

FORM APPROVED COUNTY COUNSEL 12/3/15  
 BY: GREGORY P. PRIAMOS DATE

Departmental Concurrence



**SUBMITTAL TO THE BOARD OF DIRECTORS  
 REGIONAL PARK AND OPEN SPACE DISTRICT  
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

154



**FROM:** Regional Park and Open-Space District

**SUBMITTAL DATE:**  
 December 3, 2015

**SUBJECT:** Amendments to Consultant Agreements related to Santa Ana River Trail Expansion for Riverside County; District 2 [\$0]

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

1. Ratify and Approve the First Amendment to the Professional Service Agreement for Engineering and Design Services between The Riverside County Regional Park and Open-Space District ("District") and Michael Baker International Inc. ("Baker"); and
2. Ratify and Approve the First Amendment to the Professional Service Agreement for Environmental Services between the District and FCS International, Inc. DBA Michael Brandman Associates ("MBA"); and
3. Authorize the General Manager or his designee to approve and execute a term extension pursuant to the agreements as needed to complete the same scope of work with no cost increases.

**BACKGROUND:**

**Summary**

(Continued on page 2)

Scott Bengle  
 General Manager

2016-19D

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

**SOURCE OF FUNDS:**

Budget Adjustment: NO  
 For Fiscal Year:

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

APPROVE  
 BY:   
 Steven C. Horn

County Executive Office Signature

**MINUTES OF THE BOARD OF DIRECTORS**

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

Prev. Agn. Ref.:

District: 2

Agenda Number:

**DISTRICT**

**13-3**

**SUBMITTAL TO THE BOARD OF DIRECTORS, REGIONAL PARK AND OPEN SPACE DISTRICT,  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.**

**FORM 11:** Amendments to Consultant Agreements related to Santa Ana River Trail Expansion for Riverside County; District 2 [\$0]

**DATE: December 3, 2015**

**PAGE: 2 of 2**

**BACKGROUND:**

**Summary (continued)**

On September 30, 2008, by Minute Order 13.1, your honorable board approved the Santa Ana River Trail expansion for Riverside County with the Dangermond Group to complete a master plan, alignment studies, environmental documents and thirty (30%) construction documents for the Santa Ana River Trail: Corona, Norco, Eastvale, and Segment State Route 71 (Prado Dam) to Hidden Valley Wildlife Area, including MOU's with the Cities of Corona, and Norco.

On March 17, 2009, by Minute Order 13.1, your honorable board approved allocation of funding through the Development Impact Fees (DIF) and Proposition 84 for the Santa Ana Trail expansion.

On April 10, 2012, by Minute Order 13.3 your honorable board approved the adoption of the "Santa Ana River Trail Master Plan, and the Mitigated Negative Declaration for the Santa Ana River Trail: Corona, Norco, Eastvale, and Segment State Route 71 (Prado Dam) to Hidden Valley Wildlife Area completing Phase I of the overall project.

The District entered into consulting agreements with Baker and MBA related to the Santa Ana River Trail expansion in Riverside County on November 6, 2012 and December 4, 2012 respectively. The Santa Ana River Trail project involves multiple agencies, extensive environmental work, and elongated time lines. Initial estimates for completion of the design work were based upon an accelerated review process by partnering agencies. Additionally, the original alignment did not include an important segment through lands owned by Orange County Water District, a strategically critical segment along the river which will remove users from City streets within the City of Corona. The Consultants have continued to provide services and work towards completing the projects beyond the initial time frame indicated in the agreements with the understanding that only the time frames have changed; not the scope of work or total financial allocation to the projects.

At this phase of the projects, a change in consultant or cancellation of the consultant agreements would result in a major setback and jeopardize the success of the projects. The District is confident that Baker and MBA will continue to meet the expectations of the projects and are a vital part of the success of the Santa Ana River trail project.

These Amendments will extend the term of the agreements to allow for the completion of the proposed scope of work.

**Impact on Citizens and Businesses**

No impact on citizens or businesses is anticipated.

