

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 JUNE 6, 2023, IN THE NOT-TO-EXCEED AMOUNT OF \$14,952,000.00; SAID FIRST AMENDMENT TO PROVIDE ADDITIONAL ENGINEERING DESIGN AND CONSTRUCTION PHASE SERVICES FOR THE PECAN CREEK WATER RECLAMATION PLANT (PCWRP) EXPANSION PROJECT FOR THE WASTEWATER DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7574-027 – PROVIDING FOR AN ADDITIONAL FIRST AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED \$18,840,500.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$33,792,500.00).

WHEREAS, on June 6, 2023, City Council awarded a contract to Kimley-Horn and Associates Inc. in the amount of \$14,952,000.00, to provide regulatory permitting/approval support, process evaluation, design services, bidding assistance, and construction phase services for the Pecan Creek Water Reclamation Plant (PCWRP) Expansion to 26MGD Project for the Wastewater 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 Eighteen Million Eight Hundred Forty Thousand Five Hundred and 0/100 (\$18,840,500.00) 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 \$33,792,500.00.

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

	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
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.

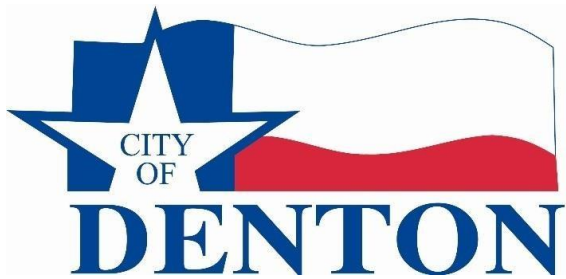
\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

ATTEST:  
LAUREN THODEN, CITY SECRETARY

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

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn



Docusign City Council Transmittal Coversheet

PSA	7574-027
File Name	PCWRP Expansion 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 7574-027**

THE STATE OF TEXAS                   §

COUNTY OF DENTON                   §

THIS FIRST AMENDMENT TO CONTRACT 7574-027 (“Amendment”) by and between the City of Denton, Texas (“City”) and Kimley-Horn and Associates, Inc. (“Engineer”); to that certain contract executed on June 6, 2023, in the original not-to-exceed amount of \$14,952,000 (the “Agreement”); for services related to PCWRP Expansion to 26MGD.

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 \$18,840,500 with this Amendment for an aggregate not-to-exceed amount of \$33,792,500; 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 Attachment “A” of this Amendment, attached hereto and incorporated herein for all purposes, for professional services related to the design of intersection improvements for the Small Transportation 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 Attachment “A” a total fee, including reimbursement for non-labor expenses an amount not to exceed \$18,840,500.
2. This Amendment modifies the Agreement amount to provide an additional \$18,840,500 for the additional services with a revised aggregate not to exceed total of \$33,792,500.

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”

CITY OF DENTON, TEXAS  
A Texas Municipal Corporation

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

AUTHORIZED SIGNOR, TITLE

ATTEST:  
LAUREN THODEN, CITY SECRETARY

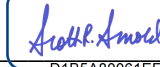
By: \_\_\_\_\_

“Engineer”

Kimley-Horn and Associates, Inc.

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

DocuSigned by:

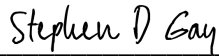


Vice President

AUTHORIZED SIGNOR, TITLE

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

Signed by:



Stephen D Gay

SIGNATURE

PRINTED NAME

General Manager

TITLE

Water Utilities and Street Operations

DEPARTMENT

APPROVED AS TO FORM:  
MACK REINWAND, CITY ATTORNEY

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

DocuSigned by:



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

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**ATTACHMENT "A"****AMENDMENT NO.1 TO PROFESSIONAL SERVICES AGREEMENT  
ADDITIONAL SERVICES**

Professional Services Agreement:

**PECAN CREEK WATER RECLAMATION PLANT  
EXPANSION TO 30 MGD INCLUDING SOLIDS HANDLING AND  
DISINFECTION SYSTEM IMPROVEMENTS****Project Understanding**

The Pecan Creek Water Reclamation Plant (PCWRP) Expansion to 30 MGD is currently under design with a construction manager at risk (CM@R) selected. The CITY has requested the ENGINEER provide additional design and construction phase services for the PCWRP for the following additions.

The CITY desires to include the design and construction phase services to expand to 30 MGD utilizing membrane bioreactor (MBR) technology. This will add 25 MGD MBR treatment units and allow the City to abandon the existing 21 MGD conventional activated sludge treatment trains that are near the end of their remaining useful life as described in the Pecan Creek Water Reclamation Plant Condition Assessment Report dated March 2024.

The new 25 MGD MBR treatment trains, when added to the 5 MGD MBR treatment train included in the original contract will allow 30 MGD of wastewater to be treated with MBR technology.

This project will also include operations buildings for the plant staff to operate and maintain the new facility.

The ENGINEER understands this portion of the project will be delivered under the same Construction Manager at Risk (CM@R) contract with Sundt Construction.

ENGINEER will provide professional services for the following tasks:

- Task 1a – Design Management
- Task 2a – Preliminary Design
- Task 4a – Final Design
- Task 5a – Construction Contract Documents
- Task 7a – Construction Phase Services
- Task 8a – Record Drawings
- Task 9a – Wastewater Discharge Permit Amendment
- Task 10a – Environmental Assessment Services
- Task 11a – Sludge Pump Station Replacements

## Task 1a – DESIGN MANAGEMENT

### A. Project Management

1. Develop project communication plan.
  - a. Develop project contact list.
  - b. Prepare and e-mail progress reports to the project team once a month to be included with invoices. 24 months are assumed.
  - c. Prepare project schedule and provide schedule updates if the schedule changes.
2. Meetings
  - a. Prepare for and attend one (1) project kickoff meeting to determine design criteria, project schedule, discuss project responsibilities.
  - b. Prepare for and attend up to forty-eight (48) project status meetings with the CITY.
  - c. Prepare meeting notes and distribute to the CITY.
3. CM@R Program Documentation
  4. The ENGINEER will assist the CITY with CM@R program documentation.
  5. Assumptions:
    - a. It is assumed Project Management will be required for twenty-four months.
    - b. Additional Project Management will be considered Additional Services.
  6. Deliverables:
    - a. Monthly invoices and status reports
    - b. Meeting agendas and meeting notes
    - c. CM@R lesson learned

