

**BOARD ACTION SUMMARY**

DEPT: Parks and Recreation

BOARD AGENDA:5.B.2  
AGENDA DATE: July 17, 2018

**SUBJECT:**

Approval of Amendment No. 2 to the Agreement for Professional Services with BaseCamp Environmental, Inc., for California Environmental Quality Act Services at Woodward Reservoir Regional Park

**BOARD ACTION AS FOLLOWS:**

**RESOLUTION NO. 2018-0358**

On motion of Supervisor Chiesa Seconded by Supervisor Withrow  
and approved by the following vote,

Ayes: Supervisors: Olsen, Chiesa, Withrow, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None


1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

**MOTION:**

ATTEST:   
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
AGENDA ITEM**

DEPT: Parks and Recreation

BOARD AGENDA:5.B.2  
AGENDA DATE: July 17, 2018

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

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**SUBJECT:**

Approval of Amendment No. 2 to the Agreement for Professional Services with BaseCamp Environmental, Inc., for CEQA Services at Woodward Reservoir Regional Park

**STAFF RECOMMENDATION:**

1. Approve Amendment No. 2 to the Agreement for Professional Services with BaseCamp Environmental, Inc., for California Environmental Quality Act services at Woodward Reservoir Regional Park, for a not-to-exceed amount of \$117,003.
2. Authorize the Director of Parks and Recreation, or designee, to execute Amendment No. 2 with BaseCamp Environmental, Inc., and sign any necessary documents.
3. Authorize the Director of Parks and Recreation, or designee, to sign amendments to the Agreement for an overall not-to-exceed amount of \$128,703, which includes a contingency of \$11,700.

**DISCUSSION:**

Stanislaus County Department of Parks and Recreation (Parks) operates Woodward Reservoir Regional Park (WRRP), a 6,667-acre facility that provides camping, boating, water and jet skiing, fishing, swimming, and hunting as well as large open space areas for hiking and nature enjoyment. The WRRP facilities include more than 150 developed campsites, restrooms, picnicking, and barbeque facilities, boat launch and fishing support facilities. Peak use is during the summer recreation season.

The east shore of WRRP has provided a post-season venue for the Symbiosis festival in 2013, 2015, and 2016. In 2016, this multi-day event accommodated in excess of 20,000 people on-site during the 3-4 day event. Normal operations of the WRRP also include other large-scale public events, such as a fireworks celebration drawing nearly 30,000 people over the July 4<sup>th</sup> Holiday. The WRRP location has proved attractive and popular, and Parks is anticipating increasing demand for these and other similar events in the years ahead.

In order to accommodate additional events, including events during the summer season, Parks proposes the development of a new event venue on the north shore of the reservoir. This largely undeveloped 800-acre area that already supports some recreational uses would also provide a venue for additional events without interfering with heavy public use of other WRRP lands during the summer season. This area is accessed directly from existing County roads, has good potential for the extension of water and electrical utilities and offers better access for law enforcement and emergency services. Parks proposes to improve the north side's roads in order to accommodate large events during the summer months and potentially provide additional day use and camping facilities in the future.

As envisioned by Parks, development of the north side would proceed incrementally as demand and funding permit. Initial work would include improved access control, road surfacing and parking so that several multi-day festivals and similar events hosting more than 10,000 people can be accommodated each year with adequate staff and emergency access. Although the physical work would be limited in scope, improvements lead to intensification of use, including increased access to and recreational use along the shoreline, temporary camping areas, event venue construction and take-down, and general vehicle and foot traffic.

Future improvements envisioned by Parks may include further improvements and surfacing of existing roads, the extension of electricity and potable water service, and the development of additional parking, campgrounds, boat ramps, restrooms, picnic facilities, and other amenities. Conceptual plans include new access roads providing increased access to the north side land areas and a shoreline road. These and other improvements yet to be defined would further intensify use of the area, reduce somewhat existing demands on other park facilities and provide additional public recreation capacity.

As a California local agency, Parks is responsible for conducting environmental review under the California Environmental Quality Act (CEQA), including an Initial Study/Mitigated Negative Declaration (IS/MND). On June 19, 2017, Parks contracted with BaseCamp Environmental, Inc., to conduct an environmental review of the full range of planned north side improvements so that improvements and their potential environmental effects can be considered. This will allow future improvements to be made as demand and funding permit, without the need to conduct multiple future environmental reviews. The consultant is assisting Parks in defining the proposed project and to prepare, process, and ultimately adopt the required CEQA documents. The original scope of work included an initial biological inventory and consideration of potential biological constraints, with the understanding that as the work progressed, the consultant would be moving to more complete technical studies and the CEQA process. The original contract was in the amount of \$72,880.

On February 22, 2018, Parks added Amendment No. 1 to the Agreement for a Formal California Tiger Salamander habitat assessment and larval surveys. This amendment increased the Agreement's not-to-exceed amount to \$92,650.

The proposed Amendment No. 2 to the Agreement allows for additional technical studies, including preparing a Biological Assessment and a Cultural Resources Inventory for the project area, in support of the CEQA document. This includes preparation of a Biological Resources Report, Native American consultation, a records search, and literature review. Amendment No. 2 increases the contract's not-to-exceed amount by \$24,353, for a new not-to-exceed total of \$117,003.

**POLICY ISSUE:**

Government Code Section 23005 and 25502.5 requires Board of Supervisors' approval for all contracts exceeding \$100,000.

**FISCAL IMPACT:**

The Amendment No. 2 increases the Agreement by \$24,353, for an overall total not to exceed amount of \$117,003, with a contingency of an additional \$11,700. In Fiscal Year 2017-2018, the Board approved \$450,997 in carryforward appropriations for the development of the Woodward Reservoir Northside Project. With this Amendment, a balance of \$322,294 will remain.

**BOARD OF SUPERVISORS' PRIORITY:**

The recommended actions are consistent with the Board's priorities of *Delivering Efficient Public Services and Community Infrastructure* by improving recreational facilities and resources.

**STAFFING IMPACT:**

Existing staff will continue to oversee the work related to this Agreement.

**CONTACT PERSON:**

Jami Aggers, Director  
Merry Mayhew, Assistant Director

Telephone: 209-525-6770  
Telephone: 209-525-6760

**ATTACHMENT(S):**

1. Basecamp Amendment 2



DEPARTMENT OF PARKS AND RECREATION  
3800 Cornucopia Way, Suite C, Modesto, CA 95358  
Phone: (209) 525-6700  
Fax: (209) 525-6773

**AMENDMENT NO. 2**  
**TO**  
**STANISLAUS COUNTY PROFESSIONAL SERVICES AGREEMENT**  
**WITH**  
**BASECAMP ENVIRONMENTAL, INC.**

This Amendment No. 2 to the Professional Services Agreement ("Amendment No. 2") by and between the County of Stanislaus ("County") and BaseCamp Environmental, Inc. ("Consultant") is made and entered into on July 18, 2018.

Whereas, the County and Consultant entered into an Agreement for Professional Services dated June 19, 2017 ("the Agreement"); and

Whereas, Paragraph 17 – "Amendment" of the Agreement provides that the Agreement may be amended in writing by mutual consent of both parties; and

Whereas, on February 22, 2018, the Director of Parks and Recreation approved, and the Director of the General Services Agency executed Amendment No. 1 to the Agreement, for a Woodward Reservoir Formal California Tiger Salamander (CTS) Habitat Assessment and Larval Surveys, which increased the contract by \$19,770; and

Whereas, the County has a need to increase funding to this Agreement by \$24,353, in order to prepare a Biological Assessment and a Cultural Resources Inventory for the Woodward Reservoir project area, in support of the California Environmental Quality Act (CEQA) document, and to provide for additional project management, reporting, and coordination; and

Whereas, the County has a need to revise the Fee Schedule to decrease budget for those tasks that have come in under budget, increase budget for tasks that will need additional work performed, and to show the elimination of budget Task 2A, Subtasks b – d; and

Whereas, this amendment is for the mutual benefit of County and Consultant;

Now, therefore, the County and Consultant agree as follows:

1. Exhibit A Scope of Work, Section B Task 2 "Technical Surveys, Studies and Reports" is amended to include the following:

"Task 2B: Biological Resources Report

Consultant shall work with a subconsultant to provide a Biological Assessment (BA) in support of the CEQA document.

The main biological resources in this part of Stanislaus County are Waters of the U.S. and wetlands (especially vernal pools), and species associated with wetlands, including California tiger salamander and fairy shrimp. Due to the habitats present and location of the site, potential impacts to wetlands and the suite of special-status species they can support will be focal issues to resource and regulatory agencies as the project goes through the environmental review process.

The BA shall support the upcoming CEQA review. As a first step, a species list shall be

obtained from the U.S. Fish and Wildlife Service (USFWS) to identify any sensitive plant and wildlife species, as well as any critical habitats, which have the potential to occur in or near the project site. A query of California Department of Fish and Wildlife's (CDFW) California Natural Diversity Database shall also be conducted to determine the locations of special-status plant and wildlife species and sensitive habitats within the project vicinity.

In addition to the database searches, Consultant shall conduct spring field surveys to document site conditions, search for special-status species or suitable habitat for special-status species, compile lists of plant and wildlife species observed, and photograph the site and adjacent lands. Consultant's subconsultant, Moore Biological Consultants, who is performing work under this task shall work closely with the subconsultant, Dudek, who is performing work under Task 2A, including assistance with the technical studies on the California tiger salamander, review and comments on reports, and attending one field larval sampling survey.

Following the completion of larval sampling and spring field surveys, Consultant shall work with subconsultants to prepare the BA summarizing the results of the database search, literature review, and field surveys. The report shall describe on-site habitats and biological resources, with a focus on wetlands and special-status species, shall identify potentially significant impacts to biological resources from the project, and include mitigation recommendations to reduce potential project impacts to a less than significant level. While a formal wetland delineation is not included in this scope of work, the location and extent of potentially jurisdictional Waters of the U.S. and wetlands will be more definitively mapped, and these features shall be described in detail in the BA. The preliminary wetland mapping prepared last fall is expected to expedite the spring mapping. Maps, aerial photographs, and ground-level photographs shall be included to provide a comprehensive understanding of site conditions and habitats.

May and early June will be optimal for the general biology and wetland field surveys.

#### Task 2C: Cultural Resources Record Search, Survey, and Report

Consultant shall work with a subconsultant to provide the following:

##### a. Records Search and Literature Review.

A pre-field comprehensive records search shall be conducted at the Central California Information Center (CCIC) at California State University, Stanislaus, accessing the California Historical Resources Information System for any previously recorded sites and studies within a half-mile radius of the Project area. The following State of California Department of Parks and Recreation and Office of Historic Preservation inventories shall also be reviewed:

- i. California Inventory of Historic Resources
- ii. National Register of Historic Places
- iii. California Register of Historic Places
- iv. California Historic Landmarks
- v. California Points of Historical Interest

Historic topographic maps, GLO plats, and soil survey maps shall also be reviewed. An extensive analysis of California tribal territories and ethnographic villages shall be conducted in-house.

All records search material shall be thoroughly analyzed before fieldwork commences.

##### b. Native American Consultation

The Native American Heritage Commission (NAHC) shall be contacted to review the

Sacred Lands database for cultural resources in the project area. Additionally, the NAHC shall provide a list of Native American consultants who will be notified in writing of the Project. In-person meetings are not a regulatory requirement and are not considered part of this scope. The purpose of this level of consultation is to inform the Native American community about the project undertaking, and to acquire information on potential unrecorded cultural resources and/or sacred lands that Native American groups identify as being in the project area. This consultation is not to be misconstrued with SB 18 or AB 52 consultation, which are not part of this scope.

c. Fieldwork

An intensive pedestrian survey of the project area shall be conducted by Consultant's qualified archeologists who shall walk transects at 15-30 meter intervals. The archaeologists shall take digital photographs of the project area, document thoroughly the survey findings, and utilize a two-meter accurate Trimble Juno GPS device to digitally record locational information and produce corrected shapefiles to provide to the client. Consultant anticipates that four new or previously documented cultural resources shall be discovered in the project area. All newly identified and previously recorded cultural resources shall be recorded utilizing State of California Department of Parks and Recreation record forms.

d. Reporting

Consultant shall provide a full report that briefly documents the historical and ethnographic setting of the project area, Native American consultation, background literature review and records search, and findings during fieldwork. The report shall elaborate on the possibility of discovering unforeseen, subsurface cultural resources during construction, and state recommendations based on field findings and the records search analysis. If resources are discovered, cultural resources shall be assessed for California Register of Historic Resources (CRHR) eligibility, and recommended either "eligible" or "ineligible" for the CRHR based on survey-level findings. Project recommendations shall be made when appropriate.

A copy of the final report shall be submitted to the CCIC.

e. Assumptions for Task 2C:

- i. No more than four (4) cultural resources will be discovered as part of the inventory.
- ii. Construction monitoring, archaeological testing and evaluation, or any other mitigative measure needed as a result of this study are not included as part of this scope.
- iii. No more than one round of client report review will be required.

2. Exhibit A Scope of Work, Section C "Compensation" Item 2 is amended to read as follows:

"2. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed **One Hundred Thousand Seventeen, and Three Dollars (\$117,003.00)**, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement."

3. Exhibit C Fee Schedule, Section 3 "Project Price" Item 3.1 is amended to read as follows:

"3.1. A Summary breakdown of the Project fees is as follows:

Costs will be billed on a time and materials basis in accordance with the hourly fees set forth in the Agreement along with the costs per task, subcontractor fees, and other fees as outlined in the Agreement. Costs shall not exceed the budget total without prior County authorization and a written amendment to the Agreement. Consultant shall receive County approval prior to performing each task set forth in this Agreement.

<b>LABOR</b>	<b>TOTAL HOURS</b>	<b>COST</b>
<b>Task 1 Project Initiation</b>		
Project Management and Reporting	40	\$7,600
Task 1A, Initial Project Description	20	\$3,480.00
Task 1B, Preliminary Biological Study (BaseCamp)	8	\$1,520.00
Task 1 Biology Subcontractor, Moore Biological Consultants		\$2,842.00
Task 1 Biology Subcontractor, Dudek		\$2,158.00
<b>TASK 1 COST TOTAL</b>		<b>\$17,600.00</b>
<b>Task 2 Technical Studies, Surveys and Reports</b>		
Biological studies, coordination and communication	24	\$4,560.00
Acoustical Consultant		\$5,000.00
Traffic Report		\$5,000.00
<i>Task 2A – Woodward Reservoir Formal CTS Habitat Assessment and Larval Surveys</i>		
Subtask 2A.a – Habitat Assessment		\$8,892.00
Subtask 2A.b – Larval Sampling Design		\$0.00
Subtask 2A.c – Larval Sampling		\$0.00
Subtask 2A.d – Larval Sampling Report		\$0.00
<i>Task 2A Subtotal 2Aa –d</i>		<i>\$8,892.00</i>
<i>Task 2B – Biological Resources Report</i>		<i>\$23,280</i>
<i>Task 2C – Cultural Resources Record Search, Survey and Report</i>		
Subtask 2C.a – Records Search and Literature Review		\$1,535
Subtask 2C.b – Native American Consultation		\$270
Subtask 2C.c – Fieldwork		\$2,521
Subtask 2C.d – Reporting		\$3,660
<i>Task 2C Subtotal 2Ca –d</i>		<i>\$7,986</i>
<b>TASK 2 TOTAL</b>		<b>\$54,718.00</b>
<b>Task 3 CEQA Document Preparation and Process</b>		
Prepare Administrative Draft IS/MND	202	\$29,380.00
Revise, Publish, Distribute Documents	50	\$6,060.00
Prepare Approval Documents, Response to Comments	32	\$4,560.00
Prepare Mitigation Monitoring Plan	12	\$1,400.00
Public Meeting (1)	8	\$1,360.00
Prepare and File Notice of Determination	7	\$810.00
<b>TASK 3 TOTAL</b>		<b>\$43,570.00</b>



**OTHER EXPENSES**

Mileage	\$350.00
Miscellaneous R eproduction	\$200.00
Document Reproduction	At Cost
Dudek Vehicle use	\$115.00
Moore Biological Expenses	\$450.00

**TOTAL OTHER EXPENSES** **\$1,115.00**

**TOTAL NOT-TO-EXCEED COST** **\$117,003.00**

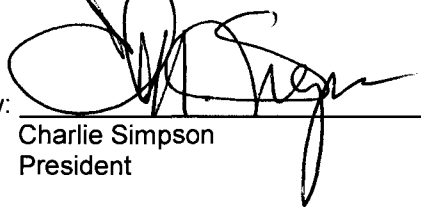
4. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

In witness whereof, the parties have executed this Amendment on the date written above.


