



Purchasing

**CITY OF BURLESON
AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

This third Amendment to the Professional Service Agreement ("third Amendment") dated as of the Effective Date (as defined below) is made by and between the **City of Burleson** ("City" or "Burleson"), a municipal corporation, and **Kimley-Horn and Associates, Inc.** ("Consultant").

WHEREAS, the City and Consultant collectively referred to as the "parties," made and entered into a Professional Services Agreement (CSO#5029-03-2023) effective March 6, 2023 ("Agreement"); and

WHEREAS, the Agreement involved engineering design related services for Industrial Boulevard Pump Station Expansion and Alsbury Pump Station Decommissioning for the City of Burleson; and

WHEREAS, the original agreement provides for a maximum expenditure amount not to exceed one million, one hundred fifty-four thousand, seven hundred ninety-five and no/100 dollars (\$1,154,795.00) for the services; and

WHEREAS, the first amendment for scope revision was executed on February 13, 2024 removing Task 12 Platting Services and adding Task 14 Real Estate Services for a net change of zero dollars (\$0.00) to the contract value; and

WHEREAS, the second amendment was executed on November 13, 2024 removed Task 13 UPRR License Agreement and added funds to Tasks 6, 12, 14, and 15 with a resulting contract price increase of twenty-nine thousand, one hundred and no/100 dollars (\$29,100.00); and

NOW THEREFORE, City and Consultant, acting herein by and through their dully authorized representatives, enter to the following agreement:

1. Effective June 2, 2025, the Professional Services Agreement is hereby amended to modify the Agreement to modify the scope of work as outlined in Attachment A, and an increase by three hundred seventy-nine thousand, eight hundred fifty and no/100 dollars (\$379,850.00). The maximum expenditure amount shall not exceed one million, five hundred sixty-three thousand, seven hundred forty-five and no/100 dollars (\$1,563,745.00).
2. All other provisions of the Agreement that are not expressly amended herein shall remain in full force and effect.

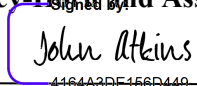
ACCEPTED AND AGREED:

CITY OF BURLESON:

BY: _____

DATE: _____

Kimley-Horn and Associates, Inc.

BY:  _____
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5/16/2025
DATE: _____



March 18, 2025

Ms. Marah Aqqad, P.E.
Development Engineering Manager
141 W Renfro Street
Burleson, TX 76028

**Re: Industrial Boulevard Pump Station Expansion and Alsbury Pump Station Decommissioning
Amendment No. 3
KH No. 061166096**

Dear Marah:

The City of Burleson (City) requested that Kimley-Horn (CONSULTANT) perform a revised scope of services associated with the Original Contract dated 03-06-2023 and herein referred to as "Contract", and amendments made thereto, for the Industrial Boulevard Pump Station Expansion and Alsbury Pump Station Decommissioning project. These services include additional services associated with existing "Task 15 – Permitting", new "Task 16 – Construction Phase Services", and new "Task 17 – Record Drawings", to prepare a drainage technical memorandum, provide construction phase services, and to prepare record drawings upon completion of construction phase services.

The revisions to the scope of services associated with each task is shown below followed by a summary of the proposed budget modifications.

Proposed Contract Modifications:

Task 15 Permitting (+\$7,860)

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

A. Drainage Study

1. Prepare a runoff timing study demonstrating that the proposed pump station site does not increase peak flows to North Creek.
 - a. ENGINEER will utilize unit hydrograph hydrologic modeling software (HEC-HMS) to evaluate peak flows at the site's outfalls.
 - b. ENGINEER will delineate contributing drainage areas from publicly available topographic data and survey data where available.
 - c. ENGINEER will calculate hydrologic parameters per City criteria.
2. Prepare a flood study demonstrating that the proposed pump station site development causes no adverse impact to the North Creek floodplain.
 - a. ENGINEER will utilize the Baird Hampton Brown (BHB) Combined Duplicate Effective model as the baseline hydraulic model.
 - b. ENGINEER will not change the effective North Creek steady flow data.
 - c. ENGINEER will add cross-sections through the subject property as necessary and define hydraulic parameters to reflect existing and proposed conditions.
 - d. ENGINEER will evaluate hydraulic impacts from the proposed development in 100-yr conditions.

3. Prepare technical memorandum explaining timing and flood study methodology and results.
4. Deliverables:
 - a. Technical Memorandum
 - b. Hydraulic and Hydrologic workmaps
 - c. Digital files (HEC-HMS and HEC-RAS modeling).
 - d.

This task assumes no comment response or third party review will be required.

