

**AMENDMENT NO. 3 TO
PROFESSIONAL SERVICES AGREEMENT
CIP 22-24 CIVIC CENTER PARKING LOT IMPROVEMENT PROJECT
(CIVIL DESIGN PLANS, SPECIFICATIONS, AND ESTIMATE (“PS&E”) SERVICES)**

This is Amendment No. 3 (“Amendment No. 3”) to that certain Professional Services Agreement (“Agreement”) made on **March 16, 2022** between the City of Menifee (“City”) and **KIMLEY-HORN AND ASSOCIATES, INC.** (“Consultant”) for **CIP 22-24 CIVIC CENTER PARKING LOT IMPROVEMENT PROJECT (CIVIL DESIGN PLANS, SPECIFICATIONS, AND ESTIMATE (“PS&E”) SERVICES)** as amended by that certain Amendment No. 1 to the Agreement entered into on **May 17, 2023** (“Amendment No. 1”), as amended by that certain Amendment No. 2 to the Agreement entered into on **March 6, 2024** (“Amendment No. 2”), which this Amendment No. 3 is made and entered into on _____, **2025** to extend the term, increase the compensation amount, and augment the scope of work as indicated below:

1. Capitalized terms used but not defined in this Amendment No. 3 shall have the meanings ascribed to them in the Agreement.
2. Section 1.1, “Term of Services” is amended to read as follows:

1.1 Term of Services. The term of this Agreement shall begin on **March 16, 2022** and shall end on **December 31, 2025** unless the term of the Agreement is otherwise terminated or extended as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

3. **SECTION 2**, “Compensation” is amended to increase the maximum compensation by **FORTY TWO THOUSAND FOUR HUNDRED THIRTY NINE DOLLARS AND TWENTY TWO CENTS (\$42,439.22)**, and is amended to read as follows:

SECTION 2. COMPENSATION.

City hereby agrees to pay Consultant a sum not to exceed **THREE HUNDRED NINETY FIVE THOUSAND FIVE HUNDRED FORTY THREE DOLLARS AND TWENTY TWO CENTS (\$395,543.22)** notwithstanding any contrary indications that may be contained in Consultant's proposal, for the Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. City shall pay Consultant for the Services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for the Services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Consultant shall not bill City for duplicate services performed by more than one person.

4. Exhibit A, “Scope of Services” is supplemented to include the supplement attached as Exhibit A hereto. The supplement to the “Scope of Services” is not intended to replace the

original Exhibit A to the Agreement, but instead to augment and increase the scope of work listed in the original Exhibit A to the Agreement. The initial paragraph of the original Exhibit A, "Scope of Services", to the Agreement is amended to read as follows:

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide **CIP 22-24 CIVIC CENTER PARKING LOT IMPROVEMENT PROJECT (CIVIL DESIGN PLANS, SPECIFICATIONS, AND ESTIMATE ("PS&E") SERVICES)** in the amount not to exceed **THREE HUNDRED NINETY FIVE THOUSAND FIVE HUNDRED FORTY THREE DOLLARS AND TWENTY TWO CENTS (\$395,543.22)** as further detailed in the following page(s).

5. All other terms and conditions of the Agreement remain in full force and effect.
6. This Amendment No. 3 may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

(Signatures on Following Page)

CITY OF MENIFEE

KIMLEY-HORN AND ASSOCIATES, INC.

Armando G. Villa, City Manager

Anthony Podegracz, Senior Vice
President

Attest:

Megan Ulery, Shareholder

Stephanie Roseen, City Clerk

Approved as to Form:

Jeffrey T. Melching, City Attorney

EXHIBIT A Supplement to Scope of Services

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Exhibit A to Amendment Number 3,
dated April 25, 2025.

Purpose of the Amendment

The Kimley-Horn team are providing additional services beyond what was initially scoped, which includes archaeology monitoring and construction support.

Scope of Services

Kimley-Horn will provide the services specifically set forth below up to the corresponding effort identified in **Exhibit B**.

Task 1: PROJECT ADMINISTRATION, MEETING & COORDINATION

Task 1.1 – Project Administration and Meetings

Additional coordination effort between Kimley-Horn and the City for the remainder of the construction period as shown in **Exhibit B**.

