

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 FREESE AND NICHOLS, INC., AMENDING THE CONTRACT APPROVED BY CITY COUNCIL ON DECEMBER 12, 2017, IN THE NOT-TO-EXCEED AMOUNT OF \$1,200,000.00, SAID FIRST AMENDMENT TO PROVIDE FULL DEPTH RECONSTRUCTION AND UTILITY IMPROVEMENTS WITHIN THE PROJECT LIMITS FOR THE CAPITAL PROJECTS DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 6625 – PROVIDING FOR AN ADDITIONAL FIRST AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED \$1,630,500.00, FOR A TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$2,830,500.00).

WHEREAS, on December 12, 2017, City Council awarded a contract to Freese and Nichols, Inc. in the amount of \$1,200,000.00, for engineering design services relating to the design, bid phase, and construction services for the PEC-4 Phases 3 and 4 Drainage Improvements project which includes approximately 2,700 linear feet of reinforced concrete box, 2,300 linear feet of waterline relocation and lowering, 1,700 linear feet of sanitary sewer line relocation and adjustment, and pavement repair from West Prairie Street to the beginning of the open channel near the intersection of West Mulberry Street and Bernard Street; 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 Freese and Nichols, Inc., which is on file in the office of the Purchasing Agent, in the amount of One Million Six Hundred Thirty Thousand Five Hundred and 0/100 (\$1,630,500.00) 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 \$2,830,500.00.

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 [ \_\_\_ - \_\_\_ ]:

	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
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

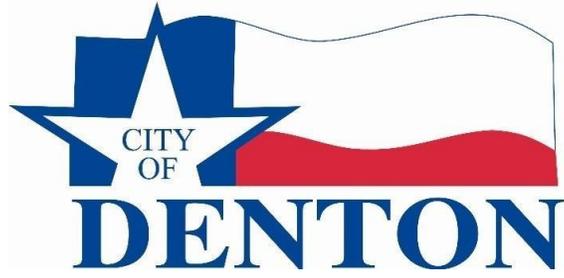
ATTEST:  
JESUS SALAZAR, CITY SECRETARY

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@cityofdent  
on.com  
Date: 2024.03.21 14:50:26 -05'00'



## DocuSign City Council Transmittal Coversheet

PSA	6625
File Name	PEC 4 Drainage Improvements 3&4 Formal Amendment 1
Purchasing Contact	Erica Garcia
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 FREESE AND NICHOLS, INC.  
PSA 6625**

THE STATE OF TEXAS                   §

COUNTY OF DENTON                   §

THIS FIRST AMENDMENT TO CONTRACT 6625 (“Amendment”) by and between the City of Denton, Texas (“City”) and Freese and Nichols, Inc. (“Engineer”); to that certain contract executed on December 12, 2017, in the original not-to-exceed amount of \$1,200,000 (the “Agreement”); for services related to the design of the PEC 4 Drainage Phases 3&4.

WHEREAS, the City deems it necessary to further expand the services provided by Engineer to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount \$1,630,500 with this Amendment for an aggregate not-to-exceed amount of \$2,830,500; and

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

NOW THEREFORE, the City and Engineer (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 design of the PEC 4 Drainage Phases 3&4, are hereby authorized to be performed by Engineer. For and in consideration of the additional services to be performed by Engineer, the City agrees to pay, based on the cost estimate detail attached as Exhibit “B” to this Amendment, attached hereto and incorporated herein for all purposes, a total fee, including reimbursement for non-labor expenses an amount not to exceed \$1,630,500.
2. This Amendment modifies the Agreement amount to provide an additional \$1,630,500 for the additional services with a revised aggregate not to exceed total of \$2,830,500.

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 Engineer, have each executed this Amendment electronically, by and through their respective duly authorized representatives and officers on this date \_\_\_\_\_.

“City”

“Engineer”

CITY OF DENTON, TEXAS  
A Texas Municipal Corporation

FREESE AND NICHOLS, INC.

