

CITY OF MENIFEE

PROFESSIONAL SERVICES AGREEMENT

CIP 19-15: CENTRAL PARK AMPHITHEATER PROFESSIONAL DESIGN, ENGINEERING, & ARCHITECTURAL SERVICES FOR THE CENTRAL PARK NEIL WINTER AMPHITHEATER PROJECT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and effective this 2nd day of June, 2021 (“Effective Date”) by and between the CITY OF MENIFEE, a California municipal corporation, (“City”) and **T.Y.LIN INTERNATIONAL**, a California Corporation (“Consultant”). City and Consultant may sometimes herein be referred to individually as a “Party” and collectively as the “Parties.”

SECTION 1. SERVICES.

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Services, attached hereto as Exhibit A and incorporated herein by this reference (the “Services”). Consultant will perform subsequent task orders as requested by the Contract Administrator (as defined below), in accordance with the Scope of Services. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on **June 3, 2021** and shall end on **May 31, 2022** unless the term of this Agreement is otherwise terminated. The time provided to Consultant to complete the Services required by this Agreement shall not affect City’s right to terminate this Agreement,

1.2 Standard of Performance. Consultant represents that Consultant is experienced in performing the Services contemplated herein and, in light of such status and experience, Consultant shall perform the Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and to the satisfaction of the Contract Administrator.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform the Services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, promptly upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of the Services pursuant to this Agreement as may be reasonably necessary to satisfy Consultant’s obligations hereunder.

1.5 Authorization to Perform Services. Consultant is not authorized to perform any of the Services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

1.6 Covid-19 Safety. If Consultant enters City property or meets in person with City employees during the performance of the Services, Consultant shall comply with all State, County, and local emergency orders, directives, protocols, and best practices related to the COVID-19 pandemic, including, but not limited to: (A) wearing facial coverings, (B) maintaining adequate physical distancing when possible, (C) regular hand washing, and (D) regular hand sanitizing.

SECTION 2. COMPENSATION.

City hereby agrees to pay Consultant a sum not to exceed **FOUR HUNDRED FORTY FIVE THOUSAND ONE HUNDRED THREE DOLLARS AND ZERO CENTS (\$445,103.00)** 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.

2.1 Invoices. Consultant shall submit invoices monthly during the term of this Agreement, based on the cost for the Services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- a. Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- b. The beginning and ending dates of the billing period;
- c. A "Task Summary" containing the original contract amount, the amount of prior billings, the total due this period, the balance available under this Agreement, and the percentage of completion;
- d. At City's option, for each item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person performing the Services, the hours spent by each person, a brief description of the Services, and each reimbursable expense;
- e. The total number of hours of work performed under this Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing the Services hereunder necessary to complete the Services described in Exhibit A;
- f. Receipts for expenses to be reimbursed;

g. The Consultant Representative's signature.

Invoices shall be submitted to:

City of Menifee
Attn: Accounts Payable
29844 Haun Road
Menifee, CA 92586

2.2 Monthly Payment. City is required to pay the consultant, and shall make monthly payments, based on invoices received, for the Services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Intentionally Omitted.

2.4 Total Payment. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering the Services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above for the entirety of the Services performed pursuant to this Agreement, unless this Agreement is modified in writing prior to the submission of such an invoice.

2.5 Hourly Fees. Fees for the Services performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule included with Exhibit A.

2.6 Reimbursable Expenses. Reimbursable expenses are included within the maximum amount of this Agreement.

2.7 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.

2.8 Payment upon Termination. In the event that City or Consultant terminates this Agreement pursuant to Section 8, City shall compensate Consultant for all outstanding costs and reimbursable expenses incurred for Services satisfactorily completed and for reimbursable expenses as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs and reimbursable expenses incurred to that date.

SECTION 3. FACILITIES AND EQUIPMENT.

Except as otherwise provided, Consultant shall, at its sole cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees

and reviewing records and the information in possession of City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

SECTION 4. INSURANCE REQUIREMENTS.

Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance checked below and provide Certificates of Insurance, indicating that Consultant has obtained or currently maintains insurance that meets the requirements of this section and which is satisfactory, in all respects, to City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in Consultant's compensation. Consultant shall not allow any subcontractor, consultant or other agent to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant acknowledges the insurance policy must cover inter-insured suits between City and other Insureds.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant pursuant to the provisions of the California Labor Code. Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident, ONE MILLION DOLLARS (\$1,000,000.00) disease per employee, and ONE MILLION DOLLARS (\$1,000,000.00) disease per policy. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against City and its officers, officials, employees, and authorized volunteers for loss arising from the Services performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

a. General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage, for risks associated with the Services contemplated by this Agreement, TWO MILLION DOLLARS (\$2,000,000.00) general aggregate, and TWO MILLION DOLLARS (\$2,000,000.00) products/completed operations aggregate. If a Commercial General Liability Insurance or an Automobile Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection

against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from the Services contemplated under this Agreement, including the use of hired, owned, and non-owned automobiles.

b. Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 Code 2, 8, and 9. No endorsement shall be attached limiting the coverage.

c. Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

a. General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing the Services pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall be shown on the Certificate. If the deductible or self-insured retention exceeds TWENTY-FIVE THOUSAND DOLLARS (\$25,000), it must be approved by City.

b. Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be no later than the commencement of the Services.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after the expiration or termination of this Agreement or completion of the Services, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the Effective Date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after the expiration or termination of this Agreement or the completion of the Services. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the Services under this Agreement. City shall have the

right to exercise, at Consultant's sole cost and expense, any extended reporting provisions of the policy, if Consultant cancels or does not renew the coverage.

d. A copy of the claim reporting requirements must be submitted to City prior to the commencement of the Services under this Agreement.

4.4 All Policies Requirements.

a. Acceptability of insurers. All insurance required by this Section is to be placed with insurers with a Bests' rating of no less than A:VII and admitted in California.

b. Verification of coverage. Prior to beginning the Services under this Agreement, Consultant shall furnish City with Certificates of Insurance, additional insured endorsement or policy language granting additional insured status complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. The Certificate of Insurance must include the following reference: **CIP 19-15: CENTRAL PARK AMPHITHEATER PROFESSIONAL DESIGN, ENGINEERING, & ARCHITECTURAL SERVICES FOR THE CENTRAL PARK NEIL WINTER AMPHITHEATER PROJECT.** The name and address for Additional Insured endorsements, Certificates of Insurance and Notice of Cancellation is: City of Menifee, 29844 Haun Road, Menifee, CA 92586. City must be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of Consultant.

c. Notice of Reduction in or Cancellation of Coverage. Consultant shall provide written notice to City within ten (10) working days if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

d. Additional insured; primary insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of the Services performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by Consultant in the course of providing the Services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers. The insurance provided to City as an additional insured must apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by City. Additional insured status shall continue for one (1) year after the expiration or termination of this Agreement or completion of the Services.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to City and its officers, officials, employees, and volunteers, and that no insurance or self-insurance maintained by City shall be called upon to contribute to a loss under the coverage.

e. Deductibles and Self-insured Retentions. Consultant shall obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the Services.

During the term of this Agreement, only upon the prior express written authorization of the Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

f. Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

g. Variation. The Contract Administrator may, but is not required to, approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that City's interests are otherwise fully protected.

4.5 Remedies. In addition to any other remedies at law or equity City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement;
- b. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.

SECTION 5. INDEMNIFICATION.

