

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



216A

FROM: TLMA - Transportation Department

SUBMITTAL DATE:
January 14, 2015

SUBJECT: Amendment No. 1 to Agreements 13-11-008, 13-11-010, and 13-11-009 with RBF Consulting, AEI-CASC Consulting, and CValdo Corporation, respectively, for On-Call Water Quality Management Plan Review Services. All Districts; [\$1,350,000]; Deposit Based Fees 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached amendments to increase the contract budgets for the On-Call Water Quality Management Plan Review Services Agreements with RBF Consulting, AEI-CASC Consulting, and CValdo Corporations with the County of Riverside; and
2. Authorize the Chairman of the Board to execute the same.

BACKGROUND:

Summary

Continued Water Quality Management Plan (WQMP) review services are needed to provide access to expertise and additional personnel, enabling the Transportation Department to seamlessly and expediently serve the steady increase in new development activity.

Patricia Romo
Assistant Director of Transportation
for Juan C. Perez
Director of Transportation and Land Management

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 675,000	\$ 675,000	\$ 1,350,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: 100% Deposit Based Fees. No General Funds used.	Budget Adjustment: No
	For Fiscal Year: 14/15-15/16

C.E.O. RECOMMENDATION:

APPROVE

BY:
Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: March 10, 2015
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board

By:
Deputy

Prev. Agn. Ref.: 01/07/14, Item 3-44

District: All

Agenda Number:

3-41

FORM APPROVED COUNTY COUNSEL
BY:
DATE: 2/9/15
Gregory P. Priamos
Departmental Conference

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

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Amendment No. 1 to Agreements 13-11-008, 13-11-010, and 13-11-009 with RBF Consulting, AEI-CASC Consulting, and CValdo Corporation, respectively, for On-Call Water Quality Management Plan Review Services. All Districts; [\$1,350,000]; Deposit Based Fees 100%
DATE: January 14, 2015
PAGE: 2 of 2

BACKGROUND:

Summary (continued)

The continued specific services to be provided include, but are not limited to, plan check review of WQMP's and other WQMP and water quality protection assistance related to development activities. The Transportation Department is experiencing an increase in the number of WQMP's submitted for review due to increased development activity and as a result of shifting responsibilities for WQMP reviews from the Flood Control and Water Conservation District (District) to the Transportation Department.

On January 7, 2014, Agenda Item 3-44, the Board approved Engineering Services Agreements for Water Quality Management Plan Review Services with RBF Consulting, AEI-CASC Consulting, and CValdo Corporation with a budget of \$75,000 annually for each contract for three years. Amendment No. 1 increases the contract amount for each contract to \$225,000 per year for Fiscal Year 14/15 and Fiscal Year 15/16.

The Fiscal Year 14/15 \$75,000 budgets have nearly all been exhausted. The increased budget will allow for development WQMP reviews to continue without interruption.

Impact on Residents and Businesses

The Transportation Department will be positioned to seamlessly and efficiently continue to review WQMP's in an expedient manner and provide certainty for the processing of the steady increase of development project submittals.

SUPPLEMENTAL

Additional Fiscal Information

All associated continued contract costs will be funded using the deposit-based fees submitted by proponents of private developments. No General Funds will be used.

Contract History and Price Reasonableness

The Board of Supervisors approved the original agreements on January 7, 2014, Agenda Item 3-44. This is the first amendment to these agreements.

California law requires selection of engineering service consultants on the basis of demonstrated competence and professional qualifications. Local agencies may not use cost solely as a basis for selection. Contracts must be negotiated in order of the most qualified firms at prices determined to be fair and reasonable to the local agency. In addition, the County's Purchasing Department policies define authority and responsibility for procurement and authorization of services.

The contract and rates for services were developed by negotiations between the selected consultants and Transportation Department staff using the guidelines noted above. The three recommended consultant rates are consistent with the current District's On-call Plan Check consultants providing similar services. These rates have not changed with the respective amendments.

The Transportation Department apportions the work among the three firms based on a number of factors, such as work load, continuity, and special expertise and strength specific to the project under review.

1st AMENDMENT TO AGREEMENT**for On-Call Engineering Services****For Water Quality Management Plan Review Services****between County of Riverside and RBF Consulting**

THIS AMENDMENT (hereinafter the "1st Amendment") to an Agreement is made and entered into as of this 10th day of March, 2015, by and between the County of Riverside, a political subdivision of the State of California (hereinafter the "COUNTY"), and RBF Consulting (hereinafter "ENGINEER").

