

**AMENDMENT NO. 2 TO  
PROFESSIONAL SERVICES AGREEMENT  
CIP 24-01 CITYWIDE TRAFFIC SIGNAL SAFETY IMPROVEMENT (DESIGN  
SERVICES) (PRELIMINARY ENGINEERING PHASE)**

This is Amendment No. 2 ("Amendment No.2") to that certain Professional Services Agreement ("Agreement") made on May 15, 2024 between the City of Menifee ("City") and **Kimley-Horn and Associates, Inc. ("Consultant")** for **CIP 24-01 Citywide Traffic Signal Safety Improvement (Design Services) (Preliminary Engineering Phase)**, as amended by that certain Amendment No. 1 to the Agreement entered into on July 17, 2024 ("Amendment No. 1"), which this Amendment No. 2 is made and entered into on \_\_\_\_\_, **2024** to increase the compensation and 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 **Thirty Four Thousand Dollars and Zero Cents (\$32,215.00)**, and is amended to read as follows:

**SECTION 2. COMPENSATION.**

City hereby agrees to pay Consultant a sum not to exceed **Two Hundred Seven Thousand Thirty Four Dollars and Thirty Cents (\$207,034.30)** 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 24-01 CITYWIDE TRAFFIC SIGNAL SAFETY IMPROVEMENT (DESIGN SERVICES) (PRELIMINARY ENGINEERING PHASE)**, in the amount not to exceed **Two Hundred Seven Thousand Thirty Four Dollars and Thirty Cents (\$207,034.30)** 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.

(Signatures on Following Page)

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PROFESSIONAL SERVICES AGREEMENT  
CIP 24-01 CITYWIDE TRAFFIC SIGNAL SAFETY IMPROVEMENT (DESIGN SERVICES)  
(PRELIMINARY ENGINEERING PHASE)

**CITY OF MENIFEE**

**CONSULTANT**

\_\_\_\_\_  
Armando Villa, City Manager

\_\_\_\_\_  
Megan Ulery, P.E., LEED, Vice President

Attest:

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

\_\_\_\_\_  
Jean Fares, P.E., Principal

Approved as to Form:

[Note: 2 officer's signatures required if  
Consultant is a corporation, unless provided  
with a certificate of secretary in-lieu]

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

EXHIBIT A  
SUPPLEMENT TO SCOPE OF SERVICES

AMENDMENT NO. 2 TO  
PROFESSIONAL SERVICES AGREEMENT  
CIP 24-01 CITYWIDE TRAFFIC SIGNAL SAFETY IMPROVEMENT (DESIGN SERVICES)  
(PRELIMINARY ENGINEERING PHASE)



August 20, 2024

Mr. Diego Guillen, P.E., Senior Engineer  
City of Menifee  
29844 Haun Rd  
Menifee, CA 92586

**RE: *Menifee Traffic Signal Improvements – Letter Proposal***

Dear Mr. Guillen,

Menifee will be receiving traffic signal safety improvements through 94 intersections as part of the HSIP Cycle 11 funding they received. The City is looking to implement the same safety improvements at 17 City-owned intersections: upgrade signal hardware with retroreflective backplates and implement leading pedestrian intervals (LPI's).

The 17 intersections are as follows:

Intersection Major Street	Intersection Minor Street	Retro-reflective backplates	LPI
McCall Blvd	Oakhurst Ave	X	
Murrieta Rd	Park City Ave	X	X
Murrieta Rd	Scott Rd	X	
Menifee Rd	Holland Rd	X	X
Menifee Rd	Camino Cristal	X	
Menifee Rd	La Piedra Rd	X	X
Menifee Rd	Garbani Rd	X	
Murrieta Rd	Rouse Rd	X	
Murrieta Rd	Sun City Blvd	X	
Murrieta Rd	Garbani Rd	X	X
Antelope Rd	MSJC Entrance	X	X
Valley Blvd	Goetz Rd	X	
Holland Rd	Evans Rd	X	X
Murrieta Rd	La Piedra Rd	X	
Murrieta Rd	Beth Dr	X	
Murrieta Rd	Craig Ave	X	
Scott Rd	Leon Rd	X	

kimley-horn.com

660 S Figueroa Street, Suite 2100, Los Angeles, CA 90017

213 261 4040

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PROFESSIONAL SERVICES AGREEMENT  
CIP 24-01 CITYWIDE TRAFFIC SIGNAL SAFETY IMPROVEMENT (DESIGN SERVICES)  
(PRELIMINARY ENGINEERING PHASE)

## **SCOPE OF SERVICES**

Our scope of services includes the following key tasks:

- Project management
- Preliminary engineering
- PS&E and LPI timing sheets
- Bidding and construction support
- As-built plan preparation

### **Task 1: Project Management**

This task will consist of project coordination with the team, administration, and set up and attendance at project meetings. Kimley-Horn's administration efforts include initial development and maintenance of project schedule, work plan, budget, filing system and processing of monthly invoices/progress reports.

