



214 B

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

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
June 23, 2009

SUBJECT: MACTEC Engineering and Consulting, Inc.
Environmental Monitoring Services
Consulting Services Agreement Amendment No. 3.

RECOMMENDED MOTION:

1. Approve Amendment No. 3 to the Consulting Services Agreement between the District and MACTEC Engineering and Consulting, Inc.
2. Authorize the Chairman to execute the Amendment on behalf of the District.

BACKGROUND:

The amendment provides for an increase to the not to exceed amount to \$401,745.00 for FY08-09, to \$290,225.00 for FY09-10 and to \$268,225.00 for FY10-11 for the additional duties agreed to between Consultant and District as shown on Attachment "D". County Counsel has approved the Amendment as to legal form.

FINANCIAL:

Sufficient funds are included in District's budget for FY08-09. Additional funds will be included in the District's FY09-10 and FY10-11 budgets.

JPS:bjj

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. District Cost:	\$401,745.00	In Current Year Budget:	Yes
	Current F.Y. County Cost:	N/A	Budget Adjustment:	No
	FY 2009-10 Net District Cost:	\$290,225.00	For Fiscal Year:	FY 08-09,09-10,10-11
	FY 2010-11 Net District Cost:	\$268,225.00		

SOURCE OF FUNDS:

25190 947560 525440 NPDES Santa Ana Professional services
25180 947540 525440 NPDES Whitewater Professional services
25200 947580 525440 NPDES Santa Margarita Professional services

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

County Executive Office Signature

FISCAL PROCEDURES APPROVED
IVAN M. CHAND, FINANCE DIRECTOR
BY
IVAN M. CHAND

FORM APPROVED COUNTY COUNSEL
DATE
BY
NEAL R. KIPNIS

1 o/i p/ o/i c/ y
 Consent
 Consent
Dept's Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.:

District: All

Agenda Number:

11.9

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

**CONSULTING SERVICES AGREEMENT
AMENDMENT NO. 3**

This Third Amendment to the Agreement, by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", and MACTEC ENGINEERING AND CONSULTING, INC. hereinafter called "CONSULTANT", is hereby made and entered into as follows:

RECITALS

A. On July 11, 2006, DISTRICT and CONSULTANT entered into an Agreement, hereinafter called "AGREEMENT", that provided for CONSULTANT to perform consulting services to DISTRICT in support of DISTRICT'S Environmental Monitoring Services for the Santa Margarita Watershed National Pollutant Discharge Elimination System Municipal Water Program; and

B. On September 4, 2007, the parties hereto executed Amendment No. 1 to AGREEMENT expanding the services to be performed by CONSULTANT by adding Santa Ana and Whitewater Watersheds, and increasing the authorized expenditure limit to one hundred fifty thousand dollars (\$150,000.00) per fiscal year; and

C. On July 15, 2008, the parties hereto executed Amendment No. 2 to AGREEMENT expanding the services to be performed by CONSULTANT by adding additional services, as further described in Attachment "C" to Amendment No. 2, to be performed by CONSULTANT in the Santa Ana and Santa Margarita Watersheds, and increasing the authorized expenditure limits to the amounts set forth in Amendment No. 2; and

D. DISTRICT desires CONSULTANT to provide additional services above the level specified in the original multi-year AGREEMENT as amended and CONSULTANT is

1 willing to perform such work as requested by DISTRICT and described in Attachment "D",
2 attached hereto and made a part hereof; and

3 E. The parties hereto wish to add Attachment "D" for the performance of tasks
4 required by AGREEMENT; replace Sheet 1 of 5 of Attachment "B" in its entirety; and
5 mutually agree to increase the amount of compensation to be paid to an amount not to exceed
6 \$401,745.00 for fiscal year 2008-2009, an amount not to exceed \$290,225.00 for fiscal year
7 2009-2010, and an amount not to exceed \$268,225.00 for fiscal year 2010-2011 as provided
8 herein.
9

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

11 1. Attachment "D" is added to the AGREEMENT.
12 2. Sheet 1 of 5 of Attachment "B" of AGREEMENT is replaced in its entirety by
13 the new Sheet 1 of 5 of Attachment "B" attached hereto and made a part hereof.

