

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A FIRST 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 FEBRUARY 23, 2021, IN THE NOT-TO-EXCEED AMOUNT OF \$461,100.00; SAID FIRST AMENDMENT TO PROVIDE DESIGN SERVICES FOR THE RYAN ROAD WIDENING PROJECT FOR THE CAPITAL PROJECTS DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 6590-097 - PROVIDING FOR AN ADDITIONAL FIRST AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED \$1,238,265.15, FOR A TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$1,699,365.15).

WHEREAS, on February 23, 2021, City Council awarded a contract to Kimley-Horn and Associates, Inc. in the amount of \$461,100.00, for professional engineering services for the Ryan Road Corridor Improvements Project for the Capital Projects Department; and

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

WHEREAS, the additional fees under the proposed First 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 First 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 Million Two Hundred Thirty-Eight Thousand Two Hundred Sixty-Five and 0/100 (\$1,238,265.15) 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 \$1,699,365.15.

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 [ \_\_\_ - \_\_\_ ]:

	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Paul Meltzer, 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 \_\_\_\_\_, 2024.

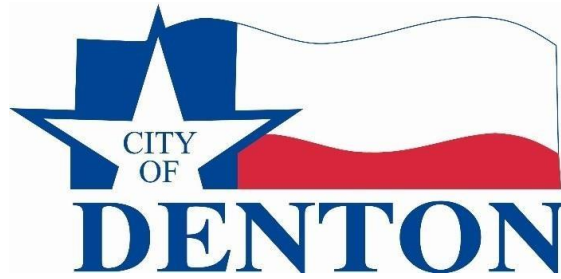
\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

ATTEST:  
LAUREN THODEN, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: Benjamin N. Samples, A.A.



## DocuSign City Council Transmittal Coversheet

FILE	6590-097
File Name	Ryan Rd Design Amendment 1
Purchasing Contact	Erica Garcia
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

**FIRST AMENDMENT TO CONTRACT  
BY AND BETWEEN THE CITY OF DENTON, TEXAS  
AND KIMLEY-HORN AND ASSOCIATES, INC  
PSA 6590-097**

THE STATE OF TEXAS                   §

COUNTY OF DENTON                   §

THIS FIRST AMENDMENT TO CONTRACT 6590-097 (“Amendment”) by and between the City of Denton, Texas (“City”) and Kimley-Horn and Associates, Inc. (“Engineer”); to that certain contract executed on February 23, 2021, in the original not-to-exceed amount of \$461,100 (the “Agreement”); for services related to Ryan Road Corridor Improvements.

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 \$1,238,265.15 with this Amendment for an aggregate not-to-exceed amount of \$1,699,365,15; 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 Ryan Road Design, 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 \$1,238,265.15.
2. This Amendment modifies the Agreement amount to provide an additional \$1,238,265.15 for the additional services with a revised aggregate not to exceed total of \$1,699,365,15.

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 \_\_\_\_\_.

“City”

“Engineer”

CITY OF DENTON, TEXAS  
A Texas Municipal Corporation

KIMLEY-HORNAND ASSOCIATES,  
INC.

By:

\_\_\_\_\_  
AUTHORIZED SIGNOR, TITLE

By:  Scott R. Arnold  
\_\_\_\_\_  
AUTHORIZED SIGNOR, TITLE

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

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

By:  \_\_\_\_\_  
4B070831B4AA438...

ATTEST:  
LAUREN THODEN, CITY SECRETARY

 Trevor Crain, PMP  
\_\_\_\_\_  
SIGNATURE                      PRINTED NAME

By: \_\_\_\_\_

Director of Capital Projects  
\_\_\_\_\_  
TITLE  
Capital Projects  
\_\_\_\_\_  
DEPARTMENT

**EXHIBIT A**

**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT  
ADDITIONAL SERVICES**

Professional Services Agreement:  
**RYAN ROAD CORRIDOR IMPROVEMENTS**  
**Amendment Scope of Services**

This is Amendment number 1 dated \_\_\_\_\_ to the agreement between **City of Denton** ("CITY") and Kimley-Horn and Associates, Inc. ("ENGINEER") dated **February 23, 2021** ("the Agreement") concerning **Ryan Road Corridor Improvements** (the "Project").

The ENGINEER has entered into the AGREEMENT with CITY 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 ENGINEER for compensation as set forth below in accordance with the terms of the ENGINEER, which are incorporated by reference.

