

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 THE CITY COUNCIL ON NOVEMBER 16, 2021, IN THE NOT-TO-EXCEED AMOUNT OF \$159,300.00; SAID FIRST AMENDMENT TO PROVIDE APPROXIMATELY 1,500 LINEAR FEET OF 12-INCH SANITARY SEWER LINE FOR THE WATER UTILITIES DIVISIONS FOR THE GRANADA LIFT STATION REPLACEMENT PROJECT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7574-008 – PROVIDING FOR AN ADDITIONAL FIRST AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED \$204,500.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$363,800.00).

WHEREAS, on November 16, 2021, City Council awarded a contract to Kimley-Horn and Associates Inc. in the amount of \$159,300.00, to provide regulatory permitting/approval support, process evaluation, design services, bidding assistance, construction administration, and commissioning/startup support for the Granada Lift Station Replacement Project for the Water Utilities Division; 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 Two Hundred Four Thousand Five Hundred and 0/100 (\$204,500.00) 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 \$363,800.00.

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:	_____	_____	_____	_____
Paul Meltzer, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Chris Watts, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

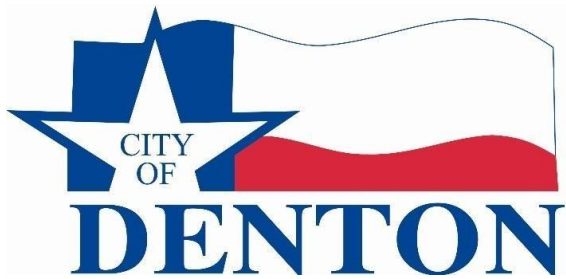
\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

ATTEST:  
JESUS SALAZAR, INTERIM CITY SECRETARY

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

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn  
Digitally signed by Marcella Lunn  
DN: cn=Marcella Lunn, o,  
ou=City of Denton,  
email=marcella.lunn@cityofden  
ton.com, c=US  
Date: 2023.05.10 10:48:47  
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Docusign City Council Transmittal Coversheet

PSA	7574-008
File Name	DESIGN GRANADA LIFT STATION-AMENDMENT 1
Purchasing Contact	Crystal westbrook
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 7574-008**

THE STATE OF TEXAS                   §

COUNTY OF DENTON                   §

THIS FIRST AMENDMENT TO CONTRACT 7574-008 (“Amendment”) by and between the City of Denton, Texas (“City”) and **KIMLEY-HORN AND ASSOCIATES, INC.**, (“Engineer”); to that certain contract executed on November 16, 2021, in the original not-to-exceed amount of \$159,300 (the “Agreement”); for services related to **Design Granada Lift Station**.

WHEREAS, the City deems it necessary to further expand the services provided by Consultant to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount \$204,500 with this Amendment for an aggregate not-to-exceed amount of \$363,800; and

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

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

1. The additional services described in Exhibit “A” of this Amendment, attached hereto and incorporated herein for all purposes, for professional services related to the **Design Granada Lift Station**, are hereby authorized to be performed by Consultant. For and in consideration of the additional services to be performed by Consultant, 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 \$204,500.
2. This Amendment modifies the Agreement amount to provide an additional \$204,500 for the additional services with a revised aggregate not to exceed total of \$363,800.

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 Consultant, 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: \_\_\_\_\_

ATTEST:  
JESUS SALAZAR, INTERIM CITY  
SECRETARY

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

“ENGINEER”

KIMLEY-HORN AND ASSOCIATES,  
INC.


By:  Vice President  
D1B5A80061EE4E9

AUTHORIZED SIGNATURE, TITLE

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

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

 Stephen D. Gay  
9EBFF5658E56492...  
SIGNATURE PRINTED NAME

Director,

TITLE

Water Utilities.

DEPARTMENT

## **EXHIBIT “A”**

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

#### **Professional Services Agreement: GRANADA LIFT STATION REPLACEMENT Amendment Scope of Services**

#### **Project Understanding**

ENGINEER previously completed Final Design services associated with “Task 5 – Final Design” in accordance with the Original Contract. ENGINEER and CITY determined upon completion of Final Design that the proposed replacement would potentially lead to challenging easement acquisition, and site constraints which would require multiple variances to City standards to be obtained. As a result of the findings, CITY requested ENGINEER to utilize fees associated with “Task 6 – Construction Contract Documents” and “Task 7 – Bid Phase Services” to perform additional data collection and to make recommendations for alternative infrastructure improvement options which would permit the abandonment of the Granada Lift Station. ENGINEER’s investigation has revealed a gravity pipeline option is feasible and will permit the abandonment of the Granada Lift Station.