14 3. Paragraph 4 of AGREEMENT is replaced in its entirety to read:

15 "4. COMPENSATION - DISTRICT shall pay CONSULTANT for services
16 performed and expenses incurred in accordance with the standard rates
17 set forth on Attachments "B", "C" and "D" hereto and made a part
18 hereof. The total amount of compensation paid to CONSULTANT
19 under this Agreement shall not exceed the sum of four hundred one
20 thousand seven hundred forty-five dollars (\$401,745) for fiscal year
21 2008-2009, two hundred ninety thousand two hundred twenty-five
22 dollars (\$290,225) for fiscal year 2009-2010, and two hundred sixty-
23 eight thousand two hundred twenty-five dollars (\$268,225) for fiscal
24 year 2010-2011, unless a written amendment to this Agreement is
25 executed by both parties prior to performance of additional services."
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

4. Except to the extent specifically added to, modified or amended hereunder, all of the terms, covenants and conditions of said AGREEMENT shall remain in full force and effect between the parties hereto.

\\

\\

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

2 (to be filled in by the Clerk of the Board)

3
4 RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL**
5 **AND WATER CONSERVATION DISTRICT**

6 

7 WARREN D. WILLIAMS
General Manager-Chief Engineer

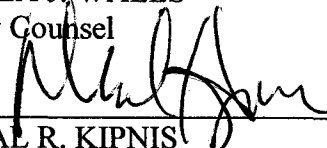
By _____
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

9 APPROVED AS TO FORM:

ATTEST:

10 PAMELA J. WALLS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

11 
12 By _____
13 NEAL R. KIPNIS
Deputy County Counsel

By _____
Deputy

14 Dated _____

(SEAL)

18 MACTEC ENGINEERING AND
CONSULTING, INC

19 By 
20 _____
Responsible Officer

21 MATTHEW R. RICIT
Printed Name

22 PROJECT MANAGER
Title

23 858-514-6478
24 Area Code/Phone Number

26 Consulting Services Agreement – Amendment No. 3

27 JPS:bjj
28 6/11/09

Consultant's costs shall be reimbursed on a time and materials basis.

Amendment No. 3 Budget by Fiscal Year

Project	2008-2009	2009-2010	2010-2011	Total
After Amendment No. 2	\$326,038.00	\$158,414.00	\$150,000.00	\$634,452.00
Added Amendment No. 3	\$75,707.00	\$131,811.00	\$118,225.00	\$325,743.00
Revised Totals	\$401,745.00	\$290,225.00	\$268,225.00	\$960,195.00

MACTEC Fee Schedule

Position	Hourly Rate
Project Manager	\$160.00
Principal Professional	\$160.00
Senior Professional	\$140.00
Project Professional	\$100.00
Staff Professional	\$88.00
Technician	\$60.00
Word Processing	\$45.00

ATTACHMENT "B"

1 OF 5

MACTEC

engineering and constructing a better tomorrow

June 3, 2009

Riverside County Flood Control and Water Conservation District
1995 Market Street
Riverside, CA 92501-1719

Attention: Jason Uhley

Subject: **Amendment 3 Scope of Work and Cost Proposal**
MACTEC Project Number 5012-06-0013

Per your request, MACTEC proposes to amend our current agreement by the addition of three tasks.

I Monitoring in the Santa Margarita Region (SMR)

MACTEC will conduct wet weather sampling within the SMR beginning with the 2009-2010 wet season according to the fee schedule described below and based on requirements of NPDES Permit R9-2004-001. Previous Monitoring Annual Reports, the Model Monitoring Program, and prior experience will be used for guidance. Fees will be billed on a field event basis according to the tables below. Two options are provided. Option 1 would convert existing temporary monitoring sites to permanent installations. Option 2 provides costs to continue the current monitoring program. At the District's direction, MACTEC will create the permanent installations which will lower long term operating costs.

