

**AMENDMENT TO THE  
PROFESSIONAL SERVICES AGREEMENT FOR  
FINAL DESIGN, BIDDING AND CONSTRUCTION PHASE SERVICES FOR THE  
PIPELINE FACILITY IMPROVEMENTS TO  
IMJIN PARKWAY WIDENING PROJECT  
BETWEEN  
MARINA COAST WATER DISTRICT  
AND  
KIMLEY-HORN AND ASSOCIATES, INC.**

**AMENDMENT NO. 1**

The Professional Services Agreement between the Marina Coast Water District (DISTRICT or MCWD) and Kimley-Horn and Associates, Inc. (CONSULTANT), for the Pipeline Facility Improvements to Imjin Parkway Widening Project dated March 1, 2018, is hereby amended.

The undersigned CONSULTANT agrees to furnish the following as a modification to the original Scope:

The scope and fee for this amendment is incorporated into the contract document as Attachment A1. The scope generally may be described as Task 1 - MCWD Plans, Specifications, and Bid List for the final design plans, specifications and estimates (PS&E) through bidding services of the pipelines and Task 2 – MCWD Construction Phase Services for the Imjin Parkway Widening Project. The basis of payment for the work conducted under this amendment is an hourly charge rate multiplied by the actual hours directly chargeable to the project with a not-to-exceed value for the amendment of \$40,685.00.

With this amendment, the contract values and completion date are understood to be:

Original Contract Value: \$ 38,400.00

Amendment No.1 Value: \$ 40,685.00

New Contract Value w/ Amendment No. 3: \$ 79,085.00

New PS&E Completion Date: Dec. 30, 2018 (approx.)

All other articles of the AGREEMENT remain the same.


DISTRICT and CONSULTANT have caused the Agreement to be amended by representatives duly authorized to act, all as of the effective date of May 21, 2018.

Prepared by: \_\_\_\_\_ Date: April 26, 2018  
Michael Wegley  
District Engineer

Accepted: Marina Coast Water District

CONSULTANT  
Kimley-Horn and Associates, Inc.

By \_\_\_\_\_  
Keith Van Der Maaten

By \_\_\_\_\_  
  
John Pulliam

Title \_\_\_\_\_  
General Manager

Title \_\_\_\_\_  
Assistant Secretary

**ATTACHMENT A1**

Kimley-Horn and Associates, Inc.  
Scope of Work and Fee Estimate  
For Amendment 1

SCOPE OF WORK AND FEE ESTIMATE FOR AMENDMENT NUMBER 1 TO THE AGREEMENT  
BETWEEN CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.

This is Amendment number 1 proposal dated April 6, 2018 to the agreement between Marina Coast Water District ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated March 1, 2018 ("the Agreement") concerning Pipeline Facility Improvements to Imjin Parkway Widening Project (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include Additional Services to be performed by Consultant for additional compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Consultant shall perform the following Additional Services:

**Task 1 –Marina Coast Water District (MCWD) Plans, Specifications, and Bid List**

Kimley-Horn will prepare final design improvement plans for approximately 2,800 LF of 12" potable water main and 3,100 LF of recycled water main. It is understood the horizontal and vertical layout of the water lines will be provided by MCWD. Kimley-Horn will coordinate with MCWD if a potential conflict with the provided design is discovered. These additional plans will also depict the location of a 24" casing pipe accommodate a future carrier pipe that will replace the existing sewer force main.

These plans will be prepared at a scale of 1"=40' and will show both plan and profile views. The plans will be presented to the client and MCWD for review and coordination at 60%, 90%, and 100% design levels as defined below.

Kimley-Horn will draft technical specifications. We assume the client will provide an example of a recent project's technical specifications to serve as a go-by. We will draft technical specifications to be included in the Imjin Parkway Widening Project.

Kimley-Horn will determine bid item and associated quantities at each stage.

- **60% PS&E** – submitted to MCWD for review and comment to include typical utility sections, typical MCWD details and project specific construction details for the subject potable and recycled water mains, valves and fittings and for the 24" casing pipe.
- **90% PS&E** – revise and refine the 60% improvement plans based on comments from MCWD staff. 90% plans submitted to MCWD shall be expanded to a 90% level to include the following information:
  - Conformance to existing improvements at connection points
  - Pipe profiles expanded to include invert information
  - Plan views expanded to include station and offset data
  - Pipe materials and quantities listed
- **Final Improvement PS&E** – revise and refine the 90% improvement plans based on comments from MCWD staff. Plans and specification submitted to MCWD in pdf and ACAD format and incorporated into the bid package to include the following information:
  - Separate bid schedule for MCWD work
  - Estimate of Probable Cost

**Task 2 –Marina Coast Water District (MCWD) Construction Phase Services**

Kimley-Horn will assist the Client and MCWD during construction in review of equipment submittals and contractor RFIs. Kimley-Horn will visit the site during construction as requested. The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

For the Additional Services set forth above, Client shall pay Consultant the following additional compensation:

Task 1 \$32,785 Lump Sum

Task 2 \$7,900 Hourly Max (assumed 40 hours)