

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 13.1
(ID # 13802)

Tuesday, February 09, 2021

FROM: Regional Parks and Open Space District:

SUBJECT: REGIONAL PARK AND OPEN-SPACE DISTRICT: Approve and Execute the Professional Services Agreement for Environmental Services between the Riverside County Regional Park and Open-Space District and Chambers Group for the Kabian Memorial Park Off-Highway Vehicle Restoration Project; District 1, [\$112,225]; [Park Acquisition & Development-Grants Fund 33110 100%] Clerk to File Notice of Exemption

RECOMMENDED MOTION: That the Board of Directors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15262- Feasibility and Planning Studies;
2. Approve PKARC-225 Addendums No. 1 & No. 2 to the project bid documents issued prior to the August 17, 2020 bid opening;
3. Waive any minor irregularities, and accept the low bid submitted by Chambers Group (Chambers), in the sum amount of \$112,225;
4. Award the Professional Services Contract for Environmental Consulting Services to Chambers Group of Santa Ana, California, for Roy W. Kabian Memorial Park Off-Highway Vehicle Restoration Project in the amount of \$112,225; and authorize the Chairman of the Board of Directors for the Regional Park & Open-Space District (RivCoParks) to execute the contract documents;

Continued on Page 2

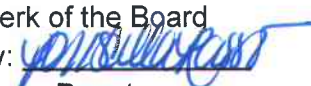
ACTION: Policy


Kyla R. Brown, General Manager 2/2/2021

MINUTES OF THE BOARD OF DIRECTORS

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: February 9, 2021
xc: Parks, Record

Kecia R. Harper
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Directors:

5. Authorize the General Manager, or their Designee, to approve and execute amendments to the Agreement that have been approved by County Counsel, as required to complete the project that do not change the substantive terms of the agreement, or increase compensation more than ten percent (10%);
6. Direct the Clerk of the Board to return three (3) executed copies of the Agreement to RivCoParks; and
7. Direct the Clerk of the Board to file the Notice of Exemption within five (5) days of approval by the Board.

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$112,225	\$0	\$112,225	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: Park Acquisition & Development-Grants Fund 33110 100%			Budget Adjustment:	No
			For Fiscal Year:	20/21

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On March 10, 2020, per minute order 13.2, your honorable Board authorized the acceptance of grant funds from the State of California, Department of Parks and Recreation for Off-Highway Vehicle Recreation Division (State Parks), for habitat restoration at Roy W. Kabian Memorial Reserve (Kabian Park).

Grant funds have been awarded for a two-phased project – the first phase for Environmental Services to develop the Initial Study of the restoration project, and target species studies for habitat restoration, such as Quino Checkerspotted butterfly, Stephen’s Kangaroo Rat, and California Gnatcatcher (Proejct). All are listed as endangered/threatened by the United States Department of Fish and Wildlife.

Upon completion of Phase 1, RivCoParks will commence Phase 2 to complete the habitat restoration as prescribed by the grant.

On August 17, 2020, RivCoParks posted and released bid PKARC-225-Environmental Consulting Services for the Kabian Park Project. The bid was to seek environmental consulting services to complete an initial study and environmental assessment for CEQA compliance. Activities include appropriate public contact/meetings and noticing, production of maps, necessary surveys, AB 52 Noticing Facilitation, and completion of Initial Study/Negative Declaration or Mitigated Negative Declaration as required.

A Pre-Bid meeting held on August 27, 2020, at 9:00 am at Kabian Park, 28001 Goetz Road. Quail Valley, CA 92587. PKARC-225 closed on September 18, 2020 and four proposals were received.

Impact on Citizens and Businesses

The proposed Project will restore dwindling native habitat for several endangered and threatened species, helping to preserve their populations for future generations. It will also improve safety for users utilizing Kabian Park for authorized activities, such as hiking, by further limiting and discouraging illegal off-highway motorized vehicle use.

Contract History and Price Reasonableness

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RivCoParks received four proposals from the following bidders, Chambers Group (\$112,225), MEG/Associates (\$165,259.50), ELMT (\$178,519), and IEC (\$188,825). The Proposal Evaluation Committee met on September 30, 2020, and determined Chambers Group, INC. to be the lowest, most responsive, and responsible bidder for the Environmental Consulting Services Kabian Park Project.

California Environmental Quality Act

An environmental study and special species studies is being conducted in preparation for environmental and habitat restoration project. This activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This activity is to prepare for the project which will be subject to CEQA.

A Notice of Exemption has been prepared.

Attachments

PKARC – 225 Addendums No. 1 and No. 2
PKARC – 225 Approved Bid Packet
Professional Services Agreement
Notice of Exemption


Douglas Cordonez Jr.


2/2/2021


Gregory L. Priapos, Director County Counsel 2/2/2021

To: County Clerk
County of: Riverside
2724 Gateway Drive
Riverside, CA 92507

From: (Public Agency)
Riverside County Regional Park & Open-Space
District
4600 Crestmore Road, Jurupa Valley, CA 92509

Project Title: Environmental Consulting Services for Roy W. Kabian Memorial Park Restoration Project

Project Applicant: Riverside County Regional Park & Open-Space District

Project Location-Specific: 28001 Goetz Road, Quail Valley, CA 92587

Project Location-City: Menifee/Quail Valley

Project Location-County:Riverside

Description of Nature, Purpose and Beneficiaries of Project: The Riverside County Regional Park and Open-Space District (District) was awarded a grant to provide off-highway vehicle (OHV) restoration and habitat restoration at Roy W. Kabian Memorial Park (Project). This activity will serve to prepare the specific species and initial study for the project which will be subject to CEQA as it is over 5 acres of restoration work.

Name of Public Agency Approving Project: Riverside County Regional Park & Open-Space District

Name of Public Agency Carrying Out Project: Riverside County Regional Park & Open-Space District

Exempt Status: (check one):

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project 9Sec. 21080(b)(4); 15269 (b)(c));
- Categorical Exemption. State type and section number: **15306 – Information Gathering**
- Statutory Exemptions. State code number: **15262 Feasibility & Planning Studies**

Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.
2/11/21 Date YPR Initial

Reasons why project is exempt:

An environmental and special species study (Study) is being conducted in preparation for a potential environmental and habitat restoration project ("Potential Future Project"). Approving this Study will not further the Potential Future Project but advise the District on next course of action for satisfying the requirements of CEQA. Information gathering will take place over the course of 132 weeks by environmental consultants developing an Initial Study on the impact OHV use and subsequent restoration has had on targeted species 1) California Gnat-Catcher 2) Quino Checkerspot Butterfly and

Stephens Kangaroo Rat. The Potential Future Project has not been approved, adopted or funded and does not need a Negative Declaration or EIR at this stage, and the action currently being approved does not have a legally binding effect on any future actions.

Lead Agency Contact: Analicia Gomez

Phone Number: 951-955-6998

If Filed by Applicant:

- 1. Attach certified document of exemption finding.
- 2. Has a Notice of Exemption been filed by the public agency approving the project? Yes
No

Signature: 

Date: 1/25/2021 Title: Senior Park Planner

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.

Date Received for Filing at OPR:

Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

**RIVERSIDE COUNTY REGIONAL
PARK AND OPEN-SPACE DISTRICT
PKARC-225**



ADDENDUM NO. 1
August 19, 2020

By:
Luis Medina, Buyer II
Riverside County Regional Park and Open-Space District
4600 Crestmore Road
Jurupa Valley, CA 92509
Telephone: (951) 955-4726
Email: lumedina@rivco.org

ADDENDUM NO. 1 TO RFQ # PKARC-225

1. This addendum is considered to be part of the RFQ. All other terms of the RFQ remain unchanged and in effect. This addendum is intended to provide additional information and/or to change requirements in the above referenced RFQ. Any information contained herein will be considered part of the RFQ and as such will be used in the evaluation of the bid responses. Attention all potential bidders, if you have already submitted your quote prior to the bid closing date, please review this addendum and re-submit your bid response, should this addendum modify your initial bid response.