Option 1: Permanent Equipment Installation

Capital Costs	
Equipment Purchase and Initial Installation ¹	\$48,160

Field Event Fees per Wet Season		
Field Event	Event Fee	Estimated Season Total
Demobilization of equipment ²	\$1,560	\$1,560
False Start ³	\$2,089	\$2,089
Triad Monitoring per storm event ⁴	\$5,276	\$15,828 ⁵
Tributary Monitoring per storm event ⁶	\$4,316	\$8,632 ⁵
Single Triad Station Monitoring per event ⁷	\$2,500	\$2,500
Estimated Total Per Wet Season		\$30,609⁸

Option 1 Footnotes:

- 1) Automated sampling equipment will be purchased and permanently installed at three Triad sites according to the following inventory:

- | | |
|--|---|
| a. DD Weatherguard FRP Enclosure | j. 316 SST intake strainer, 0.406" dia. |
| b. Sigma SD 900 Controller | k. Solar Panel (30W) w/mounting bracket, regulator & 15' wire |
| c. Sigma 950 Bubbler Flowmeter | l. External power cable |
| d. Tubing, Vinyl, 1/8"ID x 25' | m. 2-pin to 3-pin power adaptor for SD900 |
| e. Sigma 1000 Modem Bundle Half Wave Antenna | n. External power adaptor for Sig 1000 |
| f. Rain Gauge w/Input Option | o. 7-pin to 6-pin communication cable (pump to flowmeter) |
| g. Sigma Rain Gauge w/25' cable | p. 12 VDC deep-cycle, maintenance-free marine battery |
| h. Intake tubing, Teflon-lined HDPE (100ft.) | |
| i. Silicon pump tubing, 3/8" ID x 50ft | |

The final setup may vary slightly according to the circumstances of each particular site. Hardware, such as wood, concrete, conduit, etc., will be used to install the enclosures and equipment. Equipment will be owned by the District. MACTEC will be responsible for minor maintenance; however, costs for replacement parts will be the responsibility of the District. The District will review and approve equipment and installation plan prior to purchase. MACTEC will provide proof of access rights to the District prior to purchase. District staff will support MACTEC efforts to obtain access permits. Access rights shall address any mitigation/restoration requirements.

- 2) At the end of the wet season, equipment will be removed from the enclosures, prepared for storage, and delivered to the District. Restoration of the site to original conditions may be negotiated if necessary. Re-installation of equipment the following season (2010-2011) is not included in this proposal. For planning purposes, re-installation costs are estimated to be \$3,200.
- 3) Mobilizations for storms will occur in accordance to the criteria established by the MMP and the District and contained in previous Monitoring Annual Reports. MACTEC will contact the District before mobilization, and will report the weather conditions (QPF, probability, etc.) and an evaluation of the mobilization factors. MACTEC will not mobilize unless authorized by the District. A 'False Start' is defined as a District-authorized mobilization that fails to collect samples due to lack of rain and/or flow, and field crews are de-mobilized within six hours of mobilization.
- 4) Includes pre-, during, and post-storm site and equipment inspections. Automated equipment will be programmed to begin sampling when flow begins. The auto-sampler will collect time-weighted aliquots in accordance with the Permit. The field team will collect grab samples for bacteria and toxicity analyses within the first three hours of flow. MACTEC will deliver the grab and composite samples to a pre-determined laboratory (Babcock) within 24 hours and will make reasonable efforts to deliver bacteria samples to the laboratory within 4 hours of sample collection. Failure to submit samples within holding times will be documented and addressed in the annual report.
- 5) This estimate assumes that three Triad Stations will be sampled during each of three storms, and four Tributary Stations will be sampled during each of two storms. The full storm fee will be charged if samples from an otherwise successful storm are not collected due to lack of flow or other cause outside of MACTEC's control. If a sample at a station is not collected as a direct result of MACTEC error, the per-storm fee for that storm event will be reduced by one-third for Triad sites (\$1,759), or one-fourth for Tributary sites (\$1,079).
- 6) Grab samples will be collected at Tributary Stations.
- 7) This fee will apply when needed to collect remaining Triad Station samples after three generally successful mobilizations have occurred, similar to the additional mobilization at Cole Creek during the 2008-2009 Season.

