



Agreement/contract coversheet

DATE: February 9, 2021

TO: Armando G. Villa, City Manager ^{DS} AGV

CC:

Department	Date	Initials
Jeff B. Wyman, Assistant City Manager	2/11/2021	^{DS} JBW/ACM
Wendy Preece, Deputy Finance Director	2/11/2021	^{DS} WPD
Rochelle Clayton, Deputy City Manager	2/11/2021	^{DS} RC
Jeffrey T. Melching, City Attorney	2/12/2021	^{DS} JTM/CA
Sarah A. Manwaring, City Clerk	2/16/2021	^{DS} SAM/CL

Agreement Routed to City Attorney: 2/8/2021 (Via email, attached)

INSURANCE REQUIREMENTS				
CATEGORY	APPLICABLE	NOT APPLICABLE	WAIVED	EXPIRATION DATE
General Liability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4/1/2021
Automobile Liability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4/1/2021
Worker's Compensation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4/1/2021
Professional Liability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4/1/2021
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
APPROVED/REVIEWED BY RISK MANAGEMENT (R. Cardenas, Risk Manager):		DocuSigned by: <i>Robert Cardenas, Risk Manager</i> 903314BA2A5B4DC...		

FROM: Carlos Geronimo, Principal Engineer ^{DS} CGPE
Run Chen, Senior Engineer ^{DS} RSE
Margarita Cornejo, Financial Services Manager ^{DS} MCFSM

SUBJECT: Amendment No. 1 to Professional Services Agreement between the City of Meniffee and Kimley-Horn & Associates, Inc. for CIP 21-11 Meniffee Road and Garbani Road Traffic Signal (Civil, Design, Plans, Specifications, And Estimate ("PS&E")) Services

IS THE AGREEMENT/CONTRACT WITHIN THE CITY MANAGER'S SIGNATURE AUTHORITY?

- ☒ Yes – ☐ Purchase of Commodities under \$50,000 ☐ Professional Services under \$25,000
☒ Change Order under \$25,000 or equal to or less than 10% of original contract (supplies, equipment, services or construction contracts)
☐ Public Works Contract for \$45,000 or less
☐ No – City Council authorized City Manager to sign (Council action attached)

WHY IS THIS AGREEMENT/CONTRACT NEEDED?

The agreement between the City of Meniffee and Kimley Horn & Associates provides plans, specifications, and estimation services for CIP 21-11 Meniffee Road and Garbani Road Traffic Signal. Kimley-Horn will provide Project Administration and SCE Coordination; Topographic Survey and Boundary Mapping; Utility Research; Plans, Specifications and Estimate (PS&E) Submittal; Final Mylars; Bid Phase Services and Construction Phase Services; and Record Drawings. The intent of

* Please attached a second page for additional information to support this agreement.

this agreement is to support the City with the design, utility coordination, and construction for CIP 21-11 Menifee Road and Garbani Road Traffic Signal.

An agreement for Professional Services for Civil Design Plans, Specifications and Estimate (PS&E) was awarded on 10/7/2020 . Amendment No. 1 to the proposed agreement reflects additional survey work, needed due to the expanded area necessary to accommodate traffic lane merging.

WHAT IS THE TOTAL LENGTH OF THE AGREEMENT/CONTRACT?

The term of the agreement will remain the same.

WHAT IS THE TOTAL DOLLAR AMOUNT OF THE AGREEMENT/CONTRACT?

The total of Amendment No. 1 is for \$8,100 (Not-to-Exceed Amount) representing an increase of 9.77% for a revised agreement total of \$91,030.

HOW WAS THE VENDOR/CONSULTANT/CONTRACTOR DECIDED ON?

Kimley-Horn was awarded a Professional Services Agreement for Civil Design Plans, Specifications and Estimate (PS&E).

Supplies/Equipment/Maintenance/Construction

- ☐ \$5,000 - \$49,000 – Three Written Quotes
☐ Over \$50,000 – Competitive Bidding and Formal Proposals

Public Works Projects

- ☐ Under \$45,000 – Purchase Order, Contract (Prudent Judgement)
☐ \$45,000 - \$174,999 – Informal Bidding Process
☐ Over \$175,000 – Formal Bidding Required

Prior Contract/Experience with the City

- ☒ Yes

Professional Services

- ☒ Under \$25,000 – City Manager
☐ over \$25,000 – City Council Approval

WHERE ARE THE FUNDS COMING FROM?

