

**AMENDMENT NO. 3 TO
PROFESSIONAL SERVICES AGREEMENT
CIP 22-02: VALLEY BLVD. WIDENING PROJECT
(PROFESSIONAL ENVIRONMENTAL AND CIVIL ENGINEERING DESIGN SERVICES)**

This is Amendment No. 3 (“Amendment No. 3”) 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”), to the Agreement entered into on January 22, 2024 (“Amendment No. 2”) which this Amendment No. 3 is made and entered into on _____, 2024 to increase the compensation and augment the scope of services, as indicated below:

1. Capitalized terms used but not defined in this Amendment No. 3 shall have the meanings ascribed to them in the Agreement.
2. Section 1.1, “Term of Services” is amended to read as follows:

1.1 Term of Services. The term of this Agreement shall begin on January 19, 2022 and shall end on June 30, 2025 unless the term of the Agreement is otherwise terminated or extended as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect the City’s right to terminate the Agreement, as provided for in Section 8.

3. **SECTION 2**, “Compensation” is amended to increase the maximum compensation by **Twenty Two Thousand Seven Hundred Eighty Three Dollars and Zero Cents (\$22,783.00)**, and is amended to read as follows:

SECTION 2. COMPENSATION.

City hereby agrees to pay Consultant a sum not to exceed **One Million Four Hundred Twenty One Thousand Nine Hundred Seventy Four Dollars and Eighty One Cents (\$1,421,974.81)** 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.

4. Exhibit A, "Scope of Services" is supplemented to include the supplement attached as Exhibit A hereto. The supplement to the "Scope of Services" is not intended to replace the original Exhibit A to the Agreement, but instead to augment and increase the scope of work listed in the original Exhibit A to the Agreement. The initial paragraph of the original Exhibit A, "Scope of Services", to the Agreement is amended to read as follows:

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 Four Hundred Twenty One Thousand Nine Hundred Seventy Four Dollars and Eighty One Cents (\$1,421,974.81)** as further detailed in the following page(s).

5. All other terms and conditions of the Agreement remain in full force and effect.
6. This Amendment No. 3 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

Armando G. Villa, City Manager

John A. Klemunes, Jr, President

Attest:

Cathy Chan, Secretary

Stephanie Roseen, Acting City Clerk

Approved as to Form:

Jeffrey T. Melching, City Attorney

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EXHIBIT "A"
Supplement to Scope of Services

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March 4, 2024

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

RE: Valley Boulevard Widening Project – Amendment 3

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:

Wall Investigation: There are existing walls along northbound Valley Blvd between Cherry Hills Blvd and McCall Blvd. No as-builts are available for these walls. To assist with the design and decision making related to the retrofit or replacement of these walls, the City has requested that limited geotechnical investigations be conducted to better define the composition and dimensions of these walls/foundations. This effort was not previously included in the original scope of work.

See attached scope of work and cost proposal for this amendment request, totaling \$22,783.

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

110 Blue Ravine Road, Suite 200 • Folsom, CA 95630 • Tele: 916 858-0642 • Fax: 916 858-0643 • www.dokkenengineering.com

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SCOPE OF WORK:

Milestone 3 – Final PS&E

Task 2.0 ENGINEERING STUDIES

TASK 2.2 GEOTECHNICAL EXPLORATIONS

Task 2.2.4 Wall Investigation – Foundation Heel Exploration

Tasks for this investigation include:

- On the City's side of the retaining wall, mark up to six (6) excavation locations and notify Underground Service Alert of Southern California to mark any subsurface utility locations at and near our planned excavation locations. Additionally, the client should provide plans depicting the locations of all utilities in the project area if available.
- Prepare a no-fee City of Menifee encroachment permit for our work.
- Provide in-house traffic control service, using signage and equipment. We assume that manned traffic control will not be required.
- Hire a backhoe service to excavate up to six (6) narrow strip excavations (1 or 2 feet wide), in order to expose the heel of the existing retaining wall, to observe its horizontal length and the thickness of the footing. A bulk sample of trench spoils will be collected for laboratory testing.
- Perform laboratory maximum dry density and optimum moisture content and direct shear testing, in order to evaluate the engineering properties of the soils with respect to lateral earth pressures. Where a heel cannot be identified, Geocon will immediately notify Dokken and the City.
- Utilize the backhoe service to backfill the excavations and compact the soil. Backfill will be compacted using a sheepsfoot roller under observation by a representative of Geocon. We assume compaction testing will not be required due to the thin size of the excavation.
- Prepare a letter documenting our methods of investigating the wall and presenting our findings.

