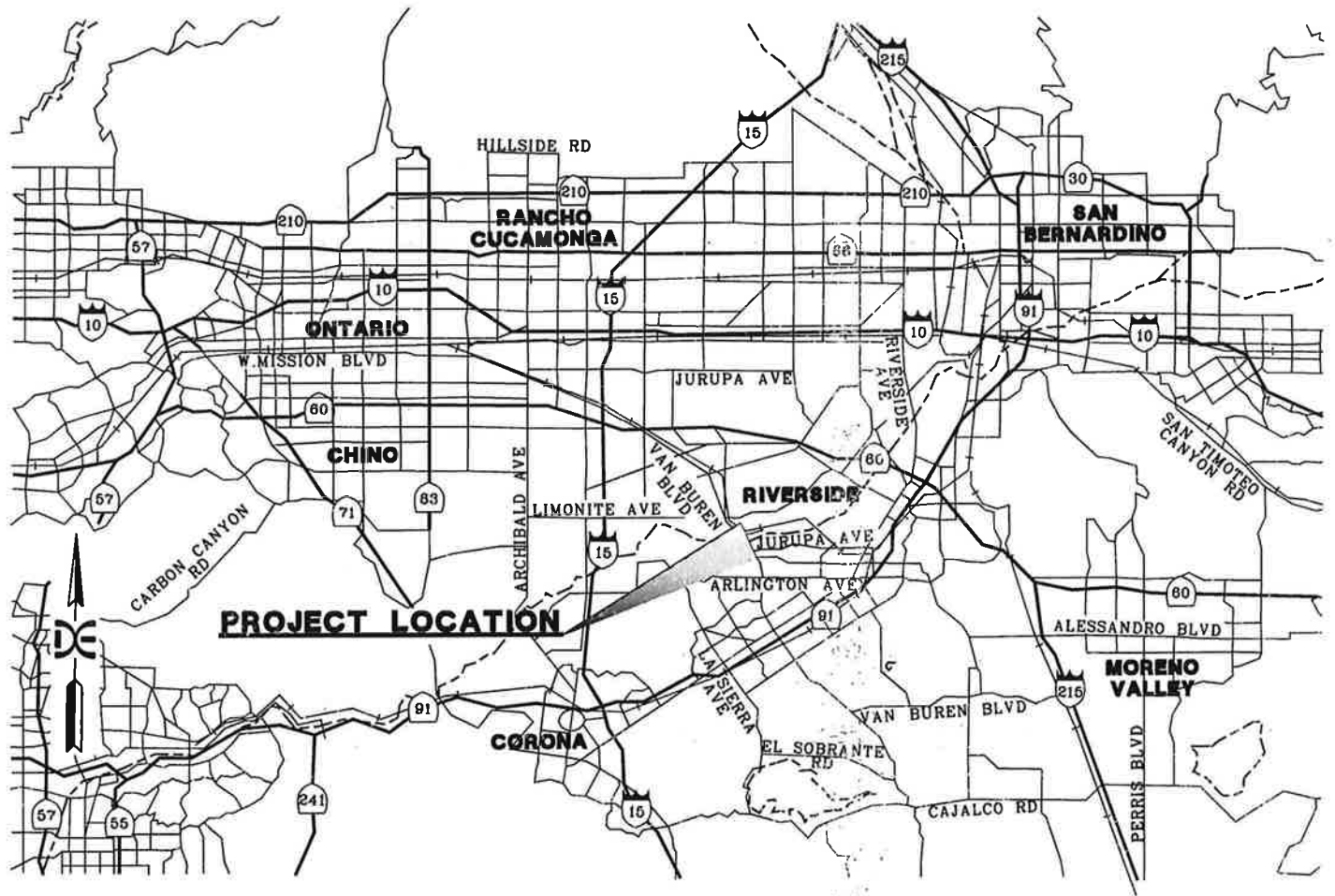
ATTACHMENT A

Increase Estimated Revenues:

20000-3130500000-777520 Reimbursement for Services	\$218,966
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Increase Appropriations:

20000-3130500000-527980 Contracts	\$218,966
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VICINITY MAP

BRIDGE AND STREET IMPROVEMENTS ON
 VAN BUREN BOULEVARD
 IN RIVERSIDE COUNTY



2385 IRON POINT ROAD, SUITE 200
 FOLSOM, CA 95630

(916) 858-0642

Amendment Number One

to

REIMBURSEMENT AGREEMENT FOR THE CONSTRUCTION OF JURUPA COMMUNITY SERVICES DISTRICT FACILITIES AS PART OF THE VAN BUREN BRIDGE AND ROADWAY REPLACEMENT PROJECT BY RIVERSIDE COUNTY

This Amendment No. One is made and entered into this _____ day of _____, 2012, by and between the **Jurupa Community Services District** (hereinafter, "JCSD"), a public agency and the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California (hereinafter "County").

RECITALS

- (A) County and JCSD entered into a Reimbursement Agreement, hereinafter referred to as "Agreement" on September 2, 2008 for the construction of two 24-Inch sewer pipelines and one 18-inch recycled water pipeline (hereinafter "JCSD Facilities") within the replacement bridge on Van Buren Boulevard over the Santa Ana River, which specified the terms and conditions under which the JCSD Facilities are to be financed, designed, administered and constructed.
- (B) County, as lead agency, advertized for public construction bids, which were received on April 8, 2009. The low responsive bid for the County's bridge construction work, hereinafter "Project", including the work of constructing JCSD Facilities, was submitted by the firm of Griffith Company, referred to herein as "Contractor". The low bid amount for the construction of JCSD Facilities, as bid by Contractor for Alternate Bid Schedules "A" and "B", totaled \$1,201,276. The original estimate of costs for the construction of the JCSD Facilities was \$1,436,680.
- (C) JCSD approved the award of Alternate Bid Schedules "A" and "B", and County included the work of constructing JCSD facilities in its award of the construction contract with Contractor.
- (D) JCSD has requested the County to negotiate a Construction Change Order (CCO) for the extension of the Sewer pipelines beyond the original designated limits of the facilities. County has negotiated CCO number 12 with its Contractor, in the amount of \$431,785.54, and has received written concurrence from JCSD to approve the CCO and commence construction of the sewer pipeline extension. No changes to the scope of work for the reclaimed water pipeline have been requested by JCSD.

- (E) Section 2 of the Agreement provided that if changes were made during construction requiring additional work that work should be funded by JCSD.
- (F) The County and JCSD now desire to amend the Agreement by this Amendment to provide for the funding of the additional work, as requested by JCSD.

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 originally requested by JCSD and bid by County's Contractor, and includes the costs for the additional work as requested by JCSD and as provided under CCO Number 12 to the construction contract.
2. A copy of CCO Number 12 acceptable to JCSD is attached hereto and incorporated herein, designated as Exhibit "B".
3. JCSD placed a deposit into trust with the County in the amount of \$1,441,710.00 (JCSD Check number 062245) for the original construction of the JCSD Facilities. It is mutually agreed that no additional deposit is necessary for the additional work, and the final costs will be billed by the County to JCSD after completion of all work performed by County and Contractor on behalf of JCSD.
4. Section 6 "Construction and Inspection Responsibilities" is deleted and replaced in its entirety with the following:

All JCSD Facilities furnished, constructed and installed by County's Contractor shall be installed in strict compliance with JCSD's plans and specifications. All materials furnished by County's Contractor must conform to JCSD's approved material list. Any and all deviations from said plans and specifications must be approved by JCSD, in writing, prior to being made. Change orders involving JCSD's Facilities shall not be implemented by County without JCSD's prior written approval. However, JCSD agrees that County's Resident Engineer, who is the County's on-site construction manager, may order the Change Order or additional work, in advance of receipt of written authorization from JCSD, if the County's Resident Engineer determines that additional work is urgently needed for the protection of life or property or to avoid loss of productivity that is likely to result in a delay claim against either County or JCSD. County's Resident Engineer shall request verbal approval prior to ordering such urgently needed change or additional work, and JCSD shall exercise best efforts to respond to such request for approval for change or additional work as quickly as reasonably possible. JCSD shall be responsible for delay claims asserted by the Contractor resulting from JCSD's failure to respond timely to any request for approval of a Change Order or additional work.

County's Resident Engineer shall notify JCSD immediately after ordering urgently needed change or additional work.

