

**AMENDMENT NO. 8 TO
PROFESSIONAL SERVICES AGREEMENT
CIP 13-04 BRADLEY ROAD BRIDGE DESIGN**

This is Amendment No. 8 to that certain Professional Services Agreement ("Agreement") made on **September 2, 2015**, between the City of Menifee ("City") and NV5, INC ("Consultant") for **CIP 13-04 BRADLEY ROAD BRIDGE DESIGN SERVICES** as amended by that certain Amendment No. 1 to the Agreement entered into on **July 1, 2018** ("Amendment No. 1"), and that certain Amendment No. 2 to the Agreement entered into on **November 6, 2019** ("Amendment No. 2"), and that certain Amendment No. 3 entered into on **September 2, 2020** ("Amendment No. 3"), and that certain Amendment No. 4 entered into on **June 16, 2021** ("Amendment No. 4"), and that certain Amendment No. 5 made and entered into on **September 15, 2021** ("Amendment No. 5"), and that certain Amendment No. 6 made and entered into on **May 4, 2022** ("Amendment No. 6"), and that certain Amendment No. 7 made and entered into on **November 1, 2023** ("Amendment No. 7"), which this Amendment No. 8 is made and entered on _____, **2024** to increase the compensation amount and augment the scope of work as indicated below:

1. Section 2, "Compensation" is amended to increase the maximum compensation by **ONE HUNDRED SEVENTY ONE THOUSAND NINE HUNDRED DOLLARS AND ZERO CENTS (\$171,900.00)**, and is amended to read as follows:

Section 2. COMPENSATION.

City hereby agrees to pay Consultant a sum not to exceed **ONE MILLION FIVE HUNDRED FIFTY FIVE THOUSAND SEVEN HUNDRED NINETY TWO DOLLARS AND ZERO CENTS (\$1,555,792.00)** notwithstanding any contrary indications that may be contained in Consultant's proposal, for 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 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 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.

2. 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 **CIP 13-04 BRADLEY ROAD BRIDGE DESIGN SERVICES**, in the amount not to exceed **ONE MILLION FIVE HUNDRED FIFTY FIVE THOUSAND SEVEN HUNDRED NINETY TWO DOLLARS AND ZERO CENTS (\$1,555,792.00)** as further detailed in the following page(s).

3. All other terms and conditions of the Agreement remain in full force and effect.
4. This Amendment No. 8 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

NV5, INC

Armando G. Villa, City Manager

Jeffrey M. Cooper, Senior Vice President

Attest:

MaryJo O'Brien, CAO/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

AMENDMENT NO. 8 TO
PROFESSIONAL SERVICES AGREEMENT
CIP 13-04 BRADLEY ROAD DESIGN SERVICES



June 25, 2024

Carlos E. Geronimo, PE
Principal Engineer
Capital Improvement Projects
City of Menifee
29844 Haun Road
Menifee, CA 92586

Subject: Proposal to Provide Construction Support Services for CIP 13-04 Bradley Road Bridge at Salt Creek.

Dear Carlos:

A few months ago, the City asked NV5 to update the Plans, Specifications, and Estimate (PS&E) package to comply with the 2023 Caltrans Standards. While this was a difficult task to estimate, given the time that had already elapsed since we had submitted our final PS&E back in 2019, you asked us to use our construction support budget, which was at \$155,004 to perform that task. To-date, we have spent over \$183,958 which exceeded our construction support budget so far by \$28,954. As a result, we are now submitting this Construction Support proposal amendment to cover the overage as well as for the additional comments received for your review and consideration. We understand that the Construction Management firm you have selected is already providing the excavation and pile installation monitoring, and therefore, these tasks have been deleted from our proposal. We will be using an adjusted Rate Schedule since we anticipate construction to start sometime in summer of 2025 and end by winter of 2026.

This proposal is presented in three sections:

1. Scope of Services
2. Assumptions and Exclusions
3. Proposed Compensation

If the enclosed proposal meets with your approval, please provide us with an Amendment under the terms and conditions of our existing agreement (226815-00044) with the City of Menifee, dated September 2, 2015 except that we are using our adjusted 2024-2025 Schedule of Fees. We respectfully request that the amendment cover the following:

1. After exhausting our current budget, please consider adding a \$50,000 budget amount to cover the additional effort being asked of us to respond to additional comments, and review developer plans to make sure they are complying with our improvements, both of which are well beyond our original scope of work. Based on our conversation today, our review of the developer plans will be limited to ensure that they match our plans. No design reviews will be provided.
2. The construction support services anticipated for this project.

