

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



**ITEM: 13.6
(ID # 25711)**

MEETING DATE:
Tuesday, August 27, 2024

FROM : Regional Parks and Open Space District

SUBJECT: REGIONAL PARK AND OPEN-SPACE DISTRICT: Approve Second Amended Task Order 1 with David Beckwith and Associates, Inc. for the Santa Ana River Bottom Maintenance Yard Project for Design and Environmental Document Services and Construction Administration; District 2 [\$122,000 100% American Rescue Plan Act (ARPA) Funds]

RECOMMENDED MOTION: That the Board of Directors:

1. Approve the Second Amended Task Order #1 under the Park District's Master Consulting Agreement with David Beckwith and Associates, Inc. to increase the total aggregate amount of the task order by \$122,000, from \$577,135 to \$699,135;
2. Authorize the Chairman to execute three (3) copies of Second Amended Task Order #1 on behalf of the District;
3. Authorize the Purchasing Agent to issue Purchase Order to David Beckwith and Associates, Inc. for consulting services for the duration of the contract in the amount of \$699,135;
4. Authorize the General Manager, or their Designee, based on the availability of fiscal funding and as approved as-to-form by County Counsel, to sign future amendments to Task Order 1 that do not exceed the sum total of ten percent (10%) of the total cost of Task Order #1 and Task Order Amendments 1 and 2; and
5. Direct the Clerk of the Board to return two (two) copies of the executed Second Amended Task Order #1 to the Riverside County Regional Park and Open-Space District (District).

ACTION:Policy


KYLE R. BROWN, General Manager 8/26/2024

MINUTES OF THE BOARD OF DIRECTORS

On motion of Director Perez, seconded by Director Spiegel 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: August 27, 2024
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	\$ 122,000	\$ 0	\$ 122,000	\$ 0
NET COUNTY COST	N/A	N/A	N/A	N/A
SOURCE OF FUNDS: 100% FUND 21735 (ARPA Coronavirus Relief Fund)			Budget Adjustment: NO	
			For Fiscal Year: 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On February 7, 2023, by Minute Order 13.1, the Board of Directors approved the Park District's 2022 On-Call Professional Services Providers List, Fiscal Limits, and On-Call Professional Services Agreement Template. This action prequalified 26 consultants to provide services on Park District projects, with a "not-to-exceed" amount of \$500,000 per Task Order and cumulative total per consultant of not more than \$1,000,000 for the 3-year term.

In July 2023, the Park District requested proposals from consultants on this prequalified list to perform design, environmental, and optional construction administration services for the Santa Ana River Bottom Maintenance Yard Project. A total of four (4) proposals were received. An internal evaluation was completed, and the Park District selected David Beckwith and Associates, Inc. as the successful consultant. Task Order #1 was issued for design and environmental services, in the amount of \$450,450. On March 5, 2024, by Minute Order 13.1, the Board of Directors approved amended Task Order 1 to include optional construction administration, increasing the dollar amount of Task Order 1 by \$126,685 to a total of \$577,135. The Park District wishes to amend Task Order #1 a second time to include expanded scope services increasing the dollar amount of Task Order 1 by \$122,000 to a total of \$699,135. This increase will be for pre-construction surveys for archaeological, biological, and paleontological monitoring required by the environmental documents. Due to this amount exceeding the previously established threshold for future amendments that do not exceed the sum total of ten percent (10%) of the total cost of Task Order, the Park District is seeking board approval to the second amendment to Task Order #1.

Impact on Residents and Businesses

The Santa Ana River Bottom (SARB) Maintenance Yard project will provide a centralized staging location for the Park District's SARB Team. This team is vital to efforts within the SARB to conduct outreach and provide services to unhoused individuals.

Additional Fiscal Information

ARPA funding in the amount of \$5,000,000 was allocated to this project on May 23, 2023, by Minute Order 13.1. The amendment now proposed utilizes those previously allocated funds and

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STATE OF CALIFORNIA**

does not increase the ARPA allocation to the project. This project is funded by the American Rescue Plan Act (ARPA) and subject to all associated restrictions, including schedules.

