

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

509B



160251

**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**  
May 20, 2014

**SUBJECT:** Approve Amendments No. 2 to Multi-Year Consulting Services Agreements for On-call National Pollutant Discharge Elimination System (NPDES) Support Services; 4 years; [\$3,150,000 Total]; District Funds 100%

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

1. Approve nine (9) Amendments No. 2 to Multi-Year Consulting Services Agreements between the District and the following on-call NPDES support and ancillary professional services providers: AEI-CASC Engineering, Inc., AMEC Environment & Infrastructure, Inc., Brown and Caldwell, HDR Engineering, Inc., RBF Consulting, Tetra Tech, Inc., URS Corporation, Weston Solutions, Inc. and CDM Smith, Inc.; and
2. Authorize the Chairman to execute Amendments on behalf of the District.

**BACKGROUND:**

**Summary**

Continued on page 2

WARREN D. WILLIAMS  
General Manager-Chief Engineer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 3,150,000	\$ 3,150,000	\$ 3,150,000	\$	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$ 3,150,000	\$ 3,150,000	\$ 3,150,000	\$	

**SOURCE OF FUNDS:** Continued on page 3

**Budget Adjustment:** No  
For Fiscal Year: 14/15, 15/16

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

APPROVE

BY:   
Steven C. Horn

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

FORM APPROVED BY COUNTY COUNSEL  
 BY: NEAL R. KIPNIS DATE  
 FISCAL PROCEDURES APPROVED  
 JEANINE J. REY, FINANCE DIRECTOR  
 BY: JEANINE J. REY 4/30/2014  
 JEANINE J. REY, Fiscal Concurrence

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.:

District: All

Agenda Number:

11-2

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

160251

**FORM 11:** Approve Amendments No. 2 to Multi-Year Consulting Services Agreements for On-call National Pollutant Discharge Elimination System (NPDES) Support Services; 4 years; All; [\$3,150,000 Total]; District Funds 100%

**DATE:** May 20, 2014

**PAGE:** Page 2 of 5

**BACKGROUND:**

**Summary (continued)**

On August 16, 2011 (Item No. 11.14), the Board of Supervisors approved:

- i) A Tier 1 pre-qualified on-call NPDES support and ancillary professional services providers list with a limit of not to exceed \$100,000 per year;
- ii) A Tier 2 pre-qualified on-call NPDES support and ancillary professional services providers list with a limit of \$750,000 over three years and a further cap of \$250,000 per year for each firm; and
- iii) Nine (9) multi-year Consulting Services Agreements with the following Tier 2 on-call NPDES support and ancillary professional services providers: AEI-CASC Engineering, Inc., AMEC Environment & Infrastructure, Inc., Brown and Caldwell, HDR Engineering, Inc., RBF Consulting, Tetra Tech, Inc., URS Corporation, Weston Solutions, Inc. and CDM Smith, Inc.

The Tier 1 and 2 lists are valid for three (3) years.

On November 20, 2012 (Item No. 11.4), the Board of Supervisors approved:

- i) A revised Tier 1 pre-qualified on-call NPDES professional services providers list to eliminate consulting firms that are also listed on the Tier 2 list;
- ii) A revised Tier 2 list to increase the limits from \$750,000 to \$950,000 over three years and a further cap of \$250,000 for FY 2011-12 and \$350,000 for any fiscal year thereafter; and
- iii) Eight (8) Amendments No. 1 to multi-year Consulting Services Agreements with the following Tier 2 on-call NPDES support and ancillary professional services providers: AEI-CASC Engineering, Inc., AMEC Environment & Infrastructure, Inc., Brown and Caldwell, HDR Engineering, Inc., RBF Consulting, Tetra Tech, Inc., URS Corporation and Weston Solutions, Inc.

On November 20, 2012 (Item No. 11.5), the Board of Supervisors also ratified and approved an Amendment No. 1 to multi-year Consulting Services Agreement between the District and CDM Smith, Inc.

