

**AMENDMENT NO. 5 TO
PROFESSIONAL SERVICES AGREEMENT
CIP NO. 21-04 NEW FIRE STATION NO. 5
ARCHITECTURAL AND ENGINEERING SERVICES**

This is Amendment No. 5 ("Amendment No. 5") to that certain Professional Services Agreement ("Agreement") made on April 21, 2021 between the City of Menifee ("City") and **CANNON DESIGN** Cannon Parkin Inc (dba "CannonDesign") ("Consultant") for **CIP NO. 21-04 NEW FIRE STATION NO. 5 ARCHITECTURAL AND ENGINEERING SERVICES** as amended by that certain Amendment No. 1 to the Agreement entered into on February 4, 2022 ("Amendment No. 1"), amended by that certain Amendment No. 2 to the Agreement entered into on February 16, 2022 ("Amendment No. 2") as amended by that certain Amendment No. 3 to the Agreement entered into on June 21, 2023 ("Amendment No. 3"), as amended by that certain Amendment No. 4 to the Agreement entered into on June 19, 2024 ("Amendment No. 4"), which this Amendment No. 5 is made and entered into on _____, 2024 to extend the term of the agreement as indicated below:

1. Capitalized terms used but not defined in this Amendment No. 5 shall have the meanings ascribed to them in the Agreement.
2. Section 2, "Compensation" is amended to increase the maximum compensation by **\$37,770.00 (THIRTY SEVEN THOUSAND SEVEN HUNDRED SEVENTY 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 **\$999,830.00 (NINE HUNDRED NINETY NINE THOUSAND EIGHT HUNDRED THIRTY 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. 5 Scope of Work Additional Work**, which supplement is attached as Exhibit A hereto. "**Amendment No. 5 Scope of Work Additional Work (Amendment No. 5)**" 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.
5. This Amendment No. 5 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

CannonDesign

Armando G. Villa, City Manager

Brandon Dekker-Principal

Attest:

Kian Farr, Associate Vice President

Stephanie Roseen, Acting City Clerk

Approved as to Form:

Jeffrey T. Melching, City Attorney

EXHIBIT A
Amendment No. 5 Scope of Work Additional Work

CANNONDESIGN

Additional Services Authorization Letter 003
Time & Materials Compensation

PROJECT: 006219.03 / City of Menifee Quail Valley Fire Station #5 CONSTRUCTION ADMINISTRATION SERVICES ADD SERVICE 003		
AGREEMENT DATE: April 21, 2021		
AMENDMENT DATE: October 31, 2024		
PARTY INFORMATION:	Client:	City of Menifee
	Name:	Carlos Geronimo Engineering Manager 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-003 in connection with Construction Administration Services and Post Construction Services.</p> <p>Scope of Services Based upon our understanding for this scope, the CannonDesign team of professionals remains unchanged. These services will be provided by the following disciplines:</p> <table><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>CannonDesign is requesting additional compensation for Construction Administration Services and Post Construction Services, as a result of the extended construction duration, to complete the construction administration, and post construction activities outlined below</p> <p>The construction duration of the project was extended from October 2023 Substantial Completion to November 2024 Substantial Completion and to Aug 2025 to accommodate a single nine month post Substantial Completion project walk.</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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vii. Electrical Engineering	CannonDesign														

**Additional Services Authorization Letter 003
Time & Materials Compensation**

	<p>1. Construction Administration Phase_Extended duration:</p> <p>1.1. CannonDesign will continue to advise and consult with the City during the Construction Phase providing administration services (during the duration Nov 2024 thru mid Dec 2024) for the following activities:</p> <p>1.1.1. Attend a maximum of eight (6) virtual one hour OAC project meetings.</p> <p>1.1.2. Respond to Contractor's Requests for Information.</p> <p>1.1.3. Review Contractor's Payment Applications.</p> <p>1.1.4. Complete one punch list at Substantial Completion.</p> <p>2. Post Construction Phase:</p> <p>2.1.1. Digital Record Drawings at completion of construction based on Contractor provided As-Builts.</p> <p>2.1.2. Conduct a single project walk with City staff and General Contractor after nine months to review items subject to warranties.</p>																																																															
AMENDMENT TO COMPENSATION:	<p>Provide services on an Hourly Time and Material Basis, based on rates from the Agreement. The following is the anticipated cost breakdown:</p> <table><tr><th colspan="2">BASIC SERVICES</th><th></th><th></th><th></th><th></th><th>Extended CA/ Post CA</th></tr><tr><td>Architecture + Interior Design</td><td></td><td>CannonDesign</td><td></td><td>\$</td><td></td><td>9,870</td></tr><tr><td>Civil</td><td></td><td>Armstrong & Brooks</td><td></td><td>\$</td><td></td><td>5,000</td></tr><tr><td>Landscape</td><td></td><td>GroundLevel</td><td></td><td>\$</td><td></td><td>5,000</td></tr><tr><td>Structural</td><td></td><td>CannonDesign</td><td></td><td>\$</td><td></td><td>1,500</td></tr><tr><td>Mechanical</td><td></td><td>CannonDesign</td><td></td><td>\$</td><td></td><td>8,400</td></tr><tr><td>Plumbing</td><td></td><td>CannonDesign</td><td></td><td>\$</td><td></td><td>4,000</td></tr><tr><td>Electrical</td><td></td><td>CannonDesign</td><td></td><td>\$</td><td></td><td>4,000</td></tr><tr><td colspan="2">SUB-TOTAL</td><td></td><td></td><td>\$</td><td></td><td>37,770</td></tr></table>	BASIC SERVICES						Extended CA/ Post CA	Architecture + Interior Design		CannonDesign		\$		9,870	Civil		Armstrong & Brooks		\$		5,000	Landscape		GroundLevel		\$		5,000	Structural		CannonDesign		\$		1,500	Mechanical		CannonDesign		\$		8,400	Plumbing		CannonDesign		\$		4,000	Electrical		CannonDesign		\$		4,000	SUB-TOTAL				\$		37,770
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AMENDMENT TO SCHEDULE:	<p>Construction Administration Phase: 6-weeks (Nov 2024 thru mid Dec 2024)</p> <p>Post Construction: 2-weeks + One site walk nine months after Substantial Completion</p>																																																															

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