

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS  
 DATE: 1/28/16

Departmental Concurrence



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

611



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

**SUBMITTAL DATE:**  
 January 28, 2016

**SUBJECT:** Santa Ana River Trail: Corona, Norco, Eastvale, and Segment State Route 71 (Prado Dam) to Hidden Valley Wildlife Area - Second Amendments to Professional Service Agreements; District 2; [\$527,701; Coastal Conservancy Grant – 33110 931121]

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

1. Approve the 2<sup>nd</sup> 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. Approve the 2<sup>nd</sup> Amendment to the Professional Service Agreement For Environmental Services between the Riverside County Regional Park and Open-Space District and FCS International Inc. DBA Michael Brandman Associates ("FCS").

**BACKGROUND:**

**Summary**

(Continued on Page 2)

2016-023D

*[Signature]*  
 Scott Bangle  
 General Manager

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 527,701	\$ 0	\$ 440,701	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** Coastal Conservancy Grant – 33110 931121  
**Budget Adjustment:** NO  
**For Fiscal Year:** 15/16

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

APPROVE

BY: Alex Gann  
 Alex Gann

County Executive Office Signature

**MINUTES OF THE BOARD OF DIRECTORS**

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

Prev. Agn. Ref.: M.O. 13.1 11/6/2012 – M.O. 13.3  
 12/15/2015

District: 2

Agenda Number:

DISTRICT

13-1

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

**FORM 11:** Santa Ana River Trail: Corona, Norco, Eastvale, and Segment State Route 71 (Prado Dam) to Hidden Valley Wildlife Area - Second Amendments to Professional Service Agreements; District 2; [\$527,701; Coastal Conservancy Grant – 33110 931121]

**DATE:** January 28, 2016

**PAGE:** 2 of 3

**BACKGROUND:**

**Summary (continued)**

The Santa Ana River Trail project involves multiple agencies from Riverside, Orange and San Bernardino counties, Federal and State governmental agencies, Cities and local special interest groups. It has included extensive environmental work, design and engineering work, and project coordination efforts. During the course of completing environmental and construction documents, the District negotiated a preferred alignment on land that previously had been challenging to secure. After consultation with partnering entities, including the California Coastal Conservancy (funding entity for the project), it was determined that the additional cost to change the alignment was appropriate and would serve the users well for years to come. These amendments will provide planning, engineering support, project management coordination services, and environmental services required to relocate the trail route from surface streets adjacent to the river corridor in the cities of Corona, Norco and Eastvale to a route in the Santa Ana River corridor that will provide an enhanced natural recreational experience, offer a safer trail by removing it from city and residential streets, and align it with the concept of the National River Recreation Trail program.

The additional work is to provide planning, engineering and project coordination for the preparation and processing of the final construction documents and permits. Specifically, the additional work includes: the preparation of additional detailed trail improvements documents (design, survey, grading and construction plans and technical specification), phasing plans for coordinating the construction documents and construction with Army Corp of Engineers projects in the Prado basin, interim trail connections, 408 permit processing, legal descriptions and survey metes and bounds for additional easements, the expansion of project management responsibility (coordination expanded support), and preparation/processing of construction documents that support Caltrans-based specifications.

The additional Design and Engineering work to be completed by Baker will result in the requirement to have FCS update and complete additional Environmental work related to the project as shown in attachment #2.

The Second Amendments have been reviewed and approved as to form by County Counsel.

**Impact on Citizens and Businesses**

When complete, the Santa Ana River trail will provide the Citizens of Riverside County a 36-mile recreational trail within the Santa Ana River Corridor. It will offer connections into both the Counties of Orange and San Bernardino, providing trail users the opportunity to use and explore approximately 110 miles of trail. In addition, the completed trail is designed as an alternate transportation route between the three counties and may possibly help reduce greenhouse gas emissions.

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

**FORM 11:** Santa Ana River Trail: Corona, Norco, Eastvale, and Segment State Route 71 (Prado Dam) to Hidden Valley Wildlife Area - Second Amendments to Professional Service Agreements; District 2; [\$527,701; Coastal Conservancy Grant – 33110 931121]

**DATE: January 28, 2016**

**PAGE: 3 of 3**

**Additional Fiscal Information**

The California State Coastal Conservancy originally granted the District \$3.4M for this project, although the anticipated total cost will be just under \$3.1M. Expenditures to date on the project total \$2,129,114:

- \$ 50,603 Planning Staff Time
- \$ 369,063 Misc Project Expenses
- \$ 500,000 Riverside County Transportation Commission
- \$1,123,758 Michael Baker International Inc. (formerly RBF Consulting)
- \$ 85,690 FCS International Inc., DBA First Carbon Solutions (formerly Michael Brandman Associates)

The original contract for Michael Baker was \$1,355,466. This amendment will add \$440,701 to the contract for a total amount of \$1,796,167 and \$672,409 left to be expended.