Task 16 Construction Phase Services (+\$353,350)

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

A. Construction Phase Services (assumes 20 months to Final Acceptance):

1. Pre-Construction Conference
 - a. Prepare for and attend a pre-construction conference prior to commencement of Work at the Site
2. Site Visits
 - a. Visit the construction site on a monthly basis (as required) in conjunction with monthly construction progress meetings only. 20 months construction time is assumed.
 - b. Site Visits are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on CONSULTANT's exercise of professional judgement.
 - c. Based on information obtained during site visits, CONSULTANT will determine if Contractor's work is generally proceeding in accordance with the Contract Documents, and CONSULTANT will keep City informed of the general progress of the work.
3. Recommendations with Respect to Defective Work
 - a. Provide recommendations to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of site visit evaluations, CONSULTANT believes such work will not produce a completed Project that conforms generally to Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Notwithstanding the foregoing, the City reserves the right to disapprove or reject Contractor's work without a recommendation from the CONSULTANT.
4. Construction Progress Meetings
 - a. Conduct monthly progress meetings (20 are assumed) with City and Contractor to assist with administration of the construction. Meetings are anticipated to be conducted on-site and in conjunction with Site Visits associated with observation of construction.

5. Clarifications and Interpretations

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

6. Change Orders

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

7. Shop Drawings and Samples

- a. Review up to **two hundred and fifty (250)** shop drawings, samples, and other submittals submitted by the contractor for general conformance with the design concepts and general compliance with the requirements of the contract for construction.
- b. Such review, 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 and shall not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies, or omissions.
- c. Log all shop drawings, samples and other submittals.

8. Substitutes and "or-equal"

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

9. Request for Information (RFI):

- a. Provide necessary interpretations and clarifications of contract documents and make recommendations as to the acceptability of the work for up to **fifty (50)** RFI's. CONSULTANT will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by City.

10. Inspections and Tests

- a. Review certificates of inspections and tests within CONSULTANT'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.

11. Disagreements between City and Contractor

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

12. Pump Station Startup Assistance

- a. Attend and assist the City with pump station startup, operational readiness test (ORT), and Functional Readiness Test (FDT), as required.

13. Substantial Completion and Final Acceptance Walkthrough and Punchlist Preparation

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

Task 17 Record Drawings (+\$18,640)

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

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 CONSULTANT will not observe 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

We recommend that the City increase the budget by **\$379,850** for these additional services. The following tables summarize our recommended budget revisions and revised contract amount:

Task	Original Contract	Amend. No. 1	Amend. No. 2	Amend. No. 3	Revised Contract
Task 1 – Design Management	\$ 65,235	\$ -	\$ -	\$ -	\$ 65,235
Task 2 – Conceptual Analysis	\$ 97,325	\$ -	\$ -	\$ -	\$ 97,325
Task 3 – Preliminary Engineering Report	\$ 236,355	\$ -	\$ -	\$ -	\$ 236,355
Task 4 – Preliminary Design	\$ 296,910	\$ -	\$ -	\$ -	\$ 296,910
Task 5 – Final Design	\$ 269,245	\$ -	\$ -	\$ -	\$ 269,245
Task 6 – Construction Contract Documents	\$ 36,405	\$ -	\$ 10,000	\$ -	\$ 46,405
Task 7 – Bid Phase Services	\$ 39,310	\$ -	\$ -	\$ -	\$ 39,310
Task 8 – TCEQ Chapter 290 Permitting	\$ 23,250	\$ -	\$ -	\$ -	\$ 23,250
Task 9 – GST Preliminary Design	\$ 27,735	\$ -	\$ -	\$ -	\$ 27,735
Task 10 – GST Final Design	\$ 16,085	\$ -	\$ -	\$ -	\$ 16,085
Task 11 – GST Construction Contract Documents	\$ 2,315	\$ -	\$ -	\$ -	\$ 2,315
Task 12 – Platting Services	\$ 16,625	\$ (16,625)	\$ 15,000	\$ -	\$ 15,000
Task 13 – UPRR License Agreement	\$ 28,000	\$ -	\$ (28,000)	\$ -	\$ -
Task 14 – Real Estate Services	\$ -	\$ 16,625	\$ 12,100	\$ -	\$ 28,725
Task 15 – Permitting	\$ -	\$ -	\$ 20,000	\$ 7,860	\$ 27,860
Task 16 – Construction Phase Services	\$ -	\$ -	\$ -	\$ 353,350	\$ 353,350
Task 17 – Record Drawings	\$ -	\$ -	\$ -	\$ 18,640	\$ 18,640
Totals:	\$1,154,795	\$ -	\$ 29,100	\$ 379,850	\$1,563,745

We appreciate the opportunity to be of continued service to the City. Please contact us if we need to provide any further information.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.
Texas Registration No. F-928

A handwritten signature in black ink, appearing to read "John A. Atkins, P.E.", with a stylized flourish at the end.

John Atkins, P.E.
Senior Vice President
JRA/jck

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