

ORDINANCE NO. 21-017

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DENTON AND HALFF ASSOCIATES, INC., AMENDING THE CONTRACT APPROVED BY CITY COUNCIL ON NOVEMBER 6, 2018, IN THE NOT-TO-EXCEED AMOUNT OF \$837,900.00; AMENDMENTS 1 AND 2 WERE APPROVED BY PURCHASING STAFF; SAID THIRD AMENDMENT TO PROVIDE ADDITIONAL SURVEYING AND ENGINEERING SERVICES IS NECESSARY FOR THE DESIGN OF THE WATER MAINS, SANITARY SEWERS, STORM SEWERS, AND CULVERTS IN ELM STREET AND LOCUST STREET, AND A DRAINAGE STUDY OF NORTH PECAN CREEK AND PECAN CREEK; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 6590-041 – PROVIDING FOR AN ADDITIONAL THIRD AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED \$177,840.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$1,056,040.00).

WHEREAS, on November 6, 2018, by Ordinance No. 18-1662, the City awarded a contract to Halff Associates, Inc. in the amount of \$872,200.00 to provide professional engineering services; and

WHEREAS, on June 19, 2019, Purchasing approved the First Amendment to Halff Associates, Inc. in the amount of \$40,300.00 to include Austin Street Utilities (Water and Sanitary Sewer) on the Locust Street and Elm Street Water, Wastewater and Drainage Improvement Project; and

WHEREAS, on May 13, 2020, Purchasing approved the Second Amendment with Halff Associates, Inc. to allow a 5% billing rates reduction from April to June 2020; and

WHEREAS, the additional fees under the proposed Third Amendment are fair and reasonable and are consistent with and not higher than the recommended practices and fees applicable to the Provider's profession and such fees do not exceed the maximum provided by law; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The Third Amendment, increasing the amount of the contract between the City and Halff Associates, Inc., which is on file in the office of the Purchasing Agent, in the amount of One Hundred Seventy-Seven Thousand Eight Hundred Forty and 00/100 (\$177,840.00) Dollars, is hereby approved and the expenditure of funds therefor is hereby authorized in accordance with said amendment. The total contract amount increases to \$1,056,040.00.

SECTION 2. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by Paul Meltzer and seconded by John Ryan, the ordinance was passed and approved by the following vote [7 - 0]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Birdia Johnson, District 1:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Connie Baker, District 2:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jesse Davis, District 3:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
John Ryan, District 4:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deb Armintor, At Large Place 5:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Paul Meltzer, At Large Place 6:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PASSED AND APPROVED this the 12th day of January, 2021.



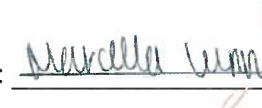
 GERARD HUDSPETH, MAYOR

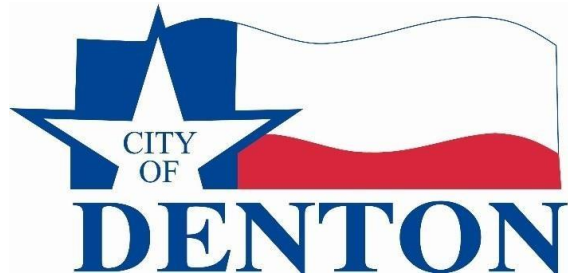
ATTEST:
 ROSA RIOS, CITY SECRETARY

BY:  _____



APPROVED AS TO LEGAL FORM:
 AARON LEAL, CITY ATTORNEY

BY:  _____
Digitally signed by Marcella Lunn
 DN: dc=com, dc=cityofdenton, dc=codad,
 ou=Department Users and Groups, ou=General
 Government, ou=Legal, cn=Marcella Lunn,
 email=Marcella.Lunn@cityofdenton.com
 Date: 2021.01.04 09:57:47 -0600



DocuSign City Council Transmittal Coversheet

PSA	6590-041
File Name	Elm and Locust Water, Wastewater and Drainage Improvement
Purchasing Contact	Laura Hermosillo
City Council Target Date	January 12, 2021
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	21-017

