

**SUBMITTAL TO THE FLOOD CONTROL AND
WATER CONSERVATION DISTRICT BOARD
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

705B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:

June 4, 2013

SUBJECT: Corona Drains Line 52
Project No. 2-0-00350
Amendment No. 1 to Cooperative Agreement
District 2/District 2

RECOMMENDED MOTION:

Approve Amendment No. 1 to the Cooperative Agreement between the District and the City of Corona (City); and authorize the Chairman to execute the Agreement documents on behalf of the District.

BACKGROUND:

The original agreement set forth the terms and conditions whereby the District would contribute funding to the City for the design and construction of the referenced project.

Continued on Page 2

Steve Thomas
FOR **WARREN D. WILLIAMS**
General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. District Cost:	\$270,000	In Current Year Budget:	YES
	Current F.Y. County Cost:	N/A	Budget Adjustment:	NO
	Net District Cost:	\$4,200,000	For Fiscal Year:	12-13, 13-14, 14-15

SOURCE OF FUNDS: 25120 947420 536200
Zone 2 Contribution to Non-County Agency

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Alex Gann*
Alex Gann

County Executive Office Signature

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

On motion of Supervisor Stone, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: June 4, 2013

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

RECEIVED BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE

FISCAL PROCEDURES APPROVED
 JENNIFER J. REY, FINANCE DIRECTOR
 BY: *JENNIFER J. REY*
 DATE: *June 13, 2013*
 FORM APPROVED COUNTY COUNSEL
 BY: *NEAL R. KIPNIS*
 DATE: *June 13, 2013*
 Departmental Concurrence
 BY: *NEAL R. KIPNIS*
 DATE: *June 13, 2013*
 RLC

**FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD SUBMITTAL
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

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Page 2

BACKGROUND:

During the design phase, updated mapping and onsite potholing revealed additional subsurface utility conflicts not known at the time the design contract was initiated. This new information has resulted in an up-scope to the design work and additional utility relocations which have increased the project cost. The increased design and construction costs now necessitate this Amendment.

The Amendment will (i) increase the District's contribution for design, construction and their associated administrative costs, (ii) establish milestones for District contribution to project, and (iii) establish a 'not to exceed' amount of the District contribution toward the design, construction and actual right of way acquisition costs for the project.

Said facilities are to be designed and constructed by the City and inspected, operated and maintained by the District and City.

County Counsel has approved the Amendment as to legal form and the City has executed the Amendment.

FINANCIAL INFORMATION:

The District is funding all design, construction and actual right of way acquisition costs. Sufficient funding is available in the District's Zone 2 budget for Fiscal Year 2012-2013 and will be included in the proposed budget in future years, as appropriate. Future operation and maintenance costs will accrue to the District.

AMR:bjj

COOPERATIVE AGREEMENT
AMENDMENT NO. 1
Corona Drains Line 52
(Project No. 2-0-00350)

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT" and the CITY OF CORONA, hereinafter called "CITY", hereby agree as follows:

RECITALS

A. DISTRICT and CITY previously entered into that certain Cooperative Agreement, executed on March 22, 2011 [DISTRICT'S Board Agenda Item No. 11.2], hereinafter called "AGREEMENT", providing for DISTRICT and CITY to cooperatively design, construct operate and maintain the Corona Drains Line 52 storm drain system, hereinafter called "PROJECT".

B. DISTRICT and CITY, as the PROJECT has proceeded, recognize the original estimates of costs will exceed DISTRICT'S contribution described in AGREEMENT. Therefore, DISTRICT and CITY agree to revise the amount of DISTRICT'S contribution, place a limit on that contribution and establish deliverables required of CITY for reimbursement of PROJECT costs.

