

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

620 B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
January 12, 2010

SUBJECT: CValdo Corporation
Consulting Services Agreement Amendment No. 2

RECOMMENDED MOTION:

1. Approve Amendment No. 2 to the Consulting Services Agreement (Amendment) between the District and CValdo Corporation (Consultant); and
2. Authorize the Chairman to execute the Amendment on behalf of the District.

BACKGROUND:

The Amendment provides for an increase in the amount of \$26,904 for a total not to exceed amount of \$261,178, for consulting services for the District's Low Impact Development Testing and Demonstration Facility and remodel of the District's Front Parking Lot. (Continued on Page 2)

FINANCIAL:

Sufficient funds are included in District's budget for FY 2009-2010.

[Signature]
WARREN D. WILLIAMS
General Manager-Chief Engineer

AD:blj

FINANCIAL DATA

Current F.Y. District Cost:	\$141,784	In Current Year Budget:	Yes
Current F.Y. County Cost:	N/A	Budget Adjustment:	No
Net District Cost:	\$10,000	For Fiscal Year:	FY09-10, 10-11

SOURCE OF FUNDS: 25190 947560 527240 – NPDES Contributions
33000 947100 542040 – Building Capital Projects

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

C.E.O. RECOMMENDATION: APPROVE

BY: *[Signature]*
Michael R. Shetter

County Executive Office Signature

FISCAL OFFICER APPROVED
 PAM M. CHAND, FINANCE DIRECTOR
 12/17/09
 BY: *[Signature]*
 NEAL R. KIPNIS
 DATE
 Departmental Concurrence
 PAM M. CHAND

- Dept't Recomm.: Consent Policy
- Per Exec. Ofc.: Consent Policy

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

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Consulting Services Agreement Amendment No. 2

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Page 2

BACKGROUND: (continued)

The original Agreement (adopted by the Board on June 3, 2008) set forth the terms and conditions by which Consultant will perform consulting services for the District's Low Impact Development (LID) testing and Demonstration Facility, and remodel the District's Front Parking Lot. The LID facility is a grant project partially funded with Proposition 13 dollars from the Santa Ana Watershed Project Authority (SAWPA).

The design process for the LID Testing and Demonstration Facility has been proceeding without any major difficulties thus far. However, the unique nature of this project has resulted in the need for an extension of time of performance and additional compensation to the Consultant.

Three main factors have contributed to the need to amend the original contract:

1. Subsequent to entering into the original contract with Consultant, the District elected to combine the Low Impact Development (LID) Testing and Demonstration Facility design and construction project with its Drought Tolerant Landscaping Conversion project. Coordination of these two projects required additional work not included in the original scope.
2. To better serve as a demonstration project, additional scope items were added related to documenting this retrofit project as if it were new development.
3. Utility investigations performed as part of the original design effort revealed previously undocumented underground utility conflicts which required redesign of some project elements.

Amendment No. 1, adopted by the Board on July 21, 2009, covered the changes outlined above.

Amendment No. 2 covers additional work required to design additional hardscape features to complement the drought tolerant landscape plans as they have been finalized. Additionally, the "monitoring" aspect of the LID project requires the isolation and capture of onsite runoff to laboratory precision. This has resulted in design complexity and extra work not recognized in the original scope.

Amendment No. 2 extends the time for performance through June 30, 2011 to allow Consultant to complete the work.

AD:BC:bjp

1 NOW, THEREFORE, the parties hereto mutually agree to amend AGREEMENT as
2 follows:

3 1. Paragraph 3 of AGREEMENT is amended to read:

4 "3. TIME FOR PERFORMANCE - CONSULTANT shall commence
5 performance of services upon receipt of a written Notice to Proceed from
6 DISTRICT and shall diligently perform the tasks to full completion by June
7 30, 2011."
8

9 2. Paragraph 4 of AGREEMENT is amended to read:

10 "4. COMPENSATION - DISTRICT shall pay CONSULTANT for the services
11 performed and expenses incurred in accordance with Attachment "B"
12 attached hereto and made a part hereof. The total amount of compensation
13 paid to CONSULTANT under this Agreement shall not exceed the sum of
14 two hundred sixty-one thousand one hundred seventy-eight dollars
15 (\$261,178) unless a written amendment to this Agreement is executed by
16 both parties prior to performance of additional services."
17

18 3. Attachment "A" of AGREEMENT is replaced in its entirety by the new
19 Attachment "A" attached hereto and made a part hereof.