The original contract for First Carbon Solutions was \$89,730. This amendment will add \$87,000 to the contract for a total amount of \$176,730 and \$91,040 left to be expended.

**Contract History and Price Reasonableness**

The District and Consultants have negotiated the fee agreement increases shown in attachments 1 and 2 with supporting documentation.

**Attachments:**

Attachment 1: Second Amendment to the Agreement for Engineering and Design Consulting Services

Attachment 2: Second Amendment to the Professional Services Agreement for Environmental Services

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

**THIS SECOND AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT FOR ENGINEERING AND DESIGN SERVICES** ("Second Amendment"), dated as of \_\_\_\_\_, is entered into by and between RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, a special district, ("District"), and Michael Baker International, Inc., a Pennsylvania corporation, ("Consultant"), sometimes collectively referred to as the "Parties".

RECITALS

- A. The DISTRICT and RBF Consulting Services (RBF"), predecessor and named entity pre-merger between RBF and Michael Baker International, entered into that certain **Professional Service Agreement For Engineering and Design Services** dated November 6, 2012 (the "Original Agreement") pursuant to which District had retained the services of RBF, as the 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. That certain First Amendment to the Original Agreement dated December 15, 2015 was entered into between the Consultant and the District, whereby the term for the period of performance was extended and notice requirements were added for tracking the term period of the Original Agreement.
- C. The District has determined that additional engineering and design services are needed for development of the overall Santa Ana River Trail Project: Prado-Norco-Eastvale Segment.
- D. The Original Agreement together with the First Amendment and this Second Amendment are collectively referred to herein as the "Agreement".
- E. The Parties now desire to amend the Original Agreement to amend the scope of work and increase the total compensation amount for the Agreement.

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:

The CONSULTANT shall provide the following additional engineering and design services ("Additional Services") related to the design and development of the overall Santa Ana River Trail Project: Prado-Norco-Eastvale Segment: Additional planning, engineering and project coordination for the preparation and processing of the final construction documents and permits, the preparation of additional trail improvements (details and alignments) due the relocation of two trail sections to maintain the original Santa Ana River Trail concept of being a "river trail", the phasing of the construction and construction documents to coordinate with Army Corp of Engineers projects in the Prado basin, interim trail connections, 408 permit processing, legal descriptions and survey for additional easements expansion of the project management responsibility (coordination expanded support), preparation/processing of construction documents with supporting Caltrans based specifications. The detailed work description for the Additional Services is attached hereto as **EXHIBIT A** and by this reference incorporated herein. The detailed work cost proposal with supporting fee breakdown for the Additional Services is attached hereto as **EXHIBIT B** and by this reference incorporated herein.

2. CONSULTANT'S COMPENSATION. Section 5 of the Agreement is hereby amended by the following:

DISTRICT shall pay the CONSULTANT for the Additional Services performed, in accordance with the terms of EXHIBITS A and B, an amount not to exceed Four Hundred Forth Thousand Seven Hundred One Dollars (\$440,701). Maximum payments by the DISTRICT to CONSULTANT shall not exceed \$440,701 including all expenses. Upon approval of this Second Amendment, the total compensation amount for all services, which includes the Original Scope of Services and the Additional Services, shall not exceed a sum total of One Million Seven Hundred Ninety Six Thousand One Hundred Sixty Seven Dollars (\$1,796,167).

3. CAPITALIZED TERMS. Second 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 Second 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 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.

5. EFFECTIVE DATE. This Second Amendment to 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 Second Amendment as of the last date written below.

**DISTRICT**

RIVERSIDE COUNTY REGIONAL  
PARK AND OPEN-SPACE DISTRICT

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

Chairman, Board of Directors

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

**ATTEST:**

Kecia Harper-Ihem  
Clerk of the Board

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

Deputy

(Seal)

**CONSULTANT**

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

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

John McCarthy  
Vice President

Dated: 1-25-2014

**APPROVED AS TO FORM:**

Gregory P. Priamos  
County Counsel

By: Synthia M. Gunzel

Synthia M. Gunzel  
Deputy County Counsel

## **“Exhibit A” Additional Work Request No. 1**

November 2, 2015

The Client and Michael Baker International (Consultant) for mutual consideration hereinafter set forth, and agree as follows:

### **TASK I – ENHANCED PROJECT MANAGEMENT AND PERMITTING**

#### ***I.1 Project Management***

Michel Baker shall take a lead role in the overall project management and coordination with all consultant firms and Agencies working on the project. This shall include the environmental consultant and the Cities of Corona, Norco, and Eastvale. The Michael Baker Team will provide project management and coordination activities for the design and administration of the project including:

- Supervise, coordinate, monitor and review all work related to the design and permitting of the trail improvements.
- Coordinate with the District, the Cities, USACE, and other Agencies to facilitate project delivery.
- Document all project decisions and distribute correspondence copies to all Project Team members as appropriate.