**THIRD AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND HALFF ASSOCIATES, INC.
FILE 6590-041**

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS THIRD AMENDMENT TO CONTRACT 6590-041 (“Amendment”) by and between the City of Denton, Texas (“City”) and Halff Associates, Inc. (“Consultant” or “Halff”); to that certain contract executed on November 6, 2018, in the original not-to-exceed amount of \$837,900 (the “Original Agreement”); amended on June 19, 2019 in the additional amount of \$40,300 aggregating a not-to-exceed amount of \$878,200 (the “First Amendment”); amended on May 13, 2020 (the “Second Amendment”) (collectively, the Original Agreement, the First Amendment, and the Second Amendment are the “Agreement”) for services related to the design of Locust and Elm Street Water, Wastewater and Drainage Improvement Project;

WHEREAS, the City deems it necessary to further expand the services provided by Consultant to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount \$177,840 with this Amendment for an aggregate not-to-exceed amount of \$1,056,040; and

FURTHERMORE, the City deems it necessary to further expand the goods/services provided by Consultant to the City;

NOW THEREFORE, the City and Consultant (hereafter collectively referred to as the “Parties”), in consideration of their mutual promises and covenants, as well as for other good and valuable considerations, do hereby AGREE to the following Amendment, which amends the following terms and conditions of the said Agreement, to wit:

1. The additional services described in Exhibit “A” of this Amendment, attached hereto and incorporated herein for all purposes, for professional services related to the Locust and Elm Street Water, Wastewater and Drainage Improvement Project, are hereby authorized to be performed by Consultant. For and in consideration of the additional services to be performed by Consultant, the City agrees to pay, based on the cost estimate detail attached as Exhibit “A” to this Amendment, a total fee, including reimbursement for non-labor expenses an amount not to exceed \$177,840.

- 2. This Amendment modifies the Agreement amount to provide an additional \$177,840 for the additional services with a revised aggregate not to exceed total of \$1,056,040.

The Parties hereto agree, that except as specifically provided for by this Amendment, that all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in the Agreement remain in full force and effect.

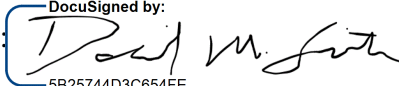
IN WITNESS WHEREOF, the City and the Consultant, have each executed this Amendment electronically, by and through their respective duly authorized representatives and officers on this date 01/12/2021.

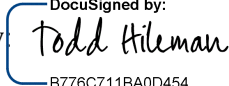
“CONSULTANT”

“CITY”

HALFF ASSOCIATES, INC.


CITY OF DENTON, TEXAS
A Texas Municipal Corporation


By: 
5B25744D3C6654FE...
Public Works Team Leader
AUTHORIZED SIGNATURE, TITLE

By: 
B778C711BA0D454...
TODD HILEMAN, CITY MANAGER

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

ATTEST:
ROSA RIOS, CITY SECRETARY

By: 
02051D0D427E4E5...

By: 
1C5CA8C6E175493...

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational
obligations and business terms.



CE9F2B4E4B6745F...
SIGNATURE Rebecca Diviney
PRINTED NAME
Director of Capital Projects/City Engineer
TITLE
Engineering/Capital Projects
DEPARTMENT

Exhibit A

AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT

ADDITIONAL SERVICES

**Locust Street and Elm Street
Water, Wastewater and Drainage Improvement Project
FILE 6590-041**

This amendment is to add engineering and survey services for the following additional scope of work:

1. Geotechnical Engineering

The Consultant shall engage CMJ Engineering, Inc. to evaluate subsurface conditions. A total of two (2) sample borings to a depth of thirty (30) feet below existing grades will be taken. An engineering report will be prepared to present the results of the field and laboratory data together with analyses of the results and recommendations. The report will address:

- General soil and ground-water conditions
- Recommendations for foundation type, depth and allowable loading
- Foundation construction requirements
- Recommended lateral pressures and sliding coefficient for the design of retaining structures
- An evaluation of the swell characteristics of the subgrade soils
- Global stability analysis of proposed wall geometry
- Earthwork recommendations

The City will pay 110% of the subconsultant's fee to the Consultant

2. Project Coordination

The Consultant shall:

- Communicate effectively
- Coordinate internally and externally as needed
- Proactively address issues with the City's project manager and others as necessary to make progress on the work
- Conduct project meetings as necessary
- Provide schedule updates
- Ensure quality control is practiced in performance of the work

3. Structural Design

The Consultant shall prepare structural details for the design of a special storm drain junction box. The junction box will connect the existing drainage

structure at North Pecan Creek and Locust Street to the proposed cast-in-place culverts.

