

**AMENDMENT NUMBER 01 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN
AND ASSOCIATES, INC.**

This is Amendment number 01 dated June 20, 2019 to the agreement between City of Saginaw ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated October 24, 2017 ("the Agreement") concerning Fairmount 12" Sanitary Sewer Rehabilitation – Phase 1 (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 services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Consultant will perform the following services:

Additional work for design for relocation of a 12" sanitary sewer line and abandonment of 8" water line due to conflict with proposed BNSF track expansion.

Task 2 – Preliminary Design

- Design Survey – Consultant will perform a design level survey. The survey will include the following:
 - o Width of easement or alignment survey corridor not to exceed 80 feet.
 - o Locate visible topographic features such as marked existing utilities and their appurtenances, 6-inch diameter trees and larger, iron pins (if found), edge of pavement, fences.
 - o Establish control points along the route.
 - o It is understood that a vacuum truck will be provided by the City if potholing of existing utilities is necessary.
- Geotechnical Analysis – Consultant will perform a geotechnical analysis of the proposed sewer line alignment utilizing a qualified geotechnical laboratory to determine subsurface conditions and make recommendations regarding embedment, backfill and excavation parameters. The geotechnical analysis will include the following:
 - o Subsurface exploration including up to one (1) sample bores at various locations and depths along the proposed route.
 - o Laboratory tests for classification purposes and strength characteristics.
 - o Engineering services that address soil and groundwater conditions for proposed horizontal boring and pipe bursting locations, if necessary.
 - o Prepare a geotechnical report that presents the results of the field and laboratory data as well as analysis and recommendations. The data contained in the geotechnical report will be made available to contractors during the bidding process for information purposes.
- BNSF Utility Crossing Permit – Consultant will prepare and submit an application for a utility crossing across various BNSF Railroad tracks for approval by BNSF Railroad.

- Separate Instrument Easement Exhibits – Consultant will prepare up to one (1) easement exhibits and metes & bound descriptions for separate instrument easements, as required.

Task 3 – Final Design

- Civil Plans – Prepare engineering plans, specifications, and construction contract documents for project bidding and regulatory approval. Plans will consist of 22"x34" plan and profile sheets. The Consultant anticipates preparing approximately four (4) plan sheets. The Consultant will provide the following information on the plan sheets:
 - Civil Sheets
 - Plan view
 - Profile View
 - Dimensional Control
 - Details
 - General Notes
- Opinion of Probable Construction Cost – Consultant will prepare final opinions of probable construction cost. Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only Consultant's judgment as a design professional familiar with the construction industry. Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Task 5 – Construction Contract Administration

Consultant will provide professional construction phase services to the Client during construction of this project. The additional estimated construction period of the project is one (1) month for the basis of establishing the Consultant's Fee.

Task 6 – Material Testing

Consultant will perform material testing utilizing a qualified geotechnical laboratory. Material testing is understood to include the following:

Earthwork: Laboratory and in-place moisture and density testing of embedment material and backfill material.

HMAC Pavement: Laboratory determination of maximum theoretical specific gravity of base and surface courses and in-place density monitoring by nuclear methods.

Cast-In-Place Concrete: Pre-concrete placement reinforcing steel observation. On-site placement observation and testing include slump, temperature, entrained air content, and the molding of test cylinders. Laboratory curing and testing of cylinders.

Masonry: Sampling of contacting grout and casting of grout cylinders or cubes for laboratory compressive strength testing.

For the services set forth above, Client shall pay Consultant the following compensation:

Kimley-Horn will perform the above services for Task 2 and Task 3 for a lump sum fee of 25,500.

Kimley-Horn will perform the above services for Task 5 labor fee plus expense basis. Consultant recommends the Client budget \$2,500 for this task based on the estimated construction period.

Kimley-Horn will perform the above services for Task 6 labor fee plus expense basis. Consultant recommends the Client budget \$24,000 for this task based on the estimated construction period.

All permitting, application, and similar project fees will be paid directly by the Client. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

ACCEPTED:

CITY OF SAGINAW, TEXAS
INC.

BY: _____
Gabe Reaume
City Manager

DATE: _____

KIMLEY-HORN AND ASSOCIATES,

BY:  _____
Jeff James
Senior Vice President

DATE: 6/19/19