

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

321 A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
June 7, 2012

SUBJECT: Amendment No. 1 to the On-Call Engineering Services Agreement with AECOM Technical Services, Inc. (dba, Lim and Nascimento Engineering Corporation).

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Amendment No. 1 to the On-Call Engineering Services Agreement with AECOM Technical Services, Inc. (dba, Lim and Nascimento Engineering Corporation) and the County of Riverside and authorize the Chairman of the Board to execute the same.
2. Authorize the Chairman of the Board to execute the Assignment and Consent Agreement to transfer assignment of the Contract from Assignor (Lim and Nascimento

Juan C. Perez
Director of Transportation and Land Management

KN:kn

(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 250,000	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

SOURCE OF FUNDS: Gas Tax, Measure A, TUMF Fees, RBBB Fees, Developer Fees, Permit Fees and others (% Varies)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

There are no General Funds used in this project.

C.E.O. RECOMMENDATION:

APPROVE
BY:
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
 BY:
 MARSHA L. VICTOR
 DATE: 6/10/12
 Departmental Concurrence

Policy
 Policy

Consent
 Consent

Dept's Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref. 07/21/2009,
Item 3.91

District: All

Agenda Number:

The Honorable Board of Supervisors

RE: Amendment No. 1 to the On-Call Engineering Services Agreement with AECOM Technical Services, Inc. (dba, Lim and Nascimento Engineering Corporation).

June 7, 2012

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Engineering Corporation) to Assignee (AECOM Technical Services, Inc.)

BACKGROUND: The Transportation Department needs engineering support services to deliver all the necessary road improvement projects identified and funded in the Transportation Improvement Program. The Board of Supervisors approved and executed an agreement between the County and Lim and Nascimento Engineering Corporation (henceforth known as AECOM Technical Services, Inc.) on July 21, 2009 to provide the Transportation Department with the needed services. Subsequent to execution of the original agreement, Lim and Nascimento Engineering Corporation was acquired by AECOM Technical Services Inc. This amendment exercises the option in the agreement to extend the terms of the contract for the first of the two optional one-year extensions. The Assignment and Consent Agreement provides consent by Riverside County to the assignment of the contract from the Assignor (Lim and Nascimento Engineering Corporation) to the Assignee (AECOM Technical Services, Inc.) to transfer and convey all of its rights, obligations, title, interest and liabilities. The billing rates for the contract amendment remain the same as the original executed contract.

AECOM Technical Services Inc. is currently assisting the Transportation Department with the design support and technical services for the Goetz Road Bridge structure over Salt Creek to replace existing culverts and the Brown Street low water crossing south of Cajalco Road in the Mead Valley area.

All associated contract costs will be funded using project funds. Thus, no net county costs will be incurred as a result of this contract amendment.

1 **1st AMENDMENT TO AGREEMENT**

2 **for On-Call Engineering Services**

3 **between County of Riverside – Transportation Department**

4 **and AECOM Technical Services, Inc. (dba, Lim and Nascimento Engineering Corporation)**

5 THIS AMENDMENT (hereinafter the "1st Amendment") to an agreement is made and entered into as of this
6 _____ day of _____, 2012, by and between the County of Riverside, a political subdivision of the State of
7 California (hereinafter the "COUNTY"), and AECOM Technical Services, Inc. (dba, Lim and Nascimento
8 Engineering Corporation) (hereinafter "ENGINEER").