**Supplemental: (additional Fiscal Info if applicable)**

No changes to the approved not-to-exceed contract amounts are included in these amendments.

**Attachments:**

First Amendment to the Professional Service Agreement for Engineering and Design Services between the District and Michael Baker International Inc.

First Amendment to the Professional Service Agreement for Environmental Services between the District and FCS International, Inc DBA Michael Brandman Associates

**FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT**  
**For**  
**ENGINEERING AND DESIGN SERVICES**  
**Between**  
**RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT**  
**And**  
**MICHAEL BAKER INTERNATIONAL INC.**

THIS **FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT FOR ENGINEERING AND DESIGN SERVICES** ("1<sup>st</sup> Amendment"), dated as of \_\_\_\_\_, is entered into by and between RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, a special district created pursuant to the California Public Resources Code Div.5, Ch.3, Art.3, ("District"), and Michael Baker International, Inc., a Pennsylvania corporation, ("Consultant"), sometimes collectively referred to as the "Parties".

RECITALS

- A. The DISTRICT and Consultant have entered into that certain **Professional Service Agreement For Engineering and Design Services** dated November 6, 2012 (the "Original Agreement") pursuant to which District has retained the services of Consultant to provide engineering and design services for the second phase of the Santa Ana River Trail Project expansion in Riverside County, more particularly described in the **Original Agreement**.
- B. The Original Agreement together with Amendment No. 1 and this Amendment are collectively referred to herein as the "Agreement".
- C. The Parties now desire to amend the Original Agreement to extend the term period and time of completion for services and to provide noticing requirements.

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

1. DESCRIPTION. Section 1.0 of the Agreement is hereby amended by the following:

This Agreement shall commence on upon full execution of the Parties, and continue until the end of the Period of Performance, or completion of the last work assignment, whichever occurs first, unless the Parties otherwise agree in writing or sooner terminated pursuant to Section 12.

2. PERIOD OF PERFORMANCE. Section 1.0 of the Agreement is hereby amended with adding a Period of Performance provision by the following:

## **Period of Performance**

The Period of Performance shall be extended for one (1) year with two (2) options to extend for additional one (1) year terms pursuant to advance notice terms provided in Section 5.H.

3. **CONSULTANT'S COMPENSATION.** Section 5 of the Agreement is hereby amended to add a new section H by the following:

### **H. Notice to District**

The fee amounts may be amended by the Parties to this Agreement provided a written amendment is executed by both Parties prior to performance of any additional services. Consultant shall notify the District immediately in writing when Consultant has expended seventy-five percent (75%) of the total compensation and no later than six (6) months prior to the end of the Period of Performance or two thirds (2/3) of the Period of Performance has passed, whichever shall provide the greater advance notice. Timely notice by Consultant and a duly authorized written amendment shall be a condition precedent to any obligation for payment by District beyond the approved compensation and period of performance.

4. **TIME OF COMPLETION.** Section 14. H. of the Original Agreement is hereby amended by the following:

The contract duration for the Engineering and Design services shall be extended through the completion of the proposed scope of work so long as the not-to-exceed payment amount to Consultant has not been met.

5. **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.

6. **MISCELLANEOUS.** Except as amended or modified herein, all the terms of the Original 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, 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 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

Party. Neither this Amendment, nor the Original Agreement, nor any notice nor memorandum regarding the terms hereof, shall be recorded by Consultant.

7. EFFECTIVE DATE. This First Amendment to Agreement shall not be binding or consummated until its approval by the District Board of Directors and fully executed by the Parties.

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[Signature Provisions on Following Page]

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the dates written below.

