

**AMENDMENT NO. 5 TO
AGREEMENT BETWEEN T.Y.LIN INTERNATIONAL
AND THE CITY OF MENIFEE FOR CIP 13-03
(HOLLAND ROAD/ I-215 BRIDGE OVERCROSSING PROJECT)
ENVIROMENTAL AND CIVIL ENGINEERING DESIGN SERVICES**

This is Amendment No. 5 to that certain AGREEMENT for Professional Services Agreement ("Agreement") made on _____ between the City of Menifee ("City") and **T.Y.LIN INTERNATIONAL** ("Consultant") for **CIP 13-03 (HOLLAND ROAD/ I-215 BRIDGE OVERCROSSING PROJECT) ENVIROMENTAL AND CIVIL ENGINEERING DESIGN SERVICES** which Amendment No. 5 is made and entered into on May 4th, 2022 to increase the scope of work and compensation amount as indicated below:

1. Section 1, "Compensation" is amended to increase the maximum compensation by **\$77,390.00 (SEVENTY SEVEN THOUSAND THREE HUNDRED NINETY DOLLARS AND ZERO CENTS)**, and is amended to read as follows:

Section 1. COMPENSATION.

City hereby agrees to pay Consultant a sum not to exceed **\$ 2,496,508.00 (TWO MILLION FOUR HUNDRED NINETY SIX THOUSAND FIVE HUNDRED EIGHT DOLLARS AND ZERO CENTS)** 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. **Section 2.** Exhibit A, Scope of Services is supplemented to include **Amendment No. 1 Scope of Work Additional Work**, which supplement is attached as Exhibit A hereto. **"Amendment No. 1 Scope of Work Additional Work (Amendment No. 1)"** 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.
3. All other terms and conditions of the Agreement remain in full force and effect.

CITY OF MENIFEE

DocuSigned by:



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Armando G. Villa, City Manager

T.Y.LIN INTERNATIONAL

DocuSigned by:



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Jim Rucker, Vice President

Attest:

DocuSigned by:



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Clark Fernon, Vice President

DocuSigned by:



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Stephanie Roseen, Acting City Clerk

Approved as to Form:

DocuSigned by:



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Jeffrey T. Melching, City Attorney

Amendment No. 1 – Exhibit A: Scope of Work Additional Work



SCOPE OF WORK

City of Menifee Holland Road Recycled Water Line and 12" Water Relocation

Prepared for: City of Menifee, CA

Prepared by: T.Y. Lin International (TYLI)

April 1, 2022

Overview

The City of Menifee is seeking the design of a new recycled water utility from the intersection of Holland and Haun Road to extend to the new cul-de-sac for future use and design revisions for the 12" water relocation. Design revisions will include realignment of the existing 12" water along Holland Road East and West of the I-215 freeway. The realignment will include connections to the new Holland Road Overcrossing Water Transmission pipeline (D-53745) through Caltrans right-of-way. The realignment west of the freeway will begin at the existing 12" water line east of the proposed cul-de-sac and end at the proposed bridge water line. The realignment east of the freeway will begin at the proposed bridge water line and end at the existing 12" water near Willowood Way. This realignment will revise the previously approved Holland Road 12" water relocation plans.

This scope of work itemizes the tasks to be performed by TYLI for this work as follows:

Task 1 Project Management

- 1.1 TYLI will provide overall execution and financial management of the project, including City and Eastern Municipal Water District (EMWD) coordination, tracking progress of the work, preparing monthly invoices with project status reports, and conducting project meetings.
- 1.2 TYLI will conduct additional meetings for project development to complete the PS&E phase of the project. A kickoff meeting teleconference with EMWD and a maximum of four (4) additional design development teleconferences are included. In addition, TYLI will attend one (1) City Quarterly Utility Coordination Meeting.

Deliverable(s): Project Management

- a) Monthly Invoices
- b) Meeting Agendas
- c) Meeting Minutes

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Task 2 Holland Road 12" Water Relocation Revision

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- 2.1 Provide water plans and details showing relocation of the existing water line from the proposed cul-de-sac, traveling along the new Holland Road alignment, connecting to the Holland Road overcrossing water transmission pipeline, continuing along the new Holland Road alignment, then connecting to the existing water line near Willowood Way. The water improvements include approximately 1900 LF of new water main within Holland Road and approximately 400 LF of new water main in the cul-de-sac. The portion of the water line to be placed within the bridge structure is on previously approved Caltrans plans and will not be modified in this effort. The previously approved relocation of the Holland Road 12" water line will be revised to terminate within the proposed cul-de-sac. The abandonment limits of the existing 12" CML&C water line will be revised from the cul-de-sac to Antelope Road. TYLI will coordinate a design review with EMWD at the Pre-Final design level prior to Final submittal.
- 2.2 Water line plans and details will include the following:
- Title Sheet (1 sheet)
 - Plan and Profile (4 sheets)
 - Details (1 sheet)
 - Quantities and Cost Estimates

