

**AMENDMENT NUMBER 01 TO THE AGREEMENT BETWEEN THE  
CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.**

AMENDMENT NUMBER 01 DATED February 28, 2024 to the agreement between the City of Seguin, ("Client") and Kimley-Horn and Associates, Inc., ("Consultant") dated November 30, 2023 ("the Agreement") concerning Crossroads Blvd Lift Station within Seguin, Texas (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Consultant and provisions for additional compensation by the Client to the Consultant, all as set forth in Exhibit A hereto. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

CLIENT:

**City of Seguin**

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

\_\_\_\_\_  
Printed Name and Title

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

CONSULTANT:

**KIMLEY-HORN AND ASSOCIATES, INC.**

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

Jeffrey Farnsworth, P.E., Vice President  
Printed Name and Title

Date: 2/28/2023

**Consultant shall perform the following Additional Services:**

## **Project Definition and Background**

The Professional (or Consultant) understands that City of Seguin (Client) seeks a proposal for a triplex lift Station design for the Crossroads lift station, located off Crossroads Blvd. in central Guadalupe County. The lift station is south of IH-10 and west of Texas Hwy. 123 Bypass.

The following key assumptions have been made in establishing the scope and estimated level of effort for this project.

1. The design flows are as follows:
  - a. Average flow = 253,400 gallons per day (gpd),
  - b. Peak wet weather flow (approximate) = 576,000 gpd or 400 gpm\*  
\*Firm pumping capacity of 400 gpm based on Technical Memorandum prepared by Freese and Nichols, Inc. (dated 1/11/2024)
2. The lift station shall be a submersible pump station and design shall be per *City of Seguin Lift Station Design Criteria Manual (August 2023)*. The following assumptions are made:
  - a. The lift station will be a submersible, 3-pump lift station (1 primary, 1 lag, 1 stand-by pump).
  - b. A lift station odor control system will NOT be required.
  - c. A backup generator will be required.
  - d. Lift station wet well structures shall be constructed out of pre-cast concrete.
  - e. SCADA will be provided.
  - f. Lift Station will utilize existing force main alignment.

Kimley-Horn will engage an electrical sub-consultant (Grubb Engineering, Inc) to provide electrical design support for this project.

## **Scope of Work**

The CONSULTANT will in accordance with the terms and conditions of the Contract provide project management, plans, specifications, bid phase services, and construction phase services for the Project.

The Scope of Work is divided into six (6) sections, as follows:

- Task 1 - Project Management
- Task 2 – 90% Design Phase
- Task 3 – 100% Design Phase
- Task 4 - Bidding Phase
- Task 5 – Construction Phase
- Task 6 - Close-out Services

## **Task 1 – Project Management**

- 1.1 Kimley-Horn will attend site visit of the existing lift station with the Client.

- 1.2 Prepare monthly invoicing.
- 1.3 Sub-contract management.
- 1.4 On-going coordination and communications with Client and internal team meetings.
- 1.5 One (1) virtual site layout coordination meeting with Client. Provide meeting minutes to the Client.
- 1.6 One (1) virtual meeting with Client staff to review 90% Contract Documents and discuss comments provided by the Client. Provide meeting minutes to the Client.

## **Task 2 – 90% Design Phase**

- 2.1 Prepare 90% plans for the lift station. Plan sheets to be prepared by Kimley-Horn shall include the following:

### **2.2 Civil Design**

- a. Cover Sheet / Sheet Index / General Notes
- b. Overall Quantities
- c. Project Overview
- d. Project Control Plan
- e. Construction Sequencing
- f. Lift station site dimensional control, paving, and fencing plan
- g. Lift station site grading
- h. Lift station gravity main profiles
- i. Lift station plan and section view details
- j. Lift station equipment details
- k. Lift station structural (Electrical and Generator Slab)
- l. Standard civil details
- m. Demolition/Abandonment Plan
- n. Demolition/Abandonment Details
- o. Traffic Control Detail
- p. Erosion Control Plan
- q. Erosion Control Details

### **2.3 Electrical Design**

- a. Electrical gear and distribution equipment
- b. Site lighting
- c. Motor controls, power, instrumentation, and SCADA
- d. Demolition plans for existing lift station
- e. Grounding system
- f. Stand-by generator and transfer switch

- 2.4 Prepare 90% technical specifications for the lift station equipment that is not already covered by City specifications.

- 2.5 Prepare 90% Opinion of Probable Construction Costs.

- 2.6 Submit 90% plans and technical specifications (in Adobe PDF format) to the Client for review and comment. Kimley-Horn will address comments from the Client, and provide updated (in Adobe PDF format) plans and specifications (in Adobe PDF format) for submittal to City.