RECITALS

- A. COUNTY and ENGINEER entered in an Agreement entitled "On-Call Water Quality Management Plan Check Services between County of Riverside – Transportation Department and RBF Consulting" dated January 7, 2014, Agenda Item 3.44 (hereinafter the "Agreement"). The Agreement provides the terms and conditions, scope of work, schedule and budget for the performance of professional and technical services necessary to provide on-call services.
- B. Due to an increased amount of development activities, the amount of compensation is required to be increased to provide timely and efficient services in review of Water Quality Management Plans being submitted to the COUNTY.
- C. The parties therefore now desire to amend the compensation amount for Fiscal Years 2014/2015 and 2015/2016.

AGREEMENT

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

1. Article VI – COMPENSATION subsection B.1. is amended by deleting the sentence "The total amount of the contract is not to exceed \$75,000 per Fiscal Year and reimbursement is to be made at actual cost." And replacing with the following: "The total amount of the contract is not to exceed \$75,000 for Fiscal Year 2013/2014, and \$225,000 for each of Fiscal Year 2014/2015 and Fiscal Year 2015/2016."

2. In Appendix C · Article CV of the original Agreement, the article is deleted and replaced with the following: “The following cost proposal reflects the negotiated targeted contract amount. The cost proposal will serve as a guideline and reference document during the execution of the contract.

ENGINEER shall be compensated in accordance with the rates provided. The total amount of the contract is not to exceed \$75,000 for Fiscal Year 2013/2014, and \$225,000 for each of the Fiscal Years 2014/2015 and 2015/2016. Reimbursement is to be made at actual cost. Billing shall not exceed the rates provided in the attached Fee Proposal Worksheets (Exhibit C-1 attached hereto and incorporated herein). Services will be requested on an “as needed” basis for Fiscal Years 2013/2014, 2014/2015 and 2015/2016. ENGINEER will provide services for an amount not to exceed \$75,000 for Fiscal Year 2013/2014, and \$225,000 for each of Fiscal Year 2014/2015 and 2015/2016, with no minimum amount and invoicing only for services performed. The total amount is not to exceed \$525,000 for the three year term. This Agreement may be cancelled by COUNTY without cause with 30 days written notice and may be extended by no more than two one year extensions (Board authorization required).

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

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

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APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

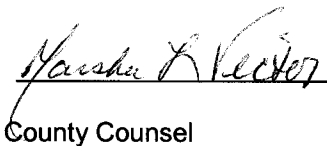
 Dated: 2-10-15

PATRICIA ROMO

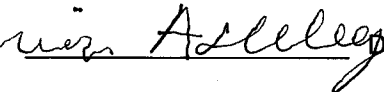
Assistant Director of Transportation

APPROVED AS TO FORM:

GREGORY P. PRIAMOS

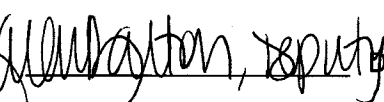
 Dated: 2/9/15
County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

 Dated: MAR 10 2015
PRINTED NAME MARION ASHLEY

Chairman, Riverside County Board of Supervisors

ATTEST:

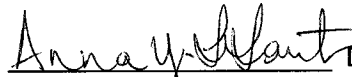
 Dated: MAR 10 2015
KECIA HARPER-IHEM

Clerk of the Board (SEAL)

ENGINEER Approvals

ENGINEER:

RBF Consulting

 Dated: 2/2/15
ANNA LANTINI
PRINTED NAME

VICE PRESIDENT
TITLE

ENGINEER:

_____ Dated: _____

PRINTED NAME

TITLE

EXHIBIT C-1
RBF CONSULTING
COST PROPOSAL SHEET – HOURLY BILLING RATE SCHEDULE

FOR P-WQMP AND I-WQMP REVIEWS

Billing Title	Staff Name	Hourly Rate	Percentage of Time Serving Contract
Project Manager/Expert Reviewer	Jeremy Hohnbaum, PE, CPESC, LEED AP, QSD/QSP	\$140	60%
Principal-In-Charge	Anna Lantin, PE, CPESC, CPSWQ	\$230	5%
Technical Advisor	Daniel Apt, CPESC, CPSWQ	\$190	20%
Expert Reviewer	Tanya Bilezikjian; PE, CPESC, CPSWQ	\$180	20%
Expert Reviewer	Laura Larsen, PE, CPESC, CPSWQ, QSD/QSP	\$170	20%
Expert Reviewer	Terrence Chen, PE, QSD/QSP	\$130	20%
Expert Reviewer	Remi Candaele, PE	\$120	40%
Expert Reviewer	Kevin Evarts, PE	\$120	40%
Expert Reviewer	Kevin Villarama, EIT	\$100	40%
Office Assistant	Debi Blake	\$70	5%