**Deliverables:** Project Management and Coordination

#### ***I.2 USACE 408 Permit Coordination***

Michael Baker shall take the lead role in the preparation, processing, and coordination with the United States Army Corps of Engineers (USACE) to obtain a 408 permit for modifications to Federal facilities necessary to install the trail improvements. This task shall include regular coordination with the Corps to improve the priority during the 408 process and review meetings to promptly address project comments and clarifications.

**Deliverables:** USACE 408 Permit application, processing, and coordination

### **TASK J – SUPPLEMENTAL DESIGN AND ENGINEERING**

#### ***J.1 Geotechnical Investigation and Analysis***

Diaz Yourman shall provide geotechnical services to obtain and analyze additional borings to support the design of the final trail improvements. The additional borings are necessary for the design of the extended trail alignments from the OCWD property along the river to River Road Bridge, and the easterly trail extension from Prado Basin Park Road to Dearborn Street. 8 additional borings are proposed to support the design of the extended trail improvements and new bridge structure.

**Deliverables:** Draft and Final geotechnical reports with additional borings and analysis

#### ***J.2 Auto Center Drive Staging Area Modifications***

The Michael Baker Team will revise the current staging area site plan to incorporate modifications from the 60% plans to reduce the facilities inside of the USACE maintenance easement and to provide



additional parking on the northerly side of the staging area. A conceptual layout plan will be provided for review by the Client.

**Deliverables:** Staging Area concept plan

**J.3 Auto Center Drive Staging Area Utility Connections**

The Michael Baker Team will provide engineering services for the design of water, sewer, and electrical improvements to support the restroom facilities at the staging area. It is assumed that the water line will extend from the line recently constructed in Auto Center Drive to the location of the restroom. The sewer line will include the design of a packaged lift station, connection to the existing sewer manhole, and raising the manhole to accommodate the new trail grading. The electrical facilities will include a new 120/240 Volt single phase metered electrical service to serve the restroom building and the associated package lift station. A summary report will be prepared to document the design calculations for the water, sewer, and electrical improvements.

**Deliverables:** Draft and Final water, sewer, and electrical report and calculations

**J.4 Gabion Retaining Wall**

The Michael Baker Team to provide engineering services for the structural design of the gabion retaining walls. The design will be coordinated with the gabion manufacturer and meet required agency standards. RBF will work with the supplier to determine the appropriate layout, geometry, and profiles for the wall.

**Deliverables:** Gabion wall design calculations and coordination

**J.5 Butterfield Park Interim Connection Design**

The Michael Baker Team will provide planning services to develop a new connection to and through Butterfield Park. The connection will be prepared to work with the proposed phased construction plans. The designs shall include trail features and final locations through the City of Corona's park. The trail shall be laid out through the park from the west parking lot to a connection with Smith Avenue near the intersection of Butterfield Drive. The team shall coordinate the design with the City of Corona.

**Deliverables:** Trail and bridge layout and design at Butterfield Park

**J.6 OCWD Trail Easements**

The Michael Baker Team will prepare legal descriptions and easements for the trail improvements located on OCWD properties. The work shall include mapping services to develop legal description and accompanying plats for Class 1 Multi-use Path & Natural Surface Trail within OCWD properties. This task understood to include the following elements and quantities:

- One set Permanent Trail Easement legal description and exhibit
- One set Slope and Maintenance Easement legal description and exhibit
- One set Temporary Construction Easement legal description and exhibit

Limits of the easements will be calculated from design CADD files or as-built survey data.

**Deliverables:** Trail, slope, and temporary construction easements for OCWD properties

**J.7 USACE Trail Easements**

The Michael Baker Team will prepare legal descriptions and easements for the trail improvements located on USACE properties. The easements shall be provided for the trails within the recreational leases held by the District and the City of Corona. The work shall include mapping services to develop legal description and accompanying plats for Class 1 Multi-use Path & Natural Surface Trail within USACE properties and in the format requested by the USACE. This task understood to include the following elements and quantities:

- One set Permanent Trail Easement legal description and exhibit
- One set Slope and Maintenance Easement legal description and exhibit
- One set Temporary Construction Easement legal description and exhibit

Limits of the easements will be calculated from design CADD files or as-built survey data.

