

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



**ITEM: 13.1
(ID # 18546)**

MEETING DATE:
Tuesday, July 12, 2022

FROM : Regional Parks and Open Space District:

SUBJECT: REGIONAL PARK AND OPEN-SPACE DISTRICT: Approval of Professional Service Agreement with UltraSystems Environmental, Inc. for Preliminary Environmental and Engineering Services for the Butterfield Overland Trail effective July 1, 2022 through June 30, 2022; CEQA Exempt; District 1. [\$179,940 Total Cost, up to \$17,994 in additional compensation - Development Impact Fees Western Trails 100%]

RECOMMENDED MOTION: That the Board of Directors:

1. Find that the Project, Butterfield Overland Trail Preliminary Environmental and Engineering Services, is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15306 – Information Gathering 15262 – Feasibility & Planning Studies;
2. Approve the Professional Service Agreement with UltraSystems Environmental, Inc. for the Butterfield Overland Trail Preliminary Environmental and Engineering Services with a not to exceed aggregate amount of \$179,940 for three (3) years beginning on July 1, 2022 and ending on June 30, 2025 and; authorize the Chairman of the Board of Directors to execute the same on behalf of the Regional Park and Open-Space District (RivCoParks);

Continued on page 2


ACTION:Policy


Kyla R. Brown, General Manager 6/8/2022

MINUTES OF THE BOARD OF DIRECTORS

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

Ayes: Jeffries, Spiegel, Washington and Hewitt
Nays: None
Absent: Perez
Date: July 12, 2022
xc: Parks, Recorder

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:

3. Authorize the General Manager, or designee, based on the availability of fiscal funding and as approved as to form by County Counsel, to execute change orders and amendments as required to complete the project within the boundaries of the agreement that do not exceed the sum total of ten percent (10%) of the total cost of the Agreement;
4. Direct the Clerk of the Board to return (3) copies of the executed Agreement to the RivCoParks; and
5. Direct the Clerk of the Board to file the Notice of Exemption within five (5) days of Board approval.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 179,940	\$ 0	\$ 179,940	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Development Impact Fees, Western Trails Fund #30533 100%			Budget Adjustment:	No
			For Fiscal Year:	22/23

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Professional Services Agreement (Agreement) is for work related to the preliminary environmental and engineering of the Butterfield Overland Trail Segment 4: Stoffer Property Staging Area & Bishop Canyon Trail Connector (Project) in the City of Lake Elsinore. This Project would utilize the easement and land purchased by Riverside County Regional Park and Open-Space District (RivCoParks) for the Butterfield Overland Trail and create a new staging area and connector trails for the Butterfield Overland Trail.

The easement and Stoffer Property and adjacent easement were purchased in 1998 RivCoParks for future development of the Butterfield Overland Trail.

The Agreement has been approved as to form by County Counsel.

Impact on Residents and Businesses

The Project, located in western Riverside County, will provide residents and visitors with access to the easement which runs roughly parallel to the historic route and includes an existing ridgeline trail which provides a spectacular view of the Santa Ana Mountains and the historic Butterfield Overland Stage route providing opportunity for a scenic outlook and interpretation. In addition, the Stoffer Staging Area would allow for access to the Cleveland National Forest Trails within the area.

Additional Fiscal Information:

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

RivCoParks has budgeted these services for the next three years in the amount of \$179,940, plus 10% contingency of \$17,994, not to exceed \$197,934. The Project will be funded with Development Impact Fees (DIF). The DIF program provides funds for a variety of public facilities and covers all portions of unincorporated Riverside County.

Contract History and Price Reasonableness

The Purchasing Department on behalf of Riverside County Regional Parks & Open-Space District (RivCoParks) issued Request For Proposal (RFP) RIVCO-RFP-0000437 Butterfield Overland Trail Preliminary Environmental and Engineering Services. The RFP notification was viewed by seventy-seven (77) Bidders, with six (6) Bidders that participated in a Bidder's conference, and a total of two (2) Bidder's submitting a proposal. All Proposals were carefully reviewed by an evaluation team consisting of personnel from RivCoParks. Each Proposal was evaluated based on the criteria set forth in the RFP: Bidder's Proposal, Bidder's qualifications/experience, Bidder's proposed implementation plan, overall cost, references with demonstrated success with similar work to the Scope of Services, Bidder's financial status, clarifications/exceptions/deviations, and credentials/resumes/licenses/certifications.

Based on the overall summation, it is recommended that the Agreement be awarded to UltraSystems, Environmental, Inc. (UltraSystems) as the Lowest, most responsive, and responsible bidder for this project.

CEQA Considerations

The proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant CEQA Guidelines Sections 15306 – Information Gathering and 15262 – Feasibility & Planning Studies. A planning study is being conducted to design the proposed staging area to identify the best alignments for the Butterfield Trail (Project). The consultant will be preparing CEQA Initial Study and corresponding documents associated with the Project to meet CEQA compliance.

ATTACHMENTS

Professional Services Agreement
Notice of Exemption


Suzanna Huckley, Assistant Director of Purchasing and Fleet Service

6/9/2022



Jason Farin, Principal Management Analyst

7/7/2022

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Professional Services Agreement
Notice of Exemption


Suzanna Heckley, Assistant Director of Purchasing and Fleet Service

8/9/2022


Jason Farin, Principal Management Analyst 7/7/2022

PROFESSIONAL SERVICE AGREEMENT

for

BUTTERFIELD OVERLAND TRAIL PRELIMINARY ENVIRONMENTAL

AND ENGINEERING SERVICES

between

RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT

and

ULTRASYSTEM ENVIRONMENTAL, INC.



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This Agreement, made and entered into this ____ day of _____, 2022, by and between UltraSystems Environmental, Inc., a California Corporation (herein referred to as "CONTRACTOR"), and the RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, a special district created pursuant to the California Public Resources Code Div.5, Ch.3, Art.3, (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 Work, consisting of thirteen (13) Pages, at the prices stated in Exhibit B, Payment Provisions, consisting of one (1) page.

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 Payment Provisions. 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

2.1 This Agreement shall be effective for three (3) years beginning on July 1, 2022 and ending on June 30, 2025, 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 Board of Supervisors 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, Payment Provisions. Maximum payments by DISTRICT to CONTRACTOR shall not exceed one hundred and seventy nine thousand and forty dollars (\$179,940) 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, 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 (If applicable). 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 Supervisors.

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
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-PSA-0004224); 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, and invoices shall be rendered “monthly” in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. 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 Supervisors and the DISTRICT Purchasing Agent and/or his/her designee are the only authorized DISTRICT representatives who may at any time, by written order, alter this Agreement. 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 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.

5.3 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.

