

**PROFESSIONAL SERVICES AGREEMENT FOR
PIPELINE FACILITY IMPROVEMENTS TO IMJIN PARKWAY WIDENING PROJECT
BETWEEN
MARINA COAST WATER DISTRICT
AND
KIMLEY-HORN AND ASSOCIATES, INC.**

Some of the important terms of this Agreement are printed on Pages 2 and following. For your protection, make sure that you read and understand all provisions before signing. The terms on Page 2 are incorporated in this document and will constitute a part of the Agreement between the parties when signed.

TO: Marina Coast Water District DATE: March 1, 2018
11 Reservation Road Agreement No. 2018-OW-193
Marina, CA 93933

The undersigned Consultant offers to furnish the following:

Professional services to the Marina Coast Water District related to incorporating Pipeline Facility Improvements into the City of Marina's Imjin Parkway Widening Project. The Scope includes updating the Project's environmental documents to reflect the addition of MCWD's work, and incorporating MCWD's plans, technical specifications, and bid list to create a bid package at the 95% and Final design levels. See Attachment A for additional information and deliverables.

Contract price \$ Not to exceed \$38,400

Completion date March 1, 2019

Instructions: Sign and return two (2) originals. Upon acceptance by the Marina Coast Water District, a copy will be signed by its authorized representative and promptly returned to you. Insert below, the names of your authorized representative(s).

Accepted: Marina Coast Water District
By Keith Van Der Maaten
Title General Manager

Accepted: Kimley-Horn and Assoc., Inc.
By [Signature]
Title Assistant Secretary

Other authorized representative(s):
Michael Wegley, PE, District Engineer

Other authorized representative(s):
Michael Mowery, Brian Sowers
KHACA
03

Consultant agrees with the Marina Coast Water District that:

1. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, and in accordance with the limitations set forth in California Civil Code 2782.8, as amended, Consultant will defend, indemnify and hold harmless the Marina Coast Water District, its directors, officers, employees, or authorized volunteers from any damage, liability or cost (including reasonable attorneys' fees) that arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct in the performance of the work under this agreement.
2. Other than in the performance of professional services, to the fullest extent permitted by law, Consultant will defend, indemnify and hold harmless the Marina Coast Water District, its directors, officers, employees, and authorized volunteers from any damage, liability or cost (including reasonable attorneys' fees) arising out of bodily injury, death, and property damage to the extent caused by the Consultant's negligent performance; including but not limited to claims by the Consultant or Consultant's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of the Marina Coast Water District, its directors, officers, employees, or authorized volunteers, unless caused at least in part by the Consultant.
3. By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Consultant will comply with such provisions before commencing the performance of the professional services under this Agreement. Consultant and sub-consultants will keep workers' compensation insurance for their employees in effect during all work covered by this Agreement and shall file with the Marina Coast Water District the certificate required by Labor Code Section 3700.
4. This paragraph is part of the contract. Yes or No (Circle One) Consultant acknowledges and understands that the area in and around which the work will be performed has been identified as a possible location of munitions and explosives of concern ("MEC"). All indemnification obligations of Consultant under this Agreement, including those specified in paragraph 1 shall specifically include claims and demands involving, arising out of or related to MEC.
5. This paragraph is part of the contract. Yes or No (Circle One) [This section applies in most cases except for laboratory work.] Consultant will file with the Marina Coast Water District, before beginning professional services, a certificate of insurance satisfactory to the District evidencing professional liability coverage of not less than \$1,000,000 per claim and annual aggregate, requiring 30-day notice of cancellation (10 days for non-payment of premium) to the Marina Coast Water District. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by the District. The retroactive date (if any) is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least Three years after the completion of the contract work. Consultant shall purchase a one-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.
6. This paragraph is part of the contract. Yes or No (Circle One) Consultant will file with the Marina Coast Water District before beginning professional services, certificates of insurance satisfactory to the Marina Coast Water District evidencing general liability coverage of not less than