## Task 2a – PRELIMINARY DESIGN

### A. Prepare Preliminary Engineering Report (PER)

The ENGINEER shall prepare a Preliminary Engineering Report for the 30 MGD MBR, non-potable water system, chemical feed system, Operations and Scada Control Building, Maintenance Workshop, Storage Building and Electrical Workshop. The ENGINEER shall perform the following tasks:

1. Update design and size of MBR treatment units. Calculations, analyses, graphs, formulas, constants, and technical assumptions will be provided to support the design and sizing of each unit.
2. Update the process flow diagram for the treatment facility for the 30 MGD MBR facility.

3. Design and size chemical feed equipment. Calculations, analyses, graphs, formulas, constants, and technical assumptions will be provided to support the design and sizing of each unit.
4. Design and size a new non-potable water system for the PCWRP. Calculations, analyses, graphs, formulas, constants, and technical assumptions will be provided to support the design and sizing of each unit.
5. Update hydraulic model to determine the elevations of the treatment units and determine the sizing of interconnected piping.
6. Prepare for and attend one space programming meeting with the CITY. Based on feedback from the CITY, ENGINEER will prepare concept design layouts
7. Prepare the Preliminary Engineering Report Document including:
  - a. Types of units proposed and their capacities
  - b. Detention times, surface loadings and weir loadings for each unit
  - c. Plot of the hydraulic gradient at peak flow conditions
  - d. The recommended operation mode
  - e. Organic and volumetric loadings pertinent to each treatment unit
  - f. Preliminary site plan
  - g. Site access and security
  - h. Flood protection
  - i. Emergency power
  - j. Size and character of the building
  - k. Architectural systems
  - l. Architectural materials

**Meetings:**

- a. Prepare for and conduct one (1) Preliminary Engineering Report review meeting

**Deliverables:**

- a. Deliver an electronic (.pdf) file of the Preliminary Engineering Report

**Services/Deliverables provided by the CITY and CM@R:**

- a. Participate in the Preliminary Engineering Report review meeting
- b. Review and provide comments on the Final Engineering Report



## **B. Preliminary Design for 30 MGD MBR**

1. The Consultant will incorporate the 5 MGD MBR design and perform preliminary civil, mechanical, structural, electrical, and architectural design for the following:
  - a. Yard piping
  - b. Paving
  - c. MBR treatment units
  - d. Aeration basin treatment units
  - e. Permeate pumping system
  - f. Non-potable water system
  - g. Chemical feed system
  - h. Electrical building

It is assumed there will be no submittal packages for the preliminary design phase. Deliverables will be developed during the Final Design Task for the 30 MGD MBR. The ENGINEER will collaborate with the CM@R to answer questions about the preliminary design.

### **Meetings:**

- a. Prepare for and conduct one (1) preliminary design meeting

### **Deliverables:**

- a. None

### **Services/Deliverables provided by the CITY:**

- a. Participate in preliminary design meeting

## **C. Preliminary Design for Operations Buildings**

1. Prepare engineering plan sheets and technical specifications in accordance with the preliminary engineering report for the Operations and SCADA Control Building, Maintenance Workshop, Electrical Workshop and Storage Building. It is assumed there will be no more than one (1) submittal packages for the 30% design phase. The ENGINEER will collaborate with the CM@R on project phasing to determine a submittal plan that adheres to the overall project schedule set in Task 1.
2. The 30 % plans will include:
  - a. Civil sheets:
    - i. General notes
    - ii. Overall Site Plan
    - iii. Parking and Paving plan

- b. Architectural sheets:
  - i. General notes
  - ii. Site plans
  - iii. Floor plans
- c. Structural sheets:
  - i. General notes
  - ii. Site plans
  - iii. Foundation plans
- d. Electrical sheets:
  - i. Site plan
  - ii. One-line diagrams
  - iii. SCADA/instrumentation layout

**Meetings:**

- a. Prepare for and conduct one (1) Preliminary Design review meeting

**Deliverables:**

- a. Deliver an electronic (.pdf) file of the plans

**Services/Deliverables provided by the CITY and CM@R:**

- a. Review and comment on the 30% plans
- b. Participate in 30% design review meeting

**Task 4a – FINAL DESIGN**

**A. 60% Design for 30 MGD MBR**

1. Prepare 60% engineering plan sheets and specifications in accordance with the 30% design review and incorporate the 5 MGD MBR plans.
2. The plans will include:
  - a. Civil sheets:
    - i. General notes
    - ii. Overall site plan
    - iii. Yard piping plan and profiles
    - iv. Paving plan and profile
    - v. Grading plan
    - vi. Details

b. Mechanical sheets:

- i. General notes
- ii. Membrane treatment equipment layouts and sections
- iii. Aeration equipment layouts and sections
- iv. Permeate pumping equipment layouts and sections
- v. Non-potable water system pump layouts and sections
- vi. Chemical storage and feed equipment layouts and sections

c. Structural sheets:

- i. General notes
- ii. Site plans
- iii. Foundation plans
- iv. Excavation plan
- v. Sections

d. Electrical sheets:

- i. Site plan
- ii. Electrical plan
- iii. Grounding plan
- iv. One-line diagrams
- v. Conduit and wiring plan
- vi. Lighting plan
- vii. SCADA/instrumentation layout

3. Prepare specifications that include CITY Standard and non-standard technical specifications for materials and installation of the proposed facilities.
4. Provide review of the CM@R's deliverable.
5. Conduct a 60% review meeting and respond to comments received from the project team.
6. Attend one (1) meeting with CM@R to obtain input on constructability and value engineering items to consider for the next project phase submittal.
7. Prepare preliminary summary of quantities.

