

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

FIRST AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND DEH CONSULTING, LTD.
[CONTRACT NO. 6399]

THIS FIRST AMENDMENT TO CONTRACT 6399 (“Amendment”) by and between the City of Denton, Texas (“City”) and DEH Consulting, Ltd. (“Contractor”);

The CITY deems it necessary to further expand the goods/services provided by CONTRACTOR to the CITY;

NOW THEREFORE,

- **SECTION 1 EMPLOYMENT OF DESIGN PROFESSIONAL**

The Owner hereby contracts with the Design Professional, a licensed Texas engineer, as an independent contractor. The Design Professional hereby agrees to perform the services in conjunction with the Downtown Storm Sewer Improvements Trunk Line, South Bell, Oak Street Systems, and Hickory Street Driveway Relocation project as described herein and in the Proposal (**Exhibits 5 and 6**), the General Conditions (**Exhibit 4**), and other attachments to this Agreement that are referenced in Section 4. The Project shall include, but shall not be limited to, the following major components (for a more precise or comprehensive description of the Scope, refer to **Exhibits 5 and 6**, Attachment A):

- I. Site Visits, Meeting, and Project Management
- II. Base Mapping
- III. Conceptual Layout
- IV. Storm Sewer Pipe Design Calculations and Capacity Verification
- V. Preliminary Engineering Plans
- VI. Final Engineering Plans
- VII. Bid Documents
- VIII. Construction Services and Record Drawings

- **SECTION 2 COMPENSATION AND SCHEDULE** shall be amended to read:

Total compensation for the Design Professional contemplated under the terms of this agreement **shall be a total not-to-exceed \$129,380** for all services including reimbursable expenses. The Owner shall compensate the Design Professional as follows:

- **2.1 BASIC SERVICES, 2.1.1** For Basic Services the total compensation shall be a lump sum amount of:

Basic Services – Original

Trunk Line Storm Sewer Improvements	\$57,416
South Bell Storm Sewer Improvements	\$40,529
Oak Street Storm Sewer Improvements	\$14,635

Basic Services – Additional

Trunk Line Storm Sewer Improvements	\$5,740
South Bell Storm Sewer Improvements	\$4,015
Oak Street Storm Sewer Improvements	\$1,490
Hickory Street Driveway Relocation	\$4,750

- **2.2 ADDITIONAL SERVICES, 2.2.1** No additional services are anticipated for this project. If Additional Services are requested by the Owner, Compensation for Additional Services shall be based on actual services authorized and performed with lump sum or maximum not to exceed subtotals depending on the service provided. The calculation of Additional Services shall be based on the schedule for the hourly rates attached as **Exhibits 5 and 6, Attachment C**.

2.2.2 Compensation for Additional Services of consultants, including additional structural, mechanical and electrical engineering services, geotechnical services, right-of-way services, etc. shall be based on multiple of 1.1 times the amounts billed to the Design Professional for such additional services.

For Additional Services the total compensation shall not exceed the following amounts:

Additional Services – Original

Trunk Line Storm Sewer Improvements	\$357
South Bell Storm Sewer Improvements	\$252
Oak Street Storm Sewer Improvements	\$ 91

Additional Services – Additional

Trunk Line Storm Sewer Improvements	\$25
South Bell Storm Sewer Improvements	\$20
Oak Street Storm Sewer Improvements	\$10
Hickory Street Driveway Relocation	\$50

• **SECTION 4 ENTIRE AGREEMENT**

This Agreement includes this executed agreement and the following documents all of which are attached hereto and made a part hereof by reference as if fully set forth herein:

- Exhibit 1 Certificate of Interested Parties Electronic Filing.
- Exhibit 2 City of Denton Insurance Requirements for Consultants/Contractors.
- Exhibit 3 Conflict of Interest Questionnaire.
- Exhibit 4 City of Denton General Conditions to Agreement for Architectural or Engineering Services.
- Exhibit 5 The Design Professional’s Proposal – Basic Services
 - Attachments A through E:
 - Attachment A – Scope of Services and project schedule
 - Attachment B – Cost of Services
 - Attachment C – Standard Rate Schedule
 - Attachment D- Projected hours and costs for each project’s tasks
 - Attachment E- Conceptual Opinion of Probable Costs
- Exhibit 6 The Design Professional’s Proposal – Additional Basic Services
 - Attachments A through C:
 - Attachment A – Scope of Services and Project Schedule
 - Attachment B – Cost of Services
 - Attachment C – Standard Rate Schedule

All other provisions of the contract 6399, as heretofore amended, remain in full force and effect.

