

ORDINANCE NO. 20-1995

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH PEAK PROGRAM VALUE, LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PROGRAM MANAGEMENT SERVICES FOR THE CONSTRUCTION PHASE OF THE PUBLIC SAFETY BUILDINGS (POLICE HEADQUARTERS, POLICE SUBSTATION, AND FIRING RANGE) AND ADDITIONAL SERVICES FOR NEW OR RENOVATIONS OF CITY BUILDINGS AS SET FORTH IN THE CONTRACT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7425 – PROFESSIONAL SERVICES AGREEMENT FOR PROGRAM MANAGEMENT SERVICES AWARDED TO PEAK PROGRAM VALUE, LLC, FOR ONE (1) YEAR, WITH THE OPTION FOR TWO (2) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL THREE (3) YEAR TERM; APPROVAL OF TASK ORDER #1 FOR CONSTRUCTION PHASE SERVICES FOR THE PUBLIC SAFETY BUILDINGS IN A NOT TO EXCEED AMOUNT OF \$696,074).

WHEREAS, Peak Program Value, LLC., the professional services provider (the “Provider”) set forth in this ordinance is being selected as the most highly qualified on the basis of its demonstrated competence and qualifications to perform the proposed professional services; and

WHEREAS, the fees under the proposed contract are fair and reasonable and are consistent with and not higher than the recommended practices and fees published by the professional associations 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 City Manager is authorized to enter into a professional service contract with Peak Program Value, LLC, for program management services for the construction phase of the Public Safety Buildings (Police Headquarters, Police Substation, and Firing Range) and additional services for new or renovations of City buildings.

SECTION 2. The City Manager is authorized to expend funds as required by the attached contract.

SECTION 3. The City Council of the City of Denton, Texas, expressly delegates to the City Manager or his designee the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance for program management services for the construction phase of the Public Safety Buildings (Police Headquarters, Police Substation, and Firing Range) and additional services for new or renovations of City buildings.

SECTION 4. The findings in the preamble of this ordinance are incorporated herein by reference.

SECTION 5. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by John Ryan and seconded by Jesse Davis, the ordinance was passed and approved by the following vote [6 - 1]:

	Aye	Nay	Abstain	Absent
Mayor Chris Watts:	<u>✓</u>	_____	_____	_____
Gerard Hudspeth, District 1:	<u>✓</u>	_____	_____	_____
Keely G. Briggs, District 2:	<u>✓</u>	_____	_____	_____
Jesse Davis, District 3:	<u>✓</u>	_____	_____	_____
John Ryan, District 4:	<u>✓</u>	_____	_____	_____
Deb Armintor, At Large Place 5:	_____	<u>✓</u>	_____	_____
Paul Meltzer, At Large Place 6:	<u>✓</u>	_____	_____	_____

PASSED AND APPROVED this the 13th day of October, 2020.



CHRIS WATTS, MAYOR

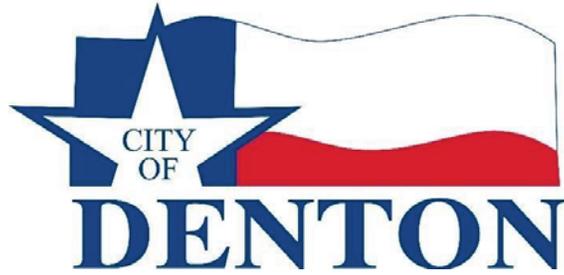
ATTEST:
ROSA RIOS, CITY SECRETARY



By: Rosa Rios

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

By: Maek Remmond



DocuSign City Council Transmittal Coversheet

RFP	7425
File Name	Program Management
Purchasing Contact	Christa Christian
City Council Target Date	October 13, 2020
Piggy Back Option	Not Applicable
Contract Expiration	October 13, 2023
Ordinance	20-1995

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTING SERVICES
FILE 7425**

STATE OF TEXAS §

COUNTY OF DENTON §

THIS AGREEMENT (the “Agreement”) is made and entered into on 10/13/2020, by and between the City of Denton, Texas, a Texas municipal corporation, with its principal office at 215 East McKinney Street, Denton, Denton County, Texas 76201, hereinafter called “OWNER” and Peak Program Value, LLC, with its corporate office at 4450 Arapahoe, Suite 100, Boulder Colorado 80303, hereinafter called “CONSULTANT,” acting herein, by and through their duly authorized representatives.

WITNESSETH, that in consideration of the covenants and agreements herein contained, the parties hereto do mutually agree as follows:

**ARTICLE I
CONSULTANT AS INDEPENDENT CONTRACTOR**

The OWNER has selected CONSULTANT on the basis of demonstrated competence and qualifications to perform the services herein described for a fair and reasonable price pursuant to Chapter 2254 of the Texas Government Code. The OWNER hereby contracts with the CONSULTANT as an independent contractor and not as an employee, and as such, the OWNER will not assert control over the day-to-day operations of the CONSULTANT. The CONSULTANT is customarily engaged to provide services as described herein independently and on a nonexclusive basis in the course of its business. This Agreement does not in any way constitute a joint venture between OWNER and CONSULTANT. The CONSULTANT hereby agrees to perform the services described herein based on the skills required for the scope of work in connection with the Project as stated in the sections to follow, with diligence and in accordance with the professional standards customarily obtained for such services in the State of Texas. The professional services set out herein are in connection with the following described project:

The Project shall include, the ability to assist the City with recommendations for project delivery, procurement validating programming results, tacking budgets, providing cash-flow projections to city staff as required, preparing cost estimates and any bond preparation and/or master Plan & Schedule, value engineering and change order reviews, negotiating and validating construction cost/cost of work, monitoring schedules; overseeing quality of all aspects of the project; communication with the project team; coordinating all issues, documentation, minutes, action items, and approvals to move the projects through all the various phases; providing direct interface with end-users and other stakeholders as required; briefing officials, Council, Boards, Commissions, ad-hoc committees, as described in **Exhibit A**, which is on file at the purchasing office and incorporated herein (the “Project”).

ARTICLE II
SCOPE OF BASIC SERVICES

The CONSULTANT shall perform the following services in a professional manner:

- A. The CONSULTANT shall perform all those services as necessary and as described in the OWNER's RFQ 7425 – Program Management Services, which is on file at the purchasing office and made a part hereof as Exhibit A as if written word for word herein.
- B. To perform all those services set forth in CONSULTANT's proposal, which proposal is attached hereto and made a part hereof as Exhibit B as if written word for word herein.
- C. CONSULTANT shall perform all those services set forth in individual task orders, as described in Exhibit B, and task orders agreed to in writing by OWNER and CONSULTANT after the execution of this Agreement which shall be attached to this Agreement and made a part hereof.
- D. If there is any conflict between the terms of this Agreement and the exhibits attached to this Agreement, the terms and conditions of this Agreement will control over the terms and conditions of the attached exhibits or task orders.

ARTICLE III
ADDITIONAL SERVICES

Additional services to be performed by the CONSULTANT, if authorized by the OWNER, which are not included in the above-described Basic Services, may be negotiated as needed, as either lump sum(s) or per the hourly rates included in Exhibit B.

- A. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- B. Preparing data and reports for assistance to OWNER in preparation for hearings before regulatory agencies, courts, arbitration panels or mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- C. Assisting OWNER in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- D. Assisting OWNER in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by CONSULTANT on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.

- E. Visits to the site in excess of the number of trips included in **Exhibit B**.
- F. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- G. Providing services not shown or otherwise excluded in Exhibit A.

ARTICLE IV
TIME OF COMPLETION

CONSULTANT is authorized to commence work under this contract upon execution of this AGREEMENT. CONSULTANT shall perform and complete its obligations herein in a prompt and continuous manner, so as to not delay the completion of the Project in accordance with the schedules as described in **Exhibit B**. The contract shall remain effective for one (1) year with the option for two (2) additional one (1) year extensions, in the total three (3) year term, acceptance by an authorized representative of the OWNER, exhaustion of authorized funds as provided in Article V.B, or termination as provided in this Agreement, whichever occurs first.

ARTICLE V
COMPENSATION

A. COMPENSATION TERMS:

- 1. "Subcontract Expense" is defined as expenses incurred by the CONSULTANT in employment of others in outside firms for services related to this agreement.
- 2. "Direct Non-Labor Expense" is defined as that expense for any assignment incurred by the CONSULTANT for supplies, transportation and equipment, travel, communications, subsistence, and lodging away from home, and similar incidental expenses in connection with that assignment.

B. BILLING AND PAYMENT: For and in consideration of the professional services to be performed by the CONSULTANT herein, the OWNER agrees to pay, based on a percentage complete of the lump sums shown for each service item in **Exhibit B** which is attached hereto and made a part of this Agreement as if written word for word herein, a total fee, including reimbursement for direct non-labor expenses not to exceed \$696,074.

Partial payments to the CONSULTANT will be made on the basis of detailed monthly statements rendered to and approved by the OWNER through its City Manager or his designee; however, under no circumstances shall any monthly statement for services exceed the value of the work performed at the time a statement is rendered.

Nothing contained in this Article shall require the OWNER to pay for any work which is unsatisfactory, as reasonably determined by the City Manager or his designee, or which is not submitted in compliance with the terms of this Agreement. The OWNER shall not be

required to make any payments to the CONSULTANT when the CONSULTANT is in default under this Agreement.

