

**AMENDMENT NO. 6 TO
PROFESSIONAL SERVICES AGREEMENT
ENVIRONMENTAL AND CIVIL ENGINEERING DESIGN SERVICES ON THE
HOLLAND RD/I-215 BRIDGE OVERCROSSING PROJECT, CIP #13-03**

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

1. Capitalized terms used but not defined in this Amendment No. 6 shall have the meanings ascribed to them in the Agreement.

Section 1.1, "Term of Services" is amended to read as follows:

- 1.1 Term of Services.** The term of this Agreement shall begin on the **April 16, 2014** and shall end on **December 31, 2024** unless the term of the Agreement is otherwise terminated or extended as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
2. **SECTION 2, "Compensation"** is amended to increase the maximum compensation by **Seventy Five Thousand One Hundred Fifty Nine Dollars and Zero Cents (\$75,159.00)**, and is amended to read as follows:

SECTION 2. COMPENSATION.

City hereby agrees to pay Consultant a sum not to exceed **Two Million Five Hundred Seventy One Thousand Six Hundred Sixty Seven Dollars and Zero Cents (\$2,571,667.00)** notwithstanding any contrary indications that may be contained in Consultant's proposal, for the Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. City shall pay Consultant for the Services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for the Services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Consultant shall not bill City for duplicate services performed by more than one person.

3. Exhibit A, "Scope of Services" is supplemented to include the supplement attached as Exhibit A hereto. The supplement to the "Scope of Services" is not intended to replace the original Exhibit A to the Agreement, but instead to augment and increase the scope of work listed in the original Exhibit A to the Agreement. The initial paragraph of the original Exhibit A, "Scope of Services", to the Agreement is amended to read as follows:

SCOPE OF SERVICES

Consultant shall provide ENVIRONMENTAL AND CIVIL ENGINEERING DESIGN SERVICES ON THE HOLLAND RD/I-215 BRIDGE OVERCROSSING PROJECT, CIP #13-03 in the amount not to exceed **Two Million Five Hundred Seventy One Thousand Six Hundred Sixty Seven Dollars and Zero Cents (\$2,571,667.00)** as further detailed in the following page(s).

4. All other terms and conditions of the Agreement remain in full force and effect.
5. This Amendment No. 6 may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

CITY OF MENIFEE

T.Y. LIN INTERNATIONAL

Armando G. Villa, City Manager

Dan Fitzwilliam, Bridge Sector Manager-
Southwest, Vice President

Attest:

Jim Rucker, Vice President, Roads and
Highways Operations Manager

Sarah Manwaring, City Clerk

Approved as to Form:

Jeffrey T. Melching, City Attorney

EXHIBIT "A"

Supplement to Scope of Services
[Attached]

HOLLAND ROAD/I-215 OVERCROSSING

SCOPE OF WORK

Amendment 6

The Holland Road / I-215 Overcrossing project needs additional engineering design work to revise existing approved plans for field conditions.

Amendment 6 includes new work, revisions to existing work, and project management needed to support these activities.

- Project Management
- Civil
- Structural
- Electrical
- Landscape Architecture

PART 1 – PROJECT MANAGEMENT

TYLI will provide additional execution and financial management of the design team, coordinate with the City and Caltrans District 8 (Caltrans) and Contractor, track the progress of the design work, prepare monthly invoices with progress reports, and conduct project development team (PDT) meetings. Subconsultants will prepare monthly invoices with progress reports and track progress of the design work.

1.1 General Coordination and Administration

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

Deliverables:

- ♦ Project Schedule
- ♦ Monthly Invoices
- ♦ Progress Report

PART 5 – CONSTRUCTION ENGINEERING SUPPORT

5.0 Construction Engineering Support

5.2 Construction Support

TYLI will address City of Menifee's and Contractor requested revisions to plans and change of approved work from ready for construction design documents.

a) Civil:

1. Revisions to Industry Circle cul-de-sac for unforeseen or out-of-place locations of existing utilities from as-built plans and conflicts associated with proposed utilities. TY Lin will provide technical support for request for information or clarification (RFI/RFC) from the Construction Manager, review the request and the appropriate sections/drawings of the technical documents, and prepare a written response for the Construction Manager's response to the Contractor.