NOW, therefore, the parties hereto mutually agree to amend AGREEMENT as follows:

1. RECITAL 'F' of AGREEMENT is amended to read:

"DISTRICT wishes to support CITY'S efforts to construct PROJECT and furnish a contribution, hereinafter called "DISTRICT CONTRIBUTION", in the amount of (i) one hundred percent (100%) of the price for PROJECT design as approved by DISTRICT, plus an additional twenty percent (20%) to compensate CITY for applicable administrative costs associated with the preparation of the necessary plans

1 and specifications, (ii) one hundred percent (100%) of the lowest responsive and
2 responsible executed contract price for PROJECT construction plus an additional
3 twenty percent (20%) to offset CITY'S administrative cost associated with contract
4 administration and any DISTRICT approved construction contract change orders,
5 and (iii) one hundred percent (100%) of the actual right of way acquisition costs as
6 set forth herein. DISTRICT CONTRIBUTION shall not exceed a total sum of four
7 million two hundred thousand dollars (\$4,200,000); and"

9 2. Section I.5., last sentence is amended to read:

10 "Invoice DISTRICT for remainder of PROJECT design costs actually incurred by
11 CITY following signing of IMPROVEMENT PLANS by all parties, provided,
12 however, that the total amount of PROJECT design costs invoiced to DISTRICT
13 shall not exceed one hundred percent (100%) of the price for PROJECT design as
14 approved by DISTRICT plus an additional twenty percent (20%) to offset CITY'S
15 administrative costs associated with the preparation of the necessary plans and
16 specifications to construct PROJECT."

18 3. Section I.13 is amended to read:

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

25 4. Section I.14 is amended to read:

26 "Invoice DISTRICT at the time of providing written notice of the award of a
27 construction contract as set forth in Section I.13., for one hundred percent (100%) of
28

1 the lowest responsible construction bid price for PROJECT plus an additional twenty
2 percent (20%) to offset CITY'S administrative cost associated with contract
3 administration and any DISTRICT approved construction contract change orders."

4 5. Section I.31 is omitted in its entirety.

5 6. Section I.32 is omitted in its entirety.

6 7. Section I.35 is added to read:

7 "Endeavor to begin PROJECT construction within thirty-six (36) months of
8 execution of this Amendment."
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10 8. Section II.7 is amended to read:

11 "Following the signing of IMPROVEMENT PLANS by all parties, reimburse CITY
12 for the remainder of PROJECT design costs actually incurred by CITY within thirty
13 (30) days after receipt of CITY'S appropriate invoice as set forth in Sections I.4. and
14 I.5."
15

16 9. Section II.8 is amended to read:

17 "Pay CITY, within thirty (30) days after receipt of CITY'S appropriate invoice as set
18 forth in Section I.14."
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20 10. Section II.13 is amended to read:

21 "Following DISTRICT'S acceptance of ownership and responsibility for the
22 operation and maintenance of STORM DRAIN, reimburse CITY within thirty (30)
23 days after receipt of CITY'S appropriate invoice as set forth in Section I.8., provided,
24 however, that the total amount of DISTRICT CONTRIBUTION shall not exceed
25 four million two hundred thousand dollars (\$4,200,000)."
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27 11. Section III.1 is amended to read:
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1 "DISTRICT CONTRIBUTION, including any payments made by DISTRICT prior
2 to the execution of this Amendment No. 1, shall not exceed a total sum of four
3 million two hundred thousand dollars (\$4,200,000). DISTRICT CONTRIBUTION
4 shall be used by CITY solely for the purpose of designing and constructing
5 PROJECT and for the acquisition of such rights of way as required for the
6 construction of PROJECT as set forth herein."
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8 12. Except to the extent specifically deleted, added to, or amended herein, all of the
9 terms, covenants and conditions of said AGREEMENT executed on March 22, 2011 shall
10 remain in full force and effect between the parties hereto.
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IN WITNESS WHEREOF, the parties hereto have executed this Amendment on

JUN 04 2013

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By Steve Thomas
WARREN D. WILLIAMS
General Manager-Chief Engineer

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

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By Neal Kipnis
NEAL KIPNIS
Deputy County Counsel

By Kamberton
Deputy

(SEAL)

Amendment No. 1 to
Cooperative Agreement: Corona Drains Line 52
05/21/2013
TT:blj

1 RECOMMENDED FOR APPROVAL:

CITY OF CORONA

2
3 By4 KIP D. FIELD
Director of Public Works

By

BRADLY L. ROBBINS
City Manager

6 APPROVED AS TO FORM:

ATTEST:

7
8 By9 DEAN DERZET
City Attorney

By

LISA MOBLEY
City Deputy Clerk of the City of Corona

12 (SEAL)

23 Amendment No. 1 to
24 Cooperative Agreement: Corona Drains Line 52
25 04/11/2013
TT:blj