Over the past few years, the Board has approved several pre-qualified on-call lists to support the District's ongoing programs such as Capital Improvements, Construction Management, Operation and Maintenance, NPDES Compliance, Floodplain Management, and Environmental and Regulatory Compliance. Many of the firms which the District relies upon to furnish critically important engineering/ consulting/environmental services are deemed pre-qualified under one or more lists and, consequently, one or more separate contracts between the District and certain firms. This has created unnecessary administrative and contracting complexities for both the District and the subject firms and resulted in delays in initiating time sensitive projects and in processing payments.

To remedy the above-described situation, beginning in FY 2015-16 the District is proposing to solicit a comprehensive request for multi-disciplinary qualifications (RFMQ) with the intent to establish a pre-qualified on-call list that would include both multi-disciplinary professional services providers and specialty services providers for future Board approval. The primary purpose of the multi-disciplinary on-call list is to expedite access to supplemental engineering services and specialized technical expertise necessary to support the District's various ongoing programs while minimizing the administrative burdens associated with managing multiple contracts with various individual firms.

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

160251

**FORM 11:** Approve Amendments No. 2 to Multi-Year Consulting Services Agreements for On-call National Pollutant Discharge Elimination System (NPDES) Support Services; 4 years; All; [\$3,150,000 Total]; District Funds 100%

**DATE:** May 20, 2014

**PAGE:** Page 3 of 5

To allow the District adequate time to complete the RFMQ process without compromising its ability to meet NPDES regulatory requirements and implement time sensitive NPDES programs, District staff is recommending that the Board approve the nine (9) Amendments No. 2 to Multi-Year Consulting Services Agreements to: i) extend the time for performance for an additional year; and ii) increase each contract amount by three hundred fifty thousand dollars (\$350,000).

Under the Recommended Motion, the District will have the ability, but not an obligation, to utilize the services of AEI-CASC Engineering, Inc., AMEC Environment & Infrastructure, Inc., Brown and Caldwell, HDR Engineering, Inc., RBF Consulting, Tetra Tech, Inc., URS Corporation, Weston Solutions, Inc. and CDM Smith, Inc. for NPDES support and ancillary professional services on an as-needed basis during fiscal year 2014-15.

County Counsel has approved these Amendments as to legal form.

**Impact on Residents and Businesses**

The regulatory requirements imposed on residents, businesses and local government by the United States Environmental Protection Agency and State of California through the NPDES stormwater program continue to escalate. While achieving compliance with these regulatory requirements is costly, the cost of non-compliance is even more expensive, including administrative civil penalties of up to \$37,500 per day per violation.

These multi-year consulting services agreements will allow the District to continue its ongoing development and implementation of NPDES stormwater regulatory compliance programs for the District, County of Riverside, Coachella Valley Water District (CVWD), and the following Cities: Banning, Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs, Rancho Mirage, Wildomar, Murrieta, Temecula, Beaumont, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Norco, Perris, Riverside and San Jacinto (Cities).

Costs incurred under these agreements will be funded by i) ad-valorem property tax revenue, ii) the existing Benefit Assessments for the Santa Ana, Santa Margarita, and Whitewater watersheds, and iii) contributions from CVWD, the County of Riverside and any Cities, as appropriate.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

Sufficient funding is available in the District's budget for FY 2013-14. Sufficient amounts will be included in the proposed budget for FY 2014-15 and, if necessary and appropriate, into FY 2015-16.

**SOURCE OF FUNDS: (continued)**

25180 947540 525440 NPDES Whitewater Assessment  
25190 947560 525440 NPDES Santa Ana Assessment  
25200 947580 525440 NPDES Santa Margarita Assessment  
25110 947400 525440 Zone 1 Professional Services  
25120 947420 525440 Zone 2 Professional Services  
25130 947440 525440 Zone 3 Professional Services  
25140 947460 525440 Zone 4 Professional Services  
25150 947480 525440 Zone 5 Professional Services  
25160 947500 525440 Zone 6 Professional Services  
25170 947520 525440 Zone 7 Professional Services

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

160251

**FORM 11:** Approve Amendments No. 2 to Multi-Year Consulting Services Agreements for On-call National Pollutant Discharge Elimination System (NPDES) Support Services; 4 years; All; [\$3,150,000 Total]; District Funds 100%

