

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
CIP 22-24 CIVIC CENTER PARKING LOT IMPROVEMENT PROJECT
(CIVIL DESIGN PLANS, SPECIFICATIONS, AND ESTIMATE (“PS&E”) SERVICES)**

This is Amendment No. 1 (“Amendment No. 1”) to that certain Owner Contractor Agreement (“Agreement”) made on **March 16, 2022** between the City of Menifee (“City”) and **KIMLEY-HORN AND ASSOCIATES, INC.** (“Consultant”) for **CIP 22-24 CIVIC CENTER PARKING LOT IMPROVEMENT PROJECT (CIVIL DESIGN PLANS, SPECIFICATIONS, AND ESTIMATE (“PS&E”) SERVICES)** which this Amendment No. 1 is made and entered into on _____, **2023** to extend the term, increase the scope of work and compensation amount as indicated below:

1. Capitalized terms used but not defined in this Amendment No. 1 shall have the meanings ascribed to them in the Agreement.
2. 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 **March 16, 2022** and shall end on **June 30, 2024** 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.

3. **SECTION 2**, “Compensation” is amended to increase the maximum compensation by **\$84,558.00 (EIGHTY FOUR THOUSAND FIVE HUNDRED FIFTY EIGHT 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 **\$319,664.00 (THREE HUNDRED NINETEEN THOUSAND SIX HUNDRED SIXTY FOUR DOLLARS AND ZERO CENTS)** 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.

4. 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:

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide N/A in the amount not to exceed **\$84,558.00 (EIGHTY FOUR THOUSAND FIVE HUNDRED FIFTY EIGHT DOLLARS AND ZERO CENTS)** as further detailed in the following page(s).

5. All other terms and conditions of the Agreement remain in full force and effect.
6. This Amendment No. 1 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

KIMLEY-HORN AND ASSOCIATES, INC.

Armando G. Villa, City Manager

Brian Gillis, Vice President

Attest:

Chad Phillips, Senior Associate

Stephanie Roseen, Acting City Clerk

Approved as to Form:

Jeffrey T. Melching, City Attorney

Exhibit A to Amendment Number 1,
dated April 15, 2023.

Purpose

The City is requesting design modifications to optimize the proposed improvements and reduce construction and maintenance cost. Additionally, Kimley-Horn has identified effort that will be needed to process the final plans with several agencies that have facilities tied to this project and have jurisdiction over.

These additional services are beyond the scope of the original task order and an amendment to the contract is needed at this time.

Scope of Services

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

Task 1: PROJECT ADMINISTRATION, MEETING & COORDINATION

Task 1.1 – Project Administration and Meetings

The Kimley-Horn team will coordinate with the City for the duration of this work as shown in **Exhibit B**.

Task 1.2: SCE, EMWD and RCFFCD Coordination

The Kimley-Horn team will assist the City with the coordination and processing of the final plans through these agencies up to the level of effort identified in **Exhibit B**.

Task 2: CURRENT EFFORT PERFORMED BEYOND SCOPE

The Kimley-Horn team worked with the City on value engineering approaches to reduce construction costs and to optimize the parking lot amenities and objectives. All design direction provided at project milestones attributed to additional effort that required revisions and iterations of the plans and reports. This additional effort is as shown in **Exhibit B**.

Task 3: FINAL SUBMITTAL

Task 3.1 – Final Plans

Based on the latest round of comments, the City requested photometric plans previously not included in the original scope.

Task 4: OPTIONAL TASKS

Task 4.1 – Bid Phase and Construction Services

Kimley-Horn will provide limited bid and construction phase services as noted in **Exhibit B**.

Task 4.2 – Biology

The Kimley-Horn team will provide biology services including preparing a biological technical report and for performing a burrowing owl focused survey as noted in **Exhibit B**.

Task 4.2 – Archaeology

The Kimley-Horn team will provide archaeology services including a pre-grade conference and sensitivity training, archaeological monitoring and an archaeological report all based on the City's requirements and as noted in **Exhibit B**.

SCHEDULE

We will provide our services as expeditiously as practicable to meet a mutually agreed upon schedule.

FEE AND BILLING

Kimley-Horn will perform the additional scope of services outlined above on a time and materials basis of **\$84,558.00**.