9 **RECITALS**

- 10 A. COUNTY and ENGINEER have entered in an agreement entitled "On-Call General Engineering Services
11 between County of Riverside – Transportation Department and Lim and Nascimento Engineering
12 Corporation" that is dated July 21, 2009 (hereinafter the "Agreement"). The Agreement provides the terms
13 and conditions, scope of work, schedule and budget for the performance of professional and technical
14 services necessary to provide on-call engineering services. Subsequent to execution of the original
15 agreement, Lim and Nascimento Engineering Corporation was acquired, as a wholly owned subsidiary, of and
16 by AECOM Technical Services, Inc.. Article IV. B. provides that the Agreement is not assignable by
17 ENGINEER without the written consent of COUNTY, which consent to assignment COUNTY has agreed to
18 execute on this same date.
- 19 B. Appendix B • Article BI establishes the time period for allowing work assignments to be authorized under the
20 original agreement. The terms and conditions specify that work assignment can be authorized until June 30,
21 2012 and that the authority to approve and execute work assignments can be modified through one-year
22 supplemental extensions. The agreement allows for two separate one-year extensions.
- 23 C. The ENGINEER is satisfactorily performing the duties under this agreement and the Transportation
24 Department continues to need the services provided. The parties therefore now desire to implement the first
25 one-year extension of the authority to approve and execute work assignments.

26
27 **AGREEMENT**

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

- 29 1. Pursuant to Article IV. B., County agrees this same date by separate instrument, Assignment and Consent

1 Agreement, to the assignment from Lim and Nascimento Engineering Corporation to AECOM Technical
2 Services, Inc..

3 2. All references in the Agreement to Lim and Nascimento Engineering Corporation will henceforth be known as
4 AECOM Technical Services, Inc..

5 3. The authority to authorize work assignments under this contract is hereby extended from June 30, 2012 to
6 June 30, 2013 in accordance with Appendix B • Article BI of the original agreement.

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

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

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APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

 Dated: 6/12/12

JUAN C. PEREZ
Director of Transportation

APPROVED AS TO FORM:

 Dated: 6/13/12
Deputy for
PAMELA J. WALLS

County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: _____

PRINTED NAME
Chairman, Riverside County Board of Supervisors


ATTEST:

_____ Dated: _____

KECIA HARPER-IHEM
Clerk of the Board (SEAL)

ENGINEER Approvals


ENGINEER:

 Dated: 5/9/12

PRINTED NAME James Fisher
V.P.

TITLE

ENGINEER:

 Dated: 5/8/12

PRINTED NAME Patricia L. Somerville
VICE PRESIDENT

TITLE

ASSIGNMENT AND CONSENT AGREEMENT

RECITALS

WHEREAS, the County of Riverside Transportation Department, (the "County of Riverisde") and Lim & Nascimento, Inc. ("LAN") executed that certain agreement for Professional Services related to On-Call Engineering Services dated July 21, 2009; (the "Contract"); and

WHEREAS, Lim & Nascimento, Inc., a California corporation, ("Assignor") wishes to assign the Contract to its parent company, AECOM Technical Services, Inc., a California corporation, ("Assignee"), Tax Identification Number 95-2661922; and

WHEREAS, the County of Riverside consents to the assignment of the Contract.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ASSIGNMENT

Assignor hereby assigns, transfers and conveys all of its rights, obligations, title, interest and liabilities in and to the Contract to Assignee. Assignee hereby accepts such assignment and assumes all of Assignor's rights, obligations, title, and liabilities in and to the Contract, whether such rights, obligations, title, interest or liabilities arose before or after the date of this Agreement.


CONSENT TO ASSIGNMENT

The County of Riverside hereby consents to the assignment of the Contract from Assignor to Assignee and agrees to look solely to Assignee for the continued performance of the Contract.

Executed this 8th day of May, 2012.


ASSIGNOR

LIM & NASCIMENTO, INC. (LAN)

By: 
Name: James Fable
Title: V.P.

ASSIGNEE

AECOM TECHNICAL SERVICES, INC.

By: 
Name: Patrick L. Somerville
Title: Vice President

**CHAIRMAN, RIVERSIDE COUNTY
BOARD OF SUPERVISORS**

By: _____
Name: _____
Title: _____

FORM APPROVED COUNTY COUNSEL

BY:  6/13/12
MARSHAL L. VICTOR DATE