**DISTRICT**

RIVERSIDE COUNTY REGIONAL  
PARK AND OPEN-SPACE DISTRICT

Signature: \_\_\_\_\_

Kevin Jeffries  
Chairman, Board of Directors

Dated: \_\_\_\_\_

**ATTEST:**

Kecia Harper-Ihem  
Clerk of the Board

By: \_\_\_\_\_

Deputy

(Seal)

**APPROVED AS TO FORM:**

Gregory P. Priamos  
County Counsel

By: Synthia M. Gunzel  
Synthia M. Gunzel  
Deputy County Counsel

**CONSULTANT**

Michael Baker International Inc.  
14725 Alton Parkway  
Irvine, CA 92618

Signature: \_\_\_\_\_

John McCarthy  
Department Manager

Dated: 11/23/2015

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT FOR ENVIRONMENTAL SERVICES**

**By and Between**

**THE RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT**

**And**

**FCS INTERNATIONAL INC, DBA MICHAEL BRANDMAN ASSOCIATES**

**THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT FOR ENVIRONMENTAL SERVICES** ("First Amendment"), dated as of \_\_\_\_\_, is entered into by and between THE RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, a special district created pursuant to the California Public Resources Code Div.5, Ch.3, Art.3, ("District"), and FCS International, Inc, DBA Michael Brandman Associates ("Consultant"), a California corporation, sometimes collectively referred to as the "Parties".

**RECITALS**

A. The County of Riverside, a political subdivision of the State of California, and Consultant have entered into that Professional Service Agreement For Environmental Services, dated December 4, 2012 (the "Original Agreement") pursuant to which District has retained the services of Consultant to provide environmental services and documentation for the benefit of the Riverside County Regional Park and Open-Space District Santa Ana River Trail Project, more particularly described in the Original Agreement.

B. The Original Agreement together with this First Amendment are collectively referred to herein as the "Agreement".

C. The Riverside County Regional Park and Open-Space District, as beneficiary and successor to the Original Agreement and the Consultant now desire to amend the Original Agreement to extend the term period and time of completion for services and to provide noticing requirements.

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

1. **PERIOD OF PERFORMANCE.** Section 2 of the Agreement is hereby amended with a new subsection 2.2 by the following:

2.2 This Agreement shall commence on upon full execution of the Parties, and continue until the end of the Period of Performance, or completion of the last work assignment, whichever occurs first, unless the Parties otherwise agree in writing or sooner terminated pursuant to Section 5.

The Period of Performance shall be extended for one (1) year with two (2) options to extend for additional one (1) year terms pursuant to advance notice terms provided in Section 3.H.

2. **COMPENSATION.** Section 3 of the Agreement is hereby amended to add a new subsection H by the following:

**H. Notice to District**

The compensation amounts may be amended by the Parties to this Agreement provided a written amendment is executed by both Parties prior to performance of any additional services. Consultant shall notify the District immediately in writing when Consultant has expended seventy-five percent (75%) of the total compensation and no later than six (6) months prior to the end of the Period of Performance or two thirds (2/3) of the Period of Performance has passed, whichever shall provide the greater advance notice. Timely notice by Consultant and a duly authorized written amendment shall be a condition precedent to any obligation for payment by District beyond the approved compensation and period of performance.

3. **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.
4. **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, 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 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. Neither this Amendment, nor the Original Agreement, nor any notice nor memorandum regarding the terms hereof, shall be recorded by Consultant.
5. **EFFECTIVE DATE.** This First Amendment to the Agreement shall not be binding or consummated until its approval by the District Board of Directors and fully executed by the Parties.

[Signature Provisions on Following Page]



IN WITNESS WHEREOF, the parties have executed this First Amendment as of the dates written below.

**DISTRICT**  
RIVERSIDE COUNTY REGIONAL  
PARK AND OPEN-SPACE DISTRICT

**CONSULTANT**  
FCS International, Inc  
DBA Michael Brandman Associates  
220 Commerce Suite 220  
Irvine, CA 92602

By: \_\_\_\_\_

By:  \_\_\_\_\_

Chairman, Board of Directors

Print Name: Frank Coyle  
Title: Director

Dated: \_\_\_\_\_

Dated: 12.3.15

**ATTEST:**  
Kecia Harper-Ihem  
Clerk of the Board

By: \_\_\_\_\_  
Deputy

(Seal)

**APPROVED AS TO FORM:**

Gregory P. Priamos  
County Counsel

By:  \_\_\_\_\_  
Synthia M. Gunzel  
Deputy County Counsel