CITY has requested ENGINEER prepare this amendment to the scope of services to provide professional design services for approximately 1,500 linear feet of 12-inch sanitary sewer line from an existing sanitary sewer line in front of 3712 Granada Trail, through the existing lift station site to the south, and ultimately discharging in an existing sanitary sewer manhole in the Creekside subdivision.

#### **Scope of Services**

The CITY has requested that the ENGINEER perform the following additional services:

#### **Task 4 SURVEY AND GEOTECH**

ENGINEER will provide the following additional services in accordance with the Original Contract:

##### **A. Geotechnical Engineering**

1. Perform a geotechnical analysis of the pipeline alignment utilizing a qualified geotechnical laboratory to determine subsurface conditions and make recommendations regarding design parameters. The analysis shall include the following:
  - a. Subsurface exploration including up to five (5) sample borings, two of which will be drilled to approximately 45-feet for a proposed aerial crossing, the remaining

## **EXHIBIT “A”**

borings will be drilled to approximately 15 feet depending upon depth to un-weathered shale or limestone.

- b. Laboratory tests for classification purposes and strength characteristics.
- c. Engineering services that address the following:
  - i. Soil and groundwater conditions
  - ii. Comments on general excavatability of soils and shale encountered
  - iii. Recommendations for pump station, transformer and generator pads, and vault foundation types, depth, allowable loading and backfill requirements
  - iv. Foundation construction requirements
  - v. Recommended lateral pressures for the design of below grade walls
  - vi. Evaluation of the subgrade soils
  - vii. Recommendations for yard piping installation, including bedding and backfill
  - viii. Recommendations for earthwork.
- 2. A geotechnical report will be furnished by the geotechnical engineer to present the results of the field and laboratory data as well as analyses and recommendations. The data contained in the geotechnical report will be made available to contractors during the bidding process for informational purposes.

### **B. Design Survey**

- 1. Utility and Property Owner Coordination
  - a. Coordinate with DIG TESS and City of Denton to locate and mark existing franchise and public utilities prior to performing field survey.
- 2. Design Survey
  - a. The limits of the survey shall be from the southern boundary line of the Granada lift station property south to Ryan Road, continuing west approximately 225 linear feet and finally traversing across the Creekside subdivision and terminating at the intersection of Arbor Glen Avenue and Willow Grove Avenue. Total limits of supplemental topographic survey will be approximately 50-feet wide for 900 linear feet.

## **EXHIBIT “A”**

### **Task 5 FINAL DESIGN**

ENGINEER will provide the following additional services in accordance with the Original Contract:

#### **A. Final Design**

3. Prepare engineering plan sheets and specifications for approximately 1,500 linear feet of 12-inch sanitary sewer line, structural details for anticipated aerial crossing, and demolition plans for existing Granada Lift Station.
4. The plans will include:
  - a. Civil sheets: general notes, lift station demolition plan, benchmark and control sheet, pipeline plan and profile sheets, sanitary sewer details, surface repair sheets, erosion control plan and details, traffic control details.
  - b. Structural sheets: general notes, structural details for aerial crossing piers and abutment structures.
5. Specifications shall include City Standard and non-standard technical specifications for materials and installation of the proposed facilities.

#### **B. Easement Preparation**

1. Upon receiving approval of 90% design drawings, ENGINEER will prepare up to six (6) permanent sanitary sewer easements or temporary construction easements.
2. Easement instruments will consist of metes and bounds descriptions and exhibits.
3. City will be responsible for easement acquisition.

#### **C. Deliverables**

1. Final design submittal (90%)
  - a. Submit four (4) copies and digital .PDFs to City for review and comment.
  - b. Submittal shall include the following:
    - ix. Final design plans (22”x34”)
    - x. Final project manual
    - xi. Opinion of probable construction cost

#### **D. Meetings**

1. Attend one (1) meeting with City to present and review the final design (90%) submittal

## **EXHIBIT “A”**

### **Task 6 – CONSTRUCTION CONTRACT DOCUMENTS**

ENGINEER will provide the following additional services in accordance with the Original Contract:

#### **A. Bidding Construction Contract Documents**

1. Incorporate City comments from final design submittal and prepare construction contract documents, bid plans, and opinion of probable construction cost.
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 during final design.

#### **B. Deliverables:**

1. Construction Contract Documents Submittal
  - a. Submit two (2) copies and electronic (.pdf) documents to the City for bidding.
  - b. Submittal shall include the following:
    - i. Bid drawings
    - ii. Bid project manual
    - iii. Opinion of probable construction cost

### **Task 7 – BID PHASE SERVICES**

ENGINEER will provide the following additional services in accordance with the Original Contract:

#### **A. Bid Phase Services**

1. Provide electronic bid documents to the City purchasing department for bidding.
2. 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.
3. 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.
4. 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.
    - i. Provide up to four (4) sets to City for execution.

