

**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
CIP 22-02: VALLEY BLVD. WIDENING PROJECT
(PROFESSIONAL ENVIRONMENTAL AND CIVIL ENGINEERING DESIGN SERVICES)**

This is Amendment No. 2 (“Amendment No. 2”) to that certain Professional Services Agreement (“Agreement”) made on January 19, 2022 between the City of Menifee (“City”) and **DOKKEN ENGINEERING** (“Consultant”) for **CIP 22-02: VALLEY BLVD. WIDENING PROJECT (PROFESSIONAL ENVIRONMENTAL AND CIVIL ENGINEERING DESIGN SERVICES)** as amended by that certain Amendment No. 1 to the Agreement entered into on June 21, 2023 (“Amendment No. 1”), which this Amendment No. 2 is made and entered into on January 22, 2024, **2023** to increase the compensation and augment the 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 **One Hundred Fifty Five Thousand One Hundred Sixty Dollars and Zero Cents (\$155,160.00)**, and is amended to read as follows:

SECTION 2. COMPENSATION.

City hereby agrees to pay Consultant a sum not to exceed **One Million Three Hundred Ninety Nine Thousand One Hundred Ninety One Dollars and Eighty One Cents (\$1,399,191.81)** 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 Professional Environmental and Civil Engineering Design services for CIP 22-02 Valley Blvd. Widening Project, services in the amount not to exceed **One Million Three Hundred Ninety Nine Thousand One Hundred Ninety One Dollars and Eighty One Cents (\$1,399,191.81)** 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)

CITY OF MENIFEE

DOKKEN ENGINEERING

Rebekah Kramer, Acting City Manager
Rebekah Kramer, Acting City Manager

John A. Klemunes, Jr.
John A. Klemunes, Jr, President

Attest:

Cathy Chan, Secretary
Cathy Chan, Secretary

Sarah A. Manwaring, City Clerk
Sarah Manwaring, City Clerk

Approved as to Form:

Jeffrey T. Melching, City Attorney
Jeffrey T. Melching, City Attorney

EXHIBIT "A"
Supplement to Scope of Services
[Attached]



December 19, 2023

Diego Guillen
City of Menifee
Department of Public Works
29844 Haun Road
Menifee, CA 92586

RE: Valley Boulevard Widening Project – Amendment 2

Dear Mr. Guillen,

Dokken Engineering is currently under contract with the City of Menifee to provide preliminary engineering, environmental, right of way, and design services for the Valley Boulevard Widening Project. Dokken Engineering is requesting Amendment 2 to this contract for the following reasons:

Traffic Signal Warrant Analysis: The City has requested that a traffic signal warrant analysis be prepared for each of the proposed signalized intersections throughout the project site. This effort was not previously included in our scope of work.

Appraisals: The right of way acquisition effort will require that the property being purchased by the City be appraised to determine an appropriate offer value. This effort was anticipated to be completed by the City. Due to resource limitations, the City has requested that Dokken prepare the appraisals for the project.

Murrieta Road Improvements: The east side of Murrieta Road from the intersection with Valley Blvd to north of EMWD's driveway (see attached exhibit) needs to be improved to its ultimate condition. The City has requested that this segment be added to the Valley Blvd Widening Project. This effort includes design, utility coordination, and the acquisition of right of way from two new parcels.

See attached scope of work and cost proposal for this amendment request, totaling \$155,160.

Thank you in advance for your consideration of this amendment request and please do not hesitate to contact me at (916) 858-0642 if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink that reads 'Pamela Dalcin-Walling'. The signature is written in a cursive, flowing style.

Pamela Dalcin-Walling
Project Manager



EXHIBIT A



SCOPE OF WORK:

MILESTONE 3 – FINAL PS&E

Task 2.0 ENGINEERING STUDIES

TASK 2.5 TRAFFIC SIGNAL WARRANT ANALYSIS

Study Intersections

Signal warrant analyses will be performed for the following seven intersections:

1. Valley Boulevard and Murrieta Road
2. Valley Boulevard and Sun City Regional Water Reclamation Facility Driveway
3. Valley Boulevard and Honeyrun Road
4. Valley Boulevard and Ridgemoor Road
5. Valley Boulevard and Sun City Boulevard
6. Valley Boulevard and Cherry Hills Boulevard
7. Valley Boulevard and McCall Boulevard

Task A – Develop Intersection Turning Movement Forecasts

Fehr & Peers will utilize the RIVCOM traffic modeling efforts from the VMT Study to develop future year turning movement forecasts at each intersection. Fehr & Peers will develop traffic forecasts under the following future scenarios:

- Project Opening Year (2030)
- Future Year (2045)

The Opening Year scenario is based on the forecasted completion date of the Valley Boulevard widening and extension project from McCall Boulevard to Murrieta Road, according to the SCAG 2020 RTP and does not include the extension to Goetz Road. The Future Year scenario includes the extension of Valley Boulevard north to Goetz Road, which is currently not included in the RTP but was included in the previously prepared VMT forecasts.