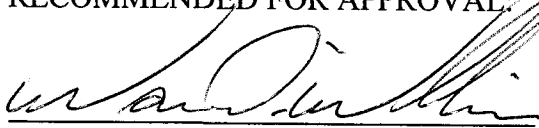
20 4. Attachment "B" of AGREEMENT is replaced in its entirety by the new
21 Attachment "B" attached hereto and made a part hereof.
22

23 5. Except to the extent specifically added to, modified or amended hereunder, all of
24 the terms, covenants and conditions of said AGREEMENT shall remain in full force and effect
25 between the parties hereto.
26 \\
27 \\
28

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

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

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

5  By _____
6 **WARREN D. WILLIAMS** **MARION ASHLEY, Chairman**
7 **General Manager-Chief Engineer** **Riverside County Flood Control and Water**
Conservation District Board of Supervisors

8 APPROVED AS TO FORM:

ATTEST:

9 **PAMELA J. WALLS**
10 **County Counsel**

KECIA HARPER-IHEM
Clerk of the Board

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

By _____
Deputy

(SEAL)

17 **CVALDO CORPORATION**

18 By  _____
19 **MICHAEL CAIRNS, Principal**

23 Consulting Services Agreement – Amendment No. 2
24 LID Testing and Demonstration Facility/Parking Lot Remodel
25 12/9/09
26 AD:blj
27
28

SCOPE OF SERVICES

RCFC&WCD LID TESTING AND DEMONSTRATION FACILITY, AND PARKING LOT MODIFICATION

Based upon our current understanding of the project, CValdo Corporation (consultant) and MACTEC (consultant) will provide the following engineering services to Riverside County Flood Control District (client). The items to be provided by each consultant are shown within the item subtasks. CValdo Corporation and MACTEC will be issued separate contracts by the client for the following scope of work.

Item 1 – Preliminary Project Preparation

1. CValdo – Prepare project schedule utilizing Microsoft Project.
2. CValdo – Coordinate with landscape architect to develop survey and geotechnical service requests. Client will engage separate consultants under separate contract to respond to requests.

Item 2 – Preliminary BMP Plans Stakeholder Input

1. MACTEC – Review preliminary BMP plan and provide preliminary recommendations on modifications necessary to collect statistically and scientifically relevant data. Review will incorporate comparison with the new Caltrans BMP Testing Guidelines. Present recommendations at a meeting to CValdo and client.
2. CValdo – Revise preliminary BMP plan based on MACTEC recommendations from Item 2 subtask 1 above.
3. CValdo and MACTEC – CValdo to organize and CValdo and MACTEC to attend meeting to present preliminary design to project stakeholders. Stakeholders are to be identified by client. The purpose of the meeting is to discuss opportunities to prevent duplication of effort on BMP monitoring and identify if there is a benefit to adding or altering BMPs to enhance the understanding of overall LID BMP effectiveness. Stakeholders will be provided with a hard copy preliminary design plan for comment.
4. CValdo and MACTEC – Meet with client to review stakeholder comments and decide which comments will be incorporated into the preliminary design. CValdo will be responsible for collecting stakeholder comments.
5. CValdo – Incorporate stakeholder comments into preliminary design as directed by client and present revised preliminary design to client. This task also includes revising the preliminary cost estimate to reflect revisions.
6. CValdo and MACTEC – Attend meeting with second stakeholder group led by Matt Yeager and present the revised preliminary design to this group. Stakeholder group will be provided with a hard copy revised preliminary design plan for comment.

7. CValdo and MACTEC – Meet with client to review second stakeholder group comments and decide which comments will be incorporated into the preliminary design. CValdo will be responsible for collecting stakeholder comments.
8. CValdo – Incorporate second stakeholder group comments into preliminary design as directed by client and present final preliminary design to client. This task also includes revising the preliminary cost estimate and schedule to reflect revisions.

