

**THIRD AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES BETWEEN
CITY OF TEMECULA AND EXP U.S. SERVICES, INC.**

**SANTA GERTRUDIS CREEK TRAIL PHASE II – MARGARITA UNDER-CROSSING
PROJECT NO. PW19-04**

AGREEMENT NO. 2020-092

THIS THIRD AMENDMENT is made and entered into as of **January 9, 2024** by and between the City of Temecula, a municipal corporation (hereinafter referred to as "City"), and **EXP U.S. Services Inc** (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 **June 10, 2020**, the City and Consultant entered into that certain Agreement entitled "Agreement for Consultant Services", in the amount of **\$420,775.33** plus 10% contingency in the amount of **\$42,077.53**.

b. On **July 13, 2021**, the City and Consultant entered the First Amendment to the Agreement to increase the contingency in the amount of **\$65,450.00**.

c. On **June 14, 2022**, the City and Consultant entered the Second Amendment to the Agreement to increase the contingency in the amount of **\$40,000.00**.

d. The parties now desire to add scope of work and increase payment in the amount of **\$156,809.57 (One Hundred Fifty-Six Thousand Eight Hundred Nine Dollars and Fifty-Seven Cents)**, and to amend the Agreement as set forth in this Amendment.

2. Section **6** 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 **THIRD** Amendment amount shall not exceed **\$156,809.57 (One Hundred Fifty-Six Thousand Eight Hundred Nine Dollars and Fifty-Seven Cents)** for **Construction Compliance Monitoring Services** for a total Agreement amount of **\$725,112.43 (Seven Hundred Twenty-Five Thousand One Hundred Twelve Dollars and Forty-Three Cents)**.

3. Exhibit **A and B** 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

4. 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

EXP U.S. Services Inc.

(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)

By: _____
James Stewart, Mayor

By: 
Gabriel Rodriguez, Vice President

ATTEST:

By: _____
Randi Johl, City Clerk

By: 
Khalil Saba, Vice President

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

CONSULTANT

EXP U.S. Services Inc.

Gabriel Rodriguez, Project Manager

473 E. Carnegie Drive, Suite 200

San Bernardino, CA 92404

(909) 228-2821

Gabriel.Rodriguez@exp.com

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.



SCOPE OF WORK

This scope of work includes compliance monitoring during the estimated 9-month construction timeline as well as archaeological monitoring during ground disturbing activity, as needed. CONSULTANT will provide compliance support to fulfill environmental compliance permitting requirements.

TASK 1 - CONSTRUCTION COMPLIANCE MONITORING

Task 1.1 - Compliance Monitoring

CONSULTANT will provide environmental compliance oversight during Project construction. ESA will integrate into the Project team as an expert advisor and assist with agency coordination, construction monitoring, compliance problem solving, and documentation to ensure the Project is implemented in a manner consistent with the mitigation measures identified in the MMRP. Monitoring frequency will be determined by the Compliance Manager, in communication with the management team.

Assumptions: This task assumes compliance monitoring will be conducted one day per week at 12 hours per day (on average including travel time) throughout the course of the Project. This frequency will vary as determined by the Compliance Manager and in coordination with the City to respond to varying activity levels and the current phase of construction. A total of four hundred and thirty-two (432) CONSULTANT labor hours are estimated to complete this task. Noise monitoring is not included in this scope of work due to the uncertainty regarding the potentially significant time and expense. If active least Bell's vireo are present that require continuous noise monitoring under MM-BIO-3 of the MMRP, a contract modification request will be issued depending on the conditions and course of action as determined by the City.

Deliverables: Daily logs, compliance-related reports (e.g., Incident Reports), and Final Compliance Report.

Task 1.2 - Archaeological Monitoring

CONSULTANT will provide qualified archaeological monitors to observe ground disturbing activities alongside Native American monitors, as needed. Monitors will observe soil disturbances, inspect exposed soils, and will re-direct equipment in the event potential resources are encountered. The monitors will conduct a cursory inspection of any discoveries; however, in the event potentially significant resources are encountered, further investigation beyond the scope of work described here may be required. In this case, a senior archaeologist will report to the site to conduct additional assessment of the discovery and to make appropriate treatment recommendations. Archaeological monitors will prepare daily monitoring logs that describe the types of construction activities observed, soil conditions, and

any resources encountered.

Assumptions: This task assumes up to 10 days of archaeological monitoring during ground-disturbing activity. In addition, this task will include coordination time for the reporting of one find of archaeological significance (e.g., requiring review by a Senior Archaeologist). This task does not include the potential discovery of human remains, which would require additional coordination that cannot be accurately estimated within this scope. Discoveries requiring additional coordination may require a contract modification due to the uncertain nature of the discovery process and requirements.

Deliverables: Archaeological monitors will prepare daily monitoring logs that describe the types of construction activities observed, soil conditions, and any resources encountered. All logs will be included in the Final Compliance Report.