2. To Verify that all Vendors have received a copy of this addendum, please sign the cover page of this addendum and return it with your Proposal to:

Riverside County Regional Park and Open-Space District- Guest Services
Attn: Bidder Quote #PKARC-225
4600 Crestmore Road
Jurupa Valley, CA 92509

3. Important date changes to the original RFQ:
The Following Changes have been made to the original RFQ:
 - **Mandatory Bid Walk has been rescheduled to August 27, 2020 at 9:00 AM**
 - **Deadline For Quotation Submittal has changed to September 10, 2020 at 1:30 PM**

RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT # PKARC-225



ADDENDUM NO. 2
September 4, 2020

CERTIFICATION OF RECEIPT OF ADDENDUM

I certify that I have received this addendum on behalf of the company listed below.

Signed: _____ Dated: _____

Name and title: _____

Company: _____

**ADDENDUM NO. 2
TO RFQ # PKARC-225**

1. This addendum is considered to be part of the RFQ. All other terms of the RFQ remain unchanged and in effect. This addendum is intended to provide additional information and/or to change requirements in the above referenced RFQ. Any information contained herein will be considered part of the RFQ and as such will be used in the evaluation of the bid responses. Attention all potential bidders, if you have already submitted your quote prior to the bid closing date, please review this addendum and re-submit your bid response, should this addendum modify your initial bid response.
2. To verify that all Vendors have received a copy of this addendum, please sign the cover page of this addendum and return it with your proposal to:

Riverside County Regional Park and Open-Space District- Guest Services
Attn: Bidder Quote #PKARC-225
4600 Crestmore Road
Jurupa Valley, CA 92509

3. Important date changes to the original RFQ:

The Following Changes have been made to the original RFQ:

- **Deadline for Quotation Submittal has changed to September 18, 2020 at 1:30 PM**
- **All Proposals must be submitted as instructed below (pg. 3 General Proposal Submittal)**
- **New attachments (Grant Agreement, SKR, CAGN, & QCB Survey's) will be uploaded to the Public Purchase site.**

5.0 General Proposal Submittal

- 5.1 All proposals must be submitted in accordance with the standards and specifications contained within this RFQ and must contain a cover page Tab B with a certification of intent to meet the requirements specified.
- 5.2 The County reserves the right to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of the proposal.
- 5.3 The County shall not pay any costs incurred or associated in the preparation of this or any proposal or for participation in the procurement process.
- 5.4 Modification of Proposals, any bidder who wishes to make modifications to a proposal already received by the County must withdraw his/her proposal in order to make the modifications. All modifications must be made in ink, properly initialed by bidder's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the bidder to ensure that modified proposals are resubmitted before the RFQ submittal deadline.
- 5.5 Bidders may withdraw their proposals at any time prior to the due date and time by submitting notification of withdrawal signed by the bidder's authorized agent. Proposals cannot be changed or modified after the date and time designated for receipt.
- 5.6 Late proposals will not be accepted. Postmarks will not be accepted in lieu of this requirement. Proposals submitted to any other County office will be rejected.
- 5.7 Faxed or emailed proposals will not be accepted.
- 5.8 All proposals shall be signed by an authorized agent and placed in a sealed package clearly marked "Bidder Proposal. RFQ # PKARC-225"
- 5.9 One (1) original and (3) additional copies, each in a 3-ring binder for ease of opening by evaluators. Contractors shall submit one (1) (Microsoft Word or PDF document formatted on a virus free flash drive) inside the **original binder** only.
- 5.10 Binder capacity should be a minimum of 2" (two inches) to allow for ease of referencing various sections. (Small binders that are over stuffed or difficult to open may count against the bidder)
- 5.11 Proposals must be typed uniformly on letter size (8 ½" x 11") sheets of white paper, single sided or double sided, each section clearly titled, with index dividers labeled Tabs A – I, and each page clearly and consecutively numbered. Proposals must be clean and suitable for copying. Proposals must be specific unto themselves. For example, "See Enclosed Manual" will not be considered an acceptable proposal. Receipt of all addenda, if any, must be signed and included in the proposal.
- 5.12 The proposal shall be concise and to the point. Costly bindings, color plates, glossy brochures, etc. are neither necessary nor recommended. A letter format in sufficient detail to allow thorough evaluation and analysis is required.
- 5.13 All work papers prepared in connection with the contractual services will remain the property of the successful bidder; however, all reports rendered to the County are the exclusive property of the County and subject to its use and control.**

REQUEST FOR QUOTE # PKARC- 225

ENVIRONMENTAL CONSULTING SERVICES KABIAN PARK RESTORATION PROJECT



By:

