



July 1, 2025

Cody Maberry  
Director of Community Services, City of Keller  
P.O. Box 770, Keller, Texas 76244  
817-743-4002  
cmaberry@cityofkeller.com

Re: Amendment Number 01 to Professional Services Agreement

Dear Mr. Maberry:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") and the City of Keller ("City") entered in a Professional Services Agreement dated May 30, 2024 ("Agreement") concerning FM 1709 Median – Beautification Project ("Project").

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

Consultant will provide the services specifically set forth below.

- 6.1. Meetings
  - Kimley-Horn will attend one (1) preconstruction meetings and seven (7) construction progress meetings with the City and the Contractor to review the status of the construction and coordinate upcoming work or any outstanding items. (Kimley-Horn design staff to participate under Task 5 of Professional Services Agreement)
- 6.2. Request for Reimbursement Support
  - Kimley-Horn will assist the City with compiling and reviewing the following monthly documentation, as needed, for TxDOT submission. This scope assumes seven (7) each of the following documents will be required for submission.
    - Billing Statement
    - Project Worksheet
    - Proof of Payment to Contractor
    - Supporting Documentation (Project Schedule, Quantity Measurement and Calculations)
- 6.3. Notice to Proceed
  - Kimley-Horn will prepare (1) one Notice to Proceed document and issue to the Contractor.
- 6.4. Contract Time Statement
  - Kimley-Horn will prepare a Contract Time Statement (TxDOT Form 252 or LG equivalent) monthly for TxDOT submission. This scope assumes seven (7) contract time statements.
- 6.5. Bulletin Board Checklist
  - Kimley-Horn will review the Bulletin Board installed by the Contractor for contract conformance and will assist the City with preparing checklist for TxDOT submission.

- 6.6. Change Orders
  - Kimley-Horn may recommend Change Orders to the City and will review and make recommendations related to Change Orders submitted or proposed by the Contractor. Kimley-Horn will coordinate change order review to arrange for the appropriate parties to receive the submitted information from the Contractor, reviewers to respond in the required time, any questions are addressed, and all submitted items are properly documented. This scope assumes up to two (2) change orders during construction.
- 6.7. Storm Water Pollution Prevention Plan (SWPPP) and Barricade Observation Walkthrough
  - Kimley-Horn will participate in SWPPP and Barricade walkthroughs with the City and the Contractor. The scope assumes the following:
    - Assumes up to thirty (30) walkthroughs to observe SWPPP.
    - Assumes up to fourteen (14) walkthroughs to observe Barricades.
  - Kimley-Horn observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation.
- 6.8. Daily Reports
  - Kimley-Horn will perform daily site visits. Site observation will be scheduled based on contractor activities at the site. Site visits will follow the guidelines established in the original contract for engineering services for this project. Site visits will be documented with observation reports to include a description of work in progress and any observations of construction issues that may require attention. (Kimley-Horn design staff to participate under Task 5 of Professional Services Agreement)
    - Assumes daily site visits during seven (7) months of construction.
  - Kimley-Horn will not supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Kimley-Horn does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.
- 6.9. Contractor Labor Interviews
  - Kimley-Horn will participate in Contractor Labor Interviews and assist the City with preparation of TxDOT Form 2200.
    - The scope assumes nine (9) labor interviews.
- 6.10. City, Contractor, and TxDOT Coordination
  - Kimley-Horn will perform coordination with City staff, the Contractor, and TxDOT on an as-needed basis regarding project documentation, the project schedule, and known project issues. The purpose of this coordination will be to facilitate communication and resolution of outstanding items to promote progress of the project during construction.
- 6.11. Final Notice of Acceptability of the Work
  - Kimley-Horn will coordinate a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. This scope includes one (1) final completion walk through and preparation of one (1) final completion letter. (Kimley-Horn design staff to participate under Task 5 of Professional Services Agreement)
- 6.12. Limitation of Responsibilities

- Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of endeavoring to provide the City a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
- Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The City agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the City and Kimley-Horn for all claims and liability arising out of job site accidents; and that the City and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.

We will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

#### Services Not Included:

Any other service not listed, including but not limited to the following, are not included in this contract amendment.

- Materials testing will be provided by the construction contractor.
- Materials testing coordination will be provided by the construction contractor.
- Specialized testing/inspection.

For the services set forth above, City shall pay Consultant on a labor fee plus expense basis with the maximum labor fee shown below.

Task Number & Name		Fee	Type
6	Name of Task	\$335,000	Hourly, Not-to-Exceed
Total		\$335,000	

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Signed: 

Printed Name: Katherine Utecht, PLA

Title: Project Manager  
 AGREED AND ACCEPTED:



Bradley J. Hill

Regional Contract Lead



THE CITY FO KELLER

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

Title: \_\_\_\_\_

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