Existing conditions estimates will be based on turning movement data gathered from the big data source, Streetlight, from the period June 1, 2022 – May 31, 2023.

Task B – Traffic Signal Warrant Analysis

Please note, a full traffic signal warrant assessment may include review of nine total warrants, per the California Manual on Uniform Traffic Control Devices (Caltrans, 2014 Edition, Revision 6, March 30, 2021):

- Warrant 1 – Eight Hour Vehicular Volume Warrant
- Warrant 2 – Four Hour Vehicular Volume Warrant
- Warrant 3 – Peak Hour
- Warrant 4 – Pedestrian Volume
- Warrant 5 – School Crossing
- Warrant 6 – Coordinated Signal Systems
- Warrant 7 – Crash Experience
- Warrant 8 – Roadway Network
- Warrant 9 – Intersection Near a Grade Crossing



However, many of these warrants are not applicable or data is not readily available given the future condition of the project. Therefore, we recommend focusing on peak hour signal warrant (Warrant 3), as we can forecast traffic data for this warrant and it is typically the first warrant satisfied.

Warrant 3 - Peak hour signal warrants require the following information to complete the analysis:

- Number of lanes on each approach of the intersection
- Peak hour traffic counts at the intersections
- Seconds of delay at the worst approach of the intersections

We will summarize our findings in a technical memorandum, which will be submitted to the client for one round of consolidated comments. The updated memorandum will then be submitted to the City for review.

Task C – Meetings

This scope of work assumes up to two virtual meetings with the City and project team.

Deliverable: Traffic Signal Warrant Memo

TASK 4.0 RIGHT OF WAY

Additional right of way will be needed along the east side of Murrieta Road to extend ultimate roadway improvements north and south of the Valley Blvd intersection. Preliminary investigations show that Eastern Municipal Water District (EMWD) as well as a private parcel at the north conform will be impacted by the improvements. The right of way scope of work below assumes that the City will provide preliminary title reports for the parcels along the east side of Murrieta Road (EMWD and private parcel), right of way base mapping depicting existing right of way boundaries, and plats/legal descriptions of the acquisitions.

TASK 4.2 RIGHT OF WAY REQUIREMENT MAPS

CONSULTANT will prepare a map showing the right of way requirements along Murrieta Blvd. The right of way map will provide enough detail to support the right of way acquisition activities and will define property acquisition/easement areas required for the project.

Deliverables: Right of Way Requirement Map

TASK 4.5 PROPERTY OWNER EXHIBITS

Using the completed Right-of-Way mapping, together with the design layout, the area along Murrieta Road will be added to the Property Owner Exhibit for EMWD and a new Property Owner exhibit will be prepared for the private parcel. These exhibits will be used by the Appraiser during the appraisal process and by the Right of Way Team when negotiating with the landowners. The Property Owner Exhibits will provide the limits of the permanent and temporary acquisition areas, detail impacts to any improvements located within the project area and specify any construction contract work that may be necessary.

Deliverables: Updated Property Owner Exhibit (EMWD), Property Owner Exhibit (private parcel)

TASK 4.6 RIGHT OF WAY NEGOTIATIONS

For the work along Murrieta Road, right of way will be required from the EMWD parcel APN 339-200-079 and private parcel APN 339-492-009. After completion of the appraisal process and just compensation determination, the right of way acquisition from the EMWD parcel along Murrieta Road will be added to the offer package prepared for the EMWD right of way along Valley Blvd. A new offer package will be prepared for the private parcel along Murrieta Road.

Both offer packages will include the offer letter, written summary of just compensation with supporting appraisal information, property owner exhibit showing property map with right of way take locations, Title VI information, "Your



Property – Your Transportation Project” booklet. CONSULTANT will negotiate with the property owners to arrive at a mutually agreeable settlement and prepare necessary purchase agreements such as Grant Deeds, Easement Deeds, and Temporary Construction Easement Deeds. CONSULTANT will obtain receipt of delivery of offer and/or present and secure tenant information statements, as applicable, during the initial meeting.