**A. Scope of Services**

The CITY has requested that the services currently authorized to be performed by the ENGINEER in accordance with the original Agreement be modified. The CITY has requested that the ENGINEER perform additional services consisting of:

- Additional data collection
- Preliminary and final design for roadway, utilities, drainage, and illumination
- Bidding and construction phase services

**Task 1 Project Management**

**Task 1.1 Monthly Status Reports, Invoicing, and Team Coordination**

The ENGINEER will provide monthly invoices and status reports.

**Task 1.2 Design Meetings with City Staff**

The ENGINEER will conduct and document monthly coordination meetings with the project team and other key stakeholders. During these meetings, the design team will discuss design elements, challenges, and make decisions regarding any proposed design options.

**Task 1.3 Permitting**

The CITY will be responsible for administration of all permits. The ENGINEER will provide exhibits and information necessary for permit approval. The ENGINEER understands the following permits will be required:

- TxDOT Utility Installation Request (UIR)/RULIS Permit
- Canadian Pacific Kansas City (CPKC) Rail Crossing Permit

**EXHIBIT A****Task 1.4 Franchise Utility Coordination**

The ENGINEER will coordinate with franchise utility companies within the project area to obtain existing line maps, determine potential conflicts, and provide conflict information to the CITY for further coordination. The ENGINEER will assist the CITY in review of any franchise utility relocation plans. Up to sixty (60) hours will be spent on franchise utility coordination. Any additional time spent beyond the allotted sixty (60) hours will be considered additional services.

**Task 1.5 Eminent Domain Coordination**

The ENGINEER will attend and document up to two (2) meetings with CITY staff to aid in eminent domain proceedings.

**Deliverables:**

- Monthly invoices and status reports.
- Meeting agendas and meeting notes

**Assumptions:**

- It is assumed Coordination Meetings will be required for twelve (12) months. Additional Coordination Meetings will be considered Additional Services.

**Task 2 Data Collection****Task 2.1 Data Collection and Analysis**

The ENGINEER will collect additional data for preliminary and final design. This information will be utilized to analyze existing constraints and issues for the development of the conceptual design. The following elements will be used to develop the base map.

- 2.1.1 Aerial Photography – The ENGINEER will collect aerial photography for the project corridor from NearMaps and/or available aerial photos from the CITY.
- 2.1.2 Available Record Drawing Research – The ENGINEER will collect any available record drawings from the CITY within the project limits.
- 2.1.3 Available CITY GIS utility information – The ENGINEER will utilize the CITY's online GIS information to compile utility information for the study area.
- 2.1.4 Field Observation – The ENGINEER will conduct up to five (5) site visits to visually document the existing conditions with the Contractor.
- 2.1.5 Utility Data Collection – The ENGINEER will meet with the CITY to discuss historical, existing, and future conditions along the project corridor.

**Task 2.2 Topographic and Boundary Survey**

The ENGINEER will prepare additional topographic survey and right-of-way determination to be used for civil engineering design purposes. The topographic survey is to be used in-house and will not be issued as a stand-alone survey document.

- 2.2.1 The limits of survey will include ten (10) feet beyond existing right-of-way and fifty (50) feet beyond the construction limits for the water line extension area along Country Club Road between Ryan Road and the Denton Classical Academy.
- 2.2.2 The survey will consist of: the location of the right-of-way lines and adjoining property lines with existing easements readily available in the public record (this does not include an abstract of title); elevations; contour lines representing the surface of the existing ground at one foot intervals based on a survey grid system and tied to existing

## EXHIBIT A

control points; observed (only if clearly visible from the surface) locations of existing water, sewer, storm drain, franchise utility facility appurtenances, trees, shrubs, and flowerbeds; pavement, sidewalk, and other visible corridor improvements, and benchmarks established with the survey.

### **Task 2.3 Subsurface Utility Engineering (SUE)**

The ENGINEER will, via a sub-consultant, expose additional utilities using SUE methods and collect survey data on their exposed location. This information will be used during civil engineering design. SUE qualities are described as follows:

#### 2.3.1 Level B Subsurface Utility Exploration

- Quality Level B (QL-B) involves the application of appropriate surface geophysical methods to determine the existence and horizontal position of virtually all utilities within the project limits. This activity is called "designating". The information obtained in this manner is surveyed to project control. It addresses problems caused by inaccurate utility records, abandoned or unrecorded facilities, and lost references.
- SUE QL-B fee is based on an average of six (6) underground utilities for approximately 850 linear feet each. If there are additional utility lines, or we need to obtain more than 850 linear feet for each utility, additional fee may be needed. Additional Level B SUE will be considered additional services.