\$1,000,000 per occurrence (\$2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days (10 days for non-payment of premium) notice of cancellation to the Marina Coast Water District. If the work involves MEC per paragraph 4, above, all insurance maintained by Consultant shall include coverage for services, work in or around MEC, and claims, demands and injuries related in any way to this Agreement which arise from MEC. The general liability coverage is to state or be endorsed to state "such insurance shall be primary and any insurance, self-insurance or other coverage maintained by the Marina Coast Water District, its officers, directors, employees, or authorized volunteers shall not contribute to it". The general liability insurance shall give Marina Coast Water District, its officers, directors, employees and its authorized representatives and volunteers insured status using ISO endorsement CG2010, CG2033 or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- :VII or as otherwise approved by the Marina Coast Water District. In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

7. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) to the District at least ten (10) days prior to the expiration date.

8. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representative(s)."

9. Final Payment, unless otherwise specified on Page 1, is to be within 30-days after acceptance by the Marina Coast Water District.

10. Consultant will comply with local, state and federal regulations and statutes including Cal/OSHA requirements.

11. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion be approved in advance, in writing by a supplemental agreement by the Marina Coast Water District. Consultant's "authorized representative(s)" has (have) the authority to execute such written change for Consultant.

12. Neither party shall assign, sell, mortgage, hypothecate, or otherwise transfer its interest or obligations in this agreement without written consent of the Marina Coast Water District. Further, none of the services covered by this agreement shall be subcontracted beyond that which is specifically noted in the Consultant's proposal unless approved by the other party in writing.

13. This Agreement supersedes and integrates all prior writings and understandings between the parties concerning, is binding on the parties and their successors, and may be amended only by written agreement signed by the Marina Coast Water District and the Consultant. This Agreement may be signed in counterparts, each of which when fully executed shall be considered a duplicate original document. Both parties have participated fully in the review and revision of this Agreement, and neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code section 1654.

14. The parties must submit any disputes arising under this Agreement to non-binding mediation before filing suit to enforce or interpret this Agreement. Upon request by either party, the parties will within ten days select a single mediator, or if the parties cannot agree, they shall

ask the then presiding Judge of the Monterey County Superior Court to select a mediator to mediate the dispute within fifteen days of such selection.

15. The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by engineers practicing in the same or similar locality under the same or similar circumstances.

16. The Marina Coast Water District will provide full information in a timely manner regarding requirements for and limitations on the project, including objectives, schedule, constraints, criteria and relevant technical information. The Consultant will be entitled to rely on the accuracy and completeness of the information furnished by the Marina Coast Water District.

EXHIBIT A

Proposal of Services dated November 6, 2017 (see attached)

Kimley»»Horn

November 6, 2017

Mike Wegley
District Engineer
Marina Coast Water District
11 Reservation Road
Marina, CA 93933-2099

RE: Proposal to Provide Professional Services to Marina Coast Water District

Dear Mr. Wegley

Kimley-Horn and Associates, Inc. (Kimley-Horn), is pleased to submit this proposal to provide professional services to incorporate Marina Coast Water District pipeline facility improvements into the City of Marina's Imjin Parkway Widening Project. Attached are our detailed scope and fee for this work.

We have availability and are ready to begin work immediately upon receiving a notice to proceed from Marina Coast Water District.

Thank you for the opportunity to propose on this work. If you have any questions, please do not hesitate to contact me at (925) 398-4856 or john.pulliam@kimley-horn.com.

Sincerely,



John Pulliam, P.E.
RCE#68897

Attachments
Project Scope of Services
Professional Fee

SCOPE OF SERVICES

Kimley-Horn and Associates, Inc. (Kimley-Horn) proposes the scope of services listed in subsequent sections below for completing project coordination, environmental, and design professional services for Marina Coast Water District's (District) planned pipeline projects along Imjin Parkway in Marina, California. These upgrades include the construction of 3,400 linear feet of a new 12" water line and the construction of 6,100 linear feet of a new 12" recycled water line, both along Imjin Parkway and within the limits of the City of Marina's upcoming Imjin Parkway Widening Project. In addition to these, there is also a new proposed crossing of Imjin Parkway by the District's sanitary sewer force main.

