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PSA	6590-041
File Name	Elm and Locust- Halff Associates- Amendment # 1
Purchasing Contact	kelly smith
Contract Expiration	N/A

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

FIRST AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND HALFF ASSOCIATES, INC. CONTRACT NO. 6590-041

THIS FIRST AMENDMENT TO CONTRACT 6590-041 (this “Amendment”) by and between the City of Denton, Texas (“City”) and HALFF ASSOCIATES, INC. (“Consultant”) to an agreement in the original not-to-exceed amount of \$837,900.00, which was executed on November 6, 2018 (the “Agreement”);

WHEREAS, the Agreement provided for Consultant’s services related to Austin Street Utilities (Water and Sanitary Sewer) as is contained in Contract #6590-041 (on file in the Purchasing Office); and

WHEREAS, City deems it necessary to further expand the services provided by Consultant to the City to include Austin Street Utilities (Water and Sanitary Sewer) on the Locust Street and Elm Street Water, Wastewater and Drainage Improvement Project, and this Amendment modifies the Agreement amount to provide an additional \$40,300 for the additional services with a revised aggregate not-to-exceed total of \$878,200; and

NOW THEREFORE, 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 Attachment “A”, for professional services related to the Austin Street Utilities (Water and Sanitary Sewer), are hereby authorized to be performed by Consultant. For and in consideration of the Additional Services to be performed by Consultant, the Owner agrees to pay, based on the cost estimate detail, a total fee, including reimbursement for non-labor expenses an amount not to exceed \$40,300.
2. This Amendment modifies the Agreement amount to provide an additional \$40,300 for the Additional Services with a revised aggregate not-to-exceed total of **\$878,200**.

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, by and through their respective duly authorized representatives and officers on this date 6/19/2019.

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

DocuSigned by:

0658E4F8F378476...
SIGNATURE

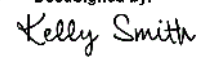
Todd Estes
PRINTED NAME

City Engineer
TITLE

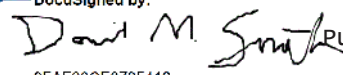
Capital Projects
DEPARTMENT

“CITY”

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

DocuSigned by:

A4BAC40F8C874C6...
By: KELLY SMITH
ASSISTANT BUYER

“CONSULTANT”
HALFF ASSOCIATES, INC.

DocuSigned by:

9FAF80CE0735412...
By: David M. Smith Public Works Team Leader
AUTHORIZED SIGNATURE, TITLE

Amendment/Change Order Information

Vendor:	Halff Associates Inc.	PO#	187638
Original Amount	837,900	Amount Requested	\$40,300
New Total	878,200	Requested on	5/17/2019
PUB Date	N/A	CC Date	N/A
CMA	N/A		
Account Number (s)	See Below	Requested By	Michael Smith

Brief Description:

This amendment (Amendment 1) is to add the following design and survey services:

1. Design of Austin Street Utilities (Water and Sanitary Sewer) in accordance with Utility Department request. Water and Sewer intended for this work to be included with the Locust project, and this amendment will add this work. The water utility is critical to provide additional water for fire protection for the square.
2. Provide surveying and easement documents: For Locust, provide 1 drainage easement and 3 temporary construction easements. For Elm, provide 1 drainage easement and 4 temporary construction easements.

Account Numbers:	Fee	Funding Source	Unencumbered
640162541	\$8,300	Locust Sanitary Sewer	\$334,540.77
630287517	\$11,000	Locust Water	\$986,626.57
650122561	\$21,000	Drainage	\$112,036.39

Brief Description of prior Amendment(s)/Change Order(s):

None

Approved by: 
Todd Estes, Pritam Deshmukh or Lee Perry

Date: 5/28/19

AMENDMENT NO. 1 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. Design of Austin Street Utilities

Consultant shall prepare construction drawings for the replacement of water and sanitary sewer lines generally in accordance with the Austin Utility Relocation plans prepared by the City of Denton in 2015. The plans shall be incorporated into the Locust Street utility plans.

2. Easement Documents

One (1) permanent and three (3) temporary construction easements may be required to construct the proposed culverts at North Pecan Creek and Locust Street. Additionally, one (1) permanent and four (4) temporary construction easements may be required to construct the proposed culverts at North Pecan Creek and Elm Street. Upon approval of the storm drain alignment, 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.

Amendment No. 1 Fee Summary

Austin Street Utilities	\$19,300
<u>Easement Documents</u>	<u>\$21,000</u>
Total Amendment No 1	\$40,300

Project Schedule

The Austin Street Utility plans shall be completed in accordance with the original project schedule as part of the Locust Street design task. Easement exhibits shall be completed within 30 days of approval of the proposed culvert alignments.

Assumptions and Exclusions

- (1) Halff'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:
 - Appraisals
 - Negotiation of easements or property acquisition

Summary of Amended Contract

Original Contract Fee	\$837,900
<u>Amendment No. 1</u>	<u>\$ 40,300</u>
Amended Contract Fee	\$878,200

Signed and effective on this the 26 day of June, 2019.

