



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



ITEM
13.3
(ID # 7410)

MEETING DATE:
Tuesday, July 17, 2018

FROM : REGIONAL PARK & OPEN SPACE DISTRICT:

SUBJECT: REGIONAL PARK AND OPEN-SPACE DISTRICT: Santa Ana River Trail: Corona, Norco, Eastvale, and Segment State Route 71 (Prado Dam) to Hidden Valley Wildlife Area Engineering & Design Consulting Services Agreement- Amendment 3, 1st & 2rd District, [\$327,873]; Development Impact Fees 100%; 4/5 Vote

RECOMMENDED MOTION: That the Board of Directors:

1. Approve Third (3rd) Amendment to the consultant agreement between the Riverside County Regional Park and Open-Space District and Michael Baker International (formerly RBF), for expanded engineering, design and project coordination services for the Santa Ana River Trail: Corona, Norco, Eastvale, and Segment State Route 71 (Prado Dam) to Hidden Valley Wildlife Area; and
2. Authorize the Chairman of the Board to execute the Amendment on behalf of the District; and
3. Authorize the General Manager, or designee, to take all actions necessary to administer the Agreement and execute future ministerial amendments that do not fundamentally change the scope or intent of the original agreement; and
4. Direct the Clerk of the Board to return four (4) copies of the executed Amendment to the District; and
5. Approve and direct the Auditor-Controller to make the budget adjustments shown on Schedule A.

ACTION: Policy, 4/5 Vote Required

Scott Bangle, Director, General Manager / Park Director 6/27/2018

MINUTES OF THE BOARD OF DIRECTORS

On motion of Director Ashley, seconded by Director Perez and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Washington, Perez and Ashley
Nays: None
Absent: Tavaglione
Date: July 17, 2018
xc: Parks, Auditor

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$327,873	\$ 0	\$ 327,873	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Development Impact Fees (DIF) 100%			Budget Adjustment:	Yes
			For Fiscal Year:	18/19

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Santa Ana River Trail project involves multiple agencies from Riverside and Orange counties, Federal and State governmental agencies, Cities and local special interest groups. It has included extensive environmental work, design and engineering, and project coordination efforts. This amendment provides planning, engineering support, and project management coordination 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 providing the user an enhanced natural recreational experience and a safer trail.

On November 6, 2012 by Minute Order 13.1 your honorable board approved and authorized an agreement between Michael Baker International Inc. (formerly RBF Consulting) and the District to provide consultant services for design, engineering, and project coordination to the development of the Santa Ana River Trail from the Prado Basin to Hidden Valley Wildlife Area. This agreement was amended on December 15, 2015 by Minute Order 13.3 to extend the period of performance. It was amended for a second time on February 9, 2016 by Minute Order 13.1 to expand the scope of services provided.

The District has identified additional needs for the project and now wishes to amend the original agreement to include engineering support and project coordination for the preparation and processing of the final construction documents and permits for the Santa Ana River Trail project, Phases 1 and 2B. This additional work effort includes the preparation of additional trail improvements, geotechnical investigation and recommendations, legal descriptions and exhibits, enhanced project management, and coordination, meetings, and support during the preparation and processing of the construction documents. The detailed work description for the Additional Services is attached as Exhibit A. The detailed work cost proposal with supporting fee breakdown for the Additional Services is attached as Exhibit B.

County Counsel reviewed and approved the amendment as to form.

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 provide trail connections into both Orange and San Bernardino Counties, providing them opportunity to use and explore approximately 110 miles of trail. Additionally, the completed trail is designed as an alternative

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

transportation route between the three counties which may help reduce greenhouse gas emissions.

ADDITIONAL FISCAL INFORMATION:

The original agreement with Michael Baker International was for \$1,355,466. The Second Amendment to that agreement added \$440,701. The Third Amendment, now proposed, would add \$327,873 for a total cost of \$2,124,040.

The original agreement and second amendment are funded entirely by Coast Conservancy grant funds. This third amendment as proposed will be funded entirely by Development Impact Fees.

ATTACHMENTS:

Third Amendment to MBI Agreement
Attachment A – Budget Adjustment
Exhibits A & B




Sandy Armijo

6/28/2018



Nehini Dasika, Principal Management Analyst

7/9/2018



Gregory V. Priamos, Director County Counsel

7/3/2018

ATTACHMENT A

Santa Ana River Trail: Corona, Norco, Eastvale, and Segment State Route 71 (Prado Dam) to Hidden Valley Wildlife Area Engineering & Design Consulting Services Agreement- Amendment 3, 1st & 2rd District; [\$327,873]; Development Impact Fees 100%

Increase Appropriations for FY18-19:

33120- 931800- 542120 Improvements-Infrastructure \$ 327,873

Increase Estimated Revenue for FY18-19:

33120- 931800- 790600 Contrib Fr Other County Funds \$ 327,873

**THIRD 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 **THIRD AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT FOR ENGINEERING AND DESIGN SERVICES** ("Second Amendment"), dated as of July 17, 2018, 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. That certain Second Amendment to the Original Agreement dated February 9, 2016 was entered into between the Consultant and the District, whereby the scope of work was amended and compensation was increased.
- D. 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.
- E. The Original Agreement together with the First Amendment, Second Amendment, and this Third Amendment are collectively referred to herein as the "Agreement".
- F. The Parties now desire to amend the Original Agreement to further 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:

JUL 17 2018 13.3D

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 engineering support and project coordination for the preparation and processing of the final construction documents and permits for the Santa Ana River Trail project, Phases 1 and 2B. This additional work effort includes the preparation of additional trail improvements, geotechnical investigation and recommendations, legal descriptions and exhibits, enhanced project management, and coordination, meetings, and support during the preparation and processing of the construction documents. 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 Three Hundred Twenty Seven Thousand Eight Hundred Seventy Three Dollars (\$327,873) in fiscal year 2018/2019. Maximum payments by the DISTRICT to CONSULTANT shall not exceed \$327,873 including all expenses. Upon approval of this Third 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 Two Million One Hundred Twenty Four Thousand Forty Dollars (\$2,124,040).

3. CAPITALIZED TERMS. Third 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 Third 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 Third Amendment to Agreement shall not be binding or consummated until its approval by the District Board of Directors and fully executed by the Parties.

///
///
///

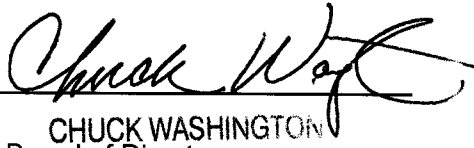
[Signature Provisions on Following Page]

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the last date written below.

DISTRICT

RIVERSIDE COUNTY REGIONAL
PARK AND OPEN-SPACE DISTRICT

Signature: _____



CHUCK WASHINGTON
Chairman, Board of Directors

Dated: JUL 17 2018

CONSULTANT

Michael Baker International Inc.
5 Hutton Centre Drive, Suite 500
Santa Ana, CA 92707

Signature: _____

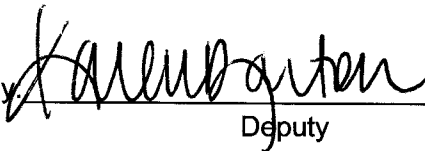


Dated: 6/20/18

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: _____



Deputy

(Seal)

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: _____



Kristine Bell-Valdez
Supervising Deputy County Counsel

May 16, 2018

JN 133668

Mr. Scott Bangle
Riverside County Regional Park & Open-Space District
4600 Crestmore Road
Jurupa Valley, CA 92509

Subject: Santa Ana River Trail, Corona-Norco-Eastvale Segment
Additional Work Request No. 3

Dear Mr. Bangle:

Michael Baker International (Michael Baker) appreciates the opportunity to submit this additional work request to provide additional engineering support and project coordination for the preparation and processing of the final construction documents and permits for the Santa Ana River Trail project, Phases 1 and 2B. This additional work effort includes the preparation of additional trail improvements, geotechnical investigation and recommendations, legal descriptions and exhibits, enhanced project management, and coordination, meetings, and support during the preparation and processing of the construction documents.

Our proposed Additional Work Request No. 3 and Compensation documentation is attached as Exhibits "A" and "B." These exhibits define our efforts and the fees associated with these tasks. We appreciate the opportunity to submit this additional work request and look forward to working with you to provide professional services on this project. Should you have any questions, please do not hesitate to contact me by phone at 949-855-5708, or by email at carriedavis@mbakerintl.com.

Sincerely,



Carrie L. Davis, PE
Senior Associate

cc: Michael Bruz, Michael Baker International

Attachments: Exhibit A – Additional Work Request
Exhibit B – Compensation

H:\pdata\133668\Admin\Contract\Add No. 3\133668 - SART 1 Addendum 3.docx

“Exhibit A” Additional Work Request No. 3

May 16, 2018

The Riverside County Regional Parks and Open Space District (Client) and Michael Baker for mutual consideration hereinafter set forth, and agree as follows:

TASK N – PROJECT MANAGEMENT

N.1 Project Management

Michael Baker will continue our lead role in the overall project management and coordination with consultant firms and Agencies working on the project. This includes 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 First Carbon Solutions and LSA to facilitate environmental clearance.
- Coordinate with the District, the Cities, USACE, and other Agencies to facilitate project delivery.
- Document project decisions and distribute correspondence copies to Project Team members as appropriate.

