

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A SECOND AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DENTON AND KIMLEY-HORN AND ASSOCIATES, INC., AMENDING THE CONTRACT APPROVED BY CITY COUNCIL ON MAY 17, 2022, IN THE NOT-TO-EXCEED AMOUNT OF \$751,100.00; AMENDED BY AMENDMENT 1 APPROVED BY CITY COUNCIL; SAID SECOND AMENDMENT TO EXTEND THE SCOPE OF WORK, INCLUDING REROUTING THE SANITARY SEWER LINE, ADD SEWER LINES/EASEMENTS, AND AN ADDITIONAL FULL PLAN SET AND SERVICES FOR A NEW LIFT STATION FOR THE CAPITAL PROJECTS DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7574-010 – PROVIDING FOR AN ADDITIONAL SECOND AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED \$160,000.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$1,135,400.00).

WHEREAS, on March 23, 2021, the City Council approved a pre-qualified engineer list for Water and Wastewater (Ordinance 21-546), and the professional services provider (the “Provider”) mentioned in this ordinance is being selected as the most highly qualified on the basis of its demonstrated competence and qualifications to perform the proposed professional services; and

WHEREAS, on May 17, 2022, City Council awarded a contract to Kimley-Horn and Associates, Inc. in the amount of \$751,100.00, for regulatory permitting/approval support, process evaluation, design services, bidding assistance, construction phase services, and easement acquisition for the I-35 to Milam Creek Phase II Project for the Water Utilities Department; and

WHEREAS, on September 19, 2023, City Council awarded a First Amendment to Kimley-Horn and Associates, Inc. in the amount of \$224,300.00, for an extended scope, an additional full plan set, and services for a new lift station for the I-35 Split to Milam Phase II project for the Capital Projects and Water Utilities Departments; and

WHEREAS, this procurement was undertaken as part of the City’s governmental function; and

WHEREAS, the additional fees under the proposed Second Amendment are fair and reasonable and are consistent with, and not higher than, the recommended practices and fees applicable to the Provider’s profession, and such fees do not exceed the maximum provided by law; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The Second Amendment, increasing the amount of the contract between the City and Kimley-Horn and Associates, Inc., which is on file in the office of the Purchasing Agent, in the amount of One Hundred Sixty Thousand and 0/100 (\$160,000.00) Dollars, is hereby approved, and the expenditure of funds therefor is hereby authorized in accordance with said amendment which shall be effective upon the execution of the amendment attached hereto. The total contract amount increases to \$1,135,400.00.

SECTION 2. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____. This ordinance was passed and approved by the following vote [___ - ___]:

| | Aye | Nay | Abstain | Absent |
|--|------------|------------|----------------|---------------|
| Mayor Gerard Hudspeth: | _____ | _____ | _____ | _____ |
| Vicki Byrd, District 1: | _____ | _____ | _____ | _____ |
| Brian Beck, District 2: | _____ | _____ | _____ | _____ |
| Suzi Rumohr, District 3: | _____ | _____ | _____ | _____ |
| Joe Holland, District 4: | _____ | _____ | _____ | _____ |
| Brandon Chase McGee, At Large Place 5: | _____ | _____ | _____ | _____ |
| Jill Jester, At Large Place 6: | _____ | _____ | _____ | _____ |

PASSED AND APPROVED this the _____ day of _____, 2025.

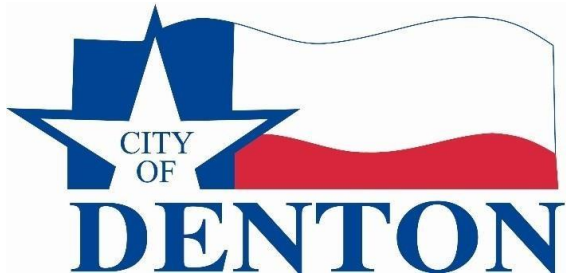
GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn



Docusign City Council Transmittal Coversheet

| | |
|--------------------------|---|
| PSA | 75740-010 |
| File Name | I-35 Split to Milam Ph2 Design - Amendment #2 |
| Purchasing Contact | Cori Power |
| City Council Target Date | |
| Piggy Back Option | Not Applicable |
| Contract Expiration | |
| Ordinance | |