**Meetings:**

- a. Prepare for and conduct a 60% design review workshop

**Deliverables:**

- a. Deliver an electronic (.pdf) file of the plans, specifications, and a preliminary summary of quantities

**Services/Deliverables provided by the CITY:**

- a. Review and comment on the 60% plans and specifications
- b. Participate in the 60% design review workshop

**B. 60% Design for Operations Buildings**

1. Prepare 60% engineering plan sheets and specifications in accordance with the 30% design review.
2. The plans will include:
  - a. Civil sheets:
    - i. General notes
    - ii. Overall site plan
    - iii. Paving plan and profile
    - iv. Grading plan
    - v. Details
  - b. Architectural sheets:
    - i. General notes
    - ii. Site plans
    - iii. Floor plans
    - iv. Roof plans
    - v. HVAC plan
    - vi. Plumbing plan
  - c. Structural sheets:
    - i. General notes
    - ii. Site plans
    - iii. Foundation plans
    - iv. Excavation plan
    - v. Sections
  - d. Electrical sheets:
    - i. Site plan
    - ii. Electrical plan
    - iii. Grounding plan
    - iv. One-line diagrams
    - v. Conduit and wiring plan
    - vi. Lighting plan

vii. SCADA/instrumentation layout

3. Specifications shall include CITY Standard and non-standard technical specifications for materials and installation of the proposed facilities.
4. Provide review of the CM@R's conceptual deliverable.

**Meetings:**

- a. Prepare for and conduct a 60% design review workshop
- b. Attend one (1) meeting with CM@R to obtain input on constructability and value engineering items to consider for the next project phase submittal.

**Deliverables:**

- a. Deliver an electronic (.pdf) file of the plans, specifications, and construction documents

**Services/Deliverables provided by the CITY:**

- a. Review and comment on the 60% plans, and specifications
- b. Participate in the 60% design review workshop

**C. 90% Design for 30 MGD MBR**

1. Prepare 90% engineering plan sheets and specifications in accordance with the 60% design review.
2. The plans will include:
  - a. Civil sheets:
    - i. General notes
    - ii. Overall site plan
    - iii. Yard piping plan and profiles
    - iv. Paving plan and profile
    - v. Grading plan
    - vi. Details
  - b. Mechanical sheets:
    - i. General notes
    - ii. Membrane treatment equipment layouts, sections, and details
    - iii. Aeration equipment layouts, sections, and details
    - iv. Permeate pumping equipment layouts, sections, and details
    - v. Non-potable water system equipment layouts, sections, and details

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- vi. Chemical feed equipment layouts, sections, and details
  - c. Structural sheets:
    - i. General notes
    - ii. Site plans
    - iii. Foundation plans
    - iv. Excavation plan
    - v. Sections
    - vi. Details
  - d. Electrical sheets:
    - i. Site plan
    - ii. Electrical plans
    - iii. Grounding plans
    - iv. One-line diagrams
    - v. Conduit and wiring plans
    - vi. Lighting plans and details
    - vii. SCADA/instrumentation layout
    - viii. Details
  - 3. Prepare specifications that include CITY Standard and non-standard technical specifications for materials and installation of the proposed facilities.
  - 4. Provide review of the CM@R's deliverable.
  - 5. Conduct a 90% review meeting and respond to comments received from the project team.
  - 6. Attend one (1) meeting with CM@R to obtain input on constructability and value engineering items to consider for the next project phase submittal.
  - 7. Prepare final summary of quantities

**Meetings:**

- a. Prepare for and conduct a 90% design review workshop

**Deliverables:**

- a. Deliver an electronic (.pdf) file of the plans, specifications, construction documents, and final summary of quantities

**Services/Deliverables provided by the CITY:**

- a. Review and comment on the 90% plans and specifications
- b. Participate in the 90% design review workshop

**D. 90% Design for Operations Buildings**

1. Prepare 90% engineering plan sheets and specifications in accordance with the 60% design review.
2. The plans will include:
  - a. Civil sheets:
    - i. General notes
    - ii. Overall site plan
    - iii. Yard piping plan and profiles
    - iv. Paving plan and profile
    - v. Grading plan
    - vi. Details
  - b. Architectural sheets:
    - i. General notes
    - ii. Site plans
    - iii. Floor plans
    - iv. Elevations
    - v. Sections
    - vi. Roof plans
    - vii. HVAC plan
    - viii. Plumbing plan
    - ix. Details
  - c. Structural sheets:
    - i. General notes
    - ii. Site plans
    - iii. Foundation plans
    - iv. Excavation plan
    - v. Sections
    - vi. Details
  - d. Electrical sheets:
    - i. Site plan
    - ii. Electrical plans
    - iii. Grounding plans
    - iv. One-line diagrams
    - v. Conduit and wiring plans

- vi. Lighting plans and details
- vii. SCADA/instrumentation layout
- viii. Details

- 3. Specifications shall include CITY Standard and non-standard technical specifications for materials and installation of the proposed facilities.
- 4. Provide review of the CM@R's deliverable.

**Meetings:**

- a. Prepare for and conduct a 90% design review workshop
- b. Attend one (1) meeting with CM@R to obtain input on constructability and value engineering items to consider for the next project phase submittal.