#### 2.3.2 Level A Subsurface Utility Exploration

- Quality Level A (QL-A), also known as "locating", is the highest level of accuracy presently available and involves the full use of subsurface utility engineering services. It provides information for the precise plan and profile mapping of underground utilities through the nondestructive exposure of underground utilities. QL-A provides the type, size, condition, material, and other characteristics of underground features.
- SUE QL-A fee is based on obtaining up to twenty (20) test holes within the project limits. Test hole information will be provided in the construction drawings in a table format. Any additional test holes needed will be considered additional services.

### **Task 4 Property Acquisition Services**

#### **Task 4.1 Right-of-Way and Temporary Construction Easement Documentation**

- 4.1.1 The ENGINEER will prepare a metes and bounds description and sketch showing the location and dimensions for proposed easements. Easement language will either be the unaltered standard language provided by the local jurisdiction, or as agreed to by the Grantor and Grantee and provided complete to the ENGINEER. The CITY will file the documents.

The ENGINEER will prepare up to twenty (20) temporary construction easement or right-of-way documents.



**EXHIBIT A****Task 4.2 Property Acquisition Services**

4.2.1 ENGINEER will perform the following services for Easement Acquisition Services:

1. ENGINEER's Real Estate Agent shall provide appraisals for proposed easements on up to twenty (20) parcels for the proposed lines. Appraisals will be approved by the CITY prior to beginning negotiations with property owners. The appraisals will be prepared by State Certified Appraisers in accordance with the Uniform Standards of Professional Appraisal Practice Act (USPAP). The appraisals will be suitable for use in condemnation proceedings, if necessary.
2. Provide property negotiation services for up to twenty (20) parcels for the proposed line as follows:
  - a. The offer to purchase the properties will be based on the appraisals as indicated above. The CITY will establish the value to be used in negotiation and the range of negotiating authority to be given to the right-of-way agent. ENGINEER's Real Estate Agent will provide the services of qualified right-of-way agents to secure the required easements for the project. The right-of-way agents will provide each property owner a copy of The Texas Landowner Bill of Rights, but will NOT be required to provide negotiation services under the Uniform Relocation and Acquisition Act (Uniform Act).
  - b. ENGINEER's Real Estate Agent will negotiate on behalf of the CITY and utilize conveyance documents and other necessary forms as prescribed by the CITY. ENGINEER's Real Estate Agent will provide a good faith effort to acquire the rights-of-way through a negotiation process, which will generally consist of three (3) contacts with the property owner, or their authorized representative. A maximum of five (5) total contacts will be provided to reach an agreement with the property owner, or to determine that further negotiations will be non-productive and that eminent domain actions will be necessary to acquire the property. If absentee owners are involved, the negotiations may be conducted via telephone, fax, or by mail. If the schedule for acquisition of the easement or other factors arise, which make it expedient, travel outside the project area to meet with the absentee owners may be desirable. If such events arise, the travel must be specifically authorized by the CITY. If such travel is authorized, the expenses involved, including the agent's services, will be considered additional services.
  - c. The initial offer made to the property owner will be based on the value authorized by the CITY. All counter-offers by the property owner, along with ENGINEER's Real Estate Agent recommendations will be presented to the City for consideration. The CITY must establish and recommend such counter offers before ENGINEER's Real Estate Agent will be authorized to agree to the requested changes. All monetary offers made to the property owners will be within the limits authorized by the CITY in the various stages of the negotiation.
  - d. After reaching an agreement with the landowner on the consideration and all other terms of the transaction, ENGINEER's Real Estate Agent will forward to the CITY a Memorandum of Agreement (M/A) executed by the property owner to be ratified by the CITY. This M/A sets forth the compensation and any other terms and conditions agreed upon. The CITY will be responsible for obtaining the CITY's ratification and for returning the ratified M/A to ENGINEER's

**EXHIBIT A**

Real Estate Agent. ENGINEER's Real Estate Agent will then inform the Title Company that the parcel is ready for closing.

