

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DENTON AND PARKHILL, SMITH & COOPER, INC., AMENDING THE CONTRACT APPROVED BY THE CITY COUNCIL ON JANUARY 11, 2022, IN THE NOT-TO-EXCEED AMOUNT OF \$1,011,665.00; SAID FIRST AMENDMENT TO PROVIDE ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES FOR THE UPDATED CONSTRUCTION SCHEDULE OF THE DEVELOPMENT PLANS FOR FIRE STATION NO. 9 FOR THE CAPITAL PROJECTS DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7818-002 – PROVIDING FOR AN ADDITIONAL FIRST AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED \$99,931.33, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$1,111,596.33).

WHEREAS, on January 11, 2022, City Council awarded a contract to Parkhill, Smith & Cooper, Inc. in the amount of \$1,011,665.00, for professional design services for Fire Station No. 9 for the Facilities Management Department; and

WHEREAS, this procurement was undertaken as part of the City’s governmental function; and

WHEREAS, the additional fees under the proposed First 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 First Amendment, increasing the amount of the contract between the City and Parkhill, Smith & Cooper, Inc., which is on file in the office of the Purchasing Agent, in the amount of Ninety-Nine Thousand Nine Hundred Thirty-One and 33/100 (\$99,931.33) Dollars, is hereby approved, and the expenditure of funds therefor is hereby authorized in accordance with said amendment which shall be effective upon the execution of the amendment attached hereto. The total contract amount increases to \$1,111,596.33.

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

The motion to approve this ordinance was made by _____ and seconded by _____. This ordinance was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Paul Meltzer, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Chris Watts, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2024.

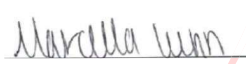
GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

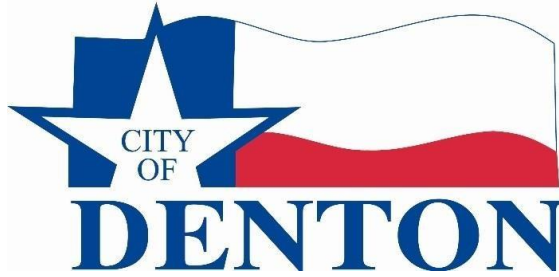
BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, 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: 2024.04.16 12:55:56 -05'00'



DocuSign City Council Transmittal Coversheet

PSA	7818-002
File Name	Fire Station #9 Design Amendment #1
Purchasing Contact	Cori Power
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

**FIRST AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND PARKHILL, SMITH & COOPER, INC.
PSA 7818-002**

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS FIRST AMENDMENT TO CONTRACT 7818-002 (“Amendment”) by and between the City of Denton, Texas (“City”) and Parkhill, Smith & Cooper, Inc., (“Architect”); to that certain contract executed on January 11, 2022, in the original not-to-exceed amount of \$1,011,665.00 (the “Agreement”); for services related to the professional design services for the Fire Station No.9.

WHEREAS, the City deems it necessary to further expand the services provided by Architect to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount of \$99,931.33 with this Amendment for an aggregate not-to-exceed amount of \$1,111,596.33; and

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

NOW THEREFORE, the City and Architect (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 for the updated construction schedule of the development plans for Fire Station No. 9, are hereby authorized to be performed by Architect. For and in consideration of the additional services to be performed by Architect, the City agrees to pay, based on the cost estimate detail attached as Exhibit “A”, a total fee, including reimbursement for non-labor expenses an amount not to exceed \$99,931.33.
2. This Amendment modifies the Agreement amount to provide an additional \$99,931.33 for the additional services with a revised aggregate not to exceed total of \$1,111,596.33.

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 Architect, have each executed this Amendment electronically, by and through their respective duly authorized representatives and officers on this date _____.

“City”

“Architect”

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

PARKHILL, SMITH & COOPER, INC.

By:

By: DocuSigned by:

SARA HENSLEY, CITY MANAGER

 Principal

AUTHORIZED SIGNOR, TITLE

ATTEST:


_____, CITY SECRETARY

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


By: _____

DocuSigned by:

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

 Trevor Crain

SIGNATURE PRINTED NAME

By: DocuSigned by:
 _____
4B070831B4AA438...

Director of Capital Projects
TITLE

Capital Projects
DEPARTMENT



Exhibit A

February 28, 2024

City of Denton
Attn: HPM | Zachary Stevenson

Re: AMENDMENT to the Agreement for Professional Services Agreement
Dated December 3, 2021 for City of Denton | Denton Fire Station #9
Project Address: 4990 Airport Rd, Denton, TX 76207

Dear Mr. Stevenson:

City of Denton and Parkhill amend the referenced Agreement as follows:

SCOPE OF WORK:

Parkhill's Scope of Work shall be adjusted to accommodate the updated construction schedule by Core Construction dated January 4, 2024. The updated Scope of Work includes the extension of Construction Administration services for the updated construction schedule. Parkhill's original Scope of Work for Construction Administration services was based on a construction schedule of nine (9) months. With the revised schedule, an additional eight (8) months of Construction Administration services will be needed.

Initial NTP for the Project was issued in November 2022 in which construction coordination began between Parkhill and Core Construction. Parkhill's original Construction Administration fee was utilized from December 2022 through October 2023. The Additional Fee requested within this amendment will cover the remainder of the updated construction schedule, from November 2023 through June 2024 (8 months).

