

**AMENDMENT NO. 2 TO
AGREEMENT BETWEEN Cannon Parkin Inc (dba "CannonDesign")
AND THE CITY OF MENIFEE FOR CIP No. 21-04 NEW FIRE STATION NO. 5 -
ARCHITECTURAL AND ENGINEERING SERVICES**

This is Amendment No. 2 to that certain AGREEMENT for Professional Services Agreement ("Agreement") made on **April 21, 2021** between the City of Menifee ("City") and **Cannon Parkin Inc (dba "CannonDesign")** ("Consultant") for **CIP No. 21-04 NEW FIRE STATION NO. 5 - ARCHITECTURAL AND ENGINEERING SERVICES** which Amendment No. 2 is made and entered into on the 16th of February, 2022 to extend the term of service, increase the scope of work and compensation amount as indicated below:

1. 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 the **April 21, 2021** and shall end on **June 30, 2023** 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.

2. Section 2, "Compensation" is amended to increase the maximum compensation by **\$349,713.00 (THREE HUNDRED FORTY NINE THOUSAND SEVEN HUNDRED THIRTEEN DOLLARS AND ZERO CENTS)**, and is amended to read as follows:

Section 2. COMPENSATION.

City hereby agrees to pay Consultant a sum not to exceed **\$962,060.00 (NINE HUNDRED SIXTY TWO THOUSAND SIXTY DOLLARS AND ZERO CENTS)** notwithstanding any contrary indications that may be contained in Consultant's proposal, for 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 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 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.

3. Exhibit A, Scope of Services is supplemented to include **Amendment No. 1 Scope of Work Additional Work**, which supplement is attached as Exhibit A hereto. **"Amendment No. 1 Scope of Work Additional Work (Amendment No. 1)"** 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.
4. All other terms and conditions of the Agreement remain in full force and effect.

CITY OF MENIFEE

DocuSigned by:



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Armando G. Villa, City Manager

CannonDesign

DocuSigned by:



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Brandon Dekker-Principal

Attest:

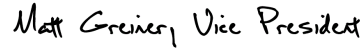
DocuSigned by:



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Sarah A. Manwaring, City Clerk

DocuSigned by:



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Matt Greiner-Senior Vice President

Approved as to Form:

DocuSigned by:



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Jeffrey T. Melching, City Attorney

Exhibit A: Amendment No. 1 Scope of Work Additional Work (Amendment No. 1)

(See following pages for additional detail)

CANNONDESIGN

Additional Services Authorization Letter 001 Time & Materials Compensation

PROJECT: 006219.01 / City of Menifee New Fire Station #5 CONSTRUCTION ADMINISTRATION SERVICES ADD SERVICE 001		
AGREEMENT DATE: April 21, 2021		
AMENDMENT DATE: November 17, 2021		
PARTY INFORMATION:	Client:	City of Menifee
	Name:	Carlos Geronimo Principal Engineer Capital Improvement Projects (CIP)
	Address:	City of Menifee 29844 Haun Road Menifee, CA 92586

The Parties amend the Agreement as follows:

AMENDMENT TO THE SCOPE OF WORK:	<p>As discussed, and in accordance with our Professional Services Agreement ("Agreement") dated April 21, 2021, we have set up an additional services project number AS-001 in connection with Construction Administration Services and Post Construction Services.</p> <p>Scope of Services Based upon the above understanding for this scope, the CannonDesign team of professionals remains unchanged. These services will be provided by the following disciplines:</p> <table style="margin-left: 40px;"> <tr> <td>i. Architecture + Interior Design</td> <td>CannonDesign</td> </tr> <tr> <td>ii. Civil Engineering</td> <td>Armstrong & Brooks</td> </tr> <tr> <td>iii. Landscape Architecture</td> <td>GroundLevel</td> </tr> <tr> <td>iv. Structural Engineering</td> <td>CannonDesign</td> </tr> <tr> <td>v. Mechanical Engineering</td> <td>CannonDesign</td> </tr> <tr> <td>vi. Plumbing Engineering</td> <td>CannonDesign</td> </tr> <tr> <td>vii. Electrical Engineering</td> <td>CannonDesign</td> </tr> </table> <p>Scope of Work It is our understanding that these additional services consist of the following:</p> <p>1. Construction Administration Phase:</p> <p>1.1. CannonDesign will advise and consult with the City during the Construction Phase and, upon selection of the contractor, provide administration services as with the following activities:</p> <p>1.1.1. Attend a maximum of eight (8) project meetings over the 40-week construction schedule.</p>	i. Architecture + Interior Design	CannonDesign	ii. Civil Engineering	Armstrong & Brooks	iii. Landscape Architecture	GroundLevel	iv. Structural Engineering	CannonDesign	v. Mechanical Engineering	CannonDesign	vi. Plumbing Engineering	CannonDesign	vii. Electrical Engineering	CannonDesign
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**Additional Services Authorization Letter 001
Time & Materials Compensation**