3. ENGINEER's Real Estate Agent will coordinate contacts with the CITY to deliver any payments to the Title Company prior to closing.
4. This Scope of Services assumes that costs for Title Commitments, Title Policies and recording fees will be purchased by the CITY through the assistance of the Real Estate Agent. The amount paid for the Title Policies will not exceed premium amounts set by the Texas Department of Insurance and agreed upon in advance between the CITY and the Title Company. Any additional Title Company services such as recording fees shall be agreed upon in advance between the CITY and the Title Company. ENGINEER's Real Estate Agent will review liens or other exceptions reported in the Title Commitment. ENGINEER will coordinate the location and the effect of any utility easements. ENGINEER will report the results of the Title Commitment to the CITY, recommending the disposition of the exceptions. The decision whether the reported exceptions are acceptable or must be eliminated will be the responsibility of the CITY. Any action required to clear title is not included in the Scope of Work for this project, and if required, will be considered Additional Services.
5. ENGINEER's Real Estate Agent will coordinate and attend all closings at the Title Company.
6. ENGINEER's Real Estate Agent will confirm that the Title Company records all documents at the Denton County Courthouse after closing.
7. ENGINEER's Real Estate Agent will confirm that the Title Company forwards copies of all recorded documents to the CITY.

**Task 5 Roadway Design**

The ENGINEER will prepare construction plans, specifications, and estimates for full depth reconstruction and mill and overlay of Ryan Road per CITY standards.

**Task 5.1 Preliminary Design (60%)**

- 5.1.1 The ENGINEER will prepare a 22"x34" Preliminary (60%) Plan Set consisting of the following elements:
  - Cover sheet and index of sheets
  - General notes
  - Project control
  - Utility layout
    - Existing and proposed horizontal layout
    - Utility design will be performed under Task 6
  - Roadway typical sections
    - Existing and Proposed
  - Removals
  - Roadway plan and profile drawings at 1"=20' horizontal and 1"=4' vertical scale.
  - Sidewalk and curb ramps
  - Pavement markings and signage
  - Retaining wall plan and profile drawings at 1"=20' horizontal and 1"=4' vertical scale.
  - Cross sections at fifty (50) foot increments

**EXHIBIT A**

- Traffic control and detour plans
- Construction details
- Summary of quantities
- Specifications and special provisions

**5.1.2 Opinion of Probable Cost (OPCC):**

Based on the OPCC prepared by the ENGINEER, the corridor improvements maybe reduced or bid alternatives added in order to fit within the CITY's budget. The ENGINEER 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 are based on the information known at the time the costs were prepared and represent only the ENGINEER's judgment as a design professional familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

- 5.1.3 The ENGINEER will conduct a Preliminary Design (30%) review meeting to review and respond to all comments received from the CITY.

**Task 5.2 Final Design (90%)**

- 5.2.1 The ENGINEER will respond to and address one (1) round of comments provided by the CITY and prepare a 22"x34" Final (90%) Plan Set consisting of the elements in Task 5.1.

- 5.2.2 OPCC

- 5.2.3 The ENGINEER will conduct and document a Final Design (90%) review meeting for each project area to review and respond to all comments received from the project team.

**Task 5.3 Final Sealed (100%) Submittal**

- 5.3.1 The ENGINEER will respond to and address one (1) round of comments provided by the CITY and prepare a Final Sealed (100%) Plan Set consisting of the elements in Task 5.3.

- 5.3.2 OPCC

**Deliverables:**

- Digital 22"x34" PDF Plan Set for Preliminary (60%), Final (90%), and Final Sealed (100%) Roadway Design.
  - Up to three (3) 22"x34" hard copies may be submitted at the CITY's request.
- Meeting notes Preliminary (60%) and Final (90%) Roadway Design review meetings.

**Task 6 Utility Design**

The ENGINEER will prepare construction plans, specifications, and estimates for the construction of water and sanitary sewer line segments identified, including the water line extension along Country Club Road, per CITY standards.

**EXHIBIT A****Task 6.1 Water Design**

- 6.1.1 The ENGINEER will prepare the following items for the construction plan set:
- Horizontal layouts for water line relocations and necessary appurtenances.
  - Vertical profiles for water line relocations and necessary appurtenances providing the required clearance from all known conflicts.
  - Water line details, including connection details.
  - Sequencing notes for shutdown and connection sequencing plans.
  - Abandonment layouts as needed.
  - Temporary and permanent easements as needed.
  - Design tunnels/bores including casing/tunnel liner plate minimum thickness and inside diameter, shafts, allowable methods, control of ground water, and appropriate tolerances with the chosen method.

**Task 6.2 Sanitary Sewer Design**

- 6.2.1 The ENGINEER will prepare the following items for the construction plan set:
- Horizontal layouts for sanitary sewer line relocations and necessary appurtenances.
  - Vertical profiles for sanitary sewer line relocations and necessary appurtenances providing the required clearance from all known conflicts.
  - Sanitary sewer line details.
  - Sequencing notes for shutdown and connection sequencing plans.
  - Abandonment layouts as needed.
  - Temporary and permanent easements as needed.
  - Design tunnels/bores including casing/tunnel liner plate minimum thickness and inside diameter, shafts, allowable methods, control of ground water, and appropriate tolerances with the chosen method.

