

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
COMPREHENSIVE LABOR COMPLIANCE SERVICES FOR CIP 22-15 ANTELOPE
ROAD/MSJC ENTRANCE TRAFFIC SIGNAL PROJECT**

This is Amendment No. 1 ("Amendment No. 1") to that certain Professional Services Agreement ("Agreement") made on November 23, 2022 between the City of Menifee ("City") and **ANSER ADVISORY MANAGEMENT, LLC** ("Consultant") for **COMPREHENSIVE LABOR COMPLIANCE SERVICES FOR CIP 22-15 ANTELOPE ROAD/MSJC ENTRANCE TRAFFIC SIGNAL PROJECT** which this Amendment No. 1 is made and entered into on August 15, **2023** to decrease the compensation amount, replace the scope and extend the term of the agreement 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 the **October 3, 2022** and shall end on **August 31, 2023** 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 decrease the maximum compensation by **Two Thousand Two Hundred Eighty Six Dollars and Zero Cents (-\$2,286.00)**, and is amended to read as follows:

SECTION 2. COMPENSATION.

City hereby agrees to pay Consultant a sum not to exceed **Nine Thousand Two Hundred Forteen Dollars and Zero Cents (\$9,214.00)** 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.

4. Exhibit A, "Scope of Services" is replaced in full by the scope of services in Exhibit A hereto. 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 Comprehensive Labor Compliance Services For CIP 22-15 Antelope Road/MSJC Entrance Traffic Signal Project in the amount not to exceed **Nine Thousand Two Hundred Forteen Dollars and Zero Cents (\$9,214.00)** 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

ANSER ADVISORY MANAGEMENT, LLC

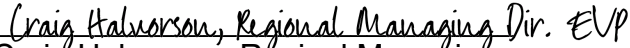


Armando G. Villa, City Manager



Lucas Rathe, Vice President

Attest:

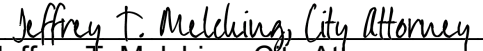


Craig Halvorson, Regional Managing Director, EVP



Stephanie Roseen, Acting City Clerk

Approved as to Form:



Jeffrey T. Melching, City Attorney



City of Menifee: Request for Price/Quotation

(Informal Bid Request for Professional Services)

Project Name: Comprehensive Labor Compliance Services (CA State) for CIP 22-15 Antelope Road/MSJC Entrance Traffic Signal

Goods/Service Requested (Short Description): Comprehensive Labor Compliance Services coordination including but not limited to, Pre-Construction Meeting, Progress Meetings, verification of eligibility, job site interviews, labor compliance monitoring, and project reporting, and other applicable state of California labor compliance requirements.

Requested By: Jennifer Christoffersen

Department: Finance

Date Requested: 8/31/2022

Response Deadline (Date & Time): September 13, 2022, at 2:00 p.m

Clarification of specifications is to be directed to:

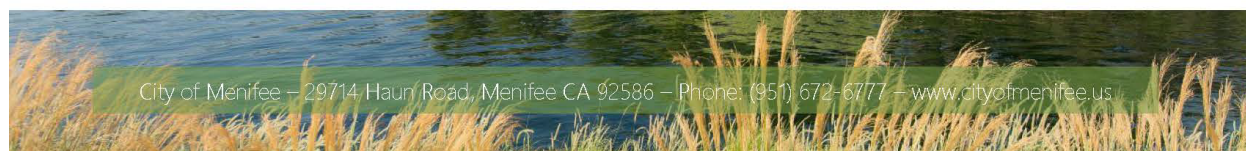
Accepted Response Methods:

- ☒ Email: jchristoffersen@cityofmenifee.us
- ☒ Mail: City of Menifee *(Must be received by Response Deadline Indicated in Request)*
Attn: Jennifer Christoffersen, Purchasing & Contracts Specialist
29844 Haun Road
Menifee, CA 92586
- ☐ In- Person: City of Menifee *(Must be received by Response Deadline Indicated in Request)*
Attn:
29844 Haun Road
Menifee, CA 92586

Goods, Equipment, Services Requested Detail/Specifications:

Scope of Work will include:

1. Serve as the primary contact person for issues related to labor standards. The consultant shall attend the preconstruction conference to provide the contractor and subcontractor(s) with contractor labor compliance handouts and review the applicable labor standards requirements as required by state of California labor compliance requirements.
2. Obtain applicable state wage rate decisions as required by DIR. The applicable wage rate decisions shall be provided to the primary contractor and all subcontractors. Consultant is to provide these rates in a binder for the Prime Contractor to post at the jobsite. Consultant will be required to input in a form the State wage rate for each classification they review.



City of Menifee – 29714 Haun Road, Menifee CA 92586 – Phone: (951) 672-6777 – www.cityofmenifee.us

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Anser Advisory Management, LLC**

(Informal Bid Request for Professional Services)

- Estimated construction period for completion of the project is **60 working days**.



