

**AMENDMENT NO. 5 TO
PROFESSIONAL SERVICES AGREEMENT
CIP 22-02: VALLEY BLVD. WIDENING PROJECT (PROFESSIONAL
ENVIRONMENTAL AND CIVIL ENGINEERING DESIGN SERVICES)**

This is Amendment No. 5 ("Amendment No. 5") 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"), that certain Amendment No. 2 to the Agreement entered into on January 22, 2024 ("Amendment No. 2"), that certain Amendment No. 3 to the Agreement entered into on May 1, 2024 ("Amendment No. 3"), and that certain Amendment No. 4 to the Agreement entered into on June 19th, 2024 ("Amendment No. 4") which this Amendment No. 5 is made and entered into on _____, **2025** to extend the term of services and increase the compensation amount, as indicated below:

1. Capitalized terms used but not defined in this Amendment No. 5 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 March 5, 2026 unless the term of this 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 City's right to terminate this Agreement, as provided for in Section 8.

3. **SECTION 2**, "Compensation" is amended to increase the maximum compensation by **Twenty Nine Thousand Three Hundred Ninety Dollars and Zero Cents (\$29,390.00)**, 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 Fifty One Thousand Three Hundred Sixty Four Dollars and Eighty One Cents (\$1,451,364.81)** 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

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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 Fifty One Thousand Three Hundred Sixty Four Dollars and Eighty One Cents (\$1,451,364.81)** 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. 5 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

DOKKEN ENGINEERING

Armando G. Villa, City Manager

John A. Klemunes, Jr, President

Attest:

Cathy Chan, Secretary

Stephanie Roseen, City Clerk

Approved as to Form:

Jeffrey T. Melching, City Attorney

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EXHIBIT A

Supplement to Scope of Services



January 23, 2025

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

RE: Valley Boulevard Widening Project – Amendment 5

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 5 to this contract for the following reasons:

Recycled Water Accelerated Retrofit Program (ARP): The City is interested in retrofitting a segment of landscape irrigation main and service lines along Valley Blvd from potable to recycled water, utilizing EMWD's ARP.

See attached scope of work and cost proposal for this amendment request, totaling \$29,390.

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 fluid and cursive, with the first and last names being more prominent.

Pamela Dalcin-Walling
Project Manager

SCOPE OF WORK:

Milestone 3 – Final PS&E

Task 6.o FINAL DESIGN

TASK 6.1 60% P&E

Tasks associated with incorporation of recycled water using the ARP include:

- Site visit to investigate existing irrigation for ARP Program with the City of Menifee and EMWD staff.
- Prepare exhibits and irrigation water calculations showing how the ARP Program can be utilized along Valley Boulevard to retrofit existing neighborhoods to recycled water.
- Attend meetings with the City of Menifee and EMWD to present ARP exhibits and discuss comments and questions. Additional meetings as necessary for coordination with EMWD and City of Menifee.
- Revise irrigation exhibits per meeting comments and submit to EMWD and City of Menifee for final approval.
- Review as-builts plans for areas of ARP. Conduct additional site visit as necessary for existing irrigation head quantities.
- Coordinate and prepare landscape construction documents and water calculations for the ARP program. Add ARP information to plans, notes, calculations and quantities per EMWD standards.



Amendment 5-Cost Proposal
CIP 22-02
Valley Blvd Widening Project

Client Name: Jolkes Engineering

Task	Rates and Hours						Subconsultant		Grand Total Cost
	Pamela Delcin Walling Project Manager	Juann Ramos Project Engineer	Senior Engineer 2	Senior Engineer 3	Associate Engineer 2	Total Cost	Sub Consultant Cost	Sub Consultant	
Description	\$ 240.00	\$ 266.00	\$ 240.00	\$ 215.00	\$ 100.00				
MILESTONE 1: PRELIMINARY ENGINEERING									
TASK 6.0 – FINAL DESIGN	8					\$1,920.00	\$27,470.00		\$29,390.00
6.1 50% P&E	8					\$1,920.00	\$27,470.00	Capuya	\$29,390.00
6.2 90% P&E									
6.3 100% P&E									
6.4 100% P&E									
GRAND TOTAL COSTS	\$1,920.00					\$1,920.00	\$27,470.00		\$29,390.00