

**AMENDMENT NO. 2 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. 2 ("Amendment No. 2") 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"), which this Amendment No. 2 is made and entered into on _____, **2024** 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. 2 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 **June 30, 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 **(THIRTY THREE THOUSAND FOUR HUNDRED FORTY DOLLARS AND ZERO CENTS) \$33,440.00**, and is amended to read as follows:

SECTION 2. COMPENSATION.

City hereby agrees to pay Consultant a sum not to exceed **(THREE HUNDRED FIFTY THREE THOUSAND ONE HUNDRED FOUR DOLLARS AND ZERO CENTS) \$353,104.00** 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 FIFTY THREE THOUSAND ONE HUNDRED FOUR DOLLARS AND ZERO CENTS) \$353,104.00** 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. 1 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

Sarah Manwaring, City Clerk

Approved as to Form:

Jeffrey T. Melching, City Attorney

EXHIBIT A

Supplement to Scope of Services

[Attached]

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Exhibit A to Amendment Number 2,
dated December 20, 2023.

Purpose

Kimley-Horn working with several of the agencies to obtain permits and approvals for the proposed improvements. The effort includes additional revisions to the construction documents. Additional coordination efforts with the utility companies have been necessary to keep the project on track that are beyond the effort previously approved for this project.

These additional services are beyond the scope of the original task order and an amendment to the contract is needed at this time.

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 duration of this work as shown in **Exhibit B**.

Task 1.2: SCE, CHARTER, FRONTIER, EMWD and RCFCD Coordination

Kimley-Horn continues to coordinate with the utility providers and other reviewing agencies. Additional coordination effort beyond what was initially approved for this task is needed to continue to assist the City with the coordination and processing of the final plans through these agencies including coordination for the relocation of existing facilities in conflict with the proposed improvements. This additional effort is as shown in **Exhibit B**.

Task 2: ADDRESSING ADDITIONAL COMMENTS

Kimley-Horn is working with EMWD and RCFCD on plans revisions that require additional effort beyond what was originally approved for this task. Preparation of irrigation plans in EMWD format that was different from the City that included layer revisions and a separate plan set that was not included in the original scope of work. Additional comments from RCFCD to clearly identify maintenance responsibilities. Additional revisions to the plans based on comments from the City after final revisions were completed including updating plans to incorporate structural foundations and landscape revisions. BMP design revisions to accommodate recoverable slopes and resizing to accommodate detention area based on City comments. This additional effort is as shown in **Exhibit B**.

FEE AND BILLING

Kimley-Horn will perform the additional scope of services outlined above on a time and materials basis of **\$33,440.00**.

EXHIBIT B

City of Menifee

CIP 22-24 Civic Center Parking Lot (AMENDMENT #1)

December 2023

Task Description				Total KHA Hours	KHA Cost	Total Cost
	Professional I	Analyst I	Support Staff			
	\$ 223.00	\$ 158.00	\$ 124.00			
Task 1 – PROJECT ADMINISTRATION, MEETINGS & COORDINATION	35	16	4	55	\$ 10,829.00	\$ 10,829.00
1.1 - PROJECT ADMINISTRATION AND MEETINGS	10	0	4	14	\$ 2,726.00	\$ 2,726.00
Project Management and Coordination	10		4	14	\$ 2,726.00	\$ 2,726.00
1.2 - SCE, CHARTER, FRONTIER, EMWD and RCFCO COORDINATION	25	16	0	41	\$ 8,103.00	\$ 8,103.00
SCE	5	4		9	\$ 1,747.00	\$ 1,747.00
Charter	5	2		7	\$ 1,431.00	\$ 1,431.00
Frontier	5	2		7	\$ 1,431.00	\$ 1,431.00
EMWD	5	4		9	\$ 1,747.00	\$ 1,747.00
RCFCO	5	4		9	\$ 1,747.00	\$ 1,747.00
Task 2 – ADDRESSING ADDITIONAL COMMENTS	27	105	0	132	\$ 22,611.00	\$ 22,611.00
Landscape and Irrigation Plans	10	70		80	\$ 13,290.00	\$ 13,290.00
Civil Plans	15	35		50	\$ 8,875.00	\$ 8,875.00
Spec Revisions	2			2	\$ 446.00	\$ 446.00
Expenses						\$ -
Total	62	121	4	187	\$ 33,440	\$ 33,440.00