CONSULTANT will work closely with the City to aid in the recommendation of the appropriate course of action regarding the various acquisitions with property owners requesting additional compensation and/or services beyond the initial offer package. Recommended settlement packages with justifications and impasse letters will be provided to the City for review. Working with the property owners to agreeable terms will be CONSULTANT’s focus. There may be situations where condemnation is unavoidable, such as clouds in the title. In the event the City will need to attain property through the condemnation process, CONSULTANT will assist in the preparation of all necessary condemnation reports, letters, and packages.

Additionally, CONSULTANT will attend, at the request of the City, any Public Community Meetings regarding the project.

CONSULTANT’s Right of Way Agents hold California Real Estate Salesperson’s Licenses and are working under the direct supervision of a California Real Estate Licensed Broker.

***Deliverables:** Right of Way Agreements, Grant and Easements Deeds, Administrative Settlements, Diaries, Written Summary of Acquisitions, Impasse Letters*

TASK 4.7 ESCROW COORDINATION

Upon reaching an agreement on the terms and conditions of the acquisition with EMWD and the private property owner, CONSULTANT will be available to assist the City in opening escrow. CONSULTANT will supply fully executed agreements along with other supporting information to escrow in order to close each transaction. CONSULTANT will work closely with the City to assist in the timely closing of all transactions. For the convenience of the property owner, our right of way team has a California Notary who will be available to notarize any documentation that is required. Fully executed deeds and easements will be delivered to the City for acceptance prior to recording. In the event escrow services are not required, CONSULTANT is available to perform these services and record the required documentation.

***Deliverables:** Escrow Documents and Closing Statements*

TASK 4.8 RIGHT OF WAY CERTIFICATION/PROJECT CLOSE-OUT

CONSULTANT will coordinate with the City and supply all required documentation for the right of way certification. CONSULTANT will review all acquisition documents for proper and complete execution, including formal acceptance.

The original acquisition file for each affected parcel will be provided to the City upon completion of the project. Each acquisition file will contain property information, diary report, written correspondence, just compensation documentation, appraisal(s), offer package, negotiations, title documentation, copies of recorded documents, and all applicable documentation.

***Deliverables:** Right of Way Certification Documentation, Original Acquisition Files*

TASK 4.10 APPRAISALS

Appraisals will be completed for improvements along Valley Blvd as well as Murrieta Road, consisting of 8 parcels in total, by licensed General Real Estate Appraisers. Parcels under the same ownership may be combined into one appraisal if it is determined that they meet the larger parcel characteristics. Notice of intent to appraise letters along with acquisition policy brochures will be provided to all impacted property owners. Appraisals will be arranged so that the property owner may accompany the appraiser during the inspection of the property. This allows the property owner the opportunity to provide additional information to the appraiser.

All appraisals will be prepared by an appraiser licensed with the State of California and will comply with all laws applicable to the specific appraisal and the Uniform Standards of Professional Appraisal Practice 49 CFR 24.2(a)(3). Appraisals will



include a summary and a complete analysis for all valuation conclusions. Documentation obtained during the inspection, such as pictures, will be included in each report. Title information pertaining to ownership, drawings, and information relative to the parcel will be reviewed by the appraiser.

Deliverables: Appraisal Reports

Task 5.0 UTILITY COORDINATION

TASK 5.1 UTILITY IDENTIFICATION

CONSULTANT will perform a utility search for affected utilities along Murrieta Road, including a review of the utility work compiled to date. The search will include a verification field review and review of available as-builts for the project area. If new utilities are identified beyond those already researched for Valley Blvd, CONSULTANT will update the database of utility records indicating the type of utility, owner, drawing number, and other vital information. The identified utility companies will be sent a letter requesting information regarding existing and proposed utilities. CONSULTANT will plot the location of all existing facilities on a utility base plan and identify potential utility conflicts. Where it is necessary to evaluate alternative impacts, CONSULTANT will meet with selected utilities to discuss a conceptual relocation strategy.

Deliverables: Utility base plan, database and letters

TASK 5.2 UTILITY VERIFICATION/POTHOLING

CONSULTANT will review the utility base map in light of the proposed improvements, field verify the information provided by the utility companies, and evaluate the extent of any potential utility conflicts. Improvements are not anticipated to affect underground utilities. As a result, additional potholing is not anticipated.

TASK 5.3 CONFLICT IDENTIFICATION

Based on the information gathered, CONSULTANT will prepare conflict maps for each utility highlighting the location of identified conflicts. These maps will be sent to the utilities as part of the Utility 'B' packages, which will also include 60% design plans and a City-approved letter notifying the utility companies of conflicts between existing utility facilities and the proposed work. The letter will also ask the utility companies to verify the conflict, notify them of the need to relocate their facilities, and request verification of prior rights.