Kimley-Horn will attend a pre-design (kick-off) meeting with City staff after the award of contract to conduct introduction, discuss scope of services, information needed from various City departments, overall schedule, and the implementation process. After the kick-off meeting, biweekly progress meetings will be scheduled as well as meetings to review the preliminary design, 60%, 90%, and 100% submittals with City staff.

#### **TASK 1 DELIVERABLES:**

- Attendance at up to (2) project meetings
- Electronic copy of meeting agendas and meeting notes
- Schedule updates at each submittal milestone (60%, 90%, 100%)

### **Task 2: Preliminary Engineering**

Kimley-Horn will review base data documents, including as-built improvement plans, utility information, survey information, and other available record data.

Our team will conduct field investigations at each of the intersections to document existing street and traffic signal equipment and assess existing conditions to identify any necessary upgrades. Cabinet inventory will also take place in order to determine existing controllers that exist at each of the intersections.

The traffic signal improvement plans for the intersections above will include traffic signal upgrades for the upgraded traffic signal operations, such as audible pedestrian push buttons and retroreflective borders on backplates.

A preliminary engineer's Opinion of Probable Construction Cost (OPCC) will be developed on Microsoft Excel based on the preliminary plans. A project contingency will be included based on the engineer's opinion of any cost increases and unknown issues that may arise but cannot be specifically identified at this stage.

**TASK 2 DELIVERABLES:**

- Preliminary Engineering Plans (5 sheets) in PDF electronic format
- Preliminary OPCC in PDF electronic format

**Task 3: Plans, Specifications, and Estimate (PS&E) and LPI Timing Sheets**

**TASK 3.1: 60% PS&E PACKAGE**

Based on one set of non-conflicting comments on the Preliminary Plans, Kimley-Horn will advance the construction documents to a 60% level of design. Kimley-Horn will adjust the design plans based on City comments. Kimley-Horn will prepare a comment response matrix to be submitted with the 60% submittal. The comment response matrix will include the original comments, Kimley-Horn's responses to the comments, and final resolution. Additional annotation will be added to the traffic signal plans based on the comments received by the City. The engineer's OPCC will be updated based on the City's comments.

We anticipate the following plan sheet counts for the Project:

- Title Sheet: 1 sheet
- General Notes and Project Specific Notes: 1 sheet
- Traffic Signal Improvement Plans: 5 sheets
- Estimated Total sheets: 7 sheets

We do not anticipate the following sheets to be part of the design at any stage of the project:

- Signing and Striping Plans
- Civil Improvements
- Communication Plans
- Street Lighting Plans

**TASK 3.1 DELIVERABLES:**

- One set of 60% plans in PDF electronic format
- 60% OPCC in PDF electronic format

**TASK 3.2: 90% PS&E PACKAGE**

Based on one set of non-conflicting comments on the 60% plans, Kimley-Horn will advance the construction documents to a 90% level of design. Kimley-Horn will adjust the design plans based on City comments. Kimley-Horn will prepare a comment response matrix to be submitted with the 90% submittal. The comment response matrix will include the original comments, Kimley-Horn's responses to the comments, and final resolution. Additional annotation will be added to the traffic signal plans based on the comments received by the City.

The engineer's OPCC will be updated based on the City's comments.

**TASK 3.2 DELIVERABLES:**

- One set of 90% plans in PDF electronic format
- Technical specifications in PDF electronic format
- 90% OPCC in PDF electronic format

**TASK 3.3: 100% PS&E PACKAGE**

Based on one set of non-conflicting comments from the 90% PS&E comments, Kimley-Horn will advance the PS&E to the 100% level of design. It is expected that the comments will not result in a major change in design. Kimley-Horn will adjust the plans and technical specifications based on the City comments accordingly. Kimley-Horn will prepare a comment response matrix to be submitted with the final submittal. The comment response matrix will include the original comments, Kimley-Horn responses to the comments, and final resolution. A licensed professional engineer will conduct a peer review and QC/QA of the design plans, OPCC, and technical specifications. A licensed professional engineer will stamp and sign all plan sheets for this submittal.

**TASK 3.3 DELIVERABLES:**

- One set of 24"x36" hardcopy 100% plans with wet signed mylars and in .dwg format
- One set of hardcopy technical specifications, electronic PDF, and electronic MS Word format
- 100% OPCC in electronic PDF and Excel format

**TASK 3.4: LPI TIMING SHEETS**

Kimley-Horn will prepare LPI timing sheets after the 100% PS&E package has been completed. This will be included in the construction phase for the contractor to implement during construction. Our team will prepare updated traffic signal timing sheets at 6 intersections across the City.