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

5.5 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.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the DISTRICT immediately of a debarment. CONTRACTOR to 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.

5.7 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 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 sanction screened. 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 DISTRICT 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 DISTRICT 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 California. 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 Department 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 addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

DISTRICT REGIONAL PARK AND OPEN-SPACE DISTRICT

ATTN: Analia Gomez
4600 Crestmore Road
Jurupa Valley, CA 92509

CONTRACTOR

Attn: Betsy A. Lindsay
UltraSystems Environmental, Inc.
16431 Scientific Way
Irvine CA, 92618

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 County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, 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 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 DISTRICT of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, 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 of Riverside.

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. Professional Liability

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his/her sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. 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 County Risk Manager. If the County'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 County 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 Country'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 of Riverside 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 County 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 of Riverside 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 of Riverside 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 work; 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 County 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 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.

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.

23.13 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 (Cal. Civ. Code §§ 1633.1-1633.17) (“CUETA”) 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.

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

**DISTRICT, RIVERSIDE COUNTY REGIONAL
PARK & OPEN SPACE DISTRICT**

4600 Crestmore Road
Jutupa Valley, CA 92509

By: Chuck Wolf

Dated: 7/12/22

Chuck Washington,
Chairman Board of
Supervisors

CONTRACTOR, ULTRASYSTEMS, INC.,

By: Betsy A. Lindsay
Betsy A. Lindsay
Title: President/CEO

Dated: 5/17/2022

ATTEST:

Kecia Harper
Clerk of the Board

By: Breanna Smith
Deputy

FORM: Kristine
Bell-Valdez County Counsel

By: Kristine Bell-Valdez
Kristine Bell-Valdez
Deputy County Counsel

EXHIBIT A – SCOPE OF WORK

1) Introduction/Understanding of the Proposed Project

- a) CONTRACTOR shall perform the following Scope of Work to further the realization of Segment 4 of the Butterfield Overland Trail Project sponsored and to be implemented by the DISTRICT. The CONTRACTOR's work program shall be to:
 - i) Undertake preliminary engineering activities aimed at troubleshooting ingress/egress from Billings Lane and identifying and recommending construction and design methods by which to remedy unsafe and or substandard trail conditions; and
 - ii) Develop and prepare technical studies and a Jurisdictional Delineation at Arizona Crossings and conduct an environmental review pursuant to CEQA that addresses the aforementioned trail improvements.
- b) The Segment 4 Project is approximately 2 miles in length and is comprised of several connected linear features (existing trails, an unimproved dirt road, and a DISTRICT owned easement) generally located between the northwest corner of the City of Lake Elsinore and Temescal Canyon in Western Riverside County. Following is a brief description of the existing conditions along the likely future alignment of the subject trail.
 - i) An existing one-mile trail starts from McVicker Park over a hill using timber staircases to accommodate trail users while preventing erosion of the trail itself. This segment ends at Oak Tree Park.
 - ii) There is a potential alternate route for users unable to safely traverse the timber stairs. They could instead travel along sidewalks (Mc Vicker Canyon Park Road, Grand Avenue, Lincoln Street) which essentially goes around the large hill and rejoins the trail at Oak Tree Park. A 300-foot-long sidewalk gap is currently present on Mc Vicker Canyon Park Road.
 - iii) At Oak Tree Park, the trail becomes a 10-foot-wide gravel trail alongside Lincoln Street to its terminus just past Dale Court. The foregoing segments are essentially complete and require minimal improvements to be serviceable. The gravel material generally allows rainfall to percolate into the underlying soil. In some areas, however, there is existing erosion apparently caused by poor grading and control of runoff.
 - iv) The new one-mile trail segment starts at the end of Lincoln Street and follows existing unpaved County access roadways including Billings Lane to end at a crossing unpaved roadway. On the easterly side is a ranch at approximately the midpoint and a proposed trailhead on the Stouffer property is on the west side between the ranch and East Horsethief Trail junction.
- c) CONTRACTOR has conducted a cursory examination of the environment in which Proposed Segment 4 of the Butterfield Overland Trail Project will be located. Based on this review, CONTRACTOR is of the opinion that a well-prepared Initial Study (IS) leading to a Mitigated Negative Declaration (MND), and comprehensive Mitigation Monitoring and Reporting Program (MMRP) will collectively suffice as the appropriate CEQA compliance documentation for the Proposed Project.

2) Work Program Approach

- a) The adequacy and defensibility of this and all environmental reviews pursuant to CEQA starts with the preparation of a comprehensive Project Description. The Project Description will to a large extent reflect the results of the aforementioned preliminary engineering efforts. If faithfully and thoroughly described, the Project Description will comport with the “whole of the action” provisions promulgated under CEQA, and provide a suitable homogeneous basis from which to conduct a meaningful and efficient environmental analysis.
- b) The tasks comprising the Work Program will occur both concurrently and consecutively depending on their substance and purpose. Everything begins with a Project Kick-off Meeting between CONTRACTOR, Hunsaker Associates, the District and any other entities deemed appropriate by the DISTRICT. In this regard, since preliminary engineering will be one of the first tasks to be undertaken, it seems reasonable that representatives from Riverside County Transportation and the City of Lake Elsinore would also be present.
- c) Subsequent to the kick-off meeting preliminary engineering will ensue. As indicated above, the result of these efforts will form the basis for the Project Description to be employed as the basis for analysis in the upcoming Initial Study. Concurrently, baseline investigations for several environmental resource areas will also be initiated. Key among these will be Biological Resources and associated Jurisdictional Delineation, and Cultural Resources.
- d) Preparation of the Initial Study will follow. In addition to the aforementioned baseline data to be collected additional baseline data will be obtained in order to establish existing conditions for all 20 environmental topics. CONTRACTOR shall employ the environmental checklist format to prepare the Initial Study as set forth in Appendix G of the State CEQA Guidelines. Each question under each environmental topic shall be addressed sufficiently to draw defensible conclusions regarding impact significance and the development of suitable mitigation measures. Due to the nature of the project, it is anticipated that most of the impact analyses will focus on construction related effects.
- e) Once a preliminary Draft Initial Study (IS) has been completed it will be submitted to the DISTRICT for review and comment. Once the DISTRICT has reviewed the document and any subsequent revisions required have been made, CONTRACTOR shall prepare a draft Notice of Intent to Adopt a Negative Declaration with Mitigations (NOI/MND) and Mitigation Monitoring and Reporting Program (MMRP) for DISTRICT Review. Once the DISTRICT is satisfied, the NOI, IS/MND and MMRP will require circulation and posting.

