

**AMENDMENT NO. 1 TO  
PROFESSIONAL SERVICES AGREEMENT  
MENIFEE VALLEY SPECIFIC PLAN TRAFFIC STUDY REVIEW (RECOVERABLE)**

This is Amendment No. 1 ("Amendment No. 1") to that certain Professional Services Agreement ("Agreement") made on **December 22, 2022** between the City of Menifee ("City") and **STC TRAFFIC, INC.** ("Consultant") for **MENIFEE VALLEY SPECIFIC PLAN TRAFFIC STUDY REVIEW (RECOVERABLE)** which this Amendment No. 1 is made and entered into on \_\_\_\_\_, **2023** to extend the term of the agreement, increase the scope of work and compensation amount as indicated below:

1. Capitalized terms used but not defined in this Amendment No. 1 shall have the meanings ascribed to them in the Agreement.
2. 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 **December 1, 2022** and shall end on **June 30, 2024** 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.

3. SECTION 2, "Compensation" is amended to read as follows, increasing the contract amount by: **\$20,000.00 (FOURTY THOUSAND DOLLARS AND ZERO CENTS)**

**SECTION 2. COMPENSATION.**

City hereby agrees to pay Contractor a sum not to exceed **\$40,000.00 (FORTY THOUSAND DOLLARS AND ZERO CENTS)** notwithstanding any contrary indications that may be contained in Contractor'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 Contractor 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 Contractor for the 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.

4. 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

Contractor shall provide **Meniffee Valley Specific Plan Traffic Study Review (Recoverable)** in the amount not to exceed: **\$40,000.00 (FORTY THOUSAND DOLLARS AND ZERO CENTS)** as further detailed in the following page(s).

5. All other terms and conditions of the Agreement remain in full force and effect.
6. 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.

(Signatures on Following Page)

CITY OF MENIFEE

STC TRAFFIC, INC.

\_\_\_\_\_  
Armando G. Villa, City Manager

\_\_\_\_\_  
Jason Stack, President

Attest:

\_\_\_\_\_  
Nick Minicilli, Vice President

\_\_\_\_\_  
Stephanie Roseen, Interim City Clerk

Approved as to Form:

\_\_\_\_\_  
Jeffrey T. Melching, City Attorney

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May 24, 2023

Daniel Padilla, PE, PLS  
City Engineer  
City of Menifee  
29844 Haun Road  
Menifee, CA 92586

**RE: Amendment No. 1 – Menifee Valley Specific Plan Traffic Study Review**

Dear Mr. Padilla,

STC Traffic, Inc. (STC) has completed an initial review of the Menifee Valley Specific Plan Traffic Study (RPT22-075). The study analyzed approximately 120 intersections across eight scenarios and notes improvements at nearly 90 locations. Based on the size and scope of the study and extent of comments that need to be addressed, we are requesting an Amendment No. 1 to our Professional Services Agreement to allow for up to two additional rounds of review and comments. Our services also include virtual meetings and correspondence with City staff and the applicant's traffic consultant, as needed.

Our services for Amendment No. 1 will be performed on a time and materials basis for a not to exceed fee of \$20,000. We appreciate the opportunity to continue providing these important services for the City of Menifee. If you have any questions regarding this amendment, feel free to contact me at [stephen.manganiello@stctraffic.com](mailto:stephen.manganiello@stctraffic.com) or 608-469-1169.

Sincerely,

STC Traffic

Stephen Manganiello, TE  
Vice President/ Principal

Jason Stack, TE, PTOE  
President/ CEO

STC Traffic, Inc.  
5973 Avenida Encinas, Suite 218, Carlsbad, CA 92008  
[www.stctraffic.com](http://www.stctraffic.com)

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