

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

FRENCH VALLEY PARKWAY/I-15 IMPROVEMENTS – PHASE II

THIS FIRST AMENDMENT is made and entered into as of February 12, 2019 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 October 25, 2016, the City and Consultant entered into that certain Agreement entitled "Agreement for Consultant Services between City of Temecula and T.Y. Lin International, French Valley Parkway/Interstate 15 Overcrossing and Interchange Improvements – Phase II," in the amount of \$3,947,823, plus contingency in the amount of \$325,500.

b. The parties now desire to add scope of work, increase the payment in the amount of \$54,760, and to amend the Agreement as set forth in this Amendment.

2. Section 6 of the Agreement entitled "PAYMENT" at paragraph "a" 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 FIRST Amendment amount shall not exceed Fifty Four Thousand Seven Hundred Sixty Dollars (\$54,760), for additional services to prepare and submit an application for the 2019 FY Infrastructure for Rebuilding America (INFRA) Grant for a total Agreement amount of Four Million Three Hundred Twenty Eight Thousand Eighty Three Dollars (\$4,328,083).

3. Exhibit A and Exhibit B to the Agreement are 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.

4. 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

(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)

By: _____
Michael S. Naggar, Mayor

By:  _____
James L. Rucker, 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 900

Ontario, CA 91764

909-912-6903

rodrigo.gonzalez@tylin.com

PM Initials: Date:

ATTACHMENT A

EXHIBIT A

Attached hereto and incorporated herein as though set forth in full is the additional scope of work as provided by the Consultant.

This additional scope of work is for the preparation and submittal of the application and supporting documentation for a FY 2019 U.S. Department of Transportation (USDOT) Infrastructure for Rebuilding America (INFRA) Grant for the French Valley Parkway/I-15 Improvement Project – Phase II.

We are able to begin preparation of the grant application documents immediately with the goal of submitting the application ahead of the March 4, 2019 deadline.

The anticipated scope of work for preparing and submitting the grant application is based on the guidelines presented in the FY 2019 Notice of Funding Opportunity (NOFO) and the information presented on the USDOT's INFRA grants website and the grants.gov website. We are also assuming that the application previously prepared by their team in November 2017 will be the basis for the information presented in this application. In addition, according to instructions from the City, this application will be tailored to Phase II of the project.

The required tasks are summarized as follows:

Task 1 – Project Management. This includes administrative tasks for project set-up, tracking, monitoring progress, and coordination through the March 4, 2019 deadline. Also included under this task is the QC review of all components of the application package.

Task 2 – Research and Coordination. This work will include collecting, compiling and reviewing pertinent project reports, plans, estimates, and data needed for documenting the application narrative. Coordination with City staff is anticipated to obtain the reference material and verification as necessary, and to obtain input on the City's preferences for presenting the material in the grant application package.

Task 3 – Application Preparation. Generating the components of the project narrative is included in this task. Following the program guidelines and instructions, the complete project narrative that accompanies the application forms will be prepared, including:

- Cover sheet
- Project Narrative consisting of:
 - Summary – description, previously incurred costs, location maps, and participants
 - Funding – grant funds, sources and uses of project funds
 - Merit criteria – explanations and justifications for how the project complies with the program criteria addressing economic vitality, leveraging of federal funding, innovation, and performance/accountability.

- Project readiness – documentation of technical feasibility, schedule, required approvals obtained, and assessment of project risks and proposed mitigation strategies
- Benefit-Cost Analysis. This analysis will include costs of developing, constructing, operating and maintaining the project.

Task 4 – Assistance with Application Submittal. The process of filling in the application forms 424 and 424C on the grants.gov website and uploading project narrative components and supporting documentation for a complete application package is accomplished by this submittal task.

Task 5 – Other Direct Costs. Reimbursement of other direct costs.

Task 6 – Funding Specialist Support. This task will include services from our federal funding programs specialist, Mr. Robert Mariner. Prior to joining TYLI, Mr. Mariner served as the Program Manager for the USDOT's Better Utilizing Investments to Leverage Development (BUILD) Discretionary Grant Program (formerly the TIGER Discretionary Grant Program) since the program's inception in 2009, as well as the INFRA (formerly FASTLANE Grant Program) grant program. He also served as the Deputy Director for the USDOT's Office of Infrastructure Finance and Innovation responsible for serving as the offices subject matter expert on the Transportation Infrastructure Finance and Innovation Act (TIFIA) loan and the Railroad Rehabilitation and Improvement Financing (RRIF) loan programs and Private Activity Bonds (PABs).

EXHIBIT B

Attached hereto and incorporated herein as though set forth in full is the additional pricing as provided by the Consultant.

GRANT APPLICATION PREPARATION SUMMARY OF FEES

FRENCH VALLEY PARKWAY/I-15 OVERCROSSING & INTERCHANGE		
TASK	DESCRIPTION	FEE
A1-1	PROJECT MANAGEMENT	\$7,620
A1-2	RESEARCH AND COORDINATION	\$5,400
A1-3	APPLICATION PREPARATION	\$31,560
A1-4	ASSISTANCE WITH APPLICATION SUBMITTAL	\$4,880
A1-5	OTHER DIRECT COSTS	\$300
A1-6	FUNDING SPECIALIST SUPPORT	\$5,000
SUBTOTAL		\$54,760
SR-79 WINCHESTER ROAD/I-15 INTERCHANGE		
TASK	DESCRIPTION	FEE
A1-1	PROJECT MANAGEMENT	\$0
A1-2	RESEARCH AND COORDINATION	\$0
A1-3	APPLICATION PREPARATION	\$0
A1-4	ASSISTANCE WITH APPLICATION SUBMITTAL	\$0
A1-5	OTHER DIRECT COSTS	\$0
A1-6	FUNDING SPECIALIST SUPPORT	\$0
SUBTOTAL		\$0
FRENCH VALLEY PARKWAY/I-15 OVERCROSSING & INTERCHANGE - SUBTOTAL		\$54,760
SR-79 WINCHESTER ROAD/I-15 INTERCHANGE - SUBTOTAL		\$0
TOTAL		\$54,760