

**FIFTH AMENDMENT TO AGREEMENT BETWEEN
CITY OF TEMECULA AND T.Y. LIN INTERNATIONAL**

I-15/ FRENCH VALLEY PARKWAY IMPROVEMENTS – PHASE II, PW16-01

THIS FIFTH AMENDMENT is made and entered into as of **November 18, 2025** by and between the City of Temecula, a municipal corporation (hereinafter referred to as "City"), and T.Y. Lin International, a Corporation (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Amendment is made with the respect to the following facts and purposes:

a. On August 23, 2022, the City and Consultant entered into that certain Agreement entitled "Agreement for Consultant Services Between City of Temecula and T.Y. Lin International, I-15/French Valley Parkway Improvements – Phase II, PW16-01," in the amount of \$350,00.00.

b. On January 9, 2024, the City and Consultant entered into the First Amendment to the Agreement, in the amount of \$150,000.00.

c. On May 14, 2024, the City and Consultant entered into the Second Amendment to the Agreement, in the amount of \$200,000.00.

d. On December 10, 2024, the City and Consultant entered into the Third Amendment to the Agreement, in the amount of \$100,000.00.

e. On April 22, 2025, the City and Consultant entered into the Fourth Amendment to the Agreement, in the amount of \$100,000.00.

The parties now desire to increase payment in the amount of \$197,357.00, and to amend the Agreement as set forth in this Amendment.

2. Exhibit "A" to the Agreement is hereby amended by adding thereto the items set forth on Attachment "A" to this Amendment, which is attached hereto and incorporated herein as though set forth in full.

3. Section 6 of the Agreement entitled "PAYMENT" is hereby amended to read as follows:

The City agrees to pay Consultant monthly, in accordance with the payment rates and schedules and terms set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. The FIFTH Amendment amount shall not exceed One Hundred Ninety-Seven Thousand Three Hundred Fifty-Seven Dollars and No Cents (\$197,357.00), for additional engineering support for a total Agreement amount of One Million Ninety-Seven Thousand Three Hundred Fifty-Seven Dollars and No Cents (\$1,097,357.00).

4. Exhibit "B" to the Agreement is hereby amended by adding thereto the items set forth on Attachment "A" to this Amendment, which is attached hereto and incorporated herein as though set forth in full.

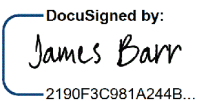
5. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TEMECULA

T.Y. LIN INTERNATIONAL

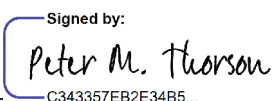
By: _____
Brenden Kalfus, Mayor

By:  _____
James Barr, Vice President

ATTEST:

By: _____
Randi Johl, City Clerk

APPROVED AS TO FORM:

By:  _____
Peter M. Thorson, City Attorney

CONSULTANT

T.Y. Lin International
Attn: Rodrigo Gonzalez
3633 East Inland Empire Blvd., Suite 700
Ontario, CA 91764
909-912-6903
Rodrigo.Gonzalez@tylin.com

ATTACHMENT A

EXHIBIT A

Task 3 Project Management

Subtask 3.1 Project Administration and Meetings

TYLin will provide overall execution and financial management of the project, including City of Temecula and Caltrans coordination, coordination with other agencies, tracking progress of the work, preparing monthly invoices, project schedule development and maintenance, project status reports, and conducting project meetings. The 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 of Temecula.

The TYLin team will conduct meetings with the City of Temecula and/or Caltrans as requested to discuss progress, general project issues, obtain direction, and to exchange information. TYLin will also chair and conduct monthly meetings as necessary (assume 6 total meetings). TYLin will prepare monthly status reports to update the City on progress to date, work to be accomplished in the next period, and potential issues related to technical items or forecasted budget/schedule requirements. In addition, budgets, schedules, and project progress will be closely monitored and controlled through TYLin's internal project controls system.

