

**AMENDMENT NO. 2 TO  
PROFESSIONAL SERVICES AGREEMENT  
CIP 13-03 HOLLAND ROAD OVERPASS PROJECT  
(CONSTRUCTION MANAGEMENT SERVICES)**

This is Amendment No. ("Amendment 1") to that certain Professional Services Agreement ("Agreement") made on November 3, 2021 between the City of Menifee ("City") and **SOUTHSTAR ENGINEERING & CONSULTING, INC.** ("Consultant") for **CIP 13-03 HOLLAND ROAD OVERPASS PROJECT (CONSTRUCTION MANAGEMENT SERVICES)** as amended by that certain Amendment No. 1 to the Agreement entered into on November 15, 2023 ("Amendment No. 1") which this Amendment No. 2 is made and entered into on \_\_\_\_\_, **2024** to increase the compensation amount, and augment the scope of services 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 2**, "Compensation" is amended to increase the maximum compensation by **Two Hundred Twenty Eight Thousand Dollars and Zero Cents (\$228,000.00)**, and is amended to read as follows:

**SECTION 2. COMPENSATION.**

City hereby agrees to pay Consultant a sum not to exceed **Four Million Six Hundred Twenty Eight Thousand Six Hundred Forty Two Dollars and Seventy Four Cents (\$4,628,642.74)** 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.

3. 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:

**SCOPE OF SERVICES**

Consultant shall provide CIP 13-03 HOLLAD ROAD OVERPASS PROJECT (CONSTRUCTION MANAGEMENT SERVICES), in the amount not to exceed **Four Million Six Hundred Twenty Eight Thousand Six Hundred Forty Two Dollars and Seventy Four Cents (\$4,628,642.74)** as further detailed in the following page(s).

4. All other terms and conditions of the Agreement remain in full force and effect.
5. This Amendment No. 2 may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

CITY OF MENIFEE

SOUTHSTAR ENGINEERING &  
CONSULTING, INC.

\_\_\_\_\_  
Armando G. Villa, City Manager

\_\_\_\_\_  
Amr Abuelhassan, Executive Vice  
President/CFO

Attest:

\_\_\_\_\_  
Yvette Kirrin, President

\_\_\_\_\_  
Stephanie Roseen, Acting City Clerk

Approved as to Form:

\_\_\_\_\_  
Jeffrey T. Melching, City Attorney

EXHIBIT A  
SUPPLEMENT TO SCOPE OF SERVICES  
[Attached on the following pages]



July 11, 2024

Mr. Carlos Geronimo, PE  
City of Menifee Engineering Manager

**SUBJECT:** I-215/Holland Road OC - Construction Contract Administration  
Budget Amendment Request No. 2

Dear Mr. Geronimo,

As you are aware, the referenced project has encountered multiple delays caused by various issues including, but not limited to extensive, unexpected weather events during the winter season of 2024. In September 2023, we began discussions pertaining to the first budget augmentation and estimated that this project would be substantially complete by July 2024. Due to the aforementioned delays, the project is now anticipated to be substantially complete by October 2024. This will be three months past the modified estimated completion of July 2024. Note that during the weather delay period we have minimized staff involvement to the extent possible, while continuing to be fully cognizant of preserving the budget while continuing to provide adequate project coverage and documentation. Therefore, we are hereby requesting additional budget for CM services to cover three (3) additional months of services. We have cut our staff allocation to the project for the remaining duration of construction without compromising any of the level of quality.

At this time, we are requesting a budget augmentation of \$228,000 (kindly refer to the attached breakdown for the various budget amendments to each of the cost components of the overall CM budget).

Finally, please be advised that even with the requested increase herein, the expenditures will be less than 17% of the construction capital. For projects of this size and scope, the support to capital is typically around 18-20%. The entire Southstar | DCCM team is confident that with the revised budget, we will continue to provide the needed project coverage and documentation, while continuing to protect the City's interests and deliver a high quality project to the City and Caltrans.

If you have any questions concerning the items described above, please do not hesitate to contact me or the Senior Resident Engineer, Amr Abuelhassan.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jason Bennecke".