5.1 Indemnification for Professional Liability. Where the law establishes a professional standard of care for performance of the Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City and any and all of its officers, employees, officials, volunteers, and agents from and against any and all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action (whether in tort, contract, under statute, at law, in equity, or otherwise) charges, awards, assessments, fines, or penalties of any kind (including reasonable consultant and expert fees and expenses of investigation, costs of whatever kind and nature and, if Consultant fails to provide a defense for City, the legal costs of counsel retained by City) and any judgment (collectively,

“Claims”) to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees, or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

5.2 Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City, and any and all of its officers, employees, officials, volunteers, and agents from and against any and all Claims, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

5.3 Limitation of Indemnification for Design Professionals. Notwithstanding any provision of this Section 5 to the contrary, design professionals are required to defend and indemnify City only to the extent permitted by Civil Code Section 2782.8. The term “design professional” as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

5.4 Limitation of Indemnification. The provisions of this Section 5 do not apply to claims occurring as a result of City’s sole or active negligence. The provisions of this Section 5 shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officers, officials, employees, and agents acting in an official capacity.

SECTION 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of the Services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes the Services rendered pursuant to this Agreement. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant’s exclusive direction and control. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents is in any manner officers, officials, employees, or agents of City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. Except for the fees paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing the Services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing the Services hereunder. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees

Retirement System ("PERS") as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

SECTION 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractor shall comply with all applicable local, state, and federal laws and regulations applicable to the performance of the work hereunder. Consultant shall not hire or employ any person to perform work within City or allow any person to perform the Services required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States. Any and all work subject to prevailing wages, as determined by the Director of Industrial Relations of the State of California, will be the minimum paid to all laborers, including Consultant's employee and subcontractors. It is understood that it is the responsibility of Consultant to determine the correct scale. The State Prevailing Wage Rates may be obtained from the California Department of Industrial Relations ("DIR") pursuant to California Public Utilities Code, Sections 465, 466, and 467 by calling 415-703-4774. Appropriate records demonstrating compliance with such requirement shall be maintained in a safe and secure location at all times, and readily available at City's request. Consultant shall indemnify, defend, and hold City and its elected and appointed boards, members, officials, officers, agents, representatives, employees, and volunteers harmless from and against any liability, loss, damage, cost or expenses (including but not limited to reasonable attorneys' fees, expert witness fees, court costs, and costs incurred related to any inquiries or proceedings) arising from or related to (i) the noncompliance by Consultant or any party performing the Services of any applicable local, state, and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages and hire apprentices); (ii) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by Consultant or any party performing the Services to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the Parties that, in connection with performance of the Services, including, without limitation, any and all public works (as defined by applicable law), Consultant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. Consultant acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws. Consultant shall require the same of all subcontractors.

7.3 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

SECTION 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant.

8.2 Termination by Consultant. Consultant may cancel this Agreement upon 30 days' written notice to City.

8.3 Consequences of Termination. In the event of termination, Consultant shall be entitled to compensation for the Services performed up to the date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or City in connection with this Agreement.

8.4 Intentionally Omitted.

8.5 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

8.6 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in Consultant's proposal, without prior written approval of the Contract Administrator. In the event that key personnel leave Consultant's employ, Consultant shall notify City promptly.

8.7 Survival. All obligations arising prior to the expiration or termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the expiration or termination of this Agreement.

8.8 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all of the following:

- a. Immediately terminate this Agreement;
- b. Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

c. Retain a different consultant to complete the Services described in Exhibit A; and/or

d. Charge Consultant the difference between the cost to complete the Services described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the Services.

SECTION 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. Consultant hereby agrees to deliver those documents to City upon the expiration or termination of this Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for City and are not necessarily suitable for any future or other use. Any use of such documents for other projects by City shall be without liability to Consultant. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports, and other documents are confidential and will not be released to third parties without prior written consent of both Parties unless required by law.

9.2 Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, rights of reproduction, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, test data, survey results, models, renderings, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, digital renderings, or data stored digitally, magnetically, or in any other medium, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

9.3 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for the Services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

9.4 Inspection and Audit of Records. Any records or documents that Section 9.3 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

SECTION 10. MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If either Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and expenses including costs, in addition to any other relief to which that Party may be entitled; provided, however, that the attorneys' fees awarded pursuant to this Section shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing Party in the conduct of the litigation. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Applicable Law; Venue. The internal laws of the State of California shall govern the interpretation and enforcement of this Agreement. In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in Riverside County.

10.3 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

10.4 Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

10.5 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.6 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.7 Consultant Representative. All matters under this Agreement shall be handled for Consultant by ("Consultant's Representative"). The Consultant's Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

10.8 City Contract Administration. This Agreement shall be administered by a City employee, Mariana Mitchell, Sr. Management Analyst ("Contract Administrator"). All

correspondence shall be directed to or through the Contract Administrator or his designee. The Contract Administrator shall have the power to act on behalf of City for all purposes under this Agreement. Unless otherwise provided in this Agreement, Consultant shall not accept direction or orders from any person other than the Contract Administrator or his designee.

10.9 Notices. Any written notice to Consultant shall be sent to:

T.Y.LIN INTERNATIONAL
Attn: Jim Rucker, Vice President
404 CAMINO DEL RIO SOUTH, #700
SAN DIEGO, CA 92108

Any written notice to City shall be sent to the Contract Administrator at:

City of Menifee
29844 Haun Road
Menifee, CA 92586
Attn: Mariana Mitchell, Community Services Manager

with a copy to:

City Clerk
City of Menifee
29844 Haun Road
Menifee, CA 92586

10.10 Professional Seal. Where applicable in the determination of the Contract Administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.

Seal and Signature of Registered Professional with report/design responsibility.

10.11 Rights and Remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

10.12 Integration. This Agreement, including the scope of services attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. The terms of this Agreement shall be construed in accordance with the meaning of the

language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.14 Execution of Contract. The persons executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound.

10.15 Nondiscrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

10.16 No Third Party Beneficiaries. With the exception of the specific provisions set forth in this Agreement, there are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.

10.17 Nonliability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

10.18 No Undue Influence. Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City shall receive compensation, directly or indirectly, from Consultant, or from any officer, employee, or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement.

10.19 No Benefit to Arise to City Employees. No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for the Services to be performed under this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement as of the Effective Date.

CITY OF MENIFEE

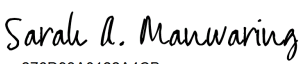
CONSULTANT


DocuSigned by:

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Armando G. Villa, City Manager

DocuSigned by:

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Jim Rucker, Vice President

Attest:
DocuSigned by:

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Sarah A. Manwaring, City Clerk

Approved as to Form:
DocuSigned by:

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Jeffrey T. Melching, City Attorney

[Corporation must have two signatures]

EXHIBIT A

SCOPE OF SERVICES

Scope of services shall include comprehensive professional plans, specifications, and construction documents (PS&E) and related services for the Central Park Neil Winter Amphitheater in the not to exceed amount of **FOUR HUNDRED FORTY FIVE THOUSAND ONE HUNDRED THREE DOLLARS AND ZERO CENTS (\$445,103.00)** as further detailed in the following page(s).



May 24, 2021

City of Menifee
29995 Evans Road, West Annex
Menifee, CA 92586
Attention: Jonathan Nicks, Mariana Mitchell, Bryce Howell

SUBJECT: Qualifications for Professional Design, Engineering, & Architectural Services for the Central Park Neil Winter Amphitheater

Dear Mr. Nicks:

The City of Menifee is known for its New, Better, Best inspiration and its commitment to its citizens and support for local businesses. Menifee is also known for being one of the top Cities to Live and the forward-looking plan of its leaders to create a new, better, and best community amphitheater space for the future will serve that commitment and inspiration.