4. Retaining Wall Design

The Consultant shall prepare construction plans for retaining walls on North Pecan Creek at Locust Street and Elm Street. Standard TxDOT cast-in-place retaining wall details will be utilized.

5. Culvert Alternate Alignments

The Consultant shall prepare alternate culvert alignments for North Pecan Creek at Locust Street and Elm Street. Exhibits of alternate alignments shall be prepared to facilitate discussion with City staff. Comments shall be addressed and incorporated into the alignments. Final alignments shall be incorporated into the construction plans.

6. Culvert Grading Plan

The Consultant shall prepare a grading plan for the pavement replacement necessary for the culvert installation at North Pecan Creek and Locust Street.

7. Channel Access Ramp

The Consultant shall revise the design at North Pecan Creek to provide an access ramp down to the existing channel. Location shall be coordinated with City staff.

8. Texas Department of Transportation (TxDOT) Coordination

The Consultant shall prepare necessary permit forms for submittal to TxDOT. Locust Street and Elm Street construction plans and application shall be submitted to TxDOT for approval. Plans shall be revised to address TxDOT comments.

9. Easement Documents

A total of seven (7) permanent and four (4) temporary construction easements may be required to construct the proposed culverts at North Pecan Creek and Locust Street and Elm Street. Upon approval of the easement size and location, Consultant shall survey, render field notes, and prepare individual exhibits for the easement parcels.

(1) Individual Exhibit for each parcel shall be prepared to contain the following

- Area required
- Parcel number

- Property owner name, mailing address, and volume and page of deed
 - Existing easements
 - Exhibits will be drawn to scale
 - All of the above shall be placed on one page of 8-1/2" x 11" paper and signed and sealed by a Texas Registered Professional Land Surveyor
- (2) Legal descriptions for each parcel shall reference the volume, page, and owner of the parent tract and shall be incorporated into a standard City of Denton conveyance document. Individual parcels will be cross-referenced on the plans.
- (3) Submit easement documents to the City and make necessary corrections
- (4) Upon approval of the easements by the City, and if required, Halff shall stake and flag the easement for inspection by the appraiser and property owner. The documents, including legal description, shall be furnished to the City in Microsoft Word and PDF format.

10. Easement Acquisition Services

A. Project Administration

1. Communication
 - a. Maintain status reports of all parcel and project activities and provide weekly to City.
 - b. Provide schedule of all areas of work indicating anticipated start and end dates.
 - c. Attend weekly status meetings.
 - d. Prepare initial property owner contact list for use by City in distribution of ROW Consultant introduction letters.
 - e. ROW Consultant will visit project site with City Personnel.
2. File Management
 - a. Project and parcel files will be kept at the City. Working files will be kept in the ROW Consultant's project administrative office, but documents generated or received by the ROW Consultant will be forwarded to the City as they are generated or received by the ROW Consultant.
 - b. Prepare invoices utilizing City standard payment submissions forms with supporting documentation.

- c. Maintain records of all payments including warrant/check number, amount, and date paid, etc.
- d. Maintain copies of all correspondence and contacts with property owners.