**COUNTY OF STANISLAUS**  
Department of Parks and Recreation

By:   
\_\_\_\_\_  
Jami Aggers, Director  
"County"

**BASECAMP ENVIRONMENTAL, INC.**

By:   
\_\_\_\_\_  
Charlie Simpson  
President  
"Consultant"

APPROVED AS TO FORM:  
John P. Doering, County Counsel

By:   
\_\_\_\_\_  
Amanda Dehart, Deputy County Counsel



DEPARTMENT OF PARKS AND RECREATION  
3800 Cornucopia Way, Suite C, Modesto, CA 95358  
Phone: (209) 525-6700  
Fax: (209) 525-6773

**AMENDMENT NO. 3**

**TO**

**STANISLAUS COUNTY PROFESSIONAL SERVICES AGREEMENT  
WITH  
BASECAMP ENVIRONMENTAL, INC.**

This Amendment No. 3 to the Professional Services Agreement ("Amendment No. 3") by and between the County of Stanislaus ("County") and BaseCamp Environmental, Inc. ("Consultant") is made and entered into on November 1<sup>st</sup>, 2019.

Whereas, the County and Consultant entered into an Agreement for Professional Services dated June 19, 2017 ("the Agreement"); and

Whereas, Paragraph 17 – "Amendment" of the Agreement provides that the Agreement may be amended in writing by mutual consent of both parties; and

Whereas, on February 22, 2018, the Director of Parks and Recreation approved, and the Director of the General Services Agency executed Amendment No. 1 to the Agreement, for a Woodward Reservoir Formal California Tiger Salamander (CTS) Habitat Assessment and Larval Surveys, which increased the contract by \$19,770; and

Whereas, on July 17, 2018, the Board of Supervisors approved the Director of Parks and Recreation to execute Amendment No. 2 to the Agreement, for additional technical studies, including preparing a Biological Assessment and a Cultural Resource Inventory for the project area, in support of the CEQA document, which increased the contract by \$24,353, for a not-to-exceed amount of \$117,003; and

Whereas the Board of Supervisors approved the Director of Parks and Recreation to sign amendments to the Agreement for an overall not-to-exceed amount of \$128,703; and

Whereas, the County has a need to increase funding to this Agreement by \$11,700, in order assist with completion of the environmental review process; and

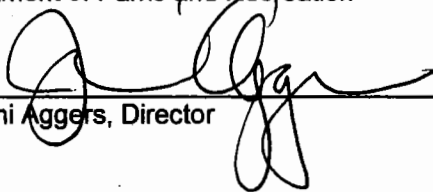
Whereas, this amendment is for the mutual benefit of County and Consultant;

Now, therefore, the County and Consultant agree as follows:

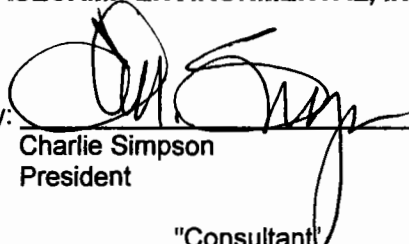
1. Exhibit A Scope of Work, Section C "Compensation" Item 2 is amended to read as follows:
  - "2. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed **One Hundred Twenty-Eight Thousand, Seven Hundred and Three Dollars (\$128,703.00)**, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement."
2. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

In witness whereof, the parties have executed this Amendment on the date written above.


**COUNTY OF STANISLAUS**  
Department of Parks and Recreation

By:   
\_\_\_\_\_  
Jami Aggers, Director  
"County"

**BASECAMP ENVIRONMENTAL, INC.**

By:   
\_\_\_\_\_  
Charlie Simpson  
President  
"Consultant"

APPROVED AS TO FORM:  
Thomas E. Boze, County Counsel

By:   
\_\_\_\_\_  
Todd James, Deputy County Counsel