Item 3 – Prepare Final BMP Plans, Cost Estimate and Specifications

1. CValdo – Prepare final BMP plans. It is anticipated that the final BMP plans will consist of a title sheet, 5 plan sheets at 20 scale, and 2 detail sheets. This scope considers preparation of design drawings and specifications for the BMPs shown on the concept "LID BMP Testing and Demonstration Facility" plans dated 7/18/07 and previously provided to the client. Plans will include placement of a test pan on the site to collect data on aerial deposition.
2. MACTEC – Review final BMP plan and provide procurement specifications for monitoring and testing equipment to be placed in the testing vaults as well as technical guidance to ensure vaults and associated piping are constructed in a manner which facilitates placement of the monitoring and testing equipment. Provide procurement specifications and placement guidance for the aerial deposition test pan.
3. CValdo – Coordinate with client and MACTEC regarding specifications for testing vault. It is assumed for purposes of this scope that the client will procure and perform installation of all sampling and telemetry equipment and that procurement and placement of this equipment will not be a part of the bid package.
4. CValdo – Prepare engineer's estimate for final BMP plans. The engineer's cost estimate will be based on historical construction cost information provided by the client, construction and material cost information provided by manufacturers, contractor interviews, Means Building Construction Cost Data and the opinion of the project engineer.
5. CValdo – Prepare specifications for final BMP plans. Specifications will be based on standard RCFC&WCD specifications and templates to be provided by the client. For project efficiency, it is our understanding that the client will prepare the contract documents and that the consultant will supply the technical specifications, bid schedule and engineer's estimate.

Item 4 – Prepare Monitoring Plan and Quality Assurance Project Plan (QAPP)

MACTEC – The Monitoring Plan and QAPP may track differently than the preparation of the design plans, cost estimates and specifications. The scope of this plan is as follows:

MACTEC will advise CValdo of monitoring requirements during the design and construction phase. MACTEC will determine from the design plans specific monitoring locations and the equipment required to conduct sampling. MACTEC will attend up to 6 meetings, including those described in Item 2, with client, project stakeholders, and CValdo Corporation.

MACTEC will prepare a SWAMP-compatible Monitoring Plan and QAPP. These plans will be prepared in conjunction with the plans being prepared for the County of San Bernardino LID Guidance and Training for Southern California program. The plans will include the following information:

- Introduction
- Monitoring goals
- Site selection criteria and results
- Description of monitoring locations
- Sampling methodology for each location
- Sampling schedule
- Determination of constituents of concern
- Analyte list
- Analytical methods and reporting limits
- Quality assurance/quality control (detailed in QAPP)
- Data reporting plan
- Health and Safety plan

MACTEC will coordinate approval of the Monitoring Plan and QAPP with the client, SAWPA, SWRCB and the grant manager.

Item 5 – Process BMP Plan for District Approval

CValdo – It is assumed that three submittal cycles will be necessary for approval of the final plans and documents. When required revisions are made after the 3rd review cycle, final mylar plans will be submitted.

Item 6 – Prepare BMP Plan Bid Package

CValdo – Provide assistance to the District in preparing the bid package for the project. Sixteen hours are budgeted for this item of work.

Item 7 – BMP Plan Project Management, Meetings and Coordination

CValdo – Attend meetings with the client and client's agents and provide project coordination. Provide overall project management of scheduling, tasks, budget tracking and invoicing. One hundred fifty hours are budgeted for this item of work. *(This item revised by Amendment No. 2)*

Item 8 – BMP Plan Construction Support

CValdo – Attend the project pre-bid meeting, respond to requests for information (RFIs) and provide miscellaneous engineering services as needed during construction. Construction phase time will be billed as needed on a time and materials basis. Ninety-six hours are budgeted for this item of work. *(This item revised by Amendment No. 1.)*

Item 9 – Parking Lot Modification Plans, Cost Estimates and Specifications

1. CValdo – Prepare conceptual parking lot modification plans. A concept parking lot modification plan will be prepared based on preliminary exhibits provided by client. It is anticipated that an initial concept plan will be prepared by consultant and submitted for client review. A second conceptual plan will subsequently be prepared addressing client comments from initial submittal and review. The revised conceptual plan will then be submitted for a second client review. It is anticipated that any additional modifications resulting from the second client review will be handled during the final design phase.
2. CValdo – Prepare utility relocation plans. Prepare relocation plans and specifications for the large water line double check valve that is located where the proposed traffic circle will be constructed. It is assumed for purposes of this scope that no agency processing is required for the utility relocation plans. *(This item added by Amendment No. 1.)*
3. CValdo – Prepare final design parking lot modification plans. It is anticipated that the parking lot modification plans will consist of a title sheet, 4 plan sheets at 20 scale, and 1 detail sheet. Parking lot modification plans will be prepared based upon a concept plan to be provided by client. Plans will also include new site storm drain plan and profile as needed to facilitate reconfiguration of the parking area, as well as preparation of drainage calculations to support a new storm drain design.
4. CValdo – Engineer's Cost Estimate for Parking Modification Plans. The engineer's cost estimate will be based on historical construction cost information provided by the client, construction and material cost information provided by manufacturers, contractor interviews, Means Building Construction Cost Data and the opinion of the project engineer.
5. CValdo – Specifications for Parking Modification Plans. Specifications will be based on standard RCFC&WCD specifications and templates to be provided by client. For project efficiency, it is our understanding that the client will prepare the contract documents and that the consultant will supply the technical specifications, bid schedule and engineer's estimate.

Item 10 – Process Parking Lot Modification Plans and Specifications for District Approval

CValdo – It is assumed that three submittal cycles will be necessary for approval of the final plans and documents. When required revisions are made after the 3rd review cycle, final mylar plans will be submitted.

Item 11 – Prepare Parking Lot Modification Plan Bid Package

CValdo – Provide assistance to the District in preparing the bid package for the project. Sixteen hours are budgeted for this item of work.

Item 12 – Parking Lot Modification Plan Project Management, Meetings and Coordination

CValdo – Attend meetings with the client and client's agents and provide project coordination. Provide overall project management of scheduling, tasks, budget tracking and invoicing. One hundred fifty hours are budgeted for this item of work. *(This item revised by Amendment No. 1.)*

Item 13 – Parking Lot Modification Plan Construction Support

CValdo – Attend the project pre-bid meeting, respond to requests for information (RFIs) and provide miscellaneous engineering services as needed during construction. Construction phase time will be billed as needed on a time and materials basis. Ninety-six hours are budgeted for this item of work. *(This item revised by Amendment No. 1.)*

Item 14 – Structural Calculations

CValdo – If adequate precast off-the-shelf concrete planter and monitoring vaults are not available, structural calculations and details will be prepared for these items to be cast in place. The associated fee for this item as presented in Attachment "B" will not be billed to the client if no calculations or details are required.

Item 15 – WQMP Tasks *(This item added by Amendment No. 1.)*

1. CValdo – Meet with RCFC&WCD staff to discuss project objectives and processing requirements.
2. CValdo – Prepare WQMP related documents and/or exhibits for the subject project as directed by District staff.

Item 16 – Potholing Existing Utilities *(This item added by Amendment No. 1.)*

CValdo – Provide subsurface utility services to determine the horizontal and vertical positions of existing underground utilities in up to 40 locations within the District campus. CValdo Corporation will subcontract this work to SAF-r-DIG Utility Surveys, Inc. SAF-r-DIG's complete scope of services is presented as Attachment "C" of this Amendment, and is hereby incorporated and made a part hereof.