B. Negotiation Services

1. Secure preliminary title commitment or preliminary title search and 5-year sales data from the title company that will be providing title insurance.
2. The charges from the Title Company for the preliminary title commitments will be paid by the City and are not be included in the Consultant's negotiated fee schedule.
3. Secure title commitments updates in accord with insurance rules and requirements for parcel payment submissions. The charges from the Title Company for the update of the title commitment will be paid by City and should not be included in the Consultant's negotiated fee schedule.
4. Secure title insurance for all parcels acquired, insuring acceptable title to City. Written approval by City required for any exception. The charges from the Title Company for the update of the title insurance will be paid by City and should not be included in the Consultant's negotiated fee schedule.
5. The curative services necessary to provide clear title to the City is the responsibility of the Consultant and is to be included in the negotiated fee schedule for this service. Note: the Consultant's curative services do not include cost/expenses that qualify as payment of incidental expenses to transfer real property to the City.
6. The Consultant has the responsibility of direct contact with the Title Company to obtain an updated title commitment along with other forms and certified copy of the instrument of conveyance when requesting the Parcel Payment from the City.
7. The Consultant provides closing services in conjunction with the Title Company and at the discretion of the City may be required to attend closings.
8. Any fee related to obtaining certified court documents and fees for recording same which are not collected at the closing of the parcel shall be direct pass through fees.
9. Consultant shall cause the recordation of all original instruments immediately after closing at the respective County Clerk's Office. The cost of recording fees and filing fees are paid by the City and should not be included in the Consultant's negotiated fee schedule.

10. Analyze appraisal and appraisal review reports and confirm City's approved value prior to making offer for each parcel.
11. Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.
12. Prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).
13. Prepare the initial offer letter, memorandum of agreement, instruments of conveyance, and any other documents required or requested by City on applicable forms.
14. Contact each property owner or owner's designated representative, to present the written offer in person where practical, and deliver appraisal report and required brochures. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
15. Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer. Maintain original signed Receipt of Appraisal for billing purposes.
16. Respond to property owner inquiries verbally and in writing within two business days.
17. Prepare a separate negotiator contact report for each parcel per contact on approved form.
18. Maintain parcel files of original documentation related to the purchase of the real property or property interests.
19. Advise property owner on the Administrative Settlement process. Transmit to City any written counter offer from property owners including supporting documentation, and Consultant recommendation regarding Administrative Settlements in accordance with City policy and procedures.
20. Prepare final offer letter, documents of conveyance as necessary.
21. Appear and provide Expert Witness testimony as a Consultant when requested. The cost of the Consultant's expert witness testimony for trial is not part of this contract.

C. Initial Appraisal Service

1. Consultant shall engage subconsultant to provide appraisal services.
2. Appraisers should provide advance notice of the date and time of their appraisal inspections of the subject property to the Consultant's Project Administrator in order to coordinate the appraiser's inspection.

3. Secure written permission from the owner to enter the property from which real estate is to be acquired. If the Appraiser, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained in writing from the City.
4. Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel using acceptable City forms.
5. Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of the subject property. Maintain record of contact in file.
6. For the initial appraisal, prepare complete appraisal report for each parcel to be acquired. These reports shall conform to City policies and procedures along with the Uniform Standards of Professional Appraisal Practices as promulgated by the Appraisal Foundation.
7. As necessary, prepare written notification to the City of any environmental concerns associated with the right of way to be acquired, which could require environmental remediation.
8. All completed appraisals will be administratively reviewed by the City staff and recommended for approval by the City staff.
9. City staff coordinate with Consultant's review appraiser (if applicable) regarding revisions, comments, or additional information that may be required. The Consultant's review appraiser will then coordinate with the appraiser.
10. As necessary, the appraiser will coordinate with the review appraiser regarding revisions, comments, or additional information that may be required.
11. The fees for initial appraisal assignments are based on separate appraisal assignments.
12. Beyond delivery of initial appraisal assignments, the appraiser can be called to provide preparation and testimony for a Special Commissioners Hearing. For this appraisal assignment, the fee for the preparation time and testimony must be based on the hourly rate shown in the Consultant's Fee Schedule.