The updated timing sheets will include proposed signal timing parameters such as minimum bicycle greens, all-red times, walk times, flashing don't walk times, and yellow times. For each intersection, recommended phase timing parameters will be calculated by referencing the latest version of the CA MUTCD and recent aerial imagery measurements. For the intersections with new protected left turn phases, the phase diagrams on the updated traffic signal timing sheets will be updated to reflect the new phasing. The updated timing sheets will include LPI timing. Kimley-Horn assumes that the signal timing will be treated as independent intersections. Synchronized timing is not included as part of the scope of services. The format of the updated timing sheets will be consistent with the proposed traffic signal controller software type.

**TASK 3.4 DELIVERABLE:**

- Updated traffic signal timing sheets at up to 6 intersections in electronic Excel and PDF electronic format



**Task 4: Bidding and Construction Support**

This task provides technical oversight during the bidding phase of the project. Kimley-Horn will provide responses to requests for information (RFI), reviewing and responding to submittals, and reviewing any proposed changes by the contractor during the bidding support phase.

Attending the pre-construction meeting and providing responses to questions during construction is not required.

**TASK 4 DELIVERABLE:**

- Response to RFI and questions during bidding phase

**Task 5: Prepare Record Drawings (As-Built)**

Kimley-Horn will prepare record drawing as-builts within 1 month after construction has been completed. Any comments and changes during construction as red-lined and noted by the contractor will be documented and annotated. Record drawings will be prepared in AutoCAD, and PDF electronic files shall be sent to the City.

**TASK 5 DELIVERABLE:**

- Record drawings in PDF electronic format and .dwg format

**ASSUMPTIONS**

- Available record plans and documents shall be provided by the City.
- Utility company's fees, and the City's and other Agencies' permit fees are excluded.
- Topographic survey is not included.
- Traffic control plans and construction staging plans are not included.
- Signing and Striping plans are not included.
- Separate civil improvement plans are not included.
- Conduit reconnaissance is not included.
- Coordination with HSIP Cycle 11 project is not included.

**ADDITIONAL SERVICES**

Any services not specifically described in the above scope, as well as any changes in the scope the Client requests, will be considered Additional Services.

## SCHEDULE

We will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed-to schedule.

## FEE AND BILLING

Kimley-Horn will perform the services described in Tasks 1-5 in the Scope of Services for a lump sum fee as described below. All permitting, application, and similar project fees will be paid directly by the Client.

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services completed or actual services performed and expenses incurred as of the invoice date. Payment will be due within 25 days of the date of the invoice.

### Cost Breakdown by Task

City of Menifee									
Menifee Traffic Signal Improvements at 17 Intersections									
Kimley-Horn and Associates, Inc.									
	Category/Title	Senior Professional II	Professional II	Professional I	Analyst II	Analyst I	Support Staff	TOTAL HOURS	TOTAL COST
	Billing Rate	\$385	\$255	\$235	\$190	\$170	\$135		
Task 1	Project Management	2	6	0	0	0	2	10	\$ 2,570
Task 2	Preliminary Engineering	2	12	10	10	15	1	50	\$ 10,785
Task 3	Plans, Specifications, and Estimate (PS&E) and LPI Timing Sheets	6	14	0	23	28	0	71	\$ 15,010
3.1	60% PS&E Package	2	3		8	12		25	\$ 5,095
3.2	90% PS&E Package	2	3		6	10		21	\$ 4,375
3.3	100% PS&E Package	2	2		3	6		13	\$ 2,870
3.4	LPI Timing Sheets		6		6			12	\$ 2,670
Task 4	Bidding and Construction Support	2	5	0	0	0	0	7	\$ 2,045
Task 5	Prepare Record Drawings (As-Builts)	1	0	0	4	4	0	9	\$ 1,825
	TOTAL HOURS	13	37	10	37	47	3	147	
	Subtotal Labor:	\$5,005	\$9,435	\$2,350	\$7,030	\$7,980	\$405		\$ 32,215
	TOTAL COST:								\$ 32,215

**CLOSURE**

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, our signed, executed contract dated July 1, 2023.

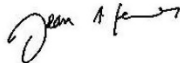
To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on this project.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute this Agreement in the spaces provided below and return it to us. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please feel free to contact me at (213) 354-9396 or [Vivian.Chong@kimley-horn.com](mailto:Vivian.Chong@kimley-horn.com) if you have any questions or if you need additional information.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Jean Fares, P.E.  
Sr. Vice President  
P.E. No.: TR2097



Vivian Chong, P.E.  
Project Manager  
P.E. No.: 95833

Accepted by: City of Menifee

SIGNED: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Client's Federal Tax ID: \_\_\_\_\_

Client's Business License No.: \_\_\_\_\_

Client's Street Address: \_\_\_\_\_

\_\_\_\_\_