Contract History and Price Reasonableness

Four (4) proposals were received from prequalified contractors. While proposals were evaluated based on their merits rather than price, as required by ARPA, it should be noted that David Beckwith and Associates, Inc. was the lowest bidder.

ATTACHMENTS:

- Second Amended Task Order #1
- Second Amendment Proposal



Douglas Ordóñez Jr. 8/19/2024



Aaron Gettis, Chief of Deputy County Counsel 8/15/2024

Second Amendment to TASK ORDER #1 for the Consulting Services Agreement

CONSULTANT: **DAVID BECKWITH AND ASSOCIATES, INC.**

PROJECT NAME: **SANTA ANA RIVER BOTTOM MAINTENANCE YARD DESIGN
AND ENVIRONMENTAL DOCUMENT SERVICES AND
CONSTRUCTION ADMINISTRATION**

This Second Amendment to Task Order #1 that was issued pursuant to the Consulting Services Agreement between the RIVERSIDE COUNTY PARKS AND OPEN-SPACE DISTRICT (“DISTRICT”) and DAVID BECKWITH AND ASSOCIATES, INC. (“CONSULTANT”) entered into on July 1, 2023, is hereby amended below.

RECITALS

WHEREAS, the parties entered into a Certain On-Call Consulting Services Agreement (“Agreement”) on July 1, 2023, and entered into First Amendment to Task Order #1 pursuant to that Agreement effective March 5, 2024 for \$577,135; and

WHEREAS, the parties now desire to amend the First Amendment to Task Order #1 to include the additional services as proposed in in the Professional Services Proposal, attached hereto as Exhibit A1 for an additional cost that would bring the total Task Order #1 to \$699,135.

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

1. The above recitals are true and correct and incorporated herein by reference.
2. Task Order #1 is amended to delete “a fee amount of \$577,135” and replace with “a fee amount of \$699,135 ...”
3. Attachment A to Task Order #1 is amended to include expanded floor plan and pre-construction surveys, as described in in the Professional Services Proposal, attached as Exhibit #A1.

4. Second Amendment to Prevail. The provisions of this Second Amendment shall prevail over any inconsistency or conflicting provisions of the Agreement and shall supplement the remaining provisions thereof.
5. Effective Date. The "Effective Date" of this Second Amendment shall be August 27, 2024.
6. Entire Understanding. The Second Amendment and the Agreement set forth contain the entire understanding and agreement of the Parties hereto. There are no oral or written representations, understandings, or ancillary covenants, undertakings or agreements, which are not contained or expressly referred to within this Second Amendment and the Agreement.
7. Further Assurances. The Parties agree to execute such other documents and to take such as may be reasonably necessary to further the purposes of this Second Amendment.
8. Agreement in Full Force and Effect. Except as otherwise expressly modified herein, all other terms and conditions of the Agreement remain unmodified and in full force and effect.

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

**RIVERSIDE COUNTY PARKS AND
OPEN SPACE DISTRICT**

DAVID BECKWITH AND ASSOCIATES, INC.

By: 
KYLA BROWN
GENERAL MANAGER

By: 
DAVID M BECKWITH
CEO/PRESIDENT


KEVIN JEFFRIES
CHAIR, BOARD OF SUPERVISORS

ATTEST:
KIMBERLY A. RECTOR, Clerk

By: 
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY: 
KRISTINE BELL-VALDEZ DATE

AUG 27 2024 13.6



DAVID BECKWITH AND ASSOCIATES, INC

Civil & Structural Engineering - Land Surveying - QSD/QSP Environmental Services

DGS Certified SBE 1741789 • DIR 1000016907 • CSLB 1013422

July 15, 2024

Anthony Miller
RivCoParks
4600 Crestmore Road
Jurupa Valley, CA 92509

Project: SARB Maintenance Facility (PO No. PKARC-0000023035)
DBA Project No. 2023-29