Luis Medina, Buyer II

Riverside County Regional Park and Open Space District

4600 Crestmore Road

Jurupa Valley, CA 92509

Telephone: (951) 955-4726

Email: lumedina@rivco.org

Analicia Gomez, Sr. Parks Planner, MPA

Riverside County Regional Park and Open Space District

4600 Crestmore Road

Jurupa Valley, CA 92509

Telephone: (951) 955-6998

Email: analiciagomez@rivco.org

NIGP Code(s): 91843

INSTRUCTIONS TO BIDDERS

1. **Vendor Registration** – Vendor Registration is a two-step process vendor registration; first step is to register your company on the County’s website to receive purchase orders and payments, and the second step is a 3rd party website, Public Purchase, for bidding opportunities
 2. **First Step- County of Riverside Purchasing website** - Unless stated elsewhere in this document, vendors may participate in the bidding process; however, the County does encourage all bidders to register online at <http://www.purchasing.co.riverside.ca.us/Vendorsregistrationmaintenance.aspx>. If awarded a contract, bidder must be registered with the County of Riverside within five days of announced award. This will avoid delays in the purchasing and payment process.
 3. **Second Step-Public Purchase** - Public Purchase is a 3rd party web based e-Procurement service provider utilized by the County of Riverside for RFQ’s and RFP’s. It will take only minutes to register and it is free. For future bidding opportunities please also register online at: <https://www.publicpurchase.com/gems/register/vendor/register>. For all RFQ’s Riverside County’s Purchasing website will post a notification on its website, and will provide a direct link to PublicPurchase.com.
 4. **Format** - Use the electronic format provided by PublicPurchase.com. If submitting more than one bid, separate the bid documents.
 5. **Pricing/Delivery/Terms/Tax** - All pricing shall be quoted F.O.B. destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax, which is a separate line item. The County reserves the right to designate method of freight. The County pays California Sales Tax and is exempt from Federal excise tax. In the event of an extension error, the unit price shall prevail.
 6. **Other Terms and Conditions** - The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the applicable Terms and Conditions may be obtained by visiting the Purchasing website at www.Purchasing.co.riverside.ca.us, or by contacting Riverside County Purchasing at the number shown above and requesting a copy emailed.
 7. **Period of Firm Pricing** - Unless stated otherwise elsewhere in this document, prices shall be firm for 90 days after the closing date, and prior to an award being made.
 8. **Specification/Changes** – Wherever the County requests a brand name, and if the County asks for an "or equal" it shall be considered as part of the specification. Therefore, when the County’ requests "Or Equal", Bidder may quote another service, make or model, and shall submit the proposed "Or Equal" and attach applicable specifications and/or brochures. If no service, make or model is stipulated, Bidder is to propose product/services that meet Fit, Form or Function of the specifications delineated in this procurement. Variations in manufacturers, design, etc., may be acceptable, bidders are encouraged to offer them as alternatives; however, the County reserves the right to reject those alternatives as nonresponsive.
 9. **Recycled Material** - Wherever possible, the County of Riverside is looking for items made from, or containing in part, recycled material. Bidders are encouraged to bid items containing recycled material as an alternative for the items specified; however, the County reserves the right to reject those alternatives as nonresponsive.
 10. **Method of Award** - The County reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the County to be most advantageous to the County. The County recognizes that prices are only one of several criteria to be used in judging an offer and the County is not legally bound to accept the lowest offer.
 11. **Return of Bid/Closing Date/Return to** - The bidder’s response shall be submitted electronically to PublicPurchase.com by 1:30 PM Pacific Time on the closing date listed above. Bid responses not received by County Purchasing by the closing date and time indicated above will not be accepted. The County will not be responsible for and will not accept late bids due to slow internet connection, or incomplete transmissions. If the bidder cannot upload their bid, delivery of the bid response is accepted at Purchasing and Fleet Services, 2980 Washington St., Riverside, CA 92504, on or before 1:30 PM PT.
 12. **Local Preference** - The County of Riverside has adopted a local preference program for those businesses located within the County of Riverside. A five percent (5%) price preference may be applied to the total bid price during evaluation of the bid responses. If the overall low responsible and responsive business is a non local vendor, the low local vendor who is within five percent (5%) of that overall low bidder may, where applicable, be offered the opportunity to meet the overall low bidder’s price and will receive the award. To qualify as a local business, the business must meet all criteria delineated in the Local Preference Affidavit 116-260 and submit the form with their bid. If Bidder fails to provide a completed Local Business Qualification Affidavit form 116-260 with their bid submittal, the Bidder may be disqualified from obtaining local preference. It is the sole responsibility of the Bidder to identify local preference with each bid submittal. Application of this local preference may be waived if funding sources disallow it.
- or**
13. **Veterans Incentive Purchasing Program** – The County of Riverside has implemented a Veteran Business and Veteran Qualified Business preference policy. Where applicable, a five percent (5%) preference shall be applied to the total bid price of all quotes/bids/proposals received by the County from veteran owned business or veteran qualified business. A veteran business is one where at least 51% of the business is owned by an honorably discharged veteran. A veteran qualified business is one where at least 10% their workforce is honorably discharged veterans. If Bidder fails to provide a completed Veteran Qualified Business Qualification Affidavit form with their bid submittal, the Bidder may be disqualified from obtaining the preference and it is the sole responsibility of the Bidder to identify the preference with each bid submittal. To qualify bidders must complete the Veteran Business/Veteran Qualified Affidavit, Form 116-261. This preference does not apply to all types of bids such as public works projects and some grant funded programs.
 14. **Federal Exclusion List**- if the award is federal or State funded, the potential bidder must go to the following website (<https://www.sam.gov/portal/public/SAM>) and submit a printout with their proposal that verifies that the contractor is not listed on the Excluded Parties Listing System (EPLS) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). If awarded a contract, awarded vendor must notify the County immediately if debarred at any time during the contract period.

Terms and Conditions Acknowledgement (Please Insert Vendor Company Name):			
IF CHECKED, THE FOLLOWING DOCUMENTS HEREBY MADE PART OF THIS RFQ			
<input checked="" type="checkbox"/>	APPENDIX "A"	<input checked="" type="checkbox"/>	EXHIBIT(S)
<input checked="" type="checkbox"/>	PLANS/DRAWINGS	<input checked="" type="checkbox"/>	PLANS/DRAWINGS
<input checked="" type="checkbox"/>	#116-260 Local Business Qualification Affidavit	<input checked="" type="checkbox"/>	#116-261 Veterans Business Qualification Affidavit
IF CHECKED, THE FOLLOWING GENERAL CONDITIONS ARE INCLUDED WITH FULL FORCE AND LIKE EFFECT AS IF SET FORTH HEREIN			
<input checked="" type="checkbox"/>	#116-200 General Conditions Product/Personal/Professional Services	<input checked="" type="checkbox"/>	#116-210 General Conditions Materials and/or Services
<input checked="" type="checkbox"/>	#116-230 General Conditions - Equipment	<input checked="" type="checkbox"/>	#116-310 Boilerplate Contract
To access any of these General Conditions go to www.purchasing.co.riverside.ca.us , located in Vendor link. If an addendum is issued for this procurement, it will be the vendor’s responsibility to retrieve all applicable addendum(s) from the Public Purchase website.			

APPENDIX A

1.0 INFORMATION

- 1.1 "Electronic or physical bid submission hereof is certification that the Bidder has read and understands the terms and conditions hereof, and that the Bidder's principal is fully bound and committed." All County terms and conditions are found at www.purchasing.co.riverside.ca.us. Bidders must acknowledge the applicable terms and conditions that are checked at the bottom of page two (2) and three (3) of this document and submit and upload with your bid submission.
- 1.2 PROMPT PAYMENT DISCOUNT _____% at _____ days from receipt of good or invoice, whichever is later. (Terms less than 20 days will be considered net) Cash discount shall be applied to grand total. **Indicate prompt payment discount amount and terms.**
- 1.3 Please Check: ___ Veteran(116-261) or ___ Local Business(116-260)–if either preference is checked, the submitter certifies that the above business meets all requirements as outlined in either form 116-260 or Form 116-261. If claiming the Local or Veterans Preference please submit the appropriate form along with your bid response. Both forms are included with as part of this bid document.
- 1.4 If Bidder experiences technical issues with the online bidding process, please contact Public Purchase's Vendor Support at support@thepublicgroup.com. Please refer to Point 11 on page 2.
- 1.5 In the event of proven technical difficulties, Bidder must contact the Procurement Contract Specialist (PCS)/Buyer for further bid submission instructions a minimum of two (2) hours prior to bid close time of 1:30 PM PST, and alternative bid submissions will be accommodated.

2.0 PURPOSE/BACKGROUND

The County of Riverside Purchasing on behalf of Riverside County Regional Park and Open Space District is soliciting quotations for the Kabian Park Restoration Project as detailed in this RFQ.

The District is seeking environmental consulting services to complete an initial study and environmental assessment for CEQA compliance. Activities include appropriate public contact/meetings and noticing, production of maps, any necessary surveys, AB 52 Noticing Facilitation and completion of Initial Study/Negative Declaration or Mitigated Negative Declaration as required.

Special Status Species Study - Environmental Services Consultant shall develop a report focusing on the impact OHV use and subsequent restoration has had on targeted species.

1. California Gnat-Catcher
2. Quino Checkerspot Butterfly
3. Stephens Kangaroo Rat

3.0 TIMELINE	DATES:
1. RELEASE OF REQUEST FOR QUOTATION	August 17, 2020
2. "MANDATORY" PRE-BID MEETING/JOB WALK Location: Kabian Memorial Park 28001 Goetz Road. Quail Valley, CA 92587 Project Manager: Oscar Serrato & Joseph Sherrock	August 27, 2020 Time: 09:00 am Pacific Time <u>*Facial coverings must be worn.</u>
3. DEADLINE FOR SUBMISSION OF QUESTIONS Bidders must submit their questions online at PublicPurchase.com. All questions submitted are within the correct RFQ located on PublicPurchase.com.	Must be submitted by: Date: August 28, 2020 Time: 1:30 PM Pacific Time
4. DEADLINE FOR QUOTATION SUBMITTAL Bid results are posted on PublicPurchase.com	09/07/2020 at 1:30 PM Pacific Time
5. TENTATIVE DATE FOR AWARDING CONTRACT	5-90 days, contingent upon lowest bidder meeting all of the bid specifications.

4.0 PERIOD OF PERFORMANCE

The period of performance shall be for 1 year with the completion date of 06/30/2021, with no obligation by the County of Riverside to purchase any specified amount of goods or services.

5.0 GENERAL REQUIREMENTS

Procedures for Submitting Quotations

All quotations must be submitted in accordance with the standards and specifications contained within this Request for Quote (RFQ).

The County reserves the right to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of the quotation.

The County shall not pay any costs incurred or associated in the preparation of this or any quotation or for participation in the procurement process.

