

**AMENDMENT NO. 2 TO  
AGREEMENT BETWEEN Kimley-Horn and Associates, Inc.  
AND THE CITY OF MENIFEE FOR CIP 21-11: MENIFEE ROAD AND GARBANI ROAD  
TRAFFIC SIGNAL (CIVIL DESIGN PLANS, SPECIFICATIONS, AND ESTIMATE ("PS&E"))  
SERVICES**

This is Amendment No. 2 to that certain AGREEMENT for Professional Services Agreement ("Agreement") made on **October 7, 2020** between the City of Menifee ("City") and **Kimley-Horn and Associates, Inc.** ("Consultant") for **CIP 21-11: MENIFEE ROAD AND GARBANI ROAD TRAFFIC SIGNAL (CIVIL DESIGN PLANS, SPECIFICATIONS, AND ESTIMATE ("PS&E")) SERVICES** which Amendment No. 2 is made and entered into on \_\_\_\_\_, **2021** to extend the term of services, 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 **August 19, 2020** and shall end on **June 30, 2022** 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 1.6, "Covid-19 Safety" is included to read as follows:

**1.6 Covid-19 Safety.** If Consultant enters City property or meets in person with City employees during the performance of the Services, Consultant shall comply with all State, County, and local emergency orders, directives, protocols, and best practices related to the COVID-19 pandemic, including, but not limited to: (A) wearing facial coverings, (B) maintaining adequate physical distancing when possible, (C) regular hand washing, and (D) regular hand sanitizing.

3. Section 2, "Compensation" is amended to increase the maximum compensation by **\$27,970.00 (TWENTY SEVEN THOUSAND NINE 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 **\$119,000.00 (ONE HUNDRED NINETEEN THOUSAND 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.

4. **Section 3.** Exhibit A, Scope of Services is supplemented to include **Amendment No. 2 Scope of Work Additional Work**, which supplement is attached as Exhibit A hereto. **“Amendment No. 2 Scope of Work Additional Work (Amendment No. 2)”** 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.
5. All other terms and conditions of the Agreement remain in full force and effect.

CITY OF MENIFEE

Kimley-Horn and Associates, Inc.

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Armando G. Villa, City Manager

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Dennis Landaal, Senior Vice President

Attest:

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Leo Espelet, Assistant Secretary

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Sarah A. Manwaring, City Clerk

Approved as to Form:

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Jeffrey T. Melching, City Attorney

## Amendment No. 2 Scope of Work Additional Work

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**Exhibit A** to Amendment Number 2,  
dated June 1, 2021.

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### Project Understanding

Based on the 30% design layout and the City's desire to improve the east and west leg along Menifee Road, the additional widening of the north leg along Garbani Road i.e. shift the median further west and tightening the curb return on the NW corner. The wider shift in the median impacted the existing median alignment. The expanded footprint triggered additional improvements including the driveway and drainage impacts along the east leg on Menifee Road at the north side, a larger grading footprint that would require storm water treatment (BMPs) and a Storm Water Quality Management Plan (SWQMP) that will be prepared by the City.

### Scope of Services

Kimley-Horn will provide the services specifically set forth below up to the corresponding effort identified in **Exhibit B**.

### Task 1 – Additional Services

Kimley-Horn prepared the following items:

- Improvement Plans (2 additional sheets - 20 scale)
  - NW curb return tightening
  - SW corner widening
  - East and west leg along Menifee Road widening
  - Driveway tie-in at the east leg along Menifee Road on the north side
- Drainage Plan (1 additional sheet - 20 scale)
  - Drainage improvements on the east leg (north side) along Menifee Road
- Signing & Striping Plan (1 additional sheet - 40 scale)
- Traffic Signal and Signing & Striping Design Revisions
- Curb Ramp Revision at the NW, NE & SW, and SE Corner Redesign
  - Redesign of the SW Corner - revised corner to ultimate location per comments provided on 3/8/2021
- Driveway Redesign - 90% comment to remove driveway access on the east leg (north side) along Menifee Road
- Additional Coordination

### Deliverables

- 90% Plans, and Estimate
- 100% and Final Mylar Submittals of Plans, Specifications and Estimate (PS&E)

### Assumptions

- Utilities within the expanded limits of work will be field verified if visible, unless as-builts are available

### Fee and Billing

Kimley-Horn will perform the additional scope of services outlined above on a time and materials basis of \$27,970.



## Estimate of Cost for Proposed Design Services

City of Menifee  
Menifee Road and Garbani Road Traffic Signal Improvements - Amendment 2  
June 2021

Task	Rates and Hours				Total Hours	Kimley-Horn Cost	Total Cost
	Professional II	Professional I	Analyst I				
	\$210.00	\$190.00	\$135.00				
<b>Task 1 - Additional Services (90%, 100% and Mylars)</b>	19	26	141		186	\$27,965.00	\$27,965.00
Improvement Plans and Profiles (2 Additional Sheets - 20 Scale)	3	12	55		70	\$10,335.00	\$10,335.00
Drainage Plan (1 Additional Sheet - 20 Scale)	2	5	30		37	\$5,420.00	\$5,420.00
Signing and Striping (1 Additional Sheet)	2		8		10	\$1,500.00	\$1,500.00
Additional Traffic Signal and Signing & Striping Design Revisions	5		20		25	\$3,750.00	\$3,750.00
Curb Ramp Revisions at the NW, NE & SW and SE Corners Redesign	2	2	20		24	\$3,500.00	\$3,500.00
Driveway Redesign		2	8		10	\$1,460.00	\$1,460.00
Additional Coordination	5	5			10	\$2,000.00	\$2,000.00
<b>Task 1 Sub-Total</b>	19	26	141		186	\$27,965.00	\$27,965.00
KH Expenses							
<b>Total (Rounded to the nearest \$1)</b>							\$0.00
							\$27,970.00