Reference: Change Order Request No. 2 – Mitigation Measures Implementation for Construction Activities (Bio, Archeological, and Paleontological)

SCOPE OF SERVICES

Task 1. Pre-Construction Breeding Bird Survey **Fee \$ 4,000**

Our office in conjunction with UltraSystems Environmental shall provide a qualified biologist to conduct a pre-construction breeding bird survey for breeding birds and active nests, or potential nesting sites within the limits of project disturbance. The survey shall be conducted at least seven days prior to the onset of scheduled activities, such as mobilization and staging, and shall end no more than three days prior to vegetation, substrate, and structure removal and/or disturbance.

If a breeding bird territory or an active bird nest is located during the pre-construction survey and will potentially be impacted, the site shall be mapped on aerial field maps and a no-activity buffer zone will be marked (using high-visibility fencing, stakes, flagging, etc.) a minimum of 100 feet in all directions for non-raptors, or 500 feet in all directions for all raptors.

If special-status bird species are observed within the project site during the pre-construction survey, the biologist will map the area and immediately notify the appropriate resource agency to determine suitable protection measures and/or mitigation measures and to determine if additional surveys or focused protocol surveys are necessary. Project activities may begin within the area only when concurrence is received from the appropriate resource agency.

If no breeding birds or active nests are observed during the pre-construction survey or they are observed and will not be impacted, project activities may begin, and no further mitigation will be required. Birds or their active nests shall not be disturbed, captured, handled or moved, Nests may be removed or disturbed only if determined inactive by a qualified biologist.

Task 2. Biological Monitoring **Fee \$ 56,000**

Our office in conjunction with BFS Environmental Services shall provide a biological monitor to implement the monitoring program as stipulated in the MMRP. We have budgeted for 50 days of monitoring for the demolition, site preparation, and grading phases of the project,



including bi-weekly monitoring and incidental days. Per Mitigation Measure BIO-3, BFSA will provide biological monitoring services for construction activities for the duration of the project to ensure that practicable measures are being employed to avoid incidental disturbance of habitat and species of concern outside of the project footprint.

The monitor shall monitor activities that result in tree or vegetation removal to minimize the likelihood of inadvertent impacts to nesting birds and special-status wildlife species, with special attention given to any protected species observed during the pre-construction breeding bird surveys.

The biological monitor shall have the authority to temporarily halt all construction activities and all non-emergency actions if sensitive and/or nesting birds are identified and would be directly affected. The monitor shall notify the appropriate resource agency and consult if needed. If necessary, the biological monitor shall relocate the individual outside the work area where it will not be harmed. Work can continue at the location if the applicant and the consulted resource agency determine that the activity will not result in adverse effects on the species.

The appropriate agencies shall be notified if a dead or injured protected species is located within the project area. Written notification shall be made within 15 days of the date and time of the finding or incident (if known) and must include location of the carcass, a photograph, cause of death (if known) and other pertinent information.

The results of the mitigation program conducted for the project must be described in a technical report. All reports will be prepared in accordance with agency guidelines.

Task includes 50 days (10-hour days, 500 hours total including drive time) of monitoring as well as final biological monitoring report.

Task 3. Archeological and Paleontological Monitoring **Fee \$ 20,000**

Our office in conjunction with BFSA Environmental Services will provide a monitor qualified as both an archaeologist and paleontologist to implement the monitoring program as stipulated in the MMRP. We have budgeted for seven days of monitoring for grading and three days for utility trenching for the project. Per Mitigation Measure CUL-2, BFSA will provide archaeological monitoring services for all subsurface excavations into native soil. In the event of an archaeological discovery, either historic or prehistoric, the archaeological monitor shall direct the contractor to temporarily divert all soil-disturbing activities, including but not limited to, digging, trenching, excavating, or grading activities in the area of discovery and in the area reasonably suspected to overlay adjacent resources, and immediately notify the Native American monitor and client, as appropriate.

The monitor will be responsible for the identification of any archaeological deposits or fossils that might be uncovered during grading. Per Mitigation Measure CUL-2, should the monitor make such a discovery, the deposit or feature would be temporarily secured from any further disturbance from grading, and the Project Manager and County will be notified of the discovery and the scope of any subsequent field work needed to evaluate the discovery and outline possible mitigation measures. The archaeological discovery will be evaluated for significance.

Per Mitigation Measure CUL-3, if human remains are discovered, work shall halt within a 30-foot radius of the discovery and the Riverside County Coroner will be notified per California



PRC (Sec. 5097.98). The Coroner will determine whether the remains are recent human origin or older Native American ancestry. If the Coroner, with the aid of the supervising archaeologist, determines that the remains are prehistoric, they will contact the NAHC. By law, only the medical examiner can make this call. The NAHC will immediately identify the person or persons determined to be the Most Likely Descendent (MLD) and provide contact information. The MLD will contact the PI within 24 hours or sooner after the medical examiner has completed coordination to begin the consultation process in accordance with CEQA Section 15064.5(e), the California PRC, and the State Health and Safety Code. The MLD will have 48 hours to make recommendations to the property owner or representative for the treatment or disposition with proper dignity of the human remains and associated grave goods. Disposition of Native American human remains will be determined between the MLD and the PI. BFSA will provide the necessary coordination between agencies, owners, and Native American representatives to facilitate the relocation of the remains to a location for reburial.

Any non-Native American archaeological artifacts or fossils recovered from the project will be returned to the BFSA laboratory for analysis. Native American artifacts may be required, based upon the tribal agreement, to remain at the project site in a secured (locked) location. All materials from the project will be treated in accordance with required procedures and standard guidelines of the County of Riverside. Prehistoric artifacts may be repatriated to the tribes following cataloging and reporting activities.

Per Mitigation Measure GEO-1, the BFSA monitor will also monitor excavations for the presence of fossil deposits. If paleontological resources are uncovered during construction, the contractor shall halt construction activities in the immediate vicinity and notify the County.

The results of the mitigation program conducted for the project, including the archaeological and paleontological monitoring, any testing and mitigation work, must be described in a technical report. All reports will be prepared in accordance with agency guidelines.

Task includes cultural sensitivity training, 10 days (10-hour days, 100 hours total including drive time) of monitoring, 5 days (10-hour days, 50 hours total including drive time) of monitoring as needed to address any discoveries, as well as final archaeological and paleontological monitoring reports.

Task 4. Monitoring Project Coordination and Management **Fee \$22,000**
 Our office shall provide monitoring project coordination and management associated with the aforementioned monitoring tasks.

2024 SCHEDULE OF CHARGES (STANDARD HOURLY RATES)

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
President	\$ 325
Project Manager	\$ 305
Staff Biologist (<i>Field Biologist/Field Monitor</i>)	\$ 185
Staff Archeologist/Paleontologist (<i>Field Monitor</i>)	\$ 180



- Overtime is available for critical deadlines at 1.5 times the above normal rates. Overtime will apply to time in excess of forty hours per week and at 2.0 times on Saturdays, Sundays, and Holidays.
- Emergency after-hours services (5pm – 7am) will be charged at 2.0 times the above rates. Saturday, Sunday, and/or Holiday emergencies will be charged at 4.0 times the above hourly rates.

PROFESSIONAL FEES

DBA proposes to complete the services as specifically identified above on a Time and Materials basis with a Not-to-Exceed amount of **\$102,000**. Any work outside of the scope presented above would be negotiated with RivCoParks and be billed in accordance with these agreed costs.

Invoices will be sent based upon the work completed according to the percentage of work completed as determined by DBA. Payment will be due and payable within thirty (30) days from the date of invoice.

Government fees, delivery costs such as federal express charges and cost of prints/reproductions are **NOT** included in our fixed fee. All such costs are “reimbursable” items and will be shown separately on your invoice and billed to you at cost plus 15%.