**DATE:** May 20, 2014

**PAGE:** Page 4 of 5

**Contract History and Price Reasonableness**

The original contract amount for each agreement and the cost of this Amendment No. 2 and prior Amendment No. 1 are summarized below:

1. Multi-year Consulting Services Agreement w/AEI-CASC Engineering, Inc.  
Original budget: \$ 750,000 (Not-to-exceed \$250,000 for FY 2011/12 through FY 2013/14)  
Amendment No. 1: \$ 200,000 (An increase of \$100,000 for FY 2012/13 and FY 2013/14 with a cap of not-to-exceed \$350,000 for FY 2012/13 through FY 2013/14)  
Amendment No. 2: \$ 350,000 (Not-to-exceed \$350,000 for FY 2014/15)  
Subtotal: \$1,300,000
2. Multi-year Consulting Services Agreement w/AMEC Environment & Infrastructure, Inc.  
Original budget: \$ 750,000 (Not-to-exceed \$250,000 for FY 2011/12 through FY 2013/14)  
Amendment No. 1: \$ 200,000 (An increase of \$100,000 for FY 2012/13 and FY 2013/14 with a cap of not-to-exceed \$350,000 for FY 2012/13 through FY 2013/14)  
Amendment No. 2: \$ 350,000 (Not-to-exceed \$350,000 for FY 2014/15)  
Subtotal: \$1,300,000
3. Multi-year Consulting Services Agreement w/Brown and Caldwell  
Original budget: \$ 750,000 (Not-to-exceed \$250,000 for FY 2011/12 through FY 2013/14)  
Amendment No. 1: \$ 200,000 (An increase of \$100,000 for FY 2012/13 and FY 2013/14 with a cap of not-to-exceed \$350,000 for FY 2012/13 through FY 2013/14)  
Amendment No. 2: \$ 350,000 (Not-to-exceed \$350,000 for FY 2014/15)  
Subtotal: \$1,300,000
4. Multi-year Consulting Services Agreement w/HDR Engineering, Inc.  
Original budget: \$ 750,000 (Not-to-exceed \$250,000 for FY 2011/12 through FY 2013/14)  
Amendment No. 1: \$ 200,000 (An increase of \$100,000 for FY 2012/13 and FY 2013/14 with a cap of not-to-exceed \$350,000 for FY 2012/13 through FY 2013/14)  
Amendment No. 2: \$ 350,000 (Not-to-exceed \$350,000 for FY 2014/15)  
Subtotal: \$1,300,000
5. Multi-year Consulting Services Agreement w/RBF Consulting  
Original budget: \$ 750,000 (Not-to-exceed \$250,000 for FY 2011/12 through FY 2013/14)  
Amendment No. 1: \$ 200,000 (An increase of \$100,000 for FY 2012/13 and FY 2013/14 with a cap of not-to-exceed \$350,000 for FY 2012/13 through FY 2013/14)  
Amendment No. 2: \$ 350,000 (Not-to-exceed \$350,000 for FY 2014/15)  
Subtotal: \$1,300,000
6. Multi-year Consulting Services Agreement w/Tetra Tech, Inc.  
Original budget: \$ 750,000 (Not-to-exceed \$250,000 for FY 2011/12 through FY 2013/14)  
Amendment No. 1: \$ 200,000 (An increase of \$100,000 for FY 2012/13 and FY 2013/14 with a cap of not-to-exceed \$350,000 for FY 2012/13 through FY 2013/14)  
Amendment No. 2: \$ 350,000 (Not-to-exceed \$350,000 for FY 2014/15)  
Subtotal: \$1,300,000

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

160251

**FORM 11:** Approve Amendments No. 2 to Multi-Year Consulting Services Agreements for On-call National Pollutant Discharge Elimination System (NPDES) Support Services; 4 years; All; [\$3,150,000 Total]; District Funds 100%