	<div>1.1.1.1. Provide construction observation report each of the eight (8) site visits.</div> <div>1.1.2. Review Contractor's Submittals.</div> <div>1.1.3. Respond to Contractor's Requests for Information.</div> <div>1.1.4. Review Contractor's Payment Applications.</div> <div>1.1.5. Review Contractor Change Proposals consistent with requirements of the specifications.</div> <div>1.1.6. Complete one punch list at Substantial Completion.</div> <div>2. Post Construction Phase:</div> <div>2.1.1. Digital Record Drawings at completion of construction based on Contractor As-Builts.</div> <div>2.1.2. Conduct a project walk with City staff and General Contractor after nine months to review items subject to warranties.</div>																																																																											
AMENDMENT TO COMPENSATION:	<div>Provide services on an Hourly Time and Material Basis, based on rates from the Agreement. The following is the anticipated cost breakdown:</div> <table><thead><tr><th></th><th></th><th>CA</th><th>Post-CA</th><th>Total</th></tr></thead><tbody><tr><td colspan="5">BASIC SERVICES</td></tr><tr><td>Architecture + Interior Design</td><td>\$</td><td>173,979</td><td>\$ 3,248</td><td>\$ 177,227</td></tr><tr><td>Civil</td><td>As needed T&M per City's Direction</td><td></td><td>\$ 1,910</td><td>\$ 1,910</td></tr><tr><td>Landscape</td><td>As needed T&M per City's Direction</td><td></td><td>\$ 585</td><td>\$ 585</td></tr><tr><td>Structural</td><td>\$</td><td>15,000</td><td>\$ 4,500</td><td>\$ 19,500</td></tr><tr><td>Mechanical/Plumbing/Electrical</td><td>\$</td><td>32,670</td><td>\$ 1,100</td><td>\$ 33,770</td></tr><tr><td>Hardware</td><td>\$</td><td>1,500</td><td>\$ 500</td><td>\$ 2,000</td></tr><tr><td>SUB-TOTAL</td><td>\$</td><td>223,149</td><td>\$ 11,843</td><td>\$ 234,992</td></tr><tr><td colspan="5">SUPPLEMENTAL SERVICES</td></tr><tr><td>TECHNOLOGY</td><td>As needed T&M per City's Direction</td><td></td><td>\$ 450</td><td>\$ 450</td></tr><tr><td>FIRE PROTECTION</td><td>As needed T&M per City's Direction</td><td></td><td>\$ 450</td><td>\$ 450</td></tr><tr><td>LEED COORDINATION</td><td>\$</td><td>-</td><td>\$ -</td><td>\$ -</td></tr><tr><td>SUB-TOTAL</td><td></td><td></td><td>\$ 900</td><td>\$ 900</td></tr><tr><td>TOTAL</td><td>\$</td><td>223,149</td><td>\$ 12,743</td><td>\$ 235,892</td></tr></tbody></table>			CA	Post-CA	Total	BASIC SERVICES					Architecture + Interior Design	\$	173,979	\$ 3,248	\$ 177,227	Civil	As needed T&M per City's Direction		\$ 1,910	\$ 1,910	Landscape	As needed T&M per City's Direction		\$ 585	\$ 585	Structural	\$	15,000	\$ 4,500	\$ 19,500	Mechanical/Plumbing/Electrical	\$	32,670	\$ 1,100	\$ 33,770	Hardware	\$	1,500	\$ 500	\$ 2,000	SUB-TOTAL	\$	223,149	\$ 11,843	\$ 234,992	SUPPLEMENTAL SERVICES					TECHNOLOGY	As needed T&M per City's Direction		\$ 450	\$ 450	FIRE PROTECTION	As needed T&M per City's Direction		\$ 450	\$ 450	LEED COORDINATION	\$	-	\$ -	\$ -	SUB-TOTAL			\$ 900	\$ 900	TOTAL	\$	223,149	\$ 12,743	\$ 235,892
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AMENDMENT TO SCHEDULE:	<div>Construction Administration Phase: 40-weeks</div> <div>Post-Construction Phase: 2-weeks + One site walk nine months after Substantial Completion</div>																																																																											

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**Additional Services Authorization Letter 001
Time & Materials Compensation**

All of the other terms and conditions contained in the Agreement shall remain valid and in full force and effect.

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Additional Services Authorization Letter 002 Lump Sum Compensation

PROJECT: 006219.02 / City of Menifee New Fire Station #5 PROJECT SCOPE EXPANSION ADD SERVICE 002		
AGREEMENT DATE: April 21, 2021		
AMENDMENT DATE: December 15, 2021		
PARTY INFORMATION:	Client:	City of Menifee
	Name:	Carlos Geronimo Principal Engineer Capital Improvement Projects (CIP)
	Address:	City of Menifee 29844 Haun Road Menifee, CA 92586

The Parties amend the Agreement as follows:

AMENDMENT TO THE SCOPE OF WORK:	<p>As discussed, and in accordance with our Professional Services Agreement ("Agreement") dated April 21, 2021, we have set up an additional services project number AS-002 in connection with Additional Architectural and Engineering services for scope expansion items.</p> <p>Scope of Services Based upon the above understanding for this scope, the CannonDesign team of professionals remains unchanged. These services will be provided by the following disciplines:</p> <table style="margin-left: 40px;"> <tr> <td>i. Architecture + Interior Design</td> <td>CannonDesign</td> </tr> <tr> <td>ii. Civil Engineering</td> <td>Armstrong & Brooks</td> </tr> <tr> <td>iii. Landscape Architecture</td> <td>GroundLevel</td> </tr> <tr> <td>iv. Structural Engineering</td> <td>CannonDesign</td> </tr> <tr> <td>v. Mechanical Engineering</td> <td>CannonDesign</td> </tr> <tr> <td>vi. Plumbing Engineering</td> <td>CannonDesign</td> </tr> <tr> <td>vii. Electrical Engineering</td> <td>CannonDesign</td> </tr> </table> <p>Scope of Work It is our understanding that these additional services consist of the following:</p> <p>1. Program / Area Expansion:</p> <ol style="list-style-type: none"> a. Base building area/program increased from approximately 6,500 square feet as proposed to 8,935 square feet (137% increase). b. Construction cost increase for additional/expanded program from \$4,200,000 to \$6,700,000 (159% increase). 	i. Architecture + Interior Design	CannonDesign	ii. Civil Engineering	Armstrong & Brooks	iii. Landscape Architecture	GroundLevel	iv. Structural Engineering	CannonDesign	v. Mechanical Engineering	CannonDesign	vi. Plumbing Engineering	CannonDesign	vii. Electrical Engineering	CannonDesign
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Additional Services Authorization Letter 002 Lump Sum Compensation

	<p>2. Photovoltaic (PV) Panels:</p> <p>a. The PV generation scope under consideration includes a PV array mounted on south fire station App Bay roof. Infrastructure will be provided for installation of the PV array. Size and capacity to be determined based on available roof area and will be a separate submittal by the contractor.</p> <p>3. Off-Site Improvements:</p> <p>a. Additional Off-Site improvements to include design of Integrated Traffic Signal at Goetz Road.</p> <p>4. Supplemental Services Credit/Deduction for Omission of LEED Documentation and Certification:</p> <p>a. Per received direction from the City of Menifee of 9/30/21, LEED Documentation and Certification is omitted from the project.</p> <p>b. Labor for architectural and engineering support required for normal certification is omitted from scope of work.</p> <p>c. Credit of (\$24,000) is provided.</p>																														
AMENDMENT TO COMPENSATION:	<p>1. Program / Area Expansion:</p> <table border="0"> <tr><td>Architectural & Interior Design:</td><td style="text-align: right;">\$ 69,442</td></tr> <tr><td>Structural:</td><td style="text-align: right;">\$ 11,261</td></tr> <tr><td>Mechanical:</td><td style="text-align: right;">\$ 8,038</td></tr> <tr><td>Plumbing:</td><td style="text-align: right;">\$ 3,264</td></tr> <tr><td>Electrical:</td><td style="text-align: right;">\$ 7,752</td></tr> <tr><td>TOTAL</td><td style="text-align: right;">\$ 99,757</td></tr> </table> <p>2. Photovoltaic (PV) Panels:</p> <table border="0"> <tr><td>Architectural & Interior Design:</td><td style="text-align: right;">\$ 5,170</td></tr> <tr><td>Structural:</td><td style="text-align: right;">\$ 6,854</td></tr> <tr><td>Electrical:</td><td style="text-align: right;">\$ 8,133</td></tr> <tr><td>TOTAL</td><td style="text-align: right;">\$ 20,157</td></tr> </table> <p>3. Off-Site Improvements:</p> <table border="0"> <tr><td>Architectural:</td><td style="text-align: right;">\$ 10,275</td></tr> <tr><td>Civil:</td><td style="text-align: right;">\$ 6,000</td></tr> <tr><td>Electrical:</td><td style="text-align: right;">\$ 1,632</td></tr> <tr><td>TOTAL</td><td style="text-align: right;">\$ 17,907</td></tr> </table> <p>4. LEED Documentation credit:</p> <table border="0"> <tr><td>Deduct (100%)</td><td style="text-align: right;">(\$ 24,000)</td></tr> </table> <p>TOTAL FEE: \$ 113,821</p>	Architectural & Interior Design:	\$ 69,442	Structural:	\$ 11,261	Mechanical:	\$ 8,038	Plumbing:	\$ 3,264	Electrical:	\$ 7,752	TOTAL	\$ 99,757	Architectural & Interior Design:	\$ 5,170	Structural:	\$ 6,854	Electrical:	\$ 8,133	TOTAL	\$ 20,157	Architectural:	\$ 10,275	Civil:	\$ 6,000	Electrical:	\$ 1,632	TOTAL	\$ 17,907	Deduct (100%)	(\$ 24,000)
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Deduct (100%)	(\$ 24,000)																														



Additional Services Authorization Letter 002
Lump Sum Compensation

AMENDMENT TO SCHEDULE:	8 additional weeks in Construction Document Phase from written approval.
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All of the other terms and conditions contained in the Agreement shall remain valid and in full force and effect.