T.Y. Lin International and our team are thankful and excited for the opportunity to continue to work closely with the City to provide design, architectural, and engineering service to see the new Neil Winter Amphitheater to successful completion. We are proud to offer a thorough project approach and experienced team to identify the most practical and cost-effective solutions and an inspirational and timeless structure. Our perspective and unique knowledge of these important community structures, advanced technological solutions, dedication to the project and to the City of Menifee will achieve a successful new amphitheater.

The T.Y. Lin International team is pleased to work with the City on current contracts and respectfully requests the City's consideration to continue our partnership for this project. We believe our team can make a difference and are eager to deliver Menifee an astounding amphitheater.

Sincerely,
T.Y. Lin International

A handwritten signature in black ink that reads "Robert Barton".

Robert Barton, PE
Project Manager

A handwritten signature in blue ink that reads "James Rucker".

James Rucker, PE
Principal-in-Charge / Vice President

QUALIFICATIONS

TEAM ORGANIZATION

A well-organized team, with clear division of responsibilities, is essential to the effective delivery of any project. The TYLI Team will provide the management services and perform all engineering, and architectural design for the project to successfully deliver this signature structure for the City of Menifee.

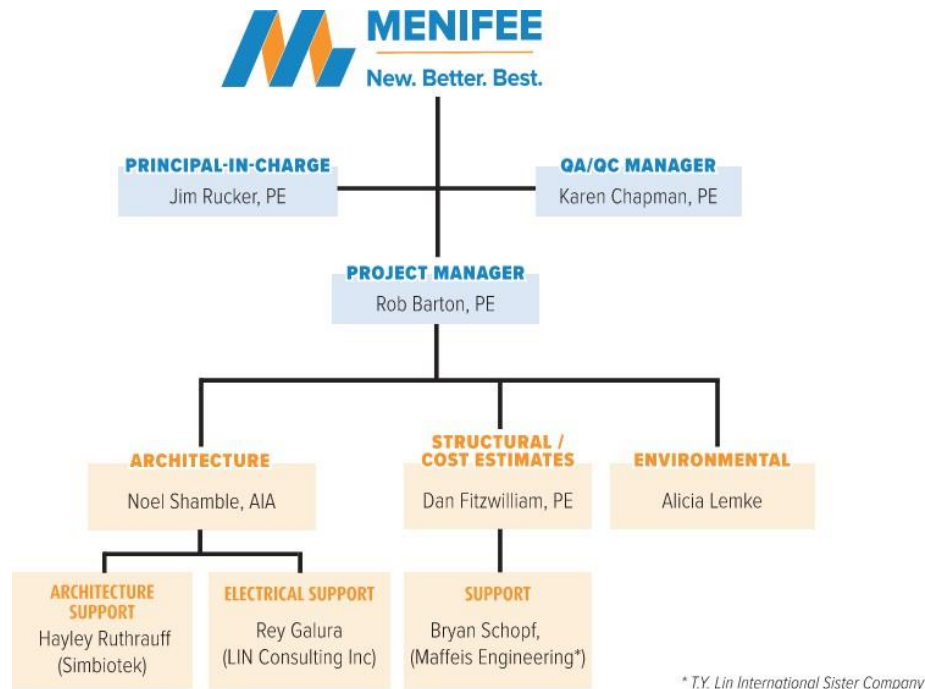
An organization chart has been prepared to illustrate the team and reporting lines of communication (Figure 1).

Figure 1. TYLI Team Organization Chart

KEY STAFF BIOS

To further demonstrate our teams experience and capabilities, we have provided snap-shot bios for our key staff members in Table 1 beginning on the following page.

Full resumes and qualifications for non-key staff can be provided upon the City's request.



* T.Y. Lin International Sister Company

Table 1. Key Staff Bios & Credentials

JIM RUCKER, PE**PRINCIPAL-IN-CHARGE****Registration:**

Professional Engineer, CA, No. 47796

Education:

- ◆ BS, Structural Engineering, University of California, San Diego

Experience: 32 years

Jim has 32 years of bridge engineering experience. As the unit manager and a supervising structural engineer with TYLI, he has been responsible for project management, bridge Advanced Planning Studies (APS), design of new bridges and bridge widenings, preparation of structure specifications and engineers' estimates, construction support services, and seismic retrofitting of existing bridges. Jim has extensive experience on projects requiring Caltrans and Federal Highway Administration (FHWA) oversight, review, and approval. He is a seasoned, veteran Project Manager with extensive experience managing and overseeing multi-discipline teams from architectural concepts through environmental clearance and final design.

KAREN CHAPMAN, PE**QUALITY CONTROL / QUALITY ASSURANCE****Registration:**

Professional Engineer, CA, No. 57661

Education:

- ◆ BS, Civil Engineering, Rutgers University

Experience: 27 years

Karen has 27 years of experience, including two years with Caltrans, designing and leading a variety of transportation projects. Her technical experience involves a variety of facilities, including local streets, highways, freeways, and local street interchanges. Her projects have covered the entire range of project development phases, ranging from the initial identification of needed improvements, feasibility studies, and the preparation of Project Study Reports (PSRs) and Project Reports (PRs), to the preparation of Plans, Specifications, and Estimates (PS&Es), and construction inspection.

ROBERT BARTON, PE**PROJECT MANAGER****Registration:**

Professional Engineer, CA, No. 68789

Education:

- ◆ MS, Structural Engineering, Washington University, St. Louis
- ◆ BS, Civil Engineering, Washington University, St. Louis
- ◆ BA, Physics/Math, Rollins College

Experience: 20 years

Rob has 20 years of experience in structural and civil engineering. He has served as Project Manager, Deputy Project Manager, and Lead Designer on major projects including highway, railway, river bridges, marine terminals, and transit structures. Rob has performed key roles on complex projects located in urban areas, which have required multi-agency coordination and approvals including Caltrans, San Diego Association of Governments (SANDAG), North County Transit District (NCTD), Naval Facilities Engineering Command (NAVFAC), U.S. Army Corps of Engineers (USACE), Los Angeles World Airports (LAWA), McCarran International Airport (LAS), Florida Department of Transportation (FDOT), and the Ports of Los Angeles and Long Beach (POLA/POLB).

DAN FITZWILLIAM, PE
STRUCTURES LEAD
Registration:

Professional Engineer, CA, No. 58937

Education:

- ◆ MS, Civil Engineering, University of Florida
- ◆ BS, Civil Engineering, California State Polytechnic University, Pomona

Experience: 25 years

Dan serves as a technology leader for TYLI's bridge line of business with 25 years of bridge and structural design experience, he is a technical expert in the analysis and design of complex structure projects. He has experience working on an array of bridge types, including concrete segmental, cable-stayed, suspension, stress ribbon, and arches. Dan brings a proven record of producing and delivering constructable designs within exacting budgets and schedules.

BRYAN SCHOPF
STRUCTURES SUPPORT
Firm:

Maffeis Engineering

Role:

Project Director North America

Education:

- ◆ BA, Architecture, Carlton University, Ontario, Canada
- ◆ MS, Structural Engineering Membrane Structures, University of Anhalt, Germany

Experience: 15 years

Bryan is the North American project director at Maffeis Engineering for over 4 years, and has 15 years of architecture and engineering practice with a specialty in tensile and membrane structures. Recent and related projects include Hawerlack Amphitheater Edmonton, Alberta, Las Vegas Raiders Football Team Torch Sculpture, 2012 Olympic Games tensile fabric structures for shooting events London England, and Windsor Festival Plaza tensile fabric event structure in Windsor Ontario.