**DATE:** May 20, 2014

**PAGE:** Page 5 of 5

7. Multi-year Consulting Services Agreement w/URS Corporation  
Original budget: \$ 750,000 (Not-to-exceed \$250,000 for FY 2011/12 through FY 2013/14)  
Amendment No. 1: \$ 200,000 (An increase of \$100,000 for FY 2012/13 and FY 2013/14 with a cap of not-to-exceed \$350,000 for FY 2012/13 through FY 2013/14)  
Amendment No. 2: \$ 350,000 (Not-to-exceed \$350,000 for FY 2014/15)  
Subtotal: \$1,300,000
8. Multi-year Consulting Services Agreement w/Weston Solutions, Inc.  
Original budget: \$ 750,000 (Not-to-exceed \$250,000 for FY 2011/12 through FY 2013/14)  
Amendment No. 1: \$ 200,000 (An increase of \$100,000 for FY 2012/13 and FY 2013/14 with a cap of not-to-exceed \$350,000 for FY 2012/13 through FY 2013/14)  
Amendment No. 2: \$ 350,000 (Not-to-exceed \$350,000 for FY 2014/15)  
Subtotal: \$1,300,000
9. Multi-year Consulting Services Agreement w/CDM Smith, Inc.  
Original budget: \$ 750,000 (Not-to-exceed \$250,000 for FY 2011/12 through FY 2013/14)  
Amendment No. 1: \$273,113.36 (An increase of \$73,113.36 for FY 2011/12 and \$100,000 for FY 2012/13 and FY 2013/14 with a cap of not-to-exceed \$350,000 for FY 2012/13 through FY 2013/14)  
Amendment No. 2: \$ 350,000 (Not-to-exceed \$350,000 for FY 2014/15)  
Subtotal: \$1,373,113.36
- Total costs: \$11,773,113.36

TT:bjj

AMENDMENT NO. 2  
TO MULTI-YEAR CONSULTING SERVICES AGREEMENT FOR  
ON-CALL NATIONAL POLLUTANT DISCHARGE ELIMINATION  
SYSTEM SUPPORT SERVICES

The Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", and AEI-CASC Engineering, Inc., hereinafter called "CONSULTANT", previously entered into that certain Agreement, hereinafter called "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

On November 20, 2012, DISTRICT and CONSULTANT entered into Amendment No. 1 to increase the total amount of compensation paid under said AGREEMENT from seven hundred fifty thousand dollars (\$750,000) to nine hundred fifty thousand dollars (\$950,000); and

DISTRICT desires CONSULTANT to provide additional services specified in AGREEMENT for one additional year and CONSULTANT is willing to perform such work as requested by DISTRICT; and

DISTRICT desires to extend the term of AGREEMENT to June 30, 2015 and to increase the compensation under said AGREEMENT by three hundred fifty thousand dollars (\$350,000).

NOW, THEREFORE, DISTRICT and CONSULTANT mutually agree to amend AGREEMENT as follows, effective upon approval of this Amendment No. 2 by DISTRICT'S Board of Supervisors:

1. Section 4 is amended to read:

4. TERM

"The term of this AGREEMENT became effective on the date the AGREEMENT was executed by DISTRICT'S Board of Supervisors, and shall remain in effect through the required date for completion of an assigned Task Order, provided that such Task Order was approved prior to June 30, 2015 and completed by June 30, 2016."

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 one million three hundred thousand dollars (\$1,300,000) 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 Amendment 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

ATTEST:  
KECIA HARPER-IHEM  
Clerk of the Board

By:   
NEAL KIPNIS  
Deputy County Counsel

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

(SEAL)

Amendment No. 2 to  
Multi-Year Consulting Services Agreement  
w/ AEI-CASC for NPDES  
3/25/14  
TT:bad



**AEI-CASC ENGINEERING, INC.**

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By: \_\_\_\_\_  
RICHARD J. SIDOR  
President

Amendment No. 2 to  
Multi-Year Consulting Services Agreement  
w/AEI-CASC for NPDES  
3/25/14  
TT:bad

AMENDMENT NO. 2  
TO MULTI-YEAR CONSULTING SERVICES AGREEMENT FOR  
ON-CALL NATIONAL POLLUTANT DISCHARGE ELIMINATION  
SYSTEM SUPPORT SERVICES

The Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", and AMEC Environment & Infrastructure, Inc. (formerly AMEC E&I, Inc.), hereinafter called "CONSULTANT", previously entered into that certain Agreement, hereinafter called "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

On November 20, 2012, DISTRICT and CONSULTANT entered into Amendment No. 1 to increase the total amount of compensation paid under said AGREEMENT from seven hundred fifty thousand dollars (\$750,000) to nine hundred fifty thousand dollars (\$950,000); and

DISTRICT desires CONSULTANT to provide additional services specified in AGREEMENT for one additional year and CONSULTANT is willing to perform such work as requested by DISTRICT; and

DISTRICT desires to extend the term of AGREEMENT to June 30, 2015 and to increase the compensation under said AGREEMENT by three hundred fifty thousand dollars (\$350,000).

NOW, THEREFORE, DISTRICT and CONSULTANT mutually agree to amend AGREEMENT as follows, effective upon approval of this Amendment No. 2 by DISTRICT'S Board of Supervisors:

- 1. Section 4 is amended to read:

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4. TERM

"The term of this AGREEMENT became effective on the date the AGREEMENT was executed by DISTRICT'S Board of Supervisors, and shall remain in effect through the required date for completion of an assigned Task Order, provided that such Task Order was approved prior to June 30, 2015 and completed by June 30, 2016."

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 one million three hundred thousand dollars (\$1,300,000) 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 Amendment 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

ATTEST:  
KECIA HARPER-IHEM  
Clerk of the Board

By:   
NEAL KIPNIS  
Deputy County Counsel

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

(SEAL)

Amendment No. 2 to  
Multi-Year Consulting Services Agreement  
w/ AMEC for NPDES  
3/25/14  
TT:bad

AMEC ENVIRONMENT & INFRASTRUCTURE, INC.

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By:   
PETER J. CAMPBELL  
Vice President

Amendment No. 2 to  
Multi-Year Consulting Services Agreement  
w/ AMEC for NPDES  
3/25/14  
TT:bad

AMENDMENT NO. 2  
TO MULTI-YEAR CONSULTING SERVICES AGREEMENT FOR  
ON-CALL NATIONAL POLLUTANT DISCHARGE ELIMINATION  
SYSTEM SUPPORT SERVICES

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The Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", and CDM Smith, Inc., hereinafter called "CONSULTANT", previously entered into that certain Agreement, hereinafter called "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

On November 20, 2012, DISTRICT and CONSULTANT entered into Amendment No. 1 to increase the total amount of compensation paid under said AGREEMENT from seven hundred fifty thousand dollars (\$750,000) to nine hundred seventy-three thousand one hundred thirteen dollars and thirty-six cents (\$973,113.36); and

DISTRICT desires CONSULTANT to provide additional services specified in AGREEMENT for one additional year and CONSULTANT is willing to perform such work as requested by DISTRICT; and

DISTRICT desires to extend the term of AGREEMENT to June 30, 2015 and to increase the compensation under said AGREEMENT by three hundred fifty thousand dollars (\$350,000).

NOW, THEREFORE, DISTRICT and CONSULTANT mutually agree to amend AGREEMENT as follows, effective upon approval of this Amendment No. 2 by DISTRICT'S Board of Supervisors:

1. Section 4 is amended to read:

4. TERM

"The term of this AGREEMENT became effective on the date the AGREEMENT was executed by DISTRICT'S Board of Supervisors, and shall remain in effect through the required date for completion of an assigned Task Order, provided that such Task Order was approved prior to June 30, 2015 and completed by June 30, 2016."

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 seventy-three thousand one hundred thirteen dollars and thirty-six cents (\$273,113.36) for Fiscal Year 2011-2012, three hundred fifty thousand dollars (\$350,000) in any fiscal year thereafter and shall not exceed the sum of one million three hundred twenty-three thousand one hundred thirteen dollars and thirty-six cents (\$1,323,113.36) 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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(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. 2 to  
Multi-Year Consulting Services Agreement  
w/ CDM for NPDES  
3/25/14  
TT:bad

**CDM SMITH, INC.**

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By:  \_\_\_\_\_  
DAVID JENSEN  
Vice President