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City of Menifee: Request for Price/Quotation

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ADDITIONAL TERMS & CONDITIONS

FIRM QUOTATION: All quotations shall remain firm for at least **ninety (90)** days.

TAXES: The quoted amount must include all applicable taxes. If taxes are not specifically identified in the quotation it will be assumed that they are included in the total quoted.

TAXES, PERMITS & FEES: The successful bidder shall pay for and include all federal, state and local taxes direct or indirect upon all materials; pay all fees for, and obtain all necessary permits and licenses, unless otherwise specified herein.

SPECIFICATIONS AND EQUALS: Brand names, where used, are a means of establishing quality and style. Bidders are invited to quote their equals. Alternate offers are to be supported by literature, which fully describes items that you are bidding. No exceptions to or deviations from this specification will be considered unless each exception or deviation is specifically stated by the bidder, in the designated places. If no exceptions or deviations are shown, the bidder will be required to furnish items exactly as specified herein. The burden of proof of compliance with this specification is the responsibility of the bidder.

Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. F.O.B. Point shall be destination or freight charges must be stated.

Each item shall be separately bid. Prices should be stated in units specified herein. All applicable charges must be quoted; charges on invoice not quoted herein will be disallowed.

All bids must be dated and signed with the firm's name and by an authorized officer or employee.

Bids received after the closing date/time will NOT be considered.

The City of Menifee reserves the right to reject any and all bids and to waive informalities or irregularities in bids.

After award, all bids shall be open to public inspection. The City of Menifee assumes no responsibility for the confidentiality of information offered in a bid.



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City of Meniffee: Request for Price/Quotation

(Informal Bid Request for Professional Services)

Bidder Response Form

Project Name: Comprehensive Labor Compliance Services (CA State) for CIP 22-15 Antelope Road/MSJC Entrance Traffic Signal

Response Deadline: September 13, 2022, at 2:00 p.m

Goods/Service Requested (Short Description): Comprehensive Labor Compliance Services coordination including but not limited to, Pre-Construction Meeting, Progress Meetings, verification of eligibility, job site interviews, labor compliance monitoring, and project reporting, and other applicable state of California labor compliance requirements.

Please note, response to this Request for Price/Quotation is not an offer, or a binding contract. A contract will be established only when the vendor or service provider accepts an offer from the City of Meniffee. Once the City has selected a vendor or service provider, the selected entity MUST receive a Purchase Order (PO) from the City before the vendor/service provide can proceed with the request.

Company Name: Anser Advisory Management, LLC

Address: 3111 Camino Del Rio North, Suite 340

City: San Diego State: CA Zip Code: 92108

Email Address: lucas.rathe@anseradvisory.com Phone: 619-755-9596

Applicable License(s): ☒ N/A Description: _____ License Number: _____

DIR Registration Number* (#): PW-LR-1000463911 ☐ N/A

** Required for projects which involve construction, alteration, demolition, installation, maintenance, or repair work that requires payment of prevailing wages AND are greater than \$25,000 for new construction, alteration, installation, demolition or repair OR greater than \$15,000 for maintenance work*

Price/Quote for Requested Goods/Services:

Description	Unit Type (Lump Sum or Each)	Unit Quantity	\$ Amount
Comprehensive Labor Compliance Services	Lump Sum	1	\$9,214.00
TOTAL			\$ \$9,214.00



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Additional Quote Details (inclusions/exclusion etc):

Labor Compliance Officer – 84 Hours @ 96.00/hr = 8,064.00
Project Manager – 5 Hours @ 230.00/hr = \$1,150.00

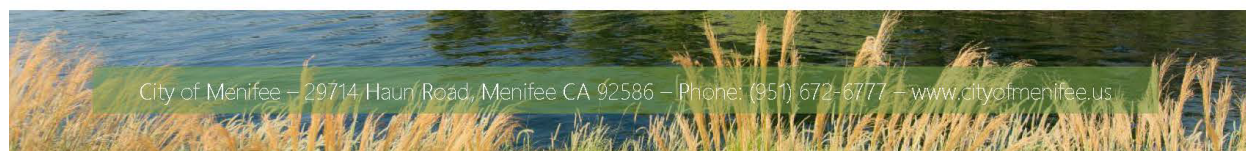
Additional Attachments (Optional): Please briefly describe any attachments included with the response.

Contact Person: Lucas Rathe

Title: Vice President

Undersigned agrees to furnish the commodity or services stipulated above, any addendum(s) issued, and any applicable attachments at the price and terms stated within the request. In addition undersigned agrees to provide any applicable insurance requirements as identified with this request.

Authorized Signature:  Date: 7/7/2023



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