

**SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF CORONA
AND
AKM CONSULTING ENGINEERS
(CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES – WRCRWA
RECLAIMED WATERLINE PROJECT, RFP 22-081RH)**

1. PARTIES AND DATE.

This Second Amendment to the Professional Services Agreement (“Second Amendment”) is made and entered into this _____ day of _____, 2024 by and between the City of Corona (“City”) and AKM Consulting Engineers, a California corporation (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Second Amendment.

2. RECITALS.

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated **October 19, 2022** (“Agreement”), whereby Consultant agreed to provide Construction Management and Inspection Services.

2.2 Prior Amendment. City and Contractor entered into that certain First Amendment to the Maintenance/General Services Agreement on or about March 27, 2024 (“First Amendment”).

2.3 Amendment. City and Consultant desire to amend the Agreement for the Second time to (1) amend the Term of the Agreement through June 30, 2024, and (2) increase the Compensation of the Agreement by \$75,000 to \$349,914.

3. TERMS.

3.1 Term. Section 3.1.2 (Term) of the Agreement is hereby deleted in its entirety and replaced with the following:

“3.1.2 Term. The term of this Agreement shall be from October 19, 2022 to June 30, 2024 (“Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to section 3.6.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.”

3.2 Rates & Total Compensation. Section 3.3.1 (Compensation) and Exhibit “C” (Compensation) of the Agreement are hereby deleted in their entirety and replaced with the following:

“3.3.1 Rates & Total Compensation. Consultant shall receive compensation including authorized reimbursements, for all Services rendered under this Agreement at the rates set for in Exhibit “C-1” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed **Three Hundred Forty-Nine Thousand and Nine Hundred Fourteen Dollars (\$349,914.00)** (“Total Compensation”) without written approval of the City’s Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.”

3.2 Continuing Effect of Agreement. Except as amended by this Second Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Second Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Second Amendment.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Second Amendment.

3.4 Counterparts. This Second Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

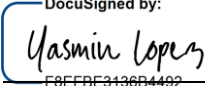
**CITY'S SIGNATURE PAGE
FOR
SECOND AMENDMENT TO
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IN WITNESS WHEREOF, the Parties have entered into this Second Amendment to Professional Services Agreement as of the date noted on the first page of the Amendment.

CITY OF CORONA

By: Savat Khamphou
Savat Khamphou
Public Works Director/City Engineer

Reviewed By: Kenny T. Nguyen
Kenny Nguyen, P.E.
CIP Manager

Reviewed By: 
Yasmin Lopez
Purchasing Manager

Attest By: _____
Sylvia Edwards, City Clerk
City of Corona, CA

**CONSULTANT’S SIGNATURE PAGE
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AKM CONSULTING ENGINEERS
a California corporation

By: 
137B5EE447CE4C2
Zeki Kayiran, P.E.
President & Chief Executive Officer

By: 
491B7FF3982C487...
Mehmet Kayiran
Chief Financial Officer

**EXHIBIT “C-1”
COMPENSATION**

Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth herein.

CONSULTANT’S HOURLY RATE SCHEDULE

Labor Classification	Hourly Rate 2022-2024
Principal	\$239
Principal Engineer	\$239
Project Manager	\$220
Project Engineer	\$221
Senior Construction Manager	\$170
QA/QC Manager	\$219
Senior Engineer	\$203
Senior Field Engineer / Inspector	\$155
Field Engineer / Inspector	\$163
Associate Engineer	\$158
Staff Engineer	\$140
Financial Analyst	\$128
Senior Designer / Senior CADD Technician	\$110
Designer / CADD Technician	\$102
Assistant Engineer	\$101
Engineering Technician	\$93
Engineering Aide	\$79
Office Support	\$79
Data or Word Processing	\$77