It is specifically understood and agreed that the CONSULTANT shall not be authorized to undertake any work pursuant to this Agreement which would require additional payments by the OWNER for any charge, expense, or reimbursement above the maximum not to exceed fee as stated, without first having the City of Denton City Council approve an amendment to this Agreement to provide for such work. The CONSULTANT shall not proceed to perform the services listed in Article III "Additional Services," without obtaining prior written authorization from the OWNER.

- C. **ADDITIONAL SERVICES:** For additional services authorized in writing by the OWNER in Article III, the CONSULTANT shall be paid based on the Schedule of Charges at either lump sum(s) or the hourly rates shown in **Exhibit B**. Payments for additional services shall be due and payable upon submission by the CONSULTANT and approval by the City staff, and shall be in accordance with subsection B hereof. Statements shall not be submitted more frequently than monthly.
- D. **PAYMENT:** If the OWNER fails to make payments due the CONSULTANT for services and expenses within thirty (30) days after receipt of the CONSULTANT's undisputed statement thereof, the amounts due the CONSULTANT will be paid interest in accordance with the Texas Government Code 2251.025. Additionally, the CONSULTANT may, after giving seven (7) days' written notice to the OWNER, suspend services under this Agreement until the CONSULTANT has been paid in full all amounts due for services, expenses, and charges. Nothing herein shall require the OWNER to pay the late charge if the OWNER reasonably determines that the work is unsatisfactory, in accordance with this Article V, "Compensation," there is a bona fide dispute concerning the amount due, or the invoice was not mailed to the address or in the form as described in this Agreement. The OWNER will notify CONSULTANT of any disputes within twenty-one (21) days of receipt of the invoice.
- E. **Invoices** shall be sent directly to the City of Denton Accounts Payable Department, 215 E McKinney St, Denton, TX, 76201-4299. A pro-forma invoice shall be sent to the contract administrator. It is the intention of the City of Denton to make payment on completed orders within thirty days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. **Invoices must reference the City of Denton Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.**

ARTICLE VI **OBSERVATION AND REVIEW OF THE WORK**

The CONSULTANT will exercise reasonable care and due diligence in discovering and promptly reporting to the OWNER any defects or deficiencies in the work of the CONSULTANT or any subcontractors or subconsultants.

ARTICLE VII
OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by the CONSULTANT (and CONSULTANT's subcontractors or subconsultants) pursuant to this Agreement are instruments of service, and shall become the property of the OWNER upon the termination of this Agreement, who is granted a limited license by the CONSULTANT as intended. The CONSULTANT is entitled to retain the intellectual property rights, as well as copies of all such documents. The documents prepared and furnished by the CONSULTANT are intended only to be applicable to this Project, and OWNER's use of these documents in other projects shall be at OWNER's sole risk and expense. In the event the OWNER uses any of the information or materials developed pursuant to this Agreement in another project or for other purposes than specified herein, CONSULTANT is released from any and all liability relating to their use in that project.

ARTICLE VIII
INDEMNITY AGREEMENT

THE CONSULTANT SHALL INDEMNIFY AND SAVE AND HOLD HARMLESS THE OWNER AND ITS OFFICERS, OFFICIALS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DEMANDS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO COURT COSTS AND REASONABLE ATTORNEY FEES ASSERTED AGAINST OR INCURRED BY THE OWNER, AND INCLUDING, WITHOUT LIMITATION, DAMAGES FOR BODILY AND PERSONAL INJURY, DEATH AND PROPERTY DAMAGE, RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE CONSULTANT OR ITS OFFICERS, SHAREHOLDERS, AGENTS, OR EMPLOYEES INCIDENTAL TO, RELATED TO, AND IN THE EXECUTION, OPERATION, OR PERFORMANCE OF THIS AGREEMENT.

Nothing in this Agreement shall be construed to create a liability to any person who is not a party to this Agreement, and nothing herein shall waive any of the parties' defenses, both at law or equity, to any claim, cause of action, or litigation filed by anyone not a party to this Agreement, including the defense of governmental immunity, which defenses are hereby expressly reserved.

ARTICLE IX
INSURANCE

During the performance of the services under this Agreement, CONSULTANT shall maintain insurance in compliance with the requirements of **Exhibit C** which is attached hereto and made a part of this Agreement as if written word for word herein.

ARTICLE X
ALTERNATIVE DISPUTE RESOLUTION

The parties may agree to settle any disputes under this Agreement by submitting the dispute to mediation with each party bearing its own costs of mediation. No mediation arising out of or relating to this Agreement, involving one party's disagreement may include the other party to the disagreement without the other's approval. Mediation will not be a condition precedent to suit.

ARTICLE XI
TERMINATION OF AGREEMENT

- A. Notwithstanding any other provision of this Agreement, either party may terminate by giving thirty (30) days' advance written notice to the other party.
- B. This Agreement may be terminated in whole or in part in the event of either party substantially failing to fulfill its obligations under this Agreement. No such termination will be affected unless the other party is given (1) written notice (delivered by certified mail, return receipt requested) of intent to terminate and setting forth the reasons specifying the non-performance, and not less than fifteen (15) calendar days to cure the failure; and (2) an opportunity for consultation with the terminating party prior to termination.
- C. If the Agreement is terminated prior to completion of the services to be provided hereunder, CONSULTANT shall immediately cease all services and shall render a final bill for services to the OWNER within thirty (30) days after the date of termination. The OWNER shall pay CONSULTANT for all services properly rendered and satisfactorily performed and for reimbursable expenses to termination incurred prior to the date of termination, in accordance with Article V "Compensation." Should the OWNER subsequently contract with a new consultant for the continuation of services on the Project, CONSULTANT shall cooperate in providing information. The CONSULTANT shall turn over all documents prepared or furnished by CONSULTANT pursuant to this Agreement to the OWNER on or before the date of termination, but may maintain copies of such documents for its use.

ARTICLE XII
RESPONSIBILITY FOR CLAIMS AND LIABILITIES

Approval by the OWNER shall not constitute, nor be deemed a release of the responsibility and liability of the CONSULTANT, its employees, associates, agents, subcontractors, and subconsultants for the accuracy and competency of their work; nor shall such approval be deemed to be an assumption of such responsibility by the OWNER for any defect in the work prepared by the CONSULTANT, its employees, subcontractors, agents, and consultants.

ARTICLE XIII
NOTICES

All notices, communications, and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail to the address shown below, certified mail, return receipt requested, unless otherwise specified herein. Mailed notices shall be deemed communicated as of three (3) days' mailing:

To CONSULTANT:

Peak Program Value, LLC
Chris Squadra
4450 Arapahoe, Suite 100
Boulder Colorado 80303

To OWNER:

City of Denton
Purchasing Manager –File 7425
901B Texas Street
Denton, Texas 76201

All notices shall be deemed effective upon receipt by the party to whom such notice is given, or within three (3) days' mailing.

ARTICLE XIV
ENTIRE AGREEMENT

This Agreement and related exhibits constitute the complete and final expression of this Agreement of the parties, and is intended as a complete and exclusive statement of the terms of their agreements, and supersedes all prior contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

ARTICLE XV
SEVERABILITY

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

ARTICLE XVI
COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the work covered hereunder as those laws may now read or hereinafter be amended.

ARTICLE XVII
DISCRIMINATION PROHIBITED

In performing the services required hereunder, the CONSULTANT shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, national origin or ancestry, age, or physical handicap.

ARTICLE XVIII
PERSONNEL

- A. The CONSULTANT represents that it has or will secure, at its own expense, all personnel required to perform all the services required under this Agreement. Such personnel shall not be employees or officers of, or have any contractual relations with the OWNER. CONSULTANT shall inform the OWNER of any conflict of interest or potential conflict of interest that may arise during the term of this Agreement.
- B. All services required hereunder will be performed by the CONSULTANT or under its supervision. All personnel engaged in work shall be qualified, and shall be authorized and permitted under state and local laws to perform such services.

ARTICLE XIX
ASSIGNABILITY

The CONSULTANT acknowledges that this Agreement is based on the demonstrated competence and specific qualifications of the CONSULTANT and is therefore personal as to the CONSULTANT. Therefore, the CONSULTANT shall not assign any interest in this Agreement, and shall not transfer any interest in this Agreement (whether by assignment, novation, or otherwise) without the prior written consent of the OWNER.

ARTICLE XX
MODIFICATION

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, and unless such waiver or modification is in writing and duly executed; and the parties further agree that the provisions of this section will not be waived unless as set forth herein.

ARTICLE XXI
MISCELLANEOUS

- A. The following exhibits are attached to and made a part of this Agreement:

Exhibit A - RFQ 7425 – Program Management Services (on file at the purchasing office)
Exhibit B – Consultant’s Scope of Services Offer and Project Schedule
Exhibit C – Consultant’s Insurance Requirements

What is called for by one exhibit shall be as binding as if called for by all. In the event of an inconsistency or conflict in this Agreement and any of the provisions of the exhibits,

the inconsistency or conflict shall be resolved by giving precedence first to this Agreement then to the exhibits in the order in which they are listed above.

