

AMENDMENT No.1

TO CITY SECRETARY CONTRACT

WHEREAS, the City of Fort Worth (CITY) and Kimley-Horn and Associates, Inc., (ENGINEER) made and entered into City Secretary Contract No. 54419 (the CONTRACT) which was authorized by Emergency Memo dated January 27, 2020 in the amount of \$120,000.00; and

WHEREAS, the CONTRACT involves engineering services for the following project:

Emergency Design for Sanitary Sewer Mains M-182 and M-191 Crossing I.H. 820.

WHEREAS, it has become necessary to execute Amendment No. 1 to the CONTRACT to include an increased scope of work and revised fee.

NOW THEREFORE, CITY and ENGINEER, acting herein by and through their duly authorized representatives, enter into the following agreement, which amends the CONTRACT:

1.

Article I of the CONTRACT is amended to include the additional engineering services specified in a proposal dated September 14, 2020, a copy of which is attached hereto and incorporated herein. The cost to City for the additional design services to be performed by Engineer totals \$30,000.00.

2.

Article II of the CONTRACT is amended to provide for an increase in the fee to be paid to Engineer for all work and services performed under the Contract, as amended, so that the total fee paid by the City for all work and services shall be an amount of \$150,000.00.

3.

OFFICIAL RECORD
CITY SECRETARY
FT. WORTH, TX

All other provisions of the Contract, which are not expressly amended herein, shall remain in full force and effect.

EXECUTED and EFFECTIVE as of the date last written by a signatory, below.

APPROVED:

City of Fort Worth

Dana Burghdoff

Dana Burghdoff (Sep 22, 2020 09:05 CDT)

Dana Burghdoff
Assistant City Manager

Sep 22, 2020

DATE: _____

ENGINEER

Kimley-Horn and Associates, Inc.

Glenn A. Gary, P.E.

Senior Vice-President

DATE: 9-14-2020

APPROVAL RECOMMENDED:

Christopher Harder

Christopher Harder (Sep 17, 2020 07:48 CDT)

Christopher Harder, P.E.
Director, Water Department

Contract Compliance Manager:

By signing, I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

Tony Sholola

Tony Sholola, P.E.
Assistant Director

M&C: (Attached 09/08/20 Supplement to Emergency Memo)

Date: (Attached 09/08/20 Supplement to Emergency Memo)

APPROVED AS TO FORM AND LEGALITY:

DW Black

DW Black (Sep 18, 2020 14:58 CDT)

Douglas W. Black
Senior Assistant City Attorney

ATTEST:

Mary J. Kayser

Mary J. Kayser
City Secretary





September 14, 2020

Mr. Tony Sholola, P.E.
Project Manager
City of Fort Worth Water Department
1000 Throckmorton Street
Fort Worth, TX 76102

RE: *Sanitary Sewer Mains M-182 and M-191 Crossing IH 820 - Emergency
Amendment No. 1
KHA No. 061018259
City Secretary No. 53549 – City Project No. N/A*

Dear Tony:

This letter is in reference to a contract between Kimley-Horn and Associates, Inc. (Kimley-Horn) and the City of Fort Worth (the City) dated 2-18-2020 referred to herein as the "Contract".

Kimley-Horn is pleased to submit our Amendment No. 1 for the City's Sanitary Sewer Mains M-182 and M-191 Crossing IH 820 Emergency Project. The fees for this Amendment are not to exceed \$30,000, increasing the total not to exceed fee to \$150,000.

This amendment adds construction phase services to the Contract.

Kimley-Horn will continue the services outlined as follows and as directed by the City:

TASK 6. CONSTRUCTION PHASE SERVICES.

ENGINEER will support the construction phase of the project as follows.

6.1. Construction Support

- The ENGINEER shall attend the preconstruction conference.
- After the pre-construction conference, the ENGINEER shall provide project exhibits and attend public meeting to help explain the proposed project to residents. The CITY shall select a suitable location and mail the invitation letters to the affected customers.
- Prepare and distribute Meeting Notes.
- On-site Observation
 - Make up to twelve (6) site visits at intervals as directed by CITY in order to observe the progress of the work.
 - Such visits and observations by ENGINEER 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

ENGINEER'S exercise of professional judgment. Based on information obtained during such visits and such observations, ENGINEER will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and

ENGINEER will keep CITY informed of the general progress of the Work.