Deliverable(s): 12" Water Relocation Revision PS&E

Design

- a) Pre-Final Water PS&E
- b) Final Water PS&E
- c) Quantities and Cost Estimates

Task 3 Recycled Water PS&E

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- 3.1 TYLI will perform design coordination with EMWD and the irrigation, storm drain, and potable water designers for the recycled water interconnect.
- 3.2 Provide recycled water plans and details to show the installation along Holland Road to the Cul-De-Sac where it terminates. The recycled water will begin at the intersection of Haun Road and Holland Road and will travel east to the end of the cul-de-sac. The recycled water improvements include approximately 800 LF of new recycled water main and (3) three new service laterals to adjacent properties along the alignment. Recycled water improvements will be designed in accordance with EMWD design standards. TYLI will coordinate a design review with EMWD at the Pre-Final design level prior to Final submittal.

Scope of Work

City of Menifee Holland Road Recycled Water

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- 3.3 Recycled water improvements will be submitted at the Pre-Final design level for review by EMWD and the City concurrently. TYLI will update the plans based on Pre-Final review comments received from both EMWD and the City.
- 3.4 Recycled water improvements will be designed based on 6-inch pipe sizing. Recycled water sizing calculations are not anticipated and therefore not included in this scope of work.
- 3.5 Recycled water improvements will be located within public right of way. It is assumed no casements will be required.
- 3.6 Recycled water plans and details will include the following:
 - Title Sheet (1 sheet, combined with water relocation)
 - Plan and Profile (2 sheets)
 - Details (1 sheet)
 - Quantities and Cost Estimates

Deliverable(s): Recycled Water PS&E

Design

- d) Pre-Final Recycled Water PS&E
- e) Final Recycled Water PS&E
- f) Quantities and Cost Estimates

Assumptions

- A. Water and Recycled Water will be designed per EMWD standard details and specifications.
- B. Design will be reviewed and approved by EMWD.
- C. Deliverables will include nine (9) new drawings sheets. Drawings will be provided on EMWD title blocks.
- D. Drawings will be submitted to EMWD for a single review at the Pre-Final design phase.
- E. Design will follow and reference standard EMWD Specifications and no project technical specifications or special provisions will be provided.
- F. The recycled water improvements will be sized in accordance with EMWD direction. No recycled water sizing, use, source, calculations, or reports will be prepared.

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- G. Water improvements will be sized per EMWDs direction. No water sizing, use, source, calculations, or reports will be prepared.
- H. Revisions to the approved Caltrans water transmission plans for the pipeline on the bridge are not anticipated and not included.
- I. As-builts of the newly constructed electrical duct bank are available for coordination with the Holland Road 12" water line relocation revision. Utility information will be derived from as-builts, as well as potholes and design information from the adjacent Holland Road OC project. No additional research is anticipated for this work.
- J. TY Lin may provide additional engineering services as requested by EMWD that are outside the contract scope. The budget for each request by the EMWD will be agreed upon prior to commencement of the work.
- K.

Additional Terms

The terms of California Government Code Section 1090 do not apply to the scope of this work, and any advisory role or recommendations for contracting decisions are specifically and directly excluded from this scope of work. The scope of this work does not preclude T.Y. Lin International from successive phases of the project.

Scope of Work

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March 21, 2022

Mr. Robert Barton, PE
Senior Bridge Engineer
T.Y. Lin International
404 Camino del Rio South, Suite 700
San Diego, CA 92108

Sent Via Email: robert.barton@tylin.com

**RE: Additional Right of Way Services for Waterline Easement Relocation
City of Menifee Holland Road/I-215 Bridge Overcrossing Project**

Dear Mr. Barton:

Pursuant to our recent conversations, Overland, Pacific & Cutler, LLC (OPC) is submitting this proposal as requested for additional right of way (R/W) scope items right of way activities related to the Holland Road/I-215 Bridge Overcrossing Project (Project) in Menifee, California. OPC understands that two permanent utility easements are needed for relocation of a waterline along Holland Road for the Project. Our proposed scope and costs are outlined below.

Activity	Amount
Utility and client coordination for verification of confirmation of easement deed jacket language. Review of license between Eastern Municipal Water District and Southern California Edison.	\$ 5,500
ROW services for up to two permanent utility easements, including document preparation and recording of deeds	\$ 5,500
Legal descriptions and plats (8½" x 11" format) prepared by a California licensed Professional Land Surveyor for up to five permanent utility easements	\$ 5,000
Total	\$ 16,000

Please note that OPC will not be the Land Surveyor of Record for the Project. OPC's deliverables will be to and for the City of Menifee and will not be reviewed by or constrained to formats and procedures of others; i.e., Caltrans.

