

**AMENDMENT NO. 3 TO
PROFESSIONAL SERVICES AGREEMENT
CIP 22-03: MCCALL BLVD WIDENING PROJECT DESIGN SERVICES
(CIVIL DESIGN PLANS, SPECIFICATIONS, AND ESTIMATE ("PS&E")) SERVICES**

This is Amendment No. 3 to that certain Professional Services Agreement ("Agreement") made on **June 21, 2023**, between the City of Menifee ("City") and **KOA CORPORATION**, a California S-Corporation ("Consultant") for **CIP 22-03: MCCALL BLVD WIDENING PROJECT DESIGN SERVICES (CIVIL DESIGN PLANS, SPECIFICATIONS, AND ESTIMATE ("PS&E")) SERVICES**, as amended by that certain Amendment No. 1 to the Agreement entered into on **July 20, 2023** ("Amendment No. 1"), as amended by that certain Amendment No. 2 to the Agreement entered into on **December 6, 2023** ("Amendment No. 2"), which this Amendment No. 3 is made and entered on _____, **2024** to extend the term of the Agreement, increase the compensation amount, and augment the scope of services as indicated below:

1. Capitalized terms used but not defined in this Amendment No. 3 shall have the meanings ascribed to them in the Agreement.
2. Section 1.1, "Term of Services" is amended to read as follows:

1.1 Term of Services. The Parties previously entered into a Professional Services Agreement dated February 16, 2022, for a term of February 16, 2022 through December 31, 2022, for the Services also contemplated herein. That agreement was erroneously allowed to expire. The Parties continued operating as if that agreement continued in effect into 2023. The provisions of that agreement are substantially similar to the provision of this Agreement. The Parties therefore acknowledge and agree that the term of this Agreement began on January 1, 2023 and shall end on June 30, 2026 unless the term of this Agreement is otherwise terminated or extended as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect City's right to terminate this Agreement, as provided for in Section.

3. **SECTION 2**, "Compensation" is amended to increase the maximum compensation by **FIFTY THOUSAND FIVE HUNDRED FIFTY SEVEN DOLLARS AND SIXTEEN CENTS (\$50,557.16)**, and is amended to read as follows:

SECTION 2. COMPENSATION.

City hereby agrees to pay Consultant a sum not to exceed **TWO HUNDRED NINETY FOUR THOUSAND FORTY THREE DOLLARS AND THIRTY EIGHT CENTS (\$294,043.38)** notwithstanding any contrary indications that may be contained in Consultant's proposal, for the Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and

Exhibit A, regarding the amount of compensation, this Agreement shall prevail. City shall pay Consultant for the Services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for the Services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Consultant shall not bill City for duplicate services performed by more than one person.

4. Exhibit A, "Scope of Services" is supplemented to include the supplement attached as Exhibit A hereto. The supplement to the "Scope of Services" is not intended to replace the original Exhibit A to the Agreement, but instead to augment and increase the scope of work listed in the original Exhibit A to the Agreement. The initial paragraph of the original Exhibit A, "Scope of Services", to the Agreement is amended to read as follows:

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide CIP 22-03: MCCALL BLVD WIDENING PROJECT DESIGN SERVICES CIVIL DESIGN PLANS, SPECIFICATIONS, AND ESTIMATE ("PS&E")) SERVICES in the amount not to exceed **TWO HUNDRED NINETY FOUR THOUSAND FORTY THREE DOLLARS AND THIRTY EIGHT CENTS (\$294,043.38)** as further detailed in the following page(s).

5. All other terms and conditions of the Agreement remain in full force and effect.
6. This Amendment No. 3 may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

(Signatures on Following Page)

CITY OF MENIFEE

CONSULTANT

Armando Villa, City Manager

Min Zhou, CEO

Attest:

Stephanie Roseen, Acting City Clerk

Juan Gutierrez, CFO

Approved as to Form:

Jeffrey T. Melching, City Attorney

[Note: 2 officer's signatures required if
Consultant is a corporation, unless
provided with a certificate of secretary in-
lieu]

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PROFESSIONAL SERVICES AGREEMENT
CIP 22-03: MCCALL BLVD WIDENING PROJECT DESIGN SERVICES
(CIVIL DESIGN PLANS, SPECIFICATIONS, AND ESTIMATE ("PS&E")) SERVICES

EXHIBIT A
SUPPLEMENT TO SCOPE OF SERVICES
[SUPPLEMENT BEGINS ON FOLLOWING PAGE]



333 S. Anita Dr. Suite 800, Orange, CA 92868
T: 714.573.0317

May 3, 2024

Diego Guillen, PE
Senior Engineer, City of Menifee
29844 Haun Rd. Menifee, CA 92586

Subject: Additional Services for Focused Surveys, Environmental Permit Applications for McCall Blvd. Widening Project (CIP 22-03)

Dear Diego:

In response to the comment letter received from the California Department of Fish and Wildlife (CDFW) regarding the Draft Initial Study/Mitigated Negative Declaration (IS/MND) for the Proposed Project, biological resources mitigation measures have to be revised. Per our last meeting on 3/20/24 with ECORP, we are requesting respectfully extra budget to prepare Focused Surveys, Stream Delineation Reports, and Environmental Permitting Assistance per attached scope of work for implementing said mitigation measures. The mitigation measures are part of the Project's Mitigation Monitoring and Reporting Program (MMRP) which is required to reduce environmental impacts to a less than significant level in addition to the Project's conditions of approval.

This proposal includes scope of work, fee, and schedule as attached for your review and approval. The additional requested budget is \$50,557.16, as summarized in Table A below:

Table A	
Task 300 - Environmental Analysis	New Amendment 3 Fee
KOA /Lochner	\$3,083.16
ECORP	\$47,474.00
Total Fee	\$50,557.16

Thank you again for this opportunity; if you have any questions, please contact me at 949-514-1139.

Sincerely,

Sherry Nour

Sherry Nour, M.S., P.E.

 **Lochner**
Senior Associate
C: 949-514-1139



ECORP Consulting, Inc.
ENVIRONMENTAL CONSULTANTS

April 30, 2024
(P21-639.B_rev3)

Sherry Nour, M.S., P.E.
Senior Associate
LOCHNER
Via e-mail to: snour@hwlochner.com

Subject: Proposal to Conduct Mailing, Focused Surveys, and Environmental Permit Applications for the McCall Blvd. Widening Project (RFP No. 2022-7; CIP 22-03), City of Menifee, California

Dear Ms. Nour:

ECORP Consulting, Inc. (ECORP) is pleased to provide this proposal to conduct focused surveys and environmental permit applications for the subject Project. The Scope of Work, Schedule, and Cost Estimate below provide the technical approach and costs proposed by ECORP for these services.

PROJECT UNDERSTANDING

In response to the comment letter received from the California Department of Fish and Wildlife (CDFW) regarding the Draft Initial Study/Mitigated Negative Declaration (IS/MND) for the Proposed Project, biological resources mitigation measures have been revised. Per a call with the City and Lochner on March 20, 2024, this proposal includes a scope of work for implementing said mitigation measures. The mitigation measures are part of the Project's Mitigation Monitoring and Reporting Program (MMRP) which is required to reduce environmental impacts to a less than significant level in addition to the Project's conditions of approval.

SCOPE OF WORK

Task 1 – Focused Surveys

Task 1A - Burrowing Owl Surveys and Report (COA-BIO-1; CDFW Comment #3)

An ECORP biologist will conduct burrowing owl (BUOW) surveys according to the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP) Burrowing Owl Survey Instructions. A total of 59 hours of labor has been assumed for this task.

TASK 1B - Narrow Endemic Plants & Rare Plant Surveys and Report (MM-BIO-3; CDFW Comment #6)

An ECORP biologist will conduct a survey in suitable habitat for narrow endemic plants identified in the MSHCP, as well as survey for other rare plants that could occur in the

area. ECORP anticipates two separate survey events (April/May) to adequately survey the proposed project area. A total of 54 hours of labor has been assumed for this task.




TASK 1C - Pre-Construction Surveys - Avian, Woodrat Middens, and Jackrabbit (MM-BIO-1, MM-BIO-2, COA-BIO-3; CDFW Comments #4 and #5)

An ECORP biologist will conduct a pre-activity survey within seven days prior to commencement of construction to survey for coastal California gnatcatcher (CAGN), woodrat middens, and black-tailed jackrabbit. The entire project site and a 500-foot buffer will be surveyed to determine presence or absence of CAGN (and signs of nesting/breeding behavior). In addition, other nesting birds will be noted. The 500-foot buffer will be surveyed to the extent possible on-foot, however if access is not allowed then those areas will be surveyed with binoculars to the extent possible.

