



February 28, 2024

Zuzanna Rand, PE
Western Municipal Water District (WMWD)
14205 Meridian Parkway
Riverside, CA 92518

RE: WMWD Construction Services – McKinley Grade Separation Project

Dear Ms. Rand:

Kimley-Horn (Consultant) is pleased to submit this amendment to Western Municipal Water District (WMWD) to provide additional Construction Support for the WMWD and Western Riverside County Regional Wastewater Authority (WRCRWA) owned facilities within the McKinley Grade Separation Project area in the City of Corona. Our understanding, scope of services, schedule, and fee to perform these services are below.

Understanding

WMWD directed the Consultant to provide additional Construction Support Services for the WMWD and WRCRWA owned facilities on the McKinley Street Grade Separation Project due to the extension of the Construction schedule. The construction schedule has been extended due to unforeseen field conditions, changes to the approved plans from SCE design updates, and availability and lead times of materials. Additionally, the assumptions identified as part of Amendment 1 have changed. Support for reviews, meetings and coordination of Contractor submittals and RFI's required more effort than originally anticipated which is further described in the scope of services below.

Scope of Services

The tasks below are intended to be used as scope of services for the project, and to demonstrate phases of our services, tasks, and deliverables to be completed.

Task 5 – Engineering Construction Services

- The Consultant reviewed 13 Requests for Information (RFIs) of proposed changes from the contractor due to availability of materials and long lead times for ordering materials. Consultant also provided review of the survey data that resulted in four iterations due to difficulty locating the siphon piping tie ins and inadequate quality of survey data provided by the contractor. Therefore WMWD has requested the Consultant to continue to address and respond to additional RFIs from the contractor throughout the remaining four month continuous construction schedule. We have allocated up to forty-three hours in this scope of services. Any orders authorizing variations from the Contract Documents will be made only by the Client.

- Consultant reviewed 21 submittals that required extensive coordination with up to 6 iterations per submittal due to difficulty of procurement of critical materials and equipment. Sixteen submittals and up to two iterations were initially assumed. Therefore WMWD has requested the Consultant to continue reviewing additional shop drawing and materials submittals by the Contractor throughout the remaining four month continuous construction schedule. We have allocated up to fifty hours to review additional shop drawings/materials submittals in this scope of services.
- Consultant has attended meetings on a monthly and as needed basis to answer questions from the contractor and to help speed up the resubmittal of submittals and RFI's. Therefore WMWD has requested the Consultant to continue to attend additional video conference meetings when needed throughout the remaining four month continuous construction schedule. We have allocated up to 4 hours for meetings in this scope of services.
- Consultant updated plans to reflect new locations of SCE connections. SCE relocation plans were finalized after the start of construction and required reconfiguration of the proposed tie in due to information that was not available during the design phase. Consultant also reviewed siphon pipe size of both inside diameter and outside diameter of existing system versus proposed system. This information needed to be confirmed and approved based on the condition of the pipe after it was cut open by the contractor. Consultant reviewed survey invert data due to insufficient and inaccurate information provided and updated plans.
- We have allocated up to 20 hours for miscellaneous future tasks.

Deliverables: Response to Submittals and Response to RFI's

Assumptions & Exclusions

- WMWD and WRCRWA specifications will not be packaged separately from the McKinley Street Grade Separation Specifications
- Consultant will not supervise, direct, or have control over Contractor's work, nor shall Consultant have authority or responsibility to stop the work or have responsibility for the means, methods, techniques, equipment choice and usage, sequence, schedules, or procedures of construction selected by Contractor, for safety programs or safety practices incident to Contractor's work, or for any failure of Contractor to comply with any laws. Consultant does not guarantee the performance of any Contractor and has no responsibility for Contractors failure to perform its work in accordance with the Contract Documents.
- Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by Client.
- Consultant may recommend Change Orders to the Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.

- Consultant will evaluate and determine the acceptability of substitute or “or equal” materials and equipment proposed by Contractor in accordance with the Contract Documents.
- Consultant may require special inspections or tests of Contractor's work, and may receive and review certificates of inspections within Consultant's area of responsibility. Consultant's review will be solely to determine that the results indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the Contract Documents. Consultant is entitled to rely on the results of such tests.
- Consultant shall not be responsible for the act or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the work. Consultant shall not have responsibility to stop or direct the work of any Contractor.
- Consultant has no control over the contractor's or construction manager's means, methods, techniques, sequence, schedule, and other activities. Therefore, the associated effort for Consultant during construction detailed in this fee sheet are an estimate only. Consultant will provide its services during construction on a time and materials basis, and will notify the client prior to exceeding the budgets stated herein.

Fee & Schedule

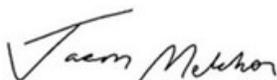
We are requesting a not-to-exceed fee of \$39,155 to accomplish the above stated scope of services. We anticipate a four month remaining continuous schedule for the project construction. We will work with WMWD on a mutually agreed schedule for deliverables.

Closure

If you concur in all the foregoing and wish to direct us to proceed with the services, please forward the appropriate amendment document for our review and execution. This proposal is valid for sixty (60) days after the date of this letter.

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

Very truly yours,



Jason Melchor, P.E. (No. 65218)
Associate



Kameron Qureshi, PE (No. 92631)
Project Engineer

Attachments:

Not-to-Exceed Fee Estimate



McKinley Street Grade Separation Project - WMWD and WRCRWA Bidding and Construction Services Amendment

Category		Kimley-Horn Staff						Total Hours	Labor Cost	Total Cost
		Project Manager	Senior Professional II	Senior Professional I	Professional I	Analyst	Admin			
		Total Hourly Billing Rate	\$325.37	\$278.15	\$236.16	\$152.20	\$120.71			
Task 5	Engineering Construction Services									
	Additional RFIs (Correction of surveying data and locating siphon piping)	5	10	20			8	43	\$ 10,011.55	\$ 10,011.55
	Submittal Review (resubmittal due to availability of materials)	5	10	35				50	\$ 12,673.95	\$ 12,673.95
	Design Revisions (SCE design and redesign including drawings and survey data updates)	2	4	10	40			56	\$ 10,212.94	\$ 10,212.94
	Meetings		4					4	\$ 1,112.60	\$ 1,112.60
	Miscellaneous		10	10				20	\$ 5,143.10	\$ 5,143.10
TOTAL HOURS		12	38	75	40	0	8	173		
	Subtotals	\$ 3,904	\$ 10,570	\$ 17,712	\$ 6,088	\$ -	\$ 880		\$ 39,154.14	\$ 39,154.14
TOTAL COST										\$ 39,155

Kimley-Horn will not exceed the total maximum fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.