

THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Third Amendment to the Agreement For Professional Services ("Third Amendment") is entered into as of _____, 2025 and is to that certain Agreement by and between the CITY OF NORWALK, a California municipal corporation ("City") and Kimley-Horn, Inc., a North Carolina corporation ("Consultant") (collectively referred to as "Parties") dated January 16, 2024 as amended ("Agreement").

R E C I T A L S

A. On January 16, 2024, City and Consultant entered into an Agreement for Professional Services for the Consultant to provide Professional Design Services for Project No. 7935, Local Rehabilitation Program for Zones 2, 9, and 29 in the amount of \$986,590.00 ("Original Agreement").

B. On April 2, 2024, the City and Consultant entered into the First Amendment for Professional Services to provide additional services for Project No. 7935 and increase the compensation related to those additional services in the amount of \$3,750 ("First Amendment").

C. On July 29, 2024, the City and Consultant entered into the Second Amendment for Professional Services to provide additional services for Project No. 7935 and increase the compensation related to those additional services in the amount of \$96,400 ("Second Amendment").

D. Pursuant to Sections 3.3 and 21 of the Agreement, the Parties desire to amend the Agreement to increase the maximum compensation by Four Hundred Ten Thousand One Hundred Dollars (\$410,100) and all additional services in accordance with Consultant's proposal attached hereto as Exhibit A-3, A-4, and A-5, and hereby incorporated by reference into the Agreement.

Now, therefore, and for good consideration, the Parties agree to modify the Agreement as follows:

Section 1. Section 1.1, "Scope of Services" is hereby amended in its entirety to read as follows:

"1.1 Scope of Services. Consultant shall provide the professional design services, as more particularly described in Exhibit A, A-1, A-2, A-3, A-4, and A-5 ("Services").

Section 2. The "Services" included under Exhibit A, A-1, and A-2 of the Agreement are hereby supplemented to include the additional services more particularly described in Exhibits A-3, A-4, and A-5 to this Third Amendment.

Section 3. Section 3.1 of the Agreement is hereby amended in its entirety to read as follows:

“3.1 As full compensation for Consultant’s Services provided under this Agreement, City shall pay Consultant a sum not-to-exceed One Million Four Hundred Ninety Six Thousand Eight Hundred Forty Dollars (\$1,496,840) (the “maximum compensation”), based on the rates set forth in the fee schedule, attached hereto as Exhibit B and Exhibit A-1, A-2, A-3, A-4, and A-5. In no event shall the Consultant be paid more than the maximum compensation (which includes expenses and additional services, if any) during the term of this Agreement.

Section 4. Except as expressly modified or supplemented by this Third Amendment, all other provisions of the Agreement shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this Third Amendment and the provisions of the Agreement, the provisions of this Third Amendment shall control.

The Parties, through their respective authorized representatives, are signing this Third Amendment on the date stated in the introductory clause.

CITY OF NORWALK
a California municipal corporation

KIMLEY-HORN
a California corporation

By: _____
Jesus M. Gomez
City Manager

By: _____
Name: _____

Date: _____

Title: _____

Date: _____

ATTEST:

By: _____
Theresa Devoy, CMC
City Clerk

By: _____
Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
Arnold M. Alvarez-Glasman
City Attorney

May 20, 2024

Exhibit A-3

Mr. Mario Mera, Engineering Division Manager
City of Norwalk, Public Services Department
Engineering Divisions
12700 Norwalk Boulevard
Norwalk, CA 90650

RE: Local Street Rehabilitation Program Zones 2, 9, and 29 (Project No. 7935) – Amendment #3 for Various Geotechnical Borings

Dear Mr. Mera:

Kimley-Horn and Associates, Inc. (Kimley-Horn) submits this additional services request to provide additional professional consulting services for the City's Local Street Rehabilitation Program in Norwalk, California. This additional services request is based upon the background information from your email on May 10, 2024, conversations with you and City staff, and a site meeting April 25, 2024.

Project Understanding

The City of Norwalk (City) is working with Kimley-Horn to prepare Plans, Specifications, and Estimates (PS&E) packages for Local Streets Pavement Rehabilitation in Zones 2, 9, and 29. There are a number of previous paving areas outside of the current work where raveling and premature pavement distresses occurred. A site meeting was held April 25th to review the site conditions. Notes were captured via meeting record notes (attached).