Task 4: ENVIRONMENTAL

Task 4.2 – Archaeological Monitoring Plan/Review of Tribal Material

Based on the remaining construction activities scheduled for the project, it is anticipated that an additional six weeks of construction excavation will be needed. Additional effort identified to cover this monitoring period is as shown in **Exhibit B**.

Task 4.3 – Burrowing Owl Suitability Assessment

Based on the absence of the burrowing owl as determined by the Biologist survey, the remaining budget for this task will be reallocated to Task 8 to continue to provide Construction Phase Services.

Task 8: BID AND CONSTRUCTION PHASE SERVICES

Kimley-Horn worked with the City on revisions to the final design that included:

- Removal the shared driveway between the Civic Center parking lot and the Fairfield Inn and Suites hotel.
- Redesign of meandering sidewalk to include flush access to newly proposed ADA parking stalls. This resulted in revisions to landscaping and irrigation plans.
- Revisions to parking lot light location and EV conduits and pullbox placements.
- Additional coordination with City staff.

Kimley-Horn will also continue to provide construction phase services that will include responding to RFI's and preparing construction revisions.

FEE AND BILLING

Kimley-Horn will perform the additional scope of services outlined above on a time and materials basis of **\$42,439.22**.



**AMENDMENT NUMBER 3 TO THE AGREEMENT BETWEEN THE CLIENT AND
KIMLEY-HORN AND ASSOCIATES**

AMENDMENT NUMBER 3 DATED April 25, 2025 to the agreement between City of Menifee, ("Client") and Kimley-Horn and Associates, Inc., ("Consultant") concerning the CIP 22-24 Civic Center Parking Lot (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Consultant and provisions for additional compensation by the Client to the Consultant, all as set forth in Exhibit A hereto. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

CLIENT:

CITY OF MENIFEE

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

City of Menifee
CIP 22-24 Civic Center Parking Lot (AMENDMENT #3)
April 2025

Task Description				Total KHA Hours	KHA Cost	BCR	ELMT	Total Cost
	Professional II	Analyst I	Support Staff					
	\$ 255.00	\$ 170.00	\$ 135.00					
Task 1 – PROJECT ADMINISTRATION, MEETINGS & COORDINATION	6	0	6	12	\$ 2,340.00	\$ -	\$ -	\$ 2,340.00
1.1 - PROJECT ADMINISTRATION AND MEETINGS	6	0	6	12	\$ 2,340.00	\$ -	\$ -	\$ 2,340.00
Project Management and Coordination	6		6	12	\$ 2,340.00			\$ 2,340.00
Task 4 – ENVIRONMENTAL SUPPORT	0	0	0	0	\$ -	\$ 27,800.00	\$ (3,965.39)	\$ 23,834.61
4.2 - ARCHAEOLOGICAL MONITORING PLAN/REVIEW OF TRIBAL MATERIAL	0	0	0	0	\$ -	\$ 27,800.00	\$ -	\$ 27,800.00
				0	\$ -	\$ 27,800.00		\$ 27,800.00
4.3 - BURROWING OWL SUITABILITY ASSESSMENT	0	0	0	0	\$ -	\$ -	\$ (3,965.39)	\$ (3,965.39)
Reallocate Budget to Task 8				0	\$ -		\$ (3,965.39)	\$ (3,965.39)
Task 8 – BID AND CONSTRUCTION PHASE SERVICES	32	71	0	78	\$ 16,264.61	\$ -	\$ -	\$ 16,264.61
8.1 - CONSTRUCTION PHASE SERVICES	32	71	0	78	\$ 16,264.61	\$ -	\$ -	\$ 16,264.61
Construction Phase Services - Previous Effort	22	56		78	\$ 15,130.00			\$ 15,130.00
Construction Phase Services - Future Effort	10	15			\$ 5,100.00			\$ 5,100.00
Budget Reallocation					\$ (3,965.39)			\$ (3,965.39)
Expenses								\$ -
Total	38	71	6	90	\$ 18,605	\$ 27,800	\$ (3,965)	\$ 42,439.22