By:

\_\_\_\_\_  
SARA HENSLEY, CITY MANAGER

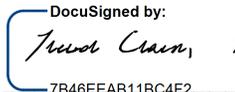
By:  Vice-President  
\_\_\_\_\_  
AUTHORIZED SIGNOR, TITLE

ATTEST:  
JESUS SALAZAR, CITY  
SECRETARY  
By:  
\_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

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

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

 Trevor Crain, PMP  
\_\_\_\_\_  
SIGNATURE                      PRINTED NAME

Director of Capital Projects  
\_\_\_\_\_  
TITLE  
Engineering services  
\_\_\_\_\_  
DEPARTMENT



PROFESSIONAL SERVICES AGREEMENT  
AMENDMENT #1

City of Denton  
901-A Texas Street  
Denton, Texas 76209

FNI PROJECT NO.: DTN18102

CLIENT CONTRACT REFERENCE: PO 184278

DATE: 02/21/2024

**Project Name:** PEC-4 Drainage Improvements Phase 3 & 4

**Description of Services:** Addition of services to complete the design, bid, and construction of the project including special services anticipated to be necessary. The scope of services is described in the attached Exhibit A and replaces all previous scope.

**Amended Deliverables:** As described in the attached Exhibit A.

**Amended Schedule:** FNI is authorized to commence work on the project upon execution of this amendment and agrees to complete the design services within nine (9) months. If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay.

**Compensation shall be amended as follows:** A not to exceed amount of One Million Six Hundred Thirty Thousand Five Hundred Dollars. A breakdown of this fee by Task is provided in the attached Exhibit B. A current rate schedule is provided as Attachment CO.

<b>Current Contract Amount:</b>	\$1,200,000.00
<b>Amount of this Amendment:</b>	\$1,630,500.00
<b>Revised Total Amount Authorized:</b>	\$2,830,500.00

*The above described services shall proceed upon execution of this amendment. All other provisions, terms and conditions of the Professional Services Agreement which are not expressly amended shall remain in full force and effect.*

**FREESE AND NICHOLS, INC.**

**CITY OF DENTON, TEXAS**

BY: 

BY: \_\_\_\_\_

Scott Hubley

Print Name

Print Name

TITLE: Vice-President

TITLE: \_\_\_\_\_

DATE: 2/22/24

DATE: \_\_\_\_\_

## **EXHIBIT A**

### **Scope of Services for PEC-4 - Phase 3 and 4 Drainage Improvements**

The scope set forth herein defines the work to be performed by the ENGINEER in completing the project after the project was placed on hold. Both the CITY and ENGINEER have attempted to clearly define the work to be performed and address the needs of the Project. Under this scope, "ENGINEER" is expanded to include any sub-consultant, including surveyor, employed or contracted by the ENGINEER. For clarity in understanding the scope after resuming the project, this scope of work replaces all previous scope of work remaining to be completed.

### **WORK TO BE PERFORMED**

- Task 1. Design Management
- Task 2. Final Design
- Task 3. Bid Phase Services
- Task 4. Construction Phase Services
- Task 5. FEMA Coordination Services
- Task 6. Survey and SUE
- Task 7. ROW Services
- Task 8. Public Involvement
- Task 9. Contingency

#### **TASK 1. DESIGN MANAGEMENT**

ENGINEER will manage the work outlined in this scope to ensure efficient and effective use of ENGINEER's and CITY's time and resources. ENGINEER will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the CITY's Project Manager and others as necessary to make progress on the work.

##### **1.1. Managing the Team**

- Lead, manage and direct design team activities
- Ensure quality control is practiced in performance of the work
- Communicate internally among team members
- Task and allocate team resources

##### **1.2. Communications and Reporting**

- Attend and document a design review meeting for the 90% plans dated February 2020
- Attend and document a design review meeting after submittal of 95% plans.
- Attend and document up to six (6) in-person and up to six (6) virtual coordination meetings to discuss the design with the City or other stakeholders such as franchise utility owners or property owners affected by the project.

