

*Regional Conservation Authority***SECOND AMENDMENT TO AGREEMENT BETWEEN THE
WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION
AUTHORITY AND DUDEK & ASSOCIATES, INC.****Staff Contact:****Best Best & Krieger, Legal Counsel
(951) 686-1450****Background:**

Since October 2004, Dudek & Associates has provided the necessary biological expertise to the RCA in the JPR process, as well as providing additional biological services on an as-needed basis. Dudek & Associates continues to bring strong technical and scientific experience that benefits the RCA and its member agencies. Dudek's scope of tasks, as approved by the Board in the First Amended Agreement in March 2006, includes criteria consistency review, training local permittee staff, assist in the preparation and presentation of annual reports and management and monitoring consultation on an as-needed basis. The Second Amendment expands Dudek's scope of tasks to include attendance at meetings as required, specialized biological analyses and conservation acquisition review.

RCA entered into a contract with Dudek for 2005-06 for \$350,000. The contract was amended March 6, 2006 to expand the general scope of services and compensation to \$560,000 for 2005-06. As mentioned, the Second Amendment to the Agreement will again expand the scope of services and extend the term of the contract to 2011. The schedule of compensation includes a 5% annual escalation factor:

2006-2007 – \$550,000
2007-2008 – \$577,500
2008-2009 – \$606,375
2009-2010 – \$636,695
2010-2011 – \$668,530

RCA may terminate the Agreement at any time without cause.

Staff Recommendation:

That the Administrative Committee recommend that the Board approve the Second Amendment to the Agreement with Dudek & Associates for the amounts listed above from July 1, 2006 to June 30, 2011, and authorize staff to agendize this matter for consideration at the June 12, 2006 meeting of the RCA Board of Directors.

Agenda Item 8 Staff Report

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May 10, 2006

FINANCIAL INFORMATION	
In Fiscal Year 2006-07 Budget: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Cost: \$ 550,000.00 Annual Cost: \$550,000 plus 5% per year for five years
Source of Funds: Development Mitigation Fees and JPR Fees	Budget Adjustment: No From To
Approved by:	Date:

Attachment:

Second Amendment to Professional Services Agreement between RCA and Dudek & Associates, Inc.

**SECOND AMENDMENT TO PROFESSIONAL SERVICES
AGREEMENT BETWEEN WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY AND DUDEK &
ASSOCIATES, INC.**

1. **PARTIES AND DATE.**

This Second Amendment to Professional Services Agreement ("Second Amendment") is entered into this first (1st) day of July, 2006 by and between the WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY ("RCA"), a joint powers authority, and DUDEK & ASSOCIATES, INC., a California corporation ("Consultant"). The RCA and Consultant are sometimes referred to individually as "Party" and collectively as "Parties."

2. **RECITALS.**

2.1 On or about July 1, 2005, the Parties entered into a professional services agreement for Consultant to render such services for the MSHCP Implementation Year One project as set forth in the Agreement (the "Agreement"). The Agreement was amended on March 6, 2006 to increase the general scope of services and compensation ("First Amendment").

2.2 The Parties desire to amend the Agreement with this Second Amendment to modify the general scope of services, term, and compensation. These modifications will ensure Consultant continues to render such services for the MSHCP Implementation in the years 2006 through 2011 ("Project").

2.3 This Second Amendment is authorized pursuant to Section 3.5.13 of the Agreement.

3. **TERMS.**

3.1 Section 3.1.1 of the Agreement is deleted and hereby replaced by the following.

General Scope of Services. Consultant promises and agrees to furnish to RCA all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional environmental conservation consulting services necessary for the Project ("Services"). The Scope of Services provided by consultant are more particularly described in Exhibit "A" attached to this Second Amendment and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, the Agreement and this Second Amendment, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.2 Section 3.1.2 of the Agreement is deleted and hereby replaced by the following.

Term. The term of the Agreement and this Second Amendment shall expire June 30, 2011, unless extended by the RCA Executive

Director. Consultant shall complete the Services within the term of the Agreement and this Second Amendment, and shall meet any other established schedules and deadlines.

3.3 Section 3.3.1 of the Agreement is deleted and hereby replaced by the following:

Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under the Agreement at the rates set forth in Exhibit "B" to this Second Amendment. The total compensation shall not exceed:

2006-2007 - \$550,000
2007-2008 - \$577,500
2008-2009 - \$606,375
2009-2010 - \$636,695
2010-2011 - \$668,530

Extra Work may be authorized, as described in Section 3.3.4 of the Agreement; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Second Amendment.

3.4 Except as set forth herein, all provisions of the First Amendment to the Agreement shall remain in full force and effect, and shall govern the actions of the Parties hereto and the amended provisions set forth in Exhibit B to this Second Amendment.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment to the Agreement on the date first written above.

**WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION
AUTHORITY**

DUDEK & ASSOCIATES, INC.

