

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

509B



FISCAL PROCEDURES APPROVED  
JEANINE J. REY, FINANCE DIRECTOR  
BY: *Jeanine J. Rey* 10/16/2012  
JEANINE J. REY

**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**  
November 20, 2012

**SUBJECT:** Revised National Pollutant Discharge Elimination System  
Professional Services Providers Lists  
Amendment No. 1 to Consulting Services Agreements

**RECOMMENDED MOTION:**

- 1. Approve the 'revised Tier 1 National Pollutant Discharge Elimination System Support and Ancillary Professional Services Providers List' (Attachment "A") for use on an as-needed basis, for Fiscal Years 2012-2013, 2013-2014 and 2014-2015;

Continued on Page 2.

**BACKGROUND:**

See Pages 2 and 3.

**FINANCIAL:**

See Page 3.

**WARREN D. WILLIAMS**  
General Manager-Chief Engineer

<b>FINANCIAL DATA</b>	Current F.Y. District Cost:	\$2,800,000	In Current Year Budget:	Yes
	Current F.Y. County Cost:	N/A	Budget Adjustment:	N/A
	Annual Net District Cost:	\$2,800,000	For Fiscal Year:	12/13; 13/14; 14/15

<b>SOURCE OF FUNDS:</b>	25180 947540 525440 NPDES Whitewater Assessment	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	25190 947560 525440 NPDES Santa Ana Assessment	Requires 4/5 Vote	<input type="checkbox"/>
	25200 947580 525440 NPDES Santa Margarita Assessment		

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

APPROVE

BY: *Michael R. Shetler*  
Michael R. Shetler

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL  
BY: *Neal R. Kinn* DATE

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

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

**SUBJECT:** Revised National Pollutant Discharge Elimination System  
Professional Services Providers Lists  
Amendment No. 1 to Consulting Services Agreements

**SUBMITTAL DATE:** November 20, 2012

**Page 2**

**RECOMMENDED MOTION:**

2. Approve the 'revised Tier 2 National Pollutant Discharge Elimination System Professional Services Providers List' (Attachment "B"), for use on an as-needed basis for Fiscal Years 2012-2013, 2013-2014, and 2014-2015;
3. Approve eight (8) Amendment No. 1 to Consulting Services Agreements between the District and the following National Pollutant Discharge Elimination System support and ancillary professional services providers: AEI-CASC Engineering, Inc., AMEC E&I, Inc., Brown and Caldwell, HDR Engineering, Inc., RBF Consulting, Tetra Tech, Inc., Weston Solutions, Inc., and URS Corporation Americas;
4. Authorize the Chairman to execute the Amendment documents on behalf of the District; and
5. Authorize the District's General Manager-Chief Engineer to sign any necessary future amendments to the above Consulting Services Agreements that do not increase the cost to the District and do not materially change the scope of services.

**BACKGROUND:**

On August 16, 2011, the District Board adopted two lists of pre-qualified consultants, referred to as the Tier 1 National Pollutant Discharge Elimination System (NPDES) Support and Ancillary Professional Services list and Tier 2 Project Specific NPDES Professional Services list. The Board approved Tier 1 list authorizes individual contract limits of \$100,000 in any fiscal year while the Board approved Tier 2 list authorizes individual contract limits of \$250,000 in any fiscal year with a further cap of \$750,000 for the entire term of the contract. The Tier 1 and Tier 2 lists are valid for three years. Prior to its expiration in August 2014, the District will issue another Request for Qualifications to various firms with the intent to establish a new pre-qualified consultants list(s) for the NPDES Support and Ancillary Professional Services.

The existing Board approved Tier 1 and Tier 2 lists share the following same consulting firms: AEI-CASC Engineering, Inc., AMEC E&I, Inc., Brown and Caldwell, CDM, HDR Engineering, Inc., RBF Consulting, Tetra Tech, Inc., and URS Corporation Americas. The Tier 1 and Tier 2 lists, in combination, authorize individual contract limits of \$100,000 and \$250,000 in any fiscal year, respectively. This separate contracting mechanisms created under the lists have introduced unnecessary administrative burden associated with contracting complexities and resulted in delays in initiating time-sensitive projects. This issue is related to current Board Agenda Item No. 11.2, which is an example of some of the difficulties experienced with these two separate contracting mechanisms. In order to allow District to streamline its contract administration process and to respond to regulatory requirements in a timely manner, District staff is recommending that 1) the Tier 1 list be revised to exclude the above consulting firms; and 2) the Tier 2 list be revised to increase the individual contract limits from \$250,000 in any fiscal year to \$250,000 for Fiscal Year 2011-2012 and \$350,000 for any fiscal year thereafter with a further cap of \$950,000 for the entire term of the contract.