NOEL SHAMBLE, AIA
LEAD ARCHITECT
Registration:

Licensed Architect

Education:

- ◆ M.Arch, Sustainability and Expressive Design, University of Oregon
- ◆ BS, Structural Engineering, University of California, San Diego

Experience: 13 years

Noel is a registered architect with combined experience in structural engineering and architecture of long-span bridges. He has participated in project teams in the United States and worldwide including China, Europe, Africa, and South America. Noel has specific experience as an architect and visualization specialist for aesthetic and context sensitive design of signature structures. As the Director of TYLI's Architecture and Visualization Group, Noel oversees a team of elite bridge design specialists who specialize in conceiving of and delivering unique structures. In addition to his traditional drafting and hand drawing skills, Noel and his group utilize the latest state-of-the-art tools, such as parametric 3D modeling, augmented reality, virtual reality, and 3D printing.

ALICIA LEMKE
ENVIRONMENTAL LEAD**Education:**

- ◆ BA, Environmental Studies, California State University, San Bernardino

Experience: 21 years

Alicia has 21 years of experience with environmental analysis for a wide range of different public agency and Caltrans projects. She has managed, prepared, reviewed, and signed environmental documents (CE/CE, ND/FONSI, EIR/EIS) for transportation related projects. She has the in-depth knowledge and expertise managing CEQA/NEPA documentation and ensures compliance to environmental laws, regulations, and processes. In addition to environmental services, she has extensive experience working on projects involving Caltrans Local Assistance (Federal Aid) and has prepared funding applications and Local Assistance (Federal Aid) forms for federal funding authorizations.

Prior to joining TYLI, Alicia worked as a Caltrans District 8 employee for 7 years, with two of those years as the Branch Chief for Environmental Local Assistance, bringing a high level of knowledge and experience to projects with Caltrans involvement. She also brings local agency experience as the former Senior Planner for the County of San Bernardino, Department of Public Works and the San Bernardino County Flood Control District.

SCOPE OF WORK

1.0 PROJECT MANAGEMENT (TYLI)

T.Y. Lin International (TYLI) will provide overall execution and financial management of the project, including coordination with the City, tracking progress of the work, preparing monthly invoices with project status reports and conducting project meetings.

1.1 PROJECT MANAGEMENT, PROJECT ACCOUNTING, & DOCUMENTATION

- 1.1.1 TYLI's Project Manager will provide management, coordination, and supervision of project staff to facilitate the performance of the work in accordance with the scope and requirements of the City. Working with the City, TYLI will form a Project Development Team (PDT) and will maintain close coordination amongst all its members.

TYLI will develop a Project Management/Work Plan (PMP). The purpose of the PMP is to provide management and work guidelines to ensure timely delivery of a quality project delivery within established budgets. The PMP also serves as a tool for project control throughout the life of the project.

TYLI will prepare monthly status reports to update the City on the project progress to date; work to be accomplished in the next period; coordinate technical design efforts and forecast budget/schedule requirement. TYLI will also prepare and update the project schedule to monitor the project progress throughout the life of the project.

Subconsultants will provide general management tasks that include formal and informal communications with the project team and create monthly invoices and progress reports for their activities.

DELIVERABLES:

- ◆ Project Management/Work Plan (PMP)
- ◆ Project Schedule
- ◆ Monthly Invoices
- ◆ Progress Report

1.2 QUALITY ASSURANCE & QUALITY CONTROL (QA/QC)

1.2.1 Quality Management Plan (TYLI)

A project Quality Management Plan (QMP) will be developed for the project to address design phase milestone reviews and responses to external comments. The QMP will be incorporated into the PMP.

The project's quality management is accomplished through independent checks and reviews. All structural items are designed by one engineer and independently reviewed by another engineer. The reports and drawings are

produced by one engineer and independently reviewed by another engineer.

The independent review process is accomplished through redlining plan sheets and reports by the reviewer and returning those documents to the originator. The comments are backchecked by the originator and incorporated into the design if there is agreement. Disagreements are discussed between the originator and reviewer and brought to the attention of the Project Manager if there is no resolution. The Project Manager makes the final decision on what to incorporate into the design. Review comments and responses are documented on the hardcopies and spreadsheets in the project folders. Internal review and checklists will be completed prior to official submittals to the client at 50%, 90%, & Final/RFC.

External comments are provided by the City of Meniffee through red marked plan sheets and written comments. Responses are provided on the red marked sheets and documented in a MS spreadsheet. Comments that are agreeable to the designer are incorporated into the design or explanations are provided for comments that are not incorporated. The plans are reviewed for constructability by TYLI construction engineers at key milestones in the PS&E phase.

Critical decisions made and important items awaiting information to be incorporated into the design are tabulated into a spreadsheet, and next phase resolutions will be addressed and incorporated into the following milestone.

1.2.2 Review of Work by Outside Consultants (TEAM)

Work products created by outside consultants are reviewed prior to incorporating into TYLI's designs. The degree of review depends on the work product and our ability to verify the accuracy of the product. The following are general guidelines for specific work products:

- **Geotechnical Reports & Data:** Geotechnical information receives a thorough review by the engineers. The designer is required to complete a checklist for foundation reports and is expected to provide feedback regarding the design and constructability of the bridge foundations.
- **Survey Data:** Survey information and files are reviewed for completeness and that it is generally correct. Other survey data or known points are compared to the provided survey information to ensure there are no obvious errors. This can be accomplished by reviewing hardcopy plans or overlaying survey points on our CAD files. The survey consultant is relied upon that the data they submit is correct.
- **Utility Information:** Utility information provided by the City or other agencies is reviewed with known data and reviewed for correctness. Existing and proposed utility locations are overlaid on the CAD files to ensure there are no conflicts. Potholing may be performed as an

amendment to this scope of work to verify locations of utilities considered to be unknown or in conflict.

DELIVERABLES:

- ◆ Quality Management Plan (QMP) to be incorporated into final PMP
- ◆ Milestone QA/QC Documentation

1.3 MEETINGS (TEAM)

- 1.3.1 TYLI will conduct a kickoff/field review meeting that will be scheduled immediately upon receiving a Notice-to-Proceed. TYLI will ensure attendance by agency key personnel with decision-making abilities (i.e., City). The purpose of the meeting is to review project objectives and requirements, receive initial information, establish communication protocols, and address other issues as necessary to facilitate a successful project initiation. During this meeting, the Purpose and Need for the project and preliminary drawings (previous renderings phase) will be presented to the City to obtain an early conceptual approval and to expedite the project initiation process. Thereafter, meetings with the City of Meniffee will be conducted on an as-needed basis to discuss progress, general project issues, obtain direction, and to exchange information. Three (3) total management level meetings are considered. Separate meetings for design milestone development and community or City Council presentations will be performed under design milestone meeting scope. Subconsultants will attend the project kick-off meeting (virtual).

DELIVERABLES:

- ◆ Meeting Agendas
- ◆ Meeting Minutes

2.0 PRELIMINARY ENGINEERING

Survey and draft geotechnical reports are performed prior to the start of preliminary engineering and performed under separate contract.

2.1 ENVIRONMENTAL STUDIES (TYLI)

Technical Studies: Per the direction from the City of Meniffee, no technical studies are required. Technical analysis completed under the existing Town Center Environmental Impact Report will be utilized for the CEQA Notice of Exemption referencing the “Existing Facilities” category.

2.2 PRELIMINARY ARCHITECTURAL DESIGN (TYLI)

- 2.2.1 The preliminary architectural design will revise the conceptual renderings to establish the controlling dimensions and provide the required storage area planning.