- Prepare and submit monthly progress reports.
- Prepare and submit baseline Project Schedule initially, and Project Schedule updates monthly.

### **DELIVERABLES**

- A. Meeting summaries with action items
- B. Monthly progress reports
- C. Baseline design schedule

## **TASK 2. FINAL DESIGN**

ENGINEER will develop the final design of the infrastructure as follows.

- 2.1. Perform a site visit to review for changed conditions and to observe the existing conditions of the additional design service areas discussed below.
- 2.2. Compile necessary design changes based on a review of the current plan set, a review of the current City standards, a review of changed field conditions and the comments received in the design review meeting.
- 2.3. Progress previous design to final design based on the items identified. It is expected some minor changes in the design concept may be necessary, but significant changes to the concept and/or drainage calculations are not included in this scope.

The following contemplated changes are specifically included in this scope:

- Minor revisions related to changes in City specifications and standard details since the previous design was completed.
  - Realigning the drainage pipe between the Denton County property and old DATCU site including revisions to special junction structures in this vicinity.
  - Modifying the water line alignment along the new bank site at Mulberry Street and Carroll Boulevard due to conflicts with site improvements.
  - Changes to accommodate water line improvements currently in progress along Bernard Street.
  - Consolidating individual apartment meters into vaults at several locations along Mulberry Street. Vaults will be shown using a typical detail and will not be individually detailed.
  - Minor revisions to address concerns identified by key property owners affected by the project.
  - Updating ROW/Easement Plan
- 2.4. Add additional design services along Stroud Street:

- Extension of storm drain along Stroud Street for approximately 300 feet to the intersection with Pierce Street. Adjustment of water line by typical detail as needed. Pavement repaired either full width or trench width.

2.5. Add additional design services along Sycamore Street:

- Replace 8" water line and appurtenances for the block from Carroll Boulevard to Elm Street.
- Replace 8" sewer including services and appurtenances from Elm Street to the eastern edge of the old DATCU drive through bank (a distance of approximately 500 feet) as shown in the previous design concept from the City.
- Full reconstruction of the street from Carroll Boulevard to Elm Street. Cross sections will be provided at every driveway or every 50 feet minimum. Temporary construction easements will be identified where needed to reconstruct driveways to City standards.

2.6. Add additional design services along Mulberry Street:

- Replace 6" sewer with 8" sewer including services and appurtenances for approximately 300 feet as shown in previous design concept from City.
- Replace 6" water line with 8" water line including services and appurtenances for approximately 500 feet as shown in previous design concept from City.
- Full width pavement repair for approximately 500 feet as shown in the previous design concept from City. Center line striping will be shown.

2.7. Utility Clearance

- The ENGINEER will consult with the CITY, public utilities, private utilities, and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. ENGINEER will design CITY facilities to avoid or minimize conflicts with existing utilities, and where known and possible consider potential future utilities in designs.
- Meetings with utility owners are included in the scope of Task 1. Additional services may be required if coordination exceeds the number of meetings identified.
- ENGINEER will review proposed relocation plans provided by the conflicting utilities. ENGINEER will tabulate the conflicts and track the resolution status.
- CITY Program Administrator will coordinate with franchise utilities to clear them.

2.8. Finalize 95% Design Package

- The ENGINEER shall submit a final design estimate of probable construction cost with the final design plans submitted.
- The ENGINEER will prepare technical specifications and bid documents utilizing standards provided by the CITY.

- 2.9. Following a 95% design review meeting with the CITY, the ENGINEER shall submit Final Plans (100%) to the CITY. Each plan sheet shall be stamped, dated, and signed by the ENGINEER registered in State of Texas.
- 2.10. ENGINEER will register the project with the Texas Department of Licensing and Regulation (TDLR) and retain the services of a Registered Accessibility Specialist (RAS) to review the design plans.

### **ASSUMPTIONS**

- 95% design package will consist of six (6) copies of half size (11"x17") plans, two (2) copies of the specifications and estimate of probable construction cost.
- Final design package will be delivered as PDF only.