CITY OF DENTON, TEXAS

DocuSigned by:
By: Kelly Smith
A4BAC40F8C874C6...

Printed Name: Kelly Smith

Title: Assistant Buyer

HALFF ASSOCIATES, INC., CONSULTANT

DocuSigned by:
By: David M. Smith
9FAF80CE0735412...

Printed Name: David M. Smith, P.E.

Title: Public Works Team Leader

City of Denton
 Locust Street and Elm Street Phase II
 Amendment No. 1 Level of Effort
 Halff Associates AVO 34696.001

Task	(1)											(2)	Total	
	Director	Team Leader	QA/QC	Project Manager	EIT	Surveyor, RPLS	2-Man Survey Crew	Survey Technician	CADD	Admin	Total	Fees, Materials & Supplies		Subtotal
Task 1: Austin Street Utilities														
Water Line Plan and Profile Sheets (4)	0.50	3.00		24.0	48.0				3.0		78.5		\$11,016.50	\$11,000.00
Sanitary Sewer Plan and Profile Sheets (3)	0.50	2.00		18.0	36.0				3.0		59.5		\$8,326.50	\$8,300.00
SUBTOTAL - Task 1	1.0	5.0		42.0	84.0				6.0		138.0		\$19,343.00	\$19,300.00
Task 2: Easement Documents														
Locust Street at North Pecan Creek														
Drainage Easement Documents (1 @ 3,500/EA)													\$3,500.00	\$3,500.00
Temporary Construction Easement Documents (3 @ 2,000/EA)													\$6,000.00	\$6,000.00
Elm Street at North Pecan Creek														
Drainage Easement Documents (1 @ 3,500/EA)													\$3,500.00	\$3,500.00
Temporary Construction Easement Documents (4 @ 2,000/EA)													\$8,000.00	\$8,000.00
SUBTOTAL - Task 2													\$21,000.00	\$21,000.00
TOTAL ADDITIONAL SERVICES	1.0	5.0		42.0	84.0				6.0		138.0		\$40,343.00	\$40,300.00

Certificate Of Completion


Envelope Id: 50AE28AFFD3048E7AC3BB8CBB79DB221	Status: Completed
Subject: Please DocuSign: File6590-041- Elm and Locust- Half Associates- Amendment # 1	
Source Envelope:	
Document Pages: 8	Signatures: 5
Certificate Pages: 5	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Kelly Smith
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	kelly.smith@cityofdenton.com
	IP Address: 129.120.6.150

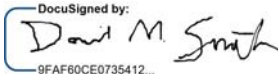
Record Tracking

Status: Original 6/17/2019 2:43:15 PM	Holder: Kelly Smith kelly.smith@cityofdenton.com	Location: DocuSign
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Signer Events

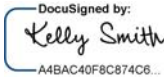
Signer Events	Signature	Timestamp
Kelly Smith kelly.smith@cityofdenton.com Assistant Buyer City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Completed Using IP Address: 129.120.6.150	Sent: 6/17/2019 2:52:36 PM Viewed: 6/17/2019 2:52:45 PM Signed: 6/17/2019 2:54:59 PM

Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 129.120.6.150	Sent: 6/17/2019 2:55:01 PM Viewed: 6/19/2019 9:25:58 AM Signed: 6/19/2019 9:26:57 AM
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David M. Smith dsmith@Half.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/19/2019 9:36:09 AM ID: 8b47d27f-dbfd-43ab-97de-1b5b7c8d8def	 Signature Adoption: Drawn on Device Using IP Address: 173.227.66.227	Sent: 6/19/2019 9:26:59 AM Viewed: 6/19/2019 9:36:09 AM Signed: 6/19/2019 9:40:56 AM
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Todd Estes todd.estes@cityofdenton.com City Engineer Capital Projects Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/19/2019 9:36:09 AM ID: 8b47d27f-dbfd-43ab-97de-1b5b7c8d8def	 Signature Adoption: Drawn on Device Using IP Address: 174.206.10.195 Signed using mobile	Sent: 6/19/2019 9:40:57 AM Viewed: 6/26/2019 9:47:25 AM Signed: 6/26/2019 9:47:54 AM
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Electronic Record and Signature Disclosure: Accepted: 6/26/2019 9:47:25 AM ID: 471df08f-8530-4085-bb4b-1f1fbc87cc92
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Signer Events	Signature	Timestamp
Kelly Smith kelly.smith@cityofdenton.com Assistant Buyer City of Denton Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 129.120.6.150	Sent: 6/26/2019 9:47:56 AM Viewed: 6/26/2019 9:48:11 AM Signed: 6/26/2019 9:49:00 AM

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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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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Certified Delivered	Security Checked	6/26/2019 9:48:11 AM
Signing Complete	Security Checked	6/26/2019 9:49:00 AM
Completed	Security Checked	6/26/2019 9:49:00 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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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:

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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..

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

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- 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.

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- 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.