Assumptions:

- There will be sufficient space to perform the narrow strip excavations.
- Where adjacent asphalt concrete pavement is disturbed, asphalt concrete cold-patch is sufficient to perform patching.
- No private property will be damaged, destroyed, or disturbed as a result of this work.
- Allowable work hours are between 7am and 5pm, Monday through Friday.
- Rebar information and CMU composition of the existing wall's as-built condition will not be required.

Schedule:

Upon issuance of the notice to proceed, Geocon will mobilize within approximately two weeks. We expect the excavation and backfill of pits, and laboratory testing will take one week to complete. After the field investigation is concluded, we expect the letter can be issued within the following week. We expect this task to have a total timeline of about four weeks.

Task 2.2.5 Wall Investigation – Foundation Toe Exploration

Tasks for this investigation include:

- Perform an exploration of the existing retaining wall's toe on the private residences' side, documenting its horizontal length using a ground penetrating radar (GPR) with a 2,600 MHz antenna. This exploration will be performed at up to two (2) locations along the wall's alignment. This task would only be performed on the resident's side of the wall.
- Prepare a letter documenting our methods of investigating the wall and presenting our findings.



Assumptions:

- No private property will be damaged, destroyed, or disturbed as a result of this work.
- The City will coordinate access with the residents, and the residents will provide unimpeded access to our planned exploration locations at the time of mobilization.
- Allowable work hours are between 7am and 5pm, Monday through Friday.
- Encroachment permitting will not be required.
- Rebar information and CMU composition of the existing wall's as-built condition will not be required.

Schedule:

Upon issuance of the notice to proceed and cooperative homeowner agreement, Geocon will immediately begin coordination efforts. We expect the geophysical consultant will be able to perform their explorations on the resident's side of the wall within two half-day visits (should two explorations be necessary). After the field investigation is performed, we expect the letter can be issued within the following week. We expect this task to have a total timeline of about three to four weeks (depending upon access provided by the residents).

[Attached]



**Amendment 3-Cost Proposal
CIP 22-02
Valley Blvd Widening Project**

Firm Name: Dokken Engineering

Task	Rates and Hours						Subconsultant		Grand Total Cost
	Pamela Dalcin-Walling Project Manager	Juann Ramos Project Engineer	Senior Engineer 2	Senior Engineer 1	Associate Engineer 2	Total Cost	Sub Consultant Cost	Sub Consultant	
Description	\$ 240.00	\$ 260.00	\$ 240.00	\$ 215.00	\$ 180.00				
MILESTONE 3: FINAL PS&E	3	3	1	1	1	\$2,135.00	\$20,648.00		\$22,783.00
TASK 2.0 – ENGINEERING STUDIES	3	3	1	1	1	\$2,135.00	\$20,648.00		\$22,783.00
2.2 Geotechnical Explorations									
2.2.1 Field Investigation									
2.2.2 Lab Testing									
2.2.3 Geotechnical Design/Materials Report									
2.2.4 Wall Investigation - Foundation Heel Exploration	2	2		1	1	\$1,395.00	\$13,723.00	Geocon	\$15,118.00
2.2.5 Wall Investigation - Foundation Toe Exploration	1	1	1			\$740.00	\$6,925.00	Geocon	\$7,665.00
GRAND TOTAL COSTS	\$720.00	\$780.00	\$240.00	\$215.00	\$180.00	\$2,135.00	\$20,648.00		\$22,783.00

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