## **EXHIBIT “A”**

### **Task 10 – DOWNSTREAM ASSESSMENT**

ENGINEER will provide the following additional services in accordance with the Original Contract:

#### **A. Downstream Assessment and Floodplain Study**

##### **1. Data Collection and Processing:**

- a. Request effective hydrologic models for Fletcher Branch Tributary 5 and Fletcher Branch from the City and FEMA if necessary. ENGINEER assumes models will be available, digital, and executable.
- b. Subdivide drainage areas for the subject property using the on-ground survey prepared under a separate task, aerial topography, and record drawings. Hydrologic parameters for existing and fully developed conditions will be developed in accordance with City criteria.
- c. Create a post-project condition hydraulic model for Fletcher Branch by modifying the pre-project condition hydraulic models using proposed grading and aerial crossing design. Modeling will be revised up to two times to meet City criteria regarding valley storage, water surface, and velocity. The subject reach of the modifications will extend from

##### **2. Technical Memorandum**

- a. Prepare a Downstream Assessment and Floodplain Study for submittal to the City to support the proposed aerial crossing. The purpose of the study will be to identify if compensatory storage is needed to offset fill, delineate the 100-year existing and fully developed floodplain limits, and establish proposed site elevations. The submittal will consist of the following items:
  - Narrative;
  - Drainage Area Maps;
  - HEC-HMS Output;
  - Hydraulic Workmaps;
  - HEC-RAS Output; and
  - Digital Files.
- b. Response/Revisions for up to two rounds of comments from the City are anticipated under this task. Responding to additional rounds of comments will be considered additional services. This task does not include any submittals to the FEMA.

## EXHIBIT “A”

### Task 11 – CONDITIONAL LETTER OF MAP REVISION (CLOMR) REQUEST

*Conditional Letter of Map Revision (CLOMR) application for the subject reach of Fletcher Branch for submittal to the City and FEMA. The subject reach of Fletcher Branch will be unchanged from Task 10.*

*CLOMR request will be processed by FEMA only after FEMA receives documentation from the requestor that demonstrates compliance with the ESA. Compliance requires one of the following:*

- *No potential for “Take” exists, meaning that the project has no potential to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect threatened or endangered species; or*
- *An Incidental Take Permit from the US. Fish & Wildlife Service*

ENGINEER will provide the following additional services in accordance with the Original Contract:

#### **A. Field Investigation**

1. Perform a field investigation and a review of readily available databases relevant to Federal listed species. Based on the findings, ENGINEER will make a determination regarding endangered species. This task assumes that the findings will result in a determination of no potential for “Take”.
2. This task does not include effort to assist the City if the field investigation reveals an outcome other than “no potential for Take exists,” which can be performed for the City as an additional service.

#### **B. ESA Compliance Submittal**

1. Submittal will include a technical memorandum demonstrating no potential for **“take” exists and USFWS IPAC endangered species list.**

#### **C. CLOMR Application Submittal**

1. CLOMR application submittal to City and FEMA will consist of the following items:
  - a. Narrative
  - b. Drainage Area Maps
  - c. Hydrologic Parameter Calculation Tables
  - d. HEC-HMS Output
  - e. Pre-Project Floodplain Map
  - f. Post-Project Floodplain Map
  - g. Water Surface Elevation Comparison Tables
  - h. HEC-RAS Output
  - i. FEMA FIRM
  - j. Annotated FEMA FIRM
  - k. FEMA MT-2 Forms
  - l. Digital Files

## EXHIBIT “A”

2. CLOMR will be submitted to City and FEMA electronically. This task assumes one round of comments from the City and one round of comments from FEMA, and includes the online FEMA CLOMR submittal fee of \$6,500. All other potential review, submittal, or project related fees will be paid directly by the City.

### **Task 12 – LETTER OF MAP REVISION (LOMR) REQUEST**

*Letter of Map Revision (LOMR) application for the subject reach of Fletcher Branch for submittal to the City and FEMA. The subject reach of Fletcher Branch will be unchanged from Task 11.*

ENGINEER will provide the following additional services in accordance with the Original Contract:

#### **A. As-Built Survey Review**

1. Review the as-built survey of the floodplain modifications prepared under Task 13 to confirm the floodplain grading was constructed in accordance with the plan presented in Task 11. Hydraulic models will also be updated, if necessary.