**SECOND AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND KIMLEY-HORN AND ASSOCIATES, INC.
PSA 7574-010**

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS SECOND AMENDMENT TO CONTRACT 7574-010 (“Amendment”) by and between the City of Denton, Texas (“City”) and Kimley-Horn and Associates, Inc. (“Engineer”); to that certain contract executed on May 17, 2022, in the original not-to-exceed amount of \$751,100 (the “Original Agreement”); amended on September 19, 2023 in the additional amount of \$224,300 aggregating a not-to-exceed amount of \$975,400 (the “First Amendment”) (collectively, the Original Agreement and the First Amendment are the “Agreement”) for services related to the design of the I-35 Split to Milam Phase II Project.

WHEREAS, the City deems it necessary to further expand the services provided by Engineer to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount \$160,000 with this Amendment for an aggregate not-to-exceed amount of \$1,135,400; and

FURTHERMORE, the City deems it necessary to further expand the goods/services provided by Engineer to the City;

NOW THEREFORE, the City and Engineer (hereafter collectively referred to as the “Parties”), in consideration of their mutual promises and covenants, as well as for other good and valuable considerations, do hereby AGREE to the following Amendment, which amends the following terms and conditions of the said Agreement, to wit:

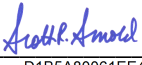
1. The additional services described in Exhibit “A” of this Amendment, attached hereto and incorporated herein for all purposes, for professional services related to the design of the I-35 Split to Milam Phase II Project, are hereby authorized to be performed by Engineer. For and in consideration of the additional services to be performed by Engineer, the City agrees to pay, based on the cost estimate detail attached as Exhibit “A”, a total fee, including reimbursement for non-labor expenses an amount not to exceed \$160,000.
2. This Amendment modifies the Agreement amount to provide an additional \$160,000 for the additional services with a revised aggregate not to exceed total of \$1,135,400.

The Parties hereto agree, that except as specifically provided for by this Amendment, that all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City and the Engineer, have each executed this Amendment electronically, by and through their respective duly authorized representatives and officers on this date _____.

“ENGINEER”

KIMLEY-HORN AND ASSOCIATES,
INC.

DocuSigned by:
By:  Vice President
D1B5A80061EE4E9
AUTHORIZED SIGNATURE, TITLE


“CITY”

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: _____


APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

ATTEST:
LAUREN THODEN, CITY SECRETARY

DocuSigned by:
By: 
4B070831B4AA438...

By: _____

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational
obligations and business terms.

Signed by:
 Seth Garcia
A13701F6BC954FC..
SIGNATURE PRINTED NAME

Director of Capital Projects
TITLE

Capital Projects
DEPARTMENT

Exhibit A

**AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT
ADDITIONAL SERVICES**

**Professional Services Agreement:
I-35 - SPLIT TO MILAM PHASE 2
GANZER LIFT STAITON AND GRAVITY SEWER/FORCE MAIN
Amendment Scope of Services**

This is Amendment Number 02 to the Professional Service Agreement (7574-010) between Kimley-Horn and Associates, Inc. (ENGINEER) and the City of Denton (City) executed on May 17, 2022.

Scope of Services

Construction duration has been extended. Also, this project was originally intended to be a single agreement package and permitted with TxDOT as a single project, but it has since been split into two CSJ's for CSJ 074 and CSJ 047. There was substantial coordination to have TxDOT agree to the way the project is split and how the reimbursement percentage was set up. There has also been a need for additional coordination with the City and others in relation to easement acquisition. In order to facilitate the longer design and permitting process, budgets were moved to accommodate those steps, but now there is a need to add compensation back to the original construction phase service task. The CITY has requested that the ENGINEER perform the following services:

Task 7 – CONSTRUCTION PHASE SERVICES

A. Construction Phase Services

1. Pre-Construction Conference
 - a. Prepare for and attend a pre-construction conference prior to commencement of Work at the Site
2. Site Visits
 - a. Visit the construction site up to sixteen (16) times during construction to perform construction observation. 16 months construction time is assumed.
 - b. Site Visits are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgement.
 - c. Based on information obtained during site visits, ENGINEER will determine if Contractor's work is generally proceeding in accordance with the Contract Documents, and ENGINEER will keep CITY informed of the general progress of the work.
 - d. Hold monthly meetings with the contractor, either on site or off site for up to twelve (12) meetings.

3. Recommendations with Respect to Defective Work

- a. Provide recommendations to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of site visit evaluations, ENGINEER believes such work will not produce a completed Project that conforms generally to Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Notwithstanding the foregoing, the City reserves the right to disapprove or reject Contractor's work without a recommendation from the ENGINEER.

4. Clarifications and Interpretations

- a. Issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field orders authorizing variations from the requirements of the Contract Documents will be made by City.

5. Change Orders

- a. Recommend change orders to City, as appropriate.
- b. Review and make recommendations related to Change Orders submitted or proposed by the Contractor.

6. Shop Drawings and Samples

- a. 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 and compatibility with the design concept of the completed Project as a functioning whole as indicated 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. Assumes up to thirty (30) shop drawings.

7. Substitutes and "or-equal"

- a. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- b. Provide recommendations to City

8. Inspections and Tests

- a. Review certificates of inspections and tests within ENGINEER's area of responsibility for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER will be entitled to rely on the results of

such tests and facts being certified. The scope of services assumes the pumps and motors will go through a non-witnessed factory test. Attending testing will be considered additional services.

9. Disagreements between City and Contractor

- a. As necessary, ENGINEER will, with reasonable promptness, render initial written decision on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of the Contractor's work. In rendering such decisions, ENGINEER will be fair and not show partiality to City or Contractor and will not be liable in connection with any decision rendered in good faith in such capacity. The initial decision of the ENGINEER shall be required as a condition precedent to mediation or litigation of any claim arising prior to the date final payment is due to the Contractor, unless thirty (30) days have passed after a claim has been referred to the ENGINEER with no decision having been rendered.

10. Final Walkthrough and Punchlist Preparation

- a. Attend final walkthrough with Contractor and City to determine if the completed work of Contractor is generally in accordance with the Contract Documents.
 - i. Limitation of Responsibilities: The ENGINEER will not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual entity performing or furnishing the work. ENGINEER will not have the authority or responsibility to stop the work of any Contractor.
- b. Compile punch list from information gathered during final walkthrough with City and Contractor.

11. Continue to coordinate with TxDOT regarding reimbursement.

SCHEDULE

At a mutually agreed upon date.

Compensation

The additional services described above will be accommodated by increasing the contract amount by \$160,000. The following table summarizes the revised contract amount:

| Task | Original Contract | Amd. 1 | Amd. 2 | Revised Contract |
|---|--------------------------|------------------|------------------|-------------------------|
| Task 1 – Design Management | \$5,500 | - | - | \$5,500 |
| Task 2 – Alignment Study | \$19,700 | - | - | \$19,700 |
| Task 3 – Preliminary Design | \$142,000 | - | - | \$142,000 |
| Task 4 – Final Design | \$98,600 | \$22,700 | - | \$121,300 |
| Task 5 – Construction Contract Documents | \$4,600 | - | - | \$4,600 |
| Task 6 – Bid Phase Services | \$3,800 | \$12,200 | (\$16,000) | \$0 |
| Task 7 – Construction Phase Services | \$6,600 | \$61,100 | (\$67,700) | \$0 |
| Task 8 – Record Drawings Preparation | \$5,000 | - | - | \$5,000 |
| Task 9 – Permitting | \$50,200 | - | - | \$50,200 |
| Task 10 – Survey and Easements | \$80,100 | \$25,300 | \$14,472 | \$119,872 |
| Task 11 – Easement Acquisition Services | \$80,800 | - | - | \$80,800 |
| Task 12 – Conflict Analysis | N/A | - | - | - |
| Task 13 – Lift Station Preliminary Engineering Report (PER) | \$26,000 | - | - | \$26,000 |
| Task 14 – Lift Station Prelim/Final Design | \$184,300 | - | \$173,964 | \$358,264 |
| Task 15 – Lift Station Bid Phase Services | \$6,300 | \$28,900 | (\$13,300) | \$21,900 |
| Task 16 – Lift Station Const. Phase Services | \$37,600 | \$74,100 | \$68,564 | \$180,264 |
| Totals: | \$751,100 | \$224,300 | \$160,000 | \$1,135,400 |

Duly executed by each party's designated representative to be effective on the date subscribed by the CITY.

