

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

916 A



**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**  
March 1, 2012

**SUBJECT:** Amendment Number 1 to the Engineering Services Agreement for Construction Management Services for the Date Palm Interchange at Interstate 10.

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve Amendment Number 1 to the Engineering Services Agreement between Mendoza & Associates and the County of Riverside, and;
2. Authorize the Chairman to execute the Amendment.

**BACKGROUND:** On May 17, 2011, the Board of Supervisors approved an agreement with

  
Juan C. Perez  
Director of Transportation

BEC  
(Continued On Attached Page)

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/2012

<b>SOURCE OF FUNDS:</b> STIP Funds-Federal (100%)	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE

BY:   
Tina Grande

**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL  
BY:   
MARSHALA L. VICTOR  
DATE: 2/27/12

Departmental Concurrence

Dep't Recomm.:  Policy

Per Exec. Ofc.:  Policy

**Prev. Agn. Ref.** 5/17/11, Item 3.31 | **District:** 4/4 | **Agenda Number:**

3.41

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

The Honorable Board of Supervisors

RE: Amendment Number 1 to the Engineering Services Agreement for Construction Management Services for the Date Palm Interchange at Interstate 10.

March 1, 2012

Page 2 of 2

Mendoza & Associates to provide construction management services for the reconstruction of Date Palm Interchange at Interstate 10. The agreement provided for Construction Management, Materials Testing, Construction Surveying and Environmental Monitoring services. A total contract amount of \$3,114,000 included a negotiated budget of \$2,708,000 and a contingency budget of \$406,000 to address unforeseen issues that may arise with the construction contractor. This amendment is now required to address comments from Caltrans Office of Audits and Investigation (Caltrans Audits) in order to remain eligible for federal reimbursement.

On May 23, 2011, the Department initiated a request for a Post-Award Audit from the Caltrans Audits, which was required to confirm federal eligibility. As a part of their review, Caltrans Audits determined that the contingency provision in the agreement was not acceptable. This amendment removes the contingency provision as it was originally proposed but, allows the Director of Transportation to authorize additional funds not to exceed 10% of the total project budget for services consistent with the approved scope of services. Therefore the total funds authorized by this amendment is equal to \$2,708,000 plus \$270,800 for a total of \$2,978,800. The language proposed in this Amendment is acceptable to Caltrans Audits.

Project No: A8-0373 (Date Palm Drive Interchange at Interstate 10), STPLN-5956(196)

1 **AMENDMENT 1**

2 **AMENDMENT TO AGREEMENT BETWEEN**

3 **THE COUNTY OF RIVERSIDE AND MENDOZA & ASSOCIATES**

4 **FOR ENGINEERING SERVICES ON THE DATE PALM/I-10 INTERCHANGE PROJECT**

5 THIS AMENDMENT 1 (hereinafter the "Amendment") to an agreement is made and entered into as of this  
6 \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the County of Riverside, a political subdivision of the State of  
7 California (hereinafter the "COUNTY"), and Mendoza & Associates (hereinafter "ENGINEER").

8 **RECITALS**

- 9 A. COUNTY and ENGINEER have entered in an agreement titled " Engineering Services Agreement for Date  
10 Palm at Interstate 10 Interchange Project between the County of Riverside • Transportation Department and  
11 Mendoza & Associates", that is dated May 17, 2011 (hereinafter the "Agreement"). The Agreement provides  
12 the terms and conditions, scope of work, schedule and budget for the performance of professional and  
13 technical services necessary to provide construction management services for the reconstruction of the Date  
14 Palm Drive Interchange on Interstate 10.
- 15 B. The parties desire to amend the current Agreement to comply with federal requirements for federal  
16 reimbursement.

17 **AGREEMENT**

18 NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

- 19 1. Amend Article IV.D. 2. as follows:
- 20 ► By adding the following statement after the first sentence: "increase in costs for services that are  
21 consistent with the overall scope and do not cumulatively exceed ten percent (10%) of the total contract  
22 budget. Any modification that purports to delete any line item of work that was included in the original Scope  
23 of Service shall be considered a major change."
- 24 ► By removing the following: "use of contingency pursuant to Article VI.B.1"
- 25 2. Amend Article V.A. 1. to read as follows: "The Contract start date is May 17, 2011. Services shall begin upon  
26 notification to proceed by the COUNTY PROJECT MANAGER."
- 27 3. Amend Article VI.B.1. as follows:
- 28 ► By adding the following sentence at the beginning of the paragraph: "The method of compensation is a  
29 cost plus fixed fee contract."

1 ▶ By changing the total amount of the Contract and Total Budget to \$2,708,000, and removing all  
2 references to a contingency amount of \$406,000.

3 3. Amend Article VI.B.5. to read as follows: "The consideration to be paid ENGINEER, as provided herein, shall  
4 be in compensation for all of ENGINEER's expenses incurred in the performance hereof unless otherwise  
5 expressly so provided. Travel and subsistence are explicitly excluded from the Contract."

6 4. Except to the extent specifically modified or amended hereunder, all of the terms, covenants and conditions of  
7 the Agreement as approved on May 17, 2011 shall remain in full force and effect between the parties hereto.

8 IN WITNESS HEREOF, the parties hereto have caused this Amendment to the Agreement to be duly executed  
9 this day and year first written above.

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14 [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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ARTICLE VIII • APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

 Dated: 2/22/12

JUAN C. PEREZ  
Director of Transportation

APPROVED AS TO FORM:  
PAMELA J. WALLS, COUNTY COUNSEL

 Dated: 2/27/12  
By Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

\_\_\_\_\_ Dated: \_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

\_\_\_\_\_ Dated: \_\_\_\_\_

KECIA HARPER-IHEM  
Clerk of the Board

ENGINEER Approvals

ENGINEER:

 Dated: 1.27.12

Richard J. Mendoza, P.E.  
PRINTED NAME

President  
TITLE

ENGINEER:

\_\_\_\_\_ Dated: \_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE