

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

921 B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
March 13, 2012

SUBJECT: Palm Springs MDP Line 43 and Lateral 43-A
Project No. 6-0-00163
Amendment No. 1 – Consulting Services Agreement
District 4 / District 4

RECOMMENDED MOTION:

1. Ratify and Approve the Amendment to the multi-year Consulting Services Agreement (Agreement) between the District and Albert A. Webb Associates (Consultant); and
2. Authorize the Chairman to execute the Agreement documents on behalf of the District.

BACKGROUND:

The Amendment provides for a change in the scope of services, an extension of time to December 30, 2012 to allow for the completion of additional work and an increase in the amount of \$40,977, for a total not to exceed amount of \$392,704, for the District's Palm Springs MDP Line 43 and Lateral 43-A project.

Continued on page 2

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. District Cost:	\$148,719	In Current Year Budget:	Yes
	Current F.Y. County Cost:	N/A	Budget Adjustment:	No
	Annual Net District Cost:	\$65,000	For Fiscal Year:	11-12, 12-13

SOURCE OF FUNDS: 524820 25160 947500 Zone 6 – Engineering Services	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: Michael R. Shetler
Michael R. Shetler

County Executive Office Signature

RJC FOR APPROVED COUNTY COUNSEL
 BY: Neal R. Kipnis 2/16/2012
 DATE: _____
 FISCAL PROCEDURES APPROVED
 BY: Ivan M. Chung 2/16/2012
 DATE: _____
 BY: _____

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

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

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Page 2

BACKGROUND:

This Amendment is necessary to allow for project coordination with the City of Cathedral City, Utility Companies and property owners.

County Counsel has approved the Agreement as to legal form and the Consultant has executed the Agreement.

FINANCIAL:

Sufficient funding is available in District's Zone 6 budget for FY 2011-2012 and will be included in the proposed budget for FY 2012-2013.

CLC:seb

AMENDMENT NO. 1
CONSULTING SERVICES AGREEMENT
PALM SPRINGS MDP LINE 43 AND LATERAL 43-A
Project No. 6-0-00163

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4 The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION
5 DISTRICT, hereinafter called "DISTRICT" and ALBERT A. WEBB ASSOCIATES,
6 hereinafter called "CONSULTANT", previously entered into that certain Agreement,
7 hereinafter called "AGREEMENT", dated May 25, 2010, providing for CONSULTANT to
8 perform engineering services for DISTRICT'S Palm Springs MDP, Line 43 and Lateral 43-A
9 project (Project No. 6-0-00163).

10
11 DISTRICT desires CONSULTANT, to provide additional services and CONSULTANT
12 is willing to perform such work as requested by DISTRICT and as described in
13 CONSULTANT'S "Scope of Work and Fee Proposal for Amendment No. 1", attached hereto
14 as Attachment "D" and made a part hereof.

15 DISTRICT and CONSULTANT mutually agree that, upon approval of this Amendment
16 No. 1 by DISTRICT'S Board of Supervisors, the amount of compensation paid for additional
17 scope of services as shown in Attachment "D" under said AGREEMENT shall be increased by
18 forty thousand nine-hundred seventy-seven dollars (\$40,977) and CONSULTANT'S time for
19 performance under AGREEMENT shall be extended to December 31, 2012.
20

21 NOW, therefore, the parties hereto mutually agree to amend AGREEMENT as follows,
22 effective June 30, 2011:

23 1. Section 2 of AGREEMENT is amended to read:

24 2. Scope of Services

25 "DISTRICT hereby retains CONSULTANT, as an independent contractor, to
26 perform all technical and professional services including but not limited to
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1 expertise, labor, material, equipment, transportation, supervision, and other
2 incidental services to fully and adequately perform and complete in a skillful
3 and professional manner those engineering services set forth in Attachments "A"
4 and "D", and CONSULTANT agrees to perform said services within the time
5 limits specified herein.

6 By entering into this Agreement, CONSULTANT assumes responsible charge
7 of the work pursuant to Section 6703 of the Professional Engineers Act; Chapter
8 7 of the Business and Professions Code, and shall be wholly responsible for the
9 completeness and accuracy of all data, plans, specifications and estimates
10 prepared pursuant to this Agreement, and shall check all such material
11 accordingly."
12

- 13 2. The following sentence is appended to Section 3 of AGREEMENT as Paragraph 3:

14 3. Time for Performance

15 "CONSULTANT shall continue performance of current services under the
16 AGREEMENT and shall diligently and responsibly pursue the performance of
17 additional scope of services as described in Attachment "D" to completion by
18 December 31, 2012."
19

- 20 3. Section 6, Paragraph 1 of AGREEMENT is amended to read:

21 6. Consultant's Compensation and Payment

22 "CONSULTANT'S compensation and payment shall be for actual services
23 provided in an amount not to exceed three hundred ninety-two thousand seven
24 hundred four dollars (\$392,704). All billings shall be in accordance with
25 CONSULTANT'S "Scope of Work", attached hereto as Attachment "A", "Fee
26 Schedule", attached hereto as Attachment "B" and made a part hereof, and
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1 Attachment "D". CONSULTANT shall invoice DISTRICT for "Deliverable
2 Items" as shown in Attachments "B" and "D" based on a lump sum not to exceed
3 for each deliverable upon delivery or performance of said items."

4 4. Except to the extent specifically added to, modified or amended herein, all of the
5 terms, covenants and conditions of said AGREEMENT dated May 25, 2010 shall remain in full
6 force and effect between the parties hereto.
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

(to be filled in by Clerk of the Board)

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

RECOMMENDED FOR APPROVAL:

By 

WARREN D. WILLIAMS
General Manager-Chief Engineer

By _____

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

APPROVED AS TO FORM:

PAMELA J. WALLS
County Counsel

By 

NEAL KIPNIS
Deputy County Counsel

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By _____
Deputy

(SEAL)

Amendment No. 1
Consulting Services Agreement
Palm Springs MDP Line 43, Lateral 43-A
CLC:seb

ALBERT A. WEBB ASSOCIATES

By 
SCOTT R. HILDEBRANDT
Vice President

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Amendment No. 1
Consulting Services Agreement
Palm Springs MDP Line 43, Lateral 43-A
CLC:seb

Attachment D

Scope of Work and Fee Proposal for Amendment No. 1

Time and Materials Items

Subconsultant Items

Subconsultant task items will not be undertaken without District approval. All subconsultant items will be marked up 15% by Webb Associates and billed directly to the District upon submittal of the associated work items.

Task Group 8 – Subconsultant Work

- 21. c. Seismic Refraction Surveys near rock outcropping adjacent to the proposed Line 43 and Lateral 43A alignments. Deliverable – Geophysical Report.
- 22. b. Mapping conflicting utilities by Ground Penetrating Radar method along Perez Road. Deliverable – Wet and Dry Utility mapping.

Task Group 9 – Project Management

- 24. b. Additional project coordination meetings with City Council and Auto Dealers Association. Deliverable – Meeting Minutes.
- 25. b. Optional Scope of Work as Directed by District; In the event that unpredicted and unforeseen conditions are confronted, the District may ask Webb to add work for the satisfactory completion of the project. This additional directed work is optional and its costs shall be negotiated between District and Webb. Efforts to elaborate any additional scope of work will be paid under this item. Approval by District shall be in writing before work is started.

Fee Schedule

Time and Materials (Subconsultant)	Budget	15% Markup	Total Budget
21c Geophysical Report	\$2,700.00	\$405.00	\$3,105.00
22b Wet and Dry Utility Mapping	\$11,304.35	\$1,695.65	\$13,000.00
Time and Materials (Webb Associates)			Estimated Budget
24b Project Coordination Meetings (with City Council and Auto Dealers Assn.)			\$9,872.00
25b Optional Scope of Work as Directed by District			\$15,000.00
TOTAL			\$40,977.00