

**AMENDMENT NO. CIP 22-08 TO
PROFESSIONAL SERVICES AGREEMENT
PROFESSIONAL SERVICES FOR CIP 22-08 NORMANDY ROAD IMPROVEMENTS**

This is Amendment No. CIP 22-08 ("Amendment No. CIP 22-08") to that certain Professional Services Agreement ("Agreement") made on _____ between the City of Menifee ("City") and **Kimley-Horn and Associates, Inc.** ("Consultant") for **PROFESSIONAL SERVICES FOR CIP 22-08 NORMANDY ROAD IMPROVEMENTS** which this Amendment No. CIP 22-08 is made and entered into on _____, **2022** to increase the scope of work and compensation amount as indicated below:

1. Capitalized terms used but not defined in this Amendment No. CIP 22-08 shall have the meanings ascribed to them in the Agreement.
2. **SECTION 2**, "Compensation" is amended to increase the maximum compensation by **\$32,600.00 (THIRTY TWO THOUSAND SIX HUNDRED AND ZERO CENTS)**, and is amended to read as follows:

SECTION 2. COMPENSATION.

City hereby agrees to pay Consultant a sum not to exceed **\$56,300.00 (FIFTY SIX THOUSAND THREE HUNDRED DOLLARS AND ZERO CENTS)** 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:

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide N/A in the amount not to exceed **\$32,600.00 (THIRTY TWO THOUSAND SIX HUNDRED AND ZERO CENTS)** 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. CIP 22-08 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

Kimley-Horn and Associates, Inc.

Armando G. Villa, City Manager

Dennis Landaal, Senior Vice President, PE
#50270

Attest:

Leo Espelet, Assistant Secretary, PE
#71532

Stephanie Roseen, Acting City Clerk

Approved as to Form:

Jeffrey T. Melching, City Attorney

EXHIBIT A
SUPPLEMENT TO SCOPE OF SERVICES (AMENDMENT NO. 1)



October 12, 2022

Mr. Diego Guillen, PE, Associate Engineer
Capital Improvement Projects
City of Menifee
29844 Haun Road
Menifee, CA 92586

RE: Amendment for the Normandy Road Improvements Project CIP 22-08 - Preparation of an Initial Study/Mitigated Negative Declaration

Dear Mr. Guillen:

Please find attached our amendment for the Normandy Road Improvements Project CIP 22-08 (Project) to prepare an anticipated Initial Study (IS) Checklist/Mitigated Negative Declaration (MND) (IS/MND).

Our scope, schedule, and fee is based on our understanding of the Project and City of Menifee (City) review process and our current understanding of the Project and its complexity.

The City is proposing to construct a 10-foot wide pedestrian trail along the north (westbound) side of Normandy Road, from east of La Ladera Road to west of Berea Road, connecting existing pedestrian facilities. The trail would be separated from roadway traffic via 24-inch tall flexible delineator posts.

Noteworthy, is the Project's crossing at Salt Creek, where flows are currently directed beneath Normandy Road via six existing storm drain culverts. These culverts would be extended north beneath the proposed pedestrian trail. The culverts would cease at concrete headwalls and rip-rap set in place up to the existing right-of-way line. Rip-rap shall be either quarry stone or broken concrete (cobble are not acceptable). All proposed improvements would take place within existing right-of-way.

The following scope of work assumes that an IS/MND will be prepared to satisfy CEQA requirements. If any of the technical studies determine that the Project would result in significant and unavoidable impacts, Kimley-Horn would prepare an Environmental Impact Report (EIR) scope of work at that time.

SCOPE OF WORK

Task 1. Prepare Project Description

The Kimley-Horn environmental team will use information obtained during Project mobilization and work closely with City staff to prepare a draft Project Description for the California Environmental Quality Act (CEQA) document. The Project Description will be prepared to the

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951 543 9868

level of detail required by the City for the entitlement approvals being sought. The draft Project Description will be sent to the City for review and will be used as the basis for the IS/MND.

Task 2. Prepare Administrative Draft IS/MND

Once the Project Description has been approved by the City, it will be integrated into the CEQA IS. A draft MND, if appropriate, will be prepared in accordance with the recently adopted *CEQA Guidelines for the Implementation of the California Environmental Quality Act of 1970*, as amended, as well as the City CEQA guidelines. The technical studies and project submittals/plans supplied by the City will be utilized in the preparation of the IS/MND and are assumed to be approved for use in the CEQA document. Additionally, Kimley-Horn will utilize the City of Menifee Initial Study format.

Environmental resources anticipated to be addressed in the preliminary draft IS/MND include:

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems
- Wildfire

Kimley-Horn will prepare a Preliminary Draft IS/MND for City review and comment. This scope of work assumes that the City of Menifee will provide all exhibits for the IS/MND. Kimley Horn will incorporate one consolidated set of City comments and prepare a final “check copy” of the Draft IS/MND for City approval for publication.

Task 3. Distribute Draft IS/MND

Upon approval by the City, Kimley-Horn will assist the City with filing the *Notice of Intent (NOI) to Adopt a Mitigated Negative Declaration* with the County Clerk and State Clearinghouse in accordance with CEQA. This task assumes that, following receipt of the initial MND comments, no further substantive comments or corrections are required to be incorporated into the MND. Kimley-Horn will prepare a Draft IS/MND for the City to distribute in both MS Word and PDF. It is assumed that the City will prepare the Notice of Intent (NOI) and all associated meeting notices.

