

**AMENDMENT NO. 7 TO
PROFESSIONAL SERVICES AGREEMENT
ENVIRONMENTAL AND CIVIL ENGINEERING DESIGN SERVICES ON THE
HOLLAND RD/I-215 BRIDGE OVERCROSSING PROJECT, CIP NO. 13-03**

This is Amendment No. 7 (“Amendment ”) to that certain Professional Services Agreement (“Agreement”) made on **April 16, 2014** between the City of Menifee (“City”) and **T.Y. LIN INTERNATIONAL** (“Consultant”) for **ENVIRONMENTAL AND CIVIL ENGINEERING DESIGN SERVICES ON THE HOLLAND RD/I-215 BRIDGE OVERCROSSING PROJECT, CIP NO. 13-03** as amended by that certain Change Order to the Agreement entered into on **April 14, 2016** (“Amendment No. 1”), and that certain Amendment No.2 to the Agreement entered into on **July 18, 2018** (“Amendment No. 2”), and that certain Amendment No. 3 entered into on **May 1, 2019** (“Amendment No. 3”), and that certain Amendment No. 4 is entered into on **September 1, 2021** (“Amendment No. 4”), and that certain Amendment No. 5 is made and entered into on **May 4, 2022** (“Amendment No. 5”), and that certain Amendment No. 6 is made and entered into on **October 11, 2023** (“Amendment No. 6”), which this Amendment No. 7 is made and entered into on _____, **2024** to extend the term of the Agreement, increase the compensation amount, and augment the scope of services as indicated below:

1. Capitalized terms used but not defined in this Amendment No. 7 shall have the meanings ascribed to them in the Agreement.

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 the **April 16, 2014** 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 Contractor 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.

2. **SECTION 2**, “Compensation” is amended to increase the maximum compensation by **Fifteen Thousand Dollars and Zero Cents (\$15,000.00)**, and is amended to read as follows:

SECTION 2. COMPENSATION.

City hereby agrees to pay Consultant a sum not to exceed **Two Million Five Hundred Eighty Six Thousand Six Hundred Sixty Seven Dollars and Zero Cents (\$2,586,667.00)** 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 ENVIRONMENTAL AND CIVIL ENGINEERING DESIGN SERVICES ON THE HOLLAND RD/I-215 BRIDGE OVERCROSSING PROJECT, CIP #13-03 in the amount not to exceed **Two Million Five Hundred Eighty Six Thousand Six Hundred Sixty Seven Dollars and Zero Cents (\$2,586,667.00)** 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. 7 may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

CITY OF MENIFEE

T.Y. LIN INTERNATIONAL

Armando G. Villa, City Manager

Dan Fitzwilliam, Bridge Sector Manager-
Southwest, Vice President

Attest:

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
[Attached]

HOLLAND ROAD/I-215 OVERCROSSING

SCOPE OF WORK

Amendment 7

The Holland Road / I-215 Overcrossing project needs additional engineering design work to revise existing civil and electrical plan sheets to extend the eastern project limits of the intersection of Holland and Hanover to accommodate modifications to the northeast development.

Amendment 7 includes new work, revisions to existing work, and project management needed to support these activities.

1. Project Management
2. Civil
3. Electrical (Utilities)
4. Design Services During Construction for RFIs, coordination, and as-builts.

PART 1 – PROJECT MANAGEMENT

TYLI will provide additional execution and financial management of the design team, coordinate with the City and Contractor, track the progress of the design work, prepare monthly invoices with progress reports, and attend construction meetings.

1.1 General Coordination and Administration

TYLI's Project Manager will provide management, coordination, and supervision of the design team to complete the additional scope of the work.

Deliverables:

- ◆ Monthly Invoices
- ◆ Progress Report
- ◆ Construction Meetings

PART 5 – ENGINEERING SUPPORT

5.0 Engineering Support

5.2 Engineering Support

TYLI will address City of Menifee's and Contractor requested revisions to plans excluded from initial scope of work and implement required design changes.

- Revise Civil Plans, Traffic, and Electrical Plans, and Quantities
 - TYLI will revise the plans, and quantities sheets; and review for any changes to revisions in the specifications and estimate for the design update for the Holland-Hanover intersection.
 - See attached proposed redlines as provided from City.
 - Design Services during construction responses to any RFIs or submittals.
- RFI-065: During construction it was discovered the portion of roadway east of Hanover-Holland intersection (constructed by another entity) was ponding water and incorrectly graded.
 - TYLI will adapt the grading as provided from current project plans, and revise the tie-in area between Holland east and the grading at intersection. Contour elevation grids will be provided to blend project grading to existing grading to repair the area in response to the RFI.

**CITY OF MENIFEE
HOLLAND ROAD/I-215 BRIDGE OVERCROSSING
COST PROPOSAL
AMENDMENT 6**

T.Y. LIN INTERNATIONAL		SCOPE OF WORK: PR-E, PEER, PS&E, AND CONSTRUCTION SUPPORT										8/30/2024	
		MILESTONE/PHASE/PROJECT SUMMARY:											
		Loaded Rates											
		\$ 308	\$ 286	\$ 286	\$ 182	\$ 286	\$ 182	\$ 182			\$ 121		TOTALS
Sub-Task	TASK ACTIVITY	PIC	Project Manager	Lead Civil Engineer	Civil Engineer II	Lead Electrical Engineer	Utility Engineer II	Drainage Discipline Lead	Senior Drainage Engineer 1	Drainage Engineer 2	Account.	Total Hours	
1.0	PROJECT MANAGEMENT											-	
1.1	General Coordination	2.0	5.0								7.0	14.0	\$ 2,893.00
1.2	Meetings		1.0	1.0								2.0	\$ 572.00
												-	\$ -
												-	\$ -
5.0	ENGINEERING SUPPORT											-	\$ -
5.1	Revised Civil Plans, Electrical and Civil			4.0	8.0	4.0	8.0					24.0	\$ 5,200.00
5.2	Construction Support, RFIs, as-builts			1.0	2.0	1.0	2.0					6.0	\$ 1,300.00
5.3	RFI-065 East Holland Exist Paving Ponding issue		2.0	4.0	3.0			1.0				10.0	\$ 2,444.00
	Subconsultant Markup											-	\$ -
	ODC/Outside Service											-	\$ 100.00
TOTALS:		2.0	8.0	10.0	13.0	5.0	10.0	1.0	-	-	7.0	56.0	\$ 12,509.00