

**SECOND AMENDMENT TO AGREEMENT BETWEEN
CITY OF TEMECULA AND GILLIS + PANICHAPAN ARCHITECTS, INC.**

ARCHITECTURAL SERVICES

AGREEMENT NO. 19-201

THIS SECOND AMENDMENT is made and entered into as of **April 9, 2024**, by and between the City of Temecula , a municipal corporation (hereinafter referred to as "City"), and **Gillis + Panichapan Architects, Inc., a Corporation**, (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Amendment is made with the respect to the following facts and purposes:
 - a. On **August 13, 2019**, the City and Consultant entered into that certain Agreement entitled "**Agreement for Architectural Services**," in the amount of **\$200,000.00** each fiscal year for a total not to exceed of **\$1,000,000.00**.
 - b. On **April 22, 2022**, the City and Consultant entered into a **First Amendment** to increase the payment in the amount of **\$800,000**.
 - c. The parties now desire to extend the term of the agreement to **June 30, 2026**, and increase the payment in the amount of **Five Hundred Thousand Dollars and Zero Cents (\$500,000.00)**.
2. **Section 1** of the Agreement entitled "**TERM**" is hereby amended to read as follows:

"This Agreement shall remain and continue in effect until tasks herein are completed, but in no event later than **June 30, 2026**, unless sooner terminated pursuant to the provisions of this Agreement.
3. **Section 6** of the Agreement entitled "**PAYMENT**" at paragraph "a" is hereby amended to read as follows:
4. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. This amount shall not exceed **One Million Five Hundred Dollars and Zero Cents (\$1,500,000.00)** for the total term of this agreement, unless additional payment is approved as provided in this agreement.
5. Exhibit B, Payment Rates and Schedule, to the Agreement is hereby amended, by adding thereto the items set forth on Attachment "A" to this Amendment, which is attached hereto and incorporated herein as though set forth in full.
6. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TEMECULA

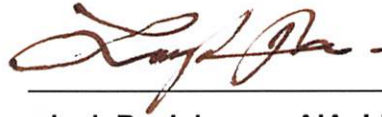
GILLIS + PANICHAPAN ARCHITECTS, INC.

(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)

By: _____

James Stewart, Mayor

By: _____



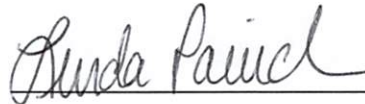
Jack Panichapan, AIA, LEED AP,
President/CEO

ATTEST:

By: _____

Randi Johl, City Clerk

By: _____



Linda Panichapan, Secretary

APPROVED AS TO FORM:

By: _____

Peter M. Thorson, City Attorney

CONSULTANT

Gillis + Panichapan Architects, Inc.

Attn: Jack Panichapan

1101 Quail Street

Newport Beach, CA 92660

(714) 668-4260

jack@gparchitects.org

ATTACHMENT A

EXHIBIT B

Cost shall be per consultants fee schedule attached hereto and incorporated herein as though set forth in full, but in no event shall the total contract amount exceed \$1,500,000.



2024 Schedule of Rates for Services

On-Call Professional Architecture Services

We propose to furnish the services based on the hourly billing rates listed below for the services associated with this project. Often, we propose an "hourly not to exceed" contract at the beginning of our process. Below is a schedule of hourly billing rates.

We tailor our scope and subsequent fee proposals to accommodate the scope of work realizing that there is latitude in both parameters to be discussed during the contract negotiation. These rates we propose will be valid for the contract duration.

SCHEDULE OF HOURLY BILLING RATES

Principal.....	210
Project Director.....	185
Project Architect.....	165
Job Captain.....	115
Designer/ CAD Tech.....	100
Clerical.....	80

CONSULTANTS

When additional consultants (Such as structural, civil, MEP Engineers) are needed, we will be the primary point of contact and the team leader. Our contract will include and convey all consultant fees and contracts as a subcategory of our fee and services.

REIMBURSABLES

In our contract we often have a reimbursable allowance. This reimbursable allowance covers fees beyond general B&W printing fees on standard ledger or tabloid size paper. Government fees, delivery costs (such as United Parcel Service charges), and the costs of special sized prints/ reproductions are not included in our fee. These items are "reimbursable" items and will be shown separately on our invoice.