- B. This Agreement shall be governed by, construed, and enforced in accordance with, and subject to, the laws of the State of Texas or federal law, where applicable, without regard to the conflict of law principles of any jurisdiction. In the event there shall be any dispute arising out of the terms and conditions of, or in connection with, this Agreement, the party seeking relief shall submit such dispute to the District Courts of Denton County or if federal diversity or subject matter jurisdiction exists, to the United States District Court for the Eastern District of Texas-Sherman Division.
- C. For the purpose of this Agreement, the key persons who will perform most of the work hereunder shall be as determined by the CONSULTANT to best provide the services to the City for each project. However, nothing herein shall limit CONSULTANT from using other equally qualified and competent members of its firm to perform the services required herein.
- D. CONSULTANT shall commence, carry on, and complete any and all projects with all applicable dispatch, in a sound, economical, and efficient manner and in accordance with the provisions hereof. In accomplishing the projects, CONSULTANT shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on by the OWNER.
- E. The OWNER shall assist the CONSULTANT by placing at the CONSULTANT's disposal all available information pertinent to the Project, including previous reports, any other data relative to the Project, and arranging for the access thereto, and make all provisions for the CONSULTANT to enter in or upon public and private property as required for the CONSULTANT to perform services under this Agreement.
- F. The captions of this Agreement are for informational purposes only, and shall not in any way affect the substantive terms or conditions of this Agreement.
- G. The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

ARTICLE XXII **INDEPENDENT CONTRACTOR**

CONSULTANT shall provide services to OWNER as an independent contractor, not as an employee of the OWNER. CONSULTANT shall not have or claim any right arising from employee status.

ARTICLE XXIII
RIGHT TO AUDIT

The OWNER shall have the right to audit and make copies of the books, records and computations pertaining to this agreement. The CONTRACTOR shall retain such books, records, documents and other evidence pertaining to this agreement during the contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within 10 business days of written request. Further, the CONTRACTOR shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to this agreement, and to allow the OWNER similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the OWNER unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the CONTRACTOR which must be payable within five business days of receipt of an invoice.

Failure to comply with the provisions of this section shall be a material breach of this contract and shall constitute, in the OWNER'S sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

ARTICLE XXIV
PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

Supplier acknowledges that in accordance with Chapter 2270 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this agreement, Supplier certifies that Supplier's signature provides written verification to the City that Supplier: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

ARTICLE XXV
PROHIBITION ON CONTRACTS WITH COMPANIES DOING BUSINESS WITH IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION

Section 2252 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this agreement, Supplier certifies that Supplier's signature provides written verification to the City that Supplier, pursuant to Chapter 2252, is not ineligible to enter into this agreement and will not***

become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization. Failure to meet or maintain the requirements under this provision will be considered a material breach.

ARTICLE XXVI
PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS

No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City’s Ethic Ordinance 18-757 and in the City Charter chapter 2 article XI(Ethics). Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City’s Conflict of Interest Questionnaire.

IN WITNESS HEREOF, the City of Denton, Texas has caused this Agreement to be executed by its duly authorized City Manager, and CONSULTANT has executed this Agreement through its duly authorized undersigned officer on this date 10/13/2020.

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

CITY OF DENTON, TEXAS
“OWNER”

DocuSigned by:
Scott Gray
A79499140F7443A...
SIGNATURE Scott Gray
PRINTED NAME

DocuSigned by:
Todd Hileman
E776C711BA0D454...
TODD HILEMAN, CITY MANAGER

Director of Facilities, and CIP
TITLE
Facilities Administration
DEPARTMENT

ATTEST:
ROSA RIOS, CITY SECRETARY

DocuSigned by:
Rosa Rios
BY: 1C5CA8C5E175493...

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

PEAK PROGRAM VALUE, LLC
"CONSULTANT"

BY: DocuSigned by:
Mack Peinwand
7F9D328BF0204E5... _____

DocuSigned by:
Chris Squadra
D9FFDCA83E20468... _____

BY: Chris Squadra

ITS: Partner

2020-673213

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

City & Consultant PSA 7425 - Exhibit B.1 - Task Order 01.A
Project Controls Scope of Services & Fees - PD HQ Reno + Substation + Firing Range

Service Item #	Description	Fees + Expenses	
1.A	Construction		
A.	One Time Tasks - Set Up Project Controls & Information Management Systems	Included	Concurrent w/1.B Below
1.0	Cost Management Options Review	✓	585
2.0	Schedule Management Options Review	✓	585
3.0	Information Management Options Review	✓	585
4.0	Set Up the Chosen Systems, Processes & Tools for Tracking:	✓	12,895
.1	Budgets Against Commitments	✓	
.2	Proposed Change Orders	✓	
.3	Pending Commitments	✓	
.4	CM/GC, Design Team, and Consultant Contract Changes	✓	w/Above
.5	Contingency Use Log(s)	✓	
.6	Commitments vs. Budget	✓	
.7	Payments vs. Commitments	✓	
5.0	Set Up Buyout Savings Tracking Process with CMAR	✓	755
6.0	Set Up the Allowances & Furnishings/Equipment Budget Tracking System	✓	1,510
7.0	Review Project Controls Systems with Team	✓	410
8.0	Project Controls Systems Training for Architect & Owner Team	✓	1,435
	Subtotal: One Time Tasks - Set Up Project Controls & Information Management Systems		18,760
B.	Ongoing Project Control Services - Cost, Schedule & Information Management	Included	
1.0	Ongoing Cost Management	✓	
2.0	Ongoing Schedule Management	✓	
3.0	Ongoing Information Management	✓	
4.0	Meetings During Construction:		
.1	Project Executive	Monthly	
.2	Senior Project Manager	N/A	
.3	Project Manager	4X per Month	
.4	Assistant PM	N/A	
5.0	Review Project Status & Interview Team Members	✓	
6.0	Read Weekly Meeting Minutes & Status Logs	✓	
7.0	Reporting to Owner	4X per Month	
8.0	Review Applications for Payment Monthly:	✓	
.1	Note Compliance with the Contract and Standards of the Industry	✓	
.2	Compare Scheduled/Completed Work vs. Amount Billed	✓	
.3	Review Appropriateness of Contingency Reallocations	✓	
.4	Validate Proper Documentation of Expenditures	✓	
.5	Track Use of Allowances	✓	
.6	Track Invoices for Furnishings & Equipment	✓	
.7	Confirm Buyout Savings Status	✓	
9.0	Update Owner's Budget	✓	
10.0	Maintain and Update Project Budget Tracking System	✓	
11.0	Publish Monthly Reports wExecutive Summary + Detailed Findings	✓	
12.0	Establish Schedule Tracking Procedures	✓	
13.0	Validate CM/GC's Proposed Change Requests (up to a Max of 5.0% of GC's Contract Amount) (5.0% CO Max is Calculated on Contract without City's Owner's Contingency Line Included) (Evaluating & Negotiating COs Above this 5.0% Amount Is An Additional Service)	✓ ✓ ✓	
14.0	Validate Project Turnover, Start-up, Owner Move-in, and Closeout Procedures Duration of Services = CMAR's Contract Schedule; Extensions Calc'd at Monthly Rate Below	✓ ✓	
	Subtotal: Ongoing Project Control Services - Cost, Schedule & Information Management	16 Months	29,678 /MO 474,848
	Total Fees for Construction Project Controls Services (w/o Reimbursable Expenses)		493,608
	Reimbursable Expenses (Billed at Actual Cost; Assumes 16 Months)		22,866
	Total - Construction Services Fees + Reimbursables		516,474

City & Consultant PSA 7425 - Exhibit B.1 - Task Order 01.A
Project Controls Scope of Services & Fees - PD HQ Reno + Substation + Firing Range

Service Item #	Description	Fees + Expenses	
C.	Task Order # 01.A Assumes Services Below Provided Outside this Task Order		
1.0	Safety Plan and Logistics Coordination	Excluded	Excluded
2.0	Project Management Team Leader	Excluded	Excluded
3.0	Quality Management	Excluded	Excluded
4.0	Management of Project Turnover, Start-up, and Owner Move-in	Excluded	Excluded
5.0	Management of Project Closeout	Excluded	Excluded
6.0	Services During Construction	Excluded	Excluded
7.0	Services Not Checked in Sections Above	Excluded	Excluded