**Task 6.3 Preliminary Design (60%)**

- 6.3.1 The ENGINEER will prepare a 22"x34" Preliminary (60%) Plan Set consisting of the following elements:
- Abandonment layout
  - Waterline plan and profile drawings at 1"=40' horizontal and 1"=4' vertical scale
  - Sanitary sewer line plan and profile drawings at 1"=40' horizontal and 1"=4' vertical scale
  - Plan view of the base map shall have all above ground features shown and clearly labeled along with existing utilities based on field ties and record information.
  - Plan view shall include design notes for stationing, size, slope, pipe material, embedment, length, and construction method.
  - Profile view shall include design notes for stationing, size, slope, flow-line of pipe, pipe material, embedment, length and construction method.
  - Standard construction details
  - Preliminary water line details, including connection details
  - Summary of quantities
  - Specifications and special provisions

- 6.3.2 OPCC

**EXHIBIT A**

**Task 6.4 Final Design (90%)**

- 6.4.1 The ENGINEER will respond to, and address one (1) round of comments provided by the CITY and prepare a Final Design (90%) Plan Set consisting of the elements in Task 6.3 as well as the following elements:
  - Surface repair sheets and details as needed.
- 6.4.2 OPCC

**Task 6.5 Final Sealed (100%) Submittal**

- 6.5.1 The ENGINEER will respond to and address one (1) round of comments provided by the CITY and prepare a Final Sealed Design (100%) Plan Set consisting of the elements in Task 6.4.
- 6.5.2 OPCC

**Deliverables:**

- Digital 22"x34" PDF Plan Set for Preliminary (60%), Final (90%), and Final Sealed (100%) Utility Design.
  - Up to three (3) 22"x34" hard copies may be submitted at the CITY's request.

**Task 7 Storm Drain Design**

**Task 7.1 Preliminary Design (60%)**

- 7.1.1 The ENGINEER will prepare the following items for the construction plan set:
  - Existing and Proposed Drainage Area Maps
  - Horizontal layout for internal systems, roadside ditches, and culvert crossings
  - Vertical profiles for internal systems, roadside ditches, and culvert crossings
  - Hydraulic calculations for internal systems, roadside ditches, and culvert crossings
  - Headwall construction details
  - Standard construction details
  - Preliminary storm drain details
  - Summary of quantities
  - Specifications and special provisions

**Task 7.2 Final Design (90%)**

- 7.2.1 The ENGINEER will respond to and address one (1) round of comments provided by the CITY and prepare a Final Design (90%) Plan Set consisting of the elements in Task 7.1.
- 7.2.2 OPCC

**Task 7.3 Final Sealed (100%) Submittal**

- 7.3.1 The ENGINEER will respond to and address one (1) round of comments provided by the CITY and prepare a Final Sealed Design (100%) Plan Set consisting of the elements in Task 7.2.
- 7.3.2 OPCC

**EXHIBIT A****Task 7.4 Flood Study**

- 7.4.1 The ENGINEER will revise the hydrology for Ryan Road culvert crossings prepared as part of the conceptual design. The revisions will be to reflect the final design of the major culvert crossings. The study will include existing, proposed, and fully developed watershed conditions as required by the CITY. Hydrologic parameters will be developed in accordance with CITY criteria.
- 7.4.2 The ENGINEER will revise the hydraulics models to determine the impacts of the proposed culvert crossings. In total there are six (6) culvert crossings, two (2) of which being crossings within FEMA effective floodplains. The ENGINEER will perform iterations to the models and grading plan to mitigate adverse increases in 100-year water surface elevations.
- 7.4.3 The Flood study will be prepared to meet FEMA standards and requirements and CITY requirements. The Flood Study will consist of the following:
- Narrative
  - Drainage Area Maps
  - Peak Flow Comparison Tables
  - HEC-HMS Output
  - Pre/Post-Project Floodplain Maps
  - Water Surface Elevation Comparison Tables
  - HEC-RAS Output
  - Cross-Culvert Plan and Profile Sheets
  - Storm Pipe and Headwall Details
  - FEMA Effective Flows
  - FIS Profile
  - FEMA FIRM
  - Annotated FEMA FIRM
  - Affected Property Owners
  - Digital Files
- 7.4.4 After completion of the culvert crossings within the FEMA effective floodplains, topographic survey will be performed by the Contractor and returned to the CITY. This survey will be used for the purposes of preparing the Letter of Map Revision (LOMR) to submit to FEMA. The ENGINEER will revise the flood study based upon as-built data and submit to FEMA for approval. Permitting Fee for the LOMR requests will be paid for by the CITY. Additional items to be included as part of LOMR Submittal:
- Signed and Sealed Topographic Survey (Provided by Contractor)
  - FEMA Forms
  - As-Built Plans
  - Check RAS