Quotes must be specific unto themselves. For example, "See Enclosed Manual" will not be considered an acceptable quotation. Receipt of all addenda, if any, must be acknowledged in the quotation.

Late quotations will not be accepted. Postmarks **will not** be accepted in lieu of this requirement. Quotations submitted to any other County office will be rejected.

6.0 METHOD OF AWARD (Specifications)

Quotations will be evaluated based upon criteria determined to be appropriate by the County, which may include but are not necessarily limited to the following:

- a. Lowest overall purchase price
- b. Adherence to specifications as detailed in this RFQ

- c. Prompt payment discounts on 30 days or less
- d. Warranties
- e. All associated delivery costs
- f. Delivery date
- g. Product acceptability
- h. Service/Customer Support

County reserves the right of award in regard to any other factors the County determines to be appropriate.

7.0 EVALUATION PROCESS

All quotations will be given thorough review. All contacts during the review selection phase will be only through the Purchasing Department. Attempts by the Bidder to contact any other County representative may result in disqualification of the Bidder. The County recognizes that prices are only one of several criteria to be used in judging an offer, and the County is not legally bound to accept the lowest offer.

8.0 INTERPRETATION OF RFQ

The Consultant must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFQ. If any Consultant planning to submit a quote finds discrepancies in or omissions from the RFQ, or is in doubt as to the meaning, a written request for interpretation or correction must be given to the County. Any changes to the RFQ will be made only by written addendum and may be posted on the Purchasing website at www.purchasing.co.riverside.ca.us and PublicPurchase.com. The County is not responsible for any other explanations or interpretations. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. All notices regarding this procurement may be posted on the County's purchasing website at www.purchasing.co.riverside.ca.us and PublicPurchase.com.

9.0 CANCELLATION OF PROCUREMENT PROCESS

The County may cancel the procurement process at any time. All quotations become the property of the County. All information submitted in the quotation becomes "public record" as defined by the State of California upon completion of the procurement process. If any proprietary information is contained in or attached to the quote, it must be clearly identified by the Bidder; otherwise, the Bidder agrees that all documents provided may be released to the public after bid award.

The County reserves the right to withdraw the Request for Quote (RFQ), to reject a specific quote for noncompliance within the RFQ provisions, or not award a bid at any time because of unforeseen circumstances or if it is determined to be in the best interest of the County.

10.0 COMPENSATION

10.1 The County shall pay the awarded bidder for services performed. Expenses incurred and compensation shall be paid in accordance with an invoice submitted to County by awarded bidder. The County shall pay the acceptable invoice within thirty (30) working days from the date of receipt of the invoice, or the services are rendered, whichever is later.

11.0 USE BY OTHER POLITICAL ENTITIES

The CONSULTANT agrees to extend the same pricing, terms, and conditions as stated in this Agreement to every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONSULTANT; and County shall in no way be responsible to CONSULTANT for other entities' purchases.

12.0 CONFIDENTIALITY AND PROPRIETARY DATA

Subsequent to the County's evaluation, bids/proposals which were required to be submitted in response to the solicitation process become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code section 6250 et. seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary" the Vendor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act. Where applicable, Federal regulations may take precedence over this language.

EXHIBIT "A"

SCOPE OF WORK (SERVICES)

**ENVIRONMENTAL CONSULTING SERVICES
KABIAN PARK RESTORATION PROJECT**

The Riverside County Regional Park and Open-Space District was granted funds by State of California - The Resources Agency Department of Parks and Recreation Off-Highway Motor Vehicle Recreation Division for Kabian Park Restoration Project. The project is to provide Off-Highway Vehicle (OHV) related Restoration activities as stated in the Project Deliverables below. The activities shall occur within the jurisdiction of the Riverside County Regional Park and Open Space District.

The District is seeking environmental consulting services to complete Phase 1 CEQA Initial Study and environmental assessment for CEQA Compliance. Activities include appropriate public contact/meetings and noticing, production of maps, any necessary surveys, AB 52 Noticing Facilitation and completion of Initial Study/Negative Declaration or Mitigated Negative Declaration as required.

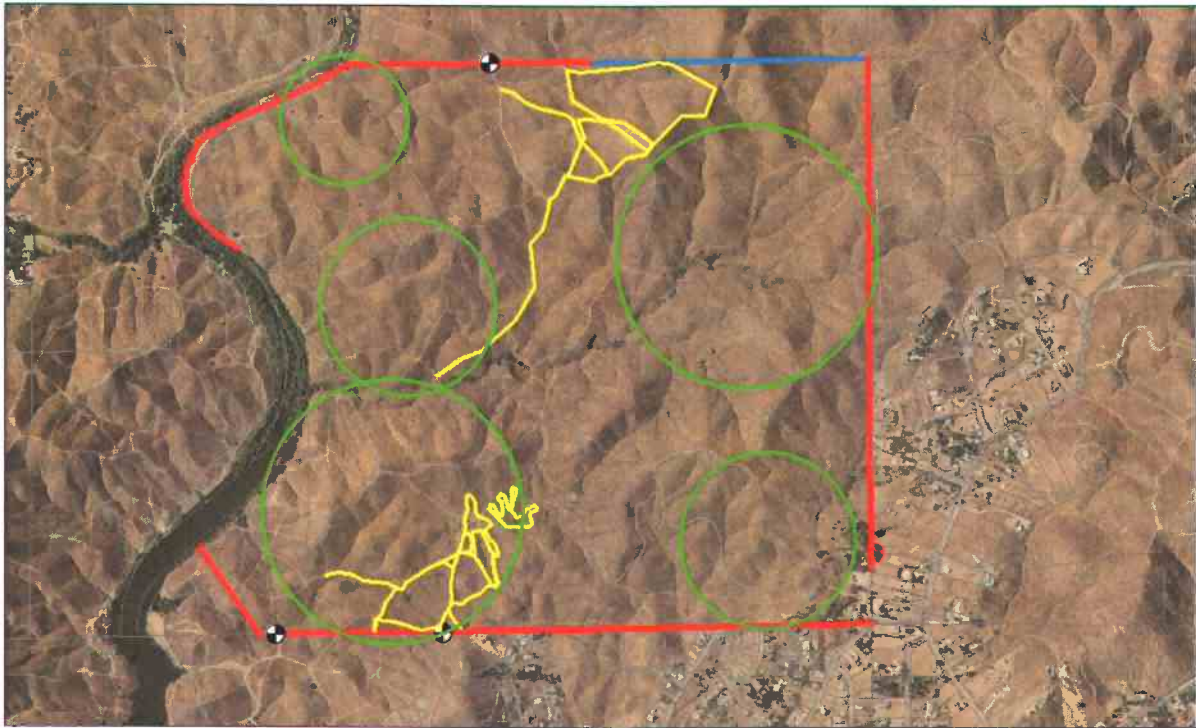
Special Status Species Study - Environmental Services Consultant shall develop a report focusing on the impact OHV use and subsequent restoration has had on targeted species.

4. California Gnat-Catcher
5. Quino Checkerspot Butterfly
6. Stephens Kangaroo Rat

The restoration project shall include the following:

- Fencing Install approximately 20,000 feet of fencing along the perimeter of the property. Material shall consist of galvanized round posts, T-posts, smooth barb-less wire, and 3/8 in. cable. Standard 3 strain wire/cable with 10 feet spacing between posts shall apply.
- 4 gates shall be manufactured and installed by District staff.
- Signage Install signage at Kabian Park and access points to the Reserve. Signage shall include information about responsible riding and provide users with a map to nearby legal riding opportunities in Riverside County, such as Wildomar OHV Park or Cahuilla Creek Motorcross Park.
- Unauthorized Use Restoration Work Trail removal of 3 miles of unauthorized OHV trails. These trails shall be disked repeatedly in order to loosen compacted soil. Once complete, the areas shall be replanted with native plants.
- Restoration Activities include restoring 35 acres of native habitat degraded by habitual unauthorized OHV use.
- Monitoring Developed by the Park District's Natural Resources Manager, this report shall be issued on an annual basis and shall include observations and lessons learned throughout the restoration project. The intent is to utilize the report to facilitate more informed planning on future restoration projects Districtwide.