Service Item #	Source of Service Item in PSA		Description	Fees + Expenses		
01.B	Exhibit A Reference		Construction			
A.	Page #	Section	City Stakeholder Management	16 Months	1,865 /MO	29,840
1.0	2	IV.	Provide Direct Interface with End-users and Other Stakeholders as Required			✓
2.0	2	IV.1	Maintain a Single Point of Project Contact for the City Team			✓
3.0	3	IV.2.A	Provide Briefings of Officials, Council, Boards, Commissions, & Ad-hoc Committees			✓
4.0			Plan, Coordinate & Lead Project Update Meetings & Status Report Distribution for Above			✓
5.0		IV.2.E	Provide a Public Communication Plan for Neighborhoods & Community-wide Citizens			✓
6.0	4	IV.4.D	Assist Staff in Coordination of Ground-breaking, Announcements & Press Conferences			✓
7.0	4	IV.4.E	Coordinate Design, Approval & Placement of Project Signage			✓
7.0	14	A.33	Serve as the City's Point of Contact during Construction			✓
8.0	14	A.33	Conduct Construction Update Meetings at Construction Sites			✓
B.	Page	Section	Quality Management	16 Months	8,410 /MO	134,560
1.0	5	IV.10.J	Coordinate Project Close Out, including Obtaining Final As-Built Plans from Contractor			✓
2.0		IV.13	Monitor Construction Progress			✓
3.0			Advise the City of Any Observations of Non-Conforming Work or Other Quality Concerns			✓
4.0	13	A.27	Manage the Geotechnical Investigations and Develop Contracts for Geotechnical Firms			✓
5.0			Review Results from Geotechnical Investigations			✓
6.0		A.34	Review Contractor's Quality Control Plan			✓
7.0		A.35.a	Provide Oversight of City's Quality Assurance Plan			✓
8.0	14	A.37	Review Submittals Prepared by the Contractor & Processed by the Design Team			✓
9.0			Coordinate City Staff Review of Submittals Where Required			✓
10.0		A.40	Coordinate City Vendors, to Include Security, Data, Telecom, & Move Management			✓
11.0	Coordinate Furnishings Installation (Furnishings Procurement by Others)				✓	
12.0	15	A.43	Coordinate City's Architect's Site Visits & Facility's Punchlist Distribution/Tracking			✓
13.0			Monitor Contractor's Completion of Punchlist Items & Architect's Confirmation of Same			✓
14.0		A.44	Coordinate City's Commissioning Consultant's Site Visits & Review Reports			✓
15.0			Monitor Contractor's Compliance w/Commissioning Consultant's Findings & Final Cx Report			✓
16.0			A.45	Coordinate Turnover of Closeout Documentation & Project Information Management System		
17.0	A.50	Coordinate City's Architect's 11 Month Warranty Site Visit & Distribution Findings			✓	
						✓
C.	Page	Section	Support Services for Other City Project Management Responsibilities			
1.0	12	A.9	Issue "Notices to Proceed" on Appropriate Phases			✓
2.0	14	A.34	Coordinate TAS Consultant's Site Visit(s) & Review TAS Consultant's Findings			✓
			Subtotal - Support Services for Other City Project Management Responsibilities			w/Above
			Total Fees for City Support Services (w/o Reimbursable Expenses)			164,400
			Reimbursable Expenses (Billed at Actual Cost; Assumes 16 Months)			15,200
			Total -City Support Services Fees + Reimbursables			179,600

City & Consultant PSA 7425 - Exhibit B.1 - Task Order 1.B
City Project Support - Scope of Services & Fees - PD HQ Reno + Substation + Firing Range

Service Item #	Source of Service Item in PSA	Description	Fees + Expenses
D.		Task Order # 01.B Assumptions	
1.0		Consultant's Services For Task Order # 01.A for this Contract (7425) Remains in Place	
2.0		Design, Procurement, and Delivery of Furnishings is by Others	
3.0		Design, Procurement, and Delivery of Security, Data, Telecom Equipment is by Others	
4.0		Consultant Will Be Performing Onsite Observations, not Continuous or Exhaustive Inspections	
5.0		Consultant Will Not be Held for Contractor's or Vendor's Nonconforming Work	
6.0		Consultant is Not Responsible for Architect's or Contractor's Failure to Perform	
7.0		Fees for for Architect's or Contractor's Failure to Perform, or Project Delays are Add Services	
8.0		Safety Plan and Logistics Coordination Are Solely the Resonsibility of the Contractor	
9.0		Services Not Checked in Sections Above (Even if Included In PSA Exhibit A) Are Excluded	



Peak Program Value, LLC ▪ 4450 Arapahoe ▪ Suite 100 ▪ Boulder CO ▪ 80303 ▪ 303.503.1155

City & Consultant PSA 7245 - Exhibit B.1 - Task Order 01

Project Controls Services Schedule - PD HQ Reno + Substation + Firing Range

Consultant's Construction Services Schedule

Notice to Proceed with Construction to CMAR	14 JAN 2021		
		<u>Substantial Completion</u>	<u>Final Acceptance</u>
Police Department Headquarters Renovation	22 MAR 2022		19 APR 2022
New Substation	22 MAR 2022		19 APR 2022
New Firing Range	27 JAN 2022		14 FEB 2022

Project Closeout done & completion of PPV's Construction Services assumed to be 14 MAY 2021, for a total service duration of 16 months.

Fees & reimbursables for extensions of services beyond 16 months will be pro-rated at the Consultant's monthly rate.

PPV Hourly Rates 2020

Updated on 03 JAN 2020

Printed on 4/13/2020 at 5:24 PM

Description	\$/Hr	Comments
Principal	240	
Project Executive	210	
Value Analyst	205	Value engineering, value analysis & life cycle costing
Project Controls Lead/Chief Estimator	195	
Senior Project Manager	190	
Mechanical\Electrical\Civil Estimator	190	
Senior Estimator\Project Manager	165	
Project Estimator\Asst Project Manager	125	
Technical Support	90	
Administrative Support	75	
Auditing	185 to 425	Depends on specific assignment
Schedule Analyst	95 to 285	Depends on specific assignment
<p>Note:</p> <p>The above rates do not include reimbursable expenses (e.g. mileage, printing, shipping, out of town travel expenses, etc.) and are subject to escalation at 3.5% annually.</p> <p>Expert witness testimony at trial and/or depositions, and trial/deposition preparation is billed at a 1.5 multiplier of the above rates.</p>		

The Consultant's attention is directed to the insurance requirements below. It is highly recommended that Consultant confer with their respective insurance carriers or brokers to determine in advance of its proposal or bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. Upon award, all insurance requirements shall become contractual obligations, which the successful Consultant shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the Consultant/Contractor, the Consultant/Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.

As soon as practicable after notification of award, Consultant/Contractor shall file with the Purchasing Department satisfactory certificates of insurance, containing the proposal/bid number and title of the project. Consultant/Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Consultants/Contractors are strongly advised to make such requests prior to proposal/bid opening, since the insurance requirements may not be modified or waived after proposal/bid opening unless a written exception has been submitted with the proposal/bid. Consultant/Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A or better**.
- Any deductibles or self-insured retentions shall be declared in the proposal or bid. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the Consultant/Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- Liability policies shall be endorsed to provide the following:

- Name as additional insured the City of Denton, its Officials, Agents, Employees and volunteers.
- That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
- Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.
- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***
- Should any of the required insurance be provided under a claims-made form, Consultant/Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Consultant/Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

[X] A. General Liability Insurance:

General Liability insurance with combined single limits of not less than **\$1,000,000.00** shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
- Coverage B shall include personal injury.
- Coverage C, medical payments, is not required.

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.
- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

[X] Automobile Liability Insurance:

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than **\$500,000.00** either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this contract.

Satisfaction of the above requirement shall be in the form of a policy endorsement for:

- any auto, or
- all owned, hired and non-owned autos.

Workers' Compensation Insurance

Contractor shall purchase and maintain Worker's Compensation insurance which, in addition to meeting the minimum statutory requirements for issuance of such insurance, has Employer's Liability limits of at least \$100,000 for each accident, \$100,000 per each employee, and a \$500,000 policy limit for occupational disease. The City need not be named as an "Additional Insured" but the insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for any work performed for the City by the Named Insured. For building or construction projects, the Contractor shall comply with the provisions of Attachment 1 in accordance with §406.096 of the Texas Labor Code and rule 28TAC 110.110 of the Texas Worker's Compensation Commission (TWCC).

Owner's and Contractor's Protective Liability Insurance

The Contractor shall obtain, pay for and maintain at all times during the prosecution of the work under this contract, an Owner's and Contractor's Protective Liability insurance policy naming the City as insured for property damage and bodily injury which may arise in the prosecution of the work or Contractor's operations under this contract. Coverage shall be on an "occurrence" basis, and the policy shall be issued by the same insurance company that carries the Contractor's liability insurance. Policy limits will be at least combined bodily injury and property damage per occurrence with a _____ aggregate.

Professional Liability Insurance

Professional liability insurance with limits not less than **\$1,000,000.00** per claim with respect to negligent acts, errors or omissions in connection with professional services is required under this Agreement.

Builders' Risk Insurance

Builders' Risk Insurance, on an All-Risk form for 100% of the completed value shall be provided. Such policy shall include as "Named Insured" the City of Denton and all subcontractors as their interests may appear.

Commercial Crime

Provides coverage for the theft or disappearance of cash or checks, robbery inside/outside the premises, burglary of the premises, and employee fidelity. The employee fidelity portion of this coverage should be written on a "blanket" basis to cover all employees,

including new hires. This type insurance should be required if the contractor has access to City funds. Limits of not less than _____ each occurrence are required.

Additional Insurance

Other insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Specific Conditions" of the contract specifications.

ATTACHMENT 1

Worker's Compensation Coverage for Building or Construction Projects for Governmental Entities

A. Definitions:

Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

- 1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
- 1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - 2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - 3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 4) obtain from each other person with whom it contracts, and provide to the contractor:
 - a) certificate of coverage, prior to the other person beginning work on the project; and

- b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- 5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - 6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

CONFLICT OF INTEREST QUESTIONNAIRE**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.**Peak Program Value, LLC****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.

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.

