

**SECOND AMENDMENT TO AGREEMENT BETWEEN  
CITY OF TEMECULA AND CIVILSOURCE, INC.**

**ON-CALL CONSTRUCTION MANAGEMENT SERVICES**

**(CONTRACT NO. 17-139)**

**THIS SECOND AMENDMENT** is made and entered into as of **July 23, 2019** by and between the City of Temecula, a municipal corporation (hereinafter referred to as "City"), and **CivilSource, 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 11, 2017**, the City and Consultant entered into that certain Agreement entitled "**Agreement for On-Call Construction Management Services**" in the amount of **\$200,000.00**.
  - b. On **June 26, 2018**, the City and Consultant entered into the **First Amendment** to that certain Agreement entitled "**Agreement for On-Call Construction Management Services**," to extend the term of the agreement to **June 30, 2019** and increase the payment in the amount of **\$400,000.00**.
  - c. The parties now desire to extend the term of the agreement to **June 30, 2020**, increase the payment in the amount of **\$400,000.00**, 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, 2020** 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:

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 **SECOND** Amendment amount shall not exceed **Four Hundred Thousand Dollars and Zero Cents (\$400,000.00)** for additional **On-Call Construction Management Services** for a total Agreement amount of **One Million Dollars and Zero Cents (\$1,000,000.00)**.
4. **Exhibit 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.

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

CivilSource, Inc.

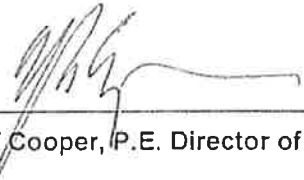
*(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)*

By: \_\_\_\_\_  
Michael S. Naggar, Mayor

By: \_\_\_\_\_  
Todd George, P.E. Senior Vice-President

ATTEST:

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

By: \_\_\_\_\_  
Jeff Cooper, P.E. Director of Infrastructure

APPROVED AS TO FORM:

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

CONSULTANT

CivilSource, Inc.


Attn: Peter Salgado

9890 Irvine Center Drive

Irvine, CA 92618

Fax: 949-585-0433

Email: peter.salgado@nv5.com

PM Initials: 

Date: 7-9-19

## **ATTACHMENT A**

## **EXHIBIT B**

Cost shall be per consultants fee schedule attached hereto and incorporated herein as though set forth in full, but in no event shall the total contract amount exceed **\$1,000,000.00**.

# Standard Fee Schedule

Rates effective through June 30, 2020. If contract assignment extends beyond that date, a new rate schedule will be added to the contract.

ENGINEERING SERVICES		HOURLY RATE
Principal		\$185
Project Manager		\$160
Quality Assurance Manager		\$150
Senior Engineer		\$135
Project Engineer		\$130
Traffic Engineer		\$130
Associate Engineer		\$115
Assistant Engineer		\$110
Designer		\$110
Engineering Technician		\$90
CADD Drafter		\$85
Administration		\$75
CONSTRUCTION SERVICES		HOURLY RATE
Senior Construction Manager		\$165
Construction Manager		\$145
Resident Engineer		\$140
Office Engineer		\$120
Project Controls Engineer		\$100
Construction Inspector		\$105
Building Inspector		\$98
Contract Administration/Documents Control		\$75
Surveying (2-person survey crew)		\$250
REIMBURSABLE EXPENSES		COST
Reproduction		Cost
Consultant Services		Cost + 15%
Automobile Transportation		Included in hourly rates
Delivery, Freight, Courier		Cost
Agency Fees		Cost
Commercial Travel		Cost

  
Signature

David Niknafs, PE; Director of Transportation  
Name/Title

**SECOND AMENDMENT TO AGREEMENT BETWEEN  
CITY OF TEMECULA AND FALCON ENGINEERING SERVICES, INC.**

**ANNUAL AGREEMENT FOR ON-CALL CONSTRUCTION MANAGEMENT SERVICES**

**(CONTRACT NO. 17-140)**

**THIS SECOND AMENDMENT** is made and entered into as of **July 23, 2019** by and between the City of Temecula, a municipal corporation (hereinafter referred to as "City"), and **Falcon Engineering Services, 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 11, 2017**, the City and Consultant entered into that certain Agreement entitled "**Agreement for On-Call Construction Management Services**" in the amount of **\$200,000.00**.