Task	Consultant's Fee	Unit
Research of Information	\$70 - \$100	\$/Hour
Transfer of WQMP from County to RBF	\$70 - \$100	\$/Hour
Review of WQMP	\$100 - \$180	\$/Hour
Teleconferences/Meetings	\$140	\$/Hour
Project Reporting	\$100- \$140	\$/Hour
Program Implementation Assistance	\$100 - \$190	\$/Hour

1st AMENDMENT TO AGREEMENT

for On-Call Engineering Services

For Water Quality Management Plan Review Services

between County of Riverside and AEI-CASC Consulting

THIS AMENDMENT (hereinafter the "1st Amendment") to an Agreement is made and entered into as of this 10th day of March, 2015, by and between the County of Riverside, a political subdivision of the State of California (hereinafter the "COUNTY"), and AEI-CASC Consulting (hereinafter "ENGINEER").

RECITALS

- A. COUNTY and ENGINEER entered in an Agreement entitled "On-Call Water Quality Management Plan Check Services between County of Riverside – Transportation Department and AEI-CASC Consulting" dated January 7, 2014, Agenda Item 3.44 (hereinafter the "Agreement"). The Agreement provides the terms and conditions, scope of work, schedule and budget for the performance of professional and technical services necessary to provide on-call services.
- B. Due to an increased amount of development activities, the amount of compensation is required to be increased to provide timely and efficient services in review of Water Quality Management Plans being submitted to the COUNTY.
- C. The parties therefore now desire to amend the compensation amount for Fiscal Years 2014/2015 and 2015/2016.

AGREEMENT

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- 1. Article VI – COMPENSATION subsection B.1. is amended by deleting the sentence "The total amount of the contract is not to exceed \$75,000 per Fiscal Year and reimbursement is to be made at actual cost." And replacing with the following: "The total amount of the contract is not to exceed \$75,000 for Fiscal Year 2013/2014, and \$225,000 for each of Fiscal Year 2014/2015 and Fiscal Year 2015/2016."

2. In Appendix C · Article CV of the original Agreement, the article is deleted and replaced with the following: “The following cost proposal reflects the negotiated targeted contract amount. The cost proposal will serve as a guideline and reference document during the execution of the contract.

ENGINEER shall be compensated in accordance with the rates provided. The total amount of the contract is not to exceed \$75,000 for Fiscal Year 2013/2014, and \$225,000 for each of the Fiscal Years 2014/2015 and 2015/2016. Reimbursement is to be made at actual cost. Billing shall not exceed the rates provided in the attached Fee Proposal Worksheets (Exhibit C-1 attached hereto and incorporated herein). Services will be requested on an “as needed” basis for Fiscal Years 2013/2014, 2014/2015 and 2015/2016. ENGINEER will provide services for an amount not to exceed \$75,000 for Fiscal Year 2013/2014, and \$225,000 for each of Fiscal Year 2014/2015 and 2015/2016, with no minimum amount and invoicing only for services performed. The total amount is not to exceed \$525,000 for the three year term. This Agreement may be cancelled by COUNTY without cause with 30 days written notice and may be extended by no more than two one year extensions (Board authorization required).

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COUNTY Approvals

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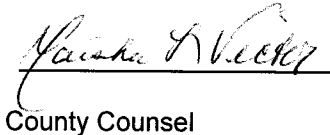
 Dated: 2-10-15

PATRICIA ROMO

Assistant Director of Transportation

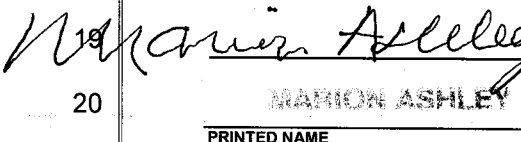
APPROVED AS TO FORM:

GREGORY P. PRIAMOS

 Dated: 2/9/15

County Counsel

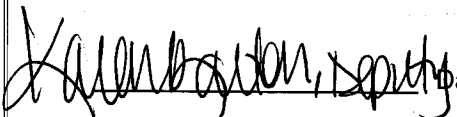
APPROVAL BY THE BOARD OF SUPERVISORS

 Dated: MAR 10 2015

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

 Dated: MAR 10 2015

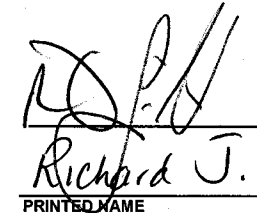
KECIA HARPER-IHEM

Clerk of the Board (SEAL)

ENGINEER Approvals

ENGINEER:

AEI-CASC Consulting

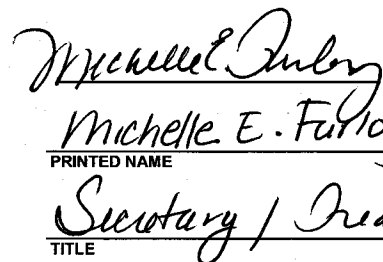
 Dated: 1/30/15

PRINTED NAME

Richard J. Sidor

TITLE

ENGINEER:

 Dated: 1/30/15

PRINTED NAME

Michelle E. Furlong

TITLE

**EXHIBIT C-1
COST PROPOSAL SHEET – HOURLY BILLING RATE SCHEDULE**

**P-WQMP and F-WQMP Reviews
AEI-CASC Consulting**

Billing Title	Staff Name	Hourly Rate	Percentage of Time Serving Contract*
Project Manager Technical Director	Jeff Endicott, PE, BCEE, CPESC, QSD/P	\$175	5-10%
Assistant Project Manager Lead WQMP Reviewer	Melanie Sotelo, CPSWQ, CPESC, QSD/P	\$125	10-25%
WQMP Reviewer	Mark Swanson, PE, CPESC, QSD/P	\$130	5-10%
WQMP Reviewer	Phuong Hunter, CPSWQ, QSD/P	\$125	20-30%
WQMP Reviewer	Chris Ogaz, EIT, CPESC, QSD/P	\$90	50-100%
WQMP Reviewer	Anthony Mistretta, EIT, CPESC-IT	\$90	25-50%
Office Assistant	Siti Sabari, CESSWI, QSP	\$75	10-15%

*Time serving contract are estimates and will be adjusted to match the WQMP Plan Check workload.

AEI-CASC Consulting
RATE SCHEDULE
County of Riverside, Transportation Department
Professional Consultant Services for Plan Check of P-WQMPs and F-WQMPs
July 1, 2013 to June 30, 2014

	\$/Hour		\$/Hour
Engineering		Environmental	
Engineer I	\$78	Environmental Analyst - Scientist I	\$78
Engineer II	\$98	Environmental Analyst - Scientist II	\$98
Engineer III	\$110	Environmental Analyst - Scientist III	\$110
Engineer IV	\$115	Environmental Analyst - Scientist IV	\$115
Engineer V	\$125	Environmental Analyst - Scientist V	\$125
Engineer VI	\$130	Environmental Analyst - Scientist VI	\$125
Engineer VII	\$135	Environmental Analyst - Scientist VII	\$130
Engineer VIII	\$145	Environmental Analyst - Scientist VIII	\$135
Engineer IX	\$150	Environmental Analyst - Scientist IX	\$145
Engineer X	\$175	Environmental Analyst - Scientist X	\$150
Survey and Mapping		Administration	
Survey Analyst	\$113	Project Coordinator/Clerical I	\$78
Survey Proj. Mgr. / Mapping Mgr. / Director of Field Ops	\$141	Project Coordinator/Clerical II	\$75
One Person Survey-GPS Crew	\$206	Project Coordinator/Clerical III	\$80
Two Person Survey-GPS Crew	\$237	Project Coordinator/Clerical IV	\$85
Three Person Survey-GPS Crew	\$263	Principal	\$190
Landscape Architecture		Litigation Support and Expert Witness	
Landscape Architect, Registered	\$125	Litigation support and expert witness services shall be at the hourly rates herein times a factor of 2.0	
Senior Landscape Architect - Registered	\$145		

Prevailing Wage

Projects and/or portions thereof designated by Client to be subject to Prevailing Wage shall be billed at the regular staff rate or the Prevailing Wage rate, whichever is higher. The Prevailing Wage rate shall be (2.25) X (Total Hourly Rate), where the Total Hourly Rate is from the Wage Rate Determination issued by California's Director of Industrial Relations for the locality and employee classification at the time the work is performed.