D. Additional Services

Additional services to be performed by Consultant, if authorized in writing by the City, which are not included in the above-described Basic Services, are described below:

1. Condemnation Support (additional service)

Consultant shall not act as the attorney for condemnation purposes. City must self perform legal services or contract with third party attorney. Consultant shall provide those support services to City or to City's attorney as described below:

a. Pre-Hearing Support

1. Request updated Title Commitment from title Company.
2. Use information from the Title Commitment to identify interested parties. *
3. Submit information packet as requested by Condemning Attorney.
4. Request update of appraisal.
5. File original petition with County Court at Law or other appropriate Court for a cause number to be assigned.
6. File Lis Pendens including the cause number with the County Clerk's Office
7. Upon assignment of a court, file the Order Appointing Commissioners with the judge, retaining a copy of the Order for the files.
8. Following appointment of Commissioners by the judge, secure Oath of Commissioners signed by the Commissioners, Order Setting Hearing and Notice of Hearing signed by the Commissioners.
9. File all originals with the court and send copies to City and Condemning Attorney.

b. Post-Hearing Support

1. File Award of the Commissioners with the court for the Judge's signature within 48 hours of hearing, unless on Friday or before a holiday when court will not be open.
2. Obtain certified copy of Award and provide to City with request for funding in amount of Award.
3. Obtain Commissioners' Fees and submit to City for payment.
4. File Award payment in registry of the court, file Notice of Deposit with the court and send certified copies to each defendant notifying

them of the date of deposit. The Date of Deposit is the Date of Take.

5. Send written notices of the date of deposit to the City and all interested parties.

* Updated Title Commitments shall be paid directly by City. Please refer to 10.B.2. Title and Closing Services.

2. Disposal of Property Services

- a. Provide a Release of Property to the City Project Manager signed by the former owner stating that all personal property has been removed and any remaining items belong to the City.
- b. Provide the City Project Manager a copy of the plat and field notes, photographs of the property in a PDF format, a copy of the appraisal, and the Release of Property form when buildings are vacant and ready for disposal. The City Project Manager will initiate the environmental surveys as needed.

3. Update Appraisal Service

- a. Appraisers should provide advance notice of the date and time of their appraisal inspections of the subject property to the Consultant's Project Administrator in order to coordinate the appraiser's inspection.
- b. Secure written permission from the owner to enter the property from which real estate is to be acquired. If the Appraiser, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained in writing from the City.
- c. Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel using acceptable City forms.
- d. Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of the subject property. Maintain record of contact in file.
- e. For an updated appraisal, prepare complete appraisal update for the parcel to be acquired. These reports shall conform to City policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

- f. As necessary, prepare written notification to the City of any environmental concerns associated with the right of way to be acquired, which could require environmental re-mediation.
- g. All completed appraisals will be administratively reviewed by the City staff and recommend for approval by the City staff.
- h. City staff coordinate with Consultant's review appraiser (if applicable) regarding revisions, comments, or additional information that may be required. The Consultant's review appraiser will then coordinate with the appraiser.
- i. As necessary, the appraiser will coordinate with the review appraiser regarding revisions, comments, or additional information that may be required.
- j. The fees for initial and updated appraisal assignments are based on separate appraisal assignments.
- k. Beyond delivery of update appraisal assignments, the appraiser can be called to provide preparation and testimony for a Special Commissioners Hearing. For this appraisal assignment, the fee for the preparation time and testimony must be based on the hourly rate shown in the Consultant's Fee Schedule.

4. Miscellaneous

- a. Testimony for Hearing(s) or appeals.
- b. Document/Form establishment.
- c. Reporting outside of typical status reports.

E. Services to be provided by the City include, but are not limited to the following:

- 1. Provide timely reviews and approval of submissions.
- 2. Process and issue all warrants for payment of approved purchase prices for each parcel, relocation payment, and incidental expense involved in the transfer of property to City in accordance with State law.
- 3. Provide a copy to the Consultant's performance evaluation at end of project or as needed throughout the project.
- 4. Initiate, coordinate, and administer environmental investigation surveys.
- 5. Pay direct costs of preliminary title commitment, updates and title insurance for all parcels acquired.

Amendment No. 3 Fee Summary

Geotechnical Investigation	\$10,100
Project Coordination	\$5,000
Structural Design of Junction Box	\$11,100
Retaining Wall Design	\$12,000
Culvert Alternate Alignments	\$15,000
Culvert Grading Plan	\$7,500
Channel Access Ramp	\$12,000
TxDOT Coordination	\$7,500
Easement Documents	\$11,500
Easement Acquisition Services	\$48,000
<u>Easement Appraisal Services</u>	<u>\$38,140</u>
Total Amendment No 3	\$177,840

Project Schedule

Geotechnical investigation shall be completed within 45 days of the executed amendment. The design elements shall be completed within 90 days of the executed amendment. Easement exhibits shall be completed within 30 days of approval of the proposed easement size and locations.

Assumptions and Exclusions

- (1) Half's services shall only include those that are normal and customary and are not represented as special services or those requiring expertise greater than that provided by other service providers
- (2) Services not identified, whether specifically noted or implied, in this proposal are considered additional services and may require a modification to the scope and an increase in the budget including but not limited to the following items:
 - Landscape and Irrigation Design
 - Design of items not listed in this scope of work
 - Design of aesthetic enhancements
 - Filing fees, pro-rate fees, permit fees, and impact fees
 - Jurisdictional Determination, Categorical Exclusion, Environmental Assessment, or Environmental Permits, unless included in the scope of work

Summary of Amended Contract

Original Contract Fee	\$837,900
Amendment No. 1	\$40,300
Amendment No. 2	\$0
Amendment No. 3	\$177,840
Amended Contract Fee	\$1,056,040

**City of Denton
 Locust Street and Elm Street Phase II
 Amendment No. 3 Level of Effort
 Half Associates AVO 34696.001**

10/14/2020

Task	Director	Team Leader	QA/QC	Project Manager	EIT	Sr. Structural Engineer	Structural Engineer	Surveyor, RPLS	2-Man Survey Crew	Survey Technician	CADD	Admin	Total	(1)	(2)	Subtotal	Total
														Total	Fees, Materials & Supplies		
Task 1: Additional Design																	
Geotechnical Engineering														\$9,200.00	\$920.00	\$10,120.00	\$10,100.00
Project Coordination	2.00	8.00		14.0									24.0	\$4,556.00	\$455.60	\$5,011.60	\$5,000.00
Structural Design of Junction Box	0.50	2.00		2.0	5.0	10.0	24.0				24.0		67.5	\$11,052.50		\$11,052.50	\$11,100.00
Retaining Wall Plan and Profile Sheets (4)	1.00	6.00		24.0	42.0						12.0		85.0	\$12,013.00		\$12,013.00	\$12,000.00
Culvert Alternate Alignments	3.00	17.00		32.0	40.0						4.0		96.0	\$14,999.00		\$14,999.00	\$15,000.00
Culvert Grading Plan Sheet (1)	0.50	2.00		16.0	32.0						3.0		53.5	\$7,496.50		\$7,496.50	\$7,500.00
Channel Access Ramp Design	1.00	8.00		24.0	42.0						8.0		83.0	\$11,973.00		\$11,973.00	\$12,000.00
TxDOT Coordination	1.00	10.00		24.0	9.0								44.0	\$7,533.00		\$7,533.00	\$7,500.00
SUBTOTAL - Task 1	9.0	53.0		136.0	170.0	10.0	24.0				51.0		453.0	\$78,823.00	\$1,375.60	\$80,198.60	\$80,200.00
Task 2: Easement Documents																	
Total Drainage Easement Documents (7 @ 3,500/EA)														\$24,500.00		\$24,500.00	\$24,500.00
Total Temporary Construction Easement Documents (4 @ 2,000/EA)														\$8,000.00		\$8,000.00	\$8,000.00
Credit for CA #1 Easement Costs														(\$21,000.00)		(\$21,000.00)	(\$21,000.00)
SUBTOTAL - Task 2														\$11,500.00	\$ -	\$11,500.00	\$11,500.00
Task 3: Easement Acquisitions																	
Title and Closing per Tract (8 @ 1,100/EA)														\$8,800.00		\$8,800.00	\$8,800.00
Negotiation per Tract (8 @ 4,900/EA)														\$39,200.00		\$39,200.00	\$39,200.00
SUBTOTAL - Task 3														\$48,000.00	\$ -	\$48,000.00	\$48,000.00
Task 4: Easement Appraisals																	
Tract 1 (assumes land and improvements)														\$5,200.00	\$520.00	\$5,720.00	\$5,720.00
Tract 2 (assumes 2 econ units - funeral home and retail bldg)														\$9,500.00	\$950.00	\$10,450.00	\$10,450.00
Tract 3 (assumes land only)														\$2,950.00	\$295.00	\$3,245.00	\$3,250.00
Tract 4 (assumes land only)														\$2,950.00	\$295.00	\$3,245.00	\$3,250.00
Tract 5 (assumes land and improvements)														\$5,200.00	\$520.00	\$5,720.00	\$5,720.00
Tract 6 (assumes land only)														\$2,950.00	\$295.00	\$3,245.00	\$3,250.00
Tract 7 (assumes land only)														\$2,950.00	\$295.00	\$3,245.00	\$3,250.00
Tract 8 (assumes land only)														\$2,950.00	\$295.00	\$3,245.00	\$3,250.00
SUBTOTAL - Task 4														\$34,650.00	\$ 3,465.00	\$38,115.00	\$38,140.00
TOTAL ADDITIONAL SERVICES	9.0	53.0		136.0	170.0	10.0	24.0				51.0		453.0	\$172,973.00	\$ 4,840.60	\$177,813.60	\$177,840.00