Drawings/Plans: All drawings/plans enclosed, are a part of the bid documents.



Kabian Park Grant

- Barbless Smooth Wire- 16000 ft
- Existing Fence- 4000 ft
- Trail Removal. 3.0 Miles
- Potential Habitat Restoration Site



EXHIBIT "B"

COST	
Total "All Inclusive" cost to provide consulting services as described in Exhibit "A", Scope of Work	\$ _____

Local Business Qualification Affidavit

The County of Riverside Local Business Preference may be applied to this Request for Proposal/Quotation. If you qualify for this preference, this form must be submitted along with each bidder's response to this RFP/Q. If a Bidder fails to provide a completed Local Business Qualification Affidavit form with their bid submittal, the Bidder may be disqualified from obtaining local preference. It is the sole responsibility of the Bidder to identify local preference with each bid submittal. The County does not track local businesses that qualify for the 5% preference.

Definition of Local Business

A local business shall mean a business firm meeting the following requirements:

1. Fixed offices located within the geographical boundaries of Riverside County, authorized to perform business within the county, and in doing so, credit all sales tax from sales generated within Riverside County to the county, and provides, produce/s, or performs contracted work using employees, of whom the majority are physically located in said local offices, and
2. A Riverside County business street address, shall be open and staffed during normal business hours and,
3. The business must establish proof that it has been located and doing business in Riverside County for at least six (6) months preceding its certification to the county as a local business.

Post office box numbers shall not suffice to establish status as a "local business. For the complete Board of Supervisors Policy (B-17 Disabled Veteran and Local Business Enterprises), please refer to the Riverside County Clerk of the Board website at <http://www.rivcocob.org/board-policies/>.

Additional supporting documentation that may be requested by the County to verify qualification includes:

1. **A copy of their current BOE 531-A and/or BOE 530-C form** (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. **A current business license** if required for the political jurisdiction the business is located.
3. **Proof of the current business address. The business address must match for points 1, 2 and 3.**

Business Name: _____

Physical Address: _____

Phone: _____ FAX: _____ E-Mail: _____

Length of time at this location: _____ Number of Company Employees at this address: _____

If less than 6 month, list previous
Riverside County location: _____

Business License # (where applicable): _____ Jurisdiction _____

Hours of Operation: _____

Primary function of this location (i.e., sales, distribution, production, corporate, etc):

Signature of Company Official

Date

Print Name, Title

Submittal of false data will result in disqualification of local preference and/or doing business with the Riverside County.

Veteran Business and Veteran Qualified Business Affidavit

The County of Riverside Veteran Business and Veteran Qualified Business Preference may be applied to this Request for Proposal/Quotation. If you qualify for this preference, please submit this form along with your response to this RFP/Q.

Definition of Veteran Business and Veteran Qualified Business

A **Veteran Business** shall mean a business that is at least fifty-one percent (51%) owned by one or more veterans.

A **Veteran Qualified Business** shall mean a business which can provide proof of their workforce containing no less than ten percent (10%) veterans.

Veterans as used in this policy means a person who has served or is currently serving in the U. S. armed services, reserves or active, and is serving honorably or has been honorably discharged.

Additional supporting documentation that may be requested by the County to verify qualification includes:

Please check the category you are applying for:

Veteran Business:

Company must be registered with Vet Biz at www.vetbiz.gov/cve_completed_s.jpg: This site provides verification information about Service-Disabled Veteran-Owned Small Businesses (SDVOSBs) and Veteran-Owned Small Businesses (VOSBs). Companies who want to participate in the County's Veterans Preference Program must be listed in this database in order to be eligible for veteran preferences.
Company must submit DUNS # for website verification.

Veteran Qualified Business:

Company must submit payroll records that demonstrate that 10% of your workforce is comprised of veterans. DD214 Forms must be submitted for all employees claiming veteran status.

Business Name: _____

Physical Address: _____

Phone: _____ FAX: _____ E-Mail: _____

Total Number of Company Employees (where applicable): _____ Total Number of Veteran Employees: _____

DUNS # (where applicable): _____

Hours of Operation: _____

Signature of Company Official Date _____

Submittal of false data will result in disqualification of Veteran Preference and/or doing business with Riverside County.

**PROFESSIONAL SERVICE AGREEMENT
for
ENVIRONMENTAL CONSULTING SERVICES**

Between

RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

and

CHAMBERS GROUP, INC.



WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

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This Agreement, made and entered into this ___ day of ___, 2020, by and between (**CHAMBERS GROUP**) (herein referred to as "CONTRACTOR"), and the **RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT**, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3, (herein referred to as "DISTRICT"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit 'A', Scope of Services, at the prices stated in Exhibit 'B', Cost.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the DISTRICT relies upon this representation. CONTRACTOR shall perform to the satisfaction of the DISTRICT and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the DISTRICT of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect for 1 year with the completion date of June 30, 2022, , unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Regional Park and Open Space District's Board of Director's is the only authority that may obligate the District for a non-cancelable multi-year agreement.

3. Compensation

3.1 The DISTRICT shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit 'B', Cost Summary. Maximum payments by DISTRICT to CONTRACTOR shall not exceed One hundred twelve thousand two hundred twenty five dollars and zero cents (\$112,225.00) annually including all expenses. The DISTRICT is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit 'B', Cost Summary, DISTRICT shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the DISTRICT. The DISTRICT requires written proof satisfactory to

DISTRICT of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by DISTRICT. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the DISTRICT and approved (if needed) for budget funding by the Board of Directors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to DISTRICT by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and DISTRICT shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by DISTRICT. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Regional Park and Open-Space District
Attn: Finance
4600 Crestmore Road, Jurupa Valley, CA 92509
OR: Email invoices to: parks-finance@rivco.org

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number PKARC-225; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The DISTRICT obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of DISTRICT funding from which payment can be made. No legal liability on the part of the DISTRICT shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Directors are the only authorized DISTRICT representatives who may at any time, by written order, alter this Agreement. If authorized by the Board of Directors, the General Manager may exercise the option to extend the term period pursuant to the terms of this Agreement and execute amendments to effect the term period extensions. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the DISTRICT Purchasing Agent decides that the facts provide sufficient justification, may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. DISTRICT may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 CONTRACTOR may terminate this Agreement without cause upon 180 days written notice served upon the DISTRICT stating the intent and effective date of termination. CONTRACTOR will return funds to DISTRICT on a pro-rata basis, if applicable.

5.3 DISTRICT may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the DISTRICT may proceed with the work in any manner deemed proper by DISTRICT.

5.4 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to DISTRICT and deliver in the manner as directed by DISTRICT any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to DISTRICT.

5.5 After termination, DISTRICT shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.6 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.7 CONTRACTOR is not debarred from the System for Award Management (SAM). If the Agreement is federally or State funded, CONTRACTOR must notify the DISTRICT immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System

(EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.8 The rights and remedies of DISTRICT provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by DISTRICT pursuant to this Agreement shall be the sole property of the DISTRICT. The material, reports or products may be used by the DISTRICT for any purpose DISTRICT deems to be appropriate, including, but not limit to, duplication and/or distribution within the DISTRICT or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the DISTRICT.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the DISTRICT of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the DISTRICT's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to DISTRICT employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the DISTRICT or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other DISTRICT representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the DISTRICT shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the DISTRICT. When the services

to be performed or the products to be provided are of such nature that the difference cannot be corrected; the DISTRICT shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The DISTRICT may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the DISTRICT because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a DISTRICT representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the DISTRICT. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which DISTRICT employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of DISTRICT merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with DISTRICT within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify DISTRICT within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with DISTRICT in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, DISTRICT business operations related to this Agreement.