3) CONTRACTOR MAJOR TASK 1.0 – PROJECT INITIATION/PROJECT MANAGEMENT/COORDINATION/MEETINGS

a) Task 1.1: Kick-off Meeting:

- i) CONTRACTOR shall provide one project kick-off meeting between CONTRACTOR’s Project Manager, Hunsaker, and DISTRICT staff will be scheduled to finalize the work program, identify and collect materials in the possession of the DISTRICT and relevant to the performance of this work assignment, establish working relationships among all project participants, verify the schedule and any budgetary concerns, define communication protocols, file/data transfer protocols, and discuss any other related matters. CONTRACTOR shall endeavor to generate a list of requested data/documents prior to the kick-off meeting in order to expedite and enhance the availability of the requested items at the outset. During the meeting CONTRACTOR shall memorialize the key findings, agreements, and the like and thereafter circulate draft minutes to all participants for review and comment before forwarding them to the DISTRICT for the administrative record.

b) Task 1.2: Data Collection:

- i) CONTRACTOR shall meet with the DISTRICT and appropriate DISTRICT Staff for the purpose of finalizing our data request efforts. One meeting has also been budgeted as part this effort.

c) Task 1.3: Prepare Draft Project Description:

- i) Within 10 business days from the receipt of all available project information and the results of Major Task 2.0, Preliminary Engineering below, CONTRACTOR shall prepare a draft Project Description that will ultimately be used on the forthcoming CEQA document and submit it to the DISTRICT for review and comment. This section will contain all the information required under § 15124 of the CEQA Guidelines including a description of the project-related physical improvements and the anticipated construction schedule. CONTRACTOR will revise the Project description based on comments received from DISTRICT staff.

d) Task 1.4: Project Management and Coordination/Meetings:

- i) This Task facilitates the routine management and coordination activities of CONTRACTOR's Project Manager throughout the contract performance period. Exclusive of the meetings already identified above, 3 additional progress meetings with DISTRICT Staff have been budgeted one of which will be exclusive to discussing the preliminary engineering for the proposed project.

e) CONTRACTOR's Major Task 1.0 Deliverables:

- i) Electronic copy of the meeting minutes of the project kick-off meeting in MS Word format.
- ii) Draft Project Description: One electronic copy in MS Word format.
- iii) Final Project Description: One electronic copy in MS Word format.

4) CONTRACTOR MAJOR TASK 2.0 – PRELIMINARY ENGINEERING AND ASSOCIATED EFFORTS

a) Task 2.1: Preliminary Engineering – Trail Alignment and Grading:

- i) CONTRACTOR shall create a base map that will occur using available topo from the DISTRICT at 1"=200' scale and augmented with field surveyed cross-sections at 100' interval for 11x17 exhibits with plan and profile (8 sheets). Conceptual alignment of 10' wide gravel surfaced trail and adjacent grading will be developed with multiple sections shown for the 2 mile length. Existing facilities will be noted and property boundaries shown based on assessor's maps (no boundary research or title reports are included within this scope). Should the DISTRICT desire new topo, please refer to Optional Task 2.2 below.
- ii) CONTRACTOR shall create an existing one-mile trail (McVicker Trail) starts from McVicker Canyon Park over a hill using timber staircases to accommodate trail users while prevent erosion of the trail itself. This segment ends at Oak Tree Park and shifts to a 10-foot-wide gravel paved trail alongside Lincoln Street to the end of the roadway just past Dale Court. These two segments are essentially complete and require minimal improvement with some light pole relocations and above ground utility appurtenances needing to be shifted to eliminate restrictions on the trail width.
- iii) CONTRACTOR shall use the existing one mile trail is a gravel material and generally allows rainfall to percolate into the underlying soil. In some areas, there is erosion of the trail apparently

caused by poor grading and control of runoff. This will be remedied by grading the trail to have a 2% cross slope into a "hard bottom" ditch consisting of concrete and local stones to concentrate the runoff away from the erodible trail. The ditch will be drained into the adjacent roadway by parkway culverts at appropriate locations.

- iv) There is a potential alternate route for users unable to safely traverse the timber stairs of traveling along sidewalks (Mc Vicker Canyon Park Road, Grand Avenue, Lincoln Street) which essentially goes around the large hill and rejoins the trail at Oak Tree Park. A 300 foot long sidewalk gap on Mc Vicker Canyon Park Road would need to be constructed to make this route continuous.
- v) The new one-mile trail segment starts at the end of Lincoln Street and follows existing unpaved County access roadways including Billings Lane to end at a crossing unpaved roadway. On the easterly side is a ranch at approximately the midpoint and a proposed trailhead on the Stouffer property is on the west side between the ranch and East Horsethief Trail junction.
- vi) It is anticipated the new one-mile trail segment will be graded to be compatible with the adjacent unpaved roadway and have a width of 10 feet sloped to one side at 2% for drainage into a "hard bottom" ditch consisting of concrete and local stones to concentrate the runoff away from the erodible trail. Discharge of the ditch to adjacent soil will be designed to prevent scour and erosion. The trail itself will not have impervious pavement but instead a gravel material that will allow rainfall to permeate into the underlying soil. Side slopes where required will be at 2:1 (generally stable in area soils) with minimal use of retaining structures to better blend with the natural terrain.

b) *Hydrology and Water Quality*

- i) CONTRACTOR shall conduct an evaluation of the project relative to Hydrology and Water Quality both as input to preliminary engineering activities as well as the CEQA compliance document. The trail will have a permeable surface to allow rainfall to percolate into the underlying soils. Since there is no increase in impermeable area, the peak runoff from the various storms will remain unchanged. However, there is likely to be some changes to the existing runoff patterns because of the trail construction.
- ii) CONTRACTOR's initial analysis indicates there will be no violation of any water quality or related standards caused by this project. The project design will be required to implement measures to prevent erosion, siltation and water quality degradation and the use of permeable materials for most aspects of the project will support that design. The "hard bottom" drainage ditch designs will incorporate appropriate protection measures.
- iii) However, from available information, it appears that Rice Canyon flows west to east with Dale Court and the Rice Canyon Elementary School extending south to Westwind Drive within the designated Zone A 100 year floodplain. Although the flow continues to the northeast, additional FEMA floodplain mapping was not found for that area. One source indicated the potential for ephemeral wetlands extending along the watercourse past the end of Lincoln Avenue.
- iv) Since the existing trail along Lincoln Street and the initial portion of the new trail beyond the end of Lincoln Street are both within the 100-year floodplain, additional investigation may be required to determine impacts and appropriate mitigation measures. To minimize impacts, the proposed trail will remain at the existing ground elevation to prevent loss of flood storage and/or increase in base flood elevation. However, it will be subject to flooding in significant storm events and possibly to some extent in lesser storms.

c) Major Task 2.0 Deliverables:

- i) 11 x 17 key map plus 8 plan and profile drawings (1"=100' scale on 11 x 17) with 2-3 typical sections and/or concept details on each drawing
- ii) Memorandum showing compiled available information, an evaluation of that data, and the identification of required further investigations.

d) Task 2.2: Aerial Photogrammetry/Field Survey (CONFIRMED NEEDED BY PARKS)

- i) This optional task facilitates the creation of new aerial topography for the project alignment. Hunsaker would set the flight markers in the field and wait for the flight data to come back for processing. Hunsaker would take the flyover data, process it and create a new topo map to use as a base for the project area.

e) Optional Task 2.2 Deliverable:

- i) A new aerial topo at 1"=100' scale with 2 foot contours. This will result in having 8 sheets at 11 x 17 with approx. 1/4 mile per sheet.

