

**FOURTH AMENDMENT TO AGREEMENT BETWEEN THE  
CITY OF COACHELLA  
AND MICHAEL BAKER INTERNATIONAL, INC.**

**THIS FOURTH AMENDMENT** (“Amendment”) is made and entered into as of February 12, 2020 by and between the City of Coachella (“City”) and Michael Baker International, Inc., (“Consultant”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Recitals. This Amendment is made with the respect to the following facts and purposes:
  - a. On or about May 27, 2015 the City and Consultant entered into that certain agreement entitled “City of Coachella Professional Services Agreement” between the City and Consultant in the amount of \$2,800,000 for I-10/Avenue 50 Interchange, City Project# ST-67.
  - b. On or about March 14, 2018 the City and Consultant entered into that certain agreement entitled “First Amendment” between the City and Consultant in the amount of \$335,363.
  - c. On or about April 24, 2018 the City and Consultant entered into that certain agreement entitled “Second Amendment” between the City and Consultant to extend the term to May 27, 2020.
  - d. On or about December 12, 2018 the City and Consultant entered into that certain agreement entitled “Third Amendment” between the City and Consultant in the amount of 167,786.
  - e. The parties now desire to amend the Agreement as set forth in this Amendment
2. Amendment. Section 3.3.1, Compensation, of the Agreement is hereby amended in its entirety to read as follows:

“3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement as set forth in Exhibit “A” at the rates set forth in Exhibit “B” attached hereto and incorporated herein by reference. The total compensation shall not exceed **Three Million Three Hundred Ninety-Nine Thousand One Hundred Fifty-Eight Dollars (\$3,399,158)** without written approval of the City’s representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.”
3. Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the

date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.
5. Counterparts. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

IN WITNESS THEREOF, the parties have executed this Amendment as of the day and year first set forth above, which date shall be considered by the parties to be the effective date of this Amendment.

CITY OF COACHELLA

MICHAEL BAKER INTERNATIONAL, INC.

By: \_\_\_\_\_  
William Pattison, City Manager

By: \_\_\_\_\_  
signature

Approved as to form:

\_\_\_\_\_  
name

By: \_\_\_\_\_  
Carlos Campos, City Attorney

\_\_\_\_\_  
title

Attest:

By: \_\_\_\_\_  
Angela Zepeda, City Clerk

# EXHIBIT "A"

## SCOPE OF SERVICES

### **Task 1: Paleontological Monitoring Plan**

- **CRITICAL – COMPLETED/APPROVED**

Caltrans requires that a Paleontological Monitoring Plan (PMP) be prepared in compliance with the Environmental Commitments Record before PS&E can be approved. The PMP was not in the original scope of work due to the overlap of PA/ED with PS&E.

Cogstone's key staff will prepare the Paleontological Monitoring Plan (PMP), which will provide guidance to protect paleontological resources during project construction excavations. The report will be completed in compliance with Volume 1, Chapter 8 of Caltrans' SER Handbook. Cogstone will respond to two rounds of comments and produce the final PMP.

Notes and Assumptions: For purposes of this addendum request, it is assumed that Cogstone will not be required to attend project meetings or public meetings. Reports will be submitted electronically. Two rounds of revisions are anticipated for approval of the PMP by Caltrans.

**Deliverable:**

- Approved Paleontological Monitoring Plan

### **Task 2: Water Quality Basin Refinements**

- **CRITICAL – COMPLETED/PENDING APPROVAL**

In response to Caltrans' review of the Storm Water Data Report (SWDR) as part of the 100% PS&E submittal, redesign of the water quality basins was required. Redesign included three (3) iterative redesign of the basin concepts and coordination at four (4) focus meetings with Caltrans representatives from Storm Water, Maintenance, and Landscape Architecture. As a result of the basin redesign, the following revisions to other project features were required:

- Revise MVP on EB off-ramp to accommodate larger vehicles,
- One (1) additional MVP at EB on-ramp to accommodate larger vehicles,
- Individually designed rock slope protection (RSP) shapes,
- Individually designed material pathways to each basin

The above resulted in revisions to the fully designed 100% PS&E. The drainage plans, profiles, details and quantities required updates based on repositioning of inlets and outlets both horizontally and vertically near various MVPs and within the redesigned basins. Special details were required for each uniquely shaped RSP. Erosion control plans required updates to accommodate the new shapes and changes within the graded areas of the project. Quantities were also updated and re-verified across the updated plan sets.