**Deliverables:** Trail, slope, and temporary construction easements for USACE properties

**TASK K – ADDITIONAL PLAN PREPARATION****K.1 Supplemental Trail Improvement Plans**

The Michael Baker Team will prepare additional plan for the extension of the trail plans. In general, the trail extension and additional plans shall include:

1. Trail extension along the river from the Orange County Water District (OCWD) property at Bluff Street and Stagecoach Drive to the connection to the River Road Bridge. A length of approximately 7,240 feet (8 plan and profile sheets)
2. Easterly trail extension from Prado Basin Road to Dearborn Street in Eastvale. A length of approximately 4,550 feet ( 5 plan and profile sheets), and new bridge structure (7 sheets)
3. Natural surface trail modifications along the Auxiliary Dike, approximately 800 feet (2 sheets).
4. Phased connection to and through Butterfield Park, approximately 5,100 feet (6 plan and profile sheets) and new bridge structure (3 sheets)

This task shall also include the preparation of plans for the associated improvements along the trail including the gabion retaining walls (4 sheets), storm drain facilities, and connections, and dike modifications.

**Deliverables:** Supplemental trail plans (anticipated 35 sheets)

**K.2 Water, Sewer, and Electrical Plans (at Staging Area)**

The Michael Baker Team shall prepared plans for the domestic water line, sewer line and lift station, and electrical service for the staging area. The water line will include a flow meter and backflow prevention device as required. It is assumed that a 2" service will be required. The size and horizontal alignment of the proposed water line and the size of the flow meter will be finalized in the design process. The water line will be sized to include both domestic water delivered to the proposed restroom facility and irrigation water. The sewer facilities include a gravity sewer pipeline to connect to the restroom interior plumbing facilities, a lift station, a force main, and connection the existing City manhole. The electrical plans include a new 120/240 volt single phase metered electrical service line and equipment. This task shall also include coordination with the Electrical Utility.

**Deliverables:** Water, sewer, and electrical plans (anticipated 11 sheets)

**K.3 Modifications to Staging Area Improvement Plans**

The Michael Baker Team will modify the staging area plans based on the recommendations from the updated staging area concept plan (Task J.2). The plans shall include hardscape, landscape and irrigation sheets based on the revisions developed in Task J.2.

**Deliverables:** Staging Area plans

**TASK L – PHASED CONSTRUCTION DOCUMENT SUBMITTAL AND APPROVALS**

**L.1 Phased Construction Plans**

The Michael Baker Team will prepare separate trail improvement plans for up to five (5) separate phases for the phased construction of the project improvements. Each phase shall be a stand-alone construction documents package including trail plans, specifications, and cost estimates. The phases shall be developed in conjunction with the District and associated agencies. Michael Baker will process the completed phased documents for the purpose of securing appropriate approvals and permits from the District, Cities and agencies.

**Deliverables:** Separate construction document packages for up to 5 construction phases

**M – PROFESSIONAL COST ESTIMATING SERVICES**

**M.1 Phased Construction Cost Estimates**

Michael Baker Team member Cumming Clarke will provide additional professional cost estimating services to develop phased construction cost estimates for all work based on each of the phased construction documents. The cost estimates will be completed at the complete 95% and 100% plan submittals and will include a statement of probable cost on completion which will include items such as permitting fees, utility connection fee, and all other costs anticipated with the implementation of the project for each of the project phases.

**Deliverables:** Engineer's Phased Construction Cost Estimates at 95% and 100% submittals

## “Exhibit B” Compensation

November 2, 2015

Consultant agrees to perform the Additional Work Request as described in Exhibit “A”. Client agrees to compensate Consultant for such services as follows:

<u>Task Item</u>	<u>Subtotal</u>	<u>Task Total</u>
<b>Task I – Enhanced Project Management and Permitting</b>		<b>\$66,552</b>
I.1 Project Management	\$44,100	
I.2 USACE 408 Permit Coordination	\$22,452	
 <b>Task J – Supplemental Design and Engineering</b>		 <b>\$139,240</b>
J.1 Geotechnical Investigation and Analysis	\$14,200	
J.2 Auto Center Drive Staging Area Modifications	\$8,414	
J.3 Auto Center Drive Staging Area Utility Connections	\$14,140	
J.4 Gabion Retaining Wall Design	\$5,972	
J.5 Butterfield Park Interim Connection Design	\$19,422	
J.6 OCWD Trail Easements	\$43,560	
J.7 USACE Trail Easements	\$33,532	
 <b>Task K – Additional Plan Preparation</b>		 <b>\$201,106</b>
K.1 Supplemental Trail Improvement Plans	\$134,205	
K.2 Water, Sewer, and Electrical Plans (at Staging Area)	\$44,794	
K.3 Modifications to Staging Area Plans	\$22,107	
 <b>Task L – Phased Construction Document Submittal and Approval</b>		 <b>\$24,555</b>
L.1 Phased Construction Plans	\$24,555	
 <b>Task M – Professional Cost Estimating Services</b>		 <b>\$9,248</b>
M.1 Phased Construction Cost Estimates	\$9,248	
	Subtotal	\$440,701
	Reimbursable Printing and Deliverables	<u>\$0.00</u>
	<b>TOTAL PROFESSIONAL FEES</b>	<b>\$440,701</b>

**NOTES:**

Progress billings will be forwarded to Client on a monthly basis. These billings will include the fees earned for the billing period, plus all direct costs advanced by Consultant. Client shall make every reasonable effort to review invoices within (15) working days from the date of receipt of the invoices and notify Consultant in writing of any particular item that is alleged to be incorrect.

**Reliance on Documents or Reports Prepared by Others** – In performing our services herein, it is anticipated that RBF will receive information prepared or compiled by others; therefore, Michael Baker makes no claims as to the accuracy and/or completeness of information relied without independent evaluation or verification.



**SECOND 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 & DBA FIRST CARBON SOLUTIONS**

THIS **SECOND AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT FOR ENVIRONMENTAL SERVICES** ("Second Amendment"), dated as of \_\_\_\_\_, is entered into by and between THE RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, a special district, ("District"), and FCS International, Inc, a California corporation, DBA Michael Brandman Associates and DBA First Carbon Solutions ("Consultant"), 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. That certain First Amendment to the Original Agreement dated December 15, 2015 was entered into between the Consultant and the Riverside County Regional Park and Open-Space District, as the beneficiary and successor to the Original Agreement, whereby the term for the period of performance was extended and notice requirements were added for tracking the term period of the Original Agreement.

C. The District has determined that additional environmental services are needed for development of the overall Santa Ana River Trail Project: Prado-Norco-Eastvale Segment.

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

E. The District and the Consultant now desire to amend the Original Agreement to amend the scope of work and increase the total compensation amount for the Agreement.

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

1. **DESCRIPTION OF SERVICES.** Section 1 of the Agreement is hereby amended by the following:

Consultant shall provide the following additional services ("Additional Services"): Supplemental Environmental Assessment services; coordination with regulatory agency

coordination for DBSEP and MSHCP compliance issues; Section 106 documentation and consultation; Regulatory Permitting and administrative services beyond the original scope. The detailed work description for the Additional Services and the related detailed costs per task have been outlined in the Additional Scope of Services, attached hereto as **EXHIBIT A** and by this reference incorporated herein.

2. **COMPENSATION.** Section 3 of the Agreement is hereby amended by the following:

DISTRICT shall pay the CONSULTANT for the Additional Services an amount not to exceed Eighty Seven Thousand Dollars (\$87,000) and in accordance with the terms of **EXHIBIT A**. Maximum payments by the DISTRICT to CONSULTANT shall not exceed \$87,000, including all expenses, for the Additional Services. Upon approval of this Second Amendment, the total compensation amount for all services, which includes the Original Scope of Services and the Additional Services, shall not exceed a sum total of One Hundred Seventy Six Thousand Seven Hundred Thirty Dollars (\$176,730).

3. **CAPITALIZED TERMS.** Second 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 Second 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 Second 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 Second Amendment as of the last date written below.

**DISTRICT**

RIVERSIDE COUNTY REGIONAL  
PARK AND OPEN-SPACE DISTRICT

**CONSULTANT**

FCS International, Inc  
DBA Michael Brandman Associates  
DBA First Carbon Solutions  
250 Commerce Suite 250  
Irvine, CA 92602

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

Chairman, Board of Directors

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

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

Print Name: Frank Coyle  
Title: Director

Dated: 1.25.16

**ATTEST:**

Kecia Harper-Ihem  
Clerk of the Board

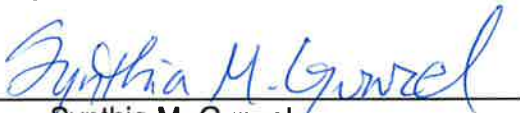
By: \_\_\_\_\_

Deputy

(Seal)

**APPROVED AS TO FORM:**

Gregory P. Priamos  
County Counsel

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



November 6, 2015

Marc Brewer  
Riverside County Regional Park and Open Space District  
4600 Crestmore Road  
Riverside, CA 92509