By _____
Kelly Seyarto,
Chairman

By _____
Frank J. Dudek
President

ATTEST:

By _____
Honey Bernas,
Clerk of the Board

Approved as to Form:

By _____
Best Best & Krieger LLP
RCA Attorney

EXHIBIT “A”
SCOPE OF SERVICES & COST ESTIMATE
[ATTACHED BEHIND THIS PAGE.]

**DUDEK AND ASSOCIATES
SCOPE OF WORK AND COST ESTIMATE
ASSISTANCE TO RCA IN MSHCP IMPLEMENTATION**

July 2006 through June 2011

General Duties

Dudek will provide services to the RCA as extension of staff. The following tasks are descriptions of specific tasks that are anticipated to be needed by the RCA throughout the course of the work effort. It is anticipated that the needs of the RCA may change over time, and that Dudek would perform services pursuant to those needs, within the framework of the anticipated level of work effort identified below. Dudek will provide staff within the RCA offices at a minimum of one day per week throughout the course of the work effort, on a schedule that will be determined by the RCA.

Task 1 Criteria Consistency Review – Joint Project Review (JPR) Processing

Dudek will act as extension of staff to the RCA in providing review of project findings made by individual local Permittees and implementation of the MSHCP requirements. Dudek will review individual projects in the context of the overall MSHCP Conservation Area and by relating the project to the MSHCP Conservation Area description in Section 3.2.2 of the Plan and the descriptions of the applicable Cores and Linkages in Section 3.2.3 of the Plan. The review process would continue with identification of the specific Area Plan and Area Plan Subunit within which the particular individual project is located and identification of Planning Species and Biological Issues and Considerations that apply to the specific project.

Review of the specific Criteria for the identified Cell or Cell Group within which the project site is located will then be done. Criteria for each Cell or Cell Group include sequential consideration of the following:

- Applicable Core or Linkage
- Vegetation Communities
- Percentage conservation portion of the Cell Criteria,

In addition to application of specific Criteria, projects may also be subject to additional policies/processes contained in the MSHCP, including policies relating to:

- Protection of Species Associated with Riparian/Riverine Areas and Vernal Pools
- Protection of Narrow Endemic Plant Species
- Additional Survey Needs and Procedures
- Guidelines Pertaining to the Urban Wildlands Interface
- Best management practices
- Construction, siting, and design criteria

- Equivalent or biologically superior findings made in accordance with the processes described in Sections 6.1.2, 6.1.3, 6.3.2 and 6.5

The Local Permittees will provide findings to the RCA demonstrating that they have appropriately complied with all applicable requirements of the MSHCP. Dudek will review the findings made by the Local Permittees to determine the adequacy of the analyses and identify any possible issues.

Specific duties of Dudek will include intake of JPR applications, logging of projects, communications with Permittees, completion of reviews and documentation of results. In addition, Dudek will coordinate with the Wildlife Agencies, as necessary, in the processing of JPRs.

Task 2 Training

Dudek will provide training of RCA and Local Permittee staff through the project review process. It is anticipated that RCA staff and Local Permittee staff (if desired by the Local Permittee) will be in attendance at meetings where findings are reviewed, thus providing the opportunity for “on-the-job” training as individual cases are reviewed. In addition, Dudek will continue to provide training for consultants performing work within the Plan Area.

In addition to jointly reviewing individual projects, Dudek will provide regular training sessions with Local Permittees to provide an overview of the project review process and detailed instruction regarding specific geographic considerations. In this way, the RCA could offer its members specialized training in the issues relevant to the members’ areas of jurisdiction.

Task 3 Annual Reporting

In conjunction with RCA staff, Dudek will collect, manage and analyze data pursuant to the annual reporting requirements of the MSHCP. Dudek will also work with RCA staff in preparation and presentation of annual reports.

Task 4 As-Needed Management and Monitoring Consultation

Dudek will provide the selected management entity(ies) with assistance in interpreting management requirements of the MSHCP plan. In addition, Dudek can provide field assistance in implementing management and monitoring requirements, as determined necessary by the management and monitoring entities.

Task 5 Meetings

Dudek will attend meetings as required by the RCA, including:

- RCA Board Meetings
- RCA staff meetings
- Administrative Committee meetings
- Meetings with Permittees
- Meetings with project applicants and other outside parties.

It is anticipated that meetings will be required for regular coordination, as well as project specific issues that may arise relative to implementation of the MSHCP.

Task 6 Specialized Biological Analyses

Dudek will provide biological analyses as needed by the RCA for specialized tasks, such as Criteria Refinements, PQP Reconciliation, and other tasks that may be required.

Task 7 Conservation Acquisition Review

Dudek will review properties proposed for acquisition to determine their appropriateness for inclusion in the MSHCP Conservation Area, and to determine the overall biological values on the properties. Dudek will also work with RCA staff to identify acquisition strategies, based on factors such as land availability and values, development activity and rough step analysis results.

