

CONTRACT AMENDMENT

No. 1

Featherline Road Reconstruction Project

This Amendment shall be part of the City of Killeen Featherline Road Reconstruction Project Professional Services Agreement. This Contract was entered into on January 08, 2025. The change in the fee structure is as follows:

JUSTIFICATION:

A contract amendment is needed to add services for extending a 12-inch waterline from Featherline Road to WS Young Drive along Stagecoach Road, replacing an existing 8-inch line. This includes 2,000 linear feet of new design work not covered in the original scope.

Additional tasks include waterline design, erosion control (SW3P), traffic control (TCP), utility coordination, and project administration. The amendment supports critical infrastructure upgrades and coordination.

Scope of Services	Phase	Present Contract Amount (Original thru Amendment #1)	Proposed Amendment #1	Proposed Contract Amount (Original thru Amendment #1)
Waterline Design, Utility Coordination, Roadway Design & Project Administration		\$1,833,873.00	\$82,173.76	\$1,916,046.76
Total		\$1,833,873.00	\$82,173.76	\$1,916,046.76

Contracted Firm

By: Trey Neal

Signature: 

Title: Vice President

Date: 7/14/2025

City of Killeen

By: Kent Cagle

Signature: _____

Title: City Manager

Date: _____



June 26, 2025

Andrew Zagars, P.E.
City Engineer
PW-Engineering Division
3201-A S.W.S Young Drive
City of Killeen, Texas 76542-6157

***RE: Amendment Number 1 to Professional Services Agreement
Featherline Road Reconstruction Project***

Dear Mr. Zagars,

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or the “Engineer”) and the City of Killeen (the “Client” or the “City”) entered in a Professional Services Agreement dated January 8, 2025 (“Agreement”) concerning Featherline Road Reconstruction Project (“Project”).

The parties now desire to amend the Agreement to include services to be performed by Engineer for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

PROJECT UNDERSTANDING

It is Engineer’s understanding that the City would like to extend the proposed 12-inch waterline from Featherline Road to WS Young Dr along Stagecoach Rd to replace the existing 8-inch waterline. It is our understanding that the proposed waterline will tie into a stubout on the south side of WS Young Dr and will not cross Stagecoach Rd. The total length of the additional 12-inch waterline is approximately 2,000 linear feet. Kimley-Horn will be responsible for additional water line design, SW3P, and TCP services for approximately 2,000 linear feet along Stagecoach Rd as part of this Amendment. It is the Engineer’s understanding that the City has an active construction project along Stagecoach Rd within these project limits and will provide the topographic survey, SUE, and ROW boundaries collected with the Stagecoach Rd project for the Engineer’s use.

Engineer will provide the services specifically set forth below.

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SCOPE OF SERVICES

RESPONSIBILITIES OF THE CITY

In conjunction with and in order for the completion of the professional services detailed below, the City of Killeen agrees to complete the following tasks:

- Attend project coordination meetings.
- Provide As-Built plans and design files for previous projects along Stagecoach Rd, WS Young Dr, and Featherline Rd
- Provide timely reviews and comments on interim and milestone submittals in order for the consultant team to maintain agreed upon schedules.
- Provide plans and CAD files of topographic survey, ROW boundaries, and SUE along Stagecoach Rd.

SERVICES TO BE PROVIDED BY THE ENGINEER

The Engineer's Services consist of the services specifically described below.

1. PROJECT ADMINISTRATION AND COORDINATION

The Engineer will:

- 1.1. Perform general administrative duties associated with the Project, to include monitoring/reporting, scheduling, general correspondence, office administration, and invoicing

2. ENVIRONMENTAL SERVICES

No scope for this task is included as part of the supplemental.

3. PUBLIC INVOLVEMENT SERVICES

No scope for this task is included as part of the supplemental.

4. SCHEMATIC DESIGN SERVICES

No scope for this task is included as part of the supplemental.

5. FINAL ROADWAY DESIGN

- 5.1. Storm Water Pollution Prevention Plan (SW3P)
 - Produce Erosion Control Sheets double banked at 1"=50' scale consisting of temporary erosion and sediment control devices.
 - Identify appropriate Erosion Control Standards
- 5.2. Prepare traffic control plan to consist of:

- Construction Phasing and Sequencing
- Engineered traffic control plan (one (1) phase)
- Traffic Control Narrative
- TCP Typical section along Stagecoach Rd
- No detailed detour plan or trenching across Stagecoach Rd are included

6. DRAINAGE DESIGN SERVICES

No scope for this task is included as part of the supplemental.

7. TRAFFIC ENGINEERING SERVICES

No scope for this task is included as part of the supplemental.

8. LANDSCAPE ARCHITECTURE

No scope for this task is included as part of the supplemental.

9. ROUNDABOUT DESIGN

No scope for this task is included as part of the supplemental.

10. TRAFFIC SIGNAL DESIGN

No scope for this task is included as part of the supplemental.