- The purpose of ENGINEER'S site visits will be to enable ENGINEER to better carry out the duties and responsibilities specifically assigned in this Agreement to ENGINEER, and to provide CITY a greater degree of confidence that the completed Work will conform in general to the Contract Documents. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor'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 Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
- Progress Meetings
 - Attend monthly progress meetings (up to 6), and visit the site for observation at that time.
- Shop drawing, samples and other submittals Review
 - Review up to fifteen (15) 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.
 - 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.
 - Log all shop drawings, samples and other submittals.
- Substitutions
 - Evaluate and determine the acceptability of up to ten (5) substitute or "or-equal" materials proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of the state or the CITY.
- Request for information (RFI):

- Provide necessary interpretations and clarifications of contract documents, and make recommendations as to the acceptability of the work for up to four (4) RFI's. ENGINEER 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.
- Change Orders
 - Provide support for Change Orders as requested by the CITY. Change Order support may include review and recommendations to the CITY for the execution of change orders.
- Final PROJECT Walk Through
 - Attend the "Final" PROJECT Part walk through and assist with preparation of final punch list. Attend one (1) final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents.
 - ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. ENGINEER shall not have the authority or responsibility to stop the work of any Contractor.

ASSUMPTIONS

- 15 Shop drawings submittals are assumed.
- 4 RFI's are assumed.
- 2 Change Orders are assumed

DELIVERABLES

- A. Public meeting exhibits
- B. Response to Contractor's Request for Information
- C. Review of Change Orders
- D. Review of shop drawings
- E. Final Punch List items

TASK 7. RECORD DRAWINGS.

ENGINEER will provide the following for record drawings and project closeout:

7.1. Record Drawings

- The ENGINEER shall prepare Record Drawings from information provided by the CITY depicting any changes made to the Final Drawings during construction. The following information shall be provided by the CITY:
 - As-Built Survey
 - Red-Line Markups from Contractor
 - Red-Line Markups from City Inspector
 - Copies of Approved Change Orders
 - Approved Substitutions
- The ENGINEER shall modify the Final Drawings electronically and shall place a stamp on the plans indicating that they represent Record Drawings of the project as constructed. The stamp shall be signed and dated by the ENGINEER and shall be placed on each plan sheet, whether there are any revisions on the sheet or not. Each sheet shall clearly indicate all changes which apply to that sheet by clouding and numbering, or other suitable means.
- The following disclaimer shall be included with the Record Drawing stamp:
 - These Record Drawings were prepared using information provided by others and represent the as constructed conditions to the extent that documented changes were provided for recording. The ENGINEER assumes no liability for undocumented changes and certifies only that the documented changes are accurately depicted on these drawings.
- The ENGINEER shall submit a set of sealed Final Drawings, modified and stamped as Record Drawings, on mylar for record storage. The ENGINEER may keep copies of the information provided by the CITY for their files, but all original red-lined drawings shall be returned to the CITY with the mylars.

ASSUMPTIONS

- One copy of full size (22"x34") mylars will be delivered to the CITY.

DELIVERABLES

- A. Record Drawings on Mylar
- B. PDF and DWF Record Drawings files will be uploaded to Buzzsaw.
- C. GIS shapefiles will be provided to the City in .shp format.
- D. Approved Pipe Shop Drawings.

The following table summarizes the fee for this amendment by project phase:

Description	Original Fee	Amend No. 1	Revised Contract
Design	\$89,700	-	\$89,700
ROW/Easement Services	\$9,900	-	\$9,900
Survey and SUE	\$20,400	-	\$20,400
Construction Phase Services	-	\$30,000	\$30,000
Total Project	\$120,000	\$30,000	\$150,000

	Water	Sewer	Total
Original Contract	\$0	\$120,000	\$120,000
Amendment No. 1	\$0	\$30,000	\$30,000
Total	\$0	\$150,000	\$150,000

Kimley-Horn will perform the construction phase services. The original contract had \$10,200 (8.5%) SBE participation. The total contract SBE participation will remain \$10,200 (6.8%) for this amendment.

