

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



**ITEM: 14.5**  
(ID # 27689)

**MEETING DATE:**  
Tuesday, June 10, 2025

**FROM :** FLOOD CONTROL DISTRICT

**SUBJECT:** FLOOD CONTROL DISTRICT: Approval of First Amendment to the Amended and Restated Consulting Services Agreement Between the Riverside County Flood Control and Water Conservation District and Proactive Engineering Consultants, Inc., dba Q3 Consulting, for Bedford Canyon Channel, Stage 1, Project No. 2-0-00253, District 2. [\$0]

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

1. Approve the First Amendment to the Amended and Restated Consulting Services Agreement ("First Amendment") between the Riverside County Flood Control and Water Conservation District ("District") and Proactive Engineering Consultants, Inc., a California corporation dba Q3 Consulting ("Consultant");
2. Authorize the Chair of the District's Board of Supervisors to execute the First Amendment documents on behalf of the District;
3. Authorize the Purchasing Agent to issue Purchase Orders to Consultant for professional engineering services for the duration of the contract in the amount of Five Hundred Two Thousand Seven Hundred Fifty-Two Dollars (\$502,752); and
4. Direct the Clerk of the Board to return two (2) executed First Amendments to the District.

**ACTION:**Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

5/27/2025

---

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: June 10, 2025  
xc: Flood

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$0	\$0	\$0	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 25/26 – 26/27</b>	

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

**Summary**

On June 25, 2024, the District's Board of Supervisors approved an Amended and Restated Consulting Services Agreement ("Original Agreement") between the District and Consultant [Board Agenda Item No. 11.3]. Pursuant to this Original Agreement, Consultant was retained to provide professional engineering services for the final design of the District's Bedford Canyon Channel, Stage 1 facility ("Project"), which will convey 100-year storm flows from Interstate 15 to Temescal Canyon Road. Upon completion, the Project will be a stabilized system that reduces the amount of in-stream erosion and sediment caused by high flows while minimizing cost and environmental impacts. Additionally, the Project will accommodate the Butterfield Overland Trail along the proposed channel.

This First Amendment is necessary to extend the term of the Original Agreement for an additional two (2) years, through June 30, 2027. The District and Consultant estimate that this two-year extension will allow for the successful completion of the final design for the Project and for construction support of the Project. Approval of the First Amendment will not change the total aggregate contract amount, which is capped at Five Hundred Two Thousand Seven Hundred Fifty-Two Dollars (\$502,752).

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

**Prev. Agn. Ref.:** MT Item No. 25188, 11.3 of 06/25/2024

**Impact on Residents and Businesses**

The Project will provide flood protection to existing businesses and accommodate the Butterfield Overland Trail. This First Amendment imposes no new fees, taxes or bonded indebtedness upon existing residents or businesses.

**Additional Fiscal Information**

Sufficient funding will become available in the District's Zone 2 budget for Fiscal Year 2025/2026 and will be included in the District's recommended budget for future fiscal years, as appropriate and necessary.

**ATTACHMENTS:**

1. Vicinity Map

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

2. First Amendment to Amended and Restated Consulting Services Agreement

JC:blj  
P8/262032

  
Melissa Curtis, Deputy Director of Purchasing and Fleet 5/27/2025

  
Douglas Ordóñez Jr. 6/2/2025

  
Aaron Gettis, Chief of Deputy County Counsel 5/28/2025

FIRST AMENDMENT TO AMENDED AND RESTATED  
CONSULTING SERVICES AGREEMENT  
Bedford Canyon Channel, Stage 1  
Project No. 2-0-00253

This First Amendment to Amended and Restated Consulting Services Agreement ("FIRST AMENDMENT"), dated as of JUN 10 2025, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body corporate and politic ("DISTRICT"), and Proactive Engineering Consultants, Inc., dba Q3 Consulting, a California Corporation ("CONSULTANT"). Sometimes hereinafter DISTRICT and CONSULTANT may be referred to collectively as the "Parties." The Parties hereby agree as follows.