JCSD shall be responsible to inspect the furnishing and installation of all JCSD Facilities and the performance of the involved work by County's Contractor for compliance with the approved plans and specifications. Said inspection shall be made through and in coordination with the County's Resident Engineer. It is specifically understood that JCSD's inspection personnel shall have the authority, through the County's Resident Engineer, to enforce JCSD's plans and specifications for the JCSD Facilities, which authority shall include the authority to require that any and all unacceptable materials, workmanship and/or installation be replaced, repaired or corrected by County's Contractor without cost to JCSD. All inspection costs incurred by JCSD will be solely paid by JCSD. Contract administration costs attributable to JCSD facilities shall also be paid by JCSD, and shall be a fixed amount of 1.5% of the final contract amount for JCSD Facilities. Administrative costs shall include costs for coordination, insertion of JCSD prepared plans and specifications in County's bid documents, bidding, preparation of contracts, administration of contract, and other tasks associated with the administration of the JCSD Facilities. County and JCSD agree that the estimate for administrative costs shall be the final costs, and that an actual accounting of costs would be burdensome.

Said contract administration costs do not include negotiations for contract change orders and claims resolution related to the JCSD Facilities, which costs shall be borne separately by JCSD.

5. 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.
6. 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.
7. 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.
8. All terms and conditions of the Agreement shall remain in full force, except as specifically modified hereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement Amendment as of the date indicated above.

COUNTY OF RIVERSIDE

JURUPA COMMUNITY SERVICES DISTRICT

By _____
Chairman of the Board of Supervisors

By [Signature]
BOARD PRESIDENT

Dated _____

Dated 9/24/12

ATTEST:

ATTEST:

By _____

By [Signature]
GENERAL MANAGER



APPROVED AS TO FORM:

APPROVED AS TO FORM:

FORM APPROVED COUNTY COUNSEL

BY: [Signature] 11/14/12
MARSHAL L. VICTOR DATE

By _____

By [Signature]
GENERAL COUNSEL

Exhibit A

**Van Buren Bridge and Roadway Replacement Project
Construction Agreement
Between the County of Riverside
And Jurupa Community Services District**

Amendment Number One

Work requested by Jurupa Community Services District

Item	Estimated Costs (County)	Original Estimated Costs (Owner)	Revised Estimated Costs (Owner)	Revised Estimated Costs (Total)
Recycled Water Line (Alternate "A")	0	413,290	309,184	309,184
Sewer Pipeline (Alternate "B")	0	1,023,390	892,092	892,092
Extension of Sewer Pipeline (CCO 12)	0	0	431,786	431,786
Subtotal:	0	1,436,680	1,633,062	1,633,062
Contract Administration (1.5%)	0	21,550	24,495.93	24,495.93
Contingencies (10%)	0	143,668	163,306	163,306
Totals:	0	1,601,898	1,820,864	1,820,864

Exhibit B

LETTER OF TRANSMITTAL

**Local Agency: County of Riverside
Transportation Department**

**DATE: November 17, 2011
File: Van Buren Bridge Project
W.O. No.: B0-0801
C.C.O.: 12**

TO: Juan C. Perez

From: Hugh Smith

\$431,785.54 (1.89% of the original contract amount of \$22,875,573.00)

Contract Change Order No. 12 became necessary to construct the sewer forcemain extension from Sta 84+32 to 97+44 (Alt No. 2), sewer forcemain extension at the intersection of Van Buren Blvd. and blow-off assembly at Sta 112+73 in accordance with Jurupa Community Services District red lined plans and standards. These changes were incorporated by JCSD in anticipation of the future sewer forcemain connection to the City of Riverside treatment plant.

The inclusion of the installation of the 24" sewer forcemain extension in conjunction with the bridge project promotes convenience and safety for the travelling public. There will be less impact to the public since the construction of the Van Buren Bridge project is in progress.

The installation of the sewer forcemain extension with the bridge project will also eliminate disturbing the new roadway structural section placed with the bridge project and avoid unsightly AC pavement patch work.

The amount of Contract Change Order No. 12 is funded entirely by JCSD per the attached commitment letter from JCSD to Mr. Tayfun Saglam.

File: Van Buren Bridge Project
W.O. No.: B0-0801
C.C.O. No. 12
Page 2


The amount of this Change Order is \$431,785.54 and the accumulation of all Contract Change Orders thus far, including this one, is \$1,446,785.05.

Previous Contract Change Order Amounts Approved: \$1,014,999.51
 See C.C.O. History
 (attached)

This Contract Change Order was discussed with Mr. Tayfun Saglam and he gave his concurrence to this change.

