

**AMENDMENT NO. 4 TO  
PROFESSIONAL SERVICES AGREEMENT  
CIP 22-03: MCCALL BLVD WIDENING PROJECT DESIGN SERVICES  
(CIVIL DESIGN PLANS, SPECIFICATIONS, AND ESTIMATE ("PS&E")) SERVICES**

This is Amendment No. 4 to that certain Professional Services Agreement ("Agreement") made on **June 21, 2023**, between the City of Menifee ("City") and **KOA CORPORATION**, a California S-Corporation ("Consultant") for **CIP 22-03: MCCALL BLVD WIDENING PROJECT DESIGN SERVICES (CIVIL DESIGN PLANS, SPECIFICATIONS, AND ESTIMATE ("PS&E")) SERVICES**, as amended by that certain Amendment No. 1 to the Agreement entered into on **July 20, 2023** ("Amendment No. 1"), as amended by that certain Amendment No. 2 to the Agreement entered into on **December 6, 2023** ("Amendment No. 2"), as amended by that certain Amendment No. 3 to the Agreement entered into on **June 19, 2024** ("Amendment No. 3"), which this Amendment No. 4 is made and entered on \_\_\_\_\_, **2024** to increase the compensation amount, and augment the scope of services as indicated below:

1. Capitalized terms used but not defined in this Amendment No. 4 shall have the meanings ascribed to them in the Agreement.
2. **SECTION 2**, "Compensation" is amended to increase the maximum compensation by **THREE THOUSAND THREE HUNDRED DOLLARS AND ZERO CENTS (\$3,300.00)**, and is amended to read as follows:

**SECTION 2. COMPENSATION.**

City hereby agrees to pay Consultant a sum not to exceed **TWO HUNDRED NINETY SEVEN THOUSAND THREE HUNDRED FORTY THREE DOLLARS AND THIRTY EIGHT CENTS (\$297,343.38)** 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:

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PROFESSIONAL SERVICES AGREEMENT  
CIP 22-03: MCCALL BLVD WIDENING PROJECT DESIGN SERVICES  
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EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide CIP 22-03: MCCALL BLVD WIDENING PROJECT DESIGN SERVICES CIVIL DESIGN PLANS, SPECIFICATIONS, AND ESTIMATE ("PS&E")) SERVICES in the amount not to exceed **TWO HUNDRED NINETY SEVEN THOUSAND THREE HUNDRED FORTY THREE DOLLARS AND THIRTY EIGHT CENTS (\$297,343.38)** 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. 4 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)

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**CITY OF MENIFEE**

\_\_\_\_\_  
Armando Villa, City Manager

Attest:

\_\_\_\_\_  
Stephanie Roseen, Acting City Clerk

Approved as to Form:

\_\_\_\_\_  
Jeffrey T. Melching, City Attorney

**KOA CORPORATION**

*Michael Nilsson, Principal, Director of Planning*  
\_\_\_\_\_  
Michael Nilsson, Principal, Director of Planning

*Giuseppe Canzonieri*  
\_\_\_\_\_  
Giuseppe Canzonieri, Principal, Director of Engineering

[Note: 2 officer's signatures required if Consultant is a corporation, unless provided with a certificate of secretary in-lieu]

AMENDMENT NO. 3 TO  
PROFESSIONAL SERVICES AGREEMENT  
CIP 22-03: MCCALL BLVD WIDENING PROJECT DESIGN SERVICES  
(CIVIL DESIGN PLANS, SPECIFICATIONS, AND ESTIMATE ("PS&E")) SERVICES

**EXHIBIT A**  
**SUPPLEMENT TO SCOPE OF SERVICES**  
[SUPPLEMENT BEGINS ON FOLLOWING PAGE]



333 S. Anita Dr. Suite 800, Orange, CA 92868  
T: 714.573.0317

June 12, 2024

**Diego Guillen, PE**  
Senior Engineer, City of Menifee  
29844 Haun Rd. Menifee, CA 92586

**Subject:** Additional Services for Geotechnical work for McCall Blvd. Widening Project  
(CIP 22-03)

**Dear Diego:**

Per City of Menifee's request, our geotechnical subconsultant (Aragon Geotechnical Inc.) performed additional services for the geotechnical report and final construction plans preparations due to over excavation limits within the project limit.

This proposal includes Aragon's additional services with their detailed costs as listed below:

- Attended two additional meetings on May 31 and August 23, 2023, with the City to show and clarify the requirements for over excavation areas within the project limits at every 25' on the cross sections.
- Supported and developed cross-sections details for the over excavation limit for final bid plans.
- Provided reviews and responses to the City's comments to final cross-sections plans for the over excavation areas.
- Prepared additional Geotechnical memo (review letter) dated September 18, 2023, per City's request.
- Per City's request, prepared additional geotechnical notes on final title sheet plan with signature of geotechnical engineer and sealed final plans dated September 21, 2023.

The additional requested budget is \$3,300, as summarized in Table A below:

**Table A**

Additional Geotechnical services (Aragon)	Senior Geologist	Senior Engineer	Total Hours	Total Cost
	<b>\$165</b>	<b>\$165</b>		
Meetings-Conferences	3	1.5	4.5	\$742.50
Plan - Graphics (Preparation/Review/Signature)	13.5	2	15.5	\$2,557.50
<b>Total</b>	<b>16.5</b>	<b>3.5</b>	<b>20</b>	<b>\$3,300.00</b>

Thank you again for this opportunity; if you have any questions, please contact me at 949-514-1139.

Sincerely,

*Sherry Nour*

Sherry Nour, M.S., P.E.

 **Lochner**  
Senior Associate

C: 949-514-1139



**ARAGÓN GEOTECHNICAL, INC.**  
Consultants in the Earth & Material Sciences

Project No. 4811  
June 3, 2024

**Lochner**  
2141 W. Orangewood Ave, Suite A  
Orange, CA 92868

Attention: Ms. Sherry Nour, M.S., P.E.

Subject: Change Order Request for  
McCall Blvd Widening Project, CIP 22-03  
City of Menifee, California

Dear Ms. Nour:

Per your and the City of Menifee's request for additional services, I have prepared this brief change order request. As requested, we have modified our scope of services to include additional items originally outside of our 10/19/21 proposal:

- Aided in the development of slope cross-sections for bid plans;
- Provided reviews and comments to Lochner's cross-sections;
- Requested meeting on May 31, 2023 with Lochner and the City;
- Requested meeting on August 23, 2023 with Lochner and the City;
- A Geotechnical Plan Review Letter dated September 18, 2023;
- Final plan review and sealing of plans on September 21, 2023.

These items listed above were not include services within our original scope of services. Therefore, we respectfully request a charge order in the amount of \$3,300 which is reflected on invoice 8675.

If you would like to meet and discuss these items further, please do not hesitate to call me. Thank you very much for the opportunity to be of service on this project.

Respectfully submitted,

C. Fernando Aragón, P.E., G.E.  
Geotechnical Engineer & President