**Subject: 3489.0006 Santa Ana River Trail Environmental Services Budget Augment**

Dear Mr. Brewer:

Thank you for providing FirstCarbon Solutions (FCS) with the opportunity to provide environmental services for the Santa Ana River Trail project. This proposal addresses the scope and budget needed to complete the environmental program, focusing on the following elements:

- Completion of the Supplemental Environmental Assessment
- Coordination with regulatory agencies related to the DBESP and MSHCP compliance
- Completion of Section 106 Documentation and Consultation
- Completion of Regulatory Permitting – Clean Water Action Sections 401/404 and California Fish and Game Code 1600
- On-going project management

See the attachment for additional background, a detailed scope of work, and related fee proposal.

Sincerely,



Frank Coyle, Senior Project Manager  
**FirstCarbon Solutions**  
250 Commerce, Suite 250  
Irvine, CA 92602

APPROVED:

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**UNITED STATES**

Irvine  
250 Commerce, Suite 250  
Irvine, CA 92602

Los Angeles  
11755 Wilshire Blvd, Suite 1660  
Los Angeles, CA 90025

Bay Area  
1350 Treat Boulevard, Suite 380  
Walnut Creek, CA 94597

Central Valley  
7265 N First Street, Suite 101  
Fresno, CA 93720

Inland Empire  
621 E. Carnegie Drive, Suite 100  
San Bernardino, CA 92408

Sacramento  
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Westport, CT 06880

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Fax: +61 (02) 9418.7833  
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Nairobi, Kenya

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Fax: +63 (2) 775.0632 local 8050  
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Sen. Gil Puyat Avenue,  
Makati City, Metro Manila

**Malaysia**

Tel: +603 74902112  
Fax: +603 79606977  
15-7, Block A, Jaya ONE  
72A Jalan Universiti  
46200 Petaling Jaya  
Selangor, Malaysia

## **Project Background**

FirstCarbon Solutions was contracted by the County to conduct specific biological surveys and regulatory permitting for the Santa Ana River project consistent with the trail alignment evaluated in the approved US Army Corps of Engineers Environmental Assessment Prepared for the project. However, the County decided to modify the alignment, resulting in the need for supplemental biological surveys and mapping, update of the DBESP and preparation of a Supplemental Environmental Assessment. As a result, FCS was directed to divert the existing funds for these endeavors. The existing budget has been expended and additional funding is needed to complete the balance of work.

Thus, this augment focuses on the following items:

1. Completion of the Supplemental Environmental Assessment
2. Coordination with regulatory agencies related to the DBESP and MSHCP compliance
3. Completion of Section 106 Cultural Resources Documentation and Consultation
4. Completion of Regulatory Permitting – Clean Water Action Sections 401/404 and California Fish and Game Code 1600
5. On-going project management and meetings

The resulting tasks are further detailed in the section below.

## **Scope Amendment**

### **1. Supplemental Environmental Assessment**

FCS will revise Chapters 1 through 3 of the Environmental Assessment(EA) based on US Army Corps of Engineers input and then complete the Administrative Draft of the Supplemental EA. This scope of work assumes that the level of analysis required for the Supplemental EA would be similar to that for the existing approved EA. FCS will revise the Supplemental EA based on one round of comments from the County and the USACE, and support distribution of the public Supplemental EA. FCS will provide draft and final response to comments based on public review of the Supplemental EA.

### **2. DBESP and MSHCP Compliance**

FCS will finalize the DBESP and submit it to the US Fish and Wildlife Service to document MSHCP compliance. This task covers coordination with the County and regulatory agencies.

### **3. Section 106 Cultural Resources Documentation and Consultation**

FCS will complete the below described tasks to support US Army Corps of Engineers Section 106 requirements.

### **Eastern Information Center Supplemental Records Search**

As a records search was conducted by FCS for the newly proposed SART alignment in January of 2015, it is assumed that no additional records searches will be necessary at this point. However, a supplemental records search may be necessary if any of the following situations apply: 1) additional changes have been made to the alignment since the date of the most recent search, 2) a significant number of records have been submitted to the Eastern Information Center (EIC) since January, or 3) consultations with the USACE reveal the previous search radius of 0.25-mile to be insufficient.

Should a supplemental records search be deemed necessary, FCS will request or conduct an updated records search at the Eastern Information Center (EIC) located at the University of California, Riverside. The records search will include the proposed APE and a quarter mile search radius beyond the project boundaries (or a radius determined in consultation with the USACE). The record search will include a review of the National Register of Historic Places (NR), the California Register of Historical Resources (CR), the California Inventory of Historic Resources, the California Historical Landmarks, the California Points of Historical Interest listing, the Historic Property Data File (OHP current computer list, 2014), historic maps, and other pertinent historic data.