June 25, 2024
Page 2

If conditions change or you would like to add to or revise this scope, please let us know and we will make the necessary modifications. This proposal is good for 90 days.

We appreciate the opportunity to provide this proposal and look forward to continue working with you. Feel free to call me at (858) 705-2430 if you have any questions.

NV5

EXHIBIT A

Scope of Services

NV5 will attend the pre-bid conference to assist the City with responses to questions from prospective contractors. Throughout the Bid Period, NV5 will be available to:

- Respond to inquiries (Assume a total of 20 inquiries)
- Prepare addenda to the plans (Assume no more than 2 sheets)
- Provide clarifications to the plans and specifications
- Evaluate contractors' bids and rank them for selection if requested by the City

During construction, NV5 will provide design support services as follows:

1. Attend the pre-construction conference with the selected contractor
2. Respond to questions from the Resident Engineer (Assume 20 questions each for the bridge and approach roadway)
3. Produce the bridge "4-scale" drawing and submit to the Construction Manager
4. Attend up to 4 construction meetings on-site to discuss and resolve potential hiccups
5. Review and assess contractor's construction schedule with the Construction Manager
6. Review and authorize Falsework Shop Drawings provided by the contractor
7. Review and authorize Prestress Shop Drawings provided by the contractor
8. Review and authorize CIDH Pile Shop Drawings provided by the contractor
9. Review and authorize Railing Shop Drawings
10. Respond to contractor's RFI's (Assume 15 RFI's for both bridge and approach roadway)
11. Review and validate change order requests
12. Review and authorize concrete mix designs and aggregate gradings
13. Review and authorize excavation/shoring plans
14. Review and authorize pile shop drawings and pile hammer analysis (if appropriate)
15. Prepare final As-Built plans using the contractor's and construction manager's marked-up set of plans

Assumptions and Exclusions

It is assumed that:

1. Agency fees, if any, will be paid by the City.
2. Full time inspections by NV5 will not be provided.
3. Materials testing and special inspections will be provided by others, although NV5 has a Caltrans certified laboratory in San Diego that is capable of performing these services if requested
4. Others will perform investigation of Derived Waste (IDW) Testing and Disposal (if soil cuttings cannot be disposed of on-site).
5. No in-depth review of the developer's design.



June 25, 2024

Page 4

Proposed Compensation

Client agrees to compensate Consultant for such services as indicated below:

Progress billings will be forwarded to the Client on a monthly basis on a time and materials basis with appropriate backup documentation. These billings will include fees earned for the billing period. The amendment should cover the following:

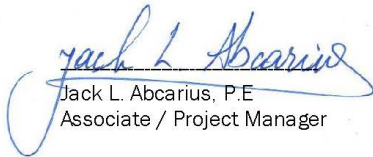
1. Additional effort to respond to additional comments and limited review of developer plans - \$50,000
2. Construction Support services - \$121,900

Total Estimated Fee: \$171,900

If you have any questions regarding this proposal, feel free to contact me by phone at (858) 705-2430, or by email at jack.abcarius@nv5.com.

Respectfully submitted,

NV5, Inc.



Jack L. Abcarius, P.E.
Associate / Project Manager



Mehrnoush Yavary, P.E.
Transportation Manager

Attachments: 1. 2025-2026 Schedule of Fees
3. Revised Fee Summary

NV5

EXHIBIT A

2025-2026 CHARGE RATE SCHEDULE

Technical Services

Engineering Aide/Planning Aide	\$99.00/hour
Project Assistant	\$110.00/hour
Project Administrator	\$122.00/hour
CADD Technician I	\$122.00/hour
CADD Technician II	\$156.00/hour
CADD Technician III	\$166.00/hour
Sr. CADD Technician/Designer	\$184.00/hour
Design Supervisor	\$194.00/hour
GIS Technician I	\$118.00/hour
GIS Technician II	\$152.00/hour
GIS Analyst	\$169.00/hour
Senior GIS Analyst	\$201.00/hour