Deliverables: Project Management and Coordination

TASK O – SUPPLEMENTAL DESIGN AND ENGINEERING

O.1 Geotechnical Investigation and Analysis

Diaz Yourman, as a subconsultant to Michael Baker, will 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 Santa Ana River to River Road Bridge, and the easterly trail extension from Prado Basin Park Road to Dearborn Street. A total of four (4) additional borings are proposed to support the design of the trail improvements.

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

O.2 OCWD License Agreement

Michael Baker will coordinate the preparation and execution of a License Agreement between Riverside County Transportation Commission and the Orange County Water District to provide access to OCWD property along Phase 2B. The primary purpose of the license agreement is to allow access for Diaz Yourman to conduct additional borings to support the trail design, but will also serve to provide access to other team members such as LSA.

Deliverables: License Agreement between RCTC and OCWD

O.3 OCWD Trail Legal Descriptions and Exhibits

Michael Baker will prepare legal descriptions with exhibits and temporary construction easement exhibits

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

- One set of Permanent Trail Easement legal description and exhibit
- One set of Temporary Construction Easement – graphical exhibits only

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

Deliverables: Permanent and temporary construction easements for OCWD properties

O.4 Field Survey (At revised tie-in locations)

Michael Baker will perform a topographic field survey to support the design of the improvements at the revised tie-in locations for Phase 1 and 2B. Topography will include locations and elevations of roadway facilities and appurtenances required for final design purposes, and are intended to supplement existing available topography.

Deliverables: Design Survey

TASK P – FINAL PS&E (PHASES 1 AND 2B)

P.1 Final PS&E (Phase 1)

Michael Baker will complete final plans, specifications, and estimates (PS&E) for Phase 1. We will obtain final approval from the City of Eastvale. In general, this task includes:

- Upon completion of the environmental document, the City of Eastvale will continue their review of the Phase 1 plans. Michael Baker will receive comments from the City, and the PS&E will be updated and resubmitted accordingly. It is anticipated that this will be the final submittal and that the plans will be approved for bidding.
- Michael Baker will provide technical support as needed to secure the Conditional Use Permit required for Phase 1. It is assumed that RCTC will take the lead on the preparation of the required documentation and processing for the permit and that Michael Baker will provide technical support only.
- Phase 1 plans will be updated to incorporate geotechnical recommendations to be provided by Diaz Yourman per Task O.1 above.
- Phase 1 plans will be updated to address comments received from a constructability review conducted by RCTC.
- The project technical specifications and cost estimate of Phase 1 will be updated prior to final submittal of PS&E for bidding.

P.2 Final PS&E (Phase 2B)

Michael Baker will complete the final PS&E for Phase 2B. We will obtain final approval from the City of Corona. Plans will also be submitted to the City of Norco as a courtesy to solicit their input on the tie-in location at River Road. In general, this task includes:

- Michael Baker will respond to review comments previously received by the City of Corona on the

Phase 2B plans. One additional round of review comments is anticipated with this task. The PS&E will be updated and resubmitted for final approval for bidding.

- Michael Baker will submit Phase 2B plans to the City of Norco as a courtesy to solicit their input on the tie-in location at River Road. It is anticipated that the City will provide comments that will impact the existing striping and curb ramps. This task assumes preparing one intersection detail sheet that addresses City comments, including modification of two curb returns and new crosswalk striping.
- Phase 2B plans will be updated to incorporate geotechnical recommendations to be provided by Diaz Yourman per Task O.1 above.
- Phase 2B plans will be updated to address comments received from a constructability review conducted by RCTC.
- The project technical specifications and cost estimate of Phase 2B will be updated prior to final submittal of PS&E for bidding.

Deliverables: Final PS&E for Phases 1 and 2B

TASK Q – BIDDING AND CONSTRUCTION SUPPORT

Q.1 Bidding and Construction Support (Phase 1)

RE Pending File

Michael Baker will prepare the RE Pending File as required per Caltrans requirements described in the Project Development Procedures Manual. At a minimum the following items will be provided:

- Quantity Calculations
- Final Environmental Document and Mitigation Measures
- Geotechnical Reports
- Drainage Reports
- Agreements and Permits

Response to Bidders' Inquiries

During the bidding phase, Michael Baker will draft responses to bidders' inquiries as requested by the Client. The Client will be responsible for preparation of bid addenda documents submitted to prospective bidders.

Pre-Construction Meeting

Michael Baker will attend one pre-construction meeting called by the Client. It is assumed that the Client or its representative will prepare meeting materials, agendas, and minutes from the meeting. The Client or its representative will send invitations to meeting attendees. Michael Baker will provide two attendees to the meeting to answer bidders' questions or to augment the project description as needed.

Respond to Inquiries/Requests for Information

Michael Baker will provide response to Contractor's requests for information (RFI's) about the plans and specifications forwarded by the Client. This task includes conferring with the Resident Engineer or its representative regarding RFI's as appropriate.