Deliverables: Utility B Letter/Plans

TASK 5.4 CONFLICT RESOLUTION

Depending on the extent and significance of the relocations, CONSULTANT will schedule a meeting with the affected utility companies to develop a coordinated relocation plan. CONSULTANT will coordinate with the utilities to facilitate development of their relocations, discuss construction staging and work windows, and will review/verify submitted relocation plans to ensure that the conflicts are resolved. It is anticipated that all significant utilities, including the SCE power poles, can be avoided and any required relocations will be minor.

TASK 5.5 LIABILITY DETERMINATION

CONSULTANT will work with the utility companies and the surveyor to determine existing easements or prior rights. Based on the conclusion of this investigation, CONSULTANT will assist with the final determination of liability related to the relocation costs. This liability will be documented by each utility in a claim letter. This scope assumes that the utilities will be liable for any relocation costs and that a utility agreement will not be needed.

Deliverables: Claim letter

TASK 5.6 NOTICE TO OWNER

CONSULTANT will send a copy of the 'C' Final Plans and the Notice to Owner letter to the utility companies at the 100% milestone. The letter will be the final notification to the utility companies that the project is going to construction and will request final verification that there are no conflicts with the project or, in the event that relocations were necessary, will request the utility owner to relocate their facilities.

Deliverables: Utility Letters and Plans ('C'), Notice to Owner

TASK 6.0 FINAL DESIGN

The addition of the improvements along Murrieta Blvd will be in accordance with the criteria and specifications from the latest edition of the City Standards, AASHTO's "A Policy on Geometric Design of Highways and Streets", Caltrans "Project Development Procedures Manual", and/or the Caltrans "Highway Design Manual", as appropriate. The design will be prepared using English units and drafted in accordance with City standards.

TASK 6.1 60% PLANS, SPECIFICATIONS, AND ESTIMATES

Based on the Concept Drawings provided by the City, CONSULTANT add the improvements along Murrieta Road to the overall 60% plans.

The list of sheets to be updated or created include:

- Title Sheet (update): includes an index of sheets, approval signatures, the project description, location map, begin/end work, begin/end construction, and limits of work
- Typical Sections (update): includes original ground, traveled way, shoulders, cut/fill slopes, drainage, right of way, and existing/recommended structural sections.
- Demolition Plans (new): includes areas where existing improvements will be removed.
- Layouts (new): includes a centerline station line, bearings/distances of tangents, horizontal curve data, conform stations, angle points, roadway dimensions and the identification of any physical features such as edge of pavement, curb, sidewalk, etc. The plan view will include all right of way and easements, both permanent and temporary. A profile sheet is not anticipated to be needed for the widening work.
- Construction Details (new): includes detailed conform tie-ins, grades of curb and gutters, and other details not included in the Standard Plans.
- Utility Plans (new): includes location of existing utilities and utility relocations.
- Erosion Control/ Temporary Water Pollution Control Plans (new): shows work area to stabilize and restore disturbed areas. Design of these facilities shall include current Best Management Practices and will conform to the City, Caltrans and Regional Water Quality Control Board.
- Stage Construction/Traffic Handling Plans (new): includes location of construction staging by each stage and temporary traffic handling devices used for traffic control. Traffic handling plans will conform to the provisions in the latest edition of the California Manual of Uniform Traffic Control Devices (MUTCD).
- Pavement Delineation/Sign Plans (new): identifies striping configuration and overall signage location. Pavement delineation and signage will conform to the latest edition of the California MUTCD.
- Electrical Plans (new): reflects location of new street lights along Murrieta Road.

Drainage, detours, and planting/irrigation are not anticipated to be needed for the work along Murrieta Road.



CONSULTANT will update the engineer's estimate of construction costs, quantity takeoffs, and draft special provisions to reflect the additional improvements along Murrieta Road. The specifications will be based on the current Standard Specification version.

Deliverables: 60% Plans, Estimate, and Special Provisions

TASK 6.2 90% PLANS, SPECIFICATIONS, AND ESTIMATES

CONSULTANT will prepare 90% plans and estimates based on the 60% plans and review comments. CONSULTANT will prepare a response to comments matrix with each comment received and response regarding how the comment was addressed/incorporated.