Item 17 – Rear Driveway Walking Trail *(This item added by Amendment No. 1.)*

CValdo – Prepare plans, specifications and estimates for a new pervious paver 10-foot wide walking trail spanning approximately 1,000 feet and located between the southwesterly District property line and the existing driveway adjacent to the property line. The trail will be designed to infiltrate tributary flows from the water quality storm event and will provide for a dip section in the trail where the existing culvert conveys site runoff to the southwest. The trail will be bound on each side by new concrete curb. The northeasterly curb will be designed as 6 inches wide and flush with the adjacent asphalt driveway, which will maintain a 24-foot wide driving surface. It is anticipated that a strip of new asphalt will be placed between the existing edge of asphalt and the new curb face to make up the driveway width currently taken up by the concrete gutter. The southwesterly curb will be designed as a standard 6-inch high curb. It is anticipated that this work can be shown on two to three sheets, including details. The fee for this task excludes design for landscaping, lighting, irrigation and electrical work.

Item 18 – Miscellaneous Minor Design *(This item added by Amendment No. 1.)*

CValdo – Various minor design tasks have arisen which were not anticipated when the original Scope of Services was prepared, and are listed below as tasks 1 through 4. These expanded tasks will require approximately 60 hours to complete.

ATTACHMENT "A"

1. Redesign rear parking area to eliminate a fire hydrant relocation and to incorporate pervious pavers and a regular six-inch curb. It is assumed that drainage will be handled by the pervious nature of the pavers.
2. Prepare additional minor grading exhibits to assure coordinated design between the parking lot and District's Market Street property line wall.
3. Redesign parking striping design for front parking area to accommodate parking spaces relocated from the side of building.
4. Redesign porous pavement footprint in order to match ratios of pervious to impervious area.
5. Prepare additional design modifications as the project progresses. Twenty hours are budgeted for this item of work.

Item 19 – BMP Testing Design Items *(This item added by Amendment No. 2.)*

CValdo – Prepare additional design details outside of the original anticipated scope of work, prepare an asphalt concrete slurry seal overlay plan for the existing parking lots in the LID testing construction area and the LID testing control lot, and prepare a potholing plan showing results of subsurface utility investigation.

1. Prepare design details to support construction of the monitoring and testing aspects of the LID features. Design details include below-grade wall penetrations, non-standard catch basin connections, trench drain details, test equipment building details, raised planter details, roof downspout connection to drainage system, pavement spillway detail, and pavement runoff indicator catch basin details. Sixty hours is allocated for this work.
2. Prepare an overlay plan for new asphalt concrete slurry seal to be placed in the existing parking lots adjacent to the new LID features as well as the LID testing control lot. Sixteen hours is allocated for this work.
3. Prepare a plan showing surveyed pothole locations, descriptions of utilities found during potholing, cover on each utility, top of utility elevation, utility size, and utility encasement and encasement width. Analyze potential for conflicts between existing and proposed improvements. Forty hours is allocated for this work.

Items Specifically Excluded from this Scope of Services

The scope of services above includes all items proposed to be performed under this contract. Any items not included above may be performed under separate contract or as an addendum at the client's request. The list below is intended to serve as a reminder to the client that the listed services may be required but are excluded from this contract.

Planning and Design Phase

1. Construction drawings and/or specifications for utility relocation, except as outlined in Item 9-2 of this Scope of Services. *(This item revised by Amendment No. 1.)*
2. SWPPP and SWMP
3. Landscaping and irrigation plans, with the exception of specifying planting for the water quality swale(s)
4. Geotechnical evaluation
5. Traffic control plans, construction phasing plans and/or alternative parking location plans
6. Topographic and boundary base mapping
7. Title report
8. Environmental permitting
9. Electrical engineering and design services