4 **I have no Conflict of Interest to disclose.**

5 _____
Christopher J. Squadra
Signature of vendor doing business with the governmental entity

July 22, 2020
Date

Certificate Of Completion

Envelope Id: E2991B3E19E74F55A3F19382AD0A1224	Status: Completed
Subject: Please DocuSign: City Council Contract 7425 Program Management	
Source Envelope:	
Document Pages: 28	Signatures: 5
Certificate Pages: 6	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Christa Christian
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	Christa.Christian@cityofdenton.com
	IP Address: 198.49.140.104

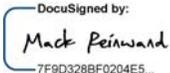
Record Tracking

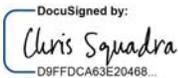
Status: Original	Holder: Christa Christian	Location: DocuSign
10/5/2020 12:53:14 PM	Christa.Christian@cityofdenton.com	

Signer Events

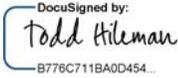
Signer Events	Signature	Timestamp
Christa Christian christa.christian@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Completed Using IP Address: 198.49.140.104	Sent: 10/5/2020 12:58:13 PM Viewed: 10/5/2020 12:58:30 PM Signed: 10/5/2020 12:58:53 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: 198.49.140.104	Sent: 10/5/2020 12:58:57 PM Viewed: 10/5/2020 1:36:49 PM Signed: 10/5/2020 1:37:19 PM
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Mack Reinwand mack.reinwand@cityofdenton.com 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: 198.49.140.104	Sent: 10/5/2020 1:37:22 PM Viewed: 10/5/2020 1:43:38 PM Signed: 10/5/2020 1:44:25 PM
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Chris Squadra csquadra@peakprogramvalue.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 71.229.204.176	Sent: 10/5/2020 1:44:28 PM Viewed: 10/5/2020 2:14:14 PM Signed: 10/5/2020 3:35:17 PM
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Electronic Record and Signature Disclosure:
Accepted: 10/5/2020 2:14:14 PM
ID: 1ff62685-e12e-4e17-8827-8fb682e1f995

Signer Events	Signature	Timestamp
<p>Scott Gray scott.gray@cityofdenton.com Director - Airport, Capital Planning, Facilities x Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 10/5/2020 3:35:45 PM ID: 47ddb0a3-0266-472c-994a-0cf59fe50980</p>	<p>DocuSigned by:  A79499140F7443A...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10</p>	<p>Sent: 10/5/2020 3:35:19 PM Viewed: 10/5/2020 3:35:45 PM Signed: 10/5/2020 3:37:41 PM</p>
<p>Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>Completed</p> <p>Using IP Address: 198.49.140.104</p>	<p>Sent: 10/5/2020 3:37:43 PM Viewed: 10/14/2020 10:08:20 AM Signed: 10/14/2020 10:08:52 AM</p>
<p>Todd Hileman Todd.Hileman@cityofdenton.com City Manager City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 7/25/2017 11:02:14 AM ID: 57619fbf-2aec-4b1f-805d-6bd7d9966f21</p>	<p>DocuSigned by:  B776C711BA0D454...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 47.184.93.41</p>	<p>Sent: 10/14/2020 10:08:54 AM Viewed: 10/14/2020 10:40:48 AM Signed: 10/14/2020 10:40:54 AM</p>
<p>Rosa Rios rosa.rios@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 10/14/2020 10:47:30 AM ID: dc55632f-2612-4cc4-9d0e-df639f804e42</p>	<p>DocuSigned by:  1C5CA8C5E175493...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10</p>	<p>Sent: 10/14/2020 10:40:56 AM Viewed: 10/14/2020 10:47:30 AM Signed: 10/14/2020 10:48:25 AM</p>

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

<p>Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure:</p>	<p>COPIED</p>	<p>Sent: 10/5/2020 12:58:57 PM</p>
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Carbon Copy Events	Status	Timestamp
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Not Offered via DocuSign		
Sherri Thurman sherri.thurman@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/5/2020 3:37:43 PM
Zolaina Parker Zolaina.Parker@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/14/2020 10:48:27 AM
Dawn Wilson dawn.wilson@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/14/2020 10:48:28 AM Viewed: 10/14/2020 10:49:03 AM

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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	10/14/2020 10:48:28 AM
Completed	Security Checked	10/14/2020 10:48:28 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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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.

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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..

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.

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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

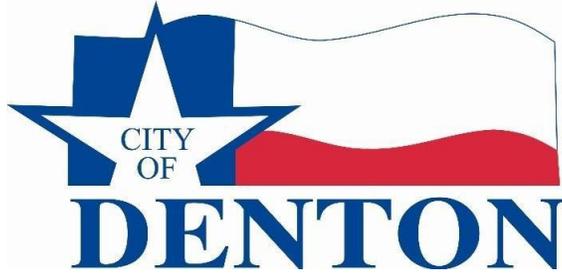
** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your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

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.



DocuSign Transmittal Coversheet

File Name	7425
Purchasing Contact	Christa Christian
Contract Expiration	10/13/23

**FIRST AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND PEAK PROGRAM VALUE, LLC
PSA 7425**

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS FIRST AMENDMENT TO CONTRACT 7425 (“Amendment”) by and between the City of Denton, Texas (“City”) and PEAK PROGRAM VALUE, LLC. (“Consultant”); to that certain contract executed on October 13, 2020, in the original not-to-exceed amount of \$696,074.00 (the “Agreement”); for services related to Program Management Services.

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 \$44,910.00 with this Amendment for an aggregate not-to-exceed amount of \$740,984.00; 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 Program Management Services, 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” a total fee, including reimbursement for non-labor expenses an amount not to exceed \$44,910.00.
2. This Amendment modifies the Agreement amount to provide an additional \$44,910.00 for the additional services with a revised aggregate not to exceed total of \$740,984.00.

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 02/08/2021.

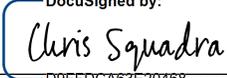
“CITY”

“CONSULTANT”

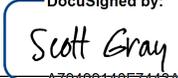
CITY OF DENTON, TEXAS
A Texas Municipal Corporation

PEAK PROGRAM VALUE, LLC.

By: 
6A8263DF08F4429
Purchasing Agent

By: 
D9EFDC63E20468
CHRIS SQUADRA, PARTNER

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


A79499140F7443A
SIGNATURE SCOTT GRAY
PRINTED NAME

DIRECTOR OF FACILITIES AND CIP
TITLE

FACILITIES ADMINISTRATION
DEPARTMENT



EXHIBIT A

Peak Program Value, LLC ▪ 4450 Arapahoe ▪ Suite 100 ▪ Boulder CO ▪ 80303 ▪ 303.503.1155

**City & Consultant PSA 7245 - Exhibit B.2 - Task Order 02
Project Controls Services – City Hall West Renovation Project
Consultant’s Scope of Services and Compensation**

The following pages specifies the Consultant’s scope of services and compensation.



Peak Program Value, LLC ▪ 4450 Arapahoe ▪ Suite 100 ▪ Boulder CO ▪ 80303 ▪ 303.503.1155

I. Consultant's Scope of Services

The Consultant will provide the following services as the base of this proposal:

A. Public & Private Tenant Selection Process Implementation

Meet with the team, and discuss the process steps for selecting the most qualified, interested and collaborative "for profit" and "non-profit" potential tenants (the "Tenants") that bring short and long term benefits to the project and the City.

Prepare a detailed schedule for this process; meet with the project team to review, discuss and approve this schedule. Work with the City team to initiate this procurement process, and create tools (e.g. RFI, RFQ, and RFP) to assist with their implementation.

Assist "behind the scenes" during the Tenants' selection, answering process questions, analyzing candidates' technical submittals, and offering third party suggestions when advice is requested.

B. Validation of Selected Project Tenants' Proposed Pro Forma & Fee Structure

Work closely with the selected Tenants team to understand their proposed pro forma, schedule, compensation and other deliverables. Validate the Tenants' proposals for reasonableness and compliance with standards of the industry, and advise the City on PPV's recommended response.

Collaborate with the City and Tenants in two interactive work sessions to reconcile differences (if any) between the Tenants' proposed pro forma plan, deliverables and compensation and the City's requirements.

C. Design Team Selection Process & Management

Meet with the City team, and discuss the process steps for selecting the most qualified design team (the "Architect") for preparing the construction documents for demolition and removal of the interior finishes in the building now.

Prepare a draft schedule showing the milestone dates by phase for this process. Review with the project team, and revise and resubmit until approved by the City.

Support the City team through the Architect procurement process. Schedule and facilitate meetings, deliverables (e.g. RFQ and RFP); assist with fee & contract negotiations with the selected Architect.

Manage the Architect through preconstruction, up through completion of Construction Documents for demolition.

D. Hazardous Materials Assessment Team Selection Process

Meet with the City team, and discuss the process steps for selecting the most qualified hazardous materials assessment team (the "HazMat Assessment Firm") for confirming the existing hazardous material reports are sufficient to meet current requirements.

Prepare a draft schedule showing the milestone dates by phase for this process. Review with the project team, and revise and resubmit until approved by the City.

Support the City team through the HazMat Assessment Firm procurement process. Schedule and facilitate meetings, deliverables (e.g. RFQ and RFP); assist with fee & contract negotiations with the selected HazMat Assessment Firm.

Manage the HazMat Abatement Firm up through completion of hazardous material abatement scope documents.

E. Hazardous Materials Abatement Contractor Selection Process

Meet with the City team and the HazMat Assessment Firm, and discuss the process steps for selecting the most qualified hazardous materials abatement contractor (the "HazMat Abatement Contractor") for abating the hazardous material identified in the hazardous material abatement scope documents.