CONSULTANT will prepare an engineer's estimate of construction costs, based on detailed quantity takeoffs and current unit prices. A reasonable upward adjustment shall be applied to all bid quantities that may vary during construction to allow for any necessary design adjustments. Quantities for all contract items, including cost of lump sum items, shall be substantiated by calculations. Quantity calculations shall be neat and orderly and shall show all sketches, diagrams and dimensions necessary to allow them to be independently used by field engineers. All quantity calculations shall be independently checked and substantiated with independent calculations.

CONSULTANT will update the draft special provisions based on comments received. The special provisions will include all environmental mitigation and permitting measures required for the project.

Deliverable: 90% Plans, Estimate, Special Provisions, Response to Comment Matrix

TASK 6.3 100% PLANS, SPECIFICATIONS, AND ESTIMATES

CONSULTANT will prepare 100% plans, specifications and estimate based on the 90% submittal and review comments. CONSULTANT will prepare a response to comments matrix with each comment received and response regarding how the comment was addressed/incorporated.

CONSULTANT will prepare cross sections for the project at 50-foot intervals. Additional cross sections will be prepared at specific unique locations along the project, as needed. The cross sections will show existing and proposed grades, structural section, roadway improvements, cut/fill limits, and conform limits.

Deliverable: 100% Plans, Estimate, Special Provisions, Response to Comments Matrix, Cross Sections

TASK 6.4 FINAL PS&E

CONSULTANT will prepare Final Contract Documents ready for advertisement. The Final Contract Documents will incorporate comments received on the 100% PS&E.

Deliverable: Final Plans and Specifications



**Amendment 1-Cost Proposal
CIP 22-02
Valley Blvd Widening Project**

Firm Name: DOKKEN ENGINEERING

Task	Rates and Hours																Subconsultant Cost					
	Principal in Charge & QA/QC Manager	Pamela Dalsen-Walling Project Manager	Juann Ramos Project Engineer	Joe Ostleak Signal/Signage Design	Senior Engineer 2	Senior Engineer 1	Associate Engineer 2	Associate Engineer 1	Assistant Engineer 2	Assistant Engineer 1	Senior CAD	Engineering Technician	Jamie Formico Right of Way Manager	Senior Right of Way Agent	Right of Way Agent	Right of Way Appraiser	Total Cost With Optional Tasks	Total Cost Without Optional Tasks	Sub Consultant Cost	Sub Consultant	Total Cost With Optional Tasks	Total Cost Without Optional Tasks
Description	\$ 350.00	\$ 240.00	\$ 260.00	\$ 190.00	\$ 240.00	\$ 215.00	\$ 180.00	\$ 150.00	\$ 130.00	\$ 110.00	\$ 190.00	\$ 130.00	\$ 185.00	\$ 150.00	\$ 105.00	\$ 105.00						
MILESTONE 3: FINAL PS&E		44	48		62					430	76		12	64	62	220	\$140,160.00	\$140,160.00	\$15,000.00		\$155,160.00	\$155,160.00
TASK 2.0 – ENGINEERING STUDIES		4															\$960.00	\$960.00	\$15,000.00		\$15,960.00	\$15,960.00
2.1 Field Exploration																						
2.2 Geotechnical Explorations																						
2.2.1 Field Investigation																						
2.2.2 Lab Testing																						
2.2.3 Geotechnical Design/Materials Report																						
2.3 Drainage Report																						
2.4 Water Quality Management Plan																						
2.5 Traffic Signal Warrant Analysis		4															\$960.00	\$960.00	\$15,000.00	Fehr&Peers	\$15,960.00	\$15,960.00
TASK 4.0 – RIGHT OF WAY		16	8		16					32			12	64	62	220	\$54,300.00	\$54,300.00			\$54,300.00	\$54,300.00
4.1 Title Reports		2								16							\$400.00	\$400.00			\$400.00	\$400.00
4.2 Right of Way Requirement Maps		2	2		6					16				2	2		\$5,030.00	\$5,030.00			\$5,030.00	\$5,030.00
4.5 Property Owner Exhibits		2	2		6					16							\$4,520.00	\$4,520.00			\$4,520.00	\$4,520.00
4.6 Right of Way Negotiations		4	4		4							8	40	12			\$11,700.00	\$11,700.00			\$11,700.00	\$11,700.00
4.7 Easement Coordination		2												4	4		\$1,500.00	\$1,500.00			\$1,500.00	\$1,500.00
4.8 Right of Way Certification/Project Close-Out		2													2	2	\$990.00	\$990.00			\$990.00	\$990.00
4.9 Show Me Stakes																						
4.10 Appraisals		2											4	16	32	220	\$30,080.00	\$30,080.00			\$30,080.00	\$30,080.00
TASK 5.0 – UTILITY COORDINATION		4	6		12					62							\$12,160.00	\$12,160.00			\$12,160.00	\$12,160.00
5.1 Utility Identification					2					8							\$1,520.00	\$1,520.00			\$1,520.00	\$1,520.00
5.2 Utility Verification/Potholing					2					8							\$1,520.00	\$1,520.00			\$1,520.00	\$1,520.00
5.3 Conflict Identification			2		2					8							\$2,040.00	\$2,040.00			\$2,040.00	\$2,040.00
5.4 Conflict Resolution		2	2		2					16							\$3,560.00	\$3,560.00			\$3,560.00	\$3,560.00
5.5 Liability Determination		2	2		2					8							\$2,520.00	\$2,520.00			\$2,520.00	\$2,520.00
5.6 Notice to Owner					2					4							\$1,000.00	\$1,000.00			\$1,000.00	\$1,000.00
TASK 6.0 – FINAL DESIGN		20	34		24					346	76						\$72,740.00	\$72,740.00			\$72,740.00	\$72,740.00
6.1 60% PS&E		8	12		12					195	40						\$37,670.00	\$37,670.00			\$37,670.00	\$37,670.00
6.2 90% PS&E		6	10		6					95	16						\$19,590.00	\$19,590.00			\$19,590.00	\$19,590.00
6.3 100% PS&E		4	8		4					40	12						\$10,520.00	\$10,520.00			\$10,520.00	\$10,520.00
6.4 Final PS&E		2	4		2					16	8						\$4,960.00	\$4,960.00			\$4,960.00	\$4,960.00
GRAND TOTAL COSTS		\$10,660.00	\$12,480.00		\$12,480.00					\$55,900.00	\$8,360.00		\$2,220.00	\$9,600.00	\$5,460.00	\$23,100.00	\$140,160.00	\$140,160.00	\$15,000.00		\$155,160.00	\$155,160.00

