

**FOURTH AMENDMENT TO AGREEMENT BETWEEN
CITY OF TEMECULA AND MICHAEL BAKER INTERNATIONAL, INC.**

**DESIGN OF TRAFFIC SIGNAL AND
PARK & RIDE ACCESS IMPROVEMENTS, PW18-11**

AGREEMENT NO. 19-011

THIS FOURTH AMENDMENT is made and entered into as of **September 26, 2023**, by and between the City of Temecula, a municipal corporation (hereinafter referred to as "City"), and **Michael Baker International, 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 **July 8, 2019**, the City and Consultant entered into that certain Agreement entitled "**Agreement for Consultant Services Between City of Temecula and Michael Baker International, Inc., Design of Traffic Signal and Park & Ride Access Improvements, PW18-11**", in the amount of **\$227,244**, plus a contingency in the amount of **\$22,724.40**.

b. On **November 12, 2019**, the City and Consultant entered into a **First Amendment** to increase the contingency in the amount of **\$20,000**.

c. On **April 10, 2020**, the City and Consultant entered into a **Second Amendment** to extend the term of the agreement to **June 30, 2021**.

d. On **June 8, 2021**, the City and Consultant entered into a **Third Amendment** to extend the term of the agreement to **June 30, 2023**, and to increase the contingency in the amount of **\$20,000**.

e. The parties now desire to add scope of work, extend the term of the agreement to **June 30, 2024**, increase the contingency in the amount of **\$12,466**, 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, 2024**, unless sooner terminated pursuant to the provisions of this Agreement.

3. Section 6 of the Agreement entitled "**PAYMENT**" at paragraph "a" is hereby amended to read as follows:

a. The City agrees to pay Contractor 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 **FOURTH** Amendment amount shall not exceed **Twelve Thousand Four Hundred Sixty-Six**

Dollars and Zero Cents (\$12,466), for additional contingency for a total Agreement amount of Three Hundred Two Thousand Four Hundred Thirty-Four Dollars and Forty Cents (\$302,434.40).

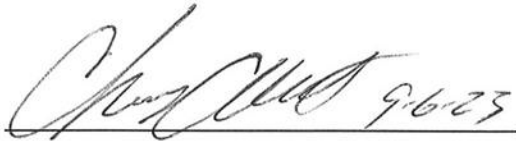
- b. The City Manager may approve additional work up to the contingency allowance of \$75,190.40 as approved by City Council. Any additional work in excess of this amount shall be approved by the City Council.
4. Except for the changes specifically set forth herein, all other terms and conditions of 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


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

By: _____
Zak Schwank, Mayor

By:  9-6-23
Christopher Alberts, Vice President

ATTEST:

By: _____
Randi Johl, City Clerk

By:  8-31-23
Tim Thiele, Assistant Secretary

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

CONSULTANT

Michael Baker International, Inc.
Attn: Christopher Alberts
40810 County Center Drive, Suite 200
Temecula, CA 92591
(951) 676-8042
calberts@mbakerintl.com

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.

Baker JN: 171221
Request No.: EWR 008 Rev01
Date: August 3, 2023

EXTRA WORK REQUEST SUMMARY

Client: City of Temecula

Work Requested By: Laura Bragg

Summary of Additional Work: PW18-11 Vallejo Avenue Screen Wall
Construction Support

At the City's request, Michael Baker shall provide engineering construction support services for the Vallejo Road Masonry Wall.

Please find below the itemized tasks and compensation for this Extra Work Request Summary:

TASK 1 VALLEJO AVENUE SCREEN WALL CONSTRUCTION SUPPORT

Baker shall provide the following pre-construction and ongoing construction assistance/support as requested by client:

- Review and respond to project RFIs, specific to Vallejo Avenue Screen Wall
- Screen Wall Coordination with Orco Block and Hardscape Company
- Prepare Delta Revisions to the approved Improvement Plan, PW18-11

This service has been performed on a T&M hourly basis. Therefore, a maximum of nineteen (19) hours are included within this Scope of Work. Additional construction support and consulting services will be performed, if required, on an hourly basis for an additional fee.

See Exhibit 'A' matrix of provided tasks below.