RECITALS

A. DISTRICT and CONSULTANT previously entered into a certain Amended and Restated Consulting Services Agreement ("ORIGINAL AGREEMENT") for Fiscal Year July 1, 2024 through June 30, 2025 for CONSULTANT to provide professional engineering services for the final design of DISTRICT's Bedford Canyon Channel, Stage 1 ("PROJECT").

B. ORIGINAL AGREEMENT entered into as of June 25, 2024, together with this FIRST AMENDMENT are collectively referred to herein as "Agreement".

C. Due to a need for further design and construction support for PROJECT, the Parties desire to amend ORIGINAL AGREEMENT to extend the time for performance.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. TIME FOR PERFORMANCE. Section 2 of the Agreement is hereby amended to read:

A. "The term of this AGREEMENT shall terminate on June 30, 2027. CONSULTANT shall not commence performance of any work or services, for any reason whatsoever, until DISTRICT has provided CONSULTANT with a written Notice to Proceed authorizing

CONSULTANT to initiate work pursuant to this AGREEMENT. No payment will be made for any work or services performed prior to the issuance of said Notice to Proceed."

2. CAPITALIZED TERMS. FIRST AMENDMENT to prevail. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Agreement, as heretofore amended. The provisions of this FIRST AMENDMENT shall prevail over any inconsistency or conflicting provisions of the Agreement as heretofore amended and shall supplement the remaining provisions thereof.

3. MISCELLANEOUS. Except as amended or modified herein, all the terms of the Agreement shall remain in full force and effect and shall apply with the same force and effect. Subject to the provisions of the Agreement as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the Parties hereto. If any provisions of this FIRST AMENDMENT or the Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Agreement, and all such other provisions shall remain in full force and effect. The language in all parts of the Agreement shall be construed according to its normal and usual meaning and not strictly for or against either DISTRICT or CONSULTANT.

4. EFFECTIVE DATE. This FIRST AMENDMENT shall not be binding or consummated until it is fully executed by the Parties.

5. This FIRST AMENDMENT may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this FIRST AMENDMENT agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA" Cal. Civ. Code §§ 1633.1 to 1633.7), for executing this FIRST AMENDMENT. The Parties further agree that the electronic signatures of the Parties included

in this FIRST AMENDMENT are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to CUETA as amended from time to time. CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

//

//

[Signature Provisions on Following Page]


IN WITNESS WHEREOF, the Parties hereto have executed this FIRST AMENDMENT

on JUN 10 2025  
(to be filled in by Clerk of the Board)

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**  
a body corporate and politic

RECOMMENDED FOR APPROVAL:

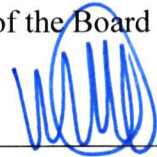
By   
JASON E. UHLEY  
General Manager-Chief Engineer

By   
KAREN SPIEGEL, Chair  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:  
MINH C. TRAN  
County Counsel

ATTEST:  
KIMBERLY RECTOR  
Clerk of the Board


By   
RYAN YABKO  
Deputy County Counsel

By   
Deputy

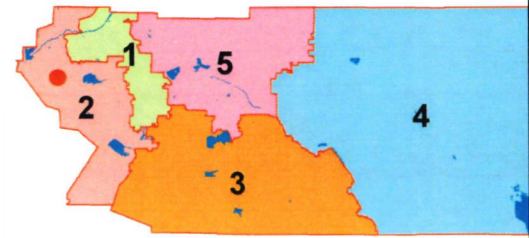
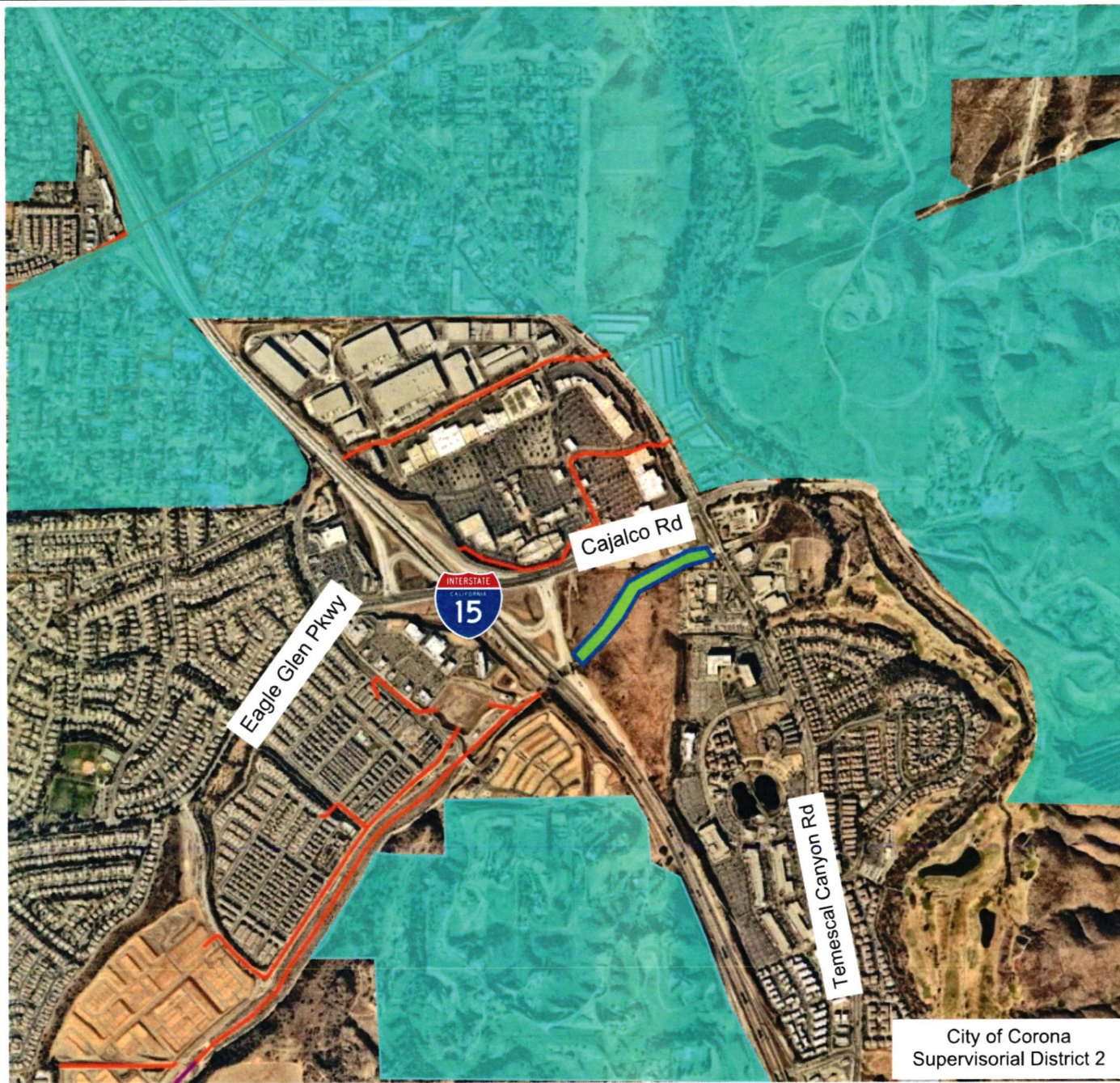
(SEAL)

First Amendment to Consulting Services Agreement with  
Proactive Engineering Consultants, Inc., dba Q3 Consulting  
On-Call Engineering Services  
Bedford Canyon Channel, Stage 1  
Project No. 2-0-00253  
05/13/25  
JC:blj

**PROACTIVE ENGINEERING  
CONSULTANTS, INC., dba Q3  
CONSULTING,**  
a California Corporation

By   
\_\_\_\_\_  
JOHN A. MCCARTHY  
Principal for Q3 Consulting

First Amendment to Consulting Services Agreement with  
Proactive Engineering Consultants, Inc., dba Q3 Consulting  
On-Call Engineering Services  
Bedford Canyon Channel, Stage 1  
Project No. 2-0-00253  
05/13/25  
JC:blj



**Legend**

- Supervisorial District
- Project Vicinity
- Existing Facilities
- Pending Acceptance Facilities
- County of Riverside

**Description**

Bedford Canyon Channel, Stage 1  
 Project No. 2-0-00253



# VICINITY MAP