EXHIBIT A

**City Council Chambers
29844 Haun Road
Menifee, CA 92586**



**Menifee City Council
Regular Meeting Agenda**

**Wednesday, January 17, 2024
4:30 PM Closed Session
6:00 PM Regular Meeting**

**Bill Zimmerman, Mayor
Bob Karwin, District 1
Ricky Estrada, District 2
Lesa Sobek, District 3
Dean Deines, District 4**

AGENDA

**Rebekah Kramer, Acting City
Manager
Jeffrey T. Melching, City Attorney
Sarah Manwaring, City Clerk**

-
- 10.11 Agreement Amendment No. 2 with Dokken Engineering for the Valley Boulevard Widening and Missing Links Project

RECOMMENDED ACTION

1. Approve and authorize the City Manager to execute Amendment No. 2 to the Professional Services Agreement with Dokken Engineering increasing the compensation by \$155,160 for a total agreement amount not-to-exceed \$1,399,191.81 for the Valley Boulevard Widening and Missing Links, Capital Improvement Program (CIP) Project No. 22-02.



CITY OF MENIFEE

SUBJECT: Agreement Amendment No. 2 with Dokken Engineering for the Valley Boulevard Widening and Missing Links Project

MEETING DATE: January 17, 2024

TO: Mayor and City Council

PREPARED BY: Diego Guillen, Senior Engineer

REVIEWED BY: Nick Fidler, Public Works Director

APPROVED BY: Rebekah Kramer, Acting City Manager

RECOMMENDED ACTION

1. Approve and authorize the City Manager to execute Amendment No. 2 to the Professional Services Agreement with Dokken Engineering increasing the compensation by \$155,160 for a total agreement amount not-to-exceed \$1,399,191.81 for the Valley Boulevard Widening and Missing Links, Capital Improvement Program (CIP) Project No. 22-02.

DISCUSSION

Valley Boulevard, between Chambers Avenue and Murrieta Road, is currently a two-lane rural corridor located in the northwestern part of the City. Due to increases in residential and commercial developments in the area, there is now a need for additional traffic lanes. Under the City of Menifee General Plan, this segment of Valley Boulevard is designated as an arterial highway that would ultimately provide for four lanes of traffic. The proposed Valley Boulevard Widening and Missing Links project (Project) would widen the existing two-lane road to a four-lane corridor and establish horizontal and vertical alignments to meet the requirements of the California Highway Design Manual and City standards. The Project is currently in the final phase of design.

On January 9, 2022, the City Council approved a Professional Services Agreement (PSA) with Dokken Engineering (Consultant) to provide civil design, plans, specifications, and estimate (PS&E) services for the Project. Additional engineering support and design services beyond the initial scope of work included in the Consultant's original proposal are required to bring the Project into final design for the PS&E phase. Amendment No. 2 to the PSA includes additional engineering support and design services as follows:

City of Menifee Staff Report
 CIP 22-02 Dokken Amendment No. 2
 January 17, 2024
 Page 2 of 3

1. Murrieta Road Improvements: The east side of Murrieta Road, from Valley Blvd to north of Eastern Municipal Water District's driveway, would be improved to its ultimate condition. Efforts for this additional segment include design, utility coordination, and right of way acquisition.
2. Engineering Studies: Signal warrant analysis to be performed at seven intersections within the Project area, development of intersection turning movement forecasts for future scenarios, preparation of technical memorandum summarizing findings.
3. Right-of-Way (ROW): Appraisal/inspection of five parcels, drafting and delivery of Notice of Intent to Appraise letters for impacted property owners, preparation of summary and complete analysis report.

Although staff makes every effort to carefully study and anticipate the extent of the scope of work needed to achieve project goals, unforeseen task needs, and unanticipated timeline delays, are often experienced as a Project of this magnitude progresses through the design phase. A summary of PSA activity for the Project to date is included in Table 1 below.

Table 1 - Contract Amendment History:

PSA Activity	Approval Date	Summary of Changes	Value
Original Contract	January 19, 2022	Civil engineering design services.	\$1,244,031.81
Amendment 1	June 21, 2023	Extending terms through June 30, 2024.	N/A
Amendment 2	<i>Pending</i>	Design, utility coordination, and ROW for added segment along east side of Murrieta Road, traffic signal warrant analysis, right-of-way acquisition appraisals.	\$155,160.00
TOTAL			\$1,399,191.81

The fee for the additional scope of work outlined above would be \$155,160. The proposed Amendment No. 2 includes additional details on the increased scope of work and fees associated with each task. Staff has determined the proposal to be reasonable to fully complete the PS&E phase for final design for the Project.

STRATEGIC PLAN OBJECTIVE

Connectivity and Mobility

FISCAL IMPACT

The total fiscal impact for proposed Amendment No. 2 would be \$155,160. Funding is available for Amendment No. 2 in the Project's Fiscal Year 2023/2024 budget, as summarized in Table 2 below.

Table 2 – Identified Project Funding

Fund	Account Number	Available Balance	Amend No. 2 Cost
Menifee Valley - RBBD	415-4555-58118	\$973,500	\$155,160

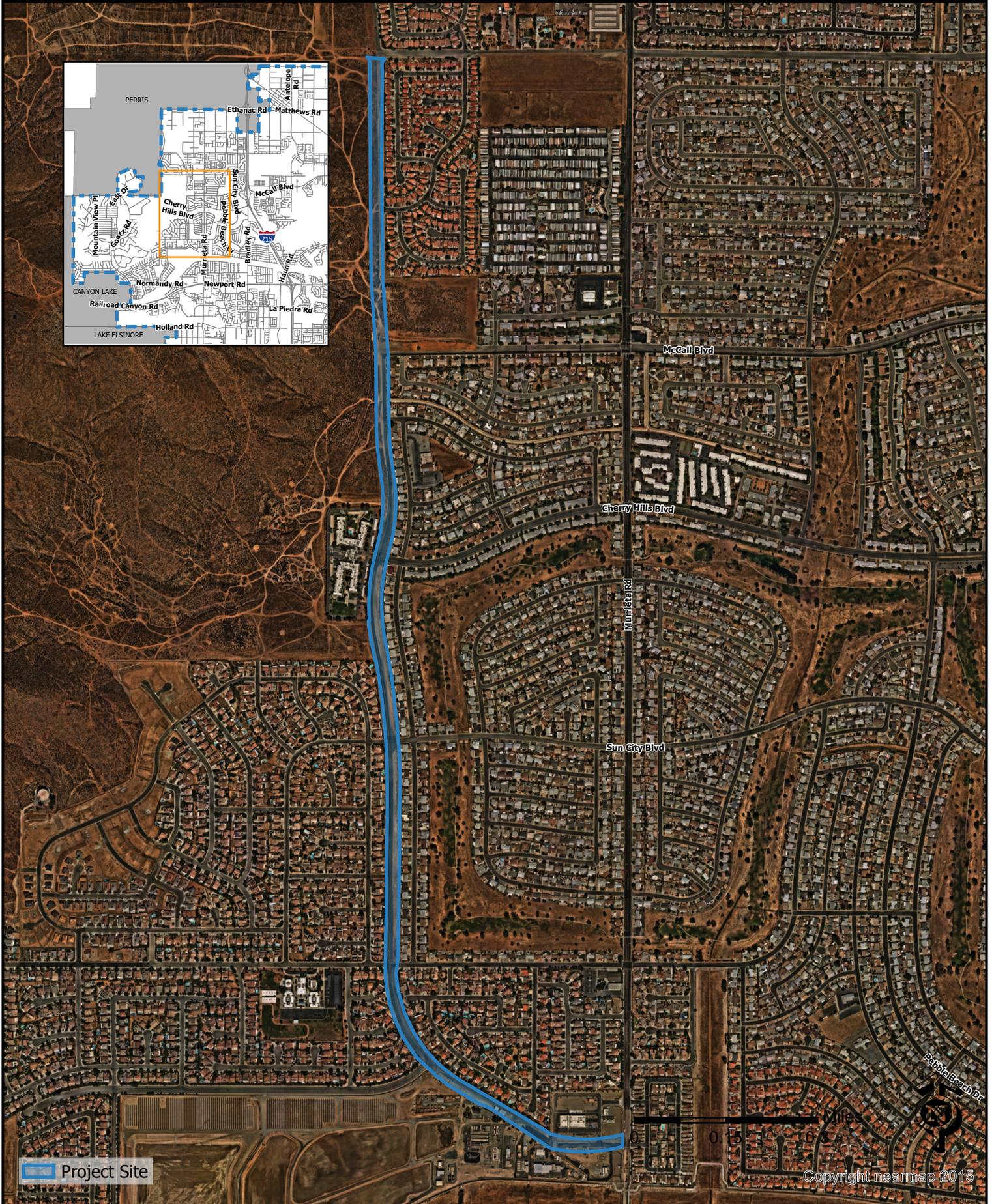
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ATTACHMENTS

