

**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
CIP 20-13: PALOMA WASH PEDESTRIAN BRIDGE PROJECT
(PROFESSIONAL DESIGN SERVICES)**

This is Amendment No. 2 to that certain Professional Services Agreement (“Agreement”) made on June 1, 2022, between the City of Menifee (“City”) and **ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA** (“Consultant”) for **CIP 20-13 PALOMA WASH PEDESTRIAN BRIDGE PROJECT (PROFESSIONAL DESIGN SERVICES)**, as amended by that certain Amendment No. 1 to the Agreement entered into on December 6, 2023 (“Amendment No. 1”) (“Amendment No. 1”) which this Amendment No. 2 is made and entered into on June 20, 2024 to extend the term as indicated below:

1. Capitalized terms used but not defined in this Amendment No. 2 shall have the meanings ascribed to them in the Agreement.
2. **SECTION 2**, “Compensation” is amended to increase the maximum compensation by **Nine Thousand Eight Hundred Eighty Five Dollars and Zero Cents (\$9,885.00)**, and is amended to read as follows:

SECTION 2. COMPENSATION.

City hereby agrees to pay Consultant a sum not to exceed **Two Hundred Forty Five Thousand Eight Hundred Twenty Five Dollars and Zero Cents (\$245,825.00)** 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.

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 20-13 PALOMA WASH PEDESTRIAN BRIDGE PROJECT (PROFESSIONAL DESIGN SERVICES)**, in the amount not to exceed **Two Hundred Forty-Five Thousand Eight Hundred Twenty-Five Dollars and Zero Cents (\$245,825.00)** 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. 2 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

ENGINEERING RESOURCES OF
SOUTHERN CALIFORNIA

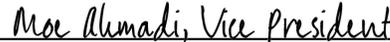


Armando G. Villa, City Manager



John M. Burdin, President

Attest:



Moe Alimadi, Vice President



Stephanie Roseen, Acting City Clerk

Approved as to Form:



Jeffrey T. Melching, City Attorney

EXHIBIT A SCOPE OF SERVICES



REDLANDS | TEMECULA | PALM DESERT

May 21, 2024

City of Menifee.
Attn: Michael To, Project Manager
29844 Haun Road
Menifee, CA 92586

Re: Paloma Wash Pedestrian Bridge – Additional Environmental Services

Dear Mr. To;

This letter is being sent following a request by the City for additional Environmental Services for the Subject Project.

Task C – Environmental Efforts

Task 3.1 Environmental Documentation & Approval –

ERSC's original proposal had included Burrowing Owl Surveys with Report, Burrowing Owl Habitat Loss Mitigation and Relocation Program, MSHCP Consistency Analysis and Report and finally RCTC required forms. Prior to award of the contract, the City requested removal of the task from ERSC's proposal involving the BUOW Mitigation and Relocation Program which would be prepared during the Construction Phase. The City recently filed an NOD but realized there are mitigation measures required under the Cultural Resources and Biological Resources sections of the Town Center Specific Plan Final Environmental Impact Report. The City has requested ERSC to obtain an updated proposal from WSP (environmental subconsultant) to provide these additional mitigation measures. WSP has submitted a proposal to provide these services. Their services include:

- **Project Meetings** to include past and future meetings at no more than one-hour in length.
- **Biological Monitoring During Construction (3 days)**. Provide biological monitoring during construction and installation of the bridge. If additional days are needed, an additional change order will be required.
- **Cultural Monitoring During Construction (3 days)**. Provide archaeological and paleontological monitoring during construction and installation of the bridge. This work effort will take not more than 3 days to complete. If additional days are needed, an additional change order will be required. This task does not include efforts related to inadvertent discoveries. If inadvertent cultural resources are identified during monitoring, additional cost and fees may be required.

Total Cost = \$9,885.00

1861 W. Redlands Blvd., Redlands, CA 92373
T: (909) 890-1255 | F: (909) 890-0995 | erscinc.com

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PROFESSIONAL SERVICES AGREEMENT CIP 20-13:
PALOMA WASH PEDESTRIAN BRIDGE PROJECT
(PROFESSIONAL DESIGN SERVICES)

Re: Paloma Wash Pedestrian Bridge – Additional Environmental Services
May 21, 2024

- **Cultural Resources Monitoring Plan (CRMP) (optional task).** If this project doesn't already have an approved CRMP, WSP's archaeologist will prepare a Cultural Resources Monitoring Plan, which will address the treatment of known cultural resources, the designation, responsibilities, and participation of Native American monitors during on-site and off-site grading, excavation, and ground disturbing activities; project grading and development scheduling; terms of compensation; and treatment and final disposition of any cultural resources, sacred sites, and human remains discovered on the site. The plan will be submitted to the City for final review and approval. This task is included as an optional task and will only be implemented at the request of the City.
- **Total Optional Task Cost = \$1,950.00**

Should you have any questions on the above additional services, do not hesitate to contact me at your earliest convenience.

Respectfully,



Lori J. Askew
Principal Engineer