Prepare a draft schedule showing the milestone dates by phase for this process. Review with the project team, and revise and resubmit until approved by the City.

Support the City team through the HazMat Abatement Contractor procurement process. Schedule and facilitate meetings, deliverables (e.g. RFQ and RFP); assist with fee & contract negotiations with the selected HazMat Abatement Contractor.

Oversee the HazMat Assessment Firm's management of the HazMat Abatement Contractor up through completion of hazardous material abatement.

F. Demolition Contractor Selection Process

Meet with the City team and the Architect, and discuss the process steps for selecting the most qualified demolition contractor (the "Demolition Contractor") for completing the scope identified in the Architect's demolition Construction Documents.

Prepare a draft schedule showing the milestone dates by phase for this process. Review with the project team, and revise and resubmit until approved by the City.

Support the City team through the Demolition Contractor procurement process. Schedule and facilitate meetings, deliverables (e.g. RFQ and RFP); assist with fee & contract negotiations with the selected Demolition Contractor.

Collaborate with the Architect to manage the Demolition Contractor up through completion of demolition.

G. Information Management Plan

Set up and maintain an internet-based, fully accessible information hub for all process participants. Oversee access for both the internal City team as well as external stakeholders; manage file naming standards; and supersede/store outdated files so the most current information is readily visible and accessible.

H. Interactive Work Sessions and Meetings Required for Basic Services Above

Included

Attend interactive work sessions and meetings required (in the opinion of the PPV) for the above deliverables.

II. Consultant's Compensation

A. Fees & Reimbursable Expenses

Fees for these Basic Services will be **\$43,785**, excluding the cost of reimbursable expenses below.

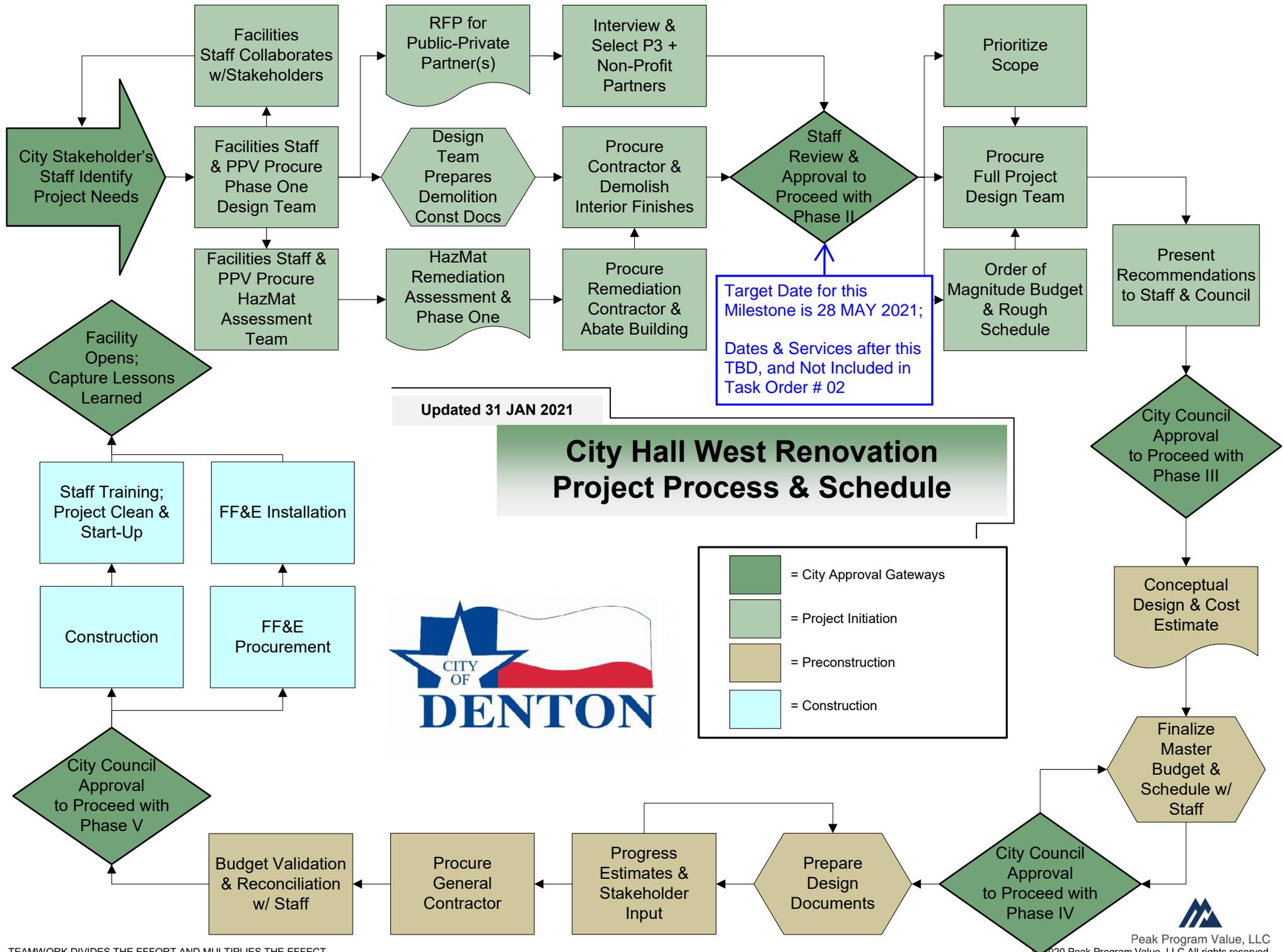
Reimbursable expenses (e.g. travel costs, lodging and subsistence, parking, mileage, and shipping costs) will be billed at cost, and will not exceed **\$1,125**.

DCHW – PSA 7245 - Exhibit B.2 - Task Order 02

City Hall West Project Process and Schedule

The following page outlines the project process, and the schedule of the Consultant's services to be provided up to 28 MAY 2021.

Fees & reimbursables for extensions of services beyond 28 MAY 2021, through no fault of the Consultant, will be equitably adjusted as mutually agreed in writing by the City and the Consultant.



Legend:

- = City Approval Gateways
- = Project Initiation
- = Preconstruction
- = Construction



Certificate Of Completion

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Source Envelope:	
Document Pages: 8	Signatures: 3
Certificate Pages: 6	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Christa Christian
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	Christa.Christian@cityofdenton.com
	IP Address: 198.49.140.104

Record Tracking

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Signer Events

Christa Christian
 christa.christian@cityofdenton.com
 Senior Buyer
 City of Denton
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Signature

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

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Scott Gray
 scott.gray@cityofdenton.com
 Director - Airport, Facilities, Real Estate
 x
 Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure: Accepted: 2/5/2021 5:08:26 PM ID: d228613d-5450-484b-a392-6aad56e685e8

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<p>Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>Completed</p> <p>Using IP Address: 198.49.140.104</p>	<p>Sent: 2/8/2021 9:10:21 AM Viewed: 2/8/2021 10:12:19 AM Signed: 2/8/2021 10:12:27 AM</p>
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Marissa Barrett marissa.barrett@cityofdenton.com Management Analyst City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>COPIED</p>	<p>Sent: 2/8/2021 9:10:21 AM</p>
<p>Chris Squadra csquadra@peakprogramvalue.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 2/5/2021 5:07:36 PM ID: d6d2f4e6-dc6d-4e07-986e-8f4f22335554</p>	<p>COPIED</p>	<p>Sent: 2/8/2021 10:12:28 AM</p>
<p>Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>COPIED</p>	<p>Sent: 2/8/2021 10:12:28 AM</p>
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/3/2021 9:43:38 AM
Certified Delivered	Security Checked	2/8/2021 10:12:19 AM
Signing Complete	Security Checked	2/8/2021 10:12:27 AM
Completed	Security Checked	2/8/2021 10:12:28 AM

Payment Events	Status	Timestamps
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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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- 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.

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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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**SECOND AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND PEAK PROGRAM VALUE, LLC.
PSA 7425**

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS SECOND AMENDMENT TO CONTRACT 7425 (“Amendment”) by and between the City of Denton, Texas (“City”) and PEAK PROGRAM VALUE, LLC (“CONSULTANT”); to that certain contract executed on October 13, 2020, in the original not-to-exceed amount of \$696,074.00 amended on June 19, 2018 in the additional amount of \$44,910.00 aggregating a not-to-exceed amount of \$740,984.00 (collectively, the Original Agreement and the First Amendment are the “Agreement”) for services related to Program Management Services

WHEREAS, the City deems it necessary to further expand the services provided by Consultant to the City pursuant to the terms of the Agreement providing the authorization to proceed with project controls and city support services; 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 **Program Management Services** are hereby authorized to be performed by **Consultant**. For and in consideration of the additional services to be performed by Consultant, the City **agrees the Consultant services will be Pro Bono**, based on the cost estimate detail.

This Amendment modifies the Agreement to provide additional project controls and City support Services.

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 4/8/2021.

“Consultant”

PEAK PROGRAM VALUE, LLC.

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

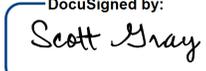
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By: 
DocuSigned by:
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CHRIS SQUADRA, PARTNER

CHRISTA CHRISTIAN, CPPB
PROCUREMENT AND COMPLIANCE

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


DocuSigned by:
A79499140F7443A...