Areas of the Project site that are mapped as coastal sage scrub will be surveyed to determine presence or absence of woodrat middens or black-tailed jackrabbit. If woodrats or jackrabbit are observed or if signs of these two species is present (e.g., middens or dens) then ECORP will submit a change order request to provide monitoring services during deconstruction of middens, or collapse of jackrabbit dens following exclusion of rabbits.

A second pre-construction survey specifically for nesting birds will occur within three days of commencement of construction to locate any active bird nests. If an active nest is discovered then an appropriate buffer will be established and a qualified biologist will determine if follow-up monitoring of the nest is necessary to verify if disturbance due to construction is occurring. Active nest monitoring is not included in this proposal however if this service is needed ECORP will submit a change order request based on the monitoring need.

Task 1 Deliverables:



-  Electronic submittal of draft survey reports for BUOW and narrow endemic/rare plants to the City within four weeks of completing field work.
-  Electronic submittal of final survey reports (BUOW/plants) within 2 weeks of receiving comments from the City.
-  Electronic submittal of pre-construction survey memo (via email) within one day of each survey.

Task 2 – Stream Delineation and Report (MM-BIO-4; CDFW Comment #2)

ECORP will conduct a stream delineation to address comments from the California Department of Fish and Wildlife (CDFW) regarding the draft Mitigated Negative Declaration document. The feature in question is a culvert pipe that runs northward under the existing McCall Boulevard. The culvert daylights at the toe of a slope where a ditch then conveys runoff generated during inclement weather. The ditch may be considered jurisdictional by CDFW, and potentially the local Water Board. ECORP does not anticipate that the U.S. Army Corps of Engineers (USACE) would assert jurisdiction

of this feature. Data collected during the stream delineation will include location of bed, bank and channel, linear feet/acreage of feature in area overlapping with proposed construction, vegetation mapping, and a determination of impacts. The report will provide a discussion of impacts and may affect streams immediately outside of the project site. In addition, a hydrological evaluation of the 100-year storm event will be provided to analyze how water and sediment is expected to be conveyed through the proposed Project site. A total of 62 hours of labor has been assumed for this task.

Task 2 Deliverables:




-  Electronic submittal of draft reports within four weeks after completion of field work.
-  Electronic submittal of final survey reports within 2 weeks of receiving comments from the City.

Task 3 – Environmental Permitting Assistance (MM-BIO-4; CDFW Comment #2)

ECORP will use information provided in survey reports, environmental documents, and the stream delineation report to initiate the permit process in order to determine if permits are necessary. A notification of a lake and streambed alteration will be prepared and sent to CDFW. A pre-submittal meeting will be scheduled with the local Water Board to discuss the project and need for a Clean Water Act Section 401 Water Quality Certification. Additional hours have been included in the budget for follow-up coordination with the City, CDFW, and the Water Board during the permitting process. There is a chance that one or more regulatory agency may not require a permit. ECORP has also included budget for one coordination meeting with the Riverside Conservation Authority.

Once the Notice of Determination for the CEQA document has been filed, the anticipated timeline for completing the permitting assistance task is four to six months. A total of 100 hours of labor has been assumed for this task.

Task 3 Deliverables:

-  Draft notification and permit application package for City review.
-  Draft pre-application meeting presentation for the Water Board for City review.
-  Permit application submittal package, as required.

Task 4 – Mailing for Final IS/MND

ECORP will update the mailing list/labels for the Project, print the notice for the Planning Commission hearing, and send the notice to the mailing list as part of the Final IS/MND. This task includes the cost for postage.

Task 4 Deliverables:

 Revised mailing list/labels

 Mailing

SCHEDULE

ECORP anticipates all field work and reporting will occur during spring 2024. In addition, ECORP expects to assist with permitting immediately after completion of reports. The permitting process could require up to six months, however ECORP will strive to complete that step in a shorter time.




COST ESTIMATE

This scope of work will be performed on a time-and-materials basis. A cost breakdown is provided in Table 1. Detailed costs with rates and hours are attached.