11. DESIGN SURVEY SERVICES

No scope for this task is included as part of the supplemental. The City will provide topographic and boundary survey CAD files for the Engineer to use.

12. ROW ACQUISITION SERVICES

No scope for this task is included as part of the supplemental.

13. SUBSURFACE UTILITY ENGINEERING

No scope for this task is included as part of the supplemental. The City will provide SUE CAD files for the Engineer to use.

14. GEOTECHNICAL AND PAVEMENT DESIGN

No scope for this task is included as part of the supplemental.

15. WATERLINE DESIGN

It is Engineer's understanding that the City would like to extend the proposed 12-inch waterline from Featherline Road to WS Young Dr along Stagecoach Rd to replace the existing 8-inch waterline. The total length of the additional 12-inch waterline is approximately 2,000 linear feet. The existing 8-inch waterline will be abandoned in place. The Engineer will utilize the

topographic survey, SUE, and ROW boundaries provided by the City to complete the waterline design.

15.1. Prepare waterline plan and profile sheets

The engineer will prepare the following deliverables:

- PDF of the following 60% Design Plans (11"x17"):
 - Layout sheet
 - Utility Notes
 - Waterline Plan and Profile sheets
 - Waterline Detail sheets
- PDF of the following 90% Design Plans (11"x17"):
 - Layout sheet
 - Utility Notes
 - Waterline Plan and Profile sheets
 - Waterline Detail sheets
- Final Plans Submittal to contain:
 - PDF of the Final Design Plans consisting of all sheets from the 90% submittal
 - PDF of Project Manual
 - CADD files for as-builts
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16. BOUNDARY SURVEY SERVICES

No scope for this task is included as part of the supplemental.

17. UTILITY COORDINATION

The Engineer will:

- 17.1. Attend up to two (2) coordination meetings with individual utility owners to facilitate additional coordination of utility adjustments, conflict resolutions, and utility agreements. No utility relocations are anticipated.
- 17.2. Determine which utilities will conflict with proposed construction and develop Utility Conflict Matrix.
- 17.3. Update and maintain a utility layout in OpenRoads Designer. This layout shall include all existing utilities which are to remain in place or be abandoned, and all adjusted utilities. This layout will be utilized to monitor the necessity and evaluate alternatives. The engineer will utilize the layout of existing utilities as prepared, and make a determination of the following:
 - Facilities in conflict with the proposed project that are to be relocated.
 - Facilities to be abandoned in place.
 - Facilities to remain in service and in place.

18. TDLR REGISTRATION

No scope for this task is included as part of the supplemental.

19. BIDDING PHASE

No scope for this task is included as part of the supplemental.

20. AS AUTHORIZED ENVIRONMENTAL

No scope for this task is included as part of the supplemental.

The following services are not included in this Agreement at present and are specifically considered to be additional services:

- a. Construction Phase
- b. Condemnation Support
- c. Franchise Utility relocation design
- d. Construction inspection, construction staking, and material testing
- e. Appearing as an expert witness in any litigation for the City.
- f. Formal coordination with the USFWS
- g. Threatened and endangered species presence/absence surveys
- h. Section 6(f) or 4(f) analysis
- i. Historic resources survey or archeological testing, data recovery, or construction-phase monitoring
- j. Geologic Assessment
- k. Hazardous Materials Phase I or II analysis
- l. USACE Pre-Construction Notification or Individual Permit preparation
- m. USACE Nationwide Permit 14

SCHEDULE

We will provide our services as expeditiously as practicable and agreed upon execution of the contract.



FEE AND EXPENSE

Kimley-Horn will perform the tasks noted below on a lump sum (LS) basis. The services in this agreement will be billed as follows. Kimley-Horn will perform the services in either Task 9,10, or 20 upon authorization from the City.

<u>Base Services</u>			
Task 1	PROJECT ADMIN AND COORD	\$	4,393.20 LS
Task 5	FINAL ROADWAY DESIGN	\$	19,570.66 LS
Task 15	WATERLINE DESIGN	\$	48,743.60 LS
Task 17	UTILITY COORDINATION	\$	9,466.30 LS
	Total	\$	82,173.76 LS

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. For hourly not to exceed tasks, labor fee will be billed on an hourly basis according to our then-current rates.

For all tasks, direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at cost. All permitting, application, and similar project fees will be paid directly by the Client.

Payment will be due within 30 days of your receipt of the invoice.

CLOSURE

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

Please email all invoices to: _____

Please copy: _____

Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact us at (512) 418-1771 should you have any questions regarding this agreement.

Sincerely,



Sam Lundquist, P.E.
Project Manager
TBPE F-928



Attachments: Hourly Rate Schedule

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	Rate
Analyst I	\$150 - \$200
Analyst II	\$200 - \$260
Professional	\$260 - \$300
Senior Professional I	\$305 - \$365
Senior Professional II	\$380 - \$440
Senior Technical Support	\$130 - \$320
Technical Support	\$120 - \$190
Support Staff	\$100 - \$170

Effective through June 30, 2026

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract