

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



ITEM: 16.2
(ID # 29996)

MEETING DATE:
Tuesday, March 24, 2026

FROM : Regional Parks and Open Space District

SUBJECT: REGIONAL PARK AND OPEN-SPACE DISTRICT: Approval of the First Amended and Restated Professional Services Agreement with Ultrasystems Environmental, Inc. for the Butterfield Overland Trail Preliminary Environmental and Engineering Services; District 2. [\$321,095 Total Cost, up to \$32,109.50 in additional compensation; Development Impact Fees Western County Regional Trails 100%]

RECOMMENDED MOTION: That the Board of Directors:

1. Approve the first Amended and Restated Professional Services Agreement between the Riverside County Regional Park and Open-Space District ("District") and Ultrasystems Environmental, Inc.;
2. Authorize the Chair of the District's Board of Directors to execute the First Amended and Restated Professional Services Agreement on behalf of the District;
3. Direct the Purchasing Agent, to issue Purchase Orders to Ultrasystems for the duration of the contract that does not exceed the annual contract amount of \$107,975.00;
4. Authorize the General Manager, or designee, to take all actions necessary to administer the Agreement, including executing amendments that do not change the substantive terms of the agreement, or increase compensation more than ten percent (10%) and subject to approval as to form from County Counsel; and
5. Direct the Clerk of the Board to return three (3) executed copies of the Amended and Restated Professional Services Agreement to the District.

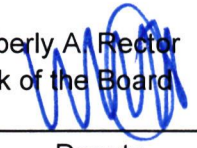
ACTION:Policy


Kyla R. Brown, General Manager 3/16/2026

MINUTES OF THE BOARD OF DIRECTORS

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

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: March 24, 2026
xc: Parks

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$107,975	\$ 0	\$107,975	\$ 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:	25/26

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On July 12, 2022 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 (District) 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. The District amended consultant's existing agreement to include engineering services for this new segment. Consultant provided a cost estimate in the amount of \$107,975 to complete the added work.

Impact on Residents 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.

Additional Fiscal Information

The Project will be funded with Development Impact Fees (DIF) with the allocation approved by the Board on September 28, 2004 by Minute Order 3.34. The DIF program provides funds for a variety of public facilities and covers all portions of unincorporated Riverside County.

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 Parties entered into Amendment No. 1 to the Agreement effective March 14, 2023, for additional engineering services and increase the total amount for the Agreement. The proposed

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STATE OF CALIFORNIA

First Amended and Restated Agreement would add an additional \$107,975, bringing the contract total to \$321,095.

ATTACHMENTS:

- First Amended and Restated Agreement


Douglas Ordóñez Jr. 3/19/2026


Aaron Gettis, Chief Deputy County Counsel 3/19/2026

FIRST AMENDED AND RESTATED PROFESSIONAL SERVICE AGREEMENT

For

**BUTTERFIELD OVERLAND TRAIL PRELIINARY ENVIRONMENTAL AND
ENGINEERING SERVICES**

Between

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

and

ULTRASYSTEMS ENVIRONMENTAL, INC.



WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

MAR 24 2026 16.2

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This Second Amendment and Amended and Restated Agreement (herein referred to as "Agreement") is effective upon the Effective Date (defined below) by and between **ULTRASYSTEMS ENVIRONMENTAL, Inc.**, a California Corporation (herein referred to as "CONSULTANT"), and the **RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT**, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3. , (herein referred to as "DISTRICT"). The parties agree as follows:

RECITALS

WHEREAS, DISTRICT and CONSULTANT entered into a Professional Services Agreement for the Butterfield Overland Trail Preliminary Environmental and Engineering Services, effective July 12, 2022, (herein referred to as "Original Agreement").

WHEREAS, although the Original Agreement, by its terms, expired on June 30, 2025, CONSULTANT has continued to provide the services set forth in Exhibit "A" of the Original Agreement and Exhibit "D" of the amended Agreement through the date of this Agreement; and

WHEREAS, DISTRICT and CONSULTANT desire to amend and restate the Original Agreement to extend the period of performance through June 30, 2026, modify the scope of services, and increase the compensation according to the terms and in the manner set forth herein; and

WHEREAS, upon the execution of this Agreement, the Original Agreement shall be superseded and replaced.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Description of Services

1.1 CONSULTANT shall provide all services as outlined and specified in Exhibit 'A', Scope of Services, consisting of 21 pages, at the prices stated in Exhibit 'B', Payment Provisions, consisting of 1 page.

1.2 CONSULTANT represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the DISTRICT relies upon this representation. CONSULTANT 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 CONSULTANT affirms it is fully apprised of all of the work to be performed under this Agreement; and the CONSULTANT agrees it can properly perform this work at the prices stated

in Exhibit B Payment Provision. CONSULTANT 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 upon signature of this Agreement by both parties and continues in effect through December 31, 2026, unless terminated earlier. The Riverside County Board of Directors 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 CONSULTANT for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit 'B', Payment Provisions. The total amount of compensation paid to the CONSULTANT under this Agreement shall not exceed the maximum of THREE HUNDRED TWENTY-ONE THOUSAND NINETY-FIVE DOLLARS (\$321,095.00), per Exhibit A and Exhibit B, unless a written amendment to the Agreement is executed by both parties prior to performance of additional services. 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', Payment Provisions, DISTRICT shall not be responsible for payment of any of CONSULTANT's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONSULTANT 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 - Riverside- San Bernardino- Ontario areas. Increase may also include Product Pricing Index (PPI) and/or manufacturer's increases, as applicable to the service. CONSULTANT shall be required to

provide all justification information on increases related to the goods used in this service. Labor rate increases by the Department of Industrial Relations (DIR) will be considered as they are released twice per year and be subject to satisfactory performance review by the DISTRICT and approved (if needed) for budget funding by the Board of Directors.

3.3 CONSULTANT shall be paid only in accordance with an invoice submitted to DISTRICT by CONSULTANT 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 CONSULTANT only after services have been rendered or delivery of materials or products, and acceptance has been made by DISTRICT. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

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

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number PKARC-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.

4. Alteration or Changes to the Agreement

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

4.1 Any claim by the CONSULTANT for additional payment related to this Agreement shall be made in writing by the CONSULTANT within 30 days of when the CONSULTANT has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONSULTANT. If the DISTRICT Purchasing Agent decides that the facts provide sufficient justification, may authorize additional payment to the CONSULTANT pursuant to

the claim. Nothing in this section shall excuse the CONSULTANT 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 CONSULTANT stating the extent and effective date of termination.

5.2 DISTRICT may, upon five (5) days written notice terminate this Agreement for CONSULTANT's default, if CONSULTANT 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, CONSULTANT 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 CONSULTANT's performance up to the date of termination in accordance with this Agreement.

5.5 CONSULTANT'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 CONSULTANT; or in the event of CONSULTANT's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONSULTANT shall not be entitled to any further compensation under this Agreement.

5.6 CONSULTANT is not debarred from the System for Award Management (SAM). If the Agreement is federally or State funded, CONSULTANT must notify the DISTRICT immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 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 CONSULTANT agrees that all materials, reports or products in any form, including electronic, created by CONSULTANT for which CONSULTANT 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. CONSULTANT 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 CONSULTANT 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 CONSULTANT's performance under this Agreement. The CONSULTANT further covenants that no person or subcontractor having any such interest shall be employed or retained by CONSULTANT under this Agreement. The CONSULTANT agrees to inform the DISTRICT of all the CONSULTANT's interests, if any, which are or may be perceived as incompatible with the DISTRICT's interests.

7.2 The CONSULTANT 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 CONSULTANT is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONSULTANT 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 CONSULTANT shall provide adequate cooperation to any inspector or other DISTRICT representative to permit him/her to determine the CONSULTANT's conformity with the terms of this Agreement. If any services performed or products provided by CONSULTANT are not in conformance with the terms of this Agreement, the DISTRICT shall have the right to require the CONSULTANT 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 CONSULTANT 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 CONSULTANT any costs incurred by the DISTRICT because of the CONSULTANT's failure to perform.

8.2 CONSULTANT 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 CONSULTANT's performance under this Agreement at any time, upon reasonable notice to the CONSULTANT.

9. Independent Contractor/Employment Eligibility

9.1 The CONSULTANT 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 CONSULTANT (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 CONSULTANT 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 CONSULTANT 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 CONSULTANT warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONSULTANT 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. CONSULTANT 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 CONSULTANT shall screen prospective Covered Individuals prior to hire or engagement. CONSULTANT shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONSULTANT 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 CONSULTANT 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 CONSULTANT immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONSULTANT 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 CONSULTANT 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 CONSULTANT becomes aware that a Covered Individual has become an Ineligible Person, CONSULTANT shall remove such individual from responsibility for, or involvement with, DISTRICT business operations related to this Agreement.

9.6 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONSULTANT 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. CONSULTANT 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 and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

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

14. Non-Discrimination

CONSULTANT 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. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONSULTANT 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 CONSULTANT's costs related to this Agreement. All such books, documents and records shall be maintained by CONSULTANT for at least five years following termination of this Agreement and be available for audit by the DISTRICT. CONSULTANT shall provide to the DISTRICT reports and information related to this Agreement as requested by DISTRICT.

16. Confidentiality

16.1 The CONSULTANT 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 CONSULTANT 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 CONSULTANT shall not use such information for any purpose other than carrying out the CONSULTANT's obligations under this Agreement. The CONSULTANT shall promptly transmit to the DISTRICT all third party requests for disclosure of such information. The CONSULTANT shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the DISTRICT, any such information to anyone other than the DISTRICT. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

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

RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT
Attn: Finance
4600 Crestmore Road
Jurupa Valley, CA 92509

CONSULTANT

UltraSystems Environmental, Inc.
Attn: Betsy A. Lindsay
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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT has any questions concerning this reporting requirement, please call (916) 657-0529. CONSULTANT 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 CONSULTANT shall indemnify and hold harmless the DISTRICT, District, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Directors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONSULTANT, 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. CONSULTANT 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 CONSULTANT, CONSULTANT 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.

in no manner whatsoever limits or circumscribes CONSULTANT'S indemnification to Indemnitees as set forth herein.

21.3 CONSULTANT'S obligation hereunder shall be satisfied when CONSULTANT 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 CONSULTANT'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold the DISTRICT harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the DISTRICT herein refers to the Riverside County Regional Park and Open-Space District, its Divisions, Departments, their respective directors, officers, Board of Directors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

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

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of

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

D. General Insurance Provisions - All lines:

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

2) The CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the DISTRICT, and at the election of the DISTRICT's Risk Manager, CONSULTANT'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) CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to furnish the District with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the DISTRICT's Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the DISTRICT prior to any material modification,

cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the DISTRICT receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONSULTANT 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 CONSULTANT'S insurance shall be construed as primary insurance, and the DISTRICT'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

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

6) CONSULTANT 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) CONSULTANT 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 CONSULTANT 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 CONSULTANT receives payment under this Agreement, which is later disallowed by DISTRICT for nonconformance with the terms of the Agreement, the CONSULTANT 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 CONSULTANT.

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

23.5 CONSULTANT 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 CONSULTANT warrants that it has good title to all materials or products used by CONSULTANT 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 the Agreement.

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

23.8 CONSULTANT shall comply with all applicable Federal, State, and local laws and regulations. CONSULTANT 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 CONSULTANT shall comply with the more restrictive law or regulation.

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

[Signature Provisions on Following Page]

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

RECOMMENDED BY:

SERVICE PROVIDER

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

UltraSystems, Inc.
a California Corporation
16431 Scientific Way
California, CA 92618

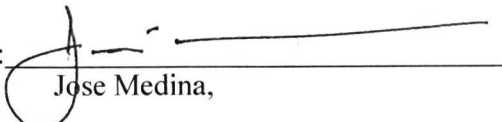
Signature: _____
Kyla Brown
General Manager

Signature: _____
Print Name: Betsy A. Lindsay
Title: Chief Executive Officer

Dated: _____


Dated: _____

RIVERSIDE COUNTY REGIONAL PARK
OPEN-SPACE DISTRICT **BOARD OF DIRECTORS:**

By: 
Jose Medina,
Chair of the Board

APPROVED AS TO FORM:

Minh Tran County
Counsel

By: 
Kristine Bell-Valdez
Supervising Deputy County Counsel

ATTEST:
KIMBERLY A. RECTOR, Clerk

By 
DEPUTY

EXHIBIT "A"- Scope of Services

ORIGINAL CONTRACT

APPROVED JULY 12, 2022

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 Mc Vicker 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 11 x 17 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 (Mc Vicker Trail) starts from Mc Vicker 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 20 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 minimization measures (AMMs), 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 consisted with WRCMSHCP 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 WRCMSHCP 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 meetings as agreed with the DISTRICT COUNTY 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.*

- b) 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 (USA CE), 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 (USA CE) 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 delineate 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 USA CE, 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. - USA CE 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 (CO₂e) 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) 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 I 5097.

- (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 fi Jes.
 - 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.

AMENDMENT NO. 1 SCOPE OF WORK
APPROVED MARCH 14, 2023

9. ADDITIONAL SERVICES- Assist with preliminary engineering on a two-mile portion of Segment 4 of the Butterfield National Historic Trail Project.

- a) Plan and Profile
 - i) 1 Mile New Trail Section – 8 plan and profile drawings (1"= 100') on 11x17 sheets of northern portion of trail.
- b) Boundary and Easements
 - i) Establish existing boundaries and existing trail easements. Delivery CAD file.
- c) Aerial topographic
 - i) Provide 200' wide strip 1"=1'
 - ii) Aerial topographic with 2' contours along 2.0' trail alignment as shown in the attached exhibit.
- d) Process Information
 - i) Process information in office.

AMENDMENT NO. 2 SCOPE OF WORK

10. MSHCP BIOLOGICAL RESOURCES HABITAT ASSESSMENT/CONSISTENCY ANALYSIS

- a) A review of the current California Department of Fish and Wildlife Natural Diversity Database (CNDDDB) and United States Fish and Wildlife Service (USFWS) species occurrence database will be conducted prior to initiating a field investigation in order to identify any potential threatened or endangered species known to exist within or in the vicinity of the Study Area. A review of the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP), including the Regional Conservation Authority (RCA) online databases, will also be conducted to determine if the Study Area occurs within or adjacent to an MSHCP criteria area, if habitat assessments for specific narrow endemic floral and/or faunal species needs to be conducted, and what if any additional conservation goals may be imposed on the property by the Riverside County Regional Park and Open-Space District (County of Riverside) or City of Lake Elsinore. The assessment will include a delineation of general vegetation communities present within the Study Area and the findings will be incorporated into a Geographic Information System (GIS) for use during further MSHCP/ California Environmental Quality Act (CEQA) compliance/engineering analyses (State Plane NAD83, Zone 11 – feet), if warranted. The vegetation communities would be mapped based on the MSHCP uncollapsed vegetation community classification system. Cadre Environmental will conduct a field reconnaissance and general biological survey of the entire Study Area to identify potential habitat for any threatened, endangered, or otherwise sensitive species or habitats identified by the MSHCP as “not adequately covered”, including:
 - i) Crotch’s Bumble Bee
 - ii) Burrowing Owl
 - iii) Criteria Area Plant Species
 - iv) Narrow Endemic Plant Surveys

- v) Riparian/Riverine/Vernal Pool Habitat (MSHCP 6.1.2)
 - vi) Fairy Shrimp Habitat
- b) As required during the MSHCP initial biological resources habitat assessment, a survey will also be conducted to identify any areas within the Study Area which may fall under the jurisdiction of the MSHCP as described in Section 6.1.2 Riparian/Riverine/Vernal pool resources. Concurrent with an assessment of Section 6.1.2 resources, an analysis will be conducted to identify any areas within the Study Area which may fall under the jurisdiction of the U.S. Army Corps of Engineers, CDFW or Regional Water Quality Control Board (regulatory resources). Although this will not include a formal delineation, it will characterize the potential constraints associated with “waters of the United States” and “waters of the state” throughout the Study Area, if present.

11. BIOLOGICAL RESOURCES TECHNICAL REPORT (CEQA)

- a) An updated Biological Resources Technical Report (including supporting graphics) for use in the preparation of a Mitigated Negative Declaration (MND) will be prepared pursuant to the requirements of the California Environmental Quality Act (CEQA), California Public Resources Code Sections 21000 et sequitar, CEQA guidelines, Title 14, California Code of Regulations 15000 et sequitar, and the County of Riverside’s CEQA procedures. Specifically, updated text sections will include a discussion of the environmental setting (vegetation communities, general and sensitive floral/faunal species habitats), significant direct/indirect and cumulative impacts, compliance with MSHCP guidelines, and associated mitigation measures proposed to reduce impacts to a level of less than significant. Response to comments received during the public/agency circulation of the Draft MND will be prepared for all biological resource issues. Responses will also be prepared for verbal comments received during public hearings. All biological sections (including supporting graphics) for an adopted MND will be updated based on public and agency edits and comments received during the review process.

12. MSHCP CONSISTENCY ANALYSIS REPORT

- a) The Study Area is located partially within Criteria Cells 3950, 3951 (Cell Group S) – Subunit 1 Estelle Mountain/Indian Canyon and Criteria Cells 4054 and 4154 – Subunit 2 Alberhill, within the Elsinore Area Plan. Therefore, an updated MSHCP Consistency Analysis Report (including supporting graphics) for use in the MSHCP Joint Project Review (JPR) will be prepared. Specifically, text sections will include but not be limited to a discussion of the environmental setting (vegetation communities, general and sensitive floral/faunal species habitats), results of focused MSHCP species surveys, compliance with MSHCP guidelines, reserve design analysis, urban/wildlands interface guidelines, and associated mitigation measures proposed to ensure compliance with MSHCP requirements. The updated document will follow the MSHCP guidelines for these analyses issued by the RCA in January 2023. Comments received from the City of Lake Elsinore, County of Riverside, RCA, and MSHCP wildlife agencies during the JPR review will be addressed prior to final approval by the County.

13. MSHCP DETERMINATION OF BIOLOGICALLY EQUIVALENT OR SUPERIOR PRESERVATION

- a) Based on the results of the initial MSHCP biological resources habitat assessment and jurisdictional delineation within the proposed Study Area, an MSHCP Determination of

Biological Equivalent or Superior Preservation (DBESP) will be required. A DBESP is required when a proposed project action directly and/or indirectly impacts MSHCP Section 6.1.2 regulated riparian/riverine/vernal pool resources or conflicts with guidelines for specific MSHCP covered floral and faunal species. The goal of the DBESP is to demonstrate that implementation of avoidance and/or mitigation measures would result in an alternative that is biologically equivalent or superior to existing conditions. The document will follow the MSHCP guidelines for these analyses issued by the RCA in April 2023. Comments received from the City of Lake Elsinore, County of Riverside, RCA, and MSHCP wildlife agencies during the JPR review of the DBESP will be addressed prior to final approval by the City.

14. JURISDICTIONAL DELINEATION

a) Cadre Environmental will conduct an updated formal jurisdictional delineation verification of any existing state or federal waters, streams, or wetlands that may be present within the boundaries of the Study Area and regulated by the California Department of Fish and Wildlife (CDFW), the United States Army Corps of Engineers (USACE), and the Regional Water Quality Control Board (RWQCB). Following completion of the site-specific jurisdictional delineation verification, an updated report will be prepared and will identify all state and/or federal waters and riparian/riverine resources associated with the Study Area. Any proposed impacts to state and/or federal waters and MSHCP riparian/riverine Section 6.1.2 resources will also be mapped and included within the letter report. The jurisdictional delineation report will present information which will facilitate obtaining City approvals and regulatory permits from the CDFW, the USACE, and RWQCB, if necessary. The results of the updated jurisdictional delineation verification and MSHCP Section 6.1.2 resources assessment will be summarized in Task 2, Biological Resources Technical Report (CEQA), Task 3, Biological Resources Report - MSHCP Consistency Analysis, and Task 4, MSHCP Determination of Biologically Equivalent or Superior Preservation.

15. PROJECT TEAM/RCA/WILDLIFE AGENCIES/ COUNTY OF RIVERSIDE COORDINATION

a) The following task will focus on coordination with the project team, County of Riverside, RCA, USFWS, and CDFW during project review of consistency with the MSHCP and CEQA (Biological Elements). Specifically, the task will include, but not be limited to as warranted and requested:

- i) Attending Team Meetings & Participating in Conference Calls
- ii) Attending Meetings with the County of Riverside
- iii) Submittal of JPR Application and Documents
- iv) Coordination with RCA during the JPR Review Process
- v) Preparation and Participation in Public Hearings
- vi) Response to Comments Received from Wildlife Agencies During MSHCP 60 Day Review
- vii) Assistance with the Development of Final Conditions of Approval (County of Riverside)

16. OPTIONAL TASK- MSHCP CRITERIA AREA/NARROW ENDEMIC PLANT SURVEYS

a) Based on the results of the MSHCP Biological Resources Habitat Assessment/Constraints Analysis and last survey effort being more than two-years old

(conducted in Spring 2023), the following updated survey will be required. The Study Area is located partially within the Criteria Area Species Survey Area (CASSA) for seven (7) plant species:

- i) Parish's brittlebush (*Atriplex parishii*) [California Rare Plant Ranking (CRPR) List 1B.1];
- ii) Davidson's saltscale (*Atriplex serenana* var. *davidsonii*) [CRPR List 1B.2];
- iii) thread-leaved brodiaea (*Brodiaea filifolia*) [Federally Threatened (FT)/State Endangered (SE), CRPR List 1B.1];
- iv) smooth tarplant (*Centromadia pungens* ssp. *laevis*) [CRPR 1B.1];
- v) round-leaved filaree (*Erodium macrophyllum*) [CRPR List 2.1];
- vi) Coulter's goldfields (*Lasthenia glabrata* ssp. *coulteri*) [CRPR List 1B.1];
- vii) mousetail (*Myosurus minimus* ssp. *apus*) [CRPR List 3.1].

b) The Study Area is located partially within the MSHCP Narrow Endemic Plant Species Survey Area for nine (9) plant species:

- i) Munz's onion (*Allium munzii*) [Federally Endangered (FE)/State Threatened, CRPR List 1B.1];
- ii) San Diego ambrosia (*Ambrosia pumila*) [FE, CRPR 1B.1];
- iii) slender-horned spineflower (*Dodecahema leptoceras*) [FE/SE, CRPR 1B.1];
- iv) multi-stemmed dudleya (*Dudleya multicaulis*) [CRPR List 1B.2];
- v) spreading navarretia (*Navarretia fossalis*) [FT/SE, CRPR List 1B.1];
- vi) California Orcutt grass (*Orcuttia californica*) [FE/SE, CRPR List 1B.1];
- vii) San Miguel savory (*Clinopodium chandleri*, formerly *Satureja chandleri*) [CRPR List 1B.2];
- viii) Hammitt's clay-cress (*Sibaropsis hammittii*) [CRPR 1B.2];
- ix) Wright's trichocoronis (*Trichocoronis wrightii* var. *wrightii*) [CRPR List 2.1].

c) Survey methods will include slowly walking over the entire Study Area while focusing efforts on habitats and soil types where sensitive plant species are most likely to occur. Specifically, A total of three (3) surveys would be conducted in three periods including: Period 1 (Feb-March), Period 2 (April-May) and Period 3 (June-August).

d) Additionally, a 200-scale topographic map and aerial photographs will be inspected during the habitat assessment effort in order to identify potential rare plant habitats that could be easily overlooked in the field. These surveys were conducted in accordance with survey guidelines published in the *Inventory of Rare and Endangered Vascular Plants of California*. These guidelines have also been adopted by the California Department of Fish and Wildlife. Sensitive plants include those listed by United States Fish and Wildlife Service, CDFW, and California Native Plant Society (CNPS). In addition, species listed by the Western Riverside MSHCP will be addressed. Local species of interest, such as plants not previously recorded from the County and uncommon taxa, will also be documented and mapped during the focused survey program.

e) The updated report will provide a review of the pertinent literature, discussion of the field methodology, list of survey dates, description and photographic documentation of current site conditions, summary of findings with brief account of each rare plant species, detailed discussion and mapping of each sensitive plant found on site. The updated final

report will also be incorporated into the Biological Resources Technical Report (Task 2), MSHCP Consistency Analysis Report (Task 3), and MSHCP DBESP (Task 4).

17. OPTIONAL TASK- CROTCH'S BUMBLE BEE FOCUSED SURVEYS

- a) Based on the results of the MSHCP Biological Resources Habitat Assessment/Constraints Analysis (Task 1), the following task will be required.
- b) Focused presence/absence surveys will be initiated based on the CDFW Survey Considerations for California Endangered Species Act (CESA) Candidate Bumble Bee Species Guidelines (June 6th, 2023). Focused surveys will be initiated during the colony active period and when floral resources are present for the species. Specifically, three (3) surveys will be conducted with at least two (2) weeks between surveys from April to June. All regions within the Project Site where suitable floral resources are present will be surveyed by walking meandering transects at least one (1) hour after sunrise and/or at least two (2) hours before sunset (ideally between 9am and 1pm) on warm sunny days with winds below 8 mph.
- c) Focused surveys would be conducted for a minimum of one person-hour of searching per three (3) acres of suitable habitat. Bumble bees will be captured with a net from blooms, avoiding destruction of the flower when possible. Each bee will be carefully transferred into a sterile vial and moved to a cooler with only one bee per vial to avoid disease spread. The bee will be kept in the vial for no more than 10 minutes in ambient temperature before being placed in a cooler as they have a tendency to over-heat (the amount of time will be decreased on hotter days). The vial will be placed in a cooler at a temperature above 25 degrees F, as lower temperatures could freeze and kill the bee.
- d) The results of the focused surveys will be summarized in a letter report including graphics and recommendations, if detected. The final report will also be incorporated into the Biological Resources Technical Report (Task 2), MSHCP Consistency Analysis Report (Task 3), and MSHCP DBESP (Task 4).

18. BUTTERFIELD OVERLAND TRAIL CONSTRUCTION PLAN

- a) Prepare and process for approval, a trail plan at 1"=40' scale for construction.

19. STAGING AREA AND PARKING LOT

- a) Prepare and process for approval a rough grading plan for the staging area and parking lot.

20. SURVEY TOPO

- a) Survey topo staging area and existing trail outside of easement area after wash crossing. Create topography for rough grading plan.

EXHIBIT B - PAYMENT PROVISIONS

TASK	DESCRIPTION	GURANTEED MAXNIMUM PRICE
3 - 8	Assesment of existing conditions	\$0.00
	Environmental Assessment/Initial Study preparation. Note: Includes assessment of existing conditions and project impacts	\$106,300.00
	Preliminary Engineering and Grading Plan	\$73,640.00
	Total:	\$179,940.00
	Aerial Photogrammetry/Field Survey-Optional	\$10,970.00
	Total w/Optional	\$190,910.00
9	Two-Mile Portion of Segment 4: Plan and Profile	\$21,470.00
	Two-Mile Portion of Segment 4: Boundary and Easements	\$1,370.00
	Two-Mile Portion of Segment 4: Aerial Topographic	\$9,240.00
	Two-Mile Portion of Segment 4: Process Information	\$1,100.00
Total (not-to-exceed)		\$33,180.00
10	Biological Resources Assessment: Project Management and Coordination	\$3,250.00
	MSHCP Biological Resources Habitat Assessment/Constraints Analysis	\$500.00
11	Biological Resources Technical Report (CEQA)	\$2,500.00
12	MSHCP Consistency Analysis Report	\$2,500.00
13	MSHCP Determination of Biologically Equivalent or Superior Preservation	\$2,500.00
14	Jurisdictional Delineation	\$9,000.00
15	Project Team/RCA/Wildlife Agencies/County of Riverside Coordination	\$6,250.00
16	MSHCP Criteria Area/Narrow Endemic Plant Surveys (optional)	\$4,000.00
17	Crotch's Bumble Bee Focused Surveys (optional)	\$4,875.00
Total (not-to-exceed)		\$35,375.00

18	Final Engineering leading to a Construction-Ready Trail Plan: Project Management and Coordination	\$6,600.00
	Butterfield Overland Trail Construction Plan	\$34,000.00
19	Staging Area and Parking Lot	\$23,000.00
20	Survey Topo	\$9,000.00
Total (not-to-exceed)		\$72,600.00
Total		\$321,095.00

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, milage, 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 ligament 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.