**Deliverables:**

- Digital 22"x34" PDF Plan Set for Preliminary (60%), Final (90%), and Final Sealed (100%) Roadway Design.
  - Up to three (3) 22"x34" hard copies may be submitted at the CITY's request.
- HEC-HMS and HEC-RAS output files.
- LOMR submitted to FEMA.

**EXHIBIT A****Task 8 Illumination Design****Task 8.1 Illumination Design**

The ENGINEER will prepare construction plans, specifications, and estimates for illumination design for Ryan Road and the proposed shared use path per CITY standards.

- 7.1.2 The ENGINEER will gather available as-built information from the CITY including existing lighting infrastructure. As-built information received from the CITY will be visually verified in the field.
- 7.1.3 The ENGINEER will meet on-site with CITY street lighting staff to determine street light circuit configurations. The ENGINEER will also meet on-site with DME to determine service feed options for the proposed street lighting.
- 7.1.4 The ENGINEER will prepare the illumination plans in accordance with CITY guidelines. The following design elements will be included with Task 5 Preliminary (60%), Final (90%), and Final Sealed (100%) deliverables:
  - Existing Conditions and Removals
  - Proposed Illumination Layout
  - Wiring Charts
  - Summary Sheets
  - Electrical Service Panel Schedules

**Deliverables:**

- Digital 22"x34" PDF Plans for Illumination Design with Preliminary (60%), Final (90%), and Final Sealed (100%) deliverables.

**Task 9 Bidding and Construction Services****Task 9.1 Bidding Support**

The ENGINEER will provide the following support for bidding of Ryan Road:

- Pre-Bid Meeting – The ENGINEER will attend one (1) pre-bid meeting.
- Requests for Information - The ENGINEER will respond to reasonable and appropriate Contractor requests for information during bidding in the form of an addenda. Requests for information will be received and responded to until an agreed upon date prior to the established bid opening date. The addenda will be issued to all registered plan holders.
- Bid Opening – The ENGINEER will attend one (1) bid opening meeting.
- Addenda – The ENGINEER will incorporate all addenda into the contract documents and issue conformed sets.

**Regular Construction Meetings**

The ENGINEER will attend monthly construction meetings with the project team.

**EXHIBIT A****Task 9.2 Site Visits**

- 9.2.1 The ENGINEER will conduct one (1) site visit for the entire project limits each month during construction and perform construction observation.
- 9.2.2 The ENGINEER shall not, during such visits or as a result of such observations of the Contractor's work in progress, supervise, direct, or have control of the Contractor's work, nor shall the ENGINEER have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by the Contractor, for safety precautions and programs incident to the Contractor's work, nor for any failure of the Contractor to comply with laws and regulations applicable to the Contractor's furnishing and performing the work. Accordingly, the ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for any of the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

**Task 9.3 Recommendations with Respect to Defective Work**

Provide recommendations to the CITY that Contractor's work be disapproved and rejected while it is in progress if, on the basis of site visit evaluations, the ENGINEER believes such work will not produce a completed Project that conforms generally to the 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 the Contractor's work without a recommendation from the ENGINEER.

**Task 9.4 Clarifications and Interpretations**

Issue necessary clarifications and interpretations of the Contract Documents to the CITY as appropriate to the orderly completion of the 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 the CITY.

**Task 9.5 Change Orders**

- 9.5.1 Recommend change orders to the CITY, as appropriate.
- 9.5.2 Review and make recommendations related to Change Orders submitted or proposed by the Contractor.

**Task 9.6 Shop Drawings and Samples**

Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which the 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 one hundred (100) shop drawings.



**EXHIBIT A****Task 9.7 Substitutes and “or-equal”**

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

**Task 9.8 Inspections and Tests**

Review certificates of inspections and tests within the 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. The 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.