b. On **June 26, 2018**, the City and Consultant entered into the **First Amendment** to that certain Agreement entitled "**Agreement for On-Call Construction Management Services**," to extend the term of the agreement to **June 30, 2019** and increase the payment in the amount of **\$400,000.00**.

c. The parties now desire to extend the term of the agreement to **June 30, 2020**, increase the payment in the amount of **\$400,000.00**, 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, 2020** 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:

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 **SECOND** Amendment amount shall not exceed **Four Hundred Thousand Dollars and Zero Cents (\$400,000.00)** for additional **On-Call Construction Management Services** for a total Agreement amount of **One Million Dollars and Zero Cents (\$1,000,000.00)**.

4. Exhibit **B**, Payment Rates and Schedule 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**

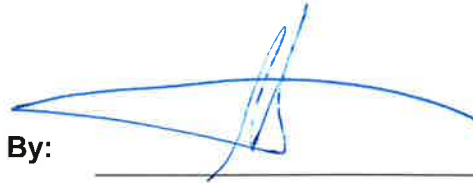
**FALCON ENGINEERING SERVICES, INC.**

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

By: \_\_\_\_\_

**Michael S. Naggar, Mayor**

By: \_\_\_\_\_



**Maha Faqih, President**

**ATTEST:**

By: \_\_\_\_\_

**Randi Johl, City Clerk**

By: \_\_\_\_\_



**Wael Faqih, Vice President**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

**Peter M. Thorson, City Attorney**

**CONSULTANT**

**Falcon Engineering Services, Inc.**

**Attn: Wael Faqih, Vice President**

**341 Corporate Terrace, Suite 101**

**Corona, CA 92879**

**(951) 549-9600**

**wfaqih@falcon-ca.com**

PM Initials: 

Date: 

## **ATTACHMENT A**

## **EXHIBIT B**

Cost shall be per consultants fee schedule attached hereto and incorporated herein as though set forth in full, but in no event shall the total contract amount exceed \$1,000,000.



**City of Temecula**  
**Standard Fee Schedule**  
**RFP No. 218 / #17-140**  
**On-Call Construction Management Services**

Monday, June 24, 2019

**Rate Schedule 07/01/2019-06/30/2020**

**2019-2020**

<b>Name</b>	<b>Classification</b>	<b>Hourly Rate*</b>
Wael Faqih, PE	Project Manager	\$250.00
Scott Walker, PE	Construction Manager/Resident Engineer	\$230.00
Alex Naime, PE	Construction Manager/Resident Engineer	\$200.00
Tariq Malik, PE	Construction Manager/Resident Engineer	\$205.00
Juan Rojas, PE	Construction Manager/Resident Engineer	\$210.00
Amy Griffin, PE	Construction Manager/Resident Engineer	\$200.00
Darius Johnson, PE	Construction Inspector/Structural Inspector	\$205.00
Mohammad Khalaileh, PE	Construction Inspector/Structural Inspector	\$170.00
Rey Orito, PE	Construction Inspector/Structural Inspector	\$200.00
Ahmad Faqih, EIT	EIT/Construction Inspector/Structural Inspector	\$171.64
Zaid Afanan, EIT	EIT/Assistant Structural Inspector/Administrative	\$150.99
Yousef Ibrahim, PE	Construction Manager/Resident Engineer	\$200.00
Mohammad Zand	Inspector	\$135.00
Eric Egurrola	Structural Inspector	\$140.00
George Franco	Structural Inspector	\$140.00
Ahmad Mkhallati	Assistant Structural Inspector	\$135.00
Charles Munroe	Cost Estimator	\$170.00
Dion Castro, ToR	Safety Inspector/SWPPP	\$160.00
Alex Padilla	Assistant Structural Inspector/Administrative	\$118.82
Roger Bates, PLS	Construction Inspector/Land Surveyor	\$140.00
Dennis Green	Public Outreach	\$158.43
Darcy McNaboe	Public Outreach	\$132.03
General Inspector (Utilities, Public Works, Roadway/bridge) PW (New Hire)		\$126.75
Sr. Inspector (Utilities, Public Works, Roadway/Bridge) PW (New Hire)		\$135.00
<b>Subconsultants Cost Proposal</b>		
<b>Amec Foster Wheeler</b>		
Jeffery Ashcraft	Special Inspector	\$ 115.00
Alejandro Rodriguez	Soils and Materials Technician	\$ 115.00
Kim Bainer	Field Technician	\$ 115.00
<b>Converse Consultants</b>		
Hashmi Quazi, PhD, PE	Principal-in-Charge /Materials Engineer	\$ 185.00
Antonio Maciel, EIT	Project Manager	\$ 150.00
Gerardo Portea	Field Technician	\$ 120.00
<b>Dynamic Engineering Services, Inc.</b>		
Chia-Chi Wang, PE	RE/Labor Compliance Manager/SWPPP	\$ 156.91
John Kannor	Assistant Resident Engineer/Roadway & Electronics	\$ 150.37
Leon Fuentes	Assistant Resident Engineer/Electrical	\$ 143.83
<b>Francis</b>		
Karl Francis, PE, LS	Construction Inspector/Senior Land Surveyor	\$ 200.00
Charles Lamb, LA	Senior Project Landscape Architect	\$ 160.00
Linda Francis, LA	Landscape Architect	\$ 160.00
<b>GEOMAT</b>		
Haytham Nabils, GE	Project Manager Materials Testing/Geotechnical	\$ 150.00
Tamer Khalil	Materials Technician	\$ 100.00
Art Martinez	Field Technician	\$ 100.00