### **DELIVERABLES**

- A. 95% construction plans and specifications.
- B. 100% construction plans and specifications.
- C. Detailed estimates of probable construction cost for the authorized construction project, including summaries of bid items and quantities using the CITY's standard format.

### **TASK 3. BID PHASE SERVICES**

ENGINEER will support the bid phase of the project as follows.

- Submit electronic copies of plans, specifications, and bidding documents to the City's purchasing department.
- Assist City by responding to questions and interpreting bid documents.
- Assist the City in conducting up to one (1) pre-bid conferences for the project and coordinate responses to questions asked.
- Issue addenda to address questions identified during bidding.
- Attend the bid opening and assist City in analyzing the bids received. Review the qualifications provided by the apparent low bidder to determine if, based on information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by the City.

### **ASSUMPTIONS**

- The project will be bid only once and awarded to one contractor.
- Up to four (4) addenda will be issued
- CITY will tabulate bids
- CITY will coordinate finalizing and executing contracts with successful bidder

## **DELIVERABLES**

### A. Letter of Recommendation

## **TASK 4. CONSTRUCTION PHASE SERVICES**

ENGINEER will support the construction phase of the project as follows. In performing these services, it is understood that FNI does not guarantee the contractor's performance, nor is FNI responsible for the supervision of the contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the contractor or any subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the project.

### 4.1. Construction Support shall include:

- Attend the preconstruction conference.
- Visit the project site as construction proceeds to observe and report on progress.
- Review shop drawings, samples and other submittals submitted by the contractor for general conformance with the design concepts and general compliance with the requirements of the contract for construction. Such review shall not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions. The ENGINEER shall log and track all shop drawings, samples and other submittals.
- As requested by the CITY, provide necessary interpretations and clarifications of contract documents, review change orders, and make recommendations as to the acceptability of the work.
- Attend the "Final" project walk through and assist with preparation of final punch list.
- Coordinate one (1) inspection with the City inspector and Registered Accessibility Specialist (RAS) inspector no later than thirty (30) calendar days after construction substantial completion.

### 4.2. Record Drawings

- Prepare record drawings from information provided by the CITY depicting any changes made to the Final Drawings during construction. The following information shall be provided by the CITY:
  - As-Built Survey
  - Red-Line Markups from the Contractor
  - Red-Line Markups from City Inspector
  - Copies of Approved Change Orders

- Approved Substitutions
- Modify the Final Drawings electronically and shall place a stamp on the plans indicating that they represent Record Drawings of the project as constructed. The stamp shall be signed and dated by the ENGINEER and shall be placed on each plan sheet, whether there are any revisions on the sheet or not. Each sheet shall clearly indicate all changes which apply to that sheet by clouding and numbering, or other suitable means.

### **ASSUMPTIONS**

- 20 monthly construction site visits are assumed.
- 50 submittal reviews are assumed.
- 40 RFIs are assumed.
- 4 Change Orders are assumed including minor design revisions if required.

### **DELIVERABLES**

- A. Response to Contractor's Request for Information
- B. Review of Change Orders
- C. Review of submittals
- D. Final Punch List items
- E. Record Drawings

## **TASK 5. FEMA COORDINATION SERVICES**

ENGINEER will prepare a LOMR application as outlined below following the completion of construction.

### 5.1. Modeling

- The ENGINEER shall utilize the XP-STORM model previously developed for this project and utilized for the Phase 1 & 2 LOMR.
- The modeling will be updated as appropriate to reflect the as-built conditions of the project.

### 5.2. LOMR Application

- A LOMR report will be created documenting the methodology of the modeling and the proposed revision. The report will include a hydraulic workmap, hydrologic workmap and parameters, annotated FIRM, and FIS tables and profile revisions.
- The MT-2 application and associated forms will be prepared.
- Property owner notifications will be prepared if required. City is responsible for posting letters.