5) CONTRACTOR MAJOR TASK 3.0 – PREPARE TECHNICAL STUDIES/CONDUCT SURVEYS

a) Task 3.1: Reconnaissance-Level Biological Survey and Report

i) Task 3.1.1: Reconnaissance-Level Biological Survey:

- (1) CONTRACTOR's biologists will research readily available information, including relevant literature, databases, agency web sites, various previously completed reports and management plans, Geographic Information Systems (GIS) data, maps, aerial imagery from public domain sources, and in-house records to:
 - (a) Assess habitats, special-status plant and wildlife species, jurisdictional waters, critical habitats, and wildlife corridors that may occur in and near the project site, and
 - (b) Identify local or regional plans, policies, and regulations that may apply to the project. Since the proposed project is within the Western Riverside County Multi Species Habitat Plan (MSHCP) area, the relevant elements will be considered prior to survey: conservation areas, covered species, mandatory species-specific surveys, procedure for jurisdictional waters, consistency analyses, and reporting processes.
- (2) Following the literature review, CONTRACTOR's biologists will conduct a reconnaissance-level biological survey on the project site and a 150-meter/500-foot zone out from the project alignment. This survey area is referred to as the Biological Study Area (BSA). The survey will include the following:
 - (a) Habitat assessment and plant community mapping.
 - (b) Riparian/riverine/vernal pools and fairy shrimp habitat assessment.
 - (c) General plant survey.
 - (d) General wildlife survey.
 - (e) Step I burrowing owl habitat assessment.
 - (f) Wildlife movement evaluation.

- (3) CONTRACTOR shall conduct pedestrian surveys during the daylight hours and will cover all accessible areas of the BSA. CONTRACTOR's Biologists will use binoculars from strategic vantage points whenever direct access is not possible. Observations will also be made with aerial imagery for inaccessible areas. The CONTRACTOR's biologists will characterize the existing habitat and search for the presence of sensitive plant communities, special-status plants and wildlife, jurisdictional areas, and potential wildlife corridors.

ii) Task 3.1.2: Biological Resources Evaluation Report:

- (1) Following completion of the reconnaissance-level biological surveys, CONTRACTOR shall prepare a biological resources evaluation report that will:
 - (a) Summarize existing conditions;
 - (b) Assess the potential presence of sensitive biological resources;
 - (c) Analyze the potential impacts on those resources from project development;
 - (d) Recommend, as appropriate, best management practices (BMPs), avoidance and protection measures, and mitigation measures to avoid, eliminate and/or reduce environmental impacts to less than significant levels; and
 - (e) Identification of biological permits or approvals that the project may need. The report will include:
 - (i) Methods and results of the literature review and field surveys;
 - (ii) Figures depicting the size and location of plant communities and other sensitive biological resources;
 - (iii) A complete flora and fauna compendium; and
 - (iv) Site photographs.

(2) Deliverables

- (a) One electronic copy of the draft and final biological resources evaluation report

b) Task 3.1.3: Determination of Biologically Equivalent or Superior Preservation (DBESP):

- i) The DISTRICT requires a Determination of Biologically Equivalent or Superior Preservation (DBESP) Report in accordance with the Western Riverside Multiple-Species Habitat Conservation Plan (WRMSHCP) for impacts to riparian/riverine areas/vernal pools. If avoidance is not feasible (if it is not feasible to conserve at least 90 percent of the area) and the project plan is not consistent with WRMSHCP guidelines, then a practical alternative that minimizes direct and indirect effects to these habitats and associated functions and values to the greatest extent possible must be implemented. If a practical alternative is selected, a DBESP report according to Section 6.1.2 of the WRMSHCP will be required.
- ii) CONTRACTOR shall prepare and submit for review an electronic copy of the draft DBESP to the DISTRICT that documents the methods and results of the literature review and the field surveys and a detailed discussion of the riparian/riverine/vernal pool habitat onsite that is proposed to be impacted. The DBESP will include a quantification of unavoidable impacts to riparian/riverine areas and vernal pools associated with the project, including direct and indirect effects and an evaluation of whether the project is biologically equivalent or superior to the baseline condition. It will also recommend, as appropriate, best management practices (BMPs), avoidance and protection measures, and mitigation measures to reduce or avoid potential environmental impacts to less than significant levels. After receiving one round of consolidated comments, CONTRACTOR shall

finalize the report and submit one electronic and one hard copy to the Sanitation District and three hard copies to the EPD.

iii) **Assumptions**

- (1) This task includes not more than one meeting with the DISTRICTCOUNTY and resource agencies. CONTRACTOR's experience indicates that consultation with the resource agencies and the DISTRICT may require an unknown number of meetings and revisions to the DBESP. Additional meetings, site visits, responses to comments, revisions requested by the resource agencies will be conducted on a time and material basis.

iv) **Deliverables**

- (1) *One electronic copy of the draft and final DBESP to the DISTRICT.*
- (2) *One electronic copy and three hard copies of the final DBESP to the DISTRICT.*

c) **Task 3.1.4: Jurisdictional Delineation Survey and Report**

i) **Task 3.1.4.1: Jurisdictional Delineation Surveys:**

- (1) CONTRACTOR shall conduct a formal jurisdictional delineation survey at two crossings along the project alignment and a 150-meter/500-foot zone out from the project site. This survey area is referred to as the Biological Study Area (BSA). The survey will be conducted according to current U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and California Department of Fish and Wildlife (CDFW) guidelines, such as the:
 - (a) The State Water Resources Control Board methodology as described in the State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State (Procedures) (2019)
 - (b) U.S. Army Corps of Engineers (USACE) methodology as provided in the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0) (2008).
 - (c) Updated Datasheet for the Identification of the Ordinary High Water Mark (OHWM) in the Arid West Region of the Western United States (2010).
 - (d) Corps of Engineers Wetland Delineation Manual (1987),
 - (e) County of Riverside's Multi-Species Habitat Conservation Plan (WRCMSHCP), 6.1.2 Protection of Species Associated *with Riparian/Riverine Areas and Vernal Pools*.
- (2) The survey shall record:
 - (a) Wetland hydrology, hydric soils, hydrophytic vegetation, and signs of an ordinary high-water mark (OHWM);
 - (b) The presence of a well-defined bed and bank;
 - (c) Areas of water flow; and
 - (d) Vegetation within and along the jurisdictional areas. Width and length measurements of USACE, RWQCB, and CDFW jurisdictional areas will be delineated in the field using a hand-held GPS unit, 100-meter measuring tape, and/or aerial imagery. Following field mapping, CONTRACTOR GIS staff would take the measurements and digitize them into an ArcGIS file. Acreages of each applicable agency's jurisdiction would then be calculated.