Jason Bennecke, PE, MBA, PMP  
Principal In Charge / Project Director  
CEO

EXHIBIT A  
SUPPLEMENT TO SCOPE OF SERVICES  
[Attached on the following pages]



Invoice No.	Period	Southstar	TY Lin	ICF	ZTC	DEA	Connect	RMA	ODCs	Total Invoice
1	Dec-21	\$ 5,245.50								\$ 5,245.50
23	Oct-23	\$ 168,068.00	\$ 123,309.00		\$ 1,587.57			\$ 9,995.00	\$ 2,163.00	\$ 305,122.57
24	Nov-23	\$ 168,960.00	\$ 57,289.50		\$ 3,227.06					\$ 229,477.46
25	Dec-23	\$ 150,497.50		\$ 3,062.89	\$ 2,679.64	\$ 4,830.00		\$ 18,102.50	\$ 1,398.00	\$ 180,570.53
26	Jan-24	\$ 123,543.00	\$ 60,433.50	\$ 16,621.29	\$ 989.64	\$ 1,790.00			\$ 699.00	\$ 204,076.43
27	Feb-24	\$ 81,861.50	\$ 102,993.00	\$ 2,595.00	\$ 12,035.37			\$ 10,640.00	\$ 699.00	\$ 210,823.87
28	Mar-24	\$ 93,280.50			\$ 5,630.91			\$ 5,560.00	\$ 699.00	\$ 105,170.41
29	Apr-24	\$ 75,133.50	\$ 26,047.50		\$ 5,630.91				\$ 699.00	\$ 107,510.91
30	May-24	\$ 106,384.00	\$ 23,041.50		\$ (2,564.44)			\$ 5,417.50	\$ 699.00	\$ 132,977.56
31	Jun-24	\$ 97,360.00			\$ 503.03			\$ 6,335.00	\$ 699.00	\$ 104,897.03
32	Jul-24									
33	Aug-24									
34	Sep-24									
35	Oct-24									
<b>Running Totals</b>		<b>\$ 2,694,039.25</b>	<b>\$ 865,690.50</b>	<b>\$ 155,690.03</b>	<b>\$ 100,791.02</b>	<b>\$ 48,767.80</b>	<b>\$ 6,899.86</b>	<b>\$ 237,269.10</b>	<b>\$ 60,861.72</b>	<b>\$ 4,170,009.28</b>
<b>Budget for Each</b>		<b>\$ 1,683,948.00</b>	<b>\$ 649,650.00</b>	<b>\$ 84,710.20</b>	<b>\$ 116,579.00</b>	<b>\$ 37,644.00</b>	<b>\$ 31,589.83</b>	<b>\$ 257,500.00</b>	<b>\$ -</b>	<b>\$ 2,861,621.03</b>
<b>Amendment 1</b>										
<b>Budget for Each</b>		<b>\$ 690,122.85</b>	<b>\$ 222,926.50</b>	<b>\$ 65,000.00</b>		<b>\$ 20,000.00</b>		<b>\$ 102,744.10</b>	<b>\$ 30,000.00</b>	<b>\$ 1,130,793.45</b>
<b>Remaining</b>										
<b>Budget to Date</b>		<b>\$ (319,968.40)</b>	<b>\$ 6,886.00</b>	<b>\$ (70,979.83)</b>	<b>\$ 15,787.98</b>	<b>\$ (11,123.80)</b>	<b>\$ 24,689.97</b>	<b>\$ 20,230.90</b>	<b>\$ (60,861.72)</b>	<b>\$ (1,308,388.25)</b>
<b>Estimated</b>										
<b>Budget to</b>		<b>\$ 285,000.00</b>	<b>\$ 45,000.00</b>	<b>\$ -</b>		<b>\$ -</b>				<b>\$ 330,000.00</b>
<b>Budget</b>										
<b>Augment</b>		<b>\$ 189,000.00</b>	<b>\$ 39,000.00</b>	<b>\$ -</b>						<b>\$ 228,000.00</b>