It is assumed that the City is responsible for all noticing, posting, printing, and publishing of the NOI and/or IS/MND.

Task 4. Prepare Final IS/MND

On behalf of the City, the Kimley-Horn environmental team will prepare responses to written comments received during the public review period of the Draft IS/MND. This scope assumes eight (8) hours to respond to written comments. Draft responses will be submitted to the City for review and approval. Responses will be incorporated into the Final IS/MND, which will be compiled to reflect any changes to the document that may have resulted from comments. The Final IS/MND will be submitted to the City for review and consideration by the Planning Commission for adoption of the MND and Project approval. Kimley-Horn assumes that the Final IS/MND will consist of the Draft IS/MND along with a Comments and Responses supplement.

Kimley-Horn will prepare a Mitigation Monitoring and Reporting Plan (MMRP) to be adopted by the City should the Project be approved. If the Planning Commission adopts the MND and approves the Project, Kimley-Horn assumes the City will prepare a Notice of Determination (NOD) for submittal to the County Clerk. This scope of work assumes the City will pay all posting fees associated with the NOD and will conduct all noticing associated with the Final MND.

Task 5. Project Management/Meetings

The Kimley-Horn team will be led by Ms. Meghan Karadimos will act as a Project Manager for the duration of the Project. Meghan has 14 years of CEQA/NEPA experience working with various cities in the Inland Empire, including projects in the City of Menifee. This task includes attendance at up to one (1) hearing/public meeting for the Project.

Task 6. Pre-Construction Burrowing Owl and Nesting Bird Clearance Survey

A 30-day pre-construction burrowing owl and nesting bird clearance survey will be conducted prior to any ground disturbing activities to avoid direct take of burrowing owls, in accordance Objectives 6 & 7 of the Species Account for the Burrowing Owl included in the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). The biologist will walk transects in suitable habitat on and within 150 meters (500 feet) of the project impact zone, where applicable. Walking transects will be spaced approximately 20 meters (65 feet) apart or less to ensure 100 percent visual coverage of all areas. Suitable burrows/sites or nests, including rock piles and non-natural substrates, will be thoroughly examined for signs of presence and all burrows encountered will be examined for shape, scat, pellets, feathers, tracks, and prey remains. All trees, shrubs, and ground dwellings will be searched for the possible presence of avian nests. The locations of remnant/occupied burrows and nests, or sign will be documented using a handheld GPS unit.

Immediately following the completion of the pre-construction burrowing owl and nesting bird clearance survey, ELMT will provide an email documenting the results of the survey. A letter

report will then be prepared within three (3) working days that includes a summary of the methods, conditions, and results of the survey. An exhibit depicting the Project site and survey area will be included in the report that will depict the location of any occupied or remnant burrow/nest, if found.

If the results of the survey indicate that no burrowing owls are present on-site, then the Project may move forward with grading, upon Planning Department approval. However, if the biologist finds an occupied burrowing owl burrow or active avian nest during the clearance survey, the location will be recorded with a handheld GPS device and a no-disturbance buffer will be established around the active nest until the young have fledged, and there is no evidence of a second attempt at nesting during the same year. The size of the no-disturbance buffer will be determined by the biologist, and will depend on the level of noise and/or surrounding disturbances, line of sight between the nest and the construction activity, ambient noise, and topographical barriers. These factors will be evaluated on a case-by-case basis when developing buffer distances. Limits of construction to avoid an active nest will be established in the field with flagging, fencing, or other appropriate barriers; and construction personnel will be instructed on the sensitivity of nest areas. If burrowing owls are observed onsite and the active burrows cannot be avoided, a relocation plan will need to be written, approved by CDFW and the Western Riverside County Regional Conservation Authority (RCA), and implemented prior to development. This scope of work does not cover the costs associated with setting up a no-disturbance buffer, biological monitoring, or preparing a burrowing owl relocation plan. If needed, a separate scope will be provided.

Schedule

Kimley-Horn will complete this scope of work on a mutually agreed upon schedule. Following an initial kickoff meeting with the City, Kimley-Horn will prepare a CEQA review schedule to guide the Project through the City's CEQA review process.

Fee Estimate

Kimley-Horn will perform the Services in Tasks 1 through 6 on a labor fee plus expense basis. Labor fee will be billed on an hourly basis according to our then-current hourly rates. Direct reimbursable expenses such as express delivery services, fees, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee (4.6 percent) will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, Project related computer time, and local mileage. Administrative time related to the Project will be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such Project fees on the Client's behalf, a separate invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Task 1: Project Description (T&M)	\$1,700
Task 2: Admin Draft IS/MND (T&M)	\$16,700
Task 3: Draft IS/MND (T&M)	\$3,000
Task 4: Final IS/MND <i>(includes MMRP)</i> (T&M)	\$4,100
Task 5: Project Management/Meetings (T&M)	\$5,000
Task 6: Pre-Construction Burrowing Owl and Nesting Bird Clearance Survey (T&M)	\$2,100
Total Fee	\$32,600

We look forward to the opportunity to work with the City on this Project. Should you have any questions or require additional information, please contact Project Manager, Ms. Meghan Karadimos at (951) 335-8283 or via email at meghan.karadimos@kimley-horn.com.

Sincerely,



Meghan D. Karadimos, Project Manager



Kevin Thomas, CEP, ENV SP