ii) **Task 3.1.4.2: Jurisdictional Delineation Survey Report:**

- (1) Following completion of the jurisdictional delineation surveys, CONTRACTOR shall prepare a jurisdictional delineation report in accordance with agency guidelines. The report will:
 - (a) Summarize existing conditions;
 - (b) Assess the potential presence of jurisdictional areas;
 - (c) Analyze the potential impacts to jurisdictional areas from project development;
 - (d) Recommend, as appropriate, best management practices (BMPs), avoidance and protection measures, and mitigation measures to minimize or avoid impacts to jurisdictional areas to less than significant levels; and
 - (e) Provide an identification of jurisdictional permits that the project may need. The report will include:
 - (i) Methods and results of the literature review and field surveys;
 - (ii) Figures depicting the size and location of jurisdictional areas, if any;
 - (iii) Site photographs; and
 - (iv) Field data sheets. The report will comply with the requirements of the USACE, RWQCB, and CDFW and support permits required for the project from federal and state resource agencies.

(2) **Deliverables**

- (a) One electronic copy of the draft and final jurisdictional delineation report to the DISTRICT.
- (b) Three electronic copies of the final jurisdictional delineation report to USACE, RWQCB, and CDFW.
- (c) One electronic copy of ESRI Shapefiles (NAD83) for delineated waters to the DISTRICT. GIS layers of Waters of the U.S. – non-wetland waters, Waters of the U.S. – USACE defined wetlands, Waters of the State, and CDFW jurisdictional waters would be separated and clearly labeled.

(3) **General Survey Assumptions**

- (a) CONTRACTOR's personnel have not visited the project site to determine existing setting. Instead, review of aerial imagery and existing documents were completed to determine survey needs. This proposal presumes that the minimal amount of survey will be necessary to meet environmental compliance. Additional survey needs may arise as additional information about the project is obtained.
 - (i) This scope of work does not include protocol surveys for protected plant or wildlife species.
- (b) If field work is interrupted by weather or other circumstances beyond control, additional survey dates and travel costs may be incurred.

(4) **General Report Assumptions**

- (a) Draft reports shall be electronically submitted to the DISTRICT within 30 days of completion of the specific survey. Comments will be provided by the DISTRICT on the draft report within two weeks of submittal. CONTRACTOR shall respond to one (1) set of consolidated comments on the draft report from the DISTRICT and finalize the report within two weeks of receiving the DISTRICT's comments. The DISTRICT may consolidate comments from multiple reviewers. DISTRICT's response to additional rounds of

comments and making additional revisions and resubmittals to the report and/or figures may require a change order.

- (b) Changes in the project description, project boundary, and project footprint (design) could trigger additional analyses, calculations, resubmittals and/or revisions to the report and/or figures. These additional actions will be billed on a time and materials basis or a change order will be required.
- (c) In order to facilitate the project for mapping purposes, the DISTRICT shall provide CONTRACTOR with CAD data that defines coordinated system or GIS shapefiles/geodatabase or Google Earth kmz/kml files that digitally illustrate the project boundary and project footprint (permanent and temporary impacts). If digital data is provided without a defined coordinate system or as static graphics (i.e. pdf, jpg, etc.), which require georeferencing, then a change order will be requested for mapping and conversion of data into a GIS compatible format.
- (d) Permit processing, resource agency consultations, responding to DISTRICT comments on the report, and site visits with the resource agencies are not a part of this contract. Additional requests from regulatory agencies will be billed on a time and materials basis and/or a change order must be fulfilled.
- (e) Exhaustive details of mitigation design, implementation, and monitoring programs are not part of this scope.

d) Task 3.2: Air Quality/Greenhouse Gas Emissions:

- i) CONTRACTOR shall prepare an air quality/greenhouse gas emissions technical study focusing primarily on project construction. The air quality and GHG technical section will use information, from the recently adopted 2016 Air Quality Management Plan. Existing conditions will be documented by summarizing baseline air quality information, including area topography and meteorology and their influence on air quality; the relevant state and federal ambient air quality standards (AAQS); ambient monitoring data from the closest monitoring station(s) to the Project Site for the past three years; and attainment status with respect to state and federal AAQS. Ambient monitoring data available from the South Coast Air Quality Management District (SCAQMD), California Air Resources Board (ARB), and U.S. Environmental Protection Agency (EPA) websites will be incorporated. The setting will also identify existing and reasonably foreseeable sensitive receptors. It will also identify existing major sources of air pollutants in the project vicinity, including sources of toxic air contaminants and odorous emissions. The regulatory setting will also discuss plans to achieve the state and federal AAQS, and rules and regulations that may apply to stationary sources associated with operation of the proposed project.
- ii) CONTRACTOR shall work with the project team to develop construction equipment and phasing assumptions. The emissions for volatile organic compounds (VOC), oxides of nitrogen (NO_x), carbon monoxide (CO), particulate matter (PM₁₀, PM_{2.5}) and sulfur oxides (SO_x) will be estimated under both construction and operational related conditions. Where significant impacts are identified, mitigation measures will be identified and discussed. Mitigation measures in the form of land use and energy policies and best management practices will be recommended to reduce or avoid potential project-specific or cumulative impacts on air quality. Where possible, the effectiveness of the mitigation measures will be quantified, and the significance of the project impacts with mitigation will be reevaluated and compared to the significance thresholds.