COMPENSATION:

Parkhill's compensation shall be adjusted to align to the new construction duration. The additional effort beginning November 2023 through June 2024 will be billed at an hourly rate, not to exceed Ninety-Nine Thousand Nine Hundred Thirty-One Dollars and Thirty-Three Cents (\$99,931.33).

SCHEDULE:

Construction Administration Phase services identified in this amendment are based on an extension of services from November 2023 through June 2024, per Core Construction's updated construction schedule dated January 4, 2024.

Except as expressly modified herein, no other provisions of the Agreement between Parkhill and Client are affected or modified by this Amendment, and all such provisions in the Agreement shall apply to this Amendment. The Agreement, as amended by this Amendment, shall remain in full force and effect per its terms, as amended.

This Amendment, together with the Agreement and any other amendments duly executed by the parties, constitutes the entire agreement and understanding between Parkhill and Client, concerning the subject matter thereof. This Amendment may be executed and delivered (including by facsimile or Portable Document Format (.pdf) transmission) in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. Facsimile and other electronic copies of manually or electronically signed originals shall have the same effect as manually-signed originals and shall be binding on the undersigned parties.

ACCEPTANCE OF AMENDMENT BETWEEN CLIENT AND PARKHILL

Acceptance of this Amendment is indicated by an authorized agent of the Client and Parkhill signing in the space provided below. Unless another date is specified, we will consider receipt of an executed Amendment as authorization to proceed.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Agreement in duplicate effective on the last date signed.

PARKHILL

CITY OF DENTON

By 
Kelly Hill, IIDA
Project Manager

Signature: _____
Name: _____
Title: _____
Date: _____

“The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337, (512) 305-9000, www.tbae.state.tx.us has jurisdiction over complaints regarding the professional practices of persons registered as architects, interior designers, landscape architects in Texas.”

Certificate Of Completion

Envelope Id: 4158820DFF8A4F008FEB3B656B8E7B9E	Status: Sent
Subject: Please DocuSign: City Council Contract 7818-002 Fire Station #9 Design Amendment #1	
Source Envelope:	
Document Pages: 5	Signatures: 3
Certificate Pages: 6	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Cori Power
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	cori.power@cityofdenton.com
	IP Address: 198.49.140.10


Record Tracking

Status: Original	Holder: Cori Power	Location: DocuSign
4/8/2024 8:32:49 AM	cori.power@cityofdenton.com	

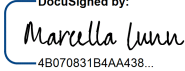
Signer Events

Signer Events	Signature	Timestamp
Cori Power	Completed	Sent: 4/8/2024 8:38:19 AM
cori.power@cityofdenton.com		Viewed: 4/8/2024 8:38:34 AM
Purchasing Supervisor		Signed: 4/8/2024 8:38:44 AM
City of Denton	Using IP Address: 198.49.140.10	
Security Level: Email, Account Authentication (None)		


Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lori Hewell		Sent: 4/8/2024 8:38:45 AM
lori.hewell@cityofdenton.com		Viewed: 4/8/2024 9:18:41 AM
Purchasing Manager		Signed: 4/8/2024 9:19:07 AM
City of Denton	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 198.49.140.10	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Marcella Lunn		Sent: 4/8/2024 9:19:08 AM
marcella.lunn@cityofdenton.com		Viewed: 4/8/2024 9:21:13 AM
Senior Deputy City Attorney		Signed: 4/8/2024 9:24:59 AM
City of Denton	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 198.49.140.10	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Scott Nelson		Sent: 4/8/2024 9:25:00 AM
snelson@parkhill.com		Viewed: 4/9/2024 1:56:44 PM
Principal		Signed: 4/9/2024 1:59:56 PM
Parkhill	Signature Adoption: Uploaded Signature Image	
Security Level: Email, Account Authentication (None)	Using IP Address: 138.199.118.214	

Electronic Record and Signature Disclosure:
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Signer Events	Signature	Timestamp
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Trevor Crain
 Trevor.Crain@cityofdenton.com
 Director of Capital Projects
 City of Denton
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 7B46EEAB11BC4F2...
 Signature Adoption: Pre-selected Style
 Using IP Address: 198.49.140.10

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 Signed: 4/9/2024 2:04:02 PM

Electronic Record and Signature Disclosure:
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Cheyenne Defee
 cheyenne.defee@cityofdenton.com
 Procurement Administration Supervisor
 City of Denton
 Security Level: Email, Account Authentication (None)

Sent: 4/9/2024 2:04:05 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Sara Hensley
 sara.hensley@cityofdenton.com
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Lauren Thoden
 lauren.thoden@cityofdenton.com
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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
 Procurement Administration Supervisor
 City of Denton
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 4/8/2024 8:38:46 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Gretna Jones
 gretna.jones@cityofdenton.com
 Legal Secretary
 City of Denton
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 4/9/2024 2:04:04 PM
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Carbon Copy Events	Status	Timestamp
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

City Secretary Office
citysecretary@cityofdenton.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Giovanni.Pineiro-Villalba
Giovanni.Pineiro-Villalba@cityofdenton.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
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ID: 55184846-3ffb-4558-872e-2b23163b0e26

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 Updated	Security Checked	4/9/2024 10:28:42 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.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

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.