

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



**ITEM: 3.75
(ID # 24774)**

MEETING DATE:
Tuesday, June 25, 2024

FROM : TLMA-TRANSPORTATION

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION DEPARTMENT: Approval of Amendment No. 3 to the On-Call Services Agreement for Roadway/Highway Design with AECOM Technical Services, Inc., All Districts. [\$500,000 Total Amendment Cost - Local Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Amendment No. 3 to the On-Call Services Agreement for Roadway/Highway Design between the County of Riverside and AECOM Technical Services, Inc. to increase the annual budget for FY 23/24 by \$500,000, from \$250,000 to \$750,000, and extend the performance period by two (2) years from June 30, 2024 to June 30, 2026; and
2. Authorize the Chair of the Board to execute the same.

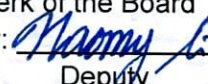
ACTION:Policy


Dennis Acuna, Director of Transportation 5/8/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: June 25, 2024
xc: Trans.

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 500,000	\$ 0	\$ 500,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Transportation Funds (100%). There are no General Funds used for this project.			Budget Adjustment: No	
			For Fiscal Year: 23/24 – 25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Transportation Department requires outside engineering and support services to deliver many of the road improvement projects identified and funded in the Transportation Improvement Program (TIP).

By Minute Order dated April 7, 2020 (Agenda Item 3-53), the Board of Supervisors authorized an On-Call Services Agreement with AECOM Technical Services, Inc. for Roadway/Highway Design Services. The Contract provided for a three (3) year term with two one (1) year extensions with a maximum annual capacity of \$250,000. The first one-year extension was executed on June 30, 2022, via Amendment No. 1, and the second one-year extension was executed on June 29, 2023, via Amendment No. 2. The approval authorization for Amendment No. 1 and Amendment No. 2 was delegated to the Director of Transportation when the original contract was executed.

Due to the increased workload, the maximum annual contract amount of \$250,000 for this On-Call Services Agreement has been encumbered for FY 2023/2024.

In an effort to avoid delays in the delivery of TIP projects and other locally funded projects, the Transportation Department is requesting to increase the maximum annual capacity of the On-Call Services Agreement with AECOM Technical Services, Inc. from \$250,000 to \$750,000 for FY 23/24 under this Amendment No. 3 to the On-Call Services Agreement.

Amendment No. 3 also includes extending the period of performance for two (2) years from June 30, 2024 to June 30, 2026, in order to complete all outstanding task orders issued before June 30, 2024.

AECOM Technical Services, Inc. is currently working on the Clark Street Sidewalk Project, which has a funding deadline of needing to be awarded for construction by December 2024. They have been producing good quality work within the schedule and budget, and the staff would like their design team to further assist on the final PS&E design of the Clark Street

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Sidewalk Project. To deliver this project on time, additional funds in excess of the original \$250,000 allocated per fiscal year are needed for FY 23/24.

Impact on Residents and Businesses

TIP projects enhance safety and improve overall driving conditions to the public by improving and updating these roadways.

Additional Fiscal Information

The amendment to the On-Call Engineering Services Agreement will increase the allocation for FY 2023/2024 to \$750,000, allowing the Department's contract capacity to be more flexible.

Contract Value after		
Amendment No. 1 & 2	\$250,000	FY 2019/2020
	\$250,000	FY 2020/2021
	\$250,000	FY 2021/2022
	\$250,000	FY 2022/2023 (Amendment 1)
	<u>\$250,000</u>	FY 2023/2024 (Amendment 2)
Total Authorized Amount	\$1,250,000 (before Amendment No. 3)	
This Amendment	\$250,000	FY 2019/2020
	\$250,000	FY 2020/2021
	\$250,000	FY 2021/2022
	\$250,000	FY 2022/2023 (Amendment 1)
	<u>\$750,000</u>	FY 2023/2024 (Amendment 2 & 3)
Total Authorized Amount	\$1,750,000	

There are no County General Funds used for this contract.

Contract History and Price Reasonableness

The AECOM Technical Services, Inc. staff billing rates have been carefully re-examined, and staff found that they are within the range of acceptable industry practice for engineering services. The rates already agreed upon at the time of execution of the original agreement remain unchanged.

ATTACHMENTS:

Amendment No. 3 to the On-Call Services Agreement for Roadway/Highway Design with AECOM Technical Services, Inc.


Jason Farin, Principal Management Analyst 6/19/2024


Aaron Gettis, Chief of Deputy County Counsel 6/13/2024

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AMENDMENT NO. 3 TO THE ON-CALL SERVICES AGREEMENT
FOR ROADWAY/HIGHWAY DESIGN
BETWEEN
COUNTY OF RIVERSIDE • TRANSPORTATION DEPARTMENT
AND
AECOM TECHNICAL SERVICES, INC.

This Amendment No. 3 to the On-Call Services Agreement for Roadway/Highway Design (hereinafter referred to as "Amendment No. 3") is made and entered into this 25 day of June, 2024, by and between County of Riverside, a political subdivision of the State of California, (hereinafter referred to as "COUNTY") and AECOM Technical Services, Inc., a California corporation, (hereinafter referred to as "CONSULTANT").