BY:
CITY OF DENTON, TEXAS

BY:
ENGINEER
Kimley-Horn and Associates, Inc

 P.E.

Title: _____

Title: Chris Igo, P.E., Associate _____

Date: _____

Date: 06/17/2025 _____

Amendment No. 2
I-35 - SPLIT TO MILAM PHASE 2
GANZER LIFT STATION AND GRAVITY SEWER/FORCE MAIN

June 17, 2025

Certificate Of Completion

Envelope Id: BE5D7A39-1AE3-4453-A573-3F346BF2C1FC

Status: Sent

Subject: Please DocuSign: City Council Contract 7574-010 - I35 Split to Milam Ph2 Design Amendment 2

Source Envelope:

Document Pages: 7

Signatures: 3

Envelope Originator:

Certificate Pages: 6

Initials: 1

Cori Power

AutoNav: Enabled

901B Texas Street

Envelopeld Stamping: Enabled

Denton, TX 76209

Time Zone: (UTC-06:00) Central Time (US & Canada)

cori.power@cityofdenton.com

IP Address: 198.49.140.10

Record Tracking

Status: Original

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cori.power@cityofdenton.com

Signer Events

Signature

Timestamp

Cori Power

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cori.power@cityofdenton.com

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Purchasing Supervisor

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City of Denton

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Lori Hewell



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lori.hewell@cityofdenton.com

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Purchasing Manager

Signed: 7/10/2025 5:02:36 PM

City of Denton

Signature Adoption: Pre-selected Style

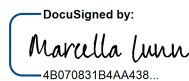
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Marcella Lunn



Sent: 7/10/2025 5:02:38 PM

marcella.lunn@cityofdenton.com

Viewed: 7/11/2025 4:27:25 PM

Senior Deputy City Attorney

Signed: 7/11/2025 5:06:19 PM

City of Denton

Signature Adoption: Pre-selected Style

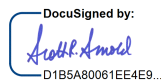
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Electronic Record and Signature Disclosure:

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Scott Arnold



Sent: 7/11/2025 5:06:21 PM

Scott.arnold@kimley-horn.com

Viewed: 7/11/2025 5:06:59 PM

Vice President

Signed: 7/12/2025 1:45:14 PM

Kimley-Horn and Associates, Inc.

Signature Adoption: Uploaded Signature Image

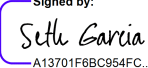
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| Signer Events | Signature | Timestamp |
|---|---|--|
| Seth Garcia Seth.Garcia@cityofdenton.com Director of Capital Projects Security Level: Email, Account Authentication (None) | <div>Signed by:  A13701F6BC954FC...</div> Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10 | Sent: 7/12/2025 1:45:16 PM Viewed: 7/14/2025 7:52:22 AM Signed: 7/14/2025 7:52:47 AM |

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Cheyenne Defee
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Procurement Administration Supervisor
City of Denton
Security Level: Email, Account Authentication (None)

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Sara Hensley
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Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lauren Thoden
lauren.thoden@cityofdenton.com
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Electronic Record and Signature Disclosure:
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| In Person Signer Events | Signature | Timestamp |
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| Editor Delivery Events | Status | Timestamp |
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| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |

Cheyenne Defee
cheyenne.defee@cityofdenton.com
Procurement Administration Supervisor
City of Denton
Security Level: Email, Account Authentication (None)

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Gretna Jones
gretna.jones@cityofdenton.com
Legal Secretary
City of Denton
Security Level: Email, Account Authentication (None)

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| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
| Shawn Messick Shawn.Messick@cityofdenton.com Security Level: Email, Account Authentication (None) | | |
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| Payment Events | Status | Timestamps |
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Denton

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

| | |
|----------------------------|---|
| Operating Systems: | Windows2000? or WindowsXP? |
| Browsers (for SENDERS): | Internet Explorer 6.0? or above |
| Browsers (for SIGNERS): | Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above) |
| Email: | Access to a valid email account |
| Screen Resolution: | 800 x 600 minimum |
| Enabled Security Settings: | <ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection |

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.