Exhibit ^B

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity. Half Associates, Inc.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.
Trevor Crain - City of Denton
 Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

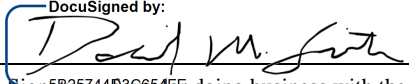
C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

Yes No

D. Describe each employment or business and family relationship with the local government officer named in this section.

N/A

4 I have no Conflict of Interest to disclose.

5 DocuSigned by:

 Signature of Vendor doing business with the governmental entity

11/23/2020

Date

Certificate Of Completion

Envelope Id: 540B31BA2B26486DBB27F3697EE0B594	Status: Completed
Subject: Please DocuSign: City Council Contract 6590-041 -- Elm and Locust W/WW and Drainage Improvements	
Source Envelope:	
Document Pages: 16	Signatures: 6
Certificate Pages: 6	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Laura Hermosillo
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	laura.hermosillo@cityofdenton.com
	IP Address: 198.49.140.104

Record Tracking

Status: Original	Holder: Laura Hermosillo	Location: DocuSign
11/20/2020 8:36:19 AM	laura.hermosillo@cityofdenton.com	

Signer Events

Laura Hermosillo
laura.hermosillo@cityofdenton.com
Senior Buyer
City of Denton
Security Level: Email, Account Authentication (None)

Signature

Completed

Using IP Address: 198.49.140.104

Timestamp

Sent: 11/20/2020 8:38:01 AM
Viewed: 11/20/2020 8:38:10 AM
Signed: 11/20/2020 8:38:12 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lori Hewell
lori.hewell@cityofdenton.com
Purchasing Manager
City of Denton
Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style
Using IP Address: 198.49.140.104

Sent: 11/20/2020 8:38:14 AM
Viewed: 11/20/2020 9:28:31 AM
Signed: 11/20/2020 9:28:52 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Marcella Lunn
marcella.lunn@cityofdenton.com
Security Level: Email, Account Authentication (None)

DocuSigned by:

02051D0D427E4E5...

Signature Adoption: Pre-selected Style
Using IP Address: 198.49.140.104

Sent: 11/20/2020 9:28:54 AM
Viewed: 11/20/2020 2:23:29 PM
Signed: 11/20/2020 2:26:25 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

David M. Smith
bmcgahey@halff.com
Public Works Team Leader
Halff Associates, Inc.
Security Level: Email, Account Authentication (None)

DocuSigned by:

5B25744D3C654FE...