Construction Phase

1. Construction staking
2. Construction management and inspection
3. As-built plan preparation and certification

FEES

RCFC&WCD LID TESTING AND DEMONSTRATION FACILITY AND PARKING LOT MODIFICATION

- A. The Services described in Attachment "A" Items 1 through 3 and 5 through 8 to be provided by CValdo Corporation will be provided on a time and materials basis per the enclosed schedule of hourly rates not to exceed \$90,164 without prior approval of client. *(This amount revised by Amendment No. 1 and No. 2.)*
- B. The Services described in Attachment "A" Items 2 through 3 to be performed by MACTEC under separate contract for the lump sum of \$28,414.
- C. The Services described in Attachment "A" Items 9 through 13 to be provided by CValdo Corporation will be provided on a time and materials basis per the enclosed schedule of hourly rates not to exceed \$84,892 without prior approval of client. *(This amount revised by Amendment No. 1.)*
- D. The Services described in Attachment "A" Item 14 to be provided by CValdo Corporation if needed on a time and materials basis per the enclosed schedule of hourly rates not to exceed \$3,500 without prior approval of client.
- E. The Services described in Attachment "A" Items 15 through 18 to be provided by CValdo Corporation will be provided on a time and materials basis per the enclosed schedule of hourly rates not to exceed \$63,918 without prior approval of client. *(This item added by Amendment No. 1.)*
- F. The Services described in Attachment "A" Item 19 to be provided by CValdo Corporation will be provided on a time and materials basis per the enclosed schedule of hourly rates not to exceed \$16,704 without prior approval of client. *(This item added by Amendment No. 2.)*
- G. CValdo Corporation direct cost for reprographics, printing, plotting and miscellaneous costs will be billed to the client at cost plus ten percent not to exceed \$2,000 without prior approval of the client.

Per request of client all tasks performed by CValdo will be billed monthly on a time and materials basis as work progresses with the stipulation that Item 2 must be completed in full prior to any billing on Item 3 and a first submittal of PS&E must be made per Item 3 prior to any billing on Item 5. Additionally, a first submittal of PS&E must be made per Item 9 prior to any billing on Item 10. A cost breakdown by Item is enclosed. *(This item revised by Amendment No. 1.)*

ATTACHMENT "B"

FEE BREAKDOWN BY ITEM

**RCFC&WCD LID TESTING AND DEMONSTRATION FACILITY AND
PARKING LOT MODIFICATION**

Item	Project	CValdo Fee			Total Fee
1	BMP	\$ 1,800	\$	\$	1,800
2	BMP	\$ 12,100	\$	\$	12,100
3	BMP	\$ 21,000	\$	\$	21,000
4	BMP	\$ 0	\$	\$	0
5	BMP	\$ 17,500	\$	\$	17,500
6	BMP	\$ 2,300	\$	\$	2,300
7***	BMP	\$ 21,600	\$	\$	21,600
8*	BMP	\$ 13,864	\$	\$	13,864
9*	Front & Rear Parking Lot	\$	\$ 25,584	\$	25,584
10	Front Parking Lot	\$	\$ 18,500	\$	18,500
11	Front Parking Lot	\$	\$ 2,300	\$	2,300
12*	Front Parking Lot	\$	\$ 24,644	\$	24,644
13*	Front Parking Lot	\$	\$ 13,864	\$	13,864
14	BMP	\$ 3,500	\$	\$	3,500
15**	BMP	\$ 17,280	\$	\$	17,280
16**	Potholing	\$ 12,375	\$ 12,375	\$	24,750
17**	Rear Drive Trail	\$	\$ 10,368	\$	10,368
18**	Miscellaneous Minor Design	\$	\$ 11,520	\$	11,520
19****	BMP Testing Design Items	\$ 16,704	\$	\$	16,704
Direct Cost Allowance		\$ 1,000	\$ 1,000	\$	2,000
Total Cost*		\$ 141,023	\$ 120,155	\$	261,178

* *These items revised by Amendment No. 1.*

** *These items added by Amendment No. 1.*

*** *This item revised by Amendment No. 2.*

**** *This item added by Amendment No. 2.*

ATTACHMENT "B"

CVALDO CORPORATION HOURLY RATE SCHEDULE

ENGINEERING SERVICES

Principal / Project Manager	\$144.00
Senior Engineer	\$136.00
Associate Engineer	\$124.00
Project Engineer	\$108.00
Junior Project Engineer	\$95.00
Engineering Designer	\$87.00
CAD Technician / Drafter	\$75.00
Administrative	\$57.00
Engineering Technician	\$48.00

FORENSIC ENGINEERING

Deposition	\$250.00
Court Appearance per half day or part	\$1,000.00
Principal / Project Manager	\$144.00

EXPENSES

Plotting and Reproduction	1.10 x Cost
Other Expenses: Including Sub-Consultants and Purchased Services through Subcontracts	1.10 x Cost

ATTACHMENT "B"