- The draft LOMR report and application will be provided to the City for review. One iteration of comments will be addressed before submitting the application.
- ENGINEER will pay FEMA application fees up to \$10,000.

### 5.3. Application Review

- Due to the complexity of the modeling multiple review iterations are expected. ENGINEER will submit a total of three iterations to address the FEMA comments. Additional submittal iterations are an additional service.
- ENGINEER will meet with the FEMA reviewer up to two (2) times to resolve the comments.

## **DELIVERABLES**

- A. FEMA LOMR submittal.

## **TASK 6. SURVEY AND SUE**

ENGINEER will provide survey services as follows. Survey and SUE work will be performed where agreed upon with the City generally in areas where field conditions have changed or where additional design scope has been added.

### 6.1 Design Survey

- ENGINEER will perform field surveys to collect horizontal and vertical elevations and other information needed by ENGINEER in design and preparation of plans for the project. Information gathered during the survey shall include topographic data, utilities based on CITY records and observable surface features, structures, trees 6" and larger, and other features relevant to the final plan sheets.

### 6.2 Subsurface Utility Engineering

Provide a Subsurface Utility Engineering (SUE) Quality combination of Level B and A as described below. The SUE shall be performed in accordance with CI/ASCE 38-02.

#### Quality Level D

- Conduct appropriate investigations (e.g., owner records, County/CITY records, personal interviews, visual inspections, etc.), to help identify utility owners that may have facilities within the project limits or that may be affected by the project.
- Collect applicable records (e.g., utility owner base maps, "as built" or record drawings, permit records, field notes, geographic information system data, oral histories, etc.) on the existence and approximate location of existing involved utilities.
- Review records for: evidence or indication of additional available records; duplicate or conflicting information; need for clarification.
- Develop SUE plan sheets and transfer information on all involved utilities to appropriate design plan sheets, electronic files, and/or other documents as required. Exercise professional judgment to resolve conflicting information. For information depicted, indicate: utility type and ownership; date of depiction; quality level(s); end points of any utility data; line status (e.g., active, abandoned,

out of service); line size and condition; number of jointly buried cables; and encasement.

Quality Level C (includes tasks as described for Quality Level D)

- Identify surface features, from project topographic data and from field observations, that are surface appurtenances of subsurface utilities.
- Include survey and correlation of aerial or ground-mounted utility facilities in Quality Level C tasks.
- Survey surface features of subsurface utility facilities or systems.
- The survey shall also include (in addition to subsurface utility features visible at the ground surface): determination of invert elevations of any manholes and vaults; sketches showing interior dimensions and line connections of such manholes and vaults; any surface markings denoting subsurface utilities, furnished by utility owners for design purposes.
- Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.
- Update (or prepare) plan sheets, electronic files, and/or other documents to reflect the integration of Quality Level D and Quality Level C information.
- Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.
- Provide Quality Level C to identify overhead utilities on the project and provide the overhead utility information on the SUE plan sheets.

Level B (includes tasks as described for Quality Level C)

- Select and apply appropriate surface geophysical method(s) to search for and detect subsurface utilities within the project limits, and/or to trace a particular utility line or system.
- Based on an interpretation of data, mark the indications of utilities on the ground surface for subsequent survey. Utilize paint or other method acceptable for marking of lines.
- Unless otherwise directed, mark centerline of single-conduit lines, and outside edges of multi-conduit systems.
- Resolve differences between designated utilities and utility records and surveyed appurtenances.
- Recommend additional measures to resolve differences if they still exist. Recommendations may include additional or different surface geophysical methods, exploratory excavation, or upgrade to Quality Level A data.
- As an alternative to the physical marking of lines, the ENGINEER may, with CITY's approval, utilize other means of data collection, storage, retrieval, and reduction, that enables the correlation of surface geophysical data to the project's survey control.

Level A

- Expose and locate utilities at specific locations.
- Tie horizontal and vertical location of utility to survey control.
- Provide utility size and configuration.
- Provide paving thickness and type, where applicable.