9.6 CONTRACTOR shall notify DISTRICT within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanctioned. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the DISTRICT; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the DISTRICT's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the DISTRICT's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated

to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the DISTRICT. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and DISTRICT shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or DISTRICT agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the DISTRICT. CONTRACTOR shall provide to the DISTRICT reports and information related to this Agreement as requested by DISTRICT.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological

or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; DISTRICT information or data which is not subject to public disclosure; DISTRICT operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the DISTRICT all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the DISTRICT, any such information to anyone other than the DISTRICT. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The DISTRICT Purchasing Agent, or designee, shall administer this Agreement on behalf of the DISTRICT. The Purchasing Agent is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the email addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

DISTRICT

RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT
4600 Crestmore Road
Jurupa Valley, CA 92509
Parks-Planning@rivco.org

CONTRACTOR

CHAMBERS GROUP, INC.
ATTN: Mike McEntee
5 HUTTON CENTRE DR #750
SANTA ANA, CA 92707

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the DISTRICT may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the DISTRICT within 10 days of notification of award of Agreement when required by the

EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the DISTRICT, County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Directors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to the negligent and/or willful misconduct during the performance of this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend, at its sole expense, all costs, and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the DISTRICT harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to

the insurance section only, the DISTRICT herein refers to the Riverside County Regional Park and Open-Space District, its Divisions, Departments, their respective directors, officers, Board of Directors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The District.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the DISTRICT as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the District Risk Manager. If the District's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the DISTRICT, and at the election of the DISTRICT's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the District with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the DISTRICT's Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the DISTRICT receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the DISTRICT has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the DISTRICT'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the DISTRICT reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the District Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the DISTRICT.

8) CONTRACTOR agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of DISTRICT. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by DISTRICT of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of DISTRICT to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing DISTRICT from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by DISTRICT for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the DISTRICT on request; or at its option the DISTRICT may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to DISTRICT pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the DISTRICT from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the DISTRICT to be in its best interest. The DISTRICT reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The DISTRICT agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to DISTRICT data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State, and local laws and regulations. CONTRACTOR will comply with all applicable DISTRICT policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

23.12 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

[Signature Provisions on Following Page]

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

DISTRICT

RIVERSIDE COUNTY REGIONAL
PARK AND OPEN-SPACE DISTRICT
4600 Crestmore Rd,
Jurupa Valley, CA 92509

CONTRACTOR

CHAMBERS GROUP
5 HUTTON CENTRE DR #750
SANTA ANA, CA 92707
ATTN: Mike McEntee

Signature: 
Chuck Washington
Chairman, Board of Directors

Signature: _____
Print Name: _____
Title: _____

Dated: FEB 09 2021

Dated: _____

ATTEST:

Kecia Harper
Clerk of the Board

By: 
Deputy

(Seal)

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

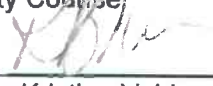
By: 
Kristine Valdez
Supervising Deputy County Counsel

EXHIBIT A Scope of Service

The Riverside County Regional Park and Open-Space District was granted funds by the State of California - Resources Agency Department of Parks and Recreation Off-Highway Motor Vehicle Recreation Division for Kabian Park Restoration Project. The project is to provide Off-Highway Vehicle (OHV) related Restoration activities as stated in the Project Deliverables below. The activities shall occur within the jurisdiction of the Riverside County Regional Park and Open Space District. The District is seeking environmental consulting services to complete Phase 1 CEQA Initial Study and environmental assessment for CEQA Compliance. Activities include appropriate public contact/meetings and noticing, production of maps, any necessary surveys, AB 52 Noticing Facilitation and completion of Initial Study/Negative Declaration or Mitigated Negative Declaration as required.

Special Status Species Study - Environmental Services Consultant shall develop a report focusing on the impact OHV use and subsequent restoration has had on targeted species 1) California Gnat-Catcher 2) Quino Checkerspot Butterfly 3) Stephens Kangaroo Rat

The subsequent restoration project for which the Scope of Environmental Services shall examine and make determination on include the following:

- Fencing Install approximately 20,000 feet of fencing along the perimeter of the property. Material shall consist of galvanized round posts, T-posts, smooth barb-less wire, and 3/8 in. cable. Standard 3 strain wire/cable with 10 feet spacing between posts shall apply.
- 4 gates shall be manufactured and installed by District staff.
- Signage Install signage at Kabian Park and access points to the Reserve. Signage shall include information about responsible riding and provide users with a map to nearby legal riding opportunities in Riverside County, such as Wildomar OHV Park or Cahuilla Creek Motorcross Park.
- Unauthorized Use Restoration Work Trail removal of 3 miles of unauthorized OHV trails. These trails shall be disked repeatedly in order to loosen compacted soil. Once complete, the areas shall be replanted with native plants.
- Restoration Activities include restoring 35 acres of native habitat degraded by habitual unauthorized OHV use.
- Monitoring Developed by the Park District's Natural Resources Manager, this report shall be issued on an annual basis and shall include observations and lessons learned throughout the restoration project. The intent is to utilize the report to facilitate more informed planning on future restoration projects Districtwide.

See Drawing and Chambers Group Scope of Services below:

Project Tasks to be completed as proposed by Chambers Group, Inc.

Task 1: Project Initiation

Task 1.1: Initial Meeting and Data Acquisition

After receiving NTP, the Chambers Group Project Manager, Victoria Boyd, will be prepared to meet with representatives from the District at a Project Initiation/Kick-Off Meeting, via teleconference, to discuss the project description, specific project issues, upcoming construction schedules, and the CEQA schedule presented herein. During this time, District will provide access to project related information including, but not limited to completed technical studies, maps, site plans, and other related studies.

Deliverables: One electronic word of the meeting notes and action item list.

Task 1.2: Project Description

Chambers Group will develop a comprehensive description for the Proposed Project that will form the basis for the analysis of the potential impacts on the environment, based on the information provided by District. The project description will include a narrative and graphical presentation of the Proposed Project, including components, location and boundaries, regional and vicinity maps, and a statement of the Proposed Project goals and objectives. A draft will be provided to District for one round of review.

Deliverables: One electronic Word and PDF copy of the project description for the District's review and finalization.

Task 2: Prepare an IS Checklist

Task 2.1: Administrative Draft/Final IS

Chambers Group will prepare an IS Checklist to confirm the preparation of an appropriate CEQA Documentation for the Proposed Project. The IS will be prepared using the most recent revision of the IS Environmental Checklist Form suggested in the CEQA Guidelines Appendix G. In compliance with CEQA Section 15063, the IS will contain the following, in brief form:

- A description of the project, including the location of the Proposed Project;
- An identification of the environmental setting;
- A preliminary identification of environmental effects by use of a checklist, matrix, or other method, with some evidence to support the entries; and
- A preliminary discussion of the ways to mitigate the significant effects identified; if any.

The environmental factors outlined in the CEQA checklist include:

- Aesthetics
- Agricultural and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology and Soils
- Greenhouse Gas (GHG) Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Mineral Resources
- Land Use and Planning
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems

- Wildfire
- Mandatory Findings of Significance

Deliverables: One electronic Word and PDF copy of the Draft IS for one round of review.

Task 3: Technical Studies

Based on the scope of work, the technical studies below are suggested to supplement the analysis in the appropriate CEQA document.

