

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



913 B

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
September 11, 2012

SUBJECT: Santa Ana River Below Prado Santa Ana River Interceptor (SARI) Line Protection Project
Project No. 2-0-00105
Amendment No. 1 to Consulting Services Agreement
District 1/District 2
District 1/District 2

RECOMMENDED MOTION:

- 1) Approve the Sole Source, Multi-Year Amendment No. 1 (Amendment) between the District and Albert A. Webb Associates (Consultant);
- 2) Authorize the Chairman to execute the Amendment on behalf of the District; and
- 3) Authorize the District's General Manager-Chief Engineer to renew the Amendment for Fiscal Year 2013-2014.

BACKGROUND:

Continued on page 2

KEC:

Steve Thomas
FOR **WARREN D. WILLIAMS**
General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. District Cost:	\$100,000	In Current Year Budget:	YES
	Current F.Y. County Cost:	N/A	Budget Adjustment:	NO
	Net District Cost:	\$100,000	For Fiscal Year:	12-13,13-14

SOURCE OF FUNDS:

524820 25120 947420 – Zone 2 Construction/Maintenance/Misc. 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

- Policy
- Policy
- Consent
- Consent

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

On motion of Supervisor Tavaglione, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Benoit and Ashley
Nays: None
Absent: Stone
Date: September 11, 2012
xc: Flood

Kecia Harper-Ihem
Clerk of the Board
By: *[Signature]*
Deputy

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

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

Prev. Agn. Ref.: Item 11.3 of 10/5/10
District: 1st/2nd
District 1st/
District 2nd

Agenda Number:

11.3

FISCAL PROCEDURES APPROVED
JEANINE J. REY, FINANCE DIRECTOR
BY: *[Signature]* 9/29/2012
JEANINE J. REY

FORM APPROVED COUNTY COMMISSIONER
BY: *[Signature]* DATE: *[Signature]*
NEAL R. KIPNIS

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

SUBJECT: Santa Ana River Below Prado Santa Ana River Interceptor (SARI)
Line Protection Project
Project No. 2-0-00105
Amendment No. 1 to Consulting Services Agreement
District 1/District 2
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SUBMITTAL DATE: September 11, 2012

Page 2

BACKGROUND:

The Santa Ana Watershed Project Authority (SAWPA) owns and operates the SARI Line in Riverside County. Albert A. Webb Associates, consultant for SAWPA, has provided technical/environmental regulatory services in support of the design, operation and maintenance of the SARI Line since 2000, and has been instrumental in developing the alternative analysis for the SARI Line protection project. Albert A. Webb Associates (Consultant) is uniquely qualified to provide these consulting services in light of their extensive institutional knowledge of the SARI Line protection project. The Consultant was selected on a sole source basis to provide continuity and to help expedite the approval process by SAWPA.

The Board approved a sole source consulting services Agreement with Consultant on October 5, 2010. The original agreement provided for a one year extension which was exercised on August 16, 2011

The Amendment sets forth the terms and conditions by which Consultant will continue to provide professional consulting services in support of the District's Santa Ana River Below Prado SARI Line Protection Project. The Amendment also provides for provision of optional tasks at the discretion of the District.

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

KEC:blj

AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT

SANTA ANA RIVER BELOW PRADO
SANTA ANA RIVER INTERCEPTOR LINE PROTECTION
PROJECT NO. 2-0-00105

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The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter referred to as DISTRICT, and ALBERT A. WEBB ASSOCIATES, hereinafter referred to as CONSULTANT, previously entered into that certain Agreement, hereinafter referred to as AGREEMENT, dated October 5, 2010 to perform professional and engineering services in support of DISTRICT'S Santa Ana River Interceptor (SARI) Line Protection project, hereinafter referred to as PROJECT; and

Whereas, the Time for Performance of AGREEMENT expired on June 30, 2012; and

Whereas, DISTRICT wishes to complete the planning and design of the SARI line protection works and CONSULTANT is willing to continue the performance of such services as provided herein;

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

Section 1 is amended to read:

PROJECT

CONSULTANT shall perform professional engineering and environmental services for DISTRICT'S Santa Ana River Below Prado Santa Ana River Interceptor Line Protection Project (Project No. 2-0-00105), hereinafter called "PROJECT", as further described in CONSULTANT'S "Scope of Work" attached hereto as Attachment "A" and made a part hereof.

1 Section 2, Paragraph 1 is amended to read:

2 2. SCOPE OF SERVICES

3 DISTRICT hereby retains CONSULTANT, as an independent contractor, to perform all
4 technical and professional services including but not limited to expertise, labor,
5 material, equipment, transportation, supervision, and other incidental services to fully
6 and adequately perform and complete in a skillful and professional manner those
7 engineering and environmental services set forth in Attachment "A", and
8 CONSULTANT agrees to perform said services within the time limits specified herein.
9

10 Section 3, Paragraph 2 is amended to read:

11 3. TIME FOR PERFORMANCE

12 CONSULTANT'S performance under this Agreement shall start on the date the
13 Agreement is executed by DISTRICT'S Board of Supervisors, and shall end on June 30,
14 2013. By mutual consent of DISTRICT and CONSULTANT, this Agreement may be
15 amended as necessary to extend the term of the agreement for an additional year.
16

17 Section 4A is amended to read:

18 SERVICES

19 A. Description of Services

20 Services to be performed by CONSULTANT shall consist of: (1) Research and Data
21 Collection, and preparation of Alternatives Study, Preliminary Design Report,
22 Operations and Maintenance Plans; (2) Environmental Services, including preparation
23 of California Environmental Quality Act (CEQA) documents and Western Riverside
24 County Multiple Species Habitat Conservation Plan (MSHCP) Compliance Analysis
25 pursuant to CEQA and MSHCP; as described in Attachment "A"; (3) Design Services,
26 including preparation of PROJECT plans, bid items, material quantities, engineer's cost
27
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1 estimate, and specifications necessary to accomplish construction of PROJECT
2 pursuant to a DISTRICT administered public works construction contract as described
3 in Attachment "A"; and (4) Optional Tasks as specifically requested by DISTRICT.

