

**AMENDMENT NO. 3 TO
AGREEMENT BETWEEN NV5, INC. AND THE CITY OF MENIFEE
FOR CIP 13-04 (BRADLEY BRIDGE) DESIGN SERVICES**

This is Amendment No. 3 to that certain AGREEMENT for Professional Services Agreement ("Agreement") made on **September 2, 2015** by and between the City of Menifee ("City") and **NV5, Inc.** ("Consultant") for **CIP 13-04 (BRADLEY BRIDGE) DESIGN SERVICES** which Amendment is made and entered into on September 2, **2020** to extend the term, increase the scope of work and compensation amount as indicated below:

1. 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 **September 2, 2015** and shall end on **June 30, 2021** unless the term of the 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 the City's right to terminate the Agreement, as provided for in Section 8.

2. Section 2, "Compensation" is amended to read as follows, increasing the contract amount by: **\$8,500.00 (EIGHT THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS)**

Section 2. City hereby agrees to pay Consultant a sum not to exceed **\$738,011.00 (SEVEN HUNDRED THIRTY EIGHT THOUSAND ELEVEN DOLLARS AND ZERO CENTS)** notwithstanding any contrary indications that may be contained in Consultant's proposal, for 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 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 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.

Section 3. Exhibit A, Scope of Services is supplemented to include **Amendment No. 3 Scope of Work Additional Work**, which supplement is attached as Exhibit A hereto. **"Amendment No. 3 Scope of Work Additional Work (Amendment No. 3)"** 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

3. All other terms and conditions of the Agreement remain in full force and effect.

CITY OF MENIFEE

DocuSigned by:

A96907ED91464C0...
Armando G. Villa, City Manager

Attest:

DocuSigned by:

276D93A0122A4CB...
Sarah A. Manwaring, City Clerk

Approved as to Form:


DocuSigned by:

DABE8888180C4BB...
Jeffrey T. Melching, City Attorney

NV5, INC.

DocuSigned by:

330CAEE3EC50463...
Carmen Kasner, Regional Chief Executive

DocuSigned by:

7FFC5B3A6A614DC...
MaryJo O'Brien, CAO/Secretary



August 14, 2020

Mr. Carlos Geronimo, PE
Principal Engineer
Capital Improvement Projects
City of Menifee
29844 Haun Road
Menifee, California 92586

Subject: Request for Amendment to Prepare a Storm Water Pollution Prevention Plan (SWPPP) for Bradley Road Bridge Improvements Project

Dear Mr. Geronimo:

Attached please find our proposal for the preparation of the SWPPP document for the Bradley Road Bridge Improvements Project, plus additional anticipated meetings from Dudek and NV5. If you are in agreement with this proposal, we respectfully request that you amend our budget by a total of **\$8,500** based on the following:

- | | |
|--------------------------------------|---------|
| • Preparing the SWPPP documentation | \$6,000 |
| • Additional meeting times for Dudek | \$1,395 |
| • Additional meeting times for NV5 | \$1,105 |

If this proposal is acceptable to you, please amend our original contract value of \$729,511 to the new total of **\$738,011**.

NV5 appreciates the opportunity to continue being of service on this project. If you have any questions or require additional information, please do not hesitate to contact me on my direct line at (858) 385-2128 or on my cellular at (858) 705-2430.

Respectfully submitted,
NV5, Inc.

A handwritten signature in blue ink that reads "Jack L. Abcarian".

Jack L. Abcarian, P.E.
Associate

Attachments: SWPPP Proposal

Mr. Carlos Geronimo, Senior Engineer
August 14, 2020
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Storm Water Pollution Prevention Plan (SWPPP)

A Stormwater Pollution Prevention Plan (SWPPP) will be required for this project since the project will likely disturb more than one acre of soil. The SWPPP is required under the State's General Construction Permit for Stormwater Discharges, Order No. 2009-009-DWQ (CGP) that is regulated by the State Water Resources Control Board. The City will be required to obtain coverage under the CGP by filing a Notice of Intent (NOI) online and obtaining a Waste Discharge Identification Number (WDID#) and NV5 can assist with that process.

NV5 will prepare a SWPPP for the project based on the current CGP. The SWPPP will be prepared by a Qualified SWPPP Developer and will follow the California Storm Water Quality Association (CASQA) template as a basis for preparing the SWPPP. The SWPPP text will include information on potential pollutants from the site as well as sampling and monitoring requirements during construction. The SWPPP will include Water Pollution Control Plans (WPCPs) that will document all Best Management Practices (BMPs) to be installed prior to the start of construction. BMPs will typically include fiber rolls, storm drain inlet protection, silt fencing, slope stabilization, etc. The WPCPs will depict only a snapshot of the required BMPs at the start of construction. It will be the Qualified SWPPP Practitioner's (QSP's) responsibility to update the WPCPs as construction progresses in order to maintain compliance. We will use the project grading plans as base maps for preparation of our WPCPs. Our fee includes time to respond to one round of comments from the City. NV5 will transmit all documents in pdf format to the City and can work with the City to upload the necessary documents to the SMARTS website.

Exclusions

The following are not included within our scope of work and fees: fees associated with submitting and renewing the NOI, annual reporting to the Regional Board, inspections and sampling required by the SWPPP's Monitoring Program, preparing the Notice of Termination and accompanying documentation, any changes made necessary by plan checks or changes in site conditions (SWPPP Amendments), and soil monitoring and/or reporting.

Deliverables

Deliverables include one hard copy of the SWPPP document, and all electronic files to be delivered in pdf format via email or ftp site to the City.

Time and Materials Fee: \$6,000



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