- 8) Estimated total cost based on successfully sampling storms as described in (5), one false start, and one additional sample at a single Triad Station as described in (7). The actual total cost will depend on the number of storms monitored and the number of false start events.

Option 2: Temporary Equipment Installation

Field Event	Event Fee	Estimated Season Total
False Start ¹	\$2,089	\$2,089
Triad Monitoring per Event ²	\$9,877	\$29,631 ³
Tributary Monitoring per Event ⁴	\$4,316	\$8,632 ³
Single Triad Station Monitoring per Event ⁵	\$2,500	\$2,500
Estimated Total per Wet Season		\$42,852⁶

Option 2 footnotes:

- 1) Mobilizations for storms will occur in accordance to the criteria established by the MMP and the District and contained in the 2006-2007 Monitoring Annual Report. MACTEC will contact the District before mobilization, and will report the weather conditions (QPF, probability, etc.) and an evaluation of the mobilization factors. MACTEC will not mobilize unless authorized by the District. A False Start is defined as a District-authorized mobilization that fails to collect samples due to lack of rain and/or flow, and field crews are de-mobilized within six hours.
- 2) Automated equipment will be deployed by the field team during pre-storm operations. The equipment will be programmed to begin sampling when flow begins. The auto-sampler will collect time-weighted aliquots in accordance with the Permit. The field team will collect grab samples for bacteria analyses within the first three hours of flow. MACTEC will deliver the grab samples to a pre-determined laboratory (Babcock) within 24 hours and will make reasonable efforts to deliver bacteria samples within 4 hours of sample collection.
- 3) This estimate assumes that three Triad Stations will be sampled during each of three storms, and four Tributary Stations will be sampled during each of two storms. The full storm fee will be charged if samples from an otherwise successful storm are missed due to lack of flow or other cause outside of MACTEC's control. If a sample at a station is missed as a direct result of MACTEC error, the per-storm fee for that event will be reduced by one-third for Triad sites (\$3,292), or one-fourth for Tributary sites (\$1,079).
- 4) Grab samples will be collected at Tributary Stations.
- 5) This fee will apply when needed to collect remaining Triad Station samples after three generally successful mobilizations have occurred, similar to the additional mobilization at Cole Creek during the 2008-2009 Season.
- 6) Estimated total cost based on successfully sampling storms as described in (3), one false start, and one additional sample at a single Triad Station as described in (5). The actual total cost will depend on the number of storms monitored and the number of false start events.

II Conduct SWAMP Bioassessments in the Santa Ana Region

Bioassessments will be conducted by Nautilus Environmental with participation and project management by MACTEC per Surface Water Ambient Monitoring Program (SWAMP) protocols outlined in the Southern California Regional Watershed Monitoring Program Quality Assurance Project Plan (QAPP).

Results will be discussed in the Santa Ana Monitoring Annual Report. Costs for the annual report discussion are included under the current (Amendment 1) agreement.

Five sites in the region, designated by the Stormwater Monitoring Coalition (SMC), will be assessed during each bioassessment. A brief letter report will be delivered following each bioassessment. Within two weeks of completion of a bioassessment event or laboratory analysis, electronic copies of field data sheets and any laboratory electronic data deliverables (EDDs) shall be submitted to the District. EDDs shall be SWAMP-compatible. Fees will be billed on a time and materials basis according to current contract rates, based on the estimate below. Actual costs may vary.

