

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
CIP 13-03 HOLLAND ROAD OVERPASS PROJECT
(CONSTRUCTION MANAGEMENT SERVICES)**

This is Amendment No. ("Amendment 1") to that certain Professional Services Agreement ("Agreement") made on November 3, 2021 between the City of Menifee ("City") and **SOUTHSTAR ENGINEERING & CONSULTING, INC.** ("Consultant") for **CIP 13-03 HOLLAND ROAD OVERPASS PROJECT (CONSTRUCTION MANAGEMENT SERVICES)** this Amendment No. 1 is made and entered into on November 15, 2023 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. 6 shall have the meanings ascribed to them in the Agreement.

Section 1.1, "Term of Services" is amended to read as follows:

- 1.1 Term of Services.** The term of this Agreement shall begin on the **November 3, 2021** and shall end on **December 31, 2024** unless the term of the Agreement is otherwise terminated or extended as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
2. **SECTION 2**, "Compensation" is amended to increase the maximum compensation by **One Million One Hundred Fifty Two Thousand Four Hundred Five Dollars and Thirty One Cents (\$1,152,405.31)**, and is amended to read as follows:

SECTION 2. COMPENSATION.

City hereby agrees to pay Consultant a sum not to exceed **Four Million Four Hundred Thousand Six Hundred Forty Two Dollars and Seventy Four Cents (\$4,400,642.74)** 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.

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 3. 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:

SCOPE OF SERVICES

Consultant shall provide CIP 13-03 HOLLAD ROAD OVERPASS PROJECT (CONSTRUCTION MANAGEMENT SERVICES), in the amount not to exceed **Four Million Four Hundred Thousand Six Hundred Forty Two Dollars and Seventy Four Cents (\$4,400,642.74)** as further detailed in the following page(s).

4. All other terms and conditions of the Agreement remain in full force and effect.
5. This Amendment No. 1 may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

CITY OF MENIFEE

SOUTHSTAR ENGINEERING &
CONSULTING, INC.

Rebekah Kramer, Acting City Manager
Rebekah Kramer, Acting City Manager

Amr Abuelhassan
Amr Abuelhassan, Executive Vice
President/CFO

Attest:

Yvette Kirrin
Yvette Kirrin, President

Sarah Manwaring
Sarah Manwaring, City Clerk

Approved as to Form:

Jeffrey T. Melching, City Attorney
Jeffrey T. Melching, City Attorney

EXHIBIT A
SUPPLEMENT TO SCOPE OF SERVICES
[Attached on the following pages]



1945 Chicago Ave, Unit 'C-2' Riverside CA 92507 T 951.342.3120 F 951.342.3148

October 13, 2023

Mr. Carlos Geronimo, PE
City of Menifee Engineering Manager

SUBJECT: I-215/Holland Road OC - Construction Contract Administration
Budget Amendment Request No. 1

Dear Mr. Geronimo,

The purpose of this letter is to document justification for an amendment to the construction contract budget for the I-215 / Holland overcrossing project (Project).

As the City is aware, the Project has encountered multiple delays for various reasons including, but not limited to: Caltrans permitting issues, environmental clearances, utilities relocations delays, unforeseen underground utilities conflicts, added scope for new utilities construction, and numerous supply chain issues. In September 2023, when Southstar and the City entered into discussions regarding budget augmentation, we collectively estimated that the Project will be substantially complete by July 2024. This is three months past the original completion date of April 2024. Moreover, the initial cost estimate for construction management (CM) services assumed a construction duration of twelve (12) months. This duration was increased after the original CM contract was executed, during the final stages of design, to fifteen (15) months.

With this justification in mind Southstar is hereby requesting additional budget to adequately cover CM services for six additional months. Southstar has already drastically cut staff allocation to the Project for the remaining duration, but fully anticipate continued delivery of high quality of services to the City.

At this time, Southstar is requesting a budget augmentation totaling \$1,152,405.31 (please refer to the attached breakdown, which illustrates the various added budgets to each of the CM budget cost components).

Please note that even with the requested increase, the support-to-capital (S/C) ratio (amended budget) is less than 16% of the construction capital cost. For projects of this size, the S/C is typically around 18-20%. The Southstar team is confident that with the revised budget, we will continue to cover all Project-related inspection and documentation requirements, thereby protecting the City's interests by safely delivering a high quality project to the City and Caltrans.

If you have any questions concerning the items described above, please do not hesitate to contact me or the resident engineer, Amr Abuelhassan.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Bennecke", is written over a horizontal line.