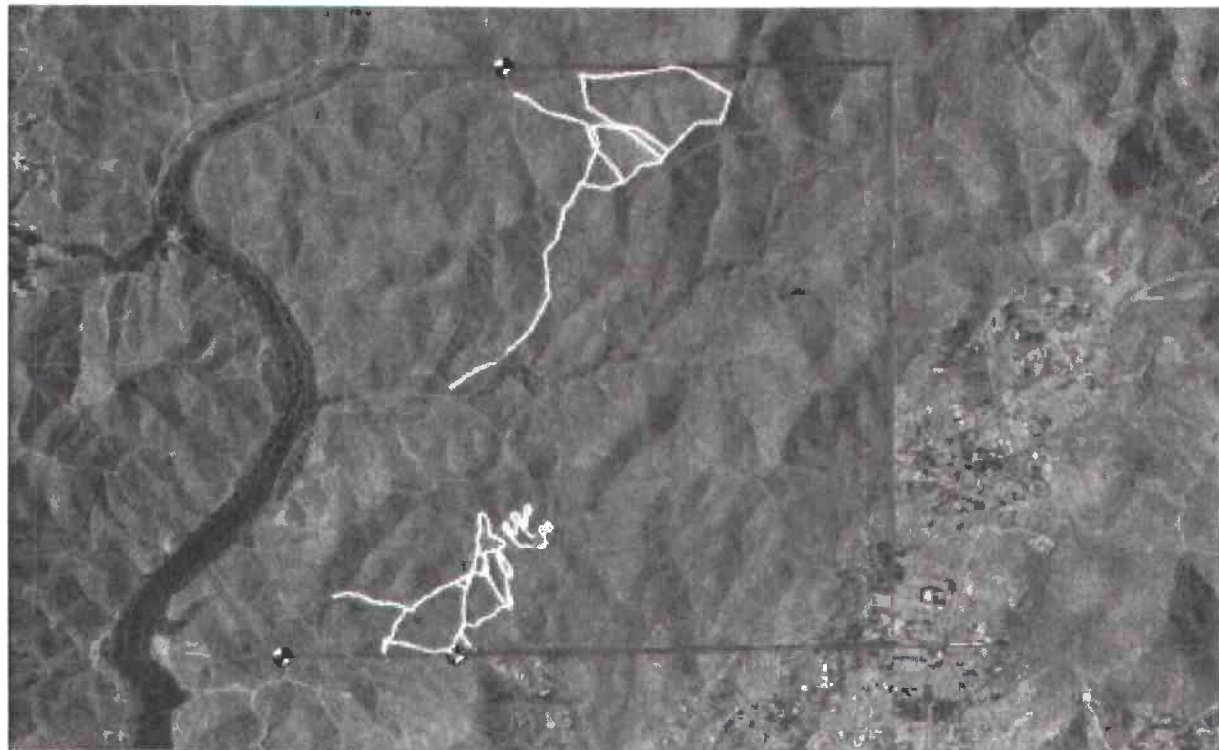
Task 3.1: Biological Resources Analysis (Quino Checkerspot Butterfly Survey and Report)

The study area

focuses primarily on the four restoration areas (11.5 acres and 3 miles of trail)

- o Southwest Survey Area – 5.6 acres (Site 1 and Site 4), approximately 1 mile of trail
- o Southeast Area – 5.9 acers (Site 2 and Site 3)
- o Northern Area – approximately 2 miles of trails (does not include the approximate 0.36 mile of trail outside of the proposed Survey Area)

As Detailed in the Drawing below:



Kabian Park Grant

- Barbless Smooth Wire- 16000 ft
- Existing Fence- 4000 ft
- Trail Removal 3.0 Miles
- Potential Habitat Restoration Site



Surveys will be conducted for 5 continuous weeks at a minimum.

Deliverables:

- Email updates on survey progress and results.
- Draft and Final report within 45 days of gathering findings for the District and USFWS that includes methodology, description of plant communities, survey data, suitable habitat and QCB observation map, results, and discussion.

Task 3.2: Biological Resources Analysis (Coastal California Gnatcatcher Focused Surveys and Report)

Conduct focused surveys for CAGN according to the Coastal California Gnatcatcher (*Poliophtila californica californica*) Presence/Absence Survey Guidelines (USFWS 1997), and include a 500-foot buffer, throughout the Project site. The appropriate USFWS field office will be notified 15 days prior to surveys. The surveys will be conducted between March 15 and June 30 for two consecutive years during 2021 and 2022. Within this timeframe, six surveys will be conducted at least 1 week apart from each other.

In order to determine the survey area for CAGN, a site assessment will be conducted by a USFWS 10(a)(1)(A) permitted biologist within the mapped "California Gnatcatcher Focused Survey Area" boundaries prior to the commencement of surveys.

Complete bird lists will be maintained for each survey day. If CAGN are observed, the District will be notified within 24 hours. The locations of the target species and other sensitive species and/or their nests will be documented in field notes and/or approved data sheets, recorded with a handheld Global Positioning System (GPS), mapped onto high-resolution aerial photographs, and photographed clearly showing the location of the species in reference to work areas. Observed territories will be drawn directly onto high-resolution aerial photographs on each survey, resulting in a comprehensive territory map at the close of the season. These territory maps will then be transcribed using GIS software.

Completion of a report within 45 days of receiving results in accordance with the 1997 USFWS protocol. The draft report will be issued for comment and review within three weeks of the completion of the surveys. One electronic copy on a flash drive and three hardcopies of the final report will be provided. The final report will then be submitted to the County and USFWS.

Deliverables:

- Email updates on survey progress and results.
- Draft and Final report within 45 days of gathering findings for the District and USFWS that includes methodology, description of plant communities, survey data, suitable habitat and CAGN observation map, results, and discussion.

Task 3.3: Biological Resources Analysis (Stephens Kangaroo Rat)

The small mammal trapping surveys will focus primarily on the four restoration areas (11.5 acres and 3 miles of trail) o Southwest Survey Area – 5.6 acres (Site 1 and Site 4), approximately 1 mile of trail
o Southeast Area – 5.9 acers (Site 2 and Site 3)
o Northern Area – approximately 2 miles of trails (does not include the approximate 0.36 mile of trail outside of the proposed Survey Area)

Access the site for the following mammals: California pocket mouse, San Bernardino and Stephens kangaroo rat, Los Angeles pocket mouse, Northwestern San Diego pocket mouse, San Diego desert woodrat, and San Diego black tailed jack rabbit.

Small mammal trapping will be conducted in suitable habitat for California pocket mouse, San Bernardino and Stephens kangaroo rat, Los Angeles pocket mouse, Northwestern San Diego pocket mouse by USFWS permitted biologists. An initial survey will be conducted to determine the best locations for the trapping efforts.

Trapping surveys will be performed in the best suitable habitat for the four restoration areas and the 3 miles of trail.

Recordation of rare small mammal observations and general site conditions. If rare small mammals are observed during the survey efforts, USFWS be notified. Coordination with the District prior to any agency communication. Other data and information pertinent for small mammals and other sensitive species incidentally observed (San Diego desert woodrat and black-tailed jackrabbit) will be recorded. The locations of sensitive species incidentally detected will be documented in field notes and/or approved data sheets, recorded with a handheld GPS unit, mapped onto high-resolution aerial photographs, and photographed, as practicality allows.

Completion of a report within 45 days of receiving results in accordance with the UFSWS Guidelines. The draft report will be issued to the County of Riverside Regional Park and Open Space District for comment and review within 3 weeks of the completion of the surveys. One round of consensus comments will be incorporated from the draft report before finalization. One electronic copy and up to three hardcopies (upon request) of the final report will be provided to the District. The final report will then be submitted to the USFWS as appropriate.

Deliverables:

- Email updates on survey progress and results.
- Draft and Final report within 45 days of gathering findings for the District and USFWS that includes methodology, description of plant communities, survey data, suitable habitat and small mammal observation map, results, and discussion.

