

**AMENDMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF LAKE ELSINORE AND
AND T&B PLANNING**

Lakeshore Town Center (MEBO)

THIS AMENDMENT NO. 1 is made and entered into as of January 22, 2019, by and between the City of Lake Elsinore, a municipal corporation ("City"), and T&B Planning, a California corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

A. The City and Consultant have entered into that certain Agreement for Professional Services dated as of September 8, 2015 (the "Original Agreement"). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

B. The Original Agreement provided for compensation to Consultant in an amount not to exceed \$183,095.00.

C. The parties now desire to modify the scope of services and increase the payment for such services by of \$20,200 as set forth in this Amendment No 1.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, City and Consultant agree as follows:

1. Section 1, Scope of Services, of the Original Agreement is hereby amended to add the following paragraph:

Consultant shall also perform the services described in the First Addendum to Proposal to Provide CEQA Consulting Services (the "Addendum") attached hereto and incorporated herein. All references to "Consultant's Proposal" and/or "Exhibit A" shall include the Addendum.

2. The second full sentence of Section 3, Compensation, of the Original Agreement is hereby amended to read as follows:

In no event shall Consultant's compensation exceed \$203,295.00 without additional written authorization from the City.

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

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed on the respective dates set forth below.

“CITY”

CITY OF LAKE ELSINORE, a municipal corporation

“CONSULTANT”

T&B PLANNING, a California corporation

Grant Yates, City Manager

Tracey Zinn, President

Date: _____

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachments: First Addendum to Proposal to Provide CEQA Consulting Services



Tustin, CA | San Diego, CA | Murrysville, PA

PLANNING 17542 East 17th Street, Suite 100 Tustin, CA 92780 p714.505.6360 f714.505.6361

FIRST AMENDMENT TO CONTRACT

This First AMENDMENT TO CONTRACT constitutes a legal agreement solely between T&B Planning, Inc. (T&B Planning) and CLIENT herein named as:

CLIENT NAME: CITY OF LAKE ELSINORE PLANNING DIVISION
JOB NUMBER: 996-002
PROJECT NAME: LAKESHORE TOWN CENTER
DATE: November 14, 2018

All provisions of the original Agreement (Agreement) shall remain in force and in effect except as modified herein.

DETAILS/COMMENTS: This First Amendment to Contract provides additional budget for services that were not accounted for as part of the original Agreement. Specifically, work efforts associated with the project's CEQA compliance were suspended in mid-2017. Since that time, the project design has been modified, and data previously included in the draft Environmental Impact Report (EIR) is now outdated and requires update. Additionally, new existing noise level measurements are warranted, and due to the amount of coordination efforts for the project our budget for project management and coordination has been depleted. Accordingly, this First Amendment to Contract provides for the following changes.

- **Task 1.2, Prepare Project Description.** Since the Project Description was drafted for the proposed project, various components of the project have been changed. These changes include revisions to address Wildlife Agency comments, as well as changes to the various uses proposed within the buildings. These changes will require updates to the Project Description, which was previously completed and approved by the City and Project Applicant. Accordingly, the budget for Task 1.2 is increased as part of this First Amendment to Contract by \$1,250.00, increasing the total budget from \$3,880.00 to \$5,130.00, excluding prepaid expenses.
- **Task 2.3, Noise Study.** Due to the amount of time that has lapsed since noise measurements were collected, Urban Crossroads, Inc., will need additional budget in order to collect current noise measurements for use in the noise impact analysis. Additionally, because some work efforts on the noise study were completed, additional budget is also required to account for revisions to the text of the technical study. Accordingly, the budget for Task 2.3 is increased as part of this First Amendment to Contract by \$2,200.00, increasing the total budget for this task from \$8,400.00 to \$10,600.00
- **Task 3.2, Prepare Administrative Draft EIR.** Pursuant to direction from the City and Project Applicant, T&B Planning previously drafted the majority of the EIR text prior to work efforts being halted in mid-2017. Since that time, a number of documents and information relied upon in the initial draft of the EIR has become outdated and will require update. Additionally, due to changes in the Project Description, as described above, various analysis sections in the EIR will require update to account for updated values for employment, population, and other factors such as solid waste generation

www.tbplanning.com

PLANNING | DESIGN | ENVIRONMENTAL | GRAPHICS

Revised 2017-10-24



First Amendment to Contract
Lakeshore Town Center
November 14, 2018

during construction and operation. As such, the budget for Task 3.2 is increased as part of this First Amendment to Contract by \$12,250.00, increasing the total budget for this task from \$52,055.00 to \$64,305.00, excluding prepaid expenses.

- **Task 5.1, Meetings, Correspondence, and Coordination.** The project was kicked off in early 2016, and all work on the project was halted in mid-2017 due to issues with design and the project's technical studies, including the traffic study. As a result of these delays, as well as various meetings and conference calls that have occurred in the interim, our budget for meetings, correspondence, and coordination has been depleted. In order to allow for continued coordination and management efforts as needed to bring the project to public hearings, the budget for Task 5.1 is increased as part of this First Amendment to Contract by \$4,500.00, increasing the total budget for this task from \$17,925.00 to \$22,425.00, excluding prepaid expenses.