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

**SUBJECT:** Revised National Pollutant Discharge Elimination System  
Professional Services Providers Lists  
Amendment No. 1 to Consulting Services Agreements

**SUBMITTAL DATE:** November 20, 2012

**Page 3**

Under the eight (8) Amendment No. 1 documents (Amendments) to the existing Consulting Services Agreements recommended for approval via this action, the District will have the ability but no obligation, to utilize the services of AEI-CASC Engineering, Inc., AMEC E&I, Inc., Brown and Caldwell, HDR Engineering, Inc., RBF Consulting, Tetra Tech, Inc., Weston Solutions, Inc. and URS Corporation Americas for NPDES Support and Ancillary Professional Services on an as-needed basis for Fiscal Years 2011-2012, 2012-2013, 2013-2014, and 2014-2015. These Amendments are for a "not-to-exceed" amount of \$250,000 for Fiscal Year 2011-2012, \$350,000 for any fiscal year thereafter with a further cap of \$950,000 for the entire term of the Amendment for each firm as described in the respective Amendments.

**FINANCIAL:**

Sufficient funding is available in the District's budget for Fiscal Year 2012-2013 and will be included in the proposed budget(s) for Fiscal Years 2013-2014 and 2014-2015.

## **ATTACHMENT "A"**

Revised Tier 1 National Pollutant Discharge Elimination System Support and  
Ancillary Professional Services Providers List – expires in August 2014

(Services with a not-to-exceed limit of \$100,000 per Board Policy H-7)

**Babcock Laboratories, Inc.**

**Larry Walker Associates, Inc.**

**Nautilus Environmental, Inc.**

**Watearth, Inc.**

## **ATTACHMENT "B"**

Revised Tier 2 National Pollutant Discharge Elimination System Support and  
Ancillary Professional Services Providers List – expires in August 2014

(Services with a not-to-exceed limit of \$250,000 for Fiscal Year 2011-2012 and \$350,000 for any fiscal  
year thereafter with a further cap of \$950,000 for each individual contract)

**AEI-CASC Engineering, Inc.**

**AMEC Environment & Infrastructure, Inc.**  
(Note: formerly Amec E&I, Inc.)

**Brown and Caldwell**

**CDM Smith, Inc.**  
(Note: formerly CDM, Inc.)

**HDR Engineering, Inc.**

**RBF Consulting**

**Tetra Tech, Inc.**

**URS Corporation Americas**

**Weston Solutions, Inc.**

AMENDMENT NO. 1 TO  
CONSULTING SERVICES AGREEMENT

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2  
3 RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
4 CONSERVATION DISTRICT, hereinafter called "DISTRICT", and AEI-CASC  
5 ENGINEERING, INC., hereinafter called "CONSULTANT", previously entered into  
6 that certain Agreement, hereinafter referred to as AGREEMENT, dated August 16,  
7 2011 to provide on-call National Pollutant Discharge Elimination System (NPDES)  
8 support services in accordance with applicable federal, state, and local laws and  
9 regulations as requested by DISTRICT; and

10  
11 DISTRICT desires CONSULTANT to provide additional services above  
12 the level specified in the AGREEMENT and CONSULTANT is willing to perform such  
13 work as requested by DISTRICT; and

14 NOW, THEREFORE, DISTRICT and CONSULTANT mutually agree to  
15 amend the AGREEMENT as follows:

- 16 1. Section 4 is amended to read:

17 4. TERM

18 The term of this AGREEMENT became effective on the date the  
19 AGREEMENT was executed by DISTRICT'S Board of  
20 Supervisors, and shall remain in effect through the required date  
21 for completion of an assigned Task Order, provided that such  
22 Task Order was approved prior to June 30, 2014 and completed  
23 by June 30, 2015.  
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2. Section 5 is amended to read:

5. COMPENSATION

CONSULTANT shall receive compensation for all services satisfactorily performed under this AGREEMENT in accordance with the terms of the approved Task Order(s). The total amount to be paid to CONSULTANT for the performance of all Task Orders approved pursuant to this AGREEMENT shall not exceed two hundred fifty thousand dollars (\$250,000) for Fiscal Year 2011-2012, three hundred fifty thousand dollars (\$350,000) in any fiscal year thereafter and shall not exceed the sum of nine hundred fifty thousand dollars (\$950,000) for the entire term of this AGREEMENT.