The following tables summarize our revisions to the SBE percentages:

Firm	Primary Responsibility	Original Fee Amount	Amend. No. 1 Fee Amount	Revised Fee Amount	Revised %
Prime Consultant					
Kimley-Horn and Assoc., Inc.	Civil Engineering/CCA	\$98,950	\$30,000	\$128,950	86.0%
SBE Sub-Consultants					
CMJ Engineering, Inc.	Geotechnical Engineering	\$10,200	\$0	\$10,200	6.8%
Non-SBE Sub-Consultants					
Yazel Peebles & Associates, Inc.	Survey	\$10,850	\$0	\$10,850	7.2%
	Total	\$120,000	\$30,000	\$150,000	

Total Contract

Description	Original	Revised
Contract Amount	\$120,000	\$150,000
Total Contract SBE	\$10,200	\$10,200
Total Contract SBE Percentage	8.5%	6.8%
City's SBE Goal	N/A	N/A

Attached is the hourly rate schedule for this amendment.

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



Glenn A. Gary, P.E.
Sr. Vice President



Kimley-Horn and Associates, Inc.

Standard Rate Schedule

(Hourly Rate)

Senior Professional I	\$250 - \$275
Senior Professional II	\$185 - \$260
Professional	\$165 - \$215
Analyst	\$115 - \$185
Senior Technical Support	\$120 - \$200
Technical Support	\$75 - \$105
Support Staff	\$85 - \$125

Effective through June 30, 2021

Subject to periodic adjustment thereafter

INTEROFFICE MEMO

Date: September 8, 2020

To: Dana Burghdoff, Assistant City Manager

From: Chris Harder, P.E., Water Director

Via: Doug Black, Senior Assistant City Attorney
Cynthia Garcia, Assistant Director, Purchasing

Subject: Supplement to January 27, 2020 Memorandum, City Secretary Contract Nos 55419 and 53549 for Emergency Sewer Work and Engineering Design for Sanitary Sewer Mains M-182 and M-191 Crossing I.H. 820 - Emergency Response.

On January 16, 2020, Water Field Operations responded to two sanitary sewer overflows (SSOs) on M-191 which (along with M-181) cross underneath East Loop 820 near Richardson Street. Follow up investigation revealed that both mains are severely deteriorated, which has significantly reduced capacity and hence the overflow. Bypass pumping of the affected mains resolved the SSO, but remains on-going. To immediately address this situation, Circle C Construction was engaged to repair the mains (CSC 55419: \$880,000.00) and Kimley-Horn and Associates, was engaged to provide the necessary design (CSC 53549: \$120,000.00). The initial design provided for boring across East Loop 820 without the need for permanent easements from private property. However, due to conflict with existing storm drain structures on the west side of the freeway easements must be obtained from two property owners. Easement acquisition has taken long than anticipated but should be resolved soon with construction to commence shortly after. Additional design and construction effort beyond the original scope are necessary to repair the sewer main and place it back in service.

This memo is submitted to request authorization for emergency procurement service as outlined above at a total cost of approximately \$160,000.00 (\$130,000.00 for construction and \$30,000.00 for design). The complete failure of bother sewer mains will have dire environmental consequences and raw wastewater must be prevented from flowing into a stream that feeds Lake Arlington.

A change order and an amendment will be processed to the existing contracts with Circle C Construction and Kimley-Horn and Associates, respectively, and actual costs will be reconciled at the end of the project.

APPROVED FOR EMERGENCY PROCUREMENT:

Recommended:

Christopher Harder
Christopher Harder (Sep 8, 2020 10:53 CDT)

Chris Harder, P.E., Director, Water Department

Approved as to form and Legality:

DBlack (Sep 8, 2020 10:23 CDT)

Douglas W. Black, Sr. Assistant City Attorney

Approve:

Cynthia Garcia
Cynthia Garcia, Assistant Director, Purchasing

Approve:

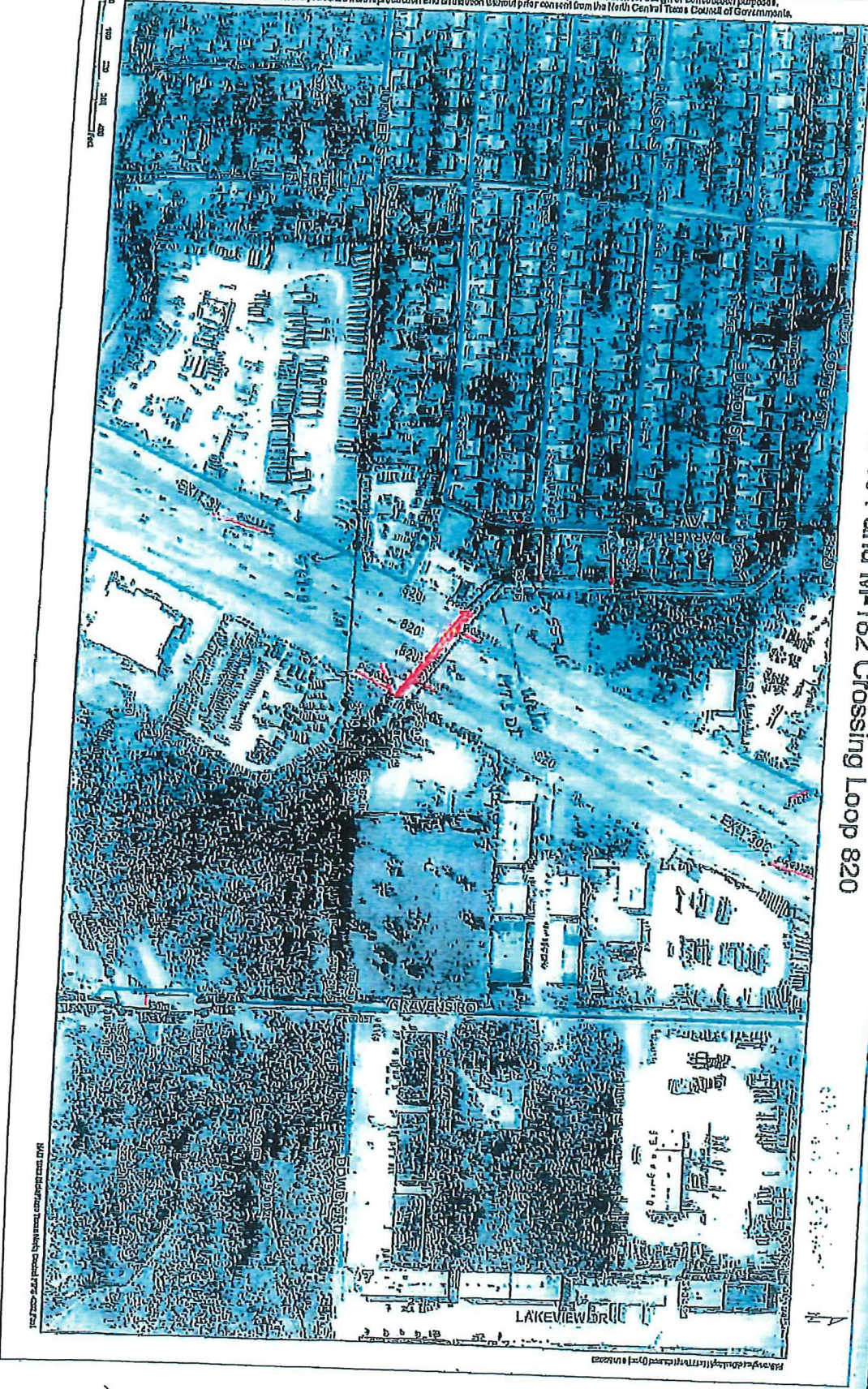
Dana Burghdoff
Dana Burghdoff (Sep 8, 2020 10:56 CDT)

Dana Burghdoff, Assistant City Manager

For general purposes only. Contact City of Fort Worth Transportation and Public Works at 817-392-8428 to get plan information for design or construction purposes.
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M-191 and M-182 Crossing Loop 820



Map from MapSource, Texas State Geographical Information System

MapSource, Texas State Geographical Information System