Picture 1: Raveling in front of 11838 Hermosura Street

The eight locations were sent to Kimley-Horn on May 7th and include the locations below:

- 11838 Hermosura St, Norwalk, CA 90650
- 11868 Hermosura St, Norwalk, CA 90650
- 16004 Clarkdale Ave, Norwalk, CA 90650
- 11862 160th St, Norwalk, CA 90650
- Corner of Clarkdale Ave and 161st St
- 12144 Algardi St, Norwalk, CA 90650
- 12038 Algardi St, Norwalk, CA 90650
- 15934 Elaine Ave, Norwalk, CA 90650

The services Kimley-Horn will provide for this additional services request will be specific to the geotechnical investigation for pavement analysis and design recommendations required at each location. Depending on the recommendation and if additional design services are required beyond what is included in this scope of work, an amendment for additional work will be prepared for the City's approval. The scope of services is outlined below.

Scope of Services

Task 1: Field Review/Data Collection

Kimley-Horn will conduct a field site walk with the geotechnical engineer to evaluate the existing asphalt concrete. The team will plan for a boring at each location as listed above.

A separate "Field Deficiency Matrix," noting existing conditions, recommended improvements, and estimated quantities will be developed.

Task 2: Research and Development

Kimley-Horn will assume that there are no underground utilities within the pavement distress areas. No utility outreach is anticipated. Geophysical survey for utilities within the coring/boring area is included. This task is anticipated to be a desktop review of existing utilities for plans provided by the City. Additional research will be required if additional design services are required.

Task 3: Survey/Right-of Way Engineering

Kimley-Horn does not anticipate any survey or right of way engineering for these specific locations list above.

Task 4: Geotechnical Engineer

Kimley-Horn will expand our scope of services for Geotechnical Engineer in our original contract to provide concrete pavement sections for the locations listed above. We anticipate performing a subsurface exploration, performing laboratory testing of representative samples, and preparing materials report/pavement reports. A desktop search of the existing soils will be conducted to determine the pavement section and a table of values will be included into the geotechnical report. Corings will be limited to the AC layer and base that will be hand augured. A draft and final report will be prepared documenting the possible pavement failure. There is no design work proposed for any new pavement repair for these locations.

Task 5: Environmental Documentation

Kimley-Horn does not anticipate any environmental documentation for this work as it is classified as follow up maintenance and repair work from the previous project.

Task 6: Engineering Design and Plans Specifications & Estimates (PS&E)

Kimley-Horn will provide an additional services amendment should additional design services be requested as part of this work.

Task 7: Project Management and Meetings

Kimley-Horn will expand our scope of services for Project Management and Meetings in our original contract to provide similar services for this additional work, project coordination with the team, administration, and set-up and attendance at project meetings. We anticipate one meeting and coordination with the geotechnical engineer and City.

Assumptions and Exclusions

All assumptions and exclusions will be the same as those noted in the original contract including:

- The existing DIR number will be used.

- Traffic control services will be traffic cones using the MUTCD. No location specific traffic control plans will be provided.
- A no fee encroachment permit will be issued by the City.
- A cold patch will be placed at the coring/boring location.
- City to provide background data for each location including previous geotechnical report, date of pavement installation, and design plans.

Fee Proposal

Kimley-Horn will complete the additional services as described in the scope of services for a lump sum fee of \$43,000 per the task breakdown below:

TASK NO.	TASK DESCRIPTION	FEE
1	Field Review/Data Collection	\$800
2	Research and Development*	\$0
3	Survey/Right of Way Engineering*	\$0
4	Geotechnical Engineer	\$41,000
5	Environmental Documentation*	\$0
6	Engineering Design and PS&E*	\$0
7	Project Management and Meetings	\$1,200
TOTAL COST		\$43,000

*Should additional design services be required, an amendment will be provided for the City's approval.

Closure

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Sri Chakravarthy, P.E., T.E.
Senior Vice President, RCE 73629



Zachary McFann, P.E., T.E.
Project Engineer

December 5, 2024

Exhibit A-4

Mr. Mario Mera, Engineering Division Manager
City of Norwalk, Public Services Department
Engineering Divisions
12700 Norwalk Boulevard
Norwalk, CA 90650

RE: Local Street Rehabilitation Program Zones 2, 9, and 29 (Project No. 7935) – Amendment #4 for Various Additional Work

Dear Mr. Mera:

Kimley-Horn and Associates, Inc. (Kimley-Horn) submits this additional services request to provide additional professional consulting services for the City's Local Street Rehabilitation Program in Norwalk, California. This additional services request is based upon the background information throughout the design phase of work, various city coordination meetings, and a summary meeting held on October 14, 2024 with you and City staff.