**Deliverables:**

- a. Deliver an electronic (.pdf) file of the plans, specifications, and construction documents

**Services/Deliverables provided by the CITY:**

- a. Review and comment on the 90% plans, and specifications
- b. Participate in the 90% design review workshop

**E. Final Engineering Report and Summary Transmittal Letter for 30 MGD MBR**

The ENGINEER shall prepare a Final Engineering Report based on the comments received on the Preliminary Engineering Report and design changes determined during Final Design. The ENGINEER will prepare and submit a Summary Transmittal Letter to the TCEQ. The Final Engineering Report will include:

- a. Types of units proposed and their capacities
- b. Detention times, surface loadings and weir loadings for each unit
- c. Plot of the hydraulic gradient at peak flow conditions
- d. The recommended operation mode
- e. Organic and volumetric loadings pertinent to each treatment unit
- f. Final site plan
- g. Site access and security
- h. Flood protection
- i. Emergency power
- j. Variance requests (if any)



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**Meetings:**

- a. N/A

**Deliverables:**

- a. Deliver an electronic (.pdf) file of the Final Engineering Report

**Services/Deliverables provided by the CITY:**

- a. Review and approve the report for submittal to TCEQ

**Task 5a – CONSTRUCTION CONTRACT DOCUMENTS**

**A. Bidding Construction Contract Documents**

- 1. Incorporate CITY and CM@R comments from final design submittals and prepare construction contract documents and bid packages including final summary of quantities.
- 2. Construction contract documents will consist of the final plans and project manual, both signed and sealed by a licensed professional engineer in the State of Texas and in accordance with comments provided by the CITY and CM@R during final design.
- 3. Review and comment on CM@R's Guaranteed Maximum Price (GMP).

**Meetings:**

- a. Prepare for and conduct a construction contract document review workshop

**Deliverables:**

- a. Construction Contract Documents Submittal
- b. Submit five (5) 22"x34" plans, construction documents, and electronic (.pdf) documents to the CITY and CM@R for bidding.
- c. Submittal shall include the following:
  - a. Bid drawings
  - b. Bid project manual

**Services/Deliverables provided by the CITY:**

- a. Review and approve the construction contract documents for bidding.

## **Task 7a – CONSTRUCTION PHASE SERVICES**

### **A. Construction Phase Services for 30 MGD MBR, Operations Buildings and Headworks Facility**

The construction phase services are anticipated to extend the current construction phase services contract by 48 months according to the construction schedule provided by the CM@R.

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. Prepare for and conduct up to forty-eight (48) construction progress meetings with the City and CM@R on site. Meetings will also be considered site visits.
  - b. Site Visits are not intended to be exhaustive or to extend to every aspect of CM@R'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 CM@R's work is generally proceeding in accordance with the Contract Documents, and ENGINEER will keep CITY informed of the general progress of the work.
3. Recommendations with Respect to Defective Work
  - a. Provide recommendations to City that CM@R'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 CM@R'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 CM@R'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 CM@R.

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 CM@R 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 thirty (130) shop drawings.

7. Substitutes and “or-equal”

- a. Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by CM@R 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 CM@R

- a. As necessary, ENGINEER will, with reasonable promptness, render initial written decision on all claims of City and CM@R relating to the acceptability of CM@R’s work or the interpretation of the requirements of the Contract Documents pertaining to the progress of the CM@R’s work. In rendering such decisions, ENGINEER will be fair and not show partiality to City or CM@R 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 CM@R, 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 CM@R and City to determine if the completed work of CM@R 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 CM@R, 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 CM@R.

- b. Compile punch list from information gathered during final walkthrough with City and CM@R.

11. Resident Project Representative. ENGINEER'S role as Resident Project Representative will include furnishing a Resident Project Representative ("RPR") to assist ENGINEER in observing progress and quality of the work.

- a. The duties and responsibilities of the RPR are limited to those of ENGINEER in the Agreement with the CITY and in the Contract Documents, and are further limited and described as follows:
  - i. General
    - a) RPR is the ENGINEER'S agent at the Site, will act as directed by and under the supervision of the ENGINEER, and will confer with the ENGINEER regarding RPR's actions
    - b) RPR's dealings in matters pertaining to a CM@R's work in progress shall in general be with the ENGINEER and CM@R, keeping CITY advised as necessary
    - c) RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CM@R
    - d) RPR shall generally communicate with CITY with the knowledge of and under the direction of the ENGINEER
  - ii. Schedules
    - a) Review the progress schedule, schedule of Shop Drawing and submittals, and any other schedules prepared by CM@R and consult with ENGINEER concerning acceptability
  - iii. Conferences and Meetings
    - a) Attend meetings with CM@R, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof
  - iv. Liaison
    - a) Serve as ENGINEER's liaison with CM@R, working principally through CM@R's superintendent, and assist in providing information regarding the intent of the Contract Documents
    - b) Assist ENGINEER in serving as CITY 's liaison with CM@R when CM@R's operations affect CITY 's on-site operations

- 
- c) Assist in obtaining from CITY additional details or information, when required for proper execution of the Work
  - v. Interpretation of Contract Documents
    - a) Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CM@R clarifications and interpretations as issued by ENGINEER
  - vi. Shop Drawings and Submittals
    - a) Maintain Shop Drawing and Submittal Record log
    - b) Advise ENGINEER and CM@R of the commencement of any portion of the Work requiring a Shop Drawing or submittal for which RPR believes that the submittal has not been approved by ENGINEER
  - vii. Modifications.
    - a) Consider and evaluate CM@R's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to ENGINEER. Transmit to CM@R in writing decisions as issued by ENGINEER
  - viii. Review of Work and Rejection of Defective Work
    - a) Conduct on-Site observations of CM@R's work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents
    - b) Report to ENGINEER whenever RPR believes that any part of CM@R's work in progress will not produce a completed project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Specific Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval
  - ix. Inspections, Tests, and System Start-ups
    - a) Consult with ENGINEER in advance of scheduled major inspections, tests, and systems start-ups of important phases of the Work

- b) Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate CITY 's personnel, and that CM@R maintains adequate records thereof
- c) Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems start-ups
- d) Accompany visiting inspectors representing public or other agencies having jurisdiction over a Specific Project, record the results of these inspections, and report to ENGINEER

x. Records

- a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and submittals received from and delivered to CM@R, and other Specific Project-related documents
- b) Prepare a daily report or keep a diary or logbook, recording CM@R's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER
- c) Record names, addresses, fax numbers, e-mail addresses, web site locations and telephone numbers of all CM@Rs, subcontractors, and major suppliers of materials and equipment
- d) Maintain records for use in preparing project documentation
- e) Upon completion of the Work, furnish original set of all RPR Specific Project documentation to ENGINEER

xi. Reports

- a) Furnish to ENGINEER periodic reports, as required, of progress of the Work and of CM@R's compliance with the progress schedule and schedule of Shop Drawing and submittals
- b) Draft and recommend to ENGINEER proposed Change Orders and Field Orders. Obtain backup material from CM@R