Field Survey

1-Person Survey Crew (GPS) (Robotic)	\$181.00/hour
1-Person Survey Crew	\$165.00/hour
2-Person Survey Crew	\$267.00/hour
3-Person Survey Crew	\$348.00/hour
1-Person Survey Crew (GPS) (Robotic)*	\$206.00/hour
1-Person Survey Crew*	\$192.00/hour
2-Person Survey Crew*	\$344.00/hour
3-Person Survey Crew*	\$463.00/hour

* Field rates are based on "Prevailing Wage" as determination by the Department of Industrial Relations (DIR).
Rates are effective through December 31, 2024. If contract assignment extends beyond that date, a new rate schedule will be added to the contract. Litigation support will be billed at \$400.00 per hour.

Professional

Intern	\$88.00/hour
Junior Engineer / Planner / Scientist / Surveyor	\$148.00/hour
Assistant Engineer / Planner / Scientist / Surveyor	\$168.00/hour
Associate Engineer / Planner / Scientist / Surveyor	\$181.00/hour
Senior Engineer / Planner / Scientist / Surveyor	\$208.00/hour
Senior Bridge Engineer / Structural Engineer	\$230.00/hour
Project Manager	\$256.00/hour
Senior Project Manager	\$285.00/hour
Principal Engineer	\$312.00/hour
Principal	\$329.00/hour

EXPENSES:

Plotting and In-House Reproduction	1.10 x Cost
Subsistence	1.10 x Cost
Other Expenses - Including Subconsultants & Purchased Services through Subcontracts	1.10 x Cost
GIS Web Hosting	1.10 x Cost

Mileage - Outside Local Area _____ Per Accepted IRS Rate

Bradley Road Bridge Construction Support Services - Fee Summary							
Tasks	Principal Manager	Sr. Project Manager	Senior Br. Engineer	Sr. CADD Technician	Task Hours	Other Direct Costs/subs	Total Fee
	\$329	\$285	\$230	\$184			Fee \$
Pre-Bid Phase							
Attend the pre-bid conference to assist the city with responses to questions	4				4		\$1,316.00
Bid Phase							
Respond to inquiries (Assume 20 inquiries, 1/2 hour each)	5	10	10		25		\$6,795.00
Prepare addenda to the plans (Assume no more than 2 sheets @ 10 hrs/sheet)	2	2	4	20	28		\$5,828.00
Provide clarifications to plans and specs	2	4	8		14		\$3,638.00
Evaluate contractors bids & rank all bids for selection	4	8			12		\$3,596.00
Construction Phase							
Attend the pre-construction conference	4	4			8	\$74.00	\$2,530.00
Respond to questions from the Resident Engineer (Total of 20 for bridge & approach)	4	10	10		24		\$6,466.00
Produce the bridge "4-scale" drawing	1		2	8	11		\$2,261.00
Attend up to 4 construction meetings on-site	12	12			24	\$296.00	\$7,664.00
Review and assess contractor's construction schedule	2	4			6		\$1,798.00
Review and authorize Falsework Shop Drawings	4		40		44		\$10,516.00
Review and Authorize Prestress Shop Drawings	4		24		28		\$6,836.00
Review and authorize CIDH Pile Shop Drawings	2		8		10		\$2,498.00
Review and authorized Railing Shop Drawings		2	4		6		\$1,490.00
Respond to contractor's RFIs (15 RFIs for both bridge & approach at 3 hours each)	4	35	35		74		\$19,341.00
Review and validate change order requests	4	6			10		\$3,026.00
Review and authorize concrete mix designs and aggregate gradings	1	5	5		11		\$2,904.00
Review and authorize excavation/shoring plans	2		6		8		\$2,038.00
Review and authorize pile shop drawings and pile hammer analysis (if appropriate)	4		12		16		\$4,076.00
Prepare As-built plans per contractor marked-up plan set	2	4		36	42		\$8,422.00
Review foundation excavation and monitor CIDH construction (Assume 5 full days and 5 half days)							\$0.00
Management and Coordination	40	20			60		\$18,860.00
Total	107	126	168	64	465	\$370.00	\$121,899.00
						USE	\$121,900.00

55 Miles distance * \$.67 = \$36.85 One Way Travel Cost

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