Project Understanding

The City of Norwalk (City) is working with Kimley-Horn to prepare Plans, Specifications, and Estimates (PS&E) packages for Local Streets Pavement Rehabilitation in Zones 2, 9, and 29. Throughout design, there were a number of various out of scope and additional effort activities that occurred. These activities include the following:

- Additional Meetings
- Working Group Sessions and Coordination
- Scope Changes
- Additional Comment Reviews and Submittals

Each of these activities are broken down into more specifics and associated costs below.

The scope of services for the additional work outlined below.

Scope of Services

Task 1: Additional Meetings

Kimley-Horn's original proposal indicated that the project timeline would be 5 months. There have been additional (coordination and subject specific) meetings that have occurred over the past 9 months. Over the course of the additional 4 months, these meetings have exceeded our budget expectations listed in the proposal.

Task 2: Working Group Sessions and Coordination

Part way through the design, the City hosted two in person sessions with all the City departments and personnel, and the three design teams providing pavement services. The sessions provided an opportunity to engage with a contractor who is a subject matter expert in AR cape seal pavements. At the City's request, Kimley-Horn took the initiative to lead the other design teams and City personnel to craft and refine the specifications so that they would be streamlined among the other zone projects. Multiple coordination efforts and seven (7) additional meetings occurred to assist in this specification refinement process, specifically for temperature ranges for the materials, ambient weather temperature, and batch plant testing. In addition, the City requested that the monumentation by the contractor be limited to the pre-construction stage to identify and document existing monuments. The designer would be responsible for the post-construction monumentation at the end of construction. Kimley-Horn began extensive research into the existing survey corner records and monuments. The intent of the working group sessions and coordination were to establish a new baseline for the City so that they could gain

economies of scale and efficiencies in future projects. Due to this, the efforts for this task are being split evenly between Kimley-Horn and the City. The total fee for this task is \$28,400. The reduced/split fee is shown in the fee table below.

Task 3: Scope Changes

Task 3.1: Profiles, Ringwood Plan, and Driveways

Kimley-Horn modified the scope and carved out portions of the original project to help meet the City's goals. Our amendment proposal for the concrete alleys did not include profiles. Preparing the profiles for 38 sheets was a large effort to deliver. The zones in each package were adjusted at the request of the City. Further, Ringwood Avenue was removed from the plan set so that an adjacent project could use the street for staging and mobilization. That project would bear the costs for the street rehabilitation. An adjustment to the plans and cost estimates was required to update the package. Civil design for the driveways were performed at the request of the City. The driveways were graded out to determine the elevations and path of travel. Later during design, the driveways were removed.

The 38 sheets with profiles are broken down by zone as follows:

Plan and Profile Sheets Revised by Zone	
Zone	Number of Profile Sheets
Zone 2	14
Zone 9	4
Zone 21	12
Zone 26	8
Zone 29	0
Total	38

Task 3.2: Pavement Treatments

The City provided plans to another consultant to assess the viability of an extensive AR Cape Seal and Type II Slurry. The recommendations from the review were given to Kimley-Horn. The scope changes reduced the overall design life and shifted the project to more of a pavement preservation approach. The City understands the limitations of AR cape seals versus a full grind and overlay. It is the city's decision to implement cape seals on a majority of the streets in the zone projects currently under design to extend the useful life of the existing pavements on these roadways. Although the projected life of the pavement surface treatments is less than the targeted life span of a rehabilitated asphalt pavement overlay, the City decided to continue with the cape seal due to the city's intent to put these streets on long term pavement preservation programs. The cape seal is seen as a practical method to utilize available resources to surface treat more neighborhood roadways. The City anticipates to slurry seal the selected streets in 7 years.

Pavement treatments were changed from what was included in the 65% design plans to a treatment that would reduce the overall design life and shift the project to a pavement preservation approach for the final bid set plans, on the number of sheets by zone:

Plan Sheets Revised by Zone	
Zone	Number of Plan Sheets
Zone 2	16
Zone 9	9
Zone 29	8
Total	33

Task 4: Additional Comment Reviews and Submittals

Kimley-Horn's original proposal scoped for one consolidated round of comments at each submittal stage (65%, 90%, and 100%). The original scope assumed one package to be prepared. The design package was split into two to accommodate the City's rollout schedule. There were other portions of the work that were added such as the alleys, which were covered by previous amendments. In addition, Ringwood Avenue was pulled out of the plan set for the City to direct another adjacent project and contractor to perform the work.