Amendment No. 2 to  
Multi-Year Consulting Services Agreement  
w/ CDM for NPDES  
3/25/14  
TT:bad

AMENDMENT NO. 2  
TO MULTI-YEAR CONSULTING SERVICES AGREEMENT FOR  
ON-CALL NATIONAL POLLUTANT DISCHARGE ELIMINATION  
SYSTEM SUPPORT SERVICES

The Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", and HDR Engineering, Inc., hereinafter called "CONSULTANT", previously entered into that certain Agreement, hereinafter called "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

On November 20, 2012, DISTRICT and CONSULTANT entered into Amendment No. 1 to increase the total amount of compensation paid under said AGREEMENT from seven hundred fifty thousand dollars (\$750,000) to nine hundred fifty thousand dollars (\$950,000); and

DISTRICT desires CONSULTANT to provide additional services specified in AGREEMENT for one additional year and CONSULTANT is willing to perform such work as requested by DISTRICT; and

DISTRICT desires to extend the term of AGREEMENT to June 30, 2015 and to increase the compensation under said AGREEMENT by three hundred fifty thousand dollars (\$350,000).

NOW, THEREFORE, DISTRICT and CONSULTANT mutually agree to amend AGREEMENT as follows, effective upon approval of this Amendment No. 2 by DISTRICT'S Board of Supervisors:

1. Section 4 is amended to read:

4. TERM

"The term of this AGREEMENT became effective on the date the AGREEMENT was executed by DISTRICT'S Board of Supervisors, and shall remain in effect through the required date for completion of an assigned Task Order, provided that such Task Order was approved prior to June 30, 2015 and completed by June 30, 2016."

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 one million three hundred thousand dollars (\$1,300,000) 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 Amendment 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

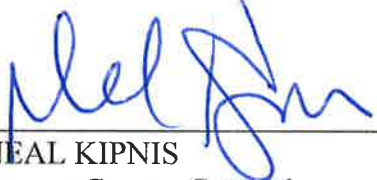
By: \_\_\_\_\_  
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By:   
NEAL KIPNIS  
Deputy County Counsel

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

(SEAL)

Amendment No. 2 to  
Multi-Year Consulting Services Agreement  
w/ HDR for NPDES  
3/25/14  
TT:bad

**HDR ENGINEERING, INC.**

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By: 

DAVID A. LUDWIN  
Senior Vice President

Amendment No. 2 to  
Multi-Year Consulting Services Agreement  
w/ HDR for NPDES  
3/25/14  
TT:bad

AMENDMENT NO. 2  
TO MULTI-YEAR CONSULTING SERVICES AGREEMENT FOR  
ON-CALL NATIONAL POLLUTANT DISCHARGE ELIMINATION  
SYSTEM SUPPORT SERVICES

The Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", and Brown and Caldwell, hereinafter called "CONSULTANT", previously entered into that certain Agreement, hereinafter called "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

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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:

ATTEST:

PAMELA J. WALLS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By:   
NEAL KIPNIS  
Deputy County Counsel

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

(SEAL)

Amendment No. 2 to  
Multi-Year Consulting Services Agreement  
w/ Brown & Caldwell for NPDES  
3/25/14  
TT:bad

**BROWN AND CALDWELL**

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By:   
DAN BUNCE  
Vice President

Amendment No. 2 to  
Multi-Year Consulting Services Agreement  
w/ Brown & Caldwell for NPDES  
3/25/14  
TT:bad

AMENDMENT NO. 2  
TO MULTI-YEAR CONSULTING SERVICES AGREEMENT FOR  
ON-CALL NATIONAL POLLUTANT DISCHARGE ELIMINATION  
SYSTEM SUPPORT SERVICES

The Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", and RBF Consulting, hereinafter called "CONSULTANT", previously entered into that certain Agreement, hereinafter called "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

On November 20, 2012, DISTRICT and CONSULTANT entered into Amendment No. 1 to increase the total amount of compensation paid under said AGREEMENT from seven hundred fifty thousand dollars (\$750,000) to nine hundred fifty thousand dollars (\$950,000); and

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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:

ATTEST:

PAMELA J. WALLS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By:   
NEAL KIPNIS  
Deputy County Counsel

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

(SEAL)

Amendment No. 2 to  
Multi-Year Consulting Services Agreement  
w/ RBF for NPDES  
3/25/14  
TT:bad

**RBF CONSULTING**

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By:   
S. ROBERT KALLENBAUGH  
Chief Executive Officer

Amendment No. 2 to  
Multi-Year Consulting Services Agreement  
w/ RBF for NPDES  
3/25/14  
TT:bad

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AMENDMENT NO. 2  
TO MULTI-YEAR CONSULTING SERVICES AGREEMENT FOR  
ON-CALL NATIONAL POLLUTANT DISCHARGE ELIMINATION  
SYSTEM SUPPORT SERVICES

The Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", and Tetra Tech, Inc., hereinafter called "CONSULTANT", previously entered into that certain Agreement, hereinafter called "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

On November 20, 2012, DISTRICT and CONSULTANT entered into Amendment No. 1 to increase the total amount of compensation paid under said AGREEMENT from seven hundred fifty thousand dollars (\$750,000) to nine hundred fifty thousand dollars (\$950,000); and

DISTRICT desires CONSULTANT to provide additional services specified in AGREEMENT for one additional year and CONSULTANT is willing to perform such work as requested by DISTRICT; and

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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

ATTEST:

KECIA HARPER-IHEM  
Clerk of the Board

By: 

NEAL KIPNIS  
Deputy County Counsel

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

Deputy

(SEAL)

Amendment No. 2 to  
Multi-Year Consulting Services Agreement  
w/ Tetra Tech for NPDES  
3/25/14  
TT:bad

**TETRA TECH, INC.**

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By:  \_\_\_\_\_  
JOHN CRAIG  
Vice President

Amendment No. 2 to  
Multi-Year Consulting Services Agreement  
w/ Tetra Tech for NPDES  
3/25/14  
TT:bad

AMENDMENT NO. 2  
TO MULTI-YEAR CONSULTING SERVICES AGREEMENT FOR  
ON-CALL NATIONAL POLLUTANT DISCHARGE ELIMINATION  
SYSTEM SUPPORT SERVICES

The Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", and URS Corporation, hereinafter called "CONSULTANT", previously entered into that certain Agreement, hereinafter called "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

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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

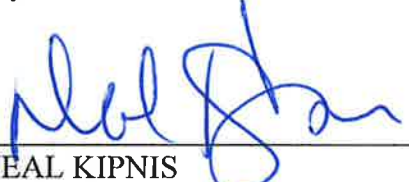
By: \_\_\_\_\_  
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By:   
NEAL KIPNIS  
Deputy County Counsel

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

(SEAL)

Amendment No. 2 to  
Multi-Year Consulting Services Agreement  
w/ URS for NPDES  
3/25/14  
TT:bad

1 **URS CORPORATION**

2  
3 By: \_\_\_\_\_  
4 **TARIQ HUSSAIN**  
5 **Vice President**

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24 **Amendment No. 2 to**  
25 **Multi-Year Consulting Services Agreement**  
26 **w/ URS for NPDES**  
27 **3/25/14**  
28 **TT:bad**

AMENDMENT NO. 2  
TO MULTI-YEAR CONSULTING SERVICES AGREEMENT FOR  
ON-CALL NATIONAL POLLUTANT DISCHARGE ELIMINATION  
SYSTEM SUPPORT SERVICES

The Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", and Weston Solutions, Inc., hereinafter called "CONSULTANT", previously entered into that certain Agreement, hereinafter called "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

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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:

ATTEST:

PAMELA J. WALLS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By:   
NEAL KIPNIS  
Deputy County Counsel


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

(SEAL)

Amendment No. 2 to  
Multi-Year Consulting Services Agreement  
w/ Weston for NPDES  
3/25/14  
TT:bad

**WESTON SOLUTIONS, INC.**

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By:   
ANDREA CRUMPACKER  
Southern California Regional Manager

Amendment No. 2 to  
Multi-Year Consulting Services Agreement  
w/ Weston for NPDES  
3/25/14  
TT:bad