TYLI will issue design changes (NDC) to revise the plans, profiles, details, quantities sheets, and estimates and specifications as needed for differing field conditions and utility conflicts.

2. Revisions to Grading and Drainage systems to accommodate relocation of SCE facilities. TY Lin will revise the existing grading and drainage plans between Willowood Way and Hanover to

facilitate a request from SCE utility to relocate electrical utility which was built in a different area than as shown on utility as-built sheets and conflicts with proposed drainage systems. Re-design will be based on City of Menifee standards.

b) Structures:

1. TY Lin will make revisions to existing bridge and MSE structures plans and calculations to accommodate Contractor requested changes for widened girder flares, MSE wall architectural details, and calculation analysis of Pile Bent CIDH construction anomalies.

Deliverables:

- ♦ Responses to Requests for Information (RFI)
- ♦ Notice of Design Change Requested Plans, Calculations and Independent Checks
- ♦ Coordination with Caltrans to facilitate remediation to CIDH pilings

c) Electrical:

2. TY Lin will make revise existing electrical sheets to accommodate changes made to the SCE interconnect locations. SCE has requested

Deliverables:

- ♦ Responses to Requests for Information (RFI)
- ♦ Notice of Design Change Requested Plans, Specifications and Estimates

d) Landscape Architecture

Recycled Water Irrigation Plans: EMWD Requested Revisions

- DEA will make plan revisions following prior approved plans based on the redline set provided by EMWD. Some of these items include callouts / notes being requested, WM data, recycled water signs, POC information, EMWD details, and fence updates to depict separation of areas.
- DEA will prepare EMWD exhibits (MicroStation format per the prior approved plans by the City of Menifee and Caltrans). Updating symbols, format and title block edits often required by EMWD are not included in our scope of services.
- DEA landscape architects and irrigation specialists will review RFI's and make changes to the plans if required.
- DEA will provide a response to the specification RFI's.
- DEA will be available for up to 4 site visits during construction: mainline pressure testing and verification of burial depth, lateral line installation and irrigation equipment installation (valves, QC's, etc.), irrigation coverage test, and observation of plant installation, concrete curb (recycled water separation), and plant spacing to meet City / Caltrans standard specifications.
- DEA will prepare As-Built plans from contractor redlines and provide plans digitally (hard copy mylar plans are not included at this time).

Deliverables:

- ♦ Recycled Water Irrigation Plans per EMWD Standards

Post Award Edits per City of Menifee

Design Change planting, irrigation and quantity sheets of the Conformed Holland Road OC Plan set based on agreed upon Valley Wide plan comment redlines.

Deliverables:

- ♦ Notice of Design Change to Conformed Holland Road OC Plan Set Landscape sheets, and revision approval of landscape specifications.

Valley Wide

- New Landscape plans, including planting, irrigation, and quantities per Valley Wide standards for area adjacent to northwest corner of Holland and Hanover (see assumptions below) to re-establish planting to condition prior to construction of City's Holland Road Project. Maximum 4 sheets of plans. Valley Wide will provide review comments in a virtual over-the-shoulder meeting for one set of revisions prior to final.

Deliverables:

- ♦ Landscape Plans per Valley Wide Standards

Assumptions:

- *Mylar plans, project permits are not included.*
- *City will provide landscape planting for northwest corner of Holland and Hanover prior to the construction of the Holland OC project.*
- *Area of work shown in sketch below.*

