



June 13, 2025

Mr. Brett Bollinger
Senior Trails Planner
City of Folsom Parks and Recreation Department
50 Natoma Street
Folsom, California 95630

Re: Mangini Ranch Trails – Amendment No. 3 – Design Support During Construction
Scope of Services and Fee Proposal

Dear Brett:

This letter proposal was prepared based on our discussions with the City of Folsom (City) on June 12, 2025 requesting Kimley-Horn provide design support services during construction (DSDC). This letter constitutes a proposal setting forth our proposed amended Scope of Services and Fee. The City and Kimley-Horn entered into an agreement for design consulting services on September 10, 2021, the terms and conditions of which are incorporated herein by reference. Our Project Understanding, Scope of Services, Schedule, and Fee Proposal are as follows.

Project Understanding

Kimley-Horn understands the City intends to award the construction contract to the selected contractor at the July 8th City Council meeting, and the City is requesting continued design support during construction. We understand the City also has retained another firm to provide construction administration/management services. We anticipate the CA/CM firm will take the lead in reviewing and approving submittals and RFIs, and Kimley-Horn will provide support, as requested. We anticipate the construction duration will be up to seven (7) months.

Scope of Services

Task 1 – Design Support During Construction (DSDC)

Consultant will provide design support during construction, as requested, for the anticipated seven (7) month construction duration. Our scope includes the following construction support activities, that may be performed under the agreement, as requested by the City. Our proposed fee does not include enough budget for Kimley-Horn to perform all of the activities summarized below, and this list is intended to include the services we may provide during construction. Any services requested beyond the included budget will be considered additional services and can be performed for additional fee.

- Prepare Conform Documents that will incorporate all modifications made to the design documents during the bidding phase.
- Attend one (1) pre-construction meeting, as requested by the City. We assume the meeting will be in-person and one (1) Consultant staff will attend, with one (1) additional Consultant staff attending online/by telephone.
- Visits to Site and Observation of Construction. Kimley-Horn will make site visits to observe the progress of the work, as requested by the City.

- Kimley-Horn will not supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Kimley-Horn does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.
- Clarifications and Interpretations. Kimley-Horn 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.
- Shop Drawings and Samples. Kimley-Horn 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, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- Substantial Completion. Kimley-Horn will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the work of Contractor is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Client, Kimley-Horn considers the work of Contractor substantially complete, Kimley-Horn will notify Client and Contractor.
- Final Notice of Acceptability of the Work. If requested by the City, Kimley-Horn will conduct a final site visit to determine if the completed work of Contractor is generally in accordance with the contract documents and the final punch list so that Kimley-Horn may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Kimley-Horn shall also provide a notice that the work of Contractor is generally in accordance with the contract documents to the best of Kimley-Horn's knowledge, information, and belief based on the extent of its services and based upon information provided to Kimley-Horn upon which it is entitled to rely.
- Limitation of Responsibilities. Kimley-Horn will not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the work. Kimley-Horn will not have the authority or responsibility to stop the work of any Contractor.

This task assumes a maximum construction period of seven (7) months for DSDC. We assume a total

of up to 80 hours of effort for this task. Design support during construction beyond the scope described herein will be considered an additional service.

Kimley-Horn assumes record drawings will be provided by the contractor to the City upon completion of construction. Therefore, record drawings are not included in this scope of services.

Schedule

Kimley-Horn will provide our services as noted in the Scope of Services as expeditiously as practicable to meet the mutually agreed upon schedule.

Fee and Billing

Kimley-Horn will provide the above Scope of Services on a labor fee plus expense basis. The scope will be performed for the additional not to exceed amount of \$29,640.00. Labor fee will be billed according to our then-current rates. Direct reimbursable expenses such as express delivery services, fees, and other direct expenses will be billed at 1.10 times cost. An allocation charge of 5.0 percent will be added to the labor fee to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the City.

We appreciate the opportunity to provide these services to you. Please contact Daniel at (916) 668-4951 if you have any questions or require additional information.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Daniel Carley, PE
Project Manager
PE No. C7630