Scott Gray

SIGNATURE

PRINTED NAME

Director - Airport, Facilities, Real Estate

TITLE

Facilities

DEPARTMENT



EXHIBIT A

Peak Program Value, LLC ▪ 4450 Arapahoe ▪ Suite 100 ▪ Boulder CO ▪ 80303 ▪ 303.503.1155

City & Consultant PSA 7425 - Task Order 03

Project Controls + City Support Services – Loop 288 The Junction Project

Consultant’s Project Scope; Services & Fees; and Project Schedule

This Task Order # 03 provides the authorization to proceed with project controls and City support services, under the terms and conditions of Professional Services Agreement # 7245, and as defined in the following attachments:

- Attachment A – Project Scope
- Attachment B – Services and Fees
- Attachment C – Project Schedule

CITY OF DENTON, TEXAS
OWNER

SARA HENSLEY, INTERIM CITY MANAGER

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: _____

PEAK PROGRAM VALUE, LLC
“CONSULTANT”

BY: Chris Squadra ITS: Partner

PSA 7425: Task Order # 03

Attachment A - PROJECT SCOPE

The planning, programming, design analysis, and construction of 909 N. Loop 288 to provide for a co-located day center and overnight shelter.

■ **PROJECT PHASES:**

- Purchase (*completed*)
- Zoning (*completed*)
- Design
 - Phase 1 & 2 (*completed*) - Schematic Design, Cost Estimates, Design Development
 - Phase 3 (*next*) – Construction Design and Cost

■ **CONSTRUCTION**

CONCEPTUAL DESIGN

ENTRY / RECEPTION	DINING
PROGRAM SERVICES	ENHANCED ROOMS
CLASSROOM	LOUNGE
ADMINISTRATION	EMERGENCY SHELTER
PROGRAM SERVICES / WELLNESS	KITCHEN
STAFF ENTRANCE	STORAGE / RECEIVING

COMMERCIAL KITCHEN

EMERGENCY SHELTER



PROGRAM SERVICES

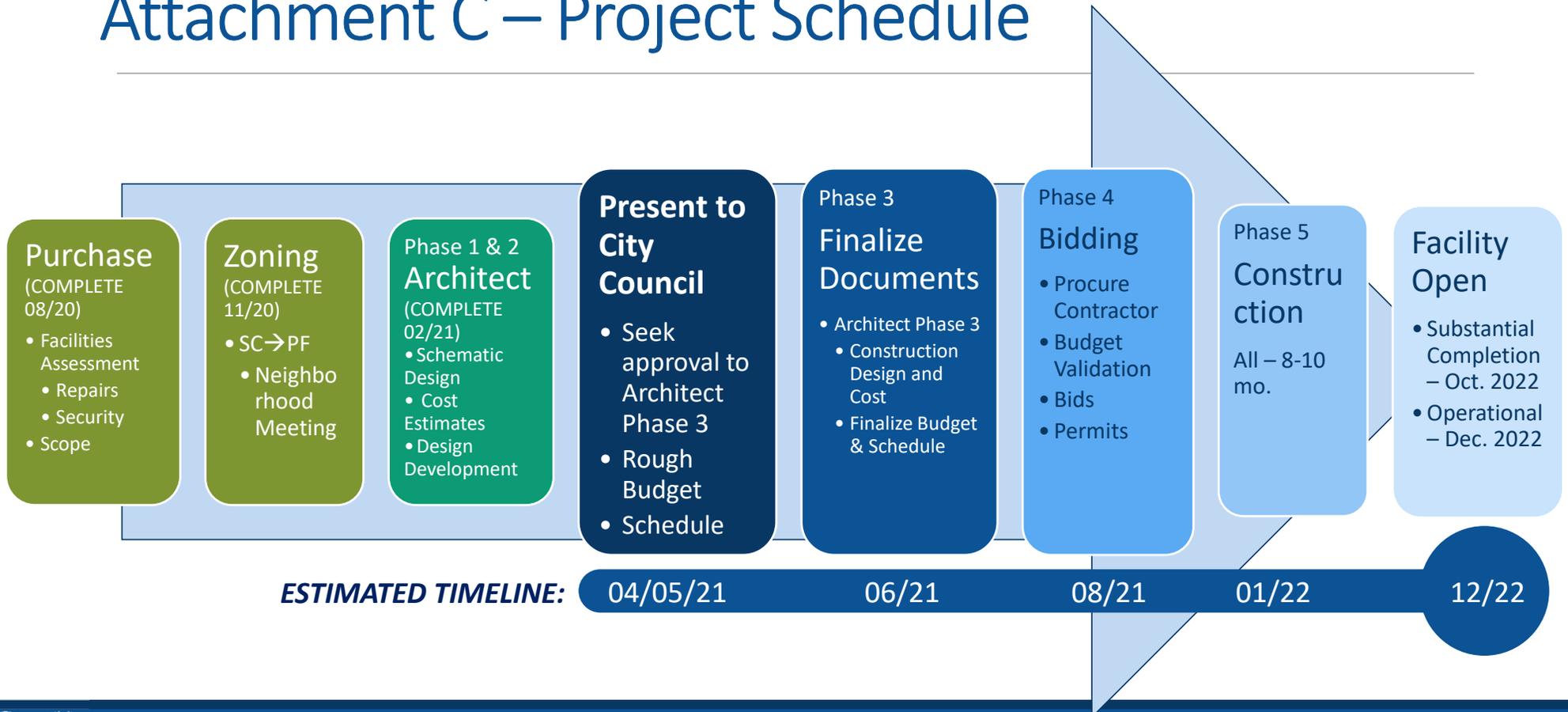
ENHANCED SHELTER

Service Item #	Description	Fees + Expenses	
1.0	Preconstruction		
1.A	Goal-setting, Scheduling & Information Management	Included (If Checked)	Pro Bono (No Charge)
1.0	Project Goals & Implementation Plan	✓	
2.0	Public Private Partnership Ideas	✓	
3.0	Communication & Information Management Plan	✓	
4.0	Conceptual Master Project Schedule	✓	
5.0	Conceptual Construction Phasing Plan	✓	
1.B	Cost Management	Included (If Checked)	Pro Bono (No Charge)
1.0	Owner's Development Budget Validation	✓	
2.0	100% Schematic Design Construction Cost Estimate	✓	
3.0	Validation of GC's Initial Construction Cost Estimate	✓	
4.0	Architect's Estimate Validation at 50% Design Development	✓	
5.0	Architect's Estimate Validation at 100% Design Development	✓	
6.0	Validation of the GC's Proposed Final Guaranteed Maximum Price (GMP) or Stipulated Sum	✓	
7.0	Value Engineering, Life Cycle Cost Analysis and Evaluation of New Alternatives	Excluded	
8.0	Coordination of Furnishings, Fixtures & Equipment (FF&E), IT, AV and Security	Excluded	
1.C	Best Value Procurement Processes	Included (If Checked)	Pro Bono (No Charge)
1.0	"Owner-friendly" Contracting Team Selection Ideas	✓	
2.0	"Owner-friendly" Contracting Team Selection Assistance	✓	
3.0	Subcontractor Prequals, Solicitation, Bid Analysis & Award Recommendation Validation	Excluded	
1.D	Ongoing Preconstruction Services	01 JAN 2021 to 31 DEC 2021	Included (If Checked) Pro Bono (No Charge)
1.0	Interactive Work Sessions and Meetings Required for Basic Preconstruction Services	✓	
	Services Duration = Current Project Contract Schedule		
2.0	Construction		
2.A	One Time Tasks - Set Up Project Controls & Information Management Systems	Included (If Checked)	Pro Bono (No Charge)
1.0	Set Up the Cost & Schedule Management Systems, Processes & Tools for Tracking:	✓	
.1	Uses vs. Sources Budgets	✓	
.2	Proposed Change Orders	✓	
.3	Commitments vs. Budget	✓	
.4	Pending Commitments	✓	
.5	Payments vs. Commitments	✓	
.6	GC, Design Team, and Consultant Contract Changes	✓	
.7	Contingency Use Log(s)	✓	
2.0	Set Up Buyout Savings Tracking Process with GC	✓	
3.0	Set Up the Allowances & Furnishings/Equipment Budget Tracking System	✓	
4.0	Review Project Controls Systems with Team	✓	
5.0	Project Controls Systems Training for Architect & Owner Team	✓	
	Subtotal: One Time Tasks - Set Up Project Controls & Information Management Systems		Pro Bono (No Charge)
2.B	Ongoing Project Control Services - Cost, Schedule & Information Management	Included (If Checked)	Pro Bono (No Charge)
1.0	Ongoing Cost Management	✓	
2.0	Ongoing Schedule Management	✓	
3.0	Ongoing Information Management	✓	