### **Native American Heritage Commission Sacred Lands File Search and Assistance with AB52 Consultation**

A letter will be sent requesting the Native American Heritage Commission (NAHC) search their Sacred Lands File and provide recommendations on any Native American concerns. From the Native American representatives list provided by the NAHC, letters will be sent to each tribal representative requesting any additional information they may have about the proposed APE. Should the letters receive a lack of response, consultations with listed tribal entities will be attempted through subsequent phone calls and/or emails to ensure that every attempt has been made to receive input. The NAHC results of the Sacred Lands File search and a matrix of communication attempts with listed tribal representatives will be included in the Phase I Cultural Resources Assessment.

FCS will be available to assist the Lead Agency in AB52 Tribal Consultation. In addition to communicating with the NAHC and listed tribal representatives regarding Sacred Lands File Search, FCS will draft letters for the City's use in reaching out to tribes who have notified the County/City that they are interested in participating in AB52 communications. An FCS archaeologist will also be made available to attend at least one round of consultation meetings either by phone or in-office, as needed.

### **Paleontological Databases and Regional Localities Searches**

FCS will request records searches of applicable paleontological databases including one or all of the following: the University of California Museum of Paleontology, Riverside County Museum, and regional localities databases. The results of the letter reports provided by these institutions will describe the underlying geological formations and their paleontologic sensitivity, disclose any known fossil localities within a given search radius, and address the potential need for mitigation measures to protect paleontologic resources.

### **Cultural Resources Pedestrian Survey**

Although a pedestrian field survey was conducted for all reaches of the Santa Ana River Trail in 2011, the current alignment exhibits significant alterations from the original footprint. The newly proposed trail deviates from the original throughout each of the nine reaches. A comparison of the 2011 and 2015 alignments indicates that roughly 80% of the original trail has been revised exhibit.

The new alignment for Reach I and Reach II is significantly changed, although mostly adjacent to the original plan. While Reach III remains largely unchanged, its western and eastern extremities will need to be surveyed. Reach IV and Reach V are essentially entirely new footprints. Reach VI and Reach VII remain largely unchanged but there are small deviations throughout as well. Roughly half of Reach VIII and Reach IX follow entirely new pathing.

As all newly proposed developments (roughly 80% of the current footprint) would need to be surveyed for cultural resources and the survey for the remaining portions of unaltered alignment (roughly 20% of the current footprint) are now 5 years old, it stands to reason that the current SART APE should be re-surveyed.

### **Optional Site Recordation**

Although considered unlikely, if additional cultural resource sites or resources are found within the APE, and if completion of DPR site forms is required, the Optional Site Recordation Task will be utilized. The cost for recording individual sites is highly dependent on what is found, but \$500 is the minimum charge for recording previously unrecorded sites.

### **Preparation Section 106 Cultural Resources Assessment**

The Section 106 Cultural Resources Assessment will detail the results of the field investigation, record searches, building evaluations, and any additional resources discovered. This report will meet Office of Historic Preservation (OHP) standards for Phase I Cultural Resource studies and comply with Section 106 of the NHPA for federal level reporting standards. The Section 106 Cultural Resources Assessment will include recommendations for further study and/or mitigation within the APE, as needed.

### **USACE Coordination and Consultations**

An FCS archaeologist will consult with USACE planning representatives in order to determine the desired definitions of the horizontal and vertical APE for the Santa Ana River Trail alignment. FCS will also reach out to USACE with the proposed plans for conducting a revised pedestrian survey in order to ensure compliance with the desires of the Lead Agency. If the new alignment has the potential to disturb previously recorded resources, or if previously unrecorded resources are encountered during the course of the pedestrian survey, FCS and USACE will work together to determine a sufficient course of avoidance or applicable mitigation measures. During the report preparation task, FCS will be in communication with USACE to ensure compliance and reporting standards.

## 4. Completion of Regulatory Permitting

### Literature Review

Existing information including maps, aerial photographs, documents, and correspondence relative to the properties will be reviewed and analyzed. Data to be reviewed for the project site includes, but is not limited to:

- Existing documentation and studies of the biological resources within the immediate vicinity of the site;
- United States Geological Service (USGS) topographic maps and current aerial photos will be reviewed for evidence of United States Army Corps of Engineers (USACE) or CDFW jurisdictional areas pursuant to Section 404 of the Clean Water Act and Section 1602 of the California Fish and Game Code.
- Resource agencies, including U.S. Fish and Wildlife Service (USFWS) and CDFW, who have jurisdiction over the property, will be contacted for updated information pertinent to the property, if necessary.