2.7 Attend a meeting with City staff to review 90% status plans for the final design of the lift station and associated components.

## 2.8 Design Surveying

Kimley-Horn will perform all topographic surveying necessary to support design designs and construction document preparation for the project. Kimley-Horn will perform a horizontal and vertical survey, based upon NAD 83 coordinates (State Plane Texas South Central/Feet). Below is bulleted list of what the survey will include.

- Locate property corners and adjoining property corners to establish our property lines, PROVIDE A "NF" (NOT FOUND) if no corner is located;
- 811 call to show buried utilities;
- paint striping, curbs and gutters, driveways, including adjacent driveways;
- light poles and cross arms on sketch, plus base dimensions, and material;
- fences, parking spaces, and signs of visible encroachment;
- Monument, Pylon or Billboard Signs: include diameter of pole and shots of pedestal, and sketch;
- Locate visible evidence of utilities near the subject tract;
- show buried site utilities including Top of Nut Elevations on Valves, measure downs, flow lines, pipe sizes (locate the nearest fire hydrants and sewer manhole with inverts - including clean outs; Photos Inside Manholes);
- For culverts locate flow lines, culvert dimensions and material;
- Topographic survey for design (Please report the Geoid Model used for NAVD'88);
- Set up with Cedar Street Control Network;
- Set control points or benchmarks;

## 2.9 Subsurface Utility Exploration (SUE)

Kimley-Horn will provide Quality Service Level A subsurface utility exploration (SUE) services to identify the location and depth of existing utilities:

- Maximum of two (2) locations are included in this scope. It is assumed that potholes are located outside pavement limits

Locating services will be required, to locate the accurate horizontal and vertical position of subsurface utilities by excavating a test hole using vacuum excavation techniques and equipment that is non-destructive to utilities. All services shall be to the standard of care applicable in the subsurface engineering profession. The services shall meet or exceed the standard guidelines of ASCE C-I 38-02 circular for *Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data*. Cost includes required incidental costs excavation permits, and surveying required to accurately map the locations of each pothole. This service does not include Police Officer or Expedited Permitting fees.

## 2.10 Geotechnical Report

Kimley-Horn will provide geotechnical investigation services to the extent necessary to characterize the subsurface soils for the areas affected by this project. Up to a maximum two (2) boring locations to an average depth as specified below are included in the Basic Scope of Services.

- 1 geotechnical bores average depth (0'-25')
- 1 geotechnical bores average depth (0'-15')
- Kimley-Horn will contact Texas811 One Call services to locate public utilities. Pre-drilling field reconnaissance will be conducted before each separate mobilization to assess existing site conditions at each of the planned boring locations and to initiate any needed subsurface utility clearance activities. Information will be collected to determine access criteria to the boring locations (site clearing), and to determine the necessary traffic control measures for the field drilling activities.
- A formal engineering report will be prepared by a licensed professional engineer in Texas that will

## Task 3 – 100% Design Phase

3.1 Prepare and submit 100% plans and technical specifications (in Adobe PDF format) to the Client for review and comment. Kimley-Horn will address comments from the Client, and provide updated (in Adobe PDF format) plans and specifications (in Adobe PDF format) as well as responses to 90% comments for submittal to City.

3.2 Prepare 100% Opinion of Probable Construction Costs.

3.3 Address any additional comments from the City and submit final plans and technical specifications to the Client (in Adobe PDF format).

## Task 4 – Bidding Phase

Kimley-Horn will package the final documents as Contract Documents for bidding suitable to obtain bids from qualified construction contractors.

4.1 Bid-Ready Documents - Upon written notification from the City of Seguin, Kimley-Horn will proceed with providing Contract Documents (bid sets) for bidding. The Contract Documents will be submitted electronically.

4.2 Pre-bid Conference – Kimley-Horn will attend the Pre-bid Conference to present the project to prospective bidders and respond to questions. Kimley-Horn will submit a draft agenda for the City review at least one (1) working day prior to the conference and distribute the approved agenda and a sign-in sheet at the conference. Kimley-Horn will prepare meeting minutes.

4.3 Responses to Questions – Kimley-Horn will provide written interpretation of the intent of plans and specifications (Contract Documents) to City for distribution to potential bidders. Kimley-Horn will prepare a log of all bidders' questions and provide responses. Any changes to the Contract Documents resulting from bidders' questions will be addressed formally through an addendum.