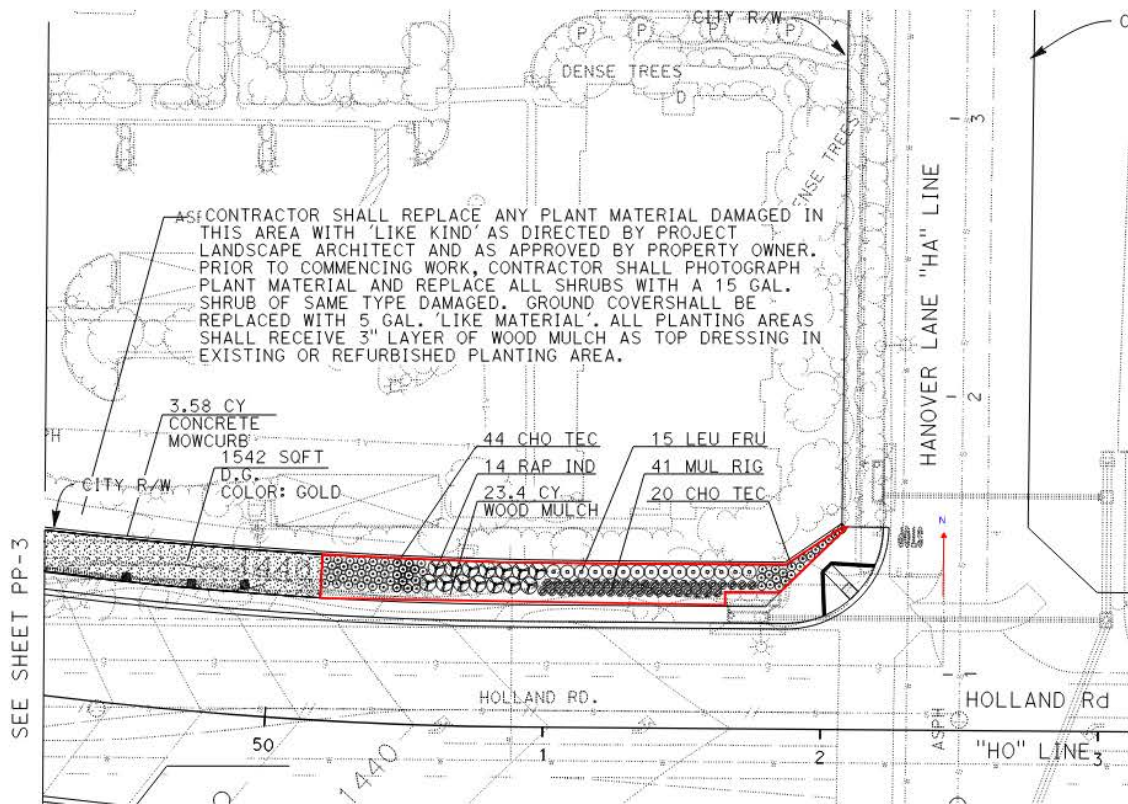


EXHIBIT A

Cost Proposal Worksheet				
COMPANY:		SCOPE OF WORK:		DATE:
T.Y.LIN INTERNATIONAL		PS&E, AND CONSTRUCTION SUPPORT		8/31/2023
PROJECT:		MILESTONE/PHASE/PROJECT SUMMARY:		
Holland I-215		Amendment 6		
DIRECT LABOR				
PERSONNEL	FUNCTION	HOURS	RATE	AMOUNT
Jim Rucker	Principal in Charge	0.0	\$ 308.00	\$ -
Robert Barton	Project Manager	40.0	\$ 238.00	\$ 9,520.00
Roya Golchoobian	QA/QC Manager	0.0	\$ 308.00	\$ -
Nardin Metwashla	Senior Structural 1	0.0	\$ 200.00	\$ -
Dina Tobia	Senior Structural 1-QC	0.0	\$ 200.00	\$ -
Yijong Wang	Structural CADD	8.0	\$ 161.00	\$ 1,288.00
Greg Campbell	Principal, Civil	8.0	\$ 280.00	\$ 2,240.00
David Holman	Lead Utility Engineer	50.0	\$ 270.00	\$ 13,500.00
Phillip Brand	Senior Utility Engineer 1	84.0	\$ 200.00	\$ 16,800.00
Katherine Baker	Senior Utility Engineer 1- QC	0.0	\$ 200.00	\$ -
Javier Lopez	Utility Engineer 1	0.0	\$ 110.00	\$ -
Michael Bruning	Drainage Discipline Lead	0.0	\$ 260.00	\$ -
Sharon Lumbreras	Senior Drainage Engineer 1	0.0	\$ 200.00	\$ -
Megan Blancet	Drainage Engineer 2	0.0	\$ 135.00	\$ -
Stacey Bracco	Accounting	20.0	\$ 125.00	\$ 2,500.00
TOTAL HOURS		210.0	TOTAL DIRECT LABOR	\$ 45,848
OTHER DIRECT EXPENSES				
ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
Reproduction	LS			\$ -
Copying	LS		\$ -	\$ -
Transportation/Travel	LS	1	\$ 470.00	\$ 470.00
Special Deliveries	LS			\$ -
	LS			\$ -
			\$ -	\$ -
TOTAL OTHER DIRECT EXPENSES				\$ 470
OUTSIDE SERVICES				
COMPANY	FUNCTION	TOTAL		
OPC	Right of Way			
DEA	Survey and Landscape Architecture	\$ 28,841.00		
ICF	Environmental			
TOTAL OUTSIDE SERVICES				\$ 28,841
TOTAL COST				\$ 75,159