Preliminary architectural design will focus on building a detailed 3D model of the shade structure and storage. This model will function as a base to extract 2D drawings and data which will be distributed to the other disciplines. Input from structure, and lighting design disciplines will guide design direction. In this round we will be focusing on material selection, defining geometry, detail development, and will culminate in a final round of renderings. It is fully expected that there will be a heavy emphasis on value engineering to explore creative solutions that will lower the cost but also impact the global form. This is an iterative process that will require editing the model based on engineering and manufacturer input to ensure we arrive at an acceptable cost estimate in line with the City's expectations. Once the City approves architectural design based on render review, the team will focus on 2D drawing development and building information modeling (BIM) conversion that will be shared with the various disciplines.

2.2.2 Preliminary design includes:

2.2.2.1 Site Plan and Floor plan

- Provide layout/drawing for site and floor plans for coordination and direction as design updates from the team

2.2.2.2 Views for 3-Dimensional

- Convey storage building, as necessary, for coordination purposes

Assumptions and Exclusions

- Major revisions to structure type, architecture, or materials that would affect the following design phases.

2.3 PRELIMINARY DESIGN MEETINGS (TEAM)

2.3.1 TYLI will facilitate monthly design coordination team meetings to provide progress updates, coordinate between technical disciplines, and facilitate project communication. For each meeting, TYLI will prepare meeting agendas and minutes. The minutes will be distributed to all attendees within five (5) working days after the meeting. Minutes will include attendees list, contact information, synopsis of discussion items, action items, and decisions made. Two (2) meetings are considered for this phase. Decision logs will be created and maintained to

DELIVERABLES:

- ◆ Meeting Agendas
- ◆ Meeting Minutes

2.4 Quality assurance and Quality Control (QA/QC) (TEAM)

2.4.1 The design team will perform quality control and quality assurance per the project developed QMP before milestone submittals. Each deliverable item will be reviewed, and the quality control and quality assurance documents will be preserved per the PMP document control procedures.

3.0 PRE-FINAL DESIGN DEVELOPMENT

The design team will provide design development engineering, finalize preliminary engineering studies, and create preliminary specifications and quantities.

3.1 ENVIRONMENTAL NOTICE OF EXEMPTION (TYLI)

3.1.1 California Environmental Quality Act Notice of Exemption

TYLI will research and review the Town Center Specific Plan Environmental Impact Report and prepare a Notice of Exemption (NOE) in City of Meniffee acceptable format pursuant to the requirements of the California Environmental Quality Act (CEQA) § 21080 and §§ 15300 through 15332 of the CEQA Guidelines. TYLI will assist the City with filing the NOE with the Riverside County Clerk and/or Office of Planning and Research.

DELIVERABLES:

- ◆ One draft and one final Notice of Exemption (NOE)

3.1.2 Exclusions and Assumptions

- This scope assumes that there will be no public controversy requiring public outreach.
- This scope assumes the project would qualify for a Categorical Exemption under CEQA and that the environmental impacts of the project are less than significant which do not require mitigation. An Initial Study/Mitigated Negative Declaration (IS/MND) or Environmental Impact Report (EIR) will not be prepared.
- No biological, cultural, paleontological, archaeological, visual, noise, air quality, or hazardous materials surveys or reports are requested to be prepared. The NOE will reference the EIR that was prepared for the Town Center Specific Plan for information regarding these environmental resources.

3.2 PRE-FINAL ARCHITECTURE DESIGN (TYLI, Simbiotek)

3.2.1 With the completion of the detailed architectural model and conversion of it into a BIM, the team's focus will be on the production of 2D drawings including plans, sections, and details. Draft architectural design will focus heavily on defining geometry for items such as the glulam beams and diagonal members along with detail development of connections all in coordination with the structure team. Drawings that focus on architectural lighting for the shade structure will be prepared. This phase will culminate with updated quantities, specifications, and cost estimates.

3.2.2 This phase of architectural design is heavily focused on reviewing and incorporating city's comments from the preliminary submittal. The

expectation is minor adjustments to drawings and the addition or subtraction of projects components such as lighting and sound equipment.

3.2.2.1 Pre-Final architectural construction documents include:

- Site Plan
- Further design for ADA access, code required dimensions, coordinate preliminary grades, etc.
- Floor plans, interior elevations, schedules, exterior elevations, reflected ceiling plan, wayfinding plan, draft electrical receptacle locations and switching
- Further design to include code review/egress information, draft wayfinding and signage locations and design
- Include more detail such as casework locations, lighting plan, draft wall sections, etc.
- Elevations and 3D images (2 day views and 2 night views)
- Convey materials/details as necessary for pricing/review/approval (interior/exterior)
- Signage/wayfinding draft design and locations
- Schedules
- Door schedule
- Specifications and product literature for review/approval
- Cost estimate
- Detailing
- Develop details for walls/ceiling/roofing as necessary
- Develop further for final review/approval
- Includes addressing comments and revising drawings and specifications as necessary for permitting approval

Assumptions and Exclusions

- Extensive, in-depth drawings of existing conditions
- Additional design items or permitting packages not listed in this proposal
- Landscape Architecture
- Public Outreach and Public Presentations
- Animations

3.3 PRE-FINAL STRUCTURAL DESIGN

3.3.1 Superstructure (Maffei): This task includes identification of the client's requirements according with the architectural concept, definition of geometry of the structure, identification of the cladding system and coordination with the designer of the structure where the glulam is connected to.

Main design steps are as follows:

- Develop design criteria in relation to the structural calculation of the main structure (glulam) and cladding.

- Prepare structural calculation of the glulam. Sizing the glulam section.
- Provide reaction forces to the substructure.
- Prepare design for preferred cladding option.
- Participate in weekly progress virtual meetings with Design Team for coordination
- Prepare maintenance strategy
- Prepare method statement for installation for inclusion in the project specifications.

Determine the final structural behavior of the glulam beam and their secondary support to sustain the cladding. Design of the preferred cladding and the tensile membrane part in between the two buildings.

Main design steps listed below:

- Performance Criteria of cladding part (Thermal)
- Structural calculation of the glulam beam, secondary support.
- Design of the structural connection (field and splice connections, baseplate connections)
- Design of the preferred cladding option
- Typical details for the secondary structure to support the cladding.
- Design of the tensile structure in between the Amphitheatre and Storage building
- Participate in progress virtual meetings with Design Team for coordination

3.3.2 Pre-Final Structural Design: Substructure (TYLI)

- Coordinate with superstructure designer for demands on footings
- Coordinate with Geotech to select amphitheater foundation type
- Provide foundation loads to Geotechnical Engineers
- Coordinate with Geotech to select Storage building foundation type
- Develop geometry of pile cap, arch base, and benches
- Perform structural analysis and develop foundation demands from superstructure demands
- Develop plan sheets for amphitheater foundation, storage building foundation, deep foundation details, and miscellaneous foundation details.
- Advance foundation calculations to pre-final
- Advance foundation details to 90%
- Implement coordination comments

DELIVERABLES:

- ◆ Technical Document discussing the main criteria for designing, load assumption and global structural behavior.
- ◆ Load reaction preliminary defined according with the level of the design phase.
- ◆ Design calculations and plans.

- ◆ Technical Document about the performance criteria of the proposed cladding
- ◆ Thermal report for the proposed cladding option.
- ◆ Structural report including the verification of the primary and secondary glulam beam.
- ◆ Technical drawings about glulam arch geometry and typical detail
- ◆ Technical drawings about proposed cladding.
- ◆ Schema of the different material, quantity, and cost.

3.4 INDEPENDENT REVIEW STRUCTURAL CALCULATIONS (TYLI, Maffeis)

3.4.1 The design team will perform an independent review of the structural calculations and plans.

Independent Check Structural Design

- Review structural model of amphitheater
- Summarize amphitheater element demands
- Calculate amphitheater element capacities
- Summarize D/C ratios of all amphitheater elements
- Perform plan review of amphitheater sheets
- Perform "Over the Shoulder" review of amphitheater calculations

3.5 PRE-FINAL ELECTRICAL/LIGHTING DESIGN (LCI)

3.5.1 Design and prepare draft plans and schematic single line diagram. Calculate preliminary electrical loadings.

3.5.2 Upon approval of the schematic design LCI, will proceed in the design and preparation of the PS&E and incorporate comments from the previous submittal.

- a. Calculate electrical loads and modify existing service main switchboard.
- b. Calculate and design feeders for the buildings.
- c. Design service panel for the Amphitheater and Warehouse.
- d. Perform photometric lighting calculations.
- e. Calculate voltage drop, size wiring and feeders sizes.
- f. Design and develop wiring diagram.
- g. Prepare plans and develop section and details.
- h. Update the existing panel schedule.
- i. Project Management includes client, team meetings/coordination, plan check coordination.
- j. Incorporate plan check comments.

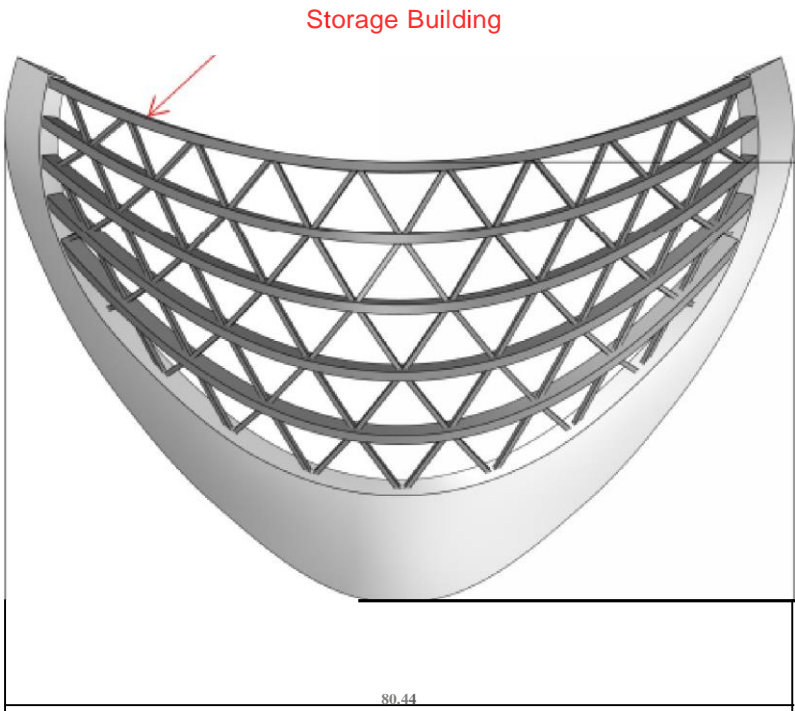
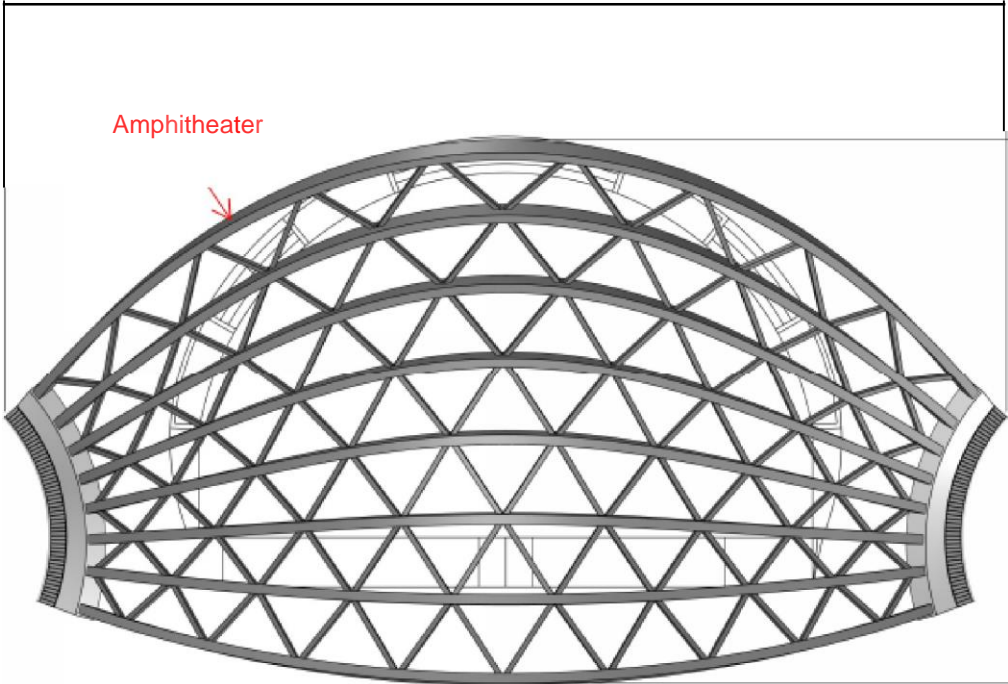
- k. Prepare probable construction cost estimate base on the design submittal.
- l. Edit and City standard specifications.
- m. Prior to the submittal LCI will perform in-house QA/QC and cross-check our plans with other disciplines.

DELIVERABLES:

- ◆ Typical Notes, Legend, Abbreviations and Typical Details (1 sheet)
- ◆ Site Electrical Plan - (1 sheet)
- ◆ Amphitheater Power and lighting Plan - (1 sheet)
- ◆ Warehouse Power and Lighting Plan - (1 sheet)
- ◆ Lighting Schedule – (1 sheet)
- ◆ Wiring and Single line diagrams – (1 sheet)
- ◆ Panel schedule - (1 sheet)
- ◆ Sections & Details (1 sheet)
- ◆ Title 24 Forms - (2 sheets)
- ◆ Energy Forms – (1 sheet)
- ◆ Photometric Lighting Plans – (1 sheet)

Assumptions and Exclusions

- The design of the proposed structures electrical systems will not exceed the existing panel capacities. Upgrading existing electrical service and equipment such as alternative power sources (solar power or generator design), is not included in the proposal.
- Outdoor lighting separate from the proposed structure is not included in the proposal with the exception of security or emergency lighting attached to the proposed structure outside the storage building doorway.
- Only emergency exit lighting for proposed structures are requested.
- Architectural lighting and system for the Amphitheater will be designed by TYLI and LCI scope of work is to provide power to the system.
- It is assumed the City will be the reviewer of the electrical plans.



3.6 SPECIFICATIONS, QUANTITIES (TEAM)

3.6.1 The design team will develop pre-final specification using CSI format. Specifications and quantities will focus on a variety of components including:

- Glulam treatment/ stain and linear length
- Lighting Fixtures and component count/ linear length
- DMX type and count, Pull Box count/ location, and Controller type
- Cladding Material/ Color and area
- Concrete treatment/ mix design and volume
- Speaker type and count
- Electrical specifications and estimates

3.6.2 The specifications will be developed using CSI format and the pre-final milestone will include draft specifications. Itemized quantities with unit prices will be provided to determine a project cost estimate.