Adjustment of Time: 16 Days

ESTIMATE OF COST	
Items	\$431,785.54
Force Account	
Agreed Price	
Adjustment	
TOTAL	\$431,785.54



Hugh Smith
Construction Engineer

C. C. O. Category

Agency Mandated	✓
Anticipated Force Account	
Change in Field Conditions	
Design Omission	
ROW Obligations	✓
Upgrades / Benefits	✓
Utilities	✓

Jane F. Anderson, President
Kenneth J. McLaughlin, Vice President
Kathryn Bogart, Director
Robert "Bob" Craig, Director
Betty A. Anderson, Director



October 3, 2011

Mr. Tayfun Saglam, P.E.
County of Riverside
4080 Lemon Street, 8th Floor
Riverside, CA 92502

RE: VAN BUREN BRIDGE PROJECT – SEWER FORCE MAIN EXTENSION

Dear Mr. Saglam:

As discussed in our recent meeting in which we reviewed the merits of extending the Jurupa Community Services District's (JCSD) sewer forcemain within the current bridge construction project, this letter is to provide the JCSD's commitment to fund the subject construction work. The project scope of work and associated funding obligations were reviewed and approved by our Board of Directors on September 12, 2011. The benefits of conducting the work now rather than deferring construction, includes a reduction in public inconvenience, a reduction in multiagency coordination efforts, and a reduction in facility construction costs.

Therefore, in accordance with a request made by JCSD to the Riverside County Transportation Department, Gabriel Munoz of your staff has solicited alternative construction cost proposals from the subject project's contractor (Griffith Company) to extend portions of the JCSD Regional Forcemain on both the north and south sides of the bridge project.

Of the four alternative proposals provided, JCSD has selected the one entitled "Sewer Forcemain Extension STA 84+32 Alternative 2 (Attachment A) in the amount of \$431,785.54. We note that this financial commitment represents a combination of two existing change order items, contractual impact costs and funding for the new construction scope. As indicated in Griffith Company's cost proposal letter, "If they receive a contract change order by October 7, 2011, the sewer forcemain extension work will have zero impact on the current construction schedule." For ease of review, the specific work included in the selected alternative is shown on the plans and associated details provided in Attachment B.

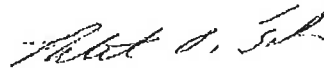
Attachment C provides an overall program cost summary of the JCSD work to date and proposed scope additions. As shown, the subject forcemain extension work will

Mr. Tayfun Saglam
County of Riverside
RE: Van Buren Bridge Project – Sewer Force Main Extension
October 3, 2011
Page 2

increase the overall JCSD/Riverside County Agreement by approximately \$55,000. In order to maintain a contingency for currently unforeseen work elements, we would suggest that the Agreement be increased by \$95,000, which to our understanding, is within County staff's authorization levels. It is understood and anticipated that further analysis and discussion will be needed to clarify appropriate cash flow transfers from JCSD to the County.

On behalf of JCSD, I want to express our sincerest appreciation to you, Gabriel Munoz, Stan Dery, and your staff to bring this additional work to fruition. Construction of the subject facilities at this stage in our project not only benefits the District and its rate payers but all county residents

Sincerely,



Robert O. Tock, P.E.
Director of Engineering & Operations

Enclosure: Attachments

Copy: Eldon Herst, JCSD
Nem Ochoa, JCSD
Sam Gershon, AAWA
Wally Franz, AAWA
Stan Dery, Riv Cnty
Gabriel Munoz, Riv Cnty

DP 3039/Ltrs/100311Ltr to COR re Force Main Extension 3039DP/NO/kb



**COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT**
Contract Change Order No. 12

SHEET 1 OF 14 SHEETS

CONTRACT: Van Buren Bridge Project WORK ORDER NO. B0-0801

TO: Griffith Company CONTRACTOR: YOU ARE HEREBY DIRECTED TO MAKE THE HEREIN DESCRIBED CHANGES FROM THE PLANS AND SPECIFICATIONS OR DO THE FOLLOWING DESCRIBED WORK NOT INCLUDED IN THE PLANS AND SPECIFICATIONS ON THIS CONTRACT.