EXHIBIT 'A'

Project Number 171221 Project Type Fixed Price Plus ODC Date Updated 5/10/2023
 Project Name Temecula Pkwy Wabash Signal

Vallejo Avenue Screen Wall Construction Support Effort

Unbilled Expenditure

Trans Id	Item Date	Emp Vendor Name	Billing Rate	Quantity	Burdened Cost	Emp Billing Title	Expenditure Comment
70405543	11/2/2022	Fenton, Candice Renee	\$ 236.00	2.5	\$ 590.00	Project Manager	Vallejo Screen Wall Orco Detail Review - Delta 3 - Top of Footing Revisions Design and Draft Markup
70405552	11/4/2022	Fenton, Candice Renee	\$ 236.00	0.5	\$ 118.00	Project Manager	Vallejo Screen Wall Orco Detail Review - Client Coordination
70660082	12/3/2022	Fenton, Candice Renee	\$ 236.00	3	\$ 708.00	Project Manager	Prepare Delta 3 - Revised Sheet 1, 2, 9 and 11. Prepared 11A. Coordination with Client.
70728932	12/9/2022	Fenton, Candice Renee	\$ 236.00	1	\$ 236.00	Project Manager	Prepare title block cad file for Orco Block Wall Details (Sheet 11A)
70796018	12/15/2022	Fenton, Candice Renee	\$ 236.00	3	\$ 708.00	Project Manager	Vallejo Screen Wall Orco Coordination and Delta 3 Preparations
70862239	12/21/2022	Fenton, Candice Renee	\$ 236.00	2	\$ 472.00	Project Manager	Prepare Delta 3 - Revise plans per City Comments. Replace Orco Wall Detail Sheet and reissue plan set via eFTP to the City.
70988025	1/6/2023	Fenton, Candice Renee	\$ 262.00	1	\$ 262.00	Senior Project Manager	Project Maintenance / Client Coordination
71300114	2/6/2023	Fenton, Candice Renee	\$ 262.00	1	\$ 262.00	Senior Project Manager	Vallejo Road Screen Wall Support
71303121	2/9/2023	Fenton, Candice Renee	\$ 262.00	1	\$ 262.00	Senior Project Manager	Respond to Vallejo Road Existing Irrigation Line / Wall conflict BFI
71369524	2/13/2023	Fenton, Candice Renee	\$ 262.00	1	\$ 262.00	Senior Project Manager	Submittal 56 Review and Response
71369536	2/16/2023	Fenton, Candice Renee	\$ 262.00	1.5	\$ 393.00	Senior Project Manager	Vallejo Wall Control Joint Orco Coordination and Client Response
71446784	2/23/2023	Fenton, Candice Renee	\$ 262.00	1.5	\$ 393.00	Senior Project Manager	Vallejo Wall Control Joint Orco Coordination and Client Response
Total				19	\$ 4,666.00		

TASK 2 13+91.65 ACCESS ROAD VERIFICATION

Michael Baker shall provide a field as built survey verification of the 13+91.65 Access Road curb returns, top of curb, gutter and Centerline finish surface improvements as constructed. This verification shall be based on the approved Traffic Signal - Park and Ride Access Improvements Project No. PW18-11, Sheet C-6 no delta, dated by the City Engineer on 03/24/2021.

Michael Baker shall prepare and provide one (1) verification letter to the City of Temecula stamped and signed by the Engineer of Record.

This scope of work includes a maximum of four (4) hours project management, coordination, and meeting time.

Assumptions:

Construction surveying / staking was not prepared by Michael Baker.

Deliverables:

One (1) Verification letter to the City of Temecula stamped and signed by the Engineer of Record.

Additional Services:

Services which are not specifically identified herein as services to be performed by Michael Baker or its consultants are considered "Additional Services" for purposes of this Agreement. Owner may request that Michael Baker perform services which are Additional Services. However, Michael Baker is not obligated to perform such Additional Services unless an amendment to this Agreement has been fully executed setting forth the scope, schedule and fee for such Additional Services. In the event Michael Baker performs Additional Services before receipt of such executed amendment, Owner acknowledges its obligation to pay for such services at Michael Baker's standard rates.

Exclusions:

Michael Baker services relating to any of the following tasks may be completed by Michael Baker if negotiated under a separate contract for an additional fee; but are presently specifically excluded from this Agreement:

1. All other work not specifically outlined in scope of services herein.

ATTACHMENT A

EXHIBIT B

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

Estimated Fee for Additional Work:

Client agrees to compensate Michael Baker for Construction Support services as follows: Monthly on a time and materials basis (T&M), except as otherwise noted, based upon an estimated budget shown below, plus the direct cost of reimbursable expenses.

The Time and Materials budget is based on the following office personnel performing work efforts at the indicated rates, see rate schedule attached herein.

<u>ITEM</u>	<u>WORK TASK</u>	<u>FEE</u>
Task 1*	Vallejo Avenue Screen Wall Construction Support (19 Hours)	\$4,666
Task 2	13+91.65 Access Road Verification.....	\$7,800
		Total \$12,466

* The budget amount shown is for authorization purposes only. Should the total of the monthly billings reach eighty percent (80%) of the budget amount, Owner and Baker will review the status of the work to determine the need for an increase in the budget amount, and whether additional budget authorization to complete the project is appropriate.

The fees proposed herein shall apply until October 1, 2023. Due to ever-changing costs, Baker may increase those portions of the contract fee for which work must still be completed after October 1, 2023, by ten percent (10%).

Prepared By:  8/3/2023
Candice Fenton, Senior Project Manager