These services shall be provided for an estimated fee of \$20,200.00, which shall increase the total Agreement budget from \$183,095.00 to \$203,295.00, excluding prepaid expenses.

CLIENT hereby authorizes T&B Planning to proceed with the work herein described and T&B Planning agrees it shall provide such services in a timely and efficient manner. If the job is canceled prior to completion, CLIENT agrees to pay for that portion of work performed prior to cancellation.

IN WITNESS WHEREOF, the parties to this Agreement have executed this agreement effective as of the date and the year first above written.

T&B PLANNING, INC.
a California Corporation

By:

Tracy Zinn, AICP

Its: President

Dated:

November 14, 2018

CITY OF LAKE ELSINORE PLANNING DIVISION

By

Its:

Dated:

www.tbplanning.com

PLANNING | DESIGN | ENVIRONMENTAL | GRAPHICS

Revised 2017-10-24



FOR PREVIEW

CONTRACT SUMMARY

City of Lake Elsinore

Lake Shore EIR

JN 996-002

Contract Amendment No. 1

November 14, 2018

Task No.	Description	Original Contract	This Contract Award amount	Total Contract Amendments	Total Authorized	Total Billed	Amount Remaining
1.1	Field Investigation, Data Acquisition, and Site Review	\$ 2,120.00	\$ -	\$ 0.00	\$ 2,120.00	\$2,120.00	\$0.00
1.2	Prepare Project Description	\$ 3,000.00	\$ 1,200.00	\$1,200.00	\$ 6,120.00	\$3,000.00	\$1,200.00
1.3	Prepare and Distribute Initial Study and Notice of Preparation	\$ 9,640.00	\$ -	\$ 0.00	\$ 9,640.00	\$9,640.00	\$0.00
1.4	Prepare For and Attend Public Scoping Meeting	\$ 1,750.00	\$ -	\$ 0.00	\$ 1,750.00	\$1,750.00	\$0.00
2.1	AB 62 Consultation (Optional Task)	\$ -	\$ -	\$ 0.00	\$ -	\$0.00	\$0.00
2.2	Phase 1 Environmental Site Assessment	\$ 4,200.00	\$ -	\$ 0.00	\$ 4,200.00	\$4,200.00	\$0.00
2.3	Noise Study	\$ 8,400.00	\$ 2,200.00	\$2,200.00	\$10,600.00	\$4,483.00	\$6,117.00
2.4	Air Quality/Kitchenhouse Gas Emissions Study	\$ 8,400.00	\$ -	\$ 0.00	\$ 8,400.00	\$804.00	\$8,400.00
3.1	Evaluate NCE Comment Letters	\$ 1,500.00	\$ -	\$ 0.00	\$ 1,500.00	\$0.00	\$1,500.00
3.2	Prepare Administrative Draft EIR	\$ 52,065.00	\$ 12,230.00	\$12,230.00	\$ 64,305.00	\$39,873.75	\$24,331.25
3.3	Prepare 2nd and 3rd Administrative Draft EIRs	\$ 11,885.00	\$ -	\$ 0.00	\$ 11,885.00	\$0.00	\$11,885.00
3.4	Prepare Mitigation Monitoring and Reporting Program	\$ 2,000.00	\$ -	\$ 0.00	\$ 2,000.00	\$0.00	\$2,000.00
3.5	Prepare Notice of Completion and Public Review Draft EIR	\$ 7,920.00	\$ -	\$ 0.00	\$ 7,920.00	\$0.00	\$7,920.00
4.1	Prepare Responses to Public Comments and Administrative Draft Final EIR	\$ 12,035.00	\$ -	\$ 0.00	\$ 12,035.00	\$0.00	\$12,035.00
4.2	Prepare Findings of Fact and Statement of Overriding Considerations	\$ 7,500.00	\$ -	\$ 0.00	\$ 7,500.00	\$0.00	\$7,500.00
4.3	Prepare and Post Notice of Determination	\$ 515.00	\$ -	\$ 0.00	\$ 515.00	\$0.00	\$515.00
5.1	Meetings, Correspondence, and Coordination	\$ 17,925.00	\$ 4,500.00	\$4,500.00	\$ 22,425.00	\$11,282.50	\$11,142.50
5.2	Review of Technical Studies	\$ 7,500.00	\$ -	\$ 0.00	\$ 7,500.00	\$4,582.50	\$2,917.50
5.3	Prepare For, Attend, and Present at Public Hearings	\$ 3,600.00	\$ -	\$ 0.00	\$ 3,600.00	\$0.00	\$3,600.00
5.4	Document Publishing and Coordination	\$ 5,125.00	\$ -	\$ 0.00	\$ 5,125.00	\$3,412.50	\$1,703.75
5.5	Administrative Record Filing	\$ 4,800.00	\$ -	\$ 0.00	\$ 4,800.00	\$1,081.25	\$3,718.75
6.1	Deliverables	\$ 9,345.00	\$ -	\$ 0.00	\$ 9,345.00	\$3,077.08	\$6,267.92
TOTALS:		\$ 183,095.00	\$ 20,200.00	\$ 20,200.00	\$ 203,295.00	\$ 87,371.33	\$ 115,923.67