In order to complete the scope of work above, TY Lin will provide OPC with:

- Preliminary Title Reports.
- A fully reconciled Land Net Map, establishing the datum, depicting controlling survey monumentation and the existing Right of Ways in AutoCAD Civil 3D format prepared by the Land Surveyor of Record.

Substantial changes in the required scope of work, including, but not limited to, major project delays or a change in the number of easements needed, etc. will result in the revision of the proposed fee. The total value of this contract will not exceed the sum of **\$16,000.00** without prior authorization from the Client. OPC will not perform any additional service, or incur any additional expenses, in the performance of this agreement without the prior written approval of the Client.

Client Initial

OPC's proposed fees for our scope of work are based on the hourly rate schedule on the next page.

www.OPCservices.com | 2280 Market Street, Suite 200, Riverside, CA 92501
ph 951.683.2353 | fx 951.683.3901

OPC 2022 Schedule of Hourly Rates

Management & Implementation

Program Manager / Director	\$250.00
Senior Project Manager	\$150.00
Project Manager / Project Controls Manager	\$130.00
Sr. Acquisition Agent / Sr. Relocation Specialist / Sr. Analyst	\$115.00
Acquisition Agent / Relocation Specialist / Analyst	\$105.00

Utility Coordination

Senior Utility Manager	\$200.00
Utility Manager	\$150.00
Senior Utility Coordinator	\$130.00

Right of Way Engineering

Engineering Manager (PE) / Survey Manager (PLS)	\$200.00
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Project Support/Administrative

Project Coordinator	\$115.00
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Term of Agreement

Unless otherwise set forth in this contract, the term of this contract shall have an end date of **two (2)** years from the date of execution of this change order.

Terms and Conditions

Unless superseded by client-generated Billing Terms in an Agreement executed by OPC, the following terms shall apply to this Scope of Services.

OPC considers local travel/mileage, photocopying, first class postage, telephone, facsimile, and mobile communication charges a normal part of doing business and such costs are included in the stated hourly rates. Out-of-pocket expenses including pre-approved travel and lodging, outside exhibit preparation, requested overnight courier or registered and/or certified mail (return receipt requested) charges, and specialty reproduction (unless otherwise specified) are in addition to the contract amount and will be charged at cost plus ten percent (+10%) for administration, coordination, and handling. Subcontracted services, other than those listed above, will be invoiced at cost plus ten percent (+10%).

In the event OPC is required to perform any act in relation to litigation arising out of any project with the Client (for example, expert consulting, responding to a complaint, or proceeding with discovery and trial), such services are not part of this contract, nor are they part of our normal fees. If required, these types of services will be invoiced at two (2) times the regular hourly rates.

In the event this contract extends twelve (12) months beyond the initial date of execution, the hourly rates and any remaining amount in the contract shall be adjusted upwardly by five percent (5%) per annum, compounded annually, on the anniversary date of this contract.

Written communication services in other languages would be an additional cost and would be billed separately based on quoted hourly rates by independent translation services. Verbal communication in Spanish, if necessary, will be included at no additional charge.

OPC will submit monthly invoices for the professional and trade services rendered based on the hourly rate schedule provided above. The client shall promptly pay the uncontested amount due within no more than thirty (30) days after receipt of invoice.

Closing

OPC appreciates this opportunity to continue to support the right of way needs of TY Lin and the City of Menifee on this exciting project. Should you have any questions or need additional information, please contact Project Manager Kelly Dewitt at 562.440.0476 or KDewitt@OPCservices.com. This proposal shall be valid for a period of 90 days from the date submitted. The Client can initiate the contract by acknowledging the costs and assumptions on page 1 as well as completing the Acceptance of Proposed Scope of Work and Fees section below and returning the executed proposal, or, alternatively, submitting a work order in your preferred format to OPC.

Sincerely,



Roy Guinaldo, RWA
Senior Project Manager
OPC

Acceptance of Proposed Scope of Work and Fees

Authorization to Proceed: \$16,000.00

By signing this Proposal for Services, I certify that I have the authority to enter into this agreement with Overland, Pacific & Cutler, LLC ("OPC") on behalf of:

_____ (name of company)

I also acknowledge that the terms and conditions of OPC's standard contracts are incorporated into this Proposal.
<https://www.opcservices.com/standard-contract-terms-and-conditions/>

Client Signature

Date

Name: _____

Address: _____

Email: _____