- iii) CONTRACTOR shall prepare a GHG inventory and analysis for the project. The GHG analysis will be conducted for (1) baseline (existing) conditions, (2) conditions commensurate with the proposed maximum developed use of the property assuming GHG reduction measures required by Assembly Bill (AB) 32 and other State mandates are adopted, and (3) conditions commensurate with the proposed maximum developed use of the property assuming GHG reduction measures required by AB 32 and other State mandates are not adopted (i.e., business as usual (BAU) conditions). The GHG section will include the following:
 - iv) Calculation of annual emissions of the principal GHGs (carbon dioxide, methane, and nitrous oxide) and carbon dioxide equivalent (CO_{2e}) for the three conditions noted above. CONTRACTOR shall use newest CalEEMod program (v. 2016.3.1) and spreadsheets developed by CONTRACTOR for numerous similar analyses. For indirect sources, the California Climate Action Registry General Protocol and other sources will be used in cases where CalEEMod is inadequate. The analysis will include direct emissions and several types of indirect emissions.
 - v) Propose, with input from the DISTRICT, quantitative or semi-quantitative thresholds of significance for GHG emissions for use in this analysis. One potential threshold may be a certain percentage of emission reduction from the BAU value.
 - vi) Recommend mitigation measures, as needed, for GHG emissions from the project.

vii) **Deliverable:**

- (1) Draft and **Final** Air Quality/GHG Emissions Impact Assessment in PDF format

e) **Task 3.3: Cultural Resources Assessment:**

- i) CONTRACTOR shall prepare a Cultural Resources Assessment with a Phase I Records Search for a one-mile radius around all project elements. The assessment will again focus primarily on construction related effects. The Native American Heritage Commission (NAHC) would be contacted to request a search to identify Sacred Lands and cultural significant sites, if any, and obtain a list of Native American tribes, organizations and interested individuals that should be contacted to provide information on culturally important sites within the one-half mile Area of Potential Effect (APE). Prehistoric and historic archaeological literature and record reviews would include prior Environmental Impact Reports (EIRs), cultural technical reports, site records, previous assessments, research designs, monitoring programs, and related cultural documentation to identify cultural resources within the APE. Records would be reviewed at the California Historical Information Systems (CHRIS) center. Background information on the relationship between the proposed project and the historic alignment of the Butterfield Trail, a national resource, will also be obtained and presented
- ii) A pedestrian survey of the Project Site following standard professional archaeological procedures would be conducted to determine if cultural resources are present on the surface, and identify areas with a high possibility of containing subsurface cultural resources. Artifacts, features, sites and structures greater than 50-years of age would be photographed and recorded. Based on these data, a Phase I Cultural Resource Survey Report would be prepared to: document research methodology and findings, provide recommendations for avoidance or preservation of cultural resources that may be encountered during construction or other project activities, and provide mitigation

measures to protect and preserve cultural resource if avoidance is not feasible in compliance with CEQA and local standards. A site record and/or site record update would be completed and submitted to appropriate agencies upon completion of the field survey. The Phase I Cultural Report would be provided as an appendix to the IS/MND. In addition, CONTRACTOR shall assist the DISTRICT with project review related to AB 52 and Tribal Cultural Resources.

iii) **Deliverable:**

(1) Cultural Resources Assessment.

f) **Task 3.4: Noise Impact Assessment:**

- i) CONTRACTOR shall prepare a noise impact assessment that will form the basis of the noise section of the upcoming CEQA compliance document. Again, this assessment will also focus exclusively on construction-related impacts. The study will document ambient noise levels experienced along studied roadway segments and at the property lines of any existing sensitive receptors near elements of the Proposed Project. Ambient noise levels will be documented using a Quest Technologies, SoundPro, DL-1-1/3 noise meter that meets the standards outlined in ANSI S1.13-1995 (American National Standard Measurement of Sound Pressure Levels in Air). Noise levels generated by construction activities will be calculated. CONTRACTOR has substantial experience with calculating noise levels, including demolition and site preparation, excavation, and construction. Estimated construction noise levels will be compared to the General Plan Noise Element and the County's Development Code to determine whether significant impacts would occur. Using noise prediction modeling, CONTRACTOR shall determine the potential for the project to cause a substantial permanent noise increase above levels without the project at the property line.
- ii) Predicted noise levels will be compared to adopted thresholds and goals, policies, and objectives from the DISTRICTCOUNTY and City of Lake Elsinore General Plans and conclusions will be drawn as to whether any potential increase would represent a significant acoustical impact requiring mitigation. Noise levels generated by on-site uses, machinery during construction, construction delivery trucks, landscape equipment, will also be discussed and compared to adopted standards. Mitigation will be proposed for all significant noise impacts.

iii) **Deliverable:**

(1) Noise Impact Assessment.

6) **CONTRACTOR'S MAJOR TASK 4.0 – INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION**

i) **Task 4.1: Initial Study.**

(1) CONTRACTOR shall prepare an Initial Study (IS) pursuant to the requirements of CEQA § 21080 and §§ 15060 through 15065 of the CEQA Guidelines. Well supported responses to each of the questions listed in CEQA Appendix G, Environmental Checklist will be provided.

ii) **Task 4.2: Administrative Draft Initial Study.**

- (1) CONTRACTOR shall prepare an Initial Study (IS) pursuant to the requirements of CEQA Section 21080 and Sections 15060 through 15065 of the CEQA Guidelines. Technical analyses (refer to **Major Task 2.0**) will be conducted for different environmental resource areas, as needed and well supported responses for all questions listed in CEQA Appendix G will be provided. Environmental issues to be considered include the following topical areas along with the required Mandatory Finding of Significance. For this Proposed Project, since most of the analyses will be related to project construction, the COUNTY's General Plan and attendant codes and ordinances will be utilized to the maximum feasible extent. Applicable City of Lake Elsinore standards and guidelines will also be considered.

Topical Areas to be Discussed		
Aesthetics	Greenhouse Gas Emissions	Population/Housing
Agricultural & Forestry Resources	Hazardous Materials	Public Services
Air Quality	Hydrology and Water Quality	Recreation
Biological Resources	Land Use/Planning	Transportation/Traffic
Cultural Resources	Mineral Resources	Utilities and Service Systems
Geology & Soils	Noise	Tribal Cultural Resources
Wildfires	Mandatory Findings of Significance	Energy

- (2) The information developed in the IS will serve as substantial evidence that supports a preliminary conclusion that: (the project would not produce a significant effect on the environment, and a Negative Declaration (ND) may be issued, or (the project would not produce a significant effect on the environment provided that certain proposed mitigation measures are implemented, and a Mitigated Negative Declaration (MND) may be issued, or (an Environmental Impact Report (EIR) should be prepared. Should the District determine that, based on the Initial Study, there is no substantial evidence that the project may cause a significant effect on the environment, or that certain measures would avoid or mitigate potentially significant effects below the level of significance, CONTRACTOR shall prepare a Mitigated Negative Declaration (MND) for the project.

iii) Task 4.3: Administrative Draft MND and Mitigation Monitoring Program.