To date there have been multiple rounds of comments from various City departments and personnel. There were separate comment reviews for the main design package (Zone 2 and 9), the separated design package (Zone 29), alleys, specifications and OPC cost estimates. These comments have been captured and documented in our red mark plan set and track changes on the specifications. Some comments have triggered additional comment resolution meetings. The following is a list of submittal stages completed:

Submittal Schedule		
Submittal	Zone(s)	Date
65% P&E	Zones 2, 9, 29	April 2024
90% P&E	Zone 29	May 2024
100% P&E	Zone 29	June 2024
90% P&E	Zones 2, 9, 21, 26	July 2024
100% P&E	Zones 2, 9, 29	August 2024
100% PS&E	Zones 21, 26	September 2024
Final PS&E	Zones 2, 9, 29 Zones 21, 26	October 2024

Assumptions and Exclusions

All assumptions and exclusions will be the same as those noted in the original contract.

Fee Proposal

Kimley-Horn will complete the additional services as described in the scope of services for a lump sum fee of \$148,600 per the task breakdown below:

TASK NO.	TASK DESCRIPTION	FEE
1	Additional Meetings	\$16,700
2	Working Group Sessions and Coordination	\$14,200
3	Scope Changes	\$67,900
4	Additional Comment Reviews and Submittals	\$49,800
TOTAL COST		\$148,600

Local Street Rehabilitation Program Zones 2, 9, and 29 (Project No. 7935)

	Sr. Professional I	Professional II	Professional I	Analyst II	Analyst I	Project Support Staff	Total Labor	Total Cost
Hourly Rates	\$310	\$250	\$225	\$175	\$160	\$135	Estimate	Estimate
SCOPE OF WORK TASKS	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hours	Cost
Task 1: Additional Meetings	18	18	28		2		66	\$16,700
Task 2: Working Group Sections and Coordination	8	24	24		2		58	\$14,200
Task 3: Scope Changes	20	42	82	78	116	4	342	\$67,900
<i>Task 3.1: Profiles, Ringwood Plan, and Driveways</i>	<i>14</i>	<i>30</i>	<i>58</i>	<i>54</i>	<i>82</i>	<i>2</i>	<i>240</i>	<i>\$47,730</i>
<i>Task 3.1.1: Zone 2</i>	<i>6</i>	<i>12</i>	<i>22</i>	<i>20</i>	<i>32</i>	<i>2</i>	<i>94</i>	<i>\$18,700</i>
<i>Task 3.1.2: Zone 9</i>	<i>2</i>	<i>4</i>	<i>6</i>	<i>6</i>	<i>10</i>		<i>28</i>	<i>\$5,620</i>
<i>Task 3.1.3: Zone 21</i>	<i>4</i>	<i>8</i>	<i>18</i>	<i>16</i>	<i>24</i>		<i>70</i>	<i>\$13,930</i>
<i>Task 3.1.4: Zone 26</i>	<i>2</i>	<i>6</i>	<i>12</i>	<i>12</i>	<i>16</i>		<i>48</i>	<i>\$9,480</i>
<i>Task 3.2: Pavement Treatments</i>	<i>6</i>	<i>12</i>	<i>24</i>	<i>24</i>	<i>34</i>	<i>2</i>	<i>102</i>	<i>\$20,170</i>
<i>Task 3.2.1: Zone 2</i>	<i>2</i>	<i>6</i>	<i>12</i>	<i>12</i>	<i>16</i>	<i>2</i>	<i>50</i>	<i>\$9,750</i>
<i>Task 3.2.2: Zone 9</i>	<i>2</i>	<i>4</i>	<i>6</i>	<i>6</i>	<i>10</i>		<i>28</i>	<i>\$5,620</i>
<i>Task 3.2.5: Zone 29</i>	<i>2</i>	<i>2</i>	<i>6</i>	<i>6</i>	<i>8</i>		<i>24</i>	<i>\$4,800</i>
Task 4: Additional Comment Reviews and Submittals	12	30	44	84	84	4	258	\$49,800
Total Estimated Hours	58	114	178	162	204	8	724	
Total Estimated Costs	\$17,980	\$28,500	\$40,050	\$28,350	\$32,640	\$1,080		\$148,600

Closure

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Sri Chakravarthy, P.E., T.E.
Senior Vice President, RCE 73629