- 
- c) Furnish to ENGINEER and CITY copies of all inspection, test, and system startup reports
    - d) Immediately notify ENGINEER of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern
  - xii. Payment Request
    - a) Review Applications for Payment with CM@R for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the Work completed, and materials delivered at the Site but not incorporated in the Work
    - b) Certificates, Operation and Maintenance Manuals
    - c) During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by CM@R are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to CITY prior to payment for that part of the Work
  - xiii. Completion
    - a) Participate in a final inspection in the company of ENGINEER, CITY, and CM@R and prepare a final list of items to be completed and deficiencies to be remedied
    - b) Observe whether all items on the final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work
  - xiv. Resident Project Representative shall not:
    - a) Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items)
    - b) Exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents
    - c) Undertake any of the responsibilities of a CM@R, subcontractors, suppliers, or a CM@R's superintendent
    - d) Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of the CM@R's

work unless such advice or directions are specifically required by the Contract Documents

- e) Advise on, issue directions regarding, or assume control over safety practices, precautions and programs in connection with the activities or operations of CITY or CM@R
- f) Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER
- g) Accept Shop Drawings or submittals from anyone other than CM@R
- h) Authorize CITY to occupy a Specific Project in whole or in part
- i) Through such observations of CM@R's work in progress and field checks of materials and equipment by the RPR, ENGINEER shall endeavor to provide CITY a greater degree of confidence that the completed Work will conform in general to the Contract Documents. However, ENGINEER shall not, during such visits or as a result of such observations of CM@R's work in progress, supervise, direct, or have control over CM@R's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by CM@R, for safety precautions and programs incident to CM@R's work, nor for any failure of CM@R to comply with laws and regulations applicable to CM@R's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any CM@R nor assumes responsibility for any CM@R's failure to furnish and perform its work in accordance with the Contract Documents.

## **Task 8a – RECORD DRAWINGS**

### **A. Record Drawings**

1. Obtain and review comments and field changes on the construction plans from CITY and Contractor.
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 basis and will therefore not seal the record drawings. The record drawings will be provided in the following format:
  - a. .pdf electronic copy



## Task 9a – Wastewater Discharge Permit Amendment

### A. Preparation of Permit Application

1. Following approval by the CITY of the preliminary design, the ENGINEER shall prepare and submit a WWDP Major Amendment Application with the TCEQ. For the purposes of this scope, it is assumed that the application shall be prepared as a Texas Pollution Discharge Elimination System (TPDES) application for the discharge of the treated effluent into Pecan Creek approximately 1,000 linear feet downstream of the existing discharge location. The ENGINEER shall prepare the following tasks in support of a WWDP Major Amendment Application:
  - a. Prepare a TCEQ WWDP Major Amendment Application for the Project. For the purposes of this scope, it is assumed that the following application components will be required:
    1. Domestic Administrative Report 1.0;
    2. Domestic Administrative Report 1.1;
    3. Supplemental Permit Information Form (SPIF);
    4. Domestic Technical Report 1.0;
    5. Domestic Technical Report 1.1;
    6. Receiving Waters Worksheet 2.0;
    7. Stream Physical Characteristics Worksheet 2.1;
    8. Pollutant Analyses Requirements Worksheet 4.0;
    9. Toxicity Testing Requirements Worksheet 5.0;
    10. Industrial Waste Contribution Worksheet 6.0;
  - b. Prepare supporting documents required for the WWDP Major Amendment Application, including the following:
    1. Schematic site plan with buffer zone and floodplain requirements incorporated;
    2. Affected Landowner Map;
    3. Landowner Disc or Labels;
    4. Original USGS Map;
    5. Treatment Process Flow Diagram;
    6. Treatment Unit Dimensions Summary;
    7. Design Calculations;
    8. Solids Management Plan;
    9. Original Photographs;
    10. Public Involvement Plan

For the purposes of this scope, it is assumed that the floodplain determination will be made by existing Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps.

2. A Sewage Sludge Technical Report will be developed to document the quantities of sludge anticipated in the treatment process and the ultimate disposal of the sludge. If final treatment is to be by contract offsite, formal commitment and treatment capability will be obtained by the CITY from the received treatment provider and document to the TCEQ.

3. Visit the proposed WRF site to gather site data, such as photographs of the proposed WRF site and discharge route, as required for the proposed WWDP Application.
4. Following review of the Draft Permit Application packet by the CITY, incorporate any CITY comments and submit the Application packet to the TCEQ.

**B. TCEQ Permit Review Process Coordination**

1. Respond to comments from the TCEQ to assist in a TCEQ determination that the Application is administratively complete. When notified by the TCEQ, publish a Notice of Receipt of Application and Intent to Obtain a Water Quality Permit (NORI) in minimum one (1) local newspaper and submit documentation to the TCEQ clerk. Distribute copies of the WWDP Major Amendment Application in a public location determined by the CITY.
2. Respond to technical questions raised by the TCEQ in review of the WWDP Major Amendment Application. For the purposes of this scope, it is assumed that there will be no more than two (2) rounds of technical comments from the TCEQ.
3. Review TCEQ issued Draft Discharge Permit and offer corrections or suggestions for Permit conditions. Coordinate review and comment input from the CITY and system operators.
4. ENGINEER will prepare and submit publication for public notice requirements for the TCEQ Permit. ENGINEER will complete the Public Notice Verification Form required by the TCEQ and submit the Public Notice Verification Form, proof of publication, and publisher's affidavit to the TCEQ. ENGINEER will coordinate the posting of the permit application and preliminary decision in a public place determined by the CITY for viewing.
5. Once authorized by the TCEQ, ENGINEER will publish Notice of Application and Preliminary Decision in minimum one (1) local newspaper and monitor request for public hearings or inquiries from interested parties and respond to questions. For this scope, it is assumed that responses will be required from the ENGINEER for up to five (5) inquiries.

