

**AMENDMENT NO. 2 TO  
MASTER AGREEMENT FOR PROFESSIONAL ON CALL SERVICES  
ENGINEERING DEPARTMENT  
(TRAFFIC ENGINEERING REVIEW)**

This is Amendment No. 2 ("Amendment No. 2") to that certain Master Agreement for Professional On Call Services ("Agreement") made on **June 21, 2023**, between the City of Menifee ("City") and **PARSONS TRANSPORTATION GROUP** ("Consultant") for **ENGINEERING DEPARTMENT (TRAFFIC ENGINEERING REVIEW)** services, as amended by that certain Amendment No. 1 to the Agreement entered into on **August 21, 2024** ("Amendment No. 1"), which this Amendment No. 2 is made and entered into on \_\_\_\_\_, **2025**, to increase the compensation amount 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. SUBSECTION 3.1, "Not to Exceed Compensation" is amended to read in its entirety as follows, increasing the contract amount by: **ONE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$150,000.00)**.  
  
3.1 Not to Exceed Compensation. Consultant shall be compensated for the Services and any approved reimbursable expenses as set forth in the relevant Purchase Order, and in no event shall City's compensation to Consultant for a Purchase Order exceed the amount set forth therein. Compensation pursuant to this Agreement shall be at the rates set forth in the City's Rate Schedule, attached hereto and incorporated herein by this reference as Exhibit "B" ("Rate Schedule"). The compensation set forth in the Purchase Order represents total compensation payable to Consultant without limitation to compensation for salary, overhead, benefits, fees, or other costs incurred by Consultant in performance of the Purchase Order. In no event shall the total, cumulative compensation paid to Consultant pursuant to this Agreement, including any and all Purchase Orders, exceed **FOUR HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$450,000.00)**.
3. The initial paragraph of the original Exhibit A, to the Agreement is amended to read as follows:

**FORM OF PURCHASE ORDER**

This form of Purchase Order is provided for an example only, and none of the fields set forth herein are guaranteed for any particular Services. The fields of each Purchase Order will vary based on the Services required. In no event shall the total, cumulative compensation paid to Consultant pursuant to this Agreement, including any and all Purchase Orders, exceed **FOUR HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$450,000.00)**.

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.

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CITY OF MENIFEE

PARSONS TRANSPORTATION GROUP

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

\_\_\_\_\_  
Nicole Depuy, Vice President

Attest:

\_\_\_\_\_  
Paul Walker, Vice President

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

Approved as to Form:

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

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