- Provide general soil type and site conditions and such other pertinent information as is reasonably ascertainable from each test hole site.

## **ASSUMPTIONS**

- A total of ten (10) pothole locations are assumed for Level A SUE
- Topographic survey and Level B SUE is assumed to be performed for a length of approximately 3,000 feet.
- The CITY will obtain Right of Entry (ROE) from necessary landowners.

## **TASK 7. ROW SERVICES**

ENGINEER will support and perform activities related to ROW and easement acquisition s as outlined below, per scoping direction and guidance from the CITY's Project Manager

### **7.1. Property Acquisition Assessment and Management**

- The ENGINEER shall determine rights-of-way and easement needs for construction of the project. Required temporary and permanent easements will be identified based on available information and recommendations will be made for approval by the CITY.
- Up to 48 hours of coordination/meetings will be performed with CITY to coordinate acquisition efforts.

### **7.2 Document Preparation**

- The ENGINEER shall prepare exhibits and metes and bounds descriptions for permanent and/or temporary easements required to construct the improvements.

### **7.3 Title/Negotiations**

- Research ownership of the subject parcels. If ownership cannot be verified, curative measures will be identified. Title search/policy commitment is not included in this scope.
- Order appraisals for parcels affected by construction (excludes easements necessary for driveway reconnections). Complex appraisals may require additional services.
- Deliver initial offer including Landowner Bill of Rights. Meet with and negotiate with property owner. Discuss counter offer with CITY and present final offer to the property owner. Records will be retained of all contact made with property owners or their representatives.
- Final documents will be recorded in real property records and a final file will be delivered to the CITY with all pertinent records for the project. Up to \$10,000 in recording or other document expenses is included in the scope. Fees in excess of this amount are an additional service.

## **ASSUMPTIONS**

- All work will be performed in accordance with applicable State and Federal regulations.
- Up to eighty (80) easement exhibits and metes and bounds descriptions is included (either permanent or temporary easements)
- Individual appraisals of up to twenty five (25) parcels is included for permanent easements. It is assumed appraisals will not be necessary for temporary easements associated with driveway reconnections.
- An average of 35 hours is assumed per parcel to deliver initial offer, negotiate with property owner, submit signed documents/counteroffers to City, curing title issues obtaining partial release of liens, delivery of the final offer, recording original conveyance documents in real property records and submitting final file to City. This assumes negotiations will be limited to an initial and final offer. It is assumed negotiations will be held for up to 65 parcels (this assumes several properties will have both temporary and permanent easements which can be negotiated jointly). Extended title/negotiation services are an additional service.
- Condemnation services are not included in this scope but can be provided as an additional service if authorized by CITY.

#### **DELIVERABLES**

- A. Easement exhibits and metes and bounds
- B. Final file for each acquired property

#### **TASK 8. PUBLIC INVOLVEMENT**

Prepare and attend up two (2) public meetings to present the proposed project to the general public and City officials. The City will prepare materials and present at the meeting. Engineer will attend and assist in answering questions. The City will be responsible for the scheduling and organization of the meeting as well as public notifications. Meetings are anticipated to be in-person at City facilities, but Engineer will host the meeting as a virtual meeting via Zoom as needed.

#### **TASK 9. MISCELLANEOUS ENGINEERING**

This task serves as a contingency for additional miscellaneous engineering efforts that may be identified during the course of the project. These services may be authorized in writing by City staff.