**Services/Deliverables provided by the CITY:**

- a. Participate in review of TCEQ issued Draft Discharge Permit.
- b. Provide public location for required documentation to be posted.

**Meetings:**

- a. Prepare for and attend (1) project kickoff meeting.
- b. Prepare for and attend (1) Technical Memorandum review meeting.
- c. Prepare for and attend (1) Draft Permit Major Amendment Application review meeting.

**Deliverables:**

- a. Draft Permit Major Amendment Application in electronic form.
- b. WWDP Major Amendment Application in electronic form.

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**Services/Deliverables provided by the CITY:**

- a. Participate in project kickoff meeting and Draft Permit Major Amendment Application review meetings.
- b. Background data required for the preparation of the WWDP Major Amendment Application, including but not limited to CITY contact information, CITY tax information, TCEQ enforcement information, and plant operator information.
- c. Attend proposed WRF site visit.

## **Task 10a – Environmental Assessment Services**

### **A. Early Coordination**

1. Kimley-Horn will prepare early coordination letters with appropriate attachments/exhibits to be distributed to cooperating agencies. The early coordination letters will describe the proposed projects and offer cooperating agencies an opportunity to comment on the proposed project activities. At this time, it is anticipated agencies to be consulted with include:
  - Texas Historical Commission
  - City and County (If applicable)
  - General Land Office
  - Texas Parks and Wildlife Department
  - Environmental Protection Agency
  - Federal Emergency Management Agency

If the CITY is aware of other potential cooperating agencies to be included in early coordination, please notify Kimley-Horn prior to execution of this agreement.

### **B. Impact Analysis**

1. An environmental analysis will be conducted for the proposed project. Kimley-Horn will compile and review readily available published documentation and data in order to perform and document a preliminary assessment of environmental and socioeconomic conditions associated with the project. Existing conditions and trends, proposed project parameters, potential beneficial and adverse environmental impacts, further compliance requirements, avoidance and minimization practices, and reasonable alternatives may be addressed. The level of detail needed to address each impact category (below) depends on the nature of the resource. Kimley-Horn will identify and describe the existing environment which may be affected if the proposed projects are implemented. This includes the natural, built, and socioeconomic environment. Data will be mapped, and background information will be gathered. Field reconnaissance will be conducted to augment existing data as necessary for various resources. Input from the CITY will be necessary to accurately analyze some of the applicable impact categories. Impact categories to be evaluated may include the following;

however, Kimley-Horn reserves the right to modify this list upon coordination with the reviewing agency.

- Airport Hazards
- Coastal Barrier Resources
- Air Quality
- Hazardous and Toxic Materials and Waste
- Endangered Species
- Explosive and Flammable Hazards
- Farmlands
- Floodplain Management
- Historic Preservation
- Noise and Vibration
- Sole Source Aquifers
- Wetlands Protection
- Human Health and Safety
- Wild and Scenic Rivers
- Environmental Justice
- Land Use
- Geology and Soils
- Safety
- Parks, Open Space, and Recreation
- Transportation and Accessibility
- Water Resources
- Vegetation
- Wildlife

2. Kimley-Horn will assess each of the applicable impact categories to evaluate if potential cumulative impacts would result from the proposed project. Cumulative impacts will be assessed by reviewing past, present, and reasonably foreseeable projects in the areas surrounding the proposed projects. It is assumed information regarding these other projects to consider will be provided to Kimley-Horn by the CITY.
3. Potential mitigation measures will be taken into consideration, in consultation with the CITY as necessary, but only on a preliminary, conceptual basis.
4. Initial assessment findings may identify a need for more detailed study. Such additional services, such as noise and air quality monitoring and/or modeling, presence-absence biological surveys and on-site archeological survey, are not included in the agreement. Public participation services, such as notices and

meetings, are also not included. Additionally, the cost of public notices in a newspaper are not included in this agreement as public notice costs vary and are unknown at this time. It is our understanding that public notice documentation/information will be provided by Kimley-Horn to the CITY and the CITY will perform the public notification.

### **C. Environmental Assessment (EA) Documentation**

1. This agreement assumes one EA document will be prepared for the project. It is assumed alternatives evaluations have been completed and a detailed alternatives analysis will not be required. It is assumed the CITY will provide information pertaining to alternatives evaluations to be included in the EA. Using the data collected and analyzed above, the EA will be completed. This will also include supporting text, figures, exhibits, graphics, and appendices to support impact category determinations for the proposed project. A draft EA will be provided to the CITY for review and comment. Upon receipt of comments from the CITY, a final EA will be prepared and an electronic copy will be provided to the CITY. This task also assumes responding to one round of comments from the reviewing agency.

## **Task 11a – Sludge Pump Station Replacements**

The services under this task will not be initiated until the ENGINEER has received authorization from the CITY.

### **A. Preliminary Engineering Report**

1. Design and size each pump station. Calculations, analyses, graphs, formulas, constants, and technical assumptions will be provided to support the design and sizing of each unit.
2. Develop a process flow diagram for each pump station facility.
3. Develop hydraulic model to determine pump selection and the sizing of interconnected piping for each pump station.
4. Prepare the Preliminary Engineering Report Document including:
  - a. Types of proposed pumps and their capacities
  - b. Plot of the hydraulic gradient at peak flow conditions
  - c. The recommended operation mode
  - d. Preliminary site plan
  - e. Site access and security
  - f. Flood protection
  - g. Emergency power

### **Meetings:**

- a. Prepare for and conduct one (1) Preliminary Engineering Report review meeting

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**Deliverables:**

- a. Five (5) copies of the Preliminary Engineering Report and .pdf electronic copy of each

**Services/Deliverables provided by the CITY:**

- a. Participate in the Preliminary Engineering Report review meeting
- b. Review and provide comments on the Final Engineering Report

**B. Preliminary Design**

1. Prepare engineering plan sheets and technical specifications for replacing the three (3) existing sludge pump stations.
2. The 30 % plans will include:
  - a. Civil sheets:
    - i. General notes
    - ii. Overall site plan
    - iii. Yard piping plan
  - b. Mechanical sheets:
    - i. General notes
    - ii. Sludge pump station equipment layouts
  - c. Structural sheets:
    - i. General notes
    - ii. Site plans
    - iii. Foundation plans
  - d. Electrical sheets:
    - i. Site plan
    - ii. Electrical plan
    - iii. Grounding plan
    - iv. One-line diagrams
    - v. Conduit and wiring plan
    - vi. SCADA/instrumentation layout
3. Prepare 30% quantity take-off for proposed improvements and engineer's opinion of probable construction cost (OPCC).