City of Menifee
CIP 22-24 Civic Center Parking Lot (AMENDMENT #1)
April 2023

| Task Description | | | | | Total KHA Hours | KHA Cost | Sub Cost | Subconsultant | Total Cost |
|--|----------------|------------|-----------|---------------|-----------------|--------------|--------------|---------------|--------------|
| | Professional I | Analyst II | Analyst I | Support Staff | | | | | |
| | \$ 223.00 | \$ 181.00 | \$ 158.00 | \$ 124.00 | | | | | |
| Task 1 – PROJECT ADMINISTRATION, MEETINGS & COORDINATION | 12 | 0 | 19 | 0 | 31 | \$ 5,678.00 | \$ - | | \$ 5,678.00 |
| 1.1 - PROJECT ADMINISTRATION AND MEETINGS | 8 | 0 | 0 | 0 | 8 | \$ 1,784.00 | \$ - | | \$ 1,784.00 |
| 1.2 - SCE, EMWD and RCFCD COORDINATION | 4 | 0 | 19 | 0 | 23 | \$ 3,894.00 | \$ - | | \$ 3,894.00 |
| SCE | 1 | | 4 | | 5 | \$ 855.00 | | | \$ 855.00 |
| EMWD | 1 | | 5 | | 6 | \$ 1,013.00 | | | \$ 1,013.00 |
| RCFCD | 2 | | 10 | | 12 | \$ 2,026.00 | | | \$ 2,026.00 |
| Task 2 – CURRENT EFFORT PERFORMED BEYOND SCOPE | 28 | 0 | 140 | 0 | 168 | \$ 28,364.00 | \$ - | | \$ 28,364.00 |
| Value Engineering and Site Grading Revisions (Includes Desilting Basin) | 5 | | 20 | | 25 | \$ 4,275.00 | | | \$ 4,275.00 |
| Cross Section Revisions | 2 | | 5 | | 7 | \$ 1,236.00 | | | \$ 1,236.00 |
| Realigning Driveways (Town Center and Hotel) | 2 | | 10 | | 12 | \$ 2,026.00 | | | \$ 2,026.00 |
| Redesign of BMPs | 4 | | 30 | | 34 | \$ 5,632.00 | | | \$ 5,632.00 |
| Sidewalk Connection to Park | 2 | | 10 | | 12 | \$ 2,026.00 | | | \$ 2,026.00 |
| Patio Area Design and Reconfigurations | 2 | | 20 | | 22 | \$ 3,606.00 | | | \$ 3,606.00 |
| Civil Plan Updates | 3 | | 25 | | 28 | \$ 4,619.00 | | | \$ 4,619.00 |
| OPCC | 2 | | 5 | | 7 | \$ 1,236.00 | | | \$ 1,236.00 |
| H&H Report and WQMP | 6 | | 15 | | 21 | \$ 3,708.00 | | | \$ 3,708.00 |
| Task 3 – FINAL SUBMITTAL | 2 | 0 | 20 | 0 | 22 | \$ 3,606.00 | \$ - | | \$ 3,606.00 |
| 3.1 - FINAL PLANS | 2 | 0 | 20 | 0 | 22 | \$ 3,606.00 | \$ - | | \$ 3,606.00 |
| Electrical Plan Revisions Including Photometric Plans | 2 | | 20 | | 22 | \$ 3,606.00 | | | \$ 3,606.00 |
| Task 4 – OPTIONAL TASKS | 18 | 0 | 10 | 9 | 37 | \$ 6,710.00 | \$ 39,700.00 | | \$ 46,410.00 |
| 4.1 - BID PHASE AND CONSTRUCTION SERVICES | 2 | 0 | 10 | 5 | 17 | \$ 2,646.00 | \$ - | | \$ 2,646.00 |
| Bid Phase | 1 | | 2 | 2 | 5 | \$ 787.00 | | | \$ 787.00 |
| Construction Phase | 1 | | 8 | 3 | 12 | \$ 1,859.00 | | | \$ 1,859.00 |
| 4.2 - BIOLOGY | 7 | 0 | 0 | 2 | 9 | \$ 1,809.00 | \$ 8,700.00 | | \$ 10,509.00 |
| Biological Technical Report | 5 | | | 2 | 7 | \$ 1,363.00 | \$ 3,200.00 | | \$ 4,563.00 |
| Burrowing Owl Focused Survey | 2 | | | | 2 | \$ 446.00 | \$ 5,500.00 | | \$ 5,946.00 |
| 4.3 - ARCHAEOLOGY | 9 | 0 | 0 | 2 | 11 | \$ 2,255.00 | \$ 31,000.00 | | \$ 33,255.00 |
| Pre-grade Conference and Sensitivity Training (Based on City Requirements) | 2 | | | 2 | 4 | \$ 694.00 | \$ 1,600.00 | | \$ 2,294.00 |
| Archaeological Monitoring (Based on City Requirements) | 2 | | | | 2 | \$ 446.00 | \$ 27,000.00 | | \$ 27,446.00 |
| Archaeological Report (Based on City Requirements) | 5 | | | | 5 | \$ 1,115.00 | \$ 2,400.00 | | \$ 3,515.00 |
| Expenses | | | | | | | | | \$ 500.00 |
| Total | 60 | 0 | 189 | 9 | 258 | \$ 44,358 | \$ 39,700 | | \$ 84,558.00 |