Service Item #	Description	Fees + Expenses	
4.0	Meetings During Construction:		
.1	Project Executive		Quarterly
.2	Senior Project Manager		N/A
.3	Project Manager		1X per Month
.4	Assistant PM		N/A
5.0	Review Project Status & Interview Team Members		✓
6.0	Read Weekly Meeting Minutes & Status Logs		✓
7.0	Reporting to Owner		1X per Month
8.0	Review Applications for Payment Monthly:		✓
.1	Note Compliance with the Contract and Standards of the Industry		✓
.2	Compare Scheduled/Completed Work vs. Amount Billed		✓
.3	Review Appropriateness of Contingency Reallocations		✓
.4	Validate Proper Documentation of Expenditures		✓
.5	Track Use of Allowances		✓
.6	Track Invoices for Furnishings & Equipment		✓
.7	Confirm Buyout Savings Status		✓
9.0	Update Owner's Budget		✓
10.0	Maintain and Update Project Budget Tracking System		✓
11.0	Publish Monthly Reports wExecutive Summary + Detailed Findings		✓
12.0	Establish Schedule Tracking Procedures		✓
13.0	Validate GC's Proposed Change Requests (up to a Max of 5.0% of GC's Contract Amount)		✓
	(5.0% CO Max is Calculated on Contract without City's Owner's Contingency Line Included)		
	(Evaluating & Negotiating COs Above this 5.0% Amount Is An Additional Service)		
14.0	Validate Project Turnover, Start-up, Owner Move-in, and Closeout Procedures		✓
	Services Duration = Current Project Contract Schedule		
	Subtotal: Ongoing Project Control Services - Cost, Schedule & Information Management	01 JAN 2022 to 31 DEC 2022	Pro Bono (No Charge)
	Total Fees for Construction Project Controls Services (w/o Reimbursable Expenses)		Pro Bono (No Charge)
2.C	City Stakeholder Management		Pro Bono (No Charge)
1.0	Provide Direct Interface with End-users and Other Stakeholders as Required		✓
2.0	Maintain a Single Point of Project Contact for the City Team		✓
3.0	Provide Briefings of Officials, Council, Boards, Commissions, & Ad-hoc Committees		✓
4.0	Plan, Coordinate & Lead Project Update Meetings & Status Report Distribution for Above		✓
5.0	Provide a Public Communication Plan for Neighborhoods & Community-wide Citizens		✓
6.0	Assist Staff in Coordination of Ground-breaking, Announcements & Press Conferences		✓
7.0	Coordinate Design, Approval & Placement of Project Signage		✓
7.0	Serve as the City's Point of Contact during Construction		✓
8.0	Conduct Construction Update Meetings at Construction Sites		✓
2.D	Quality Management		Pro Bono (No Charge)
1.0	Coordinate Project Close Out, including Obtaining Final As-Built Plans from Contractor	Excluded	By City Staff
2.0	Monitor Construction Progress		✓
3.0	Advise the City of Any Observations of Non-Conforming Work or Other Quality Concerns		✓
4.0	Manage the Geotechnical Investigations and Develop Contracts for Geotechnical Firms	Excluded	
5.0	Review Results from Geotechnical Investigations	Excluded	
6.0	Review Contractor's Quality Control Plan		✓
7.0	Provide Oversight of City's Quality Assurance Plan		✓

Service Item #	Description	Fees + Expenses	
8.0	Review Submittals Prepared by the Contractor & Processed by the Design Team	✓	
9.0	Coordinate City Staff Review of Submittals Where Required	Excluded	By City Staff
10.0	Coordinate City Vendors, to Include Security, Data, Telecom, & Move Management	Excluded	By City Staff
11.0	Coordinate Furnishings Installation (Furnishings Procurement by Others)	Excluded	By City Staff
12.0	Coordinate City's Architect's Site Visits & Facility's Punchlist Distribution/Tracking	✓	
13.0	Monitor Contractor's Completion of Punchlist Items & Architect's Confirmation of Same	✓	
14.0	Coordinate City's Commissioning Consultant's Site Visits & Review Reports	✓	
15.0	Monitor Contractor's Compliance w/Commissioning Consultant's Findings & Final Cx Report	✓	
16.0	Coordinate Turnover of Closeout Documentation & Project Information Management System	✓	
17.0	Coordinate City's Architect's 11 Month Warranty Site Visit & Distribution Findings	✓	
		✓	
2.E	Support Services for Other City Project Management Responsibilities		
1.0	Issue "Notices to Proceed" on Appropriate Phases	✓	
2.0	Coordinate TAS Consultant's Site Visit(s) & Review TAS Consultant's Findings	✓	
	Total Fees for City Support Services (w/o Reimbursable Expenses)		Pro Bono (No Charge)
	Reimbursable Expenses		None
	Total - All Preconstruction + Construction Services Fees + Reimbursables		Pro Bono (No Charge)
3.0	Task Order # 03 - Clarifications & Exclusions		
1.0	Safety Plan and Logistics Coordination Are Solely the Responsibility of the Contractor	Excluded	
2.0	Quality Management of Materials & Installation Are Solely the Responsibility of the Contractor	Excluded	
3.0	Consultant Will Be Performing Onsite Observations, not Continuous or Exhaustive Inspections	Excluded	
4.0	Consultant Will Not be Held Responsible for Contractor's or Vendor's Nonconforming Work	Excluded	
5.0	Consultant is Not Responsible for Architect's or Contractor's Failure to Perform	Excluded	
6.0	Fees for for Architect's or Contractor's Failure to Perform, or Project Delays are Add Services	Excluded	
7.0	Design, Procurement, and Delivery of Furnishings is by Others	Excluded	
8.0	Design, Procurement, and Delivery of Security, Data, Telecom Equipment is by Others	Excluded	
9.0	Services Not Checked in Sections Above (Even if Included In PSA Exhibit A) Are Excluded	Excluded	

PSA 7245 – Task Order # 03 – Loop 288 Junction Attachment C – Project Schedule



Certificate Of Completion

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Certificate Pages: 5	Initials: 0
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Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	Christa.Christian@cityofdenton.com
	IP Address: 198.49.140.104

Record Tracking

Status: Original	Holder: Christa Christian	Location: DocuSign
4/8/2021 4:26:27 PM	Christa.Christian@cityofdenton.com	

Signer Events

Christa Christian
 christa.christian@cityofdenton.com
 Senior Buyer
 City of Denton
 Security Level: Email, Account Authentication (None)

Signature

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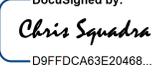
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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Chris Squadra
 csquadra@peakprogramvalue.com
 Security Level: Email, Account Authentication (None)

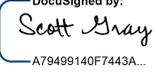
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Electronic Record and Signature Disclosure:

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Scott Gray
 scott.gray@cityofdenton.com
 Director - Airport, Facilities, Real Estate
 x
 Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:

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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
<p>Chris Squadra csquadra@peakprogramvalue.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 4/8/2021 5:34:23 PM ID: c27370b5-c785-4031-8069-334ebb392a7d</p>	COPIED	Sent: 4/8/2021 7:41:12 PM
<p>Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 4/8/2021 7:41:12 PM
<p>Christine Taylor christine.taylor@cityofdenton.com Director of Procurement and Compliance City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 4/8/2021 7:41:12 PM
<p>Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 4/8/2021 7:41:13 PM
<p>Marissa Barrett marissa.barrett@cityofdenton.com Management Analyst City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 4/8/2021 7:41:13 PM

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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	4/8/2021 7:41:13 PM

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

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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.

ORDINANCE NO. 21-1126

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A THIRD AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DENTON AND PEAK PROGRAM VALUE, LLC; AMENDING THE CONTRACT APPROVED BY CITY COUNCIL ON OCTOBER 13, 2020, IN THE NOT-TO-EXCEED AMOUNT OF \$696,074.00; AMENDED BY AMENDMENTS 1 AND 2 APPROVED BY PURCHASING; SAID THIRD AMENDMENT TO PROVIDE PROGRAM MANAGEMENT SERVICES FOR THE AMERICAN LEGION HALL RENOVATION AND EXPANSION IN THE EXPENDITURE AMOUNT OF \$11,380.00, SERVICE CENTER RENOVATION IN THE EXPENDITURE AMOUNT OF \$331,181.00, AND FLEET MAINTENANCE BUILDING EXPANSION IN THE EXPENDITURE AMOUNT OF \$121,424.00; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7425 – PROVIDING FOR AN ADDITIONAL THIRD AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED \$463,985.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$1,204,969.00).

WHEREAS, on October 13, 2020, by Ordinance No. 20-1995, the City awarded a contract to Peak Program Value, LLC in the amount of \$696,074.00 for program management services for the construction phase of the Public Safety Buildings (Police Headquarters, Police Substation, and Firing Range) and additional services for new or renovations of City buildings; and

WHEREAS, on February 8, 2021, the City awarded a First Amendment to Peak Program Value, LLC in the amount of \$44,910.00 for program management services for the City Hall West Renovation project, and

WHEREAS, on April 8, 2021, the City awarded a Second Amendment to Peak Program Value, LLC for pro-bono project controls and support services on the Loop 288 Junction Project, 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 Peak Program Value, LLC, which is on file in the office of the Purchasing Agent, in the amount of Four Hundred Sixty-Three Thousand Nine Hundred Eighty-Five and 00/100 \$463,985.00) Dollars, is hereby approved, and the expenditure of funds therefor is hereby authorized in accordance with said amendment which shall be attached hereto. The total contract amount increases to \$1,204,969.00.

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 Jesse Davis. This ordinance was passed and approved by the following vote [6 - 0]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vicki Byrd, District 1:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brian Beck, 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"/>
Alison Maguire, District 4:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deb Armintor, At Large Place 5:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 15th day of June, 2021.



 GERARD HUDSPETH, MAYOR