4 Section 4G is amended to read:

5 G. Project Rights of Way

6 CONSULTANT shall delineate on PROJECT plans, or a separately prepared map,
7 CONSULTANT'S recommended right of way and temporary construction easement
8 requirements.
9

10 Except as otherwise provided in Attachment "A" and Attachment "D", DISTRICT shall
11 prepare and file all property surveys and record maps, and accomplish all right of way
12 negotiations and acquisitions.

13 Section 6 is amended to read:

14 6. COMPENSATION AND PAYMENT

15 Notwithstanding any prior payment for services performed under AGREEMENT
16 CONSULTANT'S total compensation and payment for actual services provided under
17 this AMENDMENT NO. 1 shall not to exceed one hundred thousand dollars (\$100,000).
18

19 All billings shall be in accordance with CONSULTANT'S "Scope of Work", attached
20 hereto as Attachment "A", and "Fee Schedule", attached hereto as Attachment "B" and
21 made a part hereof. CONSULTANT shall invoice DISTRICT for "Deliverable Items" as
22 shown in Attachment "A" based on a lump sum "Invoice Amount" as shown in
23 Attachment "B" for each deliverable upon delivery or performance of said items.
24 DISTRICT shall withhold ten percent (10%) on each deliverable as shown in Attachment
25 "B". Payment for any DISTRICT requested Optional Tasks, in accordance with
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1 Attachment "D" attached hereto and made a part hereof, shall be as agreed to by
2 DISTRICT and CONSULTANT in writing prior to the performance of Optional Tasks.

3 Section 7, Paragraph 1 is amended to read:

4 7. SUBCONTRACTING

5 CONSULTANT may, at CONSULTANT'S own expense, employ special consultants to
6 accomplish the work covered by this Agreement; however, except as specifically
7 provided in Attachment "A" or as expressly identified in this Agreement, no portion of
8 the services pertinent to this Agreement shall be subcontracted without prior written
9 approval and authorization by DISTRICT.
10

11 Section 25, Paragraph 1 is amended to read:

12 25. EXTRA WORK

13 CONSULTANT shall not perform extra work beyond the scope of services described in
14 Attachment "A" or perform any Optional Tasks without the prior written approval of
15 DISTRICT. Failure to obtain such prior written approval may result in CONSULTANT
16 not receiving any additional payment for such extra work.
17

18 Section 29 is added to the Agreement as follows:

19 29. Except to the extent specifically added to, modified or amended herein, all of the terms,
20 covenants and conditions of said AGREEMENT dated September 28, 2010, shall
21 remain in full force and effect between the parties hereto.

22 Section 30 is added to the Agreement as follows:

23 30. DISCREPANCIES – In the event of any conflict between the terms of this Agreement
24 and Attachment "A", or Attachment "B" or Attachment "C", or Attachment "D" the
25 terms of this Agreement shall govern. In the event of any conflict between Attachment
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"A" and Attachment "B", Attachment "A" shall govern, then Attachment "C", then Attachment "D".

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Santa Ana River Below Prado
Santa Ana River Interceptor Line Protection
Amendment No. 1
8/12/12

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

SEP 11 2012

(to be filled in by Clerk of the Board)

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

RECOMMENDED FOR APPROVAL:

By Steve Thomas
WARREN D. WILLIAMS
General Manager-Chief Engineer

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

APPROVED AS TO FORM:

PAMELA J. WALLS
County Counsel
By [Signature]
NEAL KIPNIS
Deputy County Counsel

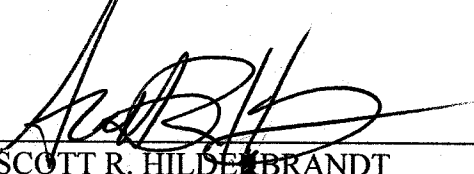
ATTEST:
KECIA HARPER-IHEM
Clerk of the Board
By [Signature]
Deputy

(SEAL)

Santa Ana River Below Prado
Santa Ana River Interceptor Line Protection
Amendment No. 1
8/12/12
KEC:blj

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ALBERT A. WEBB ASSOCIATES

By 
SCOTT R. HILDEBRANDT
Vice President

Santa Ana River Below Prado
Santa Ana River Interceptor Line Protection
Amendment No. 1
8/12/12
KEC:blj

ATTACHMENT "D"

Optional Task

Fee Schedule

Lump Sum w/ Retention	Item Cost	10% Retention	Invoice Amount
Task Group 9 - Optional Tasks			
Optional Tasks as Directed by the District	\$ 18,234.13	\$ 1,823.41	\$ 16,410.72
Subtotal	\$ 18,234.13	\$ 1,823.41	\$ 16,410.72