IN WITNESS WHEREOF, the CITY and the CONTRACTOR, have each executed this Amendment, by and through their respective duly authorized representatives and officers on this date 5/21/2018.

“CITY”

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: 
E806C9C4BEF048C...
CINDY ALONZO, SENIOR BUYER

“CONTRACTOR”

DEH CONSULTING, LTD.
A Corporation

By: 
3F1E15CAEFA740C... Partner
AUTHORIZED SIGNATURE, TITLE

EXHIBIT 6

**ATTACHMENT "A"
SCOPE OF SERVICES
PROFESSIONAL ENGINEERING AGREEMENT**

CITY OF DENTON DOWNTOWN STORM SEWER IMPROVEMENTS

BASIC SERVICES - Additional Services

PROJECT DESCRIPTION

Scope of Basic Services for this project generally includes preparation of detailed plans for City of Denton Downtown Storm Sewer Improvements to address flooding in the downtown Denton area. Basic Services also includes preparation of Conceptual Layouts, storm sewer pipe design calculations and capacity verification, bid documents, and construction services.

GENERAL

A. Basis for Scope of Services - Additional

The following assumptions were used by the ENGINEER for the preparation of the scope of services for the project:

1. Project will be designed and constructed in accordance with the City of Denton Standard Specifications and the Drainage Design Criteria Manual, July 2013.
2. Majority of the right-of-way acquisition for the project is in place. Right-of-way or easement preparation and acquisition that may be required will be the responsibility of the Owner. ENGINEER will identify any necessary right-of-way or easement requirements in the Schematic plan phase and provide an electronic AutoCAD drawing of the location and configuration of the easements/ROW to the Owner for use in preparation of easement documents.
3. All field surveying will be conducted by the City of Denton and will be provided to the ENGINEER in AutoCAD 2009 format, or an earlier version along with an ASCII data file. Field survey will supplement aerial topographic mapping to be provided by the City.
4. General notes and technical specifications will be limited to those necessary for Contractor to construct the necessary improvements. Traffic control plans will not be prepared as part of this project.
5. Basic Utility relocation plans will be prepared by the ENGINEER as part of Basic Services.

V. Preliminary Engineering Plans - Additional Services

ENGINEER will use information obtained from the City along with surveying ASCII File Data to develop a preliminary engineering plan drawing showing expected layout of drainage structures and channel improvements. ENGINEER assumes that as-built utility drawings are readily available for this project and if this information is not available, ENGINEER will require additional fees to obtain this information. ENGINEER requires that all site plan, any geotechnical information, and surveying information necessary to complete the design will be provided to ENGINEER in AutoCAD 2009 format, or an earlier version along with an ASCII data file.

ENGINEER will develop a design for Phase I (McKinney Street to Hickory Street) and Phase II (Hickory Street to Sycamore Street) of one proposed alternative chosen by the City per project site, as listed above. Driveway Relocation Plans for Hickory Street near the railroad will also be included in the Additional Services.

This design will include proposed horizontal and vertical alignments. Plan sheet(s) shall be prepared at a 1" = 20' scale and contain topographic information, existing right-of-way and easements, existing underground utilities at locations of conflict, existing fences, locations of surface features, baselines, trees, and other pertinent existing features. The plans shall show demolition, proposed storm sewer piping, curb inlets, drop inlets, utility relocation, contours and grading where necessary, limits of structures, limits of retaining walls, if any, drainage structures including pipes and culverts, limits of barriers, and any other information necessary for construction. Profiles at 1" = 20' horizontal scale and 1" = 4' vertical scale will contain existing ground lines at proposed profile grade line, limits of structures, and profile elevations at 25-foot intervals. If practicable, ENGINEER will prepare profiles at a 1' = 1' or 1" = 2' vertical scale where the profile can fit within the standard engineering drawing sheet.

ENGINEER will prepare an Erosion and Sediment Control Plan.

Any title sheet, if required for City of Denton approval shall be prepared. Storm Sewer piping horizontal and vertical control and horizontal curve data will be shown on the plans. Details will be developed as necessary, including storm sewer and culvert details, drainage, utility, erosion control, and miscellaneous details to describe the various types of construction when City of Denton has no pertinent standard details available.

ENGINEER will submit two (2) sets of preliminary drawings at 70 percent complete for City review. Project quantities and opinion of costs will be calculated and tabulated based on the preliminary design for use by the City.