3. Except to the extent specifically added to, modified or amended herein, all of the terms, covenants and conditions of said AGREEMENT dated August 16, 2011, shall remain in full force and effect between the parties hereto.


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

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(to be filled in by Clerk of the Board)

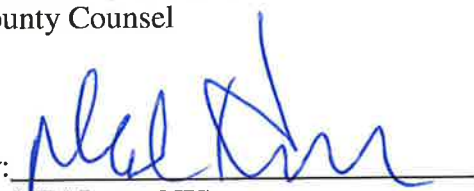
RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

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 to  
Consulting Services Agreement  
AEI-CASC  
10/16/12  
KEC:blj



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**AEI-CASC ENGINEERING, INC.**

By:   
\_\_\_\_\_  
**RICHARD J. SIDOR, P.E.**  
Principal and President

Amendment No. 1 to  
Consulting Services Agreement  
AEI-CASC  
10/16/12  
KEC:blj

AMENDMENT NO. 1 TO  
CONSULTING SERVICES AGREEMENT

1  
2 RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
3 CONSERVATION DISTRICT, hereinafter called "DISTRICT", and AMEC  
4 ENVIRONMENT & INFRASTRUCTURE, INC. (formerly AMEC E&I, INC.),  
5 hereinafter called "CONSULTANT", previously entered into that certain Agreement,  
6 hereinafter referred to as AGREEMENT, dated August 16, 2011 to provide on-call  
7 National Pollutant Discharge Elimination System (NPDES) support services in  
8 accordance with applicable federal, state, and local laws and regulations as requested by  
9 DISTRICT; and  
10

11 DISTRICT desires CONSULTANT to provide additional services above  
12 the level specified in the AGREEMENT and CONSULTANT is willing to perform such  
13 work as requested by DISTRICT; and  
14

15 NOW, THEREFORE, DISTRICT and CONSULTANT mutually agree to  
16 amend the AGREEMENT as follows:

- 17 1. Section 4 is amended to read:

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20 AGREEMENT was executed by DISTRICT'S Board of  
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2. Section 5 is amended to read:

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CONSULTANT shall receive compensation for all services satisfactorily performed under this AGREEMENT in accordance with the terms of the approved Task Order(s). The total amount to be paid to CONSULTANT for the performance of all Task Orders approved pursuant to this AGREEMENT shall not exceed two hundred fifty thousand dollars (\$250,000) for Fiscal Year 2011-2012, three hundred fifty thousand dollars (\$350,000) in any Fiscal Year thereafter and shall not exceed the sum of nine hundred fifty thousand dollars (\$950,000) for the entire term of this AGREEMENT.

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

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

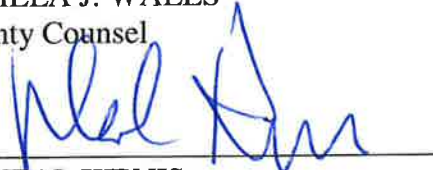
**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

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:

ATTEST:

PAMELA J. WALLS  
County Counsel  
  
By: \_\_\_\_\_  
NEAL KIPNIS  
Deputy County Counsel

KECIA HARPER-IHEM  
Clerk of the Board  
By: \_\_\_\_\_  
Deputy

(SEAL)

Amendment No. 1 to  
Consulting Services Agreement  
AMEC  
10/16/12  
KEC:blj

1 AMEC ENVIRONMENT &  
2 INFRASTRUCTURE, INC.

3  
4 By: \_\_\_\_\_

5 PETER J. CAMPBELL  
6 Vice President

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26 Consulting Services Agreement  
27 AMEC  
28 10/16/12  
KEC:blj

AMENDMENT NO. 1 TO  
CONSULTING SERVICES AGREEMENT

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RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", and BROWN AND CALDWELL, hereinafter called "CONSULTANT", hereinafter called "CONSULTANT", previously entered into that certain Agreement, hereinafter referred to as AGREEMENT, dated August 16, 2011 to provide on-call National Pollutant Discharge Elimination System (NPDES) support services in accordance with applicable federal, state, and local laws and regulations as requested by DISTRICT; and

