

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

510B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
November 20, 2012

SUBJECT: On-call National Pollutant Discharge Elimination System Support Services
Amendment No. 1 to Consulting Services Agreement

RECOMMENDED MOTION:

1. Ratify and approve Amendment No. 1 to the Consulting Services Agreement between the District and CDM Smith, Inc.;
2. Authorize the Chairman to execute the Amendment documents on behalf of the District; and
3. Authorize the District's General Manager-Chief Engineer to sign any necessary future amendments to the above Consulting Services Agreement that do not increase the cost to the District and do not materially change the scope of services.

BACKGROUND:

See Page 2.

WARREN D. WILLIAMS
General Manager-Chief Engineer

**FINANCIAL
DATA**

Current F.Y. District Cost:	\$373,113.36	In Current Year Budget:	Yes
Current F.Y. County Cost:	\$N/A	Budget Adjustment:	N/A
Annual Net District Cost:	\$350,000	For Fiscal Year:	12/13;13/14;14/15

SOURCE OF FUNDS:

25180 947540 525440 NPDES Whitewater Assessment – Prof. Services
25190 947560 525440 NPDES Santa Ana Assessment – Prof. Services
25200 947580 525440 NPDES Santa Margarita Assessment – Prof. 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

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
DATE 11/28/12
NEAR KIPNIS

☐ Policy

☐ Consent

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD
Per Exec. Ofc.:

FISCAL PROCEDURES APPROVED
JEANINE J. REY, FINANCE DIRECTOR
BY: 10/29/2012
JEANINE J. REY

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BACKGROUND:

The District previously entered into a multi-year Consulting Services Agreement (Agreement) with Camp Dresser & McKee, Inc. to provide on-call National Pollutant Discharge Elimination System (NPDES) support services (Board Agenda Item No. 11.14 of August 16, 2011). Camp Dresser & McKee, Inc. subsequently merged with Wilbur Smith Associates and officially changed the legal name of the company from Camp Dresser & McKee, Inc. to CDM Smith Inc. (Consultant).

Pursuant to the Agreement, Consultant assisted the District with the development of two significant regulatory compliance programs during Fiscal Year 2011-12 as required by the Santa Ana Regional Water Quality Control Board. However, the development of the above programs resulted in additional tasks and associated compensation that exceeded the contract limit set for Fiscal Year 2011-2012 by \$23,113.36. In order to allow District to continue to provide timely response to regulatory requirements and to manage its Agreement in a more efficient manner, District staff is recommending that the contract limits be increased from \$250,000 to \$273,113.36 for Fiscal Year 2011-2012 and from \$250,000 to \$350,000 for any Fiscal Year thereafter with a total not to exceed amount of \$973,113.36 for the entire term of the Agreement and any amendments thereafter.

This Amendment is necessary i) to reflect corporate name change, and ii) to provide for an increase in the contract limits.

FINANCIAL:

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

AMR:blj

AMENDMENT NO. 1 TO
CONSULTING SERVICES AGREEMENT

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", and CAMP DRESSER & McKEE, INC., previously entered into that certain Consulting Services 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

CAMP DRESSER & McKEE, INC. has now merged with WILBUR SMITH ASSOCIATES and officially changed the legal name of the company from CAMP DRESSER & McKEE, INC. to CDM SMITH INC., hereinafter called "CDM SMITH INC.". The AGREEMENT will now be in the name of CDM SMITH INC. rather than CAMP DRESSER & McKEE, INC.; and CDM SMITH INC., hereinafter called "CONSULTANT", agrees to assume all responsibilities or obligations of CAMP DRESSER & McKEE, INC. under the AGREEMENT; 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

DISTRICT and CONSULTANT mutually agree that CONSULTANT'S total amount of compensation for the additional services to be paid under said AGREEMENT shall be increased from two hundred fifty thousand dollars (\$250,000) to two hundred seventy three thousand one hundred thirteen dollars and thirty six cents (\$273,113.36) for fiscal year 2011-2012 and to three hundred fifty thousand dollars (\$350,000) in any fiscal year with a cap of nine hundred seventy three thousand one

1 hundred thirteen dollars and thirty six cents (\$973,113.36) for the entire term of this
2 AGREEMENT and any amendments thereafter.

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

5 1. Section 4 is amended to read:

6 4. TERM

7 The term of this Agreement shall become effective on the
8 date the Agreement is executed by DISTRICT'S Board of
9 Supervisors, and shall remain in effect through the required
10 date for completion of an assigned Task Order, provided that
11 such Task Order was approved prior to June 30, 2014 and
12 completed by June 30, 2015.

14 2. Section 5 is amended to read:

15 5. COMPENSATION

16 CONSULTANT shall receive compensation for all services
17 satisfactorily performed under this Agreement in accordance
18 with the terms of the approved Task Order(s). The total
19 amount to be paid to CONSULTANT for the performance of
20 all Task Orders approved pursuant to this Agreement shall
21 not exceed two hundred seventy three thousand one hundred
22 thirteen dollars and thirty six cents (\$273,113.36) for fiscal
23 year 2011/2012, three hundred fifty thousand dollars
24 (\$350,000) in any fiscal year thereafter and shall not exceed
25 the sum of nine hundred seventy three thousand one hundred
26
27
28

thirteen dollars and thirty six cents (\$973,113.36) for the
entire term of this Agreement and any amendments thereafter.

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 Amendment 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)

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10/23/12
AMR:blj

CDM SMITH, INC.



Signature of Responsible Officer

Robert L. Matthews

Printed Name

Senior Vice President

Title

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