The cost for storm sewer improvements per preliminary plans shall be a preliminary Engineer's opinion of cost. The costs will necessarily be a range of costs due to lack of detailed engineering design. Therefore, the actual cost of the final alternative may vary somewhat from the cost developed as part of this task.

VI. Final Engineering Plans - Additional Services

ENGINEER will meet with the City to review and discuss the results of the preliminary plan review, as necessary.

ENGINEER will incorporate any comments from the City and utilities of the preliminary plan review in the preparation of final construction plans, and revise the preliminary quantities per changes in the final design and review for inclusion in the final plans.

ENGINEER will submit two (2) sets of final construction plans, detailed drawings, and specifications to the City for approval. ENGINEER will address any comments from the City and revise the documents for re-submittal.

ENGINEER will provide up to two sets of hard copies of completed approved plans for construction and one set of reproducibles.

Preparation of Storm Water Pollution Prevention Plan (SWPPP), NOI, or NOT is not included or anticipated as part of this contract.

VII. Bid Documents- Additional Services

ENGINEER will calculate bid quantities for construction and incorporate the quantities in a bid document with specifications and bidding instructions.

VIII. Construction Services and Record Drawings- Additional Services

ENGINEER will attend the Pre-construction meeting at the City. ENGINEER will make up to 12 site visits during construction to assess progress and adherence to plans and specifications. ENGINEER will review all shop drawings, testing results, and pay estimates on behalf of the City. ENGINEER will provide brief correspondence after each review or site visit. Provide hard copy and PDF's of record drawings for City files, based on marked up plans provided by the City of Denton after construction is complete. In the event that construction differs significantly from the approved construction plans, the ENGINEER reserves the right to negotiate a revised fee for preparation of the record drawings.

SPECIAL SERVICES TO BE PROVIDED BY ENGINEER

None Anticipated

ITEMS TO BE PROVIDED BY THE CITY OF DENTON

The City or the city's designee will provide or make available to, or assist the ENGINEER in obtaining the following services, information and material upon request:

1. Available past studies, correspondence, material, and mapping relative to the project.
2. Aerial topographic data in electronic format, compatible with AutoCAD 2009.
3. Field survey of existing conditions, showing spot elevations, contours, and physical features within the limits of the project.
4. Copies of construction plans, and plats for the developed property adjacent to the project.
5. Assistance in obtaining data from third party sources which is available to the City at no cost to the ENGINEER.
6. Current City of Denton Standard Details, Specifications and/or Contract Document data.

PROJECT SCHEDULE

The schedule to complete engineering services task by ENGINEER is according to breakdown:

<u>Task V</u> - Preliminary Engineering Plans	8 weeks	per Phase
<u>Task VI</u> - Final Plans	2 weeks	upon approval of preliminary plans
<u>Task VII</u> - Bid Documents	1.5 weeks	per Phase
<u>Task VIII</u> - Construction Services & Record Drawings	12 months	

Note: Scheduled time to complete each item is from the time each task is authorized by City of Denton. If more than one task is authorized such that there is overlap in the tasks, the time to complete the tasks shall be cumulative. Time frames will not commence until written authorization is given.

**EXHIBIT 6, ATTACHMENT "B":
COST OF SERVICES
PROFESSIONAL ENGINEERING AGREEMENT**

CITY OF DENTON DOWNTOWN STORM SEWER IMPROVEMENTS

A. BASIC SERVICES - Additional

Compensation for engineering services performed by ENGINEER within the scope identified in EXHIBIT A, shall be billed monthly on a percentage of the lump sum basis as per the following task breakdown:

HICKORY CREEK STORM SEWER TRUNK LINE

1. Labor

<u>Task V</u> – Preliminary Engineering Plan	\$ 4,400
<u>Task VI</u> – Final Engineering Plans	\$ 400
<u>Task VII</u> - Bid Documents	\$ 400
<u>Task VIII</u> – Construction Services	\$ 540

2. Direct Expenses

Direct Expenses such as printing, reproductions, automobile mileage, delivery/courier services, etc. will be reimbursed to the ENGINEER at his direct invoice expense plus 10% with a not to exceed amount of:

\$ 25

Sub-Total \$ 5,765

SOUTH BELL STORM SEWER IMPROVEMENTS

1. Labor

<u>Task V</u> – Preliminary Engineering Plan	\$ 3,050
<u>Task VI</u> – Final Engineering Plans	\$ 300
<u>Task VII</u> - Bid Documents	\$ 280
<u>Task VIII</u> – Construction Services	\$ 385