Table 1: Cost Breakdown

Tasks	Cost (\$)
Task 1 - Focused Surveys	
Task 1A - Burrowing Owl Surveys and Report	\$8,870
Task 1B - Narrow Endemic Plant and Rare Plant Surveys and Report	\$8,705
Task 1C - Pre-Construction Surveys - Avian, Woodrat Middens, and Jackrabbit	\$3,940
Total Task 1	\$21,515
Task 2 - Stream Delineation and Report	
Total Task 2	\$9,080
Task 3 - Environmental Permitting Assistance	
Total Task 3	\$15,910
Task 4 - Mailing for Final IS/MND	
Total Task 4	\$969
TOTAL	\$47,474

Bidding Assumptions

-  ECORP Consulting, Inc., assumes that, by receipt of notice to proceed, full access to the property will be provided by the Client/City.
-  ECORP Consulting, Inc., shall not be held responsible for work delays or cancellations caused by strikes, accidents, acts of God, delays imposed by the Client/City, or other delays beyond the control of ECORP Consulting, Inc.
-  Schedule estimates are based on our best judgment of the requirements known at the time of the proposal and can be influenced favorably or adversely by the Client needs and other circumstances, including agency or other delays due to the COVID-19 pandemic.

Ms. Sherry Nour

April 30, 2024

Page 5 of 6

- It is assumed that ECORP Consulting, Inc., can use and rely on the data and information contained in the project related documents provided by the Client/City. ECORP Consulting, Inc., will not perform a technical review of these documents, and will not be responsible for the content or accuracy of these studies.
- ECORP has assumed one round of comments/revisions for each deliverable. We have also assumed that the project description will not change. Changes to the project description may affect cost and schedule.
- Additional hard or electronic copies can be provided on a time-and-materials basis.
- Change orders will be issued and signed by the Client and ECORP Consulting, Inc., before starting additional work not provided for in the original proposal. If the Client's authorized representative is not available for a signature, the additional out-of-scope work will not commence until the change order is signed.
- This cost is valid for a period of 90 days from the date of this the proposal. Beyond 90 days, ECORP Consulting, Inc., reserves the right to reevaluate the cost.
- Expert Witness Testimony, including Depositions, is billed on a time-and-materials basis at time and a half.
- Attendance at meetings not listed in the scope of work are not included in the costs.

Thank you for the opportunity to submit this proposal. If you have any questions regarding this proposal, please contact me at (909) 307-0046 or folmos@ecorpconsulting.com.

Sincerely,

ECORP Consulting, Inc.



Jesus "Freddie" Olmos
Principal Environmental Planner
Southern California Regional CEQA/NEPA Group Manager

Attachment: detailed cost table

Tasks	Total Hours	Project Manager	Sr. Biologist (Lead)	Regulatory Specialist	Botanist	Staff Biologist	Associate Biologist	GIS Tech.	Tech. Editor	Publications	Admin Asst.	Asst. Env. Planner	Cost (\$)
Rates		\$225	\$175	\$175	\$155	\$135	\$125	\$125	\$165	\$125	\$105	\$85	
Task 1 - Focused Surveys													
Task 1A - Burrowing Owl Surveys and Report	59	0.5	5	--	--	48	--	3	1	1	0.5	0.5	\$8,870
Task 1B - Narrow Endemic Plant and Rare Plant Surveys and Report	54	0.5	6	--	40	--	--	3	2	2	0.5	0.5	\$8,705
Task 1C - Pre-Construction Surveys - Avian, Woodrat Middens, and Jackrabbit	27	--	--	--	--	22	--	5	--	--	--	--	\$3,940
Total Task 1	140	1	11	--	40	70	--	11	3	3	1	1	\$21,515
Task 2 - Stream Delineation and Report													
Total Task 2	63	1	1.5	16	--	--	32	7	2	2	0.5	0.5	\$9,080
Task 3 - Environmental Permitting Assistance													
Total Task 3	100	5	9	40	--	--	40	6	--	--	--	--	\$15,910
Task 4 - Mailing for Final IS/MND													
Staff time for production/mailling	6	--	--	--	--	--	--	--	--	--	--	6	\$510
ODCs: Postage/Production	--	--	--	--	--	--	--	--	--	--	--	--	\$459
Total Task 4	6	--	--	--	--	--	--	--	--	--	--	6	\$969
TOTAL	309												\$47,474