FY 20/21 Project budget

WHAT GENERAL LEDGER ACCOUNT NUMBER SHOULD BE USED FOR THE PURCHASE ORDER?

526-4555-58109 (Menifee Rd/Garbani Rd Traffic Signal)

IS THERE SUFFICIENT BUDGET? WHAT IS THE AVAILABLE BUDGET?

As of 2/8/2021 Account #526-4555-58109 has a balance of \$207,751 (see attached Eden Report)

ATTACHMENTS	
-	CONTRACT/AMENDMENT
-	CERTIFICATES OF INSURANCE
-	EMAIL TO CITY ATTORNEY FOR REVIEW/APPROVAL
-	EXPENDITURE STATUS REPORT (AVAILABILITY OF FUNDS)

**AMENDMENT NO. 1 TO
AGREEMENT BETWEEN KIMLEY-HORN AND ASSOCIATES, INC.
AND THE CITY OF MENIFEE FOR CIP 21-11: MENIFEE ROAD AND GARBANI ROAD
TRAFFIC SIGNAL (CIVIL DESIGN PLANS, SPECIFICATIONS, AND ESTIMATE ("PS&E"))
SERVICES**

This is Amendment No. 1 to that certain AGREEMENT for Professional Services Agreement ("Agreement") made on **August 19, 2020** and between the City of Menifee ("City") and **Kimley-Horn and Associates, Inc.** ("Consultant") for **CIP 21-11: MENIFEE ROAD AND GARBANI ROAD TRAFFIC SIGNAL (CIVIL DESIGN PLANS, SPECIFICATIONS, AND ESTIMATE ("PS&E")) SERVICES** which Amendment is made and entered into on February 16, **2021** to 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 **December 4, 2019** 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: **\$8,100.00 (EIGHT THOUSAND ONE HUNDRED DOLLARS AND ZERO CENTS)**

Section 2. City hereby agrees to pay Contractor a sum not to exceed **\$91,030.00 (NINETY ONE THOUSAND THIRTY DOLLARS AND ZERO CENTS)** notwithstanding any contrary indications that may be contained in Contractor'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 Contractor 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 Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Contractor shall not bill City for duplicate services performed by more than one person.

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

CITY OF MENIFEE

DocuSigned by:



A96907ED01464C0...

Armando G. Villa, City Manager

Kimley-Horn and Associates, Inc.

DocuSigned by:



39334A45F0634F3...

Dennis Landaal, Senior Vice President

Attest:

DocuSigned by:



34CEFD9E1C7D47E...

Leo Espelet, Assistant Secretary

DocuSigned by:



276D93A0122A4CB...

Sarah A. Manwaring, City Clerk

Approved as to Form:

DocuSigned by:



DABE8686180C4DB...

Jeffrey T. Melching, City Attorney

Amendment No. 1 Scope of Work Additional Work

Exhibit A to Amendment Number 1,
dated February 3, 2021.

Project Understanding

Based on the 30% design layout the survey limits initially proposed do not encompass all the proposed improvements. The supplemental survey will include the areas identified in **Exhibit C**.

Scope of Services

Kimley-Horn will provide the services specifically set forth below up to the corresponding effort identified in **Exhibit B**.

Task 1 – Additional Services

Kimley-Horn prepared the following items:

- Supplemental survey
- Field verification of additional limits

Deliverables

- Survey CAD file

Assumptions

- Utilities within the expanded limits of work will be field verified if visible, unless as-builts are available
- Survey does not include survey of mark-outs

Fee and Billing

Kimley-Horn will perform the additional scope of services outlined above on a time and materials basis of \$8,100.