1. Project Location Map
2. Original Professional Services Agreement
3. Amendment No. 1
4. Amendment No. 2



Valley Blvd. Widening (CIP 22-02) Project Location Map





Policy # 84SBWBI4800

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PROVISIONS - CALIFORNIA

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

A. It is agreed that paragraph (2) of subsections 6.d. and 6.f. of Section C. - **WHO IS AN INSURED** is replaced by the following:

(2) The insurance afforded by paragraph (1) above does not apply if your acts or omissions, or the acts or omissions of those acting on your behalf, that are alleged to have caused the "bodily injury", "property damage" or "personal and advertising injury", involve professional architectural, engineering or surveying services, including but not limited to:

- (a) The preparing, approving, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications payment requests, manuals or instructions;
- (b) Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;
- (c) Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;
- (d) Monitoring, sampling, or testing service necessary to perform any of the services included in a. b. or c. above;
- (e) Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in a., b. or c. above.

The insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law; and
- (b) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. It is agreed that the following paragraphs are added to the end of subsections 1. and 8. of Section F -

OPTIONAL ADDITIONAL INSURED COVERAGES; and it is agreed the following paragraphs replace section b. of subsection 9. of Section F. - **OPTIONAL ADDITIONAL INSURED COVERAGES.** These paragraphs do not attach or amend the language of any of the other subsections of **Section F - OPTIONAL ADDITIONAL INSURED COVERAGES:**

The insurance afforded by this subsection does not apply if your acts or omissions, or the acts or omissions of those acting on your behalf, that are alleged to have caused the "bodily injury", "property damage" or "personal and advertising injury", involve professional architectural, engineering or surveying services, including but not limited to:

- (a) The preparing, approving, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications payment requests, manuals or instructions;
- (b) Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;
- (c) Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;
- (d) Monitoring, sampling, or testing service necessary to perform any of the services included in a. b. or c. above;
- (e) Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in a., b. or c. above.

The insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law; and
- (b) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

→ 6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

 **f. Any Other Party**

- (1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

BUSINESS LIABILITY COVERAGE FORM

Policy # 84SBWBI4800

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance**.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions**.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

→ 6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

BUSINESS LIABILITY COVERAGE FORM

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

 **(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

 **b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (a) The agreement requires you to provide direct primary insurance for the lessor and
 - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (a) During the policy period, and
- (b) Subsequent to the execution of such written contract, and

(c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 84WEGAU5C27

Endorsement Number:

Effective Date: 12/31/2023

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Dokken Engineering, Inc.
110 Blue Ravine Rd., Suite 200
Folsom, CA 95630

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by _____ Authorized Representative