**City of Temecula  
Standard Fee Schedule  
RFP No. 218 / #17-140  
On-Call Construction Management Services**

Monday, June 24, 2019

**Rate Schedule 07/01/2019-06/30/2020**

**2019-2020**

Name	Classification	Hourly Rate*
<b>MARRS Services</b>		
Rose Keshawarz	Assistant Project Manager/Project Engineer	\$ 157.00
Scott Simpson	QA/QC Manager	\$ 161.00
Ahmet Aydogan, Ph.D, PE	Environmental Engineer	\$ 120.00
Charles Feist, PE	Senior Scheduler	\$ 160.00
John Woodley	Structural Inspector	\$ 170.00
Damian Weilbacher	Senior Structural Inspector	\$ 160.00
Delfina Zafra	Structural Inspector	\$ 152.00
Dennis Barnes, PE, TE	Civil Engineer / Traffic Engineer	\$ 154.00
Jimmy Stewart	Structural Inspector	\$ 152.00
Rodelio Resurreccion	Cost Estimator	\$ 165.00
Rene Cruz	Utility Coordinator	\$ 120.00
Richard Onochie	Office Engineer/Administrative	\$ 170.00
<b>MNS Engineers</b>		
Jacob Tabari, PE	Resident Engineer	\$ 185.00
Richard Mocke	Construction Manager	\$ 165.00
Jason Mate	Construction Manager	\$ 165.00
Gary Bohnisch	Construction Inspector	\$ 153.00
George Haines	Construction Inspector	\$ 153.00
Taylor Merlo	Construction Inspector	\$ 153.00
Ernie Oviedo	Electrical Inspector	\$ 153.00
Howard Sanders	Construction Inspector	\$ 153.00
Moji Shahkarami	Construction Inspector	\$ 153.00
Ken Shaner	Construction Inspector	\$ 153.00
John Stage	Construction Inspector	\$ 153.00
<b>Psomas</b>		
Cliff Simental, PL	Sr. Survey Manager	\$ 210.00
William Estepa	Project Surveyor	\$ 175.00
Tim Garcia, PLS	Party Chief	\$ 130.00
<b>Z&amp;K Consultants</b>		
Zack Faqih, PE	Construction Manager/Resident Engineer	\$ 160.00
Raymond Frangie	Structural Inspector	\$ 150.15
<b>David Evans &amp; Associates</b>		
Bob Vasquez, PLS	Survey Manager	\$ 220.00
Jerry Woodrow, PLS	Party Chief	\$ 175.00
Dave Figueredo	Senior Chainman	\$ 150.00
General		
Tech Support		
<b>Notes: Loaded Hourly Rate is valid through 06/30/2020.</b>		
Rate includes all expenses, vehicle, gas, maintenance, laptop, cell phone, insurance & incidentals. Field Office & Equipment, Office Space & Utilities to be provided by the City or Contractor. All field staff rates are based on Prevailing Wages calculations		
		6/24/2019
Signed by: Wael Faqih, President		Date

