

**SECOND AMENDMENT TO
PROFESSIONAL CONSULTANT SERVICES AGREEMENT**

DUDEK

[Environmental Review Services for the Tequesquite Creek Maintenance Project]

THIS SECOND AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Second Amendment") is made and entered into this _____ day of _____, 2019, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation, hereinafter referred to as "City", and DUDEK, a California corporation, hereinafter referred to as "Consultant", with respect to the following facts:

RECITALS

WHEREAS, on or about May 9, 2017, City and Consultant entered into a Professional Consultant Services Agreement for Environmental Review Services for the Tequesquite Creek Maintenance Project ("Agreement"); and

WHEREAS, on or about March 16, 2018, City and Consultant agreed to extend the term of the Agreement to February 28, 2019, and increase the compensation by an additional amount of Twenty Four Thousand Four Hundred Twenty Five Dollars (\$24,425); and

WHEREAS, City and Consultant desire to extend the term of the Agreement by Twenty-Four (24) months, to February 28, 2021.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, City and Consultant agree as follows:

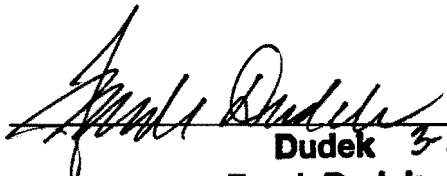
1. Section 1 of the Agreement is hereby amended by adding the additional services as set forth in Exhibit "A-2," attached hereto and incorporated herein by this reference.
2. Section 2, Term is amended to extend the term of the Agreement through February 28, 2021. The term may be extended for an additional one-year period, upon mutual written agreement of the parties.
3. Section 3, Compensation/Payment is hereby amended to increase the compensation by an amount not to exceed Fourteen Thousand Five Hundred Three Dollars (\$14,503) as shown in Exhibit "B-2," attached hereto and incorporated herein by reference, for a total contract amount of Eighty-Eight Thousand Three Hundred Eighty-Three Dollars (\$88,383).
4. All terms and conditions of the Agreement and First Amendment not inconsistent with this Second Amendment, shall remain in full force and effect and are incorporated herein by this reference as if set forth in full.

IN WITNESS WHEREOF, City and Consultant have caused this Second Amendment to Professional Consultant Services Agreement for Environmental Review Services for the Tequesquite Creek Maintenance Project to be duly executed on the day and year first above written.


CITY OF RIVERSIDE, a California

DUDEK, a California corporation

By: _____
City Manager

By:  3-26-2019
Dudek
[Name and Title] **Frank Dudek**
Chairman / CEO

Attest: _____
City Clerk

By:  3-26-19
ASST. SECRETARY EMILY HART
[Name and Title]

Certified as to funds availability:

By: 
Chief Financial Officer

APPROVED AS TO FORM:


By: 
Ruthann M. Salera
Deputy City Attorney

Exhibit A-2
Scope of Services

DUDEK

3141 UNIVERSITY AVENUE, SUITE 200
RIVERSIDE, CALIFORNIA 92506
TEL: 951-514-8800 FAX: 951-514-8801
WWW.DUDEK.COM

March 20, 2019

Mike Roberts, Environmental Services Coordinator
City of Riverside
Public Works Department
3900 Main Street, #4
Riverside, CA 92522

***Subject: Addendum Proposal for Environmental Services for the Tequesquite Creek Channel
Channel Maintenance Project***

Dear Mr. Roberts:

Dudek is pleased to provide this scope of work and cost to assist the City in completing the additional biological tasks required to revise/obtain regulatory permits to authorize maintenance work within Tequesquite Creek Channel.

Our original scope of work assumed that the existing 404 Nationwide Permit Authorization, 401 Water Quality Certification, and draft 1602 permits would just require updating, however, based upon the email from Jeff Brandt at California Department of Fish and Wildlife, it is likely that he will require submittal of a new 1602 application due to the length of time since the draft permit was originally issued in 2015. Additionally, a site visit and coordination to approve the proposed mitigation area at Hole Creek would be required. We assume that the 404 and 401 permits can still be reauthorized under the 2017 Nationwide Permit Program (NWP), with revisions to the mitigation requirements, and will not require submittal of new applications.

SCOPE OF WORK

Task 1 1602 Streambed Alteration Agreement

Although a draft 1602 agreement was issued by CDFW in 2015, we anticipate that an updated application for 1602 agreement will be required to revise and finalize the permit based upon an email from Jeff Brandt at CDFW (dated December 28, 2018). Dudek will prepare the SAA application for submittal to CDFW (Inland Deserts Region, Region 6). The notification generally includes the following items:

- A completed notification form
- A detailed project description

Mr. Mike Roberts, City of Riverside

Subject: Addendum Proposal for Environmental Services for the Tequesquite Creek Channel Maintenance Project

- A description of project impacts
- A discussion of the approvals and certifications being obtained from other federal, state, and local agencies
- A description of the proposed mitigation
- The CEQA Document
- SAA application fee using the 2019 fee schedule. We are assuming that the fee will be assessed at \$1,493 (for a project costing no more than \$25,000). Dudek will ensure that the fee paid by the City previously is deducted from the final fee amount.

Deliverables:

- Three (3) Regulatory Permit Binders, including all applications and submitted materials (one for CDFW, one for Dudek, and one for the City)

Task 2 Agency Coordination

The new 1602 agreement application and revisions to the 404 and 401 permits will be coordinated with resource agencies (USACE, CDFW, RWQCB) throughout processing to ensure that any potential issues are communicated to the City and resolved at the earliest possible opportunity. Coordination may include telephone, email, or written correspondence, or meetings with the agencies. This scope of work includes up to 32 hours of agency coordination time, including one additional site visit (following the pre-application consultation meeting, described previously) with regulatory agency staff and the City. Additionally, this scope of work includes 8 hours of field/mitigation site coordination time to visit the proposed Hole Creek mitigation area with resource agency staff and to coordinate with the City in evaluating the proposed mitigation areas.

Deliverables:

- Copies of all agency correspondence, including emails, phone log, and meeting minutes associated with the 404, 401, and 1602 consultation.

Exhibit B-2
Compensation

Mr. Mike Roberts, City of Riverside

*Subject: Addendum Proposal for Environmental Services for the Tequesquite Creek Channel
Maintenance Project*

TOTAL COST

The work outlined above would be carried out for a not-to-exceed amount of \$14,503, on a time and materials basis. Please let me know if you have any questions on this proposal. I can be reached at (951) 300-2184.

Sincerely,



Shelah Riggs
Senior Regulatory Specialist

	A	B	C	D	M	N	S	T
1	PROPOSAL # 1057-1905							
2	Employee:	Shelah A Riggs	Spenser C Lucarelli	Daniel Kil				
3	Labor Category:							
4	Bill Rate	195.00	160.00	95.00				
5								
6	Proposal #:							
7	Project: : Maintenance Project							
8	Client: City of Riverside							
9	Date Prepared: 20-Mar-19							
10	Employee	Shelah A Riggs	Spenser C Lucarelli	Daniel Kil				
11	Billing Category	Senior Specialist II	GIS Specialist IV	Publications Specialist II				
12	% Used on job	86%	6%	9%	Labor Hours	Labor @ Billing Rates	DIRECT COSTS	Total
13								
14	Task 1: 1602 Streambed Alteration Agreement	20	4	6	30	5,110	1,493	6,603.00
15	Task 2: Agency Coordination	40			40	7,800	100	7,900.00
42	Total Hours	60	4	6	70	12,910		14,503.00
43	Total Billing	11,700	640	570		12,910	1,593	\$14,503.00
44								