Santa Ana Region SWAMP Bioassessment	
Nautilus Environmental	\$15,280
MACTEC	\$5,813
Total	\$21,093

III Conduct SWAMP Bioassessments in the Santa Margarita Region

Bioassessments will be conducted by Nautilus Environmental with participation and project management by MACTEC. Results will be discussed in the Santa Margarita Monitoring Annual Report. Costs for the discussion are included under the current (original) agreement.

One site in the SMR, designated by the SMC, will be assessed according to SWAMP protocols outlined in the Southern California Regional Watershed Monitoring Program QAPP. A brief letter report will be delivered following each bioassessment. Within two weeks of completion of a bioassessment or laboratory analysis, electronic copies of field data sheets and any laboratory electronic data deliverables (EDDs) shall be submitted to the District. EDDs for SWAMP bioassessment events shall be SWAMP-compatible. Fees will be billed on a time and materials basis according to current contract rates, based on the estimate below. Actual costs may vary.

Santa Margarita Region SWAMP Bioassessment	
Nautilus Environmental	\$2,750
MACTEC	\$1,450
Total	\$4,200

IV Estimated Annual Costs per Watershed

Table 1 contains estimated annual costs, excluding one-time costs summarized in Table 2. Fees will be based on a time and materials basis according to current contract rates, except for monitoring costs, which will be billed as described in (I) above. Actual costs may vary. Table 2 presents costs for one-time services for special reports or equipment installation, which will additionally be provided in the fiscal year noted. These estimates supersede the Amendment No. 2 Budget, Attachment B, Page 1 of 5.

Task	Whitewater	Santa Ana	Santa Margarita	Fiscal Year Totals
SMR Permit Monitoring (Original Agreement)			\$84,772	\$84,772
<i>Wet Weather Monitoring</i> ²			\$42,852 ¹	\$42,852
<i>Wet Weather Toxicity Analyses</i> ²			\$4,950	\$4,950
<i>Dry Weather Toxicity Analyses (begin FY 08-09)</i> ²	N/A	N/A	\$3,300	\$3,300
<i>CSBP Bioassessment (begin FY 08-09)</i> ²			\$23,595	\$23,595
<i>Pyrethroid Testing</i> ²			\$10,075	\$10,075
SMC Regional Dry Weather Program SWAMP Bioassessment (Amendment 3, beginning FY 2008-2009)	N/A	\$21,093	\$4,200	\$ 25,293
Monitoring Annual Report Preparation (Original Agreement, Amendment 1)	\$20,000	\$20,000	\$30,000	\$70,000
On-call Services ³	\$10,000	\$30,000	\$30,000	\$70,000
Watershed Totals	\$30,000	\$71,093	\$148,972	\$250,065

¹ This estimated cost reflects wet weather monitoring using temporary sampling equipment outlined in Section I, Option 2 above. If permanent sampling equipment is installed at the Santa Margarita Triad sampling stations, the estimated cost for wet weather monitoring will be reduced to \$30,609 per fiscal year and include \$48,160 in capital costs (table below) as discussed in Section I, Option 1 above.

² These sub-tasks itemized with specific costs for clarity.

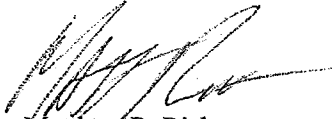
³ This item has increased from Original Agreement and Amendment No. 1 estimated amounts in anticipation of Permit Negotiations for the Santa Ana and Santa Margarita Regions.

Task	Santa Ana	Santa Margarita
TIE/TRE (Amendment 2, FY 2008-2009) (complete)	N/A	\$156,038
LID Test Facility QAPP/MP (Amendment 2, FY 2009-2010)	\$22,000	N/A
Permanent Monitoring Equipment Installation (Work to be conducted in FY approved by District)	N/A	\$48,160
TOTAL	\$22,000	\$204,198


If you have any questions, please contact us at your convenience. We look forward to working with the District on these important projects.

Sincerely,

MACTEC Engineering and Consulting, Inc.



Matthew R. Rich
Project Manager


Jerome E. Welch
Senior Principal Scientist