DISTRICT desires CONSULTANT to provide additional services above the level specified in the AGREEMENT and CONSULTANT is willing to perform such work as requested by DISTRICT; and

NOW, THEREFORE, DISTRICT and CONSULTANT mutually agree to amend the AGREEMENT as follows:

1. Section 4 is amended to read:

4. TERM

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RECOMMENDED FOR APPROVAL:

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

By:   
WARREN D. WILLIAMS  
General Manager-Chief Engineer

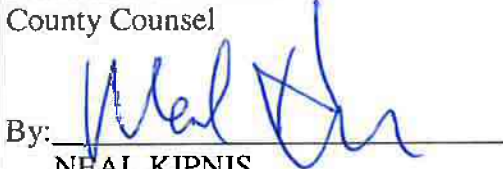
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Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By:   
NEAL KIPNIS  
Deputy County Counsel

By: \_\_\_\_\_  
Deputy

(SEAL)

Amendment No. 1 to  
Consulting Services Agreement  
Brown and Caldwell  
10/17/12  
KEC:blj



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**BROWN AND CALDWELL**

By:   
MARK DAMIKOLAS  
Vice President

Amendment No. 1 to  
Consulting Services Agreement  
Brown and Caldwell  
10/17/12  
KEC:blj

AMENDMENT NO. 1 TO  
CONSULTING SERVICES AGREEMENT

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

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

4 RECOMMENDED FOR APPROVAL:

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

5  
6 By:   
7 WARREN D. WILLIAMS  
8 General Manager-Chief Engineer

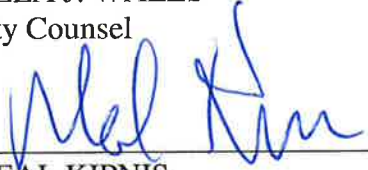
By: \_\_\_\_\_  
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

9  
10 APPROVED AS TO FORM:

ATTEST:

11 PAMELA J. WALLS  
12 County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

13  
14 By:   
15 NEAL KIPNIS  
16 Deputy County Counsel

By: \_\_\_\_\_  
Deputy

17 (SEAL)

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25 Amendment No. 1 to  
26 Consulting Services Agreement  
27 HDR  
10/16/12  
KEC:bjj

1 **HDR ENGINEERING, INC.**

2

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By: 

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RICHARD COLES

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Vice President

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Amendment No. 1 to  
Consulting Services Agreement

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HDR

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10/16/12

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KEC:blj

AMENDMENT NO. 1 TO  
CONSULTING SERVICES AGREEMENT

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3 CONSERVATION DISTRICT, hereinafter called "DISTRICT", and RBF  
4 CONSULTING., hereinafter called "CONSULTANT", previously entered into that  
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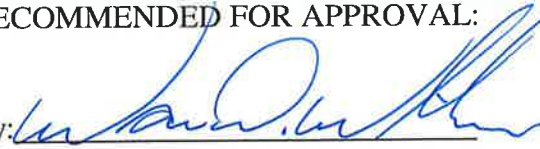
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

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:

ATTEST:

PAMELA J. WALLS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By:   
NEAL KIPNIS  
Deputy County Counsel

By: \_\_\_\_\_  
Deputy

(SEAL)

Amendment No. 1 to  
Consulting Services Agreement  
RBF  
10/16/12  
KEC:blj



1 **RBF CONSULTING**

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By: Anna Y. Lantini

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ANNA Y. LANTINI  
Senior Vice President

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Amendment No. 1 to  
Consulting Services Agreement  
RBF  
10/16/12  
KEC:blj

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AMENDMENT NO. 1 TO  
CONSULTING SERVICES AGREEMENT

1  
2 RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
3 CONSERVATION DISTRICT, hereinafter called "DISTRICT", and TETRA TECH,  
4 INC., hereinafter called "CONSULTANT", previously entered into that certain  
5 Agreement, hereinafter referred to as AGREEMENT, dated August 16, 2011 to provide  
6 on-call National Pollutant Discharge Elimination System (NPDES) support services in  
7 accordance with applicable federal, state, and local laws and regulations as requested by  
8 DISTRICT; and  
9