- (1) CONTRACTOR shall use the Initial Study as the basis for preparation of the administrative draft MND. Mitigation measures would be selected to avoid or reduce potential environmental impacts to less than significant levels, where feasible. CONTRACTOR shall also prepare a draft Mitigation Monitoring and Reporting Program (MMRP) pursuant to CEQA Guidelines Section 15097.
- (2) The MMRP will specify:
- (a) the responsibility for implementation;
 - (b) The timing for implementation;
 - (c) The mechanisms of monitoring activities, including the frequency, contact and format for reporting requirements; and
 - (d) The content, requirements and ultimate disposition of a Final MMRP. CONTRACTOR shall submit the administrative draft IS/MND and MMRP to DISTRICT staff for a two-week review and comment period. CONTRACTOR anticipates that one round of DISTRICT review will occur.

iv) Task 4.4: Public Draft IS/MND and MMRP.

(1) After receipt of DISTRICT's comments on the administrative draft IS/MND and MMRP, CONTRACTOR shall revise the administrative draft IS/MND and MMRP based on the comments received and resubmit it to the DISTRICT as the Public Draft IS/MND. After DISTRICT's review and approval, CONTRACTOR shall finalize the draft IS/MND for print and public circulation.

v) **Major Task 4.0 Deliverables:**

(1) Administrative Draft IS/MND, Pre-press Final IS/MND - One electronic copy in MS Word and one electronic copy in PDF format.

7) **CONTRACTOR'S MAJOR TASK 5.0 – PUBLIC AND DISTRICT REVIEW**

a) **Task 5.1: Public and Agency Review of Draft IS/MND.**

i) CONTRACTOR shall work with the DISTRICT to compile the public and agency distribution list. CONTRACTOR shall identify Local, Responsible and Trustee agencies defined in CEQA Guidelines §§ 15381 and 15386, and will consult with each, as appropriate, to satisfy Public Resource Code (PRC) § 21080.3 and CEQA Guidelines § 15063(g). CONTRACTOR shall submit the draft distribution list to the DISTRICT for review and comment.

ii) CONTRACTOR shall prepare a master copy of the Public Draft IS/MND for reproduction. CONTRACTOR shall coordinate the production of copies for public distribution and deliver the environmental document (IS/MND) to the State Clearinghouse.

iii) CONTRACTOR shall complete the following tasks on behalf of the DISTRICT.

(1) Prepare and distribute the appropriate Notice of Intent (NOI) to the Riverside County Clerk and State Clearinghouse to announce the 21 day public review period as required by Public Resources Code § 21091(b) and CEQA Guidelines § 15073(a).

(2) Mail up to twenty-five (25) required notices to affected agencies and interested persons or stakeholders. Mailings will be via **certified mail** (return receipt requested). Proof of deliveries will be assembled, and provided to the DISTRICT to document compliance. The NOI will indicate the final day for accepting written comments.

(3) CONTRACTOR shall provide a version of the NOI as a legal ad for posting in a newspaper of local circulation. After printing, CONTRACTOR shall be provided copies of the newspaper's tear sheet and proof of publication. This information will then be incorporated into a Responses to Comments document.

b) **Major Task 5.0 Deliverables:**

i) One (1) electronic copy each in MS word and .pdf format of the Notice of Intent and Distribution List.

ii) IS/MND/NOI - 20 hard-copies will be provided to the DISTRICT, along with an electronic copy of these files.

iii) Fifteen (15) CDs will be sent to the State Clearinghouse, along with the NOC and the Summary Form.

8) **CONTRACTOR'S MAJOR TASK 6.0 RESPONSES TO COMMENTS AND FINAL IS/MND**

a) **Task 6.1: Response to Comments.**

- i) CONTRACTOR shall prepare responses to environmental comments received on the Draft IS/MND. Upon receipt of comments on the IS/MND during the 30-day review period, CONTRACTOR shall review the content of the letters to determine the nature and extent of the response to comments (RTCs) effort. This scope of work assumes CONTRACTOR shall prepare responses for up to twenty environmental comments received on the Draft IS/MND. The RTCs would be provided to the DISTRICT, and after receiving one set of consolidated comments from the DISTRICT, the RTCs would be finalized.

b) **Task 6.2: Final IS/MND and Mitigation Monitoring and Reporting Program.**

- i) CONTRACTOR shall prepare the final IS/MND that will include revisions to the Draft IS/MND based on comments received. If required, CONTRACTOR shall assist the DISTRICT in soliciting and incorporating the views of Responsible Agencies regarding the scope and the appropriate aspects of the monitoring and reporting program, and finalize the MMRP.

c) **Task 6.3: Notice of Determination.**

- i) CONTRACTOR shall prepare the project Notice of Determination (NOD) and post it after the DISTRICT has adopted the Final IS/MND. CONTRACTOR's staff will post the NOD with the Office of the County Clerk within **two days** of the approval of the Final MND. The Payment of County Clerk filing fees (\$75) needed to file the NOD with the County Clerk would be borne by CONTRACTOR. A copy of the NOD will also be sent to the State Clearinghouse. Additionally, CONTRACTOR shall pay the CDFW fees for this project during the same time the NOD is posted with the County Clerk. This Task assumes reimbursement for all fees paid on behalf of the DISTRICT.

d) **Major Task 6.0 Deliverables:**

- i) One (1) electronic copy each in MS word and .pdf format of the Draft Response to Comments.
- ii) One printed copy, five (5) CDs in .pdf format, and one (1) electronic copy in MS Word of the Final Response to Comments, and Final IS/MND including the Final MMRP.
- iii) One (1) electronic copy each in MS Word and .pdf format of the NOD.

EXHIBIT B – PAYMENT PROVISIONS

CONTRACTOR shall offer 2% net 15 payment discount

COUNTY shall pay CONTRACTOR the following rates specified, not to exceed the maximum payment amount specified herein during the life of the Agreement.

CONTRACTOR's per rates shall be all inclusive including but not limited to, 5% technology and client support fee, printing, mileage, postage, meals, shipping, time in route, taxes, exchanging of ideas, meetings with COUNTY, soft costs, airfare, lodging, etc.

CONTRACTOR shall only bill for actual time incurred; therefore, if actual hours are less than estimated, your final costs will also be less. If CONTRACTOR anticipates additional costs, CONTRACTOR shall notify the COUNTY in writing or via email two (2) business days in advance of anticipated additional costs. COUNTY shall approve any additional costs prior to the beginning of additional costs and said costs shall be memorialized as an amendment to this Agreement, if necessary. Additional costs may include, but not limited to, evidence of fraud is uncovered, and a more thorough investigation is pre-approved by the COUNTY.

