

**FIRST AMENDMENT TO AGREEMENT BETWEEN  
CITY OF TEMECULA AND FEHR & PEERS INC.**

**TRANSPORTATION DISCOVERY/BENCHMARKING EXISTING CONDITIONS TO SUPPORT  
CIRCULATION ELEMENT UPDATE**

**THIS FIRST AMENDMENT** is made and entered into as of **November 15, 2022**, by and between the City of Temecula, a municipal corporation (hereinafter referred to as "City"), and **Fehr and Peers Inc., a Corporation** (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Amendment is made with the respect to the following facts and purposes:

a. On **December 1, 2020**, the City and Consultant entered into that certain Agreement entitled "Agreement for **Transportation Discovery/Benchmarking Existing Conditions to Support Circulation Element Update**," in the amount of **\$130,000.00**.

b. The parties now desire to add scope of work, extend the term of the agreement to **June 30, 2023**, increase the payment in the amount of **\$7,500.00**, and to amend the Agreement as set forth in this Amendment.

2. Section 1 of the Agreement entitled "**TERM**" is hereby amended to read as follows:

"This Agreement shall remain and continue in effect until tasks herein are completed, but in no event later than **June 30, 2023**, unless sooner terminated pursuant to the provisions of this Agreement.

3. Section 4 of the Agreement entitled "**PAYMENT**" at paragraph "a" is hereby amended to read as follows:

The City agrees to pay Consultant monthly, in accordance with the payment rates and schedules and terms set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. The First Amendment amount shall not exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), for additional scope of work for a total Agreement amount of One Hundred Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$137,500.00).

4. Exhibit **A** to the Agreement is hereby amended by adding thereto the items set forth on Attachment "A" to this Amendment, which is attached hereto and incorporated herein as though set forth in full.

5. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TEMECULA

FEHR & PEERS INC.

By: \_\_\_\_\_  
Matt Rahn, Mayor

By:   
Sarah Brandenburg, Principal

ATTEST:

By: \_\_\_\_\_  
Randi Johl, City Clerk

By:   
Steve Brown, Principal

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Peter M. Thorson, City Attorney

CONSULTANT

Fehr & Peers Inc.  
Attn: Katy Cole, Principal  
555 West Beech Street  
Suite 302  
San Diego, CA 92101  
k.cole@fehrandpeers.com  
(619) 234-3190

City Purchasing Mgr.  
Initials and Date:  


# **ATTACHMENT A**

## **EXHIBIT A**

Attached hereto and incorporated herein as though set forth in full is the additional scope of work as provided by the Consultant.



September 15, 2022

Matt Peters, Principal Planner  
City of Temecula  
41000 Main Street  
Temecula, CA 92590

**Subject: Additional Services for Temecula Discovery /Benchmarking**

Dear Matt:

We appreciate the continued partnership with the City of Temecula. This proposal is for additional services to respond to City requests related to the transportation discovery/benchmarking projects. We will perform the following tasks:

- Create an Executive Summary document suitable for use in public settings and/or Council briefings.
- Attend City meeting to review Executive Summary.
- Respond to two rounds of comments on the Executive Summary.
- Attend additional weekly ½ hour check-in meetings (10).
- Provide an online GIS Web-map in additional to the written report.
- Provide AM and PM peak hour level of service estimates using available data for up to three (3) intersections under existing and future baseline conditions.

### Fee and Schedule

These services will be performed based on the Agreement for Consultant Services dated December 1, 2020.

The additional services will be performed on a time and materials basis per our contract for a maximum cost of \$7,500. This includes approximately 36 hours of professional staff time.

## Our Services

- Transportation Impact / VMT Analyses
- Transportation Demand Management
- Complete Streets
- Bicycle / Pedestrian / Micromobility
- Transit Planning and Operations
- Multimodal Safety Planning
- Corridor and Mobility Hub Planning
- Traffic Operations and Simulation
- Traffic Calming / Quick-Build
- Equity in Mobility
- Travel Behavior Forecasting
- Data Science
- Intelligent Transportation Systems
- Signing and Pavement Delineation
- Traffic Signals and Ramp Metering
- Roadway and Trail Lighting
- Traffic Control Plans / TMPs
- Design-Build Projects
- Parking Demand and Design
- Freight and Goods Movement
- Climate Change and Resiliency
- Community Engagement



Please call Katy Cole at (619) 758-3001 if you have any questions. We appreciate the opportunity to assist the city with transportation study review.

Sincerely,

FEHR & PEERS

Katy Cole  
Principal



Our mission is to empower every employee to develop effective and innovative transportation solutions that **improve communities**