Zachary McFann, P.E., T.E.
Project Engineer

March 4, 2025

Exhibit A-5

Mr. Mario Mera, Engineering Division Manager
City of Norwalk, Public Services Department
Engineering Division
12700 Norwalk Boulevard
Norwalk, CA 90650

RE: Local Street Rehabilitation Program Zones 2, 9, and 29 (Project No. 7935)
Amendment #5 for Construction Support

Dear Mr. Mera:

Kimley-Horn and Associates, Inc. (Kimley-Horn) submits this additional services request to provide Construction Support consulting services for the City's Local Street Rehabilitation Program in Norwalk, California. This additional services request is based upon the background information throughout the design phase of work, various city coordination meetings, and a request from City staff.

Project Understanding

The City of Norwalk (City) is working with Kimley-Horn to prepare Plans, Specifications, and Estimates (PS&E) packages for Local Streets Pavement Rehabilitation in Zones 2, 9, and 29. The project is currently out to bid and RFIs have been transmitted to Kimley-Horn for processing. A bid analysis was also conducted from the received bids. The City anticipates the start of work to be April 2025.

The services provided will be two-fold. With our surveyor, we will provide final survey monumentation based on data received from the contractor and provide construction support services. In addition, we will provide construction support services to aid the City where requested. The scope of services for this work is described below.

Scope of Services

Task 1: Final Survey Monumentation

Case Surveying will be performing centerline monumentation for the convenience of the City. Case Surveying will research all city and county survey records associated with the area within the construction limits. A survey crew will take that research to identify where protection will occur. Centerline monuments control the centerline of streets and will be located in the center of intersections, beginning of curves, end of curves, at points of reverse curves, angle points within the centerline and points of interest between the centerline and a tractor or parcel boundary. Monuments may also be found to control property corners at the back of walk, in walk, or on top of curb. Four ties are anticipated to be received from the City that includes lead, tack and tag number placed in the top of curb in the pre-construction survey. Pre-existing ties that a previous survey has set will also be used. Upon completion of construction, the City will inform the surveyor to reset any lost monuments in the post construction survey. When monument resets are complete, drafting will prepare the corner record to document the monument per the Surveyor's Act Section 8771. It will identify what was found during pre-construction, what remains at post-construction, and what is set to show the post-construction condition. Upon drafting completion, the surveyor will process the corner record to the agency having jurisdiction for final review, signing, and filing. Review comments will be addressed by the surveyor. Final approved corner records will be delivered to the City for reference.

It is unknown how many centerline monuments will be researched and reset as part of the post-construction survey and preparation of the corner record. Should the quantity exceed 70 centerline monuments, an amendment will be prepared to authorize work prior to the work being performed.

For street centerlines that are slated for monuments, the contractor is to deliver accurate and timely data in order for them to establish the new centerline monuments.

Anticipated Meetings:

- Coordination Meetings by Surveyor

Anticipated Deliverables:

- Recorded Corner Ties and Records

Task 2: Construction Bidding Support

Kimley-Horn will provide support during bidding phase of the work. Requests, questions, and answers will flow from the City. It is anticipated that there will be no meetings for the civil design discipline during this task. If there are any addenda that requires a significant amount of time, the level of effort will be defined and approved by the City prior to the start of work. It is assumed that the City will handle the bidding process and a minimal effort is required from the civil design at this stage.

We have budgeted 30 hours for this effort. Should we exhaust our fee because of additional unanticipated work, or the bidding period extends beyond the anticipated period, an assessment will be made, and an amendment will be prepared prior to the commencement of the additional work.

Anticipated Meetings:

- Coordination Meetings (up to 3)

Anticipated Deliverables:

- Coordination and responses to RFIs, questions, and clarifications

Task 3: Construction Support

Kimley-Horn will provide Construction Support Services during the construction phase of the work. It is understood that the City will provide daily inspection services and will have direct daily interface with the Contractor. The City will provide the resident engineer (by others) who will interface with the Contractor. The City will provide construction management services for which Kimley-Horn will interface. The City will conduct construction coordination meetings and will process contract amendments and progress payments.

No work under this Task shall be performed by Kimley-Horn without specific authorization and direction from the City. We understand that the construction work is for up to 90 days. Should we exhaust our fee because of additional unanticipated work, or the construction period extends beyond the anticipated period, an assessment will be made, and an amendment will be prepared prior to the commencement of the additional work. Specific work of this Task includes:

- Assist City Project Manager in preparing RFI responses.
- Provide design/technical clarifications. Perform engineering analysis, calculations, sketches, drawings, and technical resolutions as applicable.