- 4.4 Prepare Addenda – Kimley-Horn will prepare addenda required to clarify, correct or change the bid documents. This scope includes up to three (3) addenda. Addenda will be provided in Adobe .pdf (searchable) format and sealed by responsible engineer(s). Addenda will be issued to bidders through the City.
- 4.5 Evaluation of Bids - City will provide Kimley-Horn with the bid tabulation and the bid packets. Kimley-Horn will review the bid packet(s), prepare bid tabulation, determine if the apparent low bidder is the lowest responsible bidder, and prepare a letter of recommendation of award.
- 4.6 Conformed Bid Documents - Per the addenda issued, Kimley-Horn will update the Contract. Kimley-Horn will provide one (1) electronic copy containing the plans and specifications for the Project in Adobe (.pdf searchable) format. Conformed sets will be sealed and signed by responsible engineer(s).

#### Bid Phase Deliverables

In summary, Kimley-Horn will provide the following deliverables to the City as part of the bid phase services:

- Contract documents (bid sets) and 100% OPCC
- Pre-bid meeting agenda and meeting minutes
- Addenda
- Written response to questions from bidders
- Letter of recommendation of award
- Conformed drawings and specifications

### **Task 5 – Construction Phase**

#### 5.1 Pre-Construction Meeting

#### 5.2 Monthly Construction Progress Meetings (Estimated 6-months construction schedule)

#### 5.3 Construction Site Visits (Assumed two (2) monthly site visits throughout construction phase)

Kimley-Horn will attend and lead monthly construction progress meetings with the Contractor and City staff. Kimley-Horn will preside over the meeting, prepare and distribute a meeting agenda, and prepare meeting minutes.

Kimley-Horn will also communicate and coordinate with City staff on an on-going basis throughout construction. This coordination and communication is included as part of this scope item.

#### 5.4 Pay Estimate Reviews - Based on observations made during site visits, Kimley-Horn will review Contractor's monthly pay estimates and provide review comments, recommendations, and approvals to the City's representative.

#### 5.5 Shop Drawings/Submittal Reviews

#### 5.6 Request for Information (RFIs) - Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.

5.7 Request for Proposals (RFPs) and Change Order (COs) - Kimley-Horn will prepare RFPs and Cos. Kimley-Horn may recommend Change Orders to Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor. The RFPs/COs may be due to differing site conditions, unanticipated utility conflicts, and/or requested by the City. The services to be provided will include the following:

- Evaluate impact on design intent (calculations, drawings, specifications, construction cost, and construction duration).
- Provide calculations and sketches as required to facilitate construction.
- Develop drawing revisions.
- Provide contract changes using City's standard change order form.

#### 5.8 Substantial and Final Completion Testing/Walk-Throughs

Following the notice from Contractor stating that Contractor considers the entire work ready for its intended use, Kimley-Horn's project manager and principal task managers (as appropriate) will conduct one (1) substantial completion walk-through/inspection.

Kimley-Horn will conduct one (1) final completion walk-through to determine if the completed work of Contractor is acceptable to both City and Kimley-Horn so that Kimley-Horn may recommend, in writing, the final payment to the Contractor. Following the final walk-through, the Kimley-Horn provide a letter of substantial completion if Kimley-Horn believes that the project has been completed in accordance with the Contract Documents.

### **Task 6 – Close-out Phase**

6.1 Kimley-Horn will prepare Contract Record Drawings for the project from contractor's redlines.

## Services/Fees Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Preparation of permit applications or obtaining permits.
- Preparation of tree preservation plans.
- Assisting Client in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, will be furnished by Kimley-Horn on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to Client.
- Making modification to the plans and specifications once the 100% documents have been reviewed and approved by the Client.
- Attending any meetings not identified in the Scope of Services.
- All permit fees will be paid by the City.

## Fees and Expenses

Kimley-Horn will perform the services in Task 1-6 for the total lump sum fee below. Individual task amounts are information only.

<b>Task 1 – Project Management</b>	<b>\$10,900</b>
<b>Task 2 – 90% Design Phase</b>	<b>\$117,800</b>
Task 2.3 – Electrical Design	\$19,520
Task 2.8 – Survey	\$15,800
Task 2.9 – Subsurface Utility Exploration (SUE)	\$2,680
Task 2.10 – Geotechnical Investigation Report	\$7,180
<b>Task 3 – 100% Design Phase</b>	<b>\$47,100</b>
Task 3.1 - Electrical Design	\$11,526
<b>Task 4 – Bidding Phase</b>	<b>\$18,300</b>
<b>Task 5 – Construction Phase</b>	<b>\$48,600</b>
<b>Task 6 – Close-out Phase</b>	<b>\$9,600</b>
<b>Total</b>	<b>\$252,300</b>

**For the Additional Services set forth above, Client shall pay Kimley-Horn the following additional compensation:**

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

<b>Crossroads Blvd Lift Station Design, Bidding, Construction Phase Services</b>	<b>\$252,300 LS</b>
--	---------------------