2. Direct Expenses not to exceed amount of: \$ 20

Sub-Total \$ 4,035

OAKLAND STREET STORM SEWER IMPROVEMENTS1. Labor

<u>Task V</u> – Preliminary Engineering Plan	\$ 1,050
<u>Task VI</u> – Final Engineering Plans	\$ 200
<u>Task VII</u> - Bid Documents	\$ 100
<u>Task VIII</u> – Construction Services	\$ 140

2. Direct Expenses not to exceed amount of: \$ 10

Sub-Total \$ 1,500

HICKORY STREET DRIVEWAY RELOCATION1. Labor

<u>Task V</u> – Preliminary Engineering Plan	\$ 3,900
<u>Task VI</u> – Final Engineering Plans	\$ 500
<u>Task VII</u> - Bid Documents	\$ 200
<u>Task VIII</u> – Construction Services	\$ 150

2. Direct Expenses

Direct Expenses such as printing, reproductions, automobile mileage, delivery/courier services, etc. will be reimbursed to the ENGINEER at his direct invoice expense plus 10% with a not to exceed amount of:

\$ 50

Sub-Total \$ 4,800

TOTAL (BASIC SERVICES) - Additional \$ 16,100

FUTURE ADDITIONAL SERVICES:

Work performed by the ENGINEER outside the scope identified in EXHIBIT A, Scope of Basic Services, shall be considered Additional Services. No Additional Services are anticipated for this project. The ENGINEER will be reimbursed for Additional Services, should they be requested, as described below:

1. Labor

ENGINEER shall be reimbursed on the basis of negotiated fees for each item of service provided, as mutually agreed to by the ENGINEER and City; or labor of personnel employed by the ENGINEER will be reimbursed on an hourly basis in accordance with exhibit C, Standard Rate Schedule.

2. Direct Expenses

Direct Expenses such as printing, reproductions, automobile mileage, deliver/courier services, etc. will be reimbursed to the ENGINEER at his direct invoice expense, plus 10%. Where appropriate, a not-to-exceed amount will be established and agreed to for each item of service provided.

EXHIBIT 6, ATTACHMENT C

DEH CONSULTING, LTD STANDARD RATE SCHEDULE

RATE CHART

Engineering

- Administrative Assistant \$40
- Engineering Technician... \$80
- Registered Engineer... \$145

Surveying

- Survey Crew... \$135
- Survey Technician... \$75
- Registered Surveyor... \$100

Schedule of Reimbursables

Auto Mileage	\$ 0.54 per mile, where applicable
Reproduction and printing	cost plus 10%
Deliveries	cost plus 10%

Certificate Of Completion

Envelope Id: F26A05EF8A274AB698798A1067F1AB15	Status: Completed
Subject: Please DocuSign: First Amendment Downtown Storm Sewer Design Project.pdf	
Source Envelope:	
Document Pages: 11	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Cindy Alonzo
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	Cynthia.Alonzo@cityofdenton.com
	IP Address: 129.120.6.150

Record Tracking

Status: Original	Holder: Cindy Alonzo	Location: DocuSign
5/21/2018 10:05:11 AM	Cynthia.Alonzo@cityofdenton.com	

Signer Events

Dale Hoelting
d.hoelti@verizon.net
Partner
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

3F1C15CAEFA740C...

Using IP Address: 72.16.225.18

Timestamp

Sent: 5/21/2018 10:08:34 AM
Viewed: 5/21/2018 10:16:51 AM
Signed: 5/21/2018 10:17:36 AM

Electronic Record and Signature Disclosure:
Accepted: 5/21/2018 10:16:51 AM
ID: 6c4a52de-b014-477b-8522-b99137adc31e

Cindy Alonzo
cynthia.alonzo@cityofdenton.com
Senior Buyer
City of Denton
Security Level: Email, Account Authentication (None)

DocuSigned by:

EB6CC3C4BEF0496...

Using IP Address: 129.120.6.150

Sent: 5/21/2018 10:17:37 AM
Viewed: 5/21/2018 10:18:12 AM
Signed: 5/21/2018 10:18:42 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Annie Bunger
Annie.Bunger@cityofdenton.com
Security Level: Email, Account Authentication (None)

COPIED

Sent: 5/21/2018 10:18:43 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Jennifer Bridges jennifer.bridges@cityofdenton.com Procurement Assistant City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/21/2018 10:18:44 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/21/2018 10:18:44 AM
Certified Delivered	Security Checked	5/21/2018 10:18:44 AM
Signing Complete	Security Checked	5/21/2018 10:18:44 AM
Completed	Security Checked	5/21/2018 10:18:44 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Denton

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.