#### **B. LOMR Application Submittal**

1. Prepare a LOMR application for submittal to the City and FEMA. The LOMR application will consist of the following items:
  - a. Narrative
  - b. Drainage Area Maps
  - c. Hydrologic Parameter Calculation Tables
  - d. HEC-HMS Output
  - e. Pre-Project Floodplain Map
  - f. Post-Project Floodplain Map
  - g. Water Surface Elevation Comparison Tables
  - h. HEC-RAS Output
  - i. FEMA FIRM
  - j. Annotated FEMA FIRM
  - k. FEMA MT-2 Forms
  - l. Digital Files
2. LOMR will be submitted to City and FEMA electronically. This task assumes one round of comments from the City and one round of comments from FEMA, and includes the online FEMA LOMR submittal fee of \$8,000. All other potential review, submittal, or project related fees will be paid directly by the City.

**EXHIBIT “A”****Task 13 – LOMR Topographic Survey**

ENGINEER will provide the following additional services in accordance with the Original Contract:

**A. As-Built Survey**

1. Following the post construction fill and/or cut, a topographic survey of the constructed improvements will be performed.
2. The survey data is to be used in-house and will not be issued as a stand-alone survey document. The survey will be conducted to include the specifications set forth by National Mapping Standards and FEMA mapping standards. Elevations obtained on hard surfaces, i.e. paving, etc. will be expressed to the nearest 0.01 feet and on natural ground surfaces to the nearest 0.10 feet. Survey will be tied to the City benchmark system.

**Compensation**

The additional services described above will be accommodated by reallocation of existing contract funds and by increasing the contract amount by **\$204,500**. The following table summarizes the recommended budget revisions and revised contract amount:

<b>Task</b>	<b>Original Contract</b>	<b>Original Contract Revisions</b>	<b>Amend. No. 1</b>	<b>Revised Contract</b>
<b>Task 1 – Project Management</b>	\$ 4,500	\$ -	\$ -	\$ 4,500
<b>Task 2 – Conceptual Layout</b>	\$ 4,900	\$ 7,500	\$ -	\$ 4,900
<b>Task 3 – Preliminary Engineering Report</b>	\$ 10,800	\$ -	\$ -	\$ 10,800
<b>Task 4 – Survey and Geotech</b>	\$ 13,000	\$ 7,500	\$ 15,200	\$ 35,700
<b>Task 5 – Final Design</b>	\$ 62,900	\$ -	\$ 72,600	\$ 135,500
<b>Task 6 – Construction Contract Documents</b>	\$ 4,200	\$ (4,200)	\$ 4,200	\$ 4,200
<b>Task 7 – Bid Phase Services</b>	\$ 10,800	\$ (10,800)	\$ 10,800	\$ 10,800
<b>Task 8 – Construction Phase Services</b>	\$ 43,500	\$ -	\$ -	\$ 43,500
<b>Task 9 – Record Drawings Preparation</b>	\$ 4,700	\$ -	\$ -	\$ 4,700
<b>Task 10 – Downstream Assessment</b>	\$ -	\$ -	\$ 34,000	\$ 34,000
<b>Task 11 – CLOMR Request</b>	\$ -	\$ -	\$ 30,500	\$ 30,500
<b>Task 12 – LOMR Request</b>	\$ -	\$ -	\$ 34,000	\$ 34,000
<b>Task 13 – LOMR Topographic Survey</b>	\$ -	\$ -	\$ 3,200	\$ 3,200
<b>Totals:</b>	<b>\$ 159,300</b>	<b>\$ -</b>	<b>\$204,500</b>	<b>\$ 363,800</b>

**Certificate Of Completion**

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Crystal Westbrook

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crystal.westbrook@cityofdenton.com

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crystal.westbrook@cityofdenton.com

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Senior Buyer

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Lori Hewell



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lori.hewell@cityofdenton.com

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Purchasing Manager

Signed: 4/12/2023 8:29:00 AM

City of Denton

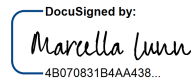
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Marcella Lunn



Sent: 4/12/2023 8:29:02 AM

marcella.lunn@cityofdenton.com

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Mack Reinwand City Attorney

Signed: 4/17/2023 3:09:39 PM

City of Denton

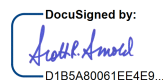
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Scott Arnold



Sent: 4/17/2023 3:09:42 PM

scott.arnold@kimley-horn.com

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Vice President

Signed: 4/17/2023 8:07:11 PM

Kimley-Horn and Associates, Inc.

Signature Adoption: Uploaded Signature Image

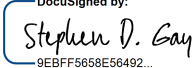
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Signer Events	Signature	Timestamp
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Cheyenne Defee  
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Procurement Administration Supervisor  
City of Denton  
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Sent: 4/18/2023 8:24:13 AM

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Sara Hensley  
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Jesus Salazar  
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**Electronic Record and Signature Disclosure:**  
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Procurement Administration Supervisor  
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**Electronic Record and Signature Disclosure:**  
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Payment Events	Status	Timestamps
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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:

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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..

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- 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;
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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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