3.7 PRE-FINAL DESIGN MEETINGS (TEAM)

3.7.1 The design team will attend every other week design development team teleconferences. The meetings will be held virtually and will be used to provide progress updates to the City, coordinate design decisions, and maintain communication for the design team.

3.7.2 Pre-Final Comment Resolution Meeting. Submit to City prior to pre-final submittal a design development package with calculations, plans, specifications, and cost estimates. The City will prepare comments from that design development submittal. The design team will continue to develop the Pre-Final submittal. A comment response 'over the shoulder' team meeting will be held to review and respond to the City's design comments. The design team will incorporate the agreed upon comments in the Final design phase.

3.8 QUALITY CONTROL AND QUALITY ASSURANCE (TEAM)

3.8.1 The design team will perform one round of quality control and quality assurance per the project developed QMP before milestone submittal. Each deliverable item will be checked and reviewed, and the quality control and quality assurance documents will be preserved per the PMP document control procedures.

Structural design calculations and plans will be Independently Reviewed by an engineer not involved in preparation of the design calculations and/or plan.

4.0 FINAL DESIGN/RFC ENGINEERING

4.1 RESPOND TO COMMENTS (TEAM)

4.1.1 The design team will collect the agreed upon design comments from the City. The revisions will be integrated into the final design. Changes to

structure type or architecture cannot be incorporated at this phase without a revision to scope, fee and amendment.

4.2 FINAL ARCHITECTURAL DESIGN (TYLI)

- 4.2.1 Task is the finalization of the design for the defined structure and cladding. Final sizing of the primary and secondary glulam structure. Definition of cladding detail in relation to the approved performance criteria (thermal and acoustic). Maintenance and installation process clarified in detail.

Technical specification of each material used and designed according with the above scope of work.

4.3 FINAL STRUCTURAL DESIGN (TYLI, Maffei)

- 4.3.1 Implement peer review and City comments. Develop and finalize the Structural Calculations and provide a stamped set of calculations. Finalize Plan Sheets and provide stamped set of construction ready documents.

4.4 FINAL SPECIFICATIONS, QUANTITIES, & ESTIMATES (TEAM)

- 4.4.1 The design team will prepare final construction specifications including any specific item cut sheet. Response to comments and incorporate final plan check comments to the plans, specifications, and estimate.
- 4.4.2 Itemized quantities with unit process will be provided to determine a project cost estimate.

4.5 FINAL MEETINGS (TEAM)

- 4.5.1 The design team will conduct every other week design development team meetings until final submittal. Decision logs will be maintained.

4.6 QA/QC (TEAM)

- 4.6.1 The design team will perform final quality control and quality assurance per the developed Quality Management plan before milestone submittals. Each deliverable item will be checked and reviewed, and the quality control and assurance documents will be preserved per the PMP document control procedures.

5.0 EXCLUSIONS

Per standard industry practice according to the Associated General Contractors of America, Construction Management Association of America, and the American Institute of Architects;

As-Built Drawings are provided by City's selected Contractor

Drawings from Fabricators ('Fabrication' or 'Shop' Drawings) are provided by the Fabricator as selected by the Contractor during the Construction phase.

FEE

Please refer to the following pages for our team's proposed fee for this amphitheater project.

T.Y. LIN INTERNATIONAL
NEIL WINTER AMPHITHEATER

Date: 5/24/21
Prime Consultant: T.Y. Lin International
Project Title: Menifee Central Park Amphitheater
Project Number: 701355
Client Reference:

Task/Subtask		Description	Activity	WBS or Activity Code	Estimated Labor Hours																Hours	Total Labor Amount	Raw Labor Amount
					Rucker, Jim Principal Eng	Chapman, Karen QA/QC	Barton, Robert	Fitzwilliams, Dan Sr Br Eng I	Sokolowski, Robert Sr Br Eng I		Whitman, Alex Jr Eng I	Mancini, David Design Tech II	Medina, Aliza Design Tech II	Bracco, Stacey Proj Accountant	Shamble, Noel Lead Architect	Lemke, Alicia	Ketelson, Jodi	Ruthrauff, Hunter Senior Designer	Blampied, Greg Designer				
1.0		Project Management																					
1.1		PM/Project Accounting/Documentation/etc.			4		20						26							50	\$8,580	\$8,580	
1.2		QA/QC				6	6												12	\$3,060	\$3,060		
1.3		Meetings			2	2	2												6	\$1,580	\$1,580		
		TASK SUBTOTAL:			6	8	28	0	0	0	0	0	26	0	0	0	0	0	68	\$13,220	\$13,220		
2.0		Preliminary Engineering																					
2.1		Environmental Studies																	0	\$0	\$0		
2.2		Preliminary Architectural Design												8			60	75	143	\$21,400	\$21,400		
2.3		Preliminary Design Meetings			2	2	6								8	1			19	\$4,260	\$4,260		
2.4		QA/QC			2	4	2								24				32	\$6,940	\$6,940		
		TASK SUBTOTAL:			4	6	8	0	0	0	0	0	0	8	32	1	60	75	194	\$32,600	\$32,600		
3.0		Pre-Final Design Engineering																					
3.1		Environmental NOE													48	36			84	\$15,360	\$15,360		
3.2		Pre-Final Architectural Design												8			22	42	72	\$10,600	\$10,600		
3.3		Pre-Final Structural Design					24	42		68	60	80							274	\$40,520	\$40,520		
3.4		Independent Check Structural Design					14	16		16									46	\$9,000	\$9,000		
3.5		Pre-Final Electrical Design																	0	\$0	\$0		
3.6		Specs, Qty. & Estimate					8	8		8				8			32	8	72	\$13,080	\$13,080		
3.7		Pre-Final Design Meetings			2	2	12	8	8						4				36	\$8,360	\$8,360		
3.8		QA/QC			6	6	3		15		14				2				46	\$9,340	\$9,340		
		TASK SUBTOTAL:			8	8	15	54	89	0	106	60	80	0	16	54	36	54	50	630	\$106,260	\$106,260	
4.0		Final Design / RFC Engineering																					
4.1		Respond to Comments					8	6	6						6			6	36	\$7,600	\$7,600		
4.2		Final Architectural Design															8	8	8	\$1,440	\$1,440		
4.3		Final Structural Design						16	16			40	40						112	\$17,160	\$17,160		
4.4		Specs, Qty, Estimate							16								8		8	\$1,440	\$1,440		
4.5		Meetings					8	8	8						2				26	\$5,920	\$5,920		
4.6		QA/QC			2	2	2	8	40		32						22	6	86	\$15,980	\$15,980		
		TASK SUBTOTAL:			2	2	18	38	70	0	32	40	40	0	6	2	0	22	6	278	\$49,540	\$49,540	
																			0	\$0	\$0		
		OPTIONAL TASKS SUBTOTAL:			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	
Total Hours:					20	24	69	92	159	0	138	100	120	26	30	88	37	136	131	1170	\$201,620		
Raw Labor Rate:					\$280.00	\$280.00	\$230.00	\$260.00	\$200.00	\$0.00	\$135.00	\$145.00	\$100.00	\$110.00	\$200.00	\$200.00	\$160.00	\$180.00	\$120.00				
Billing Rate:					\$280.00	\$280.00	\$230.00	\$260.00	\$200.00	\$0.00	\$135.00	\$145.00	\$100.00	\$110.00	\$200.00	\$200.00	\$160.00	\$180.00	\$120.00				
Labor Subtotal:					\$5,600	\$6,720	\$15,870	\$23,920	\$31,800	\$0	\$18,630	\$14,500	\$12,000	\$2,860	\$6,000	\$17,600	\$5,920	\$24,480	\$15,720			\$0	

SUBCONSULTANT/VENDOR SERVICES	Amount	%	DBE?
Lin Consulting- Electrical	\$53,423	12.0%	Y
Simbiotek	\$10,350	2.3%	Y
Maffeis	\$179,445	40.3%	N
		0.0%	N
		0.0%	N
		0.0%	N
		0.0%	N
		0.0%	N
		0.0%	N
		0.0%	N
		0.0%	N
Subtotal - SUBCONSULTANT SERVICES:	\$243,218	54.6%	
DBE Participation:	\$63,773	14.3%	
Prime Consultant Markup	\$0	0.0%	

Annual Escalation Rate:				1.0%
Contract Duration (Years):				1.00
LABOR:				\$201,620
OTHER DIRECT COSTS				
Printing & Repro 11x17	0	Copies	\$0.10	\$0
Printing & Repro 8.5x11	0	Copies	\$0.05	\$0
Mileage	300	Miles	\$0.55	\$165
Shipping & Delivery	0	Each	\$49.00	\$0
Miscellaneous	1	LS	\$100.00	\$100
Airfare/Lodging	0	LS	\$0.00	\$0
				\$0
				\$0
				\$0
				\$0
				\$0
OTHER DIRECT COSTS:				\$265
SUBCONSULTANT/VENDOR SERVICES:				\$243,218
BASE BUDGET:				\$445,103
ADDITIONAL SERVICES BUDGET:				\$0
TOTAL BUDGET:				\$445,103

See note 1

Notes:
1. Escalated Fee assumed to midpoint of contract duration, with no escalation for the first year.

T.Y. LIN INTERNATIONAL
PROJECT TITLE
BUDGET WORKSHEET

Date: 5/24/21
Consultant Firm: Lin Consulting- Electrical
Project Title: Menifee Central Park Amphitheater
Project Number: 701355
Client Reference: 0

Task/Subtask	Description	Activity	WBS or Activity Code	Estimated Labor Hours																Hours	Total Labor Amount	Raw Labor Amount
				Sun, William Principal QA/QC	Gallura, Rey Sr. Proj. Manager	Mang, George Senior Engineer	Jongjitsamit, Veethima Project Engineer	Silvestre, Angelique Project Engineer	Technical Support													
1.0	Project Management																					
1.1	PM/Project Accounting/Documentation/etc.								8										8	\$466	\$466	
1.2	QA/QC			4															4	\$860	\$860	
1.3	Meetings				0														0	\$0	\$0	
	TASK SUBTOTAL:			4	0	0	0	0	8	0	0	0	0	0	0	0	0	0	12	\$1,326	\$1,326	
2.0	Preliminary Engineering																		0	\$0	\$0	
2.1	Environmental Studies																		0	\$0	\$0	
2.2	Preliminary Architectural Design																		0	\$0	\$0	
2.3	Preliminary Design Meetings				4														4	\$671	\$671	
2.4	QA/QC				8														8	\$1,341	\$1,341	
	TASK SUBTOTAL:			0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	12	\$2,012	\$2,012	
3.0	Pre-Final Design Engineering																					
3.1	Environmental NOE																		0	\$0	\$0	
3.2	Pre-Final Architectural Design																		0	\$0	\$0	
3.3	Pre-Final Structural Design																		0	\$0	\$0	
3.4	Independent Check Structural Design																		0	\$0	\$0	
3.5	Pre-Final Electrical Design				28	60	80	50											218	\$24,407	\$24,407	
3.6	Specs, Qty, & Estimate				16		4		14										34	\$3,882	\$3,882	
3.7	Pre-Final Design Meetings				8		4												12	\$1,725	\$1,725	
3.8	QA/QC			16	8														24	\$4,782	\$4,782	
	TASK SUBTOTAL:			16	60	60	88	50	14	0	0	0	0	0	0	0	0	0	288	\$34,797	\$34,797	
4.0	Final Design / RFC Engineering																					
4.1	Respond to Comments				4														4	\$671	\$671	
4.2	Final Architectural Design																		0	\$0	\$0	
4.3	Final Structural Design																		0	\$0	\$0	
4.4	Specs, Qty, Estimate				12	16	20	20											68	\$7,670	\$7,670	
4.5	Meetings				4														4	\$671	\$671	
4.6	QA/QC			0	12	12	12	12	0										48	\$5,725	\$5,725	
	TASK SUBTOTAL:			0	32	28	32	32	0	0	0	0	0	0	0	0	0	0	124	\$14,740	\$14,740	
	OPTIONAL TASKS SUBTOTAL:			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	
Total Hours:				20	104	88	120	82	22	0	0	0	0	0	0	0	0	0	436	\$52,876		
Raw Labor Rate:				\$215.04	\$167.68	\$134.40	\$96.00	\$79.36	\$58.24									436	\$52,876			
Billing Rate:				\$215.04	\$167.68	\$134.40	\$96.00	\$79.36	\$58.24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					
Labor Subtotal:				\$4,301	\$17,439	\$11,827	\$11,520	\$6,508	\$1,281	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				\$0	
Multiplier (incl. OH + Profit):				1.00																		
2nd TIER SUBCONSULTANT/VENDOR SERVICES				Amount	%	DBE?														Annual Escalation Rate:		1.0%
Sub a				\$0	0.0%	N														Contract Duration (Years):		1.00
Sub b					0.0%	N														LABOR:		\$52,876
Sub c					0.0%	N																
Sub d					0.0%	N																
Sub e					0.0%	N																
Sub f					0.0%	N																
Sub g					0.0%	N																
Sub h					0.0%	N																
Sub i					0.0%	N																
Sub j					0.0%	N																
Sub k					0.0%	N																
Sub l					0.0%	N																
Subtotal - SUBCONSULTANT SERVICES:				\$0	0.0%																	
DBE Participation:				\$0	0.0%																	

Date: 5/24/21
 Consultant Firm: Simbiotek
 Project Title: Menifee Central Park Amphitheater
 Project Number: 701355
 Client Reference: 0

OTHER DIRECT COSTS		Quant	Unit	Price	Amount
Printing & Repro 11x17	C	Copies	\$0.10		\$
Printing & Repro 8.5x11	C	Copies	\$0.05		\$
Mileage	C	Miles	\$0.55		\$
Shipping & Delivery	C	Each	\$49.00		\$
Miscellaneous	C	LS	\$5.00		\$
Airfare/Lodging	C	LS	\$750.00		\$
					\$
					\$
					\$
					\$
OTHER DIRECT COSTS:					\$
SUBCONSULTANT/VENDOR SERVICES:					\$
TOTAL BUDGET					\$10,350

























See note 1

Date: 5/24/21
 Consultant Firm: Maffei
 Project Title: Menifee Central Park Amphitheater
 Project Number: 701355
 Client Reference: 0

[illegible]

Notes:

1. Escalated Fee assumed to midpoint of contract duration, with no escalation for the first year.

Project: Neil Winter Amphitheater Date: 5/24/2021	Task		Rolled Up Critical Task		Project Summary		Duration-only		External Tasks	
	Critical Task		Rolled Up Milestone		Group By Summary		Manual Summary Rollup		External Milestone	
	Milestone		Rolled Up Progress		Inactive Milestone		Manual Summary		Progress	
	Summary		Split		Inactive Summary		Start-only		Deadline	
	Rolled Up Task		External Tasks		Manual Task		Finish-only			
Page 1										