#### **ADDITIONAL SERVICES NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES**

CITY and ENGINEER agree that the following services are beyond the Scope of Services described in the tasks above. However, ENGINEER can provide these services, if needed, upon the CITY's written request. Any additional amounts paid to the ENGINEER as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

- Redesign of the project requiring changes to the overall project concept.
- Condemnation services

- Revisions to easement documents as a result of negotiations or project changes after prior City direction and approval
- Services related to development of the CITY's project financing and/or budget.
- Services related to disputes over pre-qualification, bid protests, bid rejection and re-bidding of the contract for construction.
- Construction management and inspection services
- Performance of materials testing or specialty testing services.
- Services necessary due to the default of the Contractor.
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services related to warranty claims, enforcement and inspection after final completion.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- Performance of miscellaneous and supplemental services related to the project as requested by the CITY.
- Stormwater Pollution Prevention Plan (SWPPP) permitting
- Section 404 of the Clean Water Act permitting
- Section 10 Permitting with the USACE.
- Preparation of a formal written request for USACE authorization under a letter of permission procedure.
- Preparation of a standard individual Section 404 permit application.
- Preparation of Environmental Information Document, Environmental Assessment, or an Environmental Impact Statement.
- Meetings or consultation with the USACE or other resource agencies, except as specifically noted in the scope of services.
- Presence/absence surveys for federally listed threatened/endangered species.
- Preparation of a mitigation plan to compensate for impacts to waters of the U.S.
- Application to Texas Commission on Environmental Quality for individual 401 Water Quality Certification.
- Application for General Land Office easements.
- Application for Texas Parks & Wildlife Department Sand and Gravel Permit.
- Additional field investigations or analysis required to respond to public or regulatory agency comments.
- Field survey or analysis required for cultural resources investigations.
- Consultation with the U. S. Fish and Wildlife Service under Section 7 of the Endangered Species act.
- Expert representation at legal proceedings or at contested hearings.
- Mitigation monitoring if required by permit conditions.
- Monitoring for compliance with permit conditions.
- Additional modifications to the compensatory mitigation plan.
- Phase I or Phase II Environmental Site Assessment.

**Exhibit B**

Compensation to FNI shall be computed on the basis of the attached Schedule of Charges on an hourly not-to-exceed basis.

**Amendment #1 Compensation Summary**

<b>Amendment Tasks</b>	<b>Totals</b>	<b>Sub Totals</b>
Task 1 Design Management	\$ 75,500.00	
Task 2 Final Design	\$ 535,700.00	
-Review Previous Work		\$ 54,200.00
-Additional Design Scope		\$ 210,000.00
-Finalize Previous Design		\$ 271,500.00
Task 3 Bid Phase Services	\$ 33,500.00	
Task 4 Construction Phase Services	\$ 170,900.00	
Task 5 FEMA Coordination	\$ 111,700.00	
Task 6 Survey and SUE	\$ 127,600.00	
Task 7 ROW Services	\$ 716,100.00	
Task 8 Public Involvement	\$ 14,500.00	
Task 9 Miscellaneous Engineering	\$ 50,000.00	
<b>Total</b>	<b>\$ 1,835,500.00</b>	
<b>Previous Authorized Amount Remaining</b>	<b>\$ 205,000.00</b>	
<b>Amendment Amount</b>	<b>\$ 1,630,500.00</b>	

**COMPENSATION**

ATTACHMENT CO

<b>Position</b>	<b>Hourly Rate</b>	
	<b>Min</b>	<b>Max</b>
Professional 1	91	181
Professional 2	123	199
Professional 3	140	324
Professional 4	161	344
Professional 5	238	361
Professional 6	242	445
Construction Manager 1	119	166
Construction Manager 2	123	206
Construction Manager 3	154	206
Construction Manager 4	179	269
Construction Manager 5	214	313
Construction Manager 6	284	372
Construction Representative 1	81	92
Construction Representative 2	95	122
Construction Representative 3	130	195
Construction Representative 4	130	195
CAD Technician/Designer 1	88	125
CAD Technician/Designer 2	105	206
CAD Technician/Designer 3	137	261
Corporate Project Support 1	74	162
Corporate Project Support 2	84	239
Corporate Project Support 3	105	350
Intern / Coop	56	96