RECITALS

- A. COUNTY and CONSULTANT have entered into an agreement entitled "On-Call Services Agreement for Roadway/Highway Design between County of Riverside • Transportation Department and AECOM Technical Services, Inc." that is dated April 7, 2020, Agenda Item 3.53, (hereinafter referred to as "Agreement").
- B. The Agreement provides the terms and conditions, scope of services, schedule, and budget for the professional and technical services necessary to provide on-call roadway/highway design services.
- C. The Agreement was first amended on June 30, 2022 via Amendment No. 1 to extend the period of performance for one (1) year from June 30, 2022 to June 30, 2023.
- D. The Agreement was again amended on June 29, 2023 via Amendment No. 2 to extend the period of performance for one (1) year from June 30, 2023 to June 30, 2024.
- E. The CONSULTANT is satisfactorily performing the duties under the Agreement and the Transportation Department continues to need the services provided. In an effort to deliver time sensitive projects identified in the Transportation Improvement Program (TIP), additional budget capacity is needed.
- F. The parties desire to amend the Agreement to modify the annual budget allocation for FY 23/24, extend the period of performance so that the CONSULTANT can complete Task Orders issued prior to June 30,

2024 as provided in the Agreement and correct the date all Task Order services authorized in the Agreement shall be completed by.

AGREEMENT

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

1. Article IV • Performance Period, Paragraph A, of the Agreement is hereby amended to extend the performance period for two (2) years, from June 30, 2024 to June 30, 2026, so that the CONSULTANT can complete Task Orders issued prior to June 30, 2024 as provided in the Agreement, as follows:
“This contract shall go into effect contingent upon approval by COUNTY, and CONSULTANT shall commence work after notification to proceed by COUNTY’s Contract Administrator. The contract shall end on 6/30/2026, unless extended by contract amendment.”
2. Article V • Allowable Costs and Payments, Paragraph N, of the Agreement is hereby amended to increase the total amount payable by COUNTY for all Task Orders issued pursuant to the Agreement by \$500,000, from \$1,250,000 to \$1,750,000, as follows: “The total amount payable by COUNTY for all Task Orders resulting from this contract shall not exceed \$1,750,000.”
3. The last sentence of the first paragraph of Attachment B • Schedule of Services, Article BI • Introduction of the Agreement is hereby amended to correct the date all Task Order services authorized in the Agreement shall be completed by, as follows: “All Task Order services authorized in this Contract shall therefore be completed no later than June 30, 2026.”
4. Attachment C • Compensation Plan, Article CV • Cost Proposal of the Agreement is hereby amended to increase the total annual amount for FY 23/24 by \$500,000, from \$250,000 to \$750,000, as follows: “The total annual amount of services to be performed under this contract shall not exceed the following unless approved in writing by the COUNTY.

Annual Budget Amount

<u>Year</u>	<u>Amount</u>
Contract Execution Date to June 30, 2020	\$250,000
July 1, 2020 to June 30, 2021	\$250,000
July 1, 2021 to June 30, 2022	\$250,000
July 1, 2022 to June 30, 2023	\$250,000 (Authorized via Amendment No. 1)

1 July 1, 2023 to June 30, 2024

\$750,000 (\$250,000 Authorized via Amendment

2 No. 2 and \$500,000 Authorized via Amendment

3 No. 3)"

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

6 6. This Amendment No. 3 shall become effective upon signature of this Amendment No. 3 by both parties.

7 7. This Amendment No. 3 may be executed in any number of counterparts, each of which shall be an
8 original, but all of which together shall constitute one and the same instrument. Each party to this
9 Amendment No. 3 agrees to the use of electronic signatures, such as digital signatures that meet the
10 requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§
11 1633.1 to 1633.17), for executing this Amendment No. 3. The parties further agree that the electronic
12 signatures of the parties included in this Amendment No. 3 are intended to authenticate this writing and
13 to have the same force and effect as manual signatures. Electronic signature means an electronic
14 sound, symbol, or process attached to or logically associated with an electronic record and executed
15 or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended
16 from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts
17 among parties in California, including a government agency. Digital signature means an electronic
18 identifier, created by computer, intended by the party using it to have the same force and effect as the
19 use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this
20 section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section
21 1633.2 of the Civil Code

22 IN WITNESS HEREOF, the parties hereto have caused this Amendment No. 3 to the Agreement to be duly
23 executed this day and year first written above.

1 **APPROVALS**

2 **COUNTY Approvals**

3 RECOMMENDED FOR APPROVAL:

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7 **Dennis Acuna**

8 **Director of Transportation**

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10 APPROVED AS TO FORM:

11 **MINH C. TRAN, COUNTY COUNSEL**

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14 **By Deputy**

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16 APPROVAL BY THE BOARD OF SUPERVISORS

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20 **CHUCK WASHINGTON**

21 **PRINTED NAME**

22 **Chairman, Riverside County Board of Supervisors**

23 ATTEST:

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27 **KIMBERLY A. RECTOR**

28 **Clerk of the Board (SEAL)**

CONSULTANT Approvals

CONSULTANT:



Digitally signed by Hefter, Greg
DN: cn=Hefter, Greg,
ou=USDRA1,
email=Greg.Hefter@secom.com
Date: 2024.06.10 09:44:39 -0700

Gregory Hefter

PRINTED NAME

Vice President / Project Manager

TITLE