Shop Drawing and Submittal Review

Michael Baker will review submittals and shop drawings related to the project for conformance with the plans and specifications and make recommendations for acceptance, denial, or re-submittal. Submittal reviews will be completed within five (5) business days. The fee is based upon one review of each submittal and one back-check of re-submittals. Incomplete submittals will not be accepted for initial review. Multiple reviews of re-submittals, which do not adequately address the initial review comments, are not included in the fee. The following items are included in the scope of this task:

- Wood fencing
- Gabions
- Pipe gates
- Tubular handrails
- Concrete mix designs (Bridge Abutments)
- Prefabricated Bridge Superstructure

Site Visits/Field Meetings

Michael Baker will visit the job site as requested by the Client or its representative to respond to Contractor or Client initiated inquiries or clarifications. Regularly scheduled construction observation is specifically excluded from this scope of work.

Record Drawings

Following the completion and acceptance of the project, Michael Baker will furnish the Client with a complete set of revised full size reproducible as-built plans. Revisions will be based solely on as-built information provided by the Client or its representative. Michael Baker assumes no responsibility for the accuracy of the information provided by the Client or its representative.

Q.2 Bidding and Construction Support (Phase 2B)

RE Pending File

Michael Baker will prepare the RE Pending File as required per Caltrans requirements described in the Project Development Procedures Manual. At a minimum the following items will be provided:

- Quantity Calculations
- Final Environmental Document and Mitigation Measures
- Geotechnical Reports
- Drainage Reports
- Agreements and Permits

Response to Bidders' Inquiries

During the bidding phase, Michael Baker will draft responses to bidders' inquiries as requested by the Client. The Client will be responsible for preparation of bid addenda documents submitted to prospective bidders.

Pre-Construction Meeting

Michael Baker will attend one pre-construction meeting called by the Client. It is assumed that the Client or its representative will prepare meeting materials, agendas, and minutes from the meeting. The Client or its representative will send invitations to meeting attendees. Michael Baker will provide two attendees to the meeting to answer bidders' questions or to augment the project description as needed.

Respond to Inquiries/Requests for Information

Michael Baker will provide response to Contractor's requests for information (RFI's) about the plans and specifications forwarded by the Client. This task includes conferring with the Resident Engineer or its representative regarding RFI's as appropriate.

Shop Drawing and Submittal Review

Michael Baker will review submittals and shop drawings related to the project for conformance with the plans and specifications and make recommendations for acceptance, denial, or re-submittal. Submittal reviews will be completed within one week. The fee is based upon one review of each submittal and one back-check of re-submittals. Incomplete submittals will not be accepted for initial review. Multiple reviews of re-submittals, which do not adequately address the initial review comments, are not included in the fee. The following items are included in the scope of this task:

- Wood fencing
- Wood bollard
- Pipe gates

Site Visits/Field Meetings

Michael Baker will visit the job site as requested by the Client or its representative to respond to Contractor or Client initiated inquiries or clarifications. Regularly scheduled construction observation is specifically excluded from this scope of work.

Record Drawings

Following the completion and acceptance of the project, Michael Baker will furnish the Client with a complete set of revised full size reproducible as-built plans. Revisions will be based solely on as-built information provided by the Client or its representative. Michael Baker assumes no responsibility for the accuracy of the information provided by the Client or its representative.

“Exhibit B” Compensation

May 16, 2018

Michael Baker agrees to perform the Additional Work Request No. 3 as described in Exhibit “A”. Client agrees to compensate Michael Baker for such services as follows:

Task Item	Subtotal	Task Total
Task N – Project Management		\$68,312
N.1 Project Management	\$68,312	
 Task O – Supplemental Design and Engineering		 \$51,617
O.1 Geotechnical Investigation and Analysis	\$11,777	
O.2 OCWD License Agreement	\$1,960	
O.3 OCWD Trail Legal Descriptions and Exhibits	\$19,880	
O.4 Field Survey (At revised tie-in locations)	\$18,000	
 Task P – Final PS&E (Phases 1 and 2B)		 \$118,020
P.1 Final PS&E (Phase 1)	\$54,250	
P.2 Final PS&E (Phase 2B)	\$63,770	
 Task Q – Bidding and Construction Support		 \$82,114
Q.1 Bidding and Construction Support (Phase 1)	\$43,642	
Q.2 Bidding and Construction Support (Phase 2B)	\$38,472	
	Subtotal	\$322,873
	Reimbursable Printing and Deliverables	<u>\$5,000</u>
	TOTAL PROFESSIONAL FEES	\$327,873

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. Client shall pay invoices within 30 days of receipt.

Reliance on Documents or Reports Prepared by Others – In performing our services herein, it is anticipated that Michael Baker 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.