### Conduct Formal Jurisdictional Delineation Assessment

It is recommended that a formal jurisdictional delineation be conducted due to the project description, alignment, and potential change in site conditions and uses since the original biological assessment. As a result, FCS proposes to conduct a formal USACE Jurisdictional Delineation.

Using the most recent aerial imagery available, FCS will identify the features on-site that are potentially subject to the jurisdiction of the USACE, Regional Water Quality Control Board (RWQCB). Subsequently, FCS will conduct a field jurisdictional delineation at the site to update the features identified, measure the jurisdictional areas subject to the each of the agencies, and use a GPS system to map the jurisdictional areas.

The jurisdictional delineation for the USACE and RWQCB will be conducted in accordance with the USACE Wetlands Delineation Manual (1987), the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0) (2008), and the A Field Guide to the Identification of the Ordinary High Water Mark (OHWM) in the Arid West Region of the Western United States (2008). Methods include sampling soil and documenting vegetation and hydrology to fill out the USACE Data Form, and walking the drainages to fill out the OHWM report documentation page. The jurisdictional delineation for CDFW will be determined by the presence of hydrophytic vegetation, the location of a definable bed and bank, and the presence of associated wildlife or fish resources. The boundaries of these jurisdictions will be mapped using an appropriate scale. Civil surveys of any delineated areas are not covered in this scope of work.

### **Preparation Draft Preliminary Jurisdictional Delineation Report**

The Draft Preliminary Jurisdictional Delineation (PJD) will be prepared that outlines USACE Jurisdictional areas and will detail the results of field investigation. The PJD will include GIS Maps of the potential jurisdictional areas, potential impacts and recommendations.

### **Preparation Draft CDFW Jurisdictional Delineation Report**

The Draft Jurisdictional Delineation (CDFW) will be prepared that outlines CDFW Jurisdictional areas and will detail the results of field investigation. The draft report will include GIS maps of the potential jurisdictional areas, potential impacts and recommendations.

### **Final PJD and CDFW Delineation Reports**

Following the City's review of the PJD and CDFW reports, FCS will prepare final drafts to be submitted with permit applications.

### **Permit Applications and USACE/CDFW Coordination and Consultations**

Following the review of existing information, informal consultation with CDFW and USACE will be conducted by FCS to describe the existing conditions and proposed impacts of the project to determine the appropriate course of action to obtain the appropriate permit for the project. Based on this information and the final jurisdictional reports, FCS will prepare USACE 404, RWQCB 401, and CDFW 1602 permit applications for submission. During the report preparation task, FCS will be in communication with USACE to ensure compliance and reporting standards as well as consult with regulatory agencies to determine a sufficient course of avoidance or applicable mitigation measures.

## **5. Project Management and Meetings**

This task supports on-going project management, participation in regular progress meetings and needed coordination meetings.



## Schedule and Fees

Estimated fees for technical studies are identified below. The proposed fee is based on the scope of work described above, and includes all labor and direct costs.

Task	Fee
<b>Professional Labor</b>	
1. Supplement Environmental Assessment	\$25,000
2. DBESP and MSHCP Compliance	\$8,000
3. Section 106 Cultural Resources Documentation and Consultation	\$12,000
4. Completion of Regulatory Permitting	\$25,000
5. Project Management	\$12,000
<i>Total Professional Labor</i>	<i>\$82,000</i>
Direct Costs	\$5,000
<b>Total</b>	<b>\$87,000</b>

## Assumptions

- The above cost is based on the following assumptions:
- Access and permission to enter the above described project area must be granted to FCS in writing prior to field surveys.
- The fee is valid for up to 90 days from the date of this scope, after which it may be subject to revision.
- This price is based upon completion of the work within the proposed schedule. If delays occur, an amendment of the price would be warranted to accommodate additional project management and other costs, and to reflect adjustments for updated billing rates.
- Costs have been allocated to tasks, based upon FCS's proposed approach. During the work, FCS may, on its sole authority, re-allocate costs among tasks and/or direct costs, as circumstances warrant, so long as the adjustments maintain the total price within its authorized amount.
- Any required species-specific focused surveys or jurisdictional waters/wetland delineation will require an additional scope of work and approved cost estimate.

- FCS will not be responsible for survey delays due to unsuitable survey conditions (weather) or unsafe conditions.
- Direct Costs associated with the tasks described above include mileage for travel to the site, administrative costs for processing the contract and reports, GIS/reprographics and postage.