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**Meetings:**

- a. Prepare for and conduct one (1) Preliminary Design review meeting

**Deliverables:**

- a. Deliver an electronic (.pdf) file of the plans and preliminary summary of quantities

**Services/Deliverables provided by the CITY:**

- a. Review and comment on the 30% plans, preliminary specifications and OPCC
- b. Participate in 30% design review meeting

**C. 60% Design**

1. Prepare 60% engineering plan sheets and specifications.
2. The plans will include:
  - a. Civil sheets:
    - i. General notes
    - ii. Overall site plan
    - iii. Yard piping plan and profiles
    - iv. Details
  - b. Mechanical sheets:
    - i. General notes
    - ii. Sludge pump station equipment layouts and sections
  - c. Structural sheets:
    - i. General notes
    - ii. Site plans
    - iii. Foundation plans
    - iv. Excavation plan
    - v. Sections
  - d. Electrical sheets:
    - i. Site plan
    - ii. Electrical plan
    - iii. Grounding plan
    - iv. One-line diagrams
    - v. Conduit and wiring plan
    - vi. SCADA/instrumentation layout

3. Specifications shall include CITY Standard and non-standard technical specifications for materials and installation of the proposed facilities.

**Meetings:**

- a. Prepare for and conduct a 60% design review workshop

**Deliverables:**

- a. Deliver an electronic (.pdf) file of the plans and specifications

**Services/Deliverables provided by the CITY:**

- a. Review and comment on the 60% plans, specifications, and OPCC
- b. Participate in the 60% design review workshop

**D. 90% Design**

1. Prepare 90% engineering plan sheets and specifications in accordance with the preliminary engineering report.
2. The plans will include:
  - a. Civil sheets:
    - i. General notes
    - ii. Overall site plan
    - iii. Yard piping plan and profiles
    - iv. Details
  - b. Mechanical sheets:
    - i. General notes
    - ii. Sludge pump station equipment layouts, sections, and details
  - c. Structural sheets:
    - i. General notes
    - ii. Site plans
    - iii. Foundation plans
    - iv. Excavation plan
    - v. Sections
    - vi. Details
  - d. Electrical sheets:
    - i. Site plan
    - ii. Electrical plans
    - iii. Grounding plans
    - iv. One-line diagrams



- v. Conduit and wiring plans
- vi. SCADA/instrumentation layout
- vii. Details

3. Specifications shall include CITY Standard and non-standard technical specifications for materials and installation of the proposed facilities.

**Meetings:**

- a. Prepare for and conduct a 90% design review workshop

**Deliverables:**

- a. Deliver an electronic (.pdf) file of the plans and specifications

**Services/Deliverables provided by the CITY:**

- a. Review and comment on the 90% plans, specifications, and OPCC
- b. Participate in the 90% design review workshop

**E. Final Engineering Report and Summary Transmittal Letter**

The ENGINEER shall prepare a Final Engineering Report based on the comments received on the Preliminary Engineering Report and design changes determined during Final Design. The ENGINEER will prepare and submit a Summary Transmittal Letter to the TCEQ. The Final Engineering Report will include:

- a. Types of proposed pumps and their capacities
- b. Plot of the hydraulic gradient at peak flow conditions
- c. The recommended operation mode
- d. Final site plan
- e. Site access and security
- f. Flood protection
- g. Emergency power
- h. Variance requests (if any)

**Meetings:**

- a. N/A

**Deliverables:**

- a. Submit one electronic (.pdf) copy of the Final Engineering Report

**Services/Deliverables provided by the CITY:**

- a) Review and approve the report for submittal to TCEQ

## **F. Construction Contract Documents**

- a. Incorporate CITY comments from final design submittal and prepare construction contract documents, bid plans, and opinion of probable construction cost.
- b. Construction contract documents will consist of the final plans and project manual, both signed and sealed by a licensed professional engineer in the State of Texas and in accordance with comments provided by the CITY during final design.

### **Meetings:**

- a. Prepare for and conduct a construction contract document review workshop

### **Deliverables:**

- a. Construction Contract Documents Submittal
- b. Submit five (5) 22" x 34" copies and electronic (.pdf) documents to the CITY for bidding.
- c. Submittal shall include the following:
  - i. Bid drawings
  - ii. Bid project manual
  - iii. Opinion of probable construction cost

### **Services/Deliverables provided by the CITY:**

- a. Review and approve the construction contract documents for bidding.

## **G. Bid Phase Services**

1. Provide information below for up to two (2) separate bid packages.
2. Provide electronic bid documents to the City purchasing department for bidding.
3. Provide the Notice to Bidders to the CITY for publication. The CITY will be responsible for publication of the notice. The CITY will be responsible for distribution of the bidding documents to prospective contractors, suppliers, and plan rooms.
4. The following assistance will be provided to the CITY during the bidding phase:
  - a. Preparation of addenda and delivery to CITY for distribution to plans holders.
  - b. Responses to questions submitted by plans holders.
  - c. Attend bid opening facilitated by CITY.
  - d. Preparation of bid tabulation.

- e. Preparation of recommendation of award letter.
5. Conformance plans and specifications
  - a. Based on potential questions and addenda from the bidding phase, prepare conformance set of plans and specifications to be used during construction.
  - b. Provide up to four (4) sets to CITY for execution.