**Task 9.9 Disagreements between City and Contractor**

As necessary, the ENGINEER will, with reasonable promptness, render initial written decision on all claims of the CITY and Contractor relating to the acceptability of the 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, the ENGINEER will be fair and not show partiality to the 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.

**Task 9.10 Final Walkthrough and Punchlist Preparation**

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

**Assumptions:**

- It is assumed the construction phase will be for twenty-four (24) months. Additional Construction Phase Services will be considered Additional Services.

**Task 10 Record Drawings****Task 10.1 Record Drawings**

- 10.1.1 Obtain and review comments and field changes on the construction plans from the CITY and contractor.
- 10.1.2 Prepare record drawings based on comments and field changes. The ENGINEER will not be providing resident engineering services and will not be observing on a full-time

**EXHIBIT A**

basis and will therefore not seal the record drawings. The record drawings will be provided as digital 22"x34" PDF.

**Compensation**

The additional services described above will be accommodated by increasing the contract amount by \$1,238,265.15. The CITY shall compensate the ENGINEER as follows:

**Lump Sum**

The ENGINEER will perform the services in Tasks 2 and 5-7 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the CITY.

<b>Task</b>	<b>Original Contract</b>	<b>Remaining</b>	<b>Amendment No. 1</b>	<b>Revised Contract</b>	<b>Revised Remaining</b>
Task 2 – Data Collection					
2.1 – Base Mapping	\$18,800.00	\$17,482.03	\$3,417.97	\$22,217.97	\$20,900.00
2.2 – Topographic Survey	\$78,600.00	\$6,300.46	\$(3,500.46)	\$75,099.54	\$2,800.00
2.4.1 – SUE (Level B)	\$97,900.00	-	\$62,300.00	\$160,200.00	\$62,300.00
Task 5 – Roadway Design	-	-	\$274,900.00	\$274,900.00	\$274,900.00
Task 6 – Utility Design	-	-	\$207,100.00	\$207,100.00	\$207,100.00
Task 7 – Drainage Design	-	-	\$278,000.00	\$278,000.00	\$278,000.00
<b>Totals:</b>	<b>\$195,300.00</b>	<b>\$23,782.49</b>	<b>\$822,217.51</b>	<b>\$1,017,517.51</b>	<b>\$846,000.00</b>

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Individual task amounts are provided for budgeting purposes only. The ENGINEER reserves the right to reallocate amounts among tasks as necessary.

**Hourly Not to Exceed**

The ENGINEER will perform the services in Tasks 1-4, and 8-11 on a labor fee plus expense basis with the maximum labor fee shown below.

The ENGINEER will not exceed the total maximum labor fee shown without authorization from the CITY. Individual task amounts are provided for budgeting purposes only. The ENGINEER reserves the right to reallocate amounts among tasks as necessary. Labor fee will be billed on an hourly basis according to our then-current rates.

## EXHIBIT A

Task	Original Contract	Remaining	Amendment No. 1	Revised Contract	Revised Remaining
Task 1 – Project Management	\$10,400.00	\$2,392.51	\$62,307.49	\$72,707.49	\$64,700.00
Task 2 – Data Collection					
2.3 – Geotechnical Analysis	\$28,600.00	\$6,462.50	\$27,637.50	\$56,237.50	\$34,100.00
2.4.2 – SUE (Level A)	-	-	\$41,800.00	\$41,800.00	\$41,800.00
Task 3 – Conceptual Design (30% Submittal)	\$197,100.00	\$50,997.35	\$(50,997.35)	\$146,102.65	-
Task 4 – Right-of-Way Documentation	\$27,500.00	\$27,500.00	\$170,500.00	\$198,000.00	\$198,000.00
Task 8 – Illumination Design	-	-	\$60,500.00	\$60,500.00	\$60,500.00
Task 9 – Construction Phase Services	-	-	\$89,900.00	\$89,900.00	\$89,900.00
Task 10 – Record Drawings	-	-	\$14,400.00	\$14,400.00	\$14,400.00
Task 11 – Reimbursable Expenses	\$2,200.00	\$1,998.78	-	\$2,200.00	\$1,998.78
<b>Totals:</b>	<b>\$265,800.00</b>	<b>\$89,351.14</b>	<b>\$416,047.64</b>	<b>\$681,847.64</b>	<b>\$505,398.78</b>

As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.10 times cost. A percentage of labor fee will be added to each invoice 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.

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

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

BY:  
CITY OF DENTON, TEXAS

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

BY:  
ENGINEER  
Kimley-Horn and Associates, Inc

\_\_\_\_\_  
*Scott Arnold*

21977EC20AF744A...