**Deliverables:**

- Focus meetings (4)
- Updated PS&E (Drainage, Erosion Control, Grading, Layouts, Specifications and Estimates) based on basin redesign
- Updated SWDR accounting for basin redesign

### **Task 3: Benefit Cost Analysis**

- **CRITICAL – COMPLETED**

Michael Baker will revise a previous BCA created for FY19 BUILD grant application “*Interstate 10/Avenue 50 Interchange Coachella, California*” and enhance the benefit evaluation to include a full lifecycle cost evaluation and take climate change impacts into account in accordance with the newly adopted California 2020 State Transportation Improvement Program Guidelines. The revised BCA will include a narrative update and supporting documentation of calculations using Caltrans Cal B/C tools provided by their Transportation Economics Branch. It will include a crosswalk of parameters to translate benefit parameters used for the Federal BUILD BCA to the Caltrans Cal B/C tool per Caltrans guidance documents.

**Deliverable:**

- Benefit Cost Analysis

### **Task 4: Habitat Mitigation and Monitoring Plan**

- **CRITICAL – NEW WORK**

Michael Baker has reviewed the conditions in the draft Streamed Alternation Agreement (SAA) 1600-2018-0162-R6. California Department of Fish and Wildlife (CDFW) has determined that the Permittee (City of Coachella, City) shall mitigate project related impacts by providing for the acquisition and the perpetual conservation of 7.69 acres of jurisdictional area. It is noted that the protection and perpetual management of the 7.69 acres of jurisdictional area may be developed in an alternative manner acceptable to CDFW. Upon 90 days of the signature to the SAA, the Permittee shall submit a draft Habitat Mitigation and Monitoring Plan (HMMP) for CDFW approval. The Permittee will have 30 calendar days to notify CDFW of whether the measures in the draft agreement are acceptable.

#### **Task 4a: (Coordination & Mitigation Approach)**

For the acquisition and perpetual conservation of 7.69 acres of jurisdictional area, Michael Baker will review the feasibility of various approaches to mitigation for discussion with the City and CDFW. Options evaluated may include onsite mitigation, offsite mitigation through acquisition of an available parcel and the establishment of a conservation easement, permittee responsible mitigation through identification of City owned property, or a combination of the above. The accepted approach will be detailed in the Habitat Mitigation and Monitoring Plan (HMMP) identified in Task 4b below.

Michael Baker will identify and coordinate with approved third-party approved land managers to evaluate the potential for off-site and/or onsite mitigation. Michael Baker will also coordinate with the third-parties in order to assist the City in understanding the requirements for mitigation.

- *Onsite mitigation:* Michael Baker will determine the viability of onsite mitigation by reviewing existing baseline information of desert dry wash habitat and associated vegetation within project boundaries.
- *Offsite mitigation:* Michael Baker will identify and coordinate with approved third-party land managers for an off-site mitigation approach. Coordination will involve the identification and review of available mitigation lands and evaluation of the long-term management and

maintenance of the mitigation lands. Michael Baker will conduct a desk-top baseline review of available mitigation lands to determine their ability to meet CDFW mitigation requirements.

- *Offsite mitigation (City owned property):* Michael Baker will work with the City to identify whether City owned property is available for permittee responsible mitigation. The City will provide all available parcel data in the form of GIS shapefiles. Michael Baker will conduct a desk-top baseline review of available properties.
- *Onsite/Offsite Mitigation:* From the data gathered from the above mitigation options, Michael Baker will identify if it will be feasible to combine the best approach for both onsite and offsite mitigation.

Assumptions and Exclusions: This task assumes a desk-top level literature review of the potential mitigation sites.

**Deliverable:**

- Outline summary of each mitigation approach and a Conceptual Mitigation Plan for City and CDFW review.

**Task 4b: (Habitat Mitigation and Monitoring Plan)**

Michael Baker shall prepare a Habitat Mitigation and Monitoring Plan (HMMP) for the Project site based on the selected mitigation approach identified in Task 4a above. The HMMP is designed to document compensatory mitigation to off-set the Project's original jurisdictional impacts and shall be prepared in accordance with the Project's Streambed Alteration Agreement. The Plan shall discuss:

- *Responsibilities and qualifications of the personnel to implement and supervise the plan.* The responsibilities of the Applicant that would supervise and implement the plan shall be specified.
- *On-Site restoration preparation and planting implementation.* Site preparation shall include: (1) protection of existing native species; (2) trash and weed removal; (3) native species salvage and reuse (i.e., duff); (4) soil treatments (i.e., imprinting, decompacting); (5) temporary irrigation installation (if required); (6) erosion control measures (i.e., rice or willow wattles); (7) seed mix application; and (8) container species planting.
- *Off-Site Conservation Efforts.* Activities associated with the conservation efforts shall be identified and outlined to fulfill CDFW mitigation requirements.
- *Schedule.* A schedule shall be developed which includes planting in late fall and early winter (between October 1 and January 30) or dictated by CDFW.
- *Maintenance plan/guidelines.* The Maintenance Plan shall include: (1) weed control; (2) herbivory control; (3) trash removal; (4) irrigation system maintenance (if required); (5) maintenance training; and (6) replacement planting.
- *Monitoring Plan.* The Monitoring Plan for the restoration efforts shall be described to include: (1) qualitative monitoring (i.e., photographs and general observations); (2) quantitative monitoring (i.e., randomly placed transects); (3) performance criteria set by CDFW; (4) monthly reports for the first year and reports every other month thereafter; and (5) annual reports, which shall be submitted to CDFW on a yearly basis, for five years. This task does not include monitoring of the mitigation sites.
- *Long-term management.* Long-term management of both sites shall also be detailed in the HMMP to ensure the mitigation is not impacted by future development.

Pursuant to agency requirements, the HMMP will include a maximum of four (4) exhibits to enhance the written text and clarify the approach. Exhibits are anticipated to include: 1) Regional Vicinity Map; 2) Site Vicinity Map; 3) Mitigation Site Plans, 4) On-Site Mitigation Site Photographs; and, (5) Off-Site Mitigation Photographs. This task includes time for Geographic Information Systems (GIS) analysis. A reference site will also be identified. The reference site would be in the watershed and would provide an “example” of what the mitigation site would become. The focus is on functions and services of the mitigation site, rather than just aesthetics and vegetation.

*Calculation of Plant Quantities:* Working in concert with Michael Baker’s Restoration Ecologists, our licensed landscape architect will review the species planting list and identify plant quantities to be utilized. This task includes identification of plant types (i.e. cuttings, 1-gallon containers, hydroseed) and quantities (cuttings/pounds/gallons per acre). Spacing requirements will also be defined. This task excludes preparation of construction and irrigation plans; however, such plans can be provided based on a supplemental scope of work for additional fee.

*Preparation of Final HMMP Report:* This task includes response to comments and revisions associated with client and/or regulatory agency reviews. Michael Baker shall provide regulatory services for the completion of the HMMP. The processing shall include required correspondence or telephone calls between the reviewing staff related to the HMMP. Typically, agency comments are responded to via email; however, this task includes one (1) round of formal (written and hard copy submittal) response to comments as needed.

**Deliverable:**

- Habitat Mitigation and Monitoring Plan (PDF)

## **Reimbursables - Deposits**

- **CRITICAL**

Additional deposits are required to the County of Riverside for review of the Record of Survey. The current deposit is in the amount of \$510, and an additional, unknown deposit is anticipated for the final submittal of the Record of Survey for County approval. Michael Baker can pay the deposit to facilitate the project schedule.

## **Reimbursables - HMMP**

- **CRITICAL**

An estimated \$1,200 in mileage, field supplies, and document reproduction is estimated for Task 4 (HMMP).

# EXHIBIT "B"

## COMPENSATION

Client agrees to compensate Michael Baker International (Consultant) for such services as follows:

Consultant shall complete the additional work outlined Exhibit A in accordance with our existing contract agreement budgeted as follows:

<b>Task</b>	<b>Hours</b>	<b>Budget</b>
<b>Task 1 Paleontological Monitoring Plan (PMP)</b>		<b>\$4,400</b>
Prime Consultant	6	\$1,275
Sub Consultant	28	\$3,125
<b>Task 2 Water Quality Basin Refinements</b>		<b>\$28,350</b>
Prime Consultant	179	\$28,350
<b>Task 3 Benefit Cost Analysis</b>		<b>\$13,400</b>
Prime Consultant	124	\$13,400
<b>Task 4 Habitat Mitigation and Monitoring Plan</b>		<b>\$39,500</b>
Prime Consultant	340	\$39,500
<b>Total Professional Services</b>		<b>\$79,400</b>
<b>Reimbursables - Deposits</b>		<b>\$522</b>
<b>Reimbursables – ODC for HMMP</b>		<b>\$1,200</b>
<b>Subtotal</b>		<b>\$87,372</b>
<b>Contingency (10%)</b>		<b>\$8,737</b>
<b>Total Additional Budget Request</b>		<b>\$96,109</b>