## Compensation

Total compensation for the ENGINEER contemplated under the terms of this agreement **shall be a total of \$33,792,500** for all services listed including reimbursable expenses. The CITY shall compensate the ENGINEER as follows:

For Tasks 1a-6a, 8a, 9a and 11a of this contract amendment, the total compensation shall be on a lump sum basis and not to exceed **\$13,417,500**.

For Task 7a and 10a of this contract amendment, the compensation will be on a labor fee plus expense basis. Labor fee will be billed on an hourly basis according to our then-current rates. Based on current information, Kimley-Horn estimates that labor fees will be approximately **\$5,423,000**. Fee estimates in this Agreement are for general budgeting purposes only. Actual fees may be less or more than the estimates.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Progress payments shall be paid monthly based on the actual work satisfactorily completed per month in each phase, with the following amounts of the total compensation for each phase of the Project:

ATTACHMENT A  
AMENDMENT NO. 1 FOR  
PECAN CREEK WATER RECLAMATION PLANT EXPANSION TO 30 MGD  
INCLUDING SOLIDS HANDLING AND DISINFECTION SYSTEM IMPROVEMENTS

The following table summarizes the recommended budget revisions and revised contract amount:

Task	Original Contract	Amend. No. 1	Revised Contract
Task 1a – Design Management	\$ 189,000	\$ 200,000	\$ 389,000
Task 2a – Preliminary Design	\$ 3,684,000		\$ 7,384,000
• 30 MGD MBR		\$ 2,943,000	
• Non-Potable Water System		\$ 300,000	
• Chemical Feed System		\$ 100,000	
• Operations Buildings		\$ 500,000	
Task 3 – Survey and Geotechnical Services	\$ 80,000	\$ -	\$ 80,000
Task 4a – Final Design	\$ 6,898,000		\$14,993,000
• 30 MGD MBR		\$ 6,825,000	
• Non-Potable Water System		\$ 500,000	
• Chemical Feed System		\$ 100,000	
• Operations Buildings		\$ 1,000,000	
Task 5a – Construction Contract Documents	\$ 235,000	\$ 285,000	\$ 520,000
Task 6 – Bid Phase Services	\$ 35,000	\$ -	\$ 35,000
Task 7a – Construction Phase Services			
• CCA (Hourly)	\$ 2,906,000	\$4,090,000	\$ 6,996,000
• RPR (Hourly)	\$ 860,000	\$1,273,000	\$ 2,133,000
Task 8a – Record Drawings	\$ 65,000	\$ 81,000	\$ 146,000
Task 9a – Wastewater Discharge Permit Amendment	\$ -	\$ 90,000	\$ 90,000
Task 10a – Environmental Assessment Services (Hourly)	\$ -	\$ 60,000	\$ 60,000
Task 11a – Sludge Pump Station Replacements		\$ 493,500	\$ 966,500
<b>Totals:</b>	<b>\$14,952,000</b>	<b>\$18,840,500</b>	<b>\$33,792,500</b>

## Certificate Of Completion

Envelope Id: 8647729E-B149-4891-9F0B-DF6CB1B20F25

Status: Sent

Subject: Please DocuSign: City Council Contract 7574-027 PCWRP Expansion Amendment 1

Source Envelope:

Document Pages: 34

Signatures: 3

Envelope Originator:

Certificate Pages: 6

Initials: 1

Erica Garcia

AutoNav: Enabled

901B Texas Street

Envelopeld Stamping: Enabled

Denton, TX 76209

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

erica.garcia@cityofdenton.com

IP Address: 198.49.140.10

## Record Tracking

Status: Original

Holder: Erica Garcia

Location: DocuSign

6/25/2025 8:46:26 AM

erica.garcia@cityofdenton.com

## Signer Events

### Signature

### Timestamp

Erica Garcia

**Completed**

Sent: 6/25/2025 8:48:56 AM

erica.garcia@cityofdenton.com

Viewed: 6/25/2025 8:49:04 AM

Senior Buyer

Signed: 6/25/2025 8:49:29 AM

City of Denton

Using IP Address: 198.49.140.10

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Lori Hewell

Sent: 6/25/2025 8:49:30 AM

lori.hewell@cityofdenton.com

Viewed: 6/25/2025 9:20:07 AM

Purchasing Manager

Signed: 6/25/2025 9:21:01 AM

City of Denton

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Marcella Lunn

DocuSigned by:  
*Marcella Lunn*  
4B070831B4AA438...

Sent: 6/25/2025 9:21:03 AM

marcella.lunn@cityofdenton.com

Viewed: 6/25/2025 10:29:44 AM

Senior Deputy City Attorney

Signed: 6/25/2025 10:31:19 AM

City of Denton

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Scott Arnold

DocuSigned by:  
*Scott Arnold*  
D1B5A80061EE4E9...

Sent: 6/25/2025 10:31:22 AM

Scott.arnold@kimley-horn.com

Viewed: 6/25/2025 10:59:42 AM

Vice President

Signed: 6/25/2025 1:32:43 PM

Kimley-Horn and Associates, Inc.

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Uploaded Signature Image

Using IP Address: 130.41.212.55

### Electronic Record and Signature Disclosure:

Accepted: 3/27/2020 10:55:11 AM

ID: a1f38400-e5cc-4b57-8548-4dd7e031355d

Signer Events	Signature	Timestamp
Stephen D Gay stephen.gay@cityofdenton.com General Manager Water Utilities Security Level: Email, Account Authentication (None)	<div>Signed by:  FEB48BB9726E4A9...</div> Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 6/25/2025 1:32:45 PM Viewed: 6/25/2025 2:50:41 PM Signed: 6/25/2025 2:51:20 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 6/25/2025 2:50:41 PM  
ID: 7d1c9ef4-a187-42d2-a6fc-7cc81e3bf1c8

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

Sent: 6/25/2025 2:51:24 PM

**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
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
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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Sent: 6/25/2025 8:49:31 AM

**Electronic Record and Signature Disclosure:**  
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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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Sent: 6/25/2025 2:51:23 PM

Carbon Copy Events	Status	Timestamp
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign  City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/25/2025 8:48:56 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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**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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