- Review material Substitution Requests.
- Review material Submittals.
- Conduct site visits and field observations for up to 6 visits. Provide technical support to interpret field inquiries including differing site conditions.
- Review contractor mark ups.
- Prepare as-built drawings.
- Attend construction meetings to address design issues as requested by City.
- Conduct final observation and sign off for final punch list work.

Site Visits / Field Observations

Construction site visits will be provided by the Design Team as directed by the City. Following each site visit, a field observation report will be prepared and distributed, noting the progress of the work and any observed deficiencies, which must be corrected by the Construction Contractor. We anticipate up to six (6) site visits for field observations to be conducted.

Construction Meetings

The Design Team will attend and participate in regularly scheduled construction coordination meetings in conjunction with the City and the Construction Contractor, as directed by the City. We assume that we will attend up to six (6) meetings with up to two (2) Kimley-Horn staff.

RFI Review

Kimley-Horn shall provide normal and reasonable interpretations and clarifications to the Construction Contractor, including responding to the Construction Manager's or City representative's previously reviewed and approved normal and reasonable Requests for Information (RFIs).

Submittal Review

Kimley-Horn shall review shop drawings and product/material submittals, which will include receiving, reviewing, and taking appropriate action on submittals made by the Construction Contractor including shop drawings, material samples, mix designs, product brochures and literature, and other submittals, as previously reviewed and approved by the Construction Manager or City representative.

As-Built Drawings

Kimley-Horn shall review contractor provided as-built drawings and markups. Kimley-Horn does not anticipate a large effort to prepare as-builts for the project. We assume that the redline mark ups by the Contractor are acceptable to the City. Should the City want to have the as-builts in CAD, an additional work amendment will be prepared for the City to approve prior to the commencement of work. As the Engineer of Record, Kimley-Horn will not be held responsible for the accuracy or completeness of the drawing and will not be responsible for any errors or omissions which may be incorporated.

Punch List

The Design Team shall conduct punch walk and prepare punch list(s) prior to signing-off on the Certificate of Substantial Completion. The punch list(s) will identify work items which must be corrected or completed by the Construction Contractor. The Design Team shall be accompanied by the Construction Manager and/or City representative, to concur with the validity of the items as the list develops during the walk-through.

Once the Construction Contractor has addressed all of the work items, the Design Team will field verify and issue a final punch list(s) to the City.

Assumptions and Exclusions

All assumptions and exclusions will be the same as those noted in the original contract. In addition, the following pass-through section shall be included as part of the overall contract.

PASS THROUGH FOR CONVENIENCE OF CLIENT

1. **The task order with the client should provide:** "Consultant is retaining Subconsultant to provide the services described herein solely for the administrative convenience of the Client. Client acknowledges that Consultant will not be reviewing the work product of Subconsultant and agrees that, notwithstanding anything to the contrary in the Consultants MSA terms with Client that this Task Order is subject to, Consultant shall not be liable for such work product of the Subconsultant in any way. If the Client has any future claim related to these services, Client will pursue the claim against Subconsultant directly and hold harmless Consultant from any such claim."

2. **The subcontract should provide:** "Consultant is retaining Subconsultant to provide the services described herein solely for the administrative convenience of the Client. Subconsultant acknowledges that Consultant will not be reviewing the work product of Subconsultant and will not be liable for it in any way. If the Client has any future claim related to these services, Subconsultant consents to Client pursuing Subconsultant directly regarding any such claim. If Subconsultant has any payment dispute regarding its services, it will pursue that claim directly against Client and not against Consultant."

Fee Proposal

Kimley-Horn will complete the additional services as described in the scope of services for a lump sum fee as listed below:

TASK NO.	TASK DESCRIPTION	FEE
1	Final Survey Monumentation (up to 70 Centerline Monuments)	\$60,400
2	Construction Bidding Support	\$7,600
3	Construction Support	\$148,500
	Other Direct Expenses	\$2,000
TOTAL COST		\$218,500

Closure

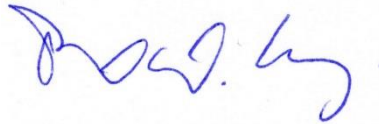
We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Sri Chakravarthy, P.E., T.E.
Senior Vice President, RCE 73629



Patrick Wong
Senior Project Manager