Signature Adoption: Drawn on Device
Using IP Address: 173.227.66.227

Sent: 11/20/2020 2:26:28 PM
Viewed: 11/23/2020 7:43:28 AM
Signed: 11/23/2020 7:57:26 AM

Electronic Record and Signature Disclosure:
Accepted: 11/23/2020 7:43:28 AM
ID: 3b392ddc-d310-43ca-9a51-082d9dc1e429

Signer Events	Signature	Timestamp
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Rebecca Diviney
Rebecca.Diviney@cityofdenton.com
Director of Capital Projects/City Engineer
Security Level: Email, Account Authentication (None)

DocuSigned by:
Rebecca Diviney
CE9F2B4E4B6745F...
Signature Adoption: Pre-selected Style
Using IP Address: 47.222.28.222

Sent: 11/23/2020 7:57:29 AM
Viewed: 11/24/2020 5:00:51 PM
Signed: 11/24/2020 5:01:17 PM

Electronic Record and Signature Disclosure:

Accepted: 11/24/2020 5:00:51 PM
ID: e2f693e2-2d90-4d2c-b48c-3f80f6f1fe58

Cheyenne Defee
cheyenne.defee@cityofdenton.com
Contract Administrator
City of Denton
Security Level: Email, Account Authentication (None)

Completed
Using IP Address: 198.49.140.104

Sent: 11/24/2020 5:01:20 PM
Viewed: 1/13/2021 8:17:17 AM
Signed: 1/13/2021 8:17:40 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Todd Hileman
Todd.Hileman@cityofdenton.com
City Manager
City of Denton
Security Level: Email, Account Authentication (None)

DocuSigned by:
Todd Hileman
B776C711BA0D454...
Signature Adoption: Pre-selected Style
Using IP Address: 107.77.200.71
Signed using mobile

Sent: 1/13/2021 8:17:43 AM
Viewed: 1/13/2021 9:23:40 AM
Signed: 1/13/2021 9:23:44 AM

Electronic Record and Signature Disclosure:

Accepted: 7/25/2017 11:02:14 AM
ID: 57619fbf-2aec-4b1f-805d-6bd7d9966f21

Rosa Rios
rosa.rios@cityofdenton.com
City Secretary
Security Level: Email, Account Authentication (None)

DocuSigned by:
Rosa Rios
1C5CA8C5E175493...
Signature Adoption: Pre-selected Style
Using IP Address: 198.49.140.10

Sent: 1/13/2021 9:23:46 AM
Viewed: 1/13/2021 11:54:09 AM
Signed: 1/13/2021 11:54:31 AM

Electronic Record and Signature Disclosure:

Accepted: 1/13/2021 11:54:09 AM
ID: 83370ca8-e62f-4d6b-ab46-dad0984d7cbd

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Cheyenne Defee
cheyenne.defee@cityofdenton.com
Contract Administrator
City of Denton
Security Level: Email, Account Authentication (None)

COPIED

Sent: 11/20/2020 8:38:14 AM

Electronic Record and Signature Disclosure:

Carbon Copy Events	Status	Timestamp
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<p>Not Offered via DocuSign</p> <p>Sherri Thurman sherri.thurman@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid blue; padding: 5px; display: inline-block;">COPIED</div>	<p>Sent: 11/24/2020 5:01:19 PM</p>
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<p>Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid blue; padding: 5px; display: inline-block;">COPIED</div>	<p>Sent: 11/24/2020 5:01:20 PM Viewed: 11/24/2020 5:01:55 PM</p>
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<p>Zolaina Parker Zolaina.Parker@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid blue; padding: 5px; display: inline-block;">COPIED</div>	<p>Sent: 1/13/2021 11:54:33 AM</p>
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<p>Trevor Crain Trevor.Crain@cityofdenton.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid blue; padding: 5px; display: inline-block;">COPIED</div>	<p>Sent: 1/13/2021 11:54:34 AM Viewed: 1/13/2021 12:01:47 PM</p>
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<p>Tracy Holt Tracy.Holt@cityofdenton.com Administrative Assistant City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid blue; padding: 5px; display: inline-block;">COPIED</div>	<p>Sent: 1/13/2021 11:54:35 AM Viewed: 1/13/2021 11:55:38 AM</p>
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/20/2020 8:38:01 AM
Certified Delivered	Security Checked	1/13/2021 11:54:09 AM
Signing Complete	Security Checked	1/13/2021 11:54:31 AM
Completed	Security Checked	1/13/2021 11:54:35 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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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.

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