

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



ITEM: 14.6
(ID # 27773)

MEETING DATE:
Tuesday, June 10, 2025

FROM : FLOOD CONTROL DISTRICT

SUBJECT: FLOOD CONTROL DISTRICT: Approval of First Amendment to Amended and Restated Consulting Services Agreement Between the Riverside County Flood Control and Water Conservation District and Dudek for Mockingbird Canyon Stabilization, Stage 3, Project No. 2-0-00180-03, Districts 1 and 2. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the First Amendment to Amended and Restated Consulting Services Agreement ("First Amendment") between the Riverside County Flood Control and Water Conservation District ("District") and Dudek ("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 First Amendment in the amount of One Million Two Hundred Thirty Thousand Two Hundred Sixty-Seven Dollars (\$1,230,267); and
4. Direct the Clerk of the Board to return two (2) executed First Amendments to the District.

ACTION:

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**

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

C.E.O. RECOMMENDATION: Approve

Summary

On June 27, 2023, 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. 11.5]. Pursuant to this Original Agreement, Consultant was retained to provide professional engineering services for the final design of the District's Mockingbird Canyon Stabilization, Stage 3 and streambank protection along Mockingbird Canyon Wash ("Project").

This First Amendment is necessary to extend the term of the Original Agreement for an additional two years, through June 30, 2027. The District and Consultant estimate this two-year extension will allow for the successful completion of the final design of the Project and provide necessary construction support for the Project. Approval of the First Amendment will not change the total aggregate contract amount, which is capped at One Million Two Hundred Thirty Thousand Two Hundred Sixty-Seven Dollars (\$1,230,267).

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

Prev. Agn. Ref.: MT Item No. 22121, 11.5 of 06/27/2023

Impact on Residents and Businesses

The Project will provide flood protection to existing homes, Mockingbird Canyon Road and utilities in the road. This First Amendment imposes no new fees, taxes or bonded indebtedness upon existing residents or businesses.

Additional Fiscal Information

Sufficient funding will be available in the District's Zone 1 and 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.

ATTACHMENT:

1. Vicinity Map
2. First Amendment to Amended and Restated Consulting Services Agreement

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

JC:blj
P8/262095


Melissa Curtis, Deputy Director of Purchasing and Fleet 5/28/2025


Douglas Ordóñez Jr. 6/2/2025


Aaron Gettis, Chief of Deputy County Counsel 5/30/2025

FIRST AMENDMENT TO AMENDED AND RESTATED
CONSULTING SERVICES AGREEMENT
Mockingbird Canyon Stabilization, Stage 3
Project No. 2-0-00180-03

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 Dudek, a California corporation ("CONSULTANT"). DISTRICT and CONSULTANT are individually referred to herein as "Party" and collectively referred to herein as "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, 2023 through June 30, 2025 for CONSULTANT to provide professional engineering services for the final design of DISTRICT's Mockingbird Canyon Stabilization, Stage 3 ("PROJECT").

B. ORIGINAL AGREEMENT, entered into as of June 27, 2023, 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 as set forth in Section 2.

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 become effective July 1, 2025 and 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 to ORIGINAL AGREEMENT 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.

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[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)

RECOMMENDED FOR APPROVAL:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

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 
KRISTINE BELL-VALDEZ
Deputy County Counsel

By 
Deputy

(SEAL)

First Amendment to Consulting Services Agreement with Dudek
Mockingbird Canyon Stabilization, Stage 3
Project No. 2-8-00180-03
05/20/25
JC:blj

DUDEK,
a California corporation

Signed by:
Joseph Monaco
By _____
JOSEPH MONACO
Chief Executive Officer

First Amendment to Consulting Services Agreement with Dudek
Mockingbird Canyon Stabilization, Stage 3
Project No. 2-8-00180-03
05/20/25
JC:blj

Certificate Of Completion

Envelope Id: AE09D673-5492-4452-860B-4784C66FFDD8	Status: Completed
Subject: Mockingbird Canyon Stabilization Stage 3-Amendment	
Source Envelope:	
Document Pages: 5	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Agiloft-Docusign
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	605 3rd St
	Encinitas, CA 92024
	contracts@dudek.com
	IP Address: 3.234.120.207

Record Tracking

Status: Original	Holder: Agiloft-Docusign	Location: DocuSign
5/22/2025 10:08:02 AM	contracts@dudek.com	

Signer Events

Joseph Monaco
 jmonaco@dudek.com
 President and Chief Executive Officer
 Dudek
 Security Level: Email, Account Authentication (None)

Signature

Signed by:

 61A12CB5F28F42F...
 Signature Adoption: Pre-selected Style
 Using IP Address: 100.43.248.202

Timestamp

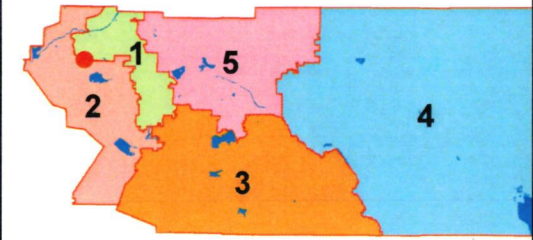
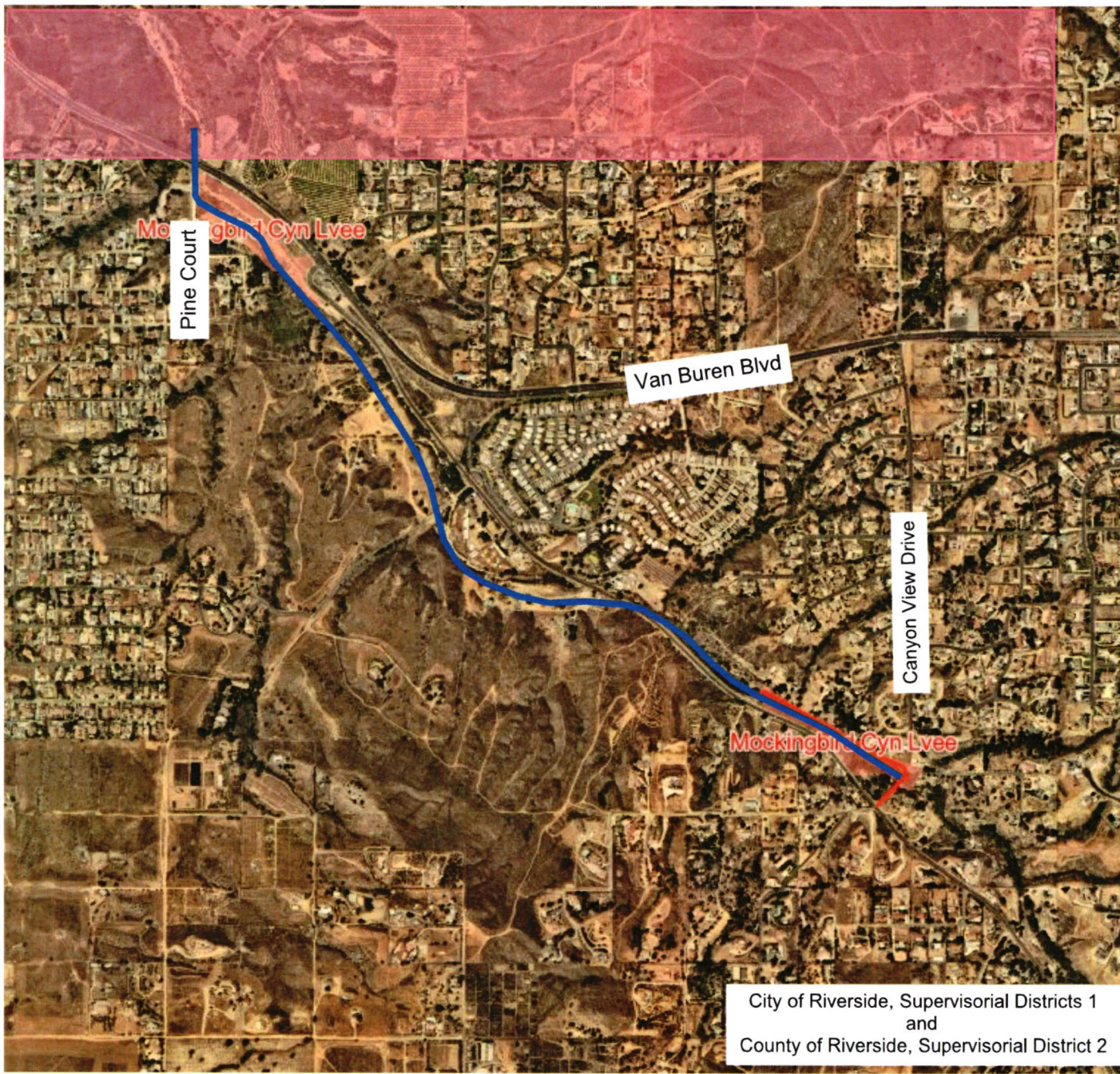
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 Viewed: 5/22/2025 10:11:52 AM
 Signed: 5/22/2025 10:13:10 AM

Electronic Record and Signature Disclosure:
 Accepted: 5/22/2025 10:11:52 AM
 ID: 51ce414a-aa6e-44bc-9893-d644550d5d49

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure



Legend

- Supervisorial District
- Project Vicinity
- Existing Facilities
- City of Riverside

Description

Mockingbird Canyon Stabilization,
 Stage 3
 Project No. 2-0-00180-03



VICINITY MAP