Deliverables:

- Project schedule
- Monthly project status reports
- Monthly invoices
- Meeting agendas and minutes

Subtask 3.2 Quality Assurance/Quality Control Plan (QA/QC)

TYLin will develop the project in accordance with its established QA/QC procedures and guidelines contained in the firm's Surface Transportation Quality Management Plan. The project schedule will include separate QA/QC milestones, and each project submittal will include a compliance statement signed by the QA/QC Manager. The statement will also include confirmation that QA/QC has been performed on work submitted by the subconsultants.

Deliverables:

- QC/QA Plan and Statements with each deliverable

Task 4 Procure Preliminary Title Reports

The TYLin team will order Preliminary Title Reports for each parcel referenced in the table above. The reports will include copies of all underlying documents and title exceptions.

Deliverable:

- Preliminary Title Reports

Task 5 Title Investigation and Clearance

The TYLin team will review each title exception and confirm with Caltrans any adverse title exceptions that will require removal prior to the transfer of parcels and will develop a plan to resolve and cure title deficiencies in a condition acceptable to Caltrans. Further, the team will record releases of deeds of trust, grant deeds, certificates of acceptance and other related documents required with respect to the transfer of each property. For the purposes of this proposal, up to 3 title exceptions may require removal between all 12 parcels.

Task 6 Right of Way/Appraisal Map Updates

The approved appraisal maps will be finalized and turned into final right-of-way maps to meet Caltrans District 8 requirements. If updates to the approved Appraisal Maps are needed, these updates will be reflected on the final right-of-way maps only. The final right-of-way maps will reflect the fee and permanent easement acquisitions, recording information for the acquisitions, updated right-of-way and easement limits and newly set monuments identified in Task 6 below. For the purposes of this proposal, 6 right-of-way/appraisal map sheets are included.

Deliverable:

- Updated Appraisal Mapping (in CAD and PDF format)

Task 7 Additional Legal Descriptions and Plats

The TYLin team will prepare legal descriptions and plats to support any additional right-of-way close-out items such as lot splits, easements, and interagency transfers. The parcels requiring additional legal descriptions and plats have not yet been defined. For new legal descriptions and plats, a new or up to date preliminary title report will be required to confirm the area and identify any new easements or encumbrances that may have occurred since the approved 2021 appraisal mapping. The legal descriptions will be prepared by or under the direct supervision of a California Professional Land Surveyor

and in accordance with Caltrans right-of-way standards. For the purposes of this proposal, 4 legal descriptions and plats have been included.

Deliverable:

- Legal Descriptions and Plats, one wet signed\sealed hard copy, in PDF format.

Task 8 Final Monumentation and Record of Survey

Subtask 8.1 Final Monumentation

The new right-of-way limits will be monumented to reflect the fee acquisitions along the easterly right-of-way of Interstate 15 and will be set at angle points, intersections, and other critical locations along the new boundaries. These monuments will be based on the record of survey filed December 18, 2014, in Record of Survey Book 142, Pages 89-104, official records of Riverside County (ROS), which documents the right-of-way and adjacent parcels prior to acquisition. The monuments to be set shall be semi-permanent in nature such as a 1" IP with alum cap or a Spike and Washer. For the purposes of this proposal, up to 30 monuments are estimated for this project.

Subtask 8.2 Final Record of Survey

Utilizing the initial ROS for the project, a final record of survey will be developed to document the new right-of-way lines and the monuments set in accordance with the California Professional Land Surveyor's Act Section 8762 as well as Caltrans Right-of-Way manual requirements. The record of survey will be prepared and submitted to the Riverside County Surveyor's Office for review and filing. Riverside County review and filing fees have been included in the cost estimate and will be billed as "other direct costs" based on the actual invoice from the County.

Deliverable:

- Record of Survey, filed copy in PDF format.
- Field notes in PDF format.
- Field photos in JPG format.
- ASCII Point Files.

Task 9 Transfer of Parcels to Caltrans

The TYLin team will work closely with Caltrans to develop the necessary conveyance deeds in a format acceptable to Caltrans. Upon acceptance of the preliminary title reports and right-of-way mapping by Caltrans, the team will process the conveyance deeds for execution, acceptance, and recordation with the County Recorder's Office. All

recorded deeds, mapping and survey documents will be provided to the City both electronically and in hardcopy format.