EXHIBIT B									
<div><div>Kimley»Horn</div><div>Estimate of Cost for Proposed Design Services</div><div>City of Menifee Menifee Road and Garibani Road Traffic Signal Improvements - Amendment 1 February 2021</div></div>									
Task	Rates and Hours					Total Hours	Kimley-Horn Cost	Sub Consultant Cost	Total Cost
	Professional III	Professional I	Analyst I						
Description	\$210.00	\$190.00	\$135.00						
Task 1 - Additional Services (90%, 100% and M.Y./Yrs)	0	2	6			8	\$1,190.00		\$8,052.00
Supplemental Survey		2	6			8	\$1,190.00	\$6,862.00	\$8,052.00
Task 1 Sub-Total	0	2	6			8	\$1,190.00		\$8,052.00
KH Expenses									
Total (Rounded to the nearest \$1)									\$8,100.00

City of Menifee
Finance

APR 13 2020

Received

Client#: 25320

KIMLHORN

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022		CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): 866-550-4082 E-MAIL ADDRESS: jerry.noyola@greyling.com	
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601		INSURER(S) AFFORDING COVERAGE	
		INSURER A: National Union Fire Ins. Co.	
		INSURER B: Aspen American Insurance Company	
		INSURER C: New Hampshire Ins. Co.	
		INSURER D: Lloyds of London	
		INSURER E:	

COVERAGES

CERTIFICATE NUMBER: 20-21

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

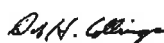
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			5268169	04/01/2020	04/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			4489663	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			CX005FT20	04/01/2020	04/01/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	015893685 (AOS) 015893686 (CA)	04/01/2020	04/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab			B0146LDUSA2004949	04/01/2020	04/01/2021	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Professional Services Rendered to the City of Menifee. The City of Menifee, its officers, employees, agents & authorized volunteers are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. The above referenced liability policies with the exception of professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation is applicable where required by (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Menifee 29714 Haun Road Menifee, CA 92586-0000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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POLICY NUMBER: 5268169

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than

that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



POLICY NUMBER: 5268169

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that

which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



From: [Margarita Cornejo](#)
To: [Paula Muratore](#)
Subject: FW: Agreement Review Request: Professional Services Agreement Amendment No. 1 with Kimley-Horn for CIP 21-11
Date: Monday, February 8, 2021 4:09:45 PM
Attachments: [2021 PW-ENG PROFESSIONAL SERVICES AGREEMENT- KIMLEY-HORN \(CIP 21-11 \(DESIGN\)\) Amendment #1.docx](#)

From: Margarita Cornejo
Sent: Monday, February 8, 2021 4:09 PM
To: Jeffery T. Melching <jmelching@rutan.com>
Subject: Agreement Review Request: Professional Services Agreement Amendment No. 1 with Kimley-Horn for CIP 21-11

Good Afternoon Jeff,

Attached for your review is the proposed Amendment No. 1 to the existing agreement with Kimley-Horn & Associates, Inc. and for CIP 21-11 Meniffee Road and Garbani Road Traffic Signal (Civil, Design, Plans, Specifications, And Estimate (“PS&E”)) Services.

This amendment request is from the City’s Public Works/Engineering Department.

Can you please review and advise if this is ok to start routing for signatures or will require any changes?

Thank you again!

Margarita Cornejo | Financial Services Manager

Finance Department

City of Meniffee | 29844 Haun Road | Meniffee, CA 92586 (*Please note our new location!)

Direct: (951) 723-3716 | City Hall: (951) 672-6777 | Fax: (951) 679-2568

mcornejo@cityofmeniffee.us



Connect with us on social media:  |  |  | 

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expstat.rpt
02/08/2021 5:30PM
Periods: 0 through 14

Expenditure Status Report

Page: 1

City of Menifee
7/1/2020 through 6/30/2021

526 DIF Citywide - Circulation

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
526-4555 Capital Projects						
526-4555-58109 Menifee Rd/Garbani Rd Traffic Signal	300,000.00	24,813.00	24,813.00	67,436.00	207,751.00	30.75
Total DIF Citywide - Circulation	300,000.00	24,813.00	24,813.00	67,436.00	207,751.00	30.75
Grand Total	300,000.00	24,813.00	24,813.00	67,436.00	207,751.00	30.75