**Rates for In-House Services and Equipment**

<b><u>Mileage</u></b>	<b><u>Bulk Printing and Reproduction</u></b>			<b><u>Equipment</u></b>		
Standard IRS Rates		<u>B&amp;W</u>	<u>Color</u>	Valve Crew Vehicle (hour)		\$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each)		\$200
<b><u>Technology Charge</u></b>	Large Format (per sq. ft.)			Water Quality Meter (per day)		\$100
\$8.50 per hour	Bond	\$0.25	\$0.75	Microscope (each)		\$150
	Glossy / Mylar	\$0.75	\$1.25	Pressure Recorder (per day)		\$100
	Vinyl / Adhesive	\$1.50	\$2.00	Ultrasonic Thickness Guage (per day)		\$275
				Coating Inspection Kit (per day)		\$275
	Mounting (per sq. ft.)	\$2.00		Flushing / Cfactor (each)		\$500
	Binding (per binding)	\$0.25		Backpack Electrofisher (each)		\$1,000
					<u>Survey Grade</u>	<u>Standard</u>
				Drone (per day)	\$200	\$100
				GPS (per day)	\$150	\$50

**OTHER DIRECT EXPENSES:**

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.15. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

**These ranges and/or rates will be adjusted annually in February. Last updated 2024.**

**Certificate Of Completion**

Envelope Id: 413C3DFEF5B34FE9A5A33D81F809AAFC	Status: Sent
Subject: Please DocuSign: City Council Contract 6625 PEC 4 Drainage Phases 3&4 Formal Amendment 1	
Source Envelope:	
Document Pages: 17	Signatures: 3
Certificate Pages: 6	Initials: 1
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Erica Garcia
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	erica.garcia@cityofdenton.com
	IP Address: 198.49.140.10

**Record Tracking**

Status: Original	Holder: Erica Garcia	Location: DocuSign
3/14/2024 11:05:23 AM	erica.garcia@cityofdenton.com	

**Signer Events**

Signer	Signature	Timestamp
Erica Garcia erica.garcia@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None)	<b>Completed</b>  Using IP Address: 198.49.140.10	Sent: 3/14/2024 11:11:33 AM Viewed: 3/14/2024 11:11:44 AM Signed: 3/14/2024 11:13:40 AM

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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: 3/14/2024 11:13:42 AM Viewed: 3/15/2024 8:29:14 AM Signed: 3/15/2024 8:30:49 AM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Marcella Lunn marcella.lunn@cityofdenton.com Senior Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 3/15/2024 8:30:51 AM Viewed: 3/18/2024 1:15:54 PM Signed: 3/18/2024 1:19:39 PM
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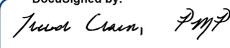
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Scott Hubley scott.hubley@freese.com Vice-President Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 97.75.108.6	Sent: 3/18/2024 1:19:41 PM Viewed: 3/18/2024 1:25:39 PM Signed: 3/19/2024 3:25:05 PM
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**Electronic Record and Signature Disclosure:**  
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ID: df7d6641-d9d7-4169-b44a-786d1a3f4879

Signer Events	Signature	Timestamp
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Trevor Crain, PMP  
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  
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Sent: 3/19/2024 3:25:06 PM  
Viewed: 3/19/2024 3:28:40 PM  
Signed: 3/19/2024 3:29:19 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 3/19/2024 3:28:40 PM  
ID: fe0f996f-f10e-4e92-b481-71c52dffe0c6

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

Sent: 3/19/2024 3:29:23 PM

**Electronic Record and Signature Disclosure:**  
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Sara Hensley  
sara.hensley@cityofdenton.com  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Jesus Salazar  
jesus.salazar@cityofdenton.com  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Accepted: 3/18/2024 1:41:35 PM  
ID: d25814e5-3c20-4110-b934-f631c51700c4

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)

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

**COPIED**

Sent: 3/19/2024 3:29:21 PM  
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City Secretary Office  
citysecretary@cityofdenton.com  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Sheldon Gatewood  
sheldon.gatewood@cityofdenton.com  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 2/29/2024 10:25:43 AM  
ID: 3b09699d-1af6-4f36-a8b1-6c2a8ed7fef2

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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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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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"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

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