Deliverable:

- Land conveyance documents and deeds

Task 10 Support Services

During the right-of-way closeout phase, additional right-of-way and survey support may be required that has not yet been identified or deemed necessary. This may include additional title clearance requirements, topographic surveys, identification of easement or right-of-way limits in the field (right-of-way staking) or additional coordination with the City and Caltrans District 8 right-of-way staff. For the purposes of this proposal, an estimated cost to support the team has been developed to include up to 40 hours of right-of-way support, 40 hours of field crew support and 40 hours of office survey support.

Project Assumptions:

1. The contract duration will be 12 months (includes County reviews).
2. The TYLin team will host/attend a total of 6 monthly meetings.
3. Design files will be in Bentley's MicroStation V8i (SS10)/InRoads format.
4. Obtain up to 9 preliminary title reports.
5. No more than 3 title exceptions require removal. Additional fees will apply if Caltrans requires the removal of additional title exceptions.
6. The removal of any title exception will be completed without compensation to the relinquishing entity/individual.
7. The survey data will be tied to the horizontal and vertical controls as stated on Record of Survey Book 142, Pages 89-104 on file with the Riverside County Surveyor's Office.
8. Sufficient project control from the prior surveys will be found intact and no additional control surveys will be required.
9. Four (4) additional Legal Descriptions and Plats have been included.
10. The cost provided does not include the setting of well monuments.
11. City will provide the recorded versions of all acquisition documents shown on the approved Appraisal Maps.
12. City will provide access to the site during normal business hours (7am to 4pm, Monday through Friday).
13. City will notify the appropriate authorities of our work and arrange for access.
14. No permits of any kind will be required. If permits are required, they will be provided by others at no cost to the TYLin team.

Project Assumptions (continued):

15. Review and filing fees required for the Record of Survey have been included in the cost estimate and will be billed to the client at cost once invoiced by the County.
16. Disposition services of excess lands are not included in this scope.
17. Acquisition of temporary rights to perform field surveys are not included in this scope.
18. Topographic surveys are not included in this scope.
19. Traffic control plans, permits, and services if required to safely complete survey work in city streets are not included in this scope.
20. Excessive or unreasonable map review comments by Caltrans District 8 or County of Riverside are not included in this scope.
21. It is assumed that the traverse calculation reports are the same as the closure reports typically provided with boundary work (i.e., appraisal maps, records of survey, legals and plats). These closure reports will be included as part of the listed documents in this scope.

EXHIBIT B

GENERAL

The tasks described in the Scope of Work (Exhibit A) will be performed on a time and materials basis at the direction of the City or its delegate. It is understood that the actual work effort is not known and will be a function of the extent of inquiries, changes, and clarifications that arise as a result of the construction of the project. Actual cost shall not exceed the Total Fee without prior authorization from the City.

Fee (Original Agreement)	\$350,000.00
Fee (FIRST Amendment)	150,000.00
Fee (SECOND Amendment)	200,000.00
Fee (THIRD Amendment)	100,000.00
Fee (FOURTH Amendment)	100,000.00
Fee (FIFTH Amendment)	197,357.00
Total Fee	\$1,097,357.00

T.Y. LIN INTERNATIONAL
CORPORATE AUTHORIZATION

I hereby certify that James Barr, Vice President of T.Y. Lin International a California corporation (the "Corporation"), is a duly elected and appointed officer of the Corporation and holds full corporate authority to enter into project related contracts and proposals and execute and deliver such contracts, proposals, and any supplements related thereto, for and on behalf of the Corporation.

IN WITNESS WHEREOF, I have caused this instrument to be executed and the corporate seal of the Corporation to be hereunto affixed on the 3rd day of March 2022.

T.Y. LIN INTERNATIONAL



By: **David S. Tingley** Digitally signed by
David S. Tingley
Date: 2022.03.04
10:51:08 -05'00'

David Tingley
Vice President and Assistant Secretary