Task 3.4: Cultural and Paleontological Resources Analysis

- Complete and send out AB 52 notices to Native American Tribes who have requested to be on the County's notification list.
- Request record searches from the California Historical Resources Information System's Eastern Information Center and the Western Science Center to identify previous research and previously recorded cultural and paleontological resources within a half-mile of the boundaries of the park. This record search will specifically focus on the mining history of the park and historic maps of the mines.
- Request a search of the sacred lands file for the area from the Native American Heritage Commission to determine if there are registered sacred areas.
- Complete informal tribal scoping to solicit information the tribes may be willing to share to help interpret the archaeological history of the park.
- Complete a cultural and paleontological resources inventory of the project site. The survey will consist of 3 miles of unauthorized trails identified by the County, 20,000 linear feet of perimeter fence line surrounding the park and, up to 35 acres of land identified by the county as land to be restored to its natural state.
- Prepare a negative findings cultural and paleontological resources findings report

Task 4: CEQA Environmental Document

The following scope outlines the preparation of a MND. The determination of the appropriate environmental document required for the Proposed Project will be based on the results of the IS Checklist and results of the technical studies. After completion of the IS Checklist and technical studies, Chambers Group, in consultation with the District, will confirm the CEQA document to be prepared. For purposes of this proposal a MND is assumed to be the appropriate CEQA document; if there are no mitigatable significant impacts identified, a ND will be prepared. The ND would follow a similar scope and cost as the MND, however a Draft and Final Mitigation Monitoring and Reporting Plan (MMRP) would not be required.

Task 4.1: MND

Task 4.1.1: Prepare Preliminary Draft MND

If one or more significant impacts are identified during the IS process, including results from the technical reports, CEQA allows the preparation of an MND when those impacts can be mitigated to a less than significant level.

The following is a list of the required contents of an IS/MND:

- A brief description of the Proposed Project.
- The location of the Proposed Project (preferably shown on a map).
- The name of the Proposed Project proponent.
- A finding that the Proposed Project will not have a significant effect on the environment.
- Mitigation measures included in the Proposed Project to avoid potentially significant effects; and
- A copy of the IS.

For each CEQA environmental checklist discipline item, the existing environmental setting of the Project site and surroundings will be characterized from the existing literature base and a site visit by an environmental analyst. An environmental impacts analysis will be prepared for each checklist entry. Results from prepared technical reports will be incorporated into the document. Based on CEQA defined significance criteria, Chambers Group will determine the potential for any adverse or significant adverse impacts and present mitigation measures to reduce any such impacts to a level below significance.

Deliverables: One electronic PDF and Word copy of the Preliminary Draft IS/MND with technical studies will be provided for District staff review.

Task 4.1.2: Public Review Draft IS/MND

Integration of Comments on Preliminary Draft MND from the District, and appropriate revisions to the MND. Preparation and distribution of copies of the Draft MND to the County, State Clearinghouse, and affected public agencies. The District will be expected to provide a distribution list of agencies and interested parties to receive notification of the Public Draft MND and associated notices.

Preparation of the Notice of Intent (NOI) for distribution during the public review to agencies, interested parties, and property owners adjacent to the Project from an approved distribution list provided by the District.

Deliverables:

- One electronic PDF copy of the public review Draft MND, one bound copy and five CDs of the public review draft MND with technical studies for Public Review Distribution by the District. This assumes no more than 300 pages per copy.
- Up to 25 notice mailings to adjacent property owners via regular mail, and up to 15 notice mailings to agencies and other organizations and interested parties via certified mail.
- For the County Clerk, two hard copies of the NOI. One for filing and one for proof of posting.

- For State Clearinghouse submittal, notices and corresponding information will be submitted through the CEQAnet portal.

Task 4.1.3: Final IS/MND

A revised Response to Comment document will be prepared which will be incorporated in the Final IS/MND.

Coordination with the District to address public comments received and comments based on available data. Draft of these responses to be provided to the District for review. Upon receipt of a complete set of comments from the commenting agencies, the Responses to Comments will be incorporated in the Final MND. The Final MND will be prepared. This document combined with the Draft MND will constitute the Final MND to be used by the District when considering approval of the Project.

While preparing the Final MND, Chambers Group will prepare a Draft MMRP as required by CEQA for review. Chambers Group will incorporate comments into the Final MMRP, which will be included in the Final MND.

The Notice of Determination (NOD) is filed following the District's decision to carry out or approve the Project for which the MND has been prepared. The District will prepare the NOD and Chambers Group will file the NOD with the State Clearinghouse and the County Clerk, if requested. The District will be responsible for CDFW filing fees, if necessary.

Deliverables:

- One electronic PDF and Word copy, one unbound copy, five bound copies and five CDs of the Final MND will be provided to the District (with no more than 300 pages per copy).
- One hard copy of the NOD to be filed with the County Clerk. Filing of the NOD with the County Clerk can only be completed via mail and processing times may vary. However, this may change depending on the State and local guidelines in response to the pandemic. The NOD will be filed with OPR electronically through the CEQAnet portal.

Task 5: Meetings/Public Hearings

One project initiation meeting (no more than one hour) and three internal progress meetings (possibly virtual) with the District assuming no more than one hour per meeting. Attendance of up to one public hearing assuming no more than 3 hours per hearing and one community meeting (if necessary) and any additional meetings on a time and materials basis.

Schedule

As Chambers Group provides these services, we are committed to completing all tasks on time. Chambers Group does not generally anticipate schedule delays on projects, but we are always prepared to address them. In response to conditional changes, Chambers Group will work with the District to determine the cause for delay and take corrective actions to readjust the schedule. Actions to ensure schedule adherence could range from adding additional technical professionals to complete the task, reassessing the direction of the task, and/or utilizing new personnel. Schedule changes due to changing conditions will be immediately brought to the attention of the District; the schedule would be updated and revised only at the District's direction and readjusted with its approval.

PROJECT ACTION	T	PROJECT
	Task 1	
	Task 2 / Task 3	
	Task 4	
Project Total		Approx. 132 Weeks

Notes:

1. This schedule is dependent upon receipt of all data requests within one week of the Notice to Proceed.
2. Technical studies will be prepared concurrent with the preparation of the IS, however the IS cannot be completed until technical studies are completed. This schedule assumes that all technical studies required have been identified in the RFP. Schedule updates and adjustments will be provided as needed. If additional technical studies are needed after the kick-off meeting, Chambers Group will provide an adjust scope, cost, and schedule.

**Exhibit B
Cost Summary**

These costs based on our best judgment of the work required to complete the Proposed Project. Chambers Group will perform the scope of work described above and will not exceed the dollar amount for each task.

TASK	COST
Task 1: Project Initiation	-
Task 1.1: Initial Meeting and Data Acquisitions	\$2,354.00
Task 1.2: Project Description	\$2,562.00
Task 2: IS Checklist	-
Task 2.1: Administrative Draft/Final IS Checklist	\$10,920.00
Task 3: Technical Studies and Analyses	-
Task 3.1: Biological Resources Analysis (Quino Checkerspot Butterfly Survey and Focused Quino Checkerspot Butterfly Surveys and Report for Two Consecutive Years for Restoration Area	\$48,820.00
Task 3.2: Biological Resources Analysis (Coastal California Gnatcatcher Focused Surveys and Report)	-
Focused California Gnatcatcher Surveys and Report for Two Consecutive Years for Restoration Area	\$37,020.00
Task 3.3: Biological Resources Analysis (Stenhens Kangaroo Rat)	-
Focused Small Mammal Trapping Surveys and Report for Two Consecutive Years for Restoration Area	\$19,792.00
Task 3.4 Cultural and Paleontological Resources Analysis	\$17,553.00
Task 4: MND	-
Task 4.1: Preliminary Draft MND	\$5,090.00
Task 4.2: Public Review IS/MND	\$5,586.00
Task 4.3: Final IS/MND (includes MMRP)	\$6,634.00
Task 5: Meetings/Public Hearings	\$4,714.00
	\$112,225.00