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

DEA SURVEY AND LANDSCAPE		SCOPE OF WORK: HOLLAND ROAD OVERCROSSING PR-E, PEER, PS&E, AND CONSTRUCTION SUPPORT WILESTONE PHASE/PROJECT SUMMARY: AMENDMENT 6															8/31/2023	TOTALS
		Loaded Rates																
Sub-Task	TASK ACTIVITY	PIC	Surveyor		Senior Landscape Arch	Landscape QA/QC	Irrigation Specialist	Landscape Designer	Admin								Total Hours	
1.0	PROJECT MANAGEMENT																	
1.1	General Coordination																-	\$ -
1.2	Meetings																-	\$ -
1.3	Project Management Plan																-	\$ -
																	-	\$ -
5.0	CONSTRUCTION ENGINEERING SUPPORT																-	\$ -
5.1	Bid Support																-	\$ -
5.2	Construction Support																-	\$ -
5.3	Recycled Water Irrigation Plans Conversion (DEA)								2.0								2.0	\$ 280.00
	Meetings and Coordination				4.0		-	-									4.0	\$ 1,072.00
	Plan Revisions				2.0		45.0	16.0									63.0	\$ 9,431.00
	Review and Respond to RFIs				1.0		6.0	4.0									11.0	\$ 1,678.00
	Specification RFIs				2.0		8.0	-									10.0	\$ 1,776.00
	Site Visits				1.0		28.0	-									29.0	\$ 4,608.00
	As Built Plan Prep				1.0		10.0	10.0									21.0	\$ 3,018.00
	City of Menifee Plan Edits						4.0	12.0									16.0	\$ 2,060.00
	Valley Wide Plan Edits				1.0		4.0	30.0									35.0	\$ 4,488.00
	Subconsultant Markup																	\$ 450.00
	ODC/Outside Service																	
TOTALS:		-	-	-	12.0	-	105.0	72.0	2.0					-	-	-	191.0	\$ 28,841.00

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

T.Y. LIN INTERNATIONAL		SCOPE OF WORK: HOLLAND ROAD OVERCROSSING PILE, PEER, PS&E, AND CONSTRUCTION SUPPORT AMENDMENT 6 MILESTONE PHASE PROJECT SUMMARY																8/31/2023		TOTALS
		Loaded Rates																		
Sub-Task	TASK ACTIVITY	PIC	Project Manager	QA/QC Manager	Senior Structural 1	Senior Structural 1- QC	Structural CADD	Principal Civil, QA	Lead Utility Engineer	Senior Utility Engineer 1	Senior Utility Engineer 1- QC	Utility Engineer 1	Drainage Discipline Lead	Senior Drainage Engineer 1	Drainage Engineer 2	Account	Total Hours			
1.0	PROJECT MANAGEMENT																			
1.1	General Coordination		24.0														20.0	44.0	\$ 8,212.00	
1.2	Meetings																	-	\$ -	
1.3	Project Management Plan																	-	\$ -	
																		-	\$ -	
6.0	CONSTRUCTION ENGINEERING SUPPORT																	-	\$ -	
6.1	Bid Support																	-	\$ -	
6.2	Construction Support		16.0				8.0	8.0	50.0	84.0							166.0	\$ 37,636.00		
																		-	\$ -	
	Subconsultant Markup																		\$ 470.00	
	ODC/Outside Service																			
TOTALS:		-	40.0	-	-	-	8.0	8.0	50.0	84.0	-	-	-	-	-	-	20.0	210.0	\$ 46,318.00	