CONTRACTOR shall not charge the COUNTY or bill time to inform the COUNTY, whether at COUNTY's request or not, of CONTRACTOR's progress and to address any of COUNTY's concerns identified based on the documentation/information available. For the avoidance of doubt, the parties agree, said services shall be free of charge.

Task #	Description	Guaranteed Maximum Price
1	Assessment of existing conditions	\$0
2	Environmental Assessment/Initial Study preparation. <u>Note:</u> Includes assessment of existing conditions and project impacts	\$106,300
3	Preliminary Engineering and Grading Plan	\$73,640
	Total:	\$179,940
4	Aerial Photogrammetry/Field Survey - Optional	\$10,970
5	Total w/Optional	\$190,910

Labor Category	Project Director	Senior Project Manager	Senior Principal Engineer	Scientist/Engineer	Senior Planner	Associate Planner	Planner/Analyst	Senior Biologist I	Staff Biologist I	Cultural Specialist	Archaeologist	Senior GIS Analyst	Word Processor	Total		Vehicle Travel		Direct Costs		Direct Expense	TOTAL (rounded)
														Hours	Cost	Miles	Cost	Sub	Markup 10%		
Hourly Rate	\$185.00	\$165.00	\$175.00	\$150.00	\$125.00	\$120.00	\$110.00	\$125.00	\$110.00	\$125.00	\$120.00	\$110.00	\$75.00								
1.0 Project Initiation, Project Management, Coordination, Project Description																					
1.1 Kick Off Meeting	2	3	0	0	0	0	0	0	0	0	0	0	1	10	\$1,800.00	270	\$157.50	\$100	\$0.00	\$0.00	\$16.00
1.2 Data Collection	0	0	0	4	4	4	4	3	0	2	2	0	1	27	\$3,050.00	180	\$41.90	\$0.00	\$0.00	\$0.00	\$1.10
1.3 Project Description	1	4	0	0	0	0	4	0	0	0	0	4	4	27	\$1,900.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00
1.4 Project Management & Coordination/Meetings	3	20	0	4	4	0	0	0	0	2	4	2	2	39	\$2,850.00	270	\$107.00	\$0.00	\$0.00	\$0.00	\$1.50
	Subtotal																				
1.5 Environmental Assessment/Associated Efforts	7	27	0	8	16	15	8	4	8	2	4	8	8	127	\$14,340.00	688	\$112.50	\$0.00	\$0.00	\$0.00	\$11.50
2.1 Preliminary Assessment/Associated Efforts	1	2	0	0	0	0	0	0	0	0	0	0	0	3	\$515.00	0	\$0.00	\$6,477.00	\$6,477.00	\$0.00	\$21.00
2.2 Aerial Photography/Quick Survey (DP/DEM/ALS)	1	2	0	0	0	0	0	0	0	0	0	0	0	3	\$155.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Subtotal																				
3.0 Prepare Technical Studies/Consult Services																					
3.1 Geomorphologic/Literary/Biological Survey Report	0	2	0	0	4	4	16	20	0	0	16	8	18	100	\$11,100.00	180	\$61.67	\$0.00	\$0.00	\$0.00	\$12.00
3.1.1 Geomorphologic/Literary/Biological Survey Report	0	2	0	0	4	4	16	20	0	0	16	8	18	100	\$11,100.00	180	\$61.67	\$0.00	\$0.00	\$0.00	\$12.00
3.1.2 Biological Resources Evaluation Report	0	2	0	0	4	4	16	20	0	0	16	8	18	100	\$11,100.00	180	\$61.67	\$0.00	\$0.00	\$0.00	\$12.00
3.1.3 DRESP	0	2	0	0	4	4	16	20	0	0	16	8	18	100	\$11,100.00	180	\$61.67	\$0.00	\$0.00	\$0.00	\$12.00
3.1.4 Biological Resources Survey and Report	0	2	0	0	4	4	16	20	0	0	16	8	18	100	\$11,100.00	180	\$61.67	\$0.00	\$0.00	\$0.00	\$12.00
3.2 Air Quality/Climate Change Evaluations	0	2	16	16	0	2	2	8	0	0	0	4	4	4	\$6,740.00	180	\$37.44	\$0.00	\$0.00	\$0.00	\$7.80
3.3 Cultural Resource Assessment	0	2	0	0	4	4	16	20	0	0	16	8	18	100	\$11,100.00	180	\$61.67	\$0.00	\$0.00	\$0.00	\$12.00
3.4 Noise Impact Assessment	0	2	16	16	0	4	4	16	0	0	16	8	18	100	\$11,100.00	180	\$61.67	\$0.00	\$0.00	\$0.00	\$12.00
	Subtotal																				
4.0 Initial Study, Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program																					
4.1 Add Response Draft Initial Study	1	16	8	8	28	12	8	8	8	8	2	8	12	103	\$12,945.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$12.00
4.2 Add Response Draft Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program	1	8	0	0	22	8	0	0	0	0	8	8	8	33	\$4,025.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$4.00
4.3 Public Draft EIS/NEIS and MMRP	1	8	0	0	8	4	0	0	0	0	8	8	8	24	\$3,025.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$4.00
	Subtotal																				
5.0 Public Draft Initial Study, Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program																					
5.1 Public Draft EIS/NEIS and MMRP	1	0	0	2	4	4	4	1	1	1	0	1	1	10	\$1,820.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00
	Subtotal																				
6.0 Public and Agency Review																					
6.1 Public and Agency Review of Draft EIS/NEIS	1	2	0	0	4	4	2	2	0	0	2	4	4	29	\$3,245.00	100	\$32.45	\$0.00	\$0.00	\$0.00	\$0.00
	Subtotal																				
7.0 Response to Comments, Final EIS/NEIS, Notice of Determination																					
7.1 Response to Comments	0	4	3	2	4	4	0	0	0	0	0	0	2	28	\$2,700.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$17.00
7.2 Final EIS/NEIS/MMRP	1	2	1	2	4	4	4	0	0	0	0	0	2	19	\$2,100.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$4.00
7.3 Notice of Determination	1	12	3	0	0	4	0	0	0	0	0	0	2	11	\$1,475.00	280	\$131.82	\$0.00	\$0.00	\$0.00	\$43.00
	Subtotal																				
TOTAL (including overhead costs) (Hours)	15	93	39	49	72	88	64	111	69	37	24	89	81	840							
TOTAL (including overhead costs) (Cost)	\$2,775.00	\$15,245.00	\$6,825.00	\$7,350.00	\$9,000.00	\$10,480.00	\$4,840.00	\$11,875.00	\$8,370.00	\$1,995.00	\$2,880.00	\$6,790.00	\$4,675.00		\$99,810.00	1790	\$55.20	\$71,000.00	\$7,540.00	\$5,982.10	\$116.00