Description of work to be done, estimate of quantities and prices to be paid. Segregated between additional work at contract price, agreed price and force account. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

Estimate of Extra Work at Agreed Unit Price:

As directed by the Engineer and in accordance with the applicable sections of the Special Provisions; compensate the Contractor to construct the sewer forcemain extension from STA 84+32 to 97+44 (Alt No. 2), at the intersection of Van Buren Blvd. / Clay St. and install blow-off assembly at Sta 112+73 in accordance with Jurupa Community Services District red lined plans/standards sheets 3 thru 14 of this contract change order.

The work shall include but not limited to; furnishing all labor, materials, equipment, tools, hauling and disposal of discarded construction materials and other incidentals as required.

Item A: 24" DIP Class 150 (STA 87+00 to 97+44)	1044 LF @ \$173.25 / LF	=	\$ 180,873.00
Item B: 24" DIP Class 150 (STA 84+32 to 87+00)	268 LF @ \$210.00 / LF	=	\$ 56,280.00
Item C: 24" DIP Bend (STA 97+07 and 97+32)	2 EA @ \$1,890.00 / EA	=	\$ 3,780.00
Item D: 24" X 6" Blow Off (JCSD Fig. 5-2)	2 EA @ \$7,560.00 / EA	=	\$ 15,120.00
Item E: CDF Between SD and Sewer (STA 97+32)	1 LS @ \$1,260.00 / LS	=	\$ 1,260.00
Item F: Remove Flange and Join Existing	1 EA @ \$630.00 / EA	=	\$ 630.00
Item G: Install 24" X 12" TEE	1 EA @ \$2,940.00 / EA	=	\$ 2,940.00
Item H: Install 12" Plug Valve	1 EA @ \$5,040.00 / EA	=	\$ 5,040.00
Item I: 12" DIP Class 150	120 LF @ \$136.50 / EA	=	\$ 16,380.00
Item J: 24" End Cap	1 EA @ \$1,470.00 / EA	=	\$ 1,470.00
Item K: 12" End Cap	1 EA @ \$1,050.00 / EA	=	\$ 1,050.00
Item L: Crispin Air Valves	1 LS @ \$16,391.04 / LS	=	\$ 16,391.04
Item M: Traffic Control and Trench Repair (Van Buren and Clay) STA 97+44 to 98+06)	1 LS @ \$24,424.52 / LS 16 Days @ \$3,500.00 / Day	= =	\$ 24,424.52 \$ 56,000.00



**COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT**
Contract Change Order No. 12

SHEET 2 OF 14 SHEETS

CONTRACT: Van Buren Bridge Project WORK ORDER NO. B0-0801

TO: Griffith Company CONTRACTOR: YOU ARE HEREBY DIRECTED TO MAKE THE HEREIN DESCRIBED CHANGES FROM THE PLANS AND SPECIFICATIONS OR DO THE FOLLOWING DESCRIBED WORK NOT INCLUDED IN THE PLANS AND SPECIFICATIONS ON THIS CONTRACT.

Description of work to be done, estimate of quantities and prices to be paid. Segregated between additional work at contract price, agreed price and force account. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

Item N: Traffic Control and Trench Repair (STA 82+42 to 84+32)	1 LS	@ \$37,454.73 / LS	= \$ 37,454.73
Item O: Time Related Overhead (Delays Caused by Extension STA 97+44 to 98+06)	16 Days	@ \$3,500.00 / Day =	\$ 56,000.00
Item P: Sewer Forcemain Extension (STA 97+44 to 98+06)	64 LF	@ \$150.00 / LF =	\$ 9,600.00
Item Q: Sewer Forcemain Extension Appurtenances (STA 97+44 to 98+06)	1 LS	@ \$3,092.25 / LS =	<u>\$ 3,092.25</u>

Items L, M, N and O are fixed prices and no additional compensation therefore. Payment will be made for the actual quantity of the items performed at unit prices.

Estimated Cost: Decrease \$ _____ Increase \$ 431,785.54

WE, the undersigned contractor, have given careful consideration to the change proposed and hereby agree that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

By reason of this proposed change of 16 days adjustment of time will be allowed.

Accepted [Signature] 11/10/11
Date

Griffith Company

[Signature] 11/3/11
Approval Recommended Date

[Signature] 12/1/12
Approval Recommended Date
Juan C. Perez, Director of Transportation

NOTE: This change order is not effective until approved by County. If the Contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest with the time therein specified.

Approved _____ Date
Chairman, Riverside County Board of Supervisors