REIMBURSABLE EXPENSES

The following expenses will be billed at cost plus 15%, unless otherwise noted.

Outside Services: Includes fees paid to sub-consultants, consultants, analytical laboratories, and other providers of services required for execution of the project.

Permits, Applications, and Fees: Includes fees for Notices of Intent (NOI), Notices of Termination (NOT), application fees, substantial fees, permit fees, and other fees required as part of the project and not paid directly by Client.

Reproduction Services: Includes blueprinting, copying, printing and plotting. In-house plots will be billed at \$6.00 per sheet for each client set and for a final in-house review set. B&W - Color copies: \$0.08 / \$0.90 for 8.5X11 and \$0.20 / \$1.20 for 11X17

Rental Fees: Includes rental fees paid by the firm, including required vehicles, equipment, and tools required to complete the work.

Commercial Delivery Services: Including Express Mail, Federal Express, UPS and independent courier services

In-House Pick-Up and Delivery Services: When provided by the firm, these services will be billed at \$48.00 per hour plus \$0.66 per mile round trip with no additional markup.

Travel Expenses: Includes travel expenses incidental to performance of the work, including airfare, parking, tolls, taxi, lodging, and etc. And Survey Truck with Equipment, \$74/day. Vehicle miles go will be billed at a rate of \$0.66 per mile with no additional markup. Travel time for professional and administrative staff will be billed per the hourly fee rate schedule with no additional markup.

Per Diem: Per diem for meals for overnight stays will be billed at \$40 per day, per person.

Waiver of Subrogation: When a Waiver of Subrogation for Workmen's Compensation Insurance is required by Client, the Client will be required to pay the additional insurance premium. The approximate amount for the waiver is \$250.00 per year.

1st AMENDMENT TO AGREEMENT**for On-Call Engineering Services****For Water Quality Management Plan Review Services****between County of Riverside and CValdo Corporation**

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RECITALS

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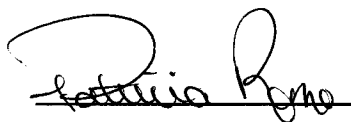
IN WITNESS HEREOF, the parties hereto have caused this Amendment to the Agreement to be duly executed this day and year first written above.

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APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

 Dated: 2-10-15

PATRICIA ROMO

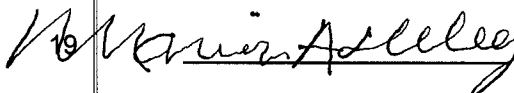
Assistant Director of Transportation

APPROVED AS TO FORM:

GREGORY P. PRIAMOS

 Dated: 2/9/15
County Counsel

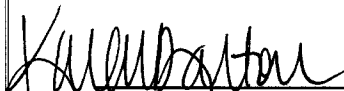
APPROVAL BY THE BOARD OF SUPERVISORS

 Dated: MAR 10 2015

MARION ASHLEY
PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

 Dated: MAR 10 2015

KECIA HARPER-IHEM

Clerk of the Board (SEAL)

ENGINEER Approvals

ENGINEER:

CValdo Corporation

 Dated: 1/30/15

Michael Cairns
PRINTED NAME

Principal / Treasurer
TITLE

ENGINEER:

_____ Dated: _____

PRINTED NAME

TITLE

EXHIBIT C-1
COST PROPOSAL SHEET – HOURLY BILLING RATE SCHEDULE
FOR
P-WQMP and F-WQMP Reviews

CValdo Corporation

Billing Title	Staff Name	Hourly Rate	Percentage of Time Serving Contract*
Project Manager	Mike Cairns, PE	\$155	25%
Senior Engineer	Ken Horsley, PE	\$144	35%
Senior Engineer	Lombardo Detrinidad, PE	\$144	35%
Project Engineer	Joel Valdovinos, PE**	\$128	20%
Project Engineer	Mariel Paras Cairns, PE**	\$128	20%
Project Engineer	Rick Paras, PE**	\$128	20%
Junior Engineer	Josh Bayona, EIT**	\$98	20%
Administrative	Antonia Foster	\$58	20%

* Percentages given are based upon availability. Actual percentages will vary based upon workload.

** Staff members are support staff intended to accommodate spikes in workload.

Task	Fee	Unit
Program Implementation Assistance	Per above hourly rate schedule	\$/hour