Title: Scott Arnold, Vice President

Date: \_\_\_\_\_

**Certificate Of Completion**

Envelope Id: C73C553B4DDF41BE974CD697F3C921D3  
 Subject: Please DocuSign: City Council Contract 6590-097  
 Source Envelope:  
 Document Pages: 17  
 Certificate Pages: 6  
 AutoNav: Enabled  
 Enveloped Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent  
 Envelope Originator:  
 Erica Garcia  
 901B Texas Street  
 Denton, TX 76209  
 erica.garcia@cityofdenton.com  
 IP Address: 198.49.140.104

**Record Tracking**

Status: Original  
 6/6/2024 6:44:42 AM  
 Holder: Erica Garcia  
 erica.garcia@cityofdenton.com

Location: DocuSign

**Signer Events**

Erica Garcia  
 erica.garcia@cityofdenton.com  
 Senior Buyer  
 City of Denton  
 Security Level: Email, Account Authentication (None)

**Signature**


**Completed**  
 Using IP Address: 198.49.140.104

**Timestamp**

Sent: 6/6/2024 6:48:07 AM  
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 Signed: 6/6/2024 6:50:59 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

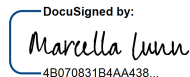
Lori Hewell  
 lori.hewell@cityofdenton.com  
 Purchasing Manager  
 City of Denton  
 Security Level: Email, Account Authentication (None)

  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 198.49.140.10

Sent: 6/6/2024 6:51:00 AM  
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 Signed: 6/6/2024 10:03:50 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Marcella Lunn  
 marcella.lunn@cityofdenton.com  
 Senior Deputy City Attorney  
 City of Denton  
 Security Level: Email, Account Authentication (None)

  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 198.49.140.10

Sent: 6/6/2024 10:03:52 AM  
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 Signed: 6/6/2024 1:08:30 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Scott Arnold  
 Scott.arnold@kimley-horn.com  
 Scott R. Arnold  
 Security Level: Email, Account Authentication (None)

  
 Signature Adoption: Uploaded Signature Image  
 Using IP Address: 130.41.212.55

Sent: 6/6/2024 1:08:34 PM  
 Viewed: 6/6/2024 1:14:51 PM  
 Signed: 6/6/2024 1:15:19 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 6/6/2024 1:14:51 PM  
 ID: 7ce5023c-f82e-4f84-847c-d6e07fba254f

Signer Events	Signature	Timestamp
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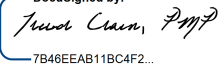
Scott Arnold  
 Scott.arnold@kimley-horn.com  
 Scott R. Arnold  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 21977EC20AF744A...  
 Signature Adoption: Uploaded Signature Image  
 Using IP Address: 130.41.212.55

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 Signed: 6/7/2024 9:58:50 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 6/7/2024 9:58:43 AM  
 ID: e642d710-dbd5-406a-a3d4-bf8a15e750d7

Trevor Crain, PMP  
 Trevor.Crain@cityofdenton.com  
 Director of Capital Projects  
 City of Denton  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 7B46EEAB11BC4F2...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 198.49.140.10

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**Electronic Record and Signature Disclosure:**  
 Accepted: 6/6/2024 1:39:32 PM  
 ID: 63c2d14a-f198-4cba-b9a0-7677f5c051f7

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

Sent: 6/7/2024 9:58:54 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Sara Hensley  
 sara.hensley@cityofdenton.com  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Lauren Thoden  
 lauren.thoden@cityofdenton.com  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
<p>Cheyenne Defee  cheyenne.defee@cityofdenton.com  Procurement Administration Supervisor  City of Denton  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue;">COPIED</div>	Sent: 6/6/2024 6:51:01 AM
<p>Gretna Jones  gretna.jones@cityofdenton.com  Legal Secretary  City of Denton  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue;">COPIED</div>	Sent: 6/7/2024 9:58:53 AM Viewed: 6/13/2024 2:46:58 PM
<p>City Secretary Office  citysecretary@cityofdenton.com  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>		
<p>Dustin Draper  dustin.draper@cityofdenton.com  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Accepted: 6/7/2024 1:23:55 PM  ID: 135454af-a37f-4459-b46d-8425184d7d63</p>		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Updated	Security Checked	6/7/2024 8:36:49 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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### **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.

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**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](mailto: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](mailto: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.

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**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](mailto:purchasing@cityofdenton.com) and in the body of such request you must state your e-mail, full name, IS 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"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* 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.



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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.

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- 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.