The City of Marina contracted with Kimley-Horn to provide environmental clearance and final design services for the Imjin Parkway Improvement Project, culminating in the preparation of a bid package for construction. Because the District's construction schedule overlaps with the City's construction schedule, the District has requested that the City incorporate their utility work into the City's project.

Kimley-Horn has prepared the following scope of services to provide professional services necessary to incorporate the District's projects into the Imjin Parkway Widening Project. Because the City's project is partially funded with federal dollars, the District will be required to comply with federal funding requirements in the environmental, final design, and construction phases. This includes the federal Buy America requirement.

Our scope assumes that the District will be responsible for preparation of the plans, specifications, and estimate for their work, and that these will be provided to Kimley-Horn in formats which can readily be incorporated into the bid package.

Kimley-Horn scope of work includes the following key tasks:

1. Project Management and Coordination
2. Environmental Clearance
3. 95% PS&E
4. Final PS&E

TASK 1 Project Management

Kimley-Horn assumes project management services will last for 14 months (November, 2017 – December, 2018), beginning with the execution of the contract and ending with the completion of the bid package and the advertisement of the project. Our scope includes project management activities as described below.

Kimley-Horn will attend and participate in meetings with District staff necessary to plan and execute the work. In addition to conference calls, we assume up to three (3) in-person meetings at the District offices will be necessary.

Kimley-Horn will submit invoices to the District every month, which will include progress against total budget.

TASK 2 Environmental Clearance

Kimley-Horn will update the project's environmental documents to reflect the addition of the District's work. This will include the following:

- Revisions to the Cultural APE regarding the Imjin/Marina Heights intersection;
- Revisions to the Biological BSA regarding the Imjin/Marina Heights intersection;
- Revisions to the Project description to include information regarding the pipelines, construction methods, soil excavation, and other pertinent details;
- Revising the purposed and need to include the new pipeline(s);
- Documenting the purpose of the new utilities within the growth inducing discussion;
- Additional details required in the IS/EA in the impact analysis regarding utilities;
- Responses to comments on technical studies and IS/EA regarding utilities;
- Additional coordination with the City, the District, and Caltrans regarding the pipeline(s);

The above list assumes that the changes to the project description do not trigger additional technical analysis or environmental documentation beyond what is already identified in the PES and the Scoping Memorandum. If, during technical study review and/or IS/EA review, it is determined that additional analysis or studies are required, then an addendum to the scope and additional fee will be required.

TASKS 3 and 4 95% and Final PS&E

This task includes incorporation of the District's plans, technical specifications, and bid list to create a complete bid package at the 95% and Final design levels. Our scope assumes that the District will provide their plans, specifications, and bid list in a form that is complete, and that Kimley-Horn's scope will be limited to minor modifications necessary to incorporate each into the overall bid package.

In addition to plan sheets, we assume the District will provide their improvements design base files for coordination with the Imjin Parkway Widening improvements.

Our team will develop and modify the bid items to create a clear distinction between the City and District's areas of work, to assist in reimbursement.

For each deliverable, one (1) hard copy half-size sets (11"x17") of complete PS&E will be provided to the District for review and comment. Documents will also be provided in electronic format (Microsoft Word and PDF).

FEE PROPOSAL

We propose to perform the Scope of Services outlined above for a Fee not to exceed \$38,400. The attached spreadsheet provides a detailed breakout of our fee.

Unless specified otherwise, task fees include direct expenses for the project such as in-house duplicating, telephone, postage, CAD computer time, and in-house blueprinting. Other direct expenses including subconsultants, mileage, meals, and plan production are included in the direct expenses line item.

Services other than those set forth in the Scope of Services shall constitute extra services. Extra services, such as attendance at meetings other than those included in the Scope of Services or changes in project location shall be performed only with District authorization, and for additional fees to be negotiated prior to authorization.

DESCRIPTIONS (Continued from Page 1)

the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than

that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

This page has been left blank intentionally.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Kimley-Horn and Associates, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 421 Fayetteville Street, Suite 600	Requester's name and address (optional)
6 City, state, and ZIP code Raleigh, NC 27601	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
5	6	-	0	8	8	5	6	1	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶ **November 28, 2017**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.