Jason Bennecke, PE, MBA, PMP
Project Director / Executive Vice President

EXHIBIT A
SUPPLEMENT TO SCOPE OF SERVICES
 [Attached on the following pages]

| Invoice No. | Period | Southstar | TY Lin | ICF | ZTC | DEA | Connect | RMA | ODCs | Total Invoice |
|--|--------|------------------------|----------------------|-----------------------|----------------------|----------------------|---------------------|----------------------|-----------------------|------------------------|
| 1 | Dec-21 | \$ 5,245.50 | | | | | | | | \$ 5,245.50 |
| 2 | Jan-22 | \$ 6,187.00 | | | | | | | | \$ 6,187.00 |
| 3 | Feb-22 | \$ 11,029.00 | | | | | | | | \$ 11,029.00 |
| 4 | Mar-22 | \$ 19,368.00 | | | | | | | | \$ 19,368.00 |
| 5 | Apr-22 | \$ 12,643.00 | | | | | | | | \$ 12,643.00 |
| 6 | May-22 | \$ 5,111.00 | | | | | | | | \$ 5,111.00 |
| 7 | Jun-22 | \$ 9,684.00 | | | | | | | | \$ 9,684.00 |
| 8 | Jul-22 | \$ 3,497.00 | | | | | | | | \$ 3,497.00 |
| 9 | Aug-22 | \$ 5,360.00 | | | | | | | | \$ 5,360.00 |
| 10 | Sep-22 | \$ 12,643.00 | | | | | | | | \$ 12,643.00 |
| 11 | Oct-22 | \$ 25,730.00 | | \$ 11,921.91 | | \$ 2,740.63 | | | \$ 218.50 | \$ 40,611.04 |
| 12 | Nov-22 | \$ 72,271.00 | | | | | | | \$ 821.78 | \$ 73,092.78 |
| 13 | Dec-22 | \$ 93,024.00 | | | \$ 4,997.24 | \$ 6,312.88 | | | \$ 8,386.08 | \$ 112,720.20 |
| 14 | Jan-23 | \$ 123,345.00 | | | | \$ 5,758.86 | | | \$ 1,131.33 | \$ 130,235.19 |
| 15 | Feb-23 | \$ 127,315.00 | | | | | | | | \$ 127,315.00 |
| 16 | Mar-23 | \$ 157,800.25 | \$ 101,325.00 | \$ 27,720.95 | | \$ 1,589.00 | | \$ 14,617.50 | \$ 98.03 | \$ 303,150.73 |
| 17 | Apr-23 | \$ 131,027.75 | \$ 30,903.00 | | | | | | \$ 243.00 | \$ 162,173.75 |
| 18 | May-23 | \$ 159,337.50 | | \$ 54,749.94 | \$ 1,716.43 | \$ 14,210.53 | | \$ 36,198.75 | | \$ 266,213.15 |
| 19 | Jun-23 | \$ 186,447.50 | | | | | | \$ 23,752.50 | | \$ 210,200.00 |
| 20 | Jul-23 | \$ 168,159.75 | \$ 187,347.75 | | \$ 28,448.79 | \$ 8,217.95 | \$ 6,899.66 | \$ 29,409.00 | | \$ 428,483.10 |
| 21 | Aug-23 | \$ 167,288.00 | \$ 153,000.75 | \$ 35,107.93 | \$ 27,874.32 | \$ 2,158.95 | | \$ 80,875.35 | \$ 11,401.00 | \$ 477,504.30 |
| 22 | Sep-23 | | | | | | | | | |
| 23 | Oct-23 | | | | | | | | | |
| 24 | Nov-23 | | | | | | | | | |
| 25 | Dec-23 | | | | | | | | | |
| Running Totals | | \$ 1,502,531.25 | \$ 472,576.50 | \$ 129,500.73 | \$ 63,036.78 | \$ 40,988.80 | \$ 6,899.86 | \$ 155,244.10 | \$ 51,708.72 | \$ 2,422,486.74 |
| Budget for Each | | \$ 1,912,408.40 | \$ 649,650.00 | \$ 84,710.20 | \$ 116,579.00 | \$ 37,644.00 | \$ 31,589.83 | \$ 257,500.00 | \$ - | \$ 3,090,081.43 |
| Remaining Budget to Date | | \$ 409,877.15 | \$ 177,073.50 | \$ (44,790.53) | \$ 53,542.22 | \$ (3,344.80) | \$ 24,689.97 | \$ 102,255.90 | \$ (51,708.72) | \$ 667,594.69 |
| Estimated Budget to Completion | | \$ 1,100,000.00 | \$ 400,000.00 | \$ 65,000.00 | | \$ 20,000.00 | | \$ 205,000.00 | \$ 30,000.00 | \$ 1,820,000.00 |
| Estimated Budget Augment Required | | \$ 690,122.85 | \$ 222,926.50 | \$ 65,000.00 | | \$ 20,000.00 | | \$ 102,744.10 | \$ 30,000.00 | \$ 1,152,405.31 |

Issues

- 1- Accounted for only 12 months construction not 15 months as bid
- 2- No budget for the Utilities Contract
- 3- Unforeseen Utility Delays
- 4- Unforeseen Caltrans Permit Delays
- 5- No Budget for ODCs for Gamma Gamma and ACP inspection

| | | | | |
|--|-------------------------|------------------|---|-----------------------------------|
| Original CM Budget: | \$ 3,248,237.43 | | | |
| Project Capital Cost (Both Projects) | \$ 28,000,000.00 | | | |
| Original Support/Capital Ratio | 11.60% | Augment % | Burn Rate over additional six months | Original Monthly Burn Rate |
| Requested Budget Augment Construction Phase | \$ 1,152,405.31 | 35% | \$ 192,067.55 | \$242,000 |
| Total Support after Amendment | \$ 4,400,642.74 | | | |
| Total Support/Capital Cost | 15.72% | | | |