**SECOND AMENDMENT TO AGREEMENT BETWEEN  
CITY OF TEMECULA AND WALLACE & ASSOCIATES CONSULTING, INC.**

**ANNUAL AGREEMENT FOR ON-CALL CONSTRUCTION MANAGEMENT SERVICES**

**(CONTRACT NO. 17-138)**

**THIS SECOND AMENDMENT** is made and entered into as of **July 23, 2019** by and between the City of Temecula, a municipal corporation (hereinafter referred to as "City"), and **Wallace & Associates Consulting, 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 11, 2017**, the City and Consultant entered into that certain Agreement entitled "**Agreement for On-Call Construction Management Services**" in the amount of **\$200,000.00**.
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4. Exhibit B, Payment Rates and Schedule, 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**

**WALLACE & ASSOCIATES CONSULTING, INC.**


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

By: \_\_\_\_\_  
Michael S. Naggar, Mayor

By: \_\_\_\_\_  
Carl Wallace, P.E., President and  
Corporate Secretary

**ATTEST:**

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


By: \_\_\_\_\_  
Cathy Wallace, SPHR, Treasurer

**APPROVED AS TO FORM:**

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

**CONSULTANT**

Wallace & Associates Consulting, Inc.  
Attn: Carl Wallace  
PO Box 909  
Murrieta, CA 92564  
(951) 966-7774  
carl@wallace-cm.com

PM Initials:   
Date: 7-9-19



## **ATTACHMENT A**

## **EXHIBIT B**

### **Payment Rates and Schedule**

Cost shall be per consultants fee schedule attached hereto and incorporated herein as though set forth in full, but in no event shall the total contract amount exceed \$1,000,000.

**Wallace & Associates Consulting, Inc.**

**HOURLY FEE SCHEDULE  
July 2019 through June 2020**

**Fully Burdened Billing Rates**

Position	Rate / Range		
Principal-in-Charge	\$	184.00	to \$ 200.00
<i>Carl Wallace, PE</i>	\$	184.00	
Project Manager	\$	154.00	to \$ 174.00
<i>Senior Project Manager</i>	\$	174.00	
<i>Project Manager</i>	\$	164.00	
<i>Deputy Project Manager</i>	\$	154.00	
Construction Manager	\$	154.00	to \$ 174.00
<i>Senior Construction Manager</i>	\$	174.00	
<i>Construction Manager</i>	\$	164.00	
<i>Deputy Construction Manager</i>	\$	154.00	
Project Engineering	\$	154.00	to \$ 174.00
<i>Chief Engineer</i>	\$	180.00	
<i>Project Engineer</i>	\$	148.00	
<i>CM/Scheduler</i>	\$	175.00	
<i>Cost/Scheduler</i>	\$	175.00	
Inspection	\$	124.00	to \$ 230.00
<i>Senior Construction Inspector</i>	\$	124.00	
<i>Senior Construction Inspector - Overtime</i>	\$	180.00	
<i>Senior Construction Inspector - Doubletime</i>	\$	220.00	
<i>Senior Construction Inspector - Special Shift</i>	\$	146.00	
Office Engineer	\$	115.00	to \$ 125.00
<i>Office Engineer - Field</i>	\$	125.00	
<i>Office Engineer - Office</i>	\$	115.00	
Labor Compliance	\$	86.00	to \$ 156.00
<i>Labor Compliance Manager</i>	\$	156.00	
<i>Senior Labor Compliance Specialist</i>	\$	100.00	
<i>Labor Compliance Specialist</i>	\$	86.00	
Office Manager	\$	115.00	to \$ 115.00
<i>Office Manager</i>	\$	115.00	
Project Support	\$	80.00	to \$ 90.00
<i>Project Administrator</i>	\$	90.00	
<i>Project Assistant</i>	\$	80.00	

Rates include miscellaneous related costs: professional liability insurance, overhead, vehicle, vehicle insurance, fuel, vehicle maintenance, laptop computer, heat gun, probe, smart level, cell phone and calling plan, digital camera and standard tools and equipment. All other direct expenses, e.g., large format or specification printing, delivery and postage costs, will be billed at cost plus 10%.

Subconsultant rates will be marked up by 12%.