10 DISTRICT desires CONSULTANT to provide additional services above  
11 the level specified in the AGREEMENT and CONSULTANT is willing to perform such  
12 work as requested by DISTRICT; and  
13

14 NOW, THEREFORE, DISTRICT and CONSULTANT mutually agree to  
15 amend the AGREEMENT as follows:

16 1. Section 4 is amended to read:

17 4. TERM

18 The term of this AGREEMENT became effective on the date  
19 the AGREEMENT was executed by DISTRICT'S Board of  
20 Supervisors, and shall remain in effect through the required  
21 date for completion of an assigned Task Order, provided that  
22 such Task Order was approved prior to June 30, 2014 and  
23 completed by June 30, 2015.  
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2. Section 5 is amended to read:

5. COMPENSATION

CONSULTANT shall receive compensation for all services satisfactorily performed under this AGREEMENT in accordance with the terms of the approved Task Order(s). The total amount to be paid to CONSULTANT for the performance of all Task Orders approved pursuant to this AGREEMENT shall not exceed two hundred fifty thousand dollars (\$250,000) for Fiscal Year 2011-2012, three hundred fifty thousand dollars (\$350,000) in any Fiscal Year thereafter and shall not exceed the sum of nine hundred fifty thousand dollars (\$950,000) for the entire term of this AGREEMENT.

3. Except to the extent specifically added to, modified or amended herein, all of the terms, covenants and conditions of said AGREEMENT dated August 16, 2011, shall remain in full force and effect between the parties hereto.


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

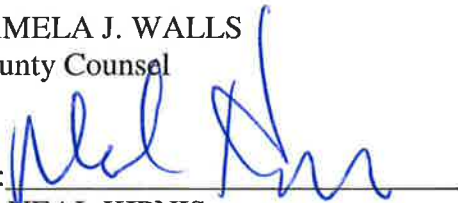
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(to be filled in by Clerk of the Board)

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

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 to  
Consulting Services Agreement  
Tetra-Tech  
10/16/12  
KEC:blj

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**TETRA TECH, INC.**

By:   
STEPHEN CARTER  
Director

Amendment No. 1 to  
Consulting Services Agreement  
Tetra-Tech  
10/16/12  
KEC:blj

AMENDMENT NO. 1 TO  
CONSULTING SERVICES AGREEMENT

1  
2 RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
3 CONSERVATION DISTRICT, hereinafter called "DISTRICT", and URS  
4 CORPORATION, hereinafter called "CONSULTANT", previously entered into that  
5 certain Agreement, hereinafter referred to as AGREEMENT, dated August 16, 2011 to  
6 provide on-call National Pollutant Discharge Elimination System (NPDES) support  
7 services in accordance with applicable federal, state, and local laws and regulations as  
8 requested by DISTRICT; and  
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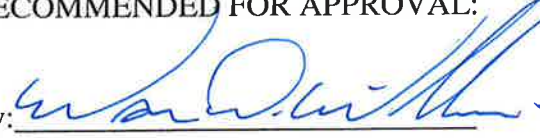
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By:   
WARREN D. WILLIAMS  
General Manager-Chief Engineer

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 to  
Consulting Services Agreement  
URS  
10/16/12  
KEC:bjj



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**URS CORPORATION**

By:   
WILLIAM MANKER  
Vice President

Amendment No. 1 to  
Consulting Services Agreement  
URS  
10/16/12  
KEC:blj

AMENDMENT NO. 1 TO  
CONSULTING SERVICES AGREEMENT

1  
2 RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
3 CONSERVATION DISTRICT, hereinafter called "DISTRICT", and WESTON  
4 SOLUTIONS, INC., hereinafter called "CONSULTANT", previously entered into that  
5 certain Agreement, hereinafter referred to as AGREEMENT, dated August 16, 2011 to  
6 provide on-call National Pollutant Discharge Elimination System (NPDES) support  
7 services in accordance with applicable federal, state, and local laws and regulations as  
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(to be filled in by Clerk of the Board)

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

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 to  
Consulting Services Agreement  
Weston  
10/16/12  
KEC:blj

1 WESTON SOLUTIONS, INC.

2  
3  
4 By:   
5 NANCY GARDINER *Lisa Kay*  
6 ~~Client Service Manager, Sr. Project Manager~~ *Vice President*

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24 Amendment No. 1 to  
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26 Weston  
27 10/16/12  
28 KEC:blj