ESTIMATED FEES

Dudek will perform the services identified in this scope of work, including direct costs associated with document reproduction, travel, and other expenses, within an established budget of \$550,000, with a 5% annual escalation factor.

Year 1 - \$550,000

Year 2 - \$577,500

Year 3 - \$606,375

Year 4 - \$636,695

Year 5 - \$668,530

EXHIBIT "B"
COMPENSATION
DUDEK & ASSOCIATES, INC.
2006 STANDARD SCHEDULE OF CHARGES

Engineering Services

Project Director	\$175.00/hr
Program Manager	\$170.00/hr
Principal Engineer II	\$160.00/hr
Principal Engineer I	\$150.00/hr
Engineering Senior Project Manager	\$140.00/hr
Project Manager	\$130.00/hr
Resident Engineer	\$120.00/hr
Senior Engineer II	\$120.00/hr
Senior Engineer I	\$105.00/hr
Project Engineer II	\$95.00/hr
Project Engineer I	\$90.00/hr
Field Engineer II	\$95.00/hr
Field Engineer I	\$85.00/hr
Engineering Assistant	\$70.00/hr

Environmental Services

Principal	\$175.00/hr
Senior Project Manager/Specialist	\$160.00/hr
Environmental Specialist/Planner VI	\$150.00/hr
Environmental Specialist/Planner V	\$135.00/hr
Environmental Specialist/Planner IV	\$125.00/hr
Environmental Specialist/Planner III	\$110.00/hr
Environmental Specialist/Planner II	\$100.00/hr
Environmental Specialist/Planner I	\$90.00/hr
Analyst	\$75.00/hr

Urban and Community Forestry

Principal/Senior Consulting Arborist	\$175.00/hr
Senior Project Manager	\$150.00/hr
Urban Forestry Specialist V	\$135.00/hr
Urban Forestry Specialist IV	\$125.00/hr
Urban Forestry Specialist III	\$110.00/hr
Urban Forestry Specialist II	\$100.00/hr
Urban Forestry Specialist I	\$90.00/hr
Research Analyst	\$65.00/hr

Construction Management Services

Principal/Manager	\$175.00/hr
Senior Construction Manager	\$150.00/hr
Construction Manager	\$135.00/hr
Senior Project Manager	\$135.00/hr
Project Manager	\$130.00/hr
Resident Engineer	\$120.00/hr
Construction Engineer	\$105.00/hr
On-site Owner's Representative	\$95.00/hr
Construction Inspector III	\$100.00/hr
Construction Inspector II	\$95.00/hr
Construction Inspector I	\$90.00/hr

Right-of-Way Management Services

Principal ROW Manager	\$160.00/hr
ROW Project Manager	\$130.00/hr
Senior ROW Engineer	\$115.00/hr
ROW Engineer	\$105.00/hr
ROW Technician	\$95.00/hr
ROW Research Analyst	\$65.00/hr

Hydrogeological Services

Principal	\$180.00/hr
Sr. Hydrogeologist/Sr. Project Manager	\$160.00/hr
Associate Hydrogeologist/Engineer	\$115.00/hr
Hydrogeologist IV/Engineer IV	\$105.00/hr
Hydrogeologist III/Engineer III	\$95.00/hr
Hydrogeologist II/Engineer II	\$85.00/hr
Hydrogeologist I/Engineer I	\$75.00/hr
Technician	\$65.00/hr

District Management & Operations

District General Manager	\$155.00/hr
District Engineer	\$135.00/hr
District Manager	\$130.00/hr
District Secretary/Account	\$80.00/hr
Collections System Manager	\$80.00/hr
Grade V Operator	\$95.00/hr
Grade IV Operator	\$80.00/hr
Grade III Operator	\$70.00/hr
Grade II Operator	\$60.00/hr
Grade I Operator	\$57.00/hr
Operator in Training	\$47.00/hr
Collection Maintenance Worker II	\$45.00/hr
Collection Maintenance Worker I	\$34.00/hr

Office Services

Technical/Drafting/CADD Services

3D Graphic Artist	\$125.00/hr
Senior Designer	\$98.00/hr
Designer	\$90.00/hr
GIS Specialist IV	\$100.00/hr
GIS Specialist III	\$95.00/hr
GIS Specialist II	\$85.00/hr
GIS Specialist I	\$80.00/hr
CADD Operator II	\$80.00/hr
CADD Operator I	\$70.00/hr

Support Services

Computer Processing	\$65.00/hr
Clerical Administration	\$65.00/hr

Forensic Engineering – Court appearances, depositions, and interrogatories as expert witness will be billed at 1.75 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.5 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at 44.5 cents per mile. Per diem where overnight stay is involved is charged at cost

Invoices, Late Charges. - All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within thirty (30) days from the date of the invoice. Client agrees to pay a monthly late charge equal to one percent (1%) per month of the outstanding balance until paid in full.

Escalation Factor: The schedule of charges will increase by a 5% annual escalation factor (See Section 3.3 and Exhibit A of this Second Amendment).