

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



ITEM: 13.1
(ID # 21194)

MEETING DATE:
Tuesday, March 14, 2023

FROM : Regional Parks and Open Space District:

SUBJECT: REGIONAL PARK AND OPEN-SPACE DISTRICT: Approve First Amendment to Professional Services Agreement between The Riverside County Regional Parks and Open-Space District and UltraSystems Environmental, Inc. for the Butterfield Overland Trail Preliminary Environmental and Engineering Services; District 2. [\$33,180 Total Amendment Cost - Western Trails Development Impact Fees 33120 100%]

RECOMMENDED MOTION: That the Board of Directors:

1. Approve the first amendment to the Professional Services Agreement between the Riverside County Regional Parks and Open-Space District ("RivCoParks") and Ultrasystems Environmental, Inc. ("Consultant") for Butterfield Overland Trail Preliminary Environmental and Engineering Services; and
2. Authorize the Chairman of the Board to execute the Amendment on behalf of the District; and
3. Direct the Clerk of the Board to return four (4) copies of the executed Amendment to the District.

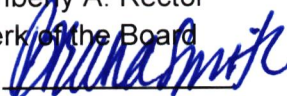
ACTION:Policy


Kyla R. Brown, General Manager 2/8/2023

MINUTES OF THE BOARD OF DIRECTORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: March 14, 2023
xc: Parks

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|--|-----------------------------|--------------------------|---------------------------|---------------------|
| COST | \$ 33,180 | \$ 0 | \$ 33,180 | \$ 0 |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| SOURCE OF FUNDS: DIF Western Trails Fund 100% | | | Budget Adjustment: | No |
| | | | For Fiscal Year: | 22/23 |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On July 12, 2022 by by Minute Order 13.1 your honorable board approved and authorized the Professional Services Agreement (Agreement) 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 will utilize easements and land purchased by Riverside County Regional Park and Open-Space District (RivCoParks) to create a new staging area and connector trails for the Butterfield Overland Trail.

Upon initiating the work, an additional approximately one (1) mile segment of potential undeveloped trail was identified as being congruent with the proposed alignment for Segment 4 of the Butterfield Overland Trail. RivCoParks wishes to amend consultant’s existing agreement to include engineering services for this new segment. Consultant has provided a cost estimate in the amount of \$33,180 to complete the added work.

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

Impact on Citizens and Businesses

The Project will provide residents and visitors of western Riverside County 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 will allow for access to the Cleveland National Forest Trails within the area.

Contract History and Price Reasonableness

Proposals were solicited for the Scope of Work for the Preliminary Environmental and Engineering services in November 2021 and closed in January 2022. UltraSystems was the only proposer and found to be responsive and reasonably priced. Contract was awarded in the amount \$179,940.

The proposed amendment would add an additional \$33,180, bringing the contract total to \$213,120. The amendment does not create a new DIF commitment. The cost of the amendment

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will be deducted from the existing commitment for Temescal Canyon Trail Expansion, which was approved by the Board of Supervisors by M.O. 3.34 on 9/28/04.

**ATTACHMENTS:
Amendment 1**



Jason Farin, Principal Management Analyst 2/27/2023

Ronak Patel

Ronak Patel, Deputy County Counsel 2/23/2023

FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT
FOR ENGINEERING AND DESIGN SERVICES

By and Between
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT
And
ULTRASYSTEMS ENVIRONMENTAL, INC.

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT FOR ENGINEERING AND DESIGN SERVICES ("First Amendment"), dated as of March 14, 23, is entered into by and between RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, a special district, ("District"), and Ultrasystems Environmental, Inc., a California corporation, ("Consultant"), sometimes collectively referred to as the "Parties".

RECITALS

- A. The DISTRICT and CONSULTANT entered into that certain **Professional Service Agreement** dated July 12, 2022 (the "Original Agreement") pursuant to which District had retained the services of Consultant to provide preliminary environmental and engineering services for Butterfield Overland Trail in Riverside County, more particularly described in the **Original Agreement**.
- B. The District has determined that additional engineering services are needed for development of the Butterfield Overland Trail.
- C. The Original Agreement together with this First Amendment are collectively referred to herein as the "Agreement".
- D. The Parties now desire to amend the Original Agreement to amend the scope of work and increase the total compensation amount for the Agreement.

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

1. DESCRIPTION. EXHIBIT A of the Agreement is hereby amended to include the following:

The CONSULTANT shall provide the following additional engineering services ("Additional Services") related to the design and development of the Butterfield Overland Trail Segment 4: Preliminary engineering for an additional one mile of congruent trail. This additional work effort includes plan and profile, boundary and easements, aerial topographic, information processing. The detailed work description and cost proposal with supporting fee breakdown for the Additional Services is attached hereto as **EXHIBIT D** and by this reference incorporated herein.

2. CONSULTANT'S COMPENSATION. Section 3.1 of the Agreement is hereby amended by the following:

The DISTRICT shall pay the CONSULTANT for the Additional Services performed, in accordance with the terms of Exhibit C, Payment Provisions, an amount not to exceed \$33,180. Upon approval of this First Amendment, the total compensation amount for all services, which includes the Original Scope of Services and the Additional Services, shall not exceed a sum total of Two Hundred Thirteen Thousand One Hundred and Twenty Dollars (\$213,120). 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 C, DISTRICT shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3. CAPITALIZED TERMS. First Amendment to Prevail. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Agreement, as heretofore amended. The provisions of this First Amendment shall prevail over any inconsistency or conflicting provisions of the Agreement, as heretofore amended, and shall supplement the remaining provisions thereof.

4. MISCELLANEOUS. Except as amended or modified herein, all the terms of the Original Agreement shall remain in full force and effect and shall apply with the same force and effect. Subject to the provisions of the Agreement as to assignment, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provisions of this Amendment or the Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Agreement and all such other provisions shall remain in full force and effect. The language in all parts of the Agreement shall be construed according to its normal and usual meaning and not strictly for or against either Party. Neither this Amendment, nor the Original Agreement, nor any notice nor memorandum regarding the terms hereof, shall be recorded by Consultant.

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

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[Signature Provisions on Following Page]

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

DISTRICT

RIVERSIDE COUNTY REGIONAL
PARK AND OPEN-SPACE DISTRICT

Signature: 

CHUCK WASHINGTON

Chairman, Board of Directors

Dated: 3/14/23

CONSULTANT

ULTRASYSTEMS ENVIRONMENTAL, INC.
16431 Scientific Way Facsimile:
Irvine, CA 92618-435

Signature: _____

Dated: _____

ATTEST:


Kimberly Rector
Clerk of the Board

By: 
Deputy

(Seal)

APPROVED AS TO FORM:

Minh Tran
County Counsel

By: 
Kristine Bell-Valdez
Supervising Deputy County Counsel