Task 1.3 - Final Compliance Report

Upon completion of project construction, a Final Compliance Report will be provided to the City. This report will include results of the project for each relevant mitigation measure and permitting condition, a summary of compliance events, daily logs for compliance and archaeological monitoring, and site photographs documenting the construction progress, conditions, and any unanticipated environmental impacts.

Assumptions: One round of revisions to the Final Compliance Report will be included to respond to any additional requests or comments from the City.

Deliverables: One (1) Final Compliance Report will be provided to the City in electronic format. Additionally, one (1) printed copy will be provided to City upon request.

Task 1.4 - Project Coordination and Management

Project compliance meetings are expected to be conducted at weekly intervals throughout the course of the Project. The Compliance Manager will prepare an agenda and host these meetings (1 hour) with the construction management and compliance teams. Additional coordination time for responding to compliance incidents, reviewing daily logs, and communication with the construction management team is estimated at one (1) hour per week throughout the course of the project. This task also includes time dedicated to GIS and data management coordination, senior review, and agency meetings. The total time required for this task is estimated at eighty-nine (89) hours.

Assumptions: If additional time is needed for coordination or communication with the City, modifications may be necessary to complete the project. Any modifications will be agreed upon in advance. In addition, this task will include coordination time for the reporting of one find of archaeological significance (as mentioned in the Archeological Monitoring scope above).



TASK 2 - CONSTRUCTION ENGINEERING SUPPORT

Task 2.1 – Construction Engineering Support

CONSULTANT shall attend 6 construction meetings and review and respond to RFI's and material submittals within five calendar days of receipt. CONSULTANT has anticipated the hours denoted in the fee schedule for each of the respective disciplines. The fees for this task are shown for budgetary purposes only.

Deliverables: Digital copy of RFI and submittal responses in PDF format.

Task 2.2 – Record Drawings

Based on as-built drawings provided by the contractor upon completion of construction, CONSULTANT shall prepare record drawings. CONSULTANT has anticipated the hours denoted in the fee schedule for each of the respective disciplines. The fees for this task are shown for budgetary purposes only.

Deliverables: Final record drawings in digital AutoCAD and PDF format.

Fee

Based on our understanding of the Project, the Scope of Work, and assumptions provided above, our estimated fee by task is provided in the attached fee schedule. *Please Note:* This is a not-to-exceed budget and time not expended will not be invoiced. Conversely, should the effort required to provide these services be greater than assumed, or additional professional services beyond those set forth in this Scope of Work are required, CONSULTANT will notify the City immediately and a resolution will be sought. CONSULTANT will request written authorization from the City to proceed prior to the initiation of out-of-scope services. In the event of contract modification requests by the City, CONSULTANT reserves the right to escalate rates beyond the values included in this proposal. CONSULTANT also reserves the right to transfer fees among line items, as budget flexibility is needed to respond to shifts in effort that may occur due to unexpected circumstances..

EXHIBIT B

Attached hereto and incorporated herein as though set forth in full an increase payment in the amount of \$156,809.57 for additional work as provided by the Consultant.



SANTA GERTRUDIS CREEK PHASE II
City of Temecula

FIRM: EXP U.S. Services Inc.

AMENDMENT 3 LABOR HOUR and FEE ESTIMATE

TASK NO.	TASK DESCRIPTIONS	EXP U.S. SERVICES INC.		NCM				ESA					EMI		Total Hours	TASK TOTAL
		Project Manager	Roadway Designer	Structures Lead	Senior Bridge Engineer	Bridge Engineer	Senior CADD	Senior Director III	Managing Associate III	Principal Consultant I	Consultant VI	Consultant III	Principal	Senior Project Engineer		
		\$290	\$112	\$251	\$152	\$111	\$131	\$336	\$223	\$202	\$159	\$122	\$254	\$138		
1	CONSTRUCTION COMPLIANCE MONITORING															
1.1	Compliance Monitoring										432				432	\$68,688.00
1.2	Archaeological Monitoring											120			120	\$14,640.00
1.3	Final Compliance Report							2	24	8					34	\$7,640.00
1.4	Project Management and Coordination	6						9	72	8					95	\$22,436.00
2	CONSTRUCTION ENGINEERING SUPPORT															
2.1	Construction Engineering Support	12	40	16	40	24	8						8	16	164	\$26,005.92
2.2	As-Builts	2	32												34	\$4,178.72
	SUB-TOTAL (W/O ODC's)															
	SUB-TOTAL (W/O ODC's)															\$143,588.64
	OTHER DIRECT COSTS (ODC'S)															
	ODC'S (Incl. Data Tech Management)															\$13,220.93
	TOTAL HOURS :	20	72	16	40	24	8	11	96	16	432	120	8	16	879	
	TOTAL (W/ ODC's) LABOR :	\$5,800.00	\$8,097.12	\$4,018.08	\$6,077.20	\$2,652.00	\$1,044.72	\$3,696.00	\$21,408.00	\$3,232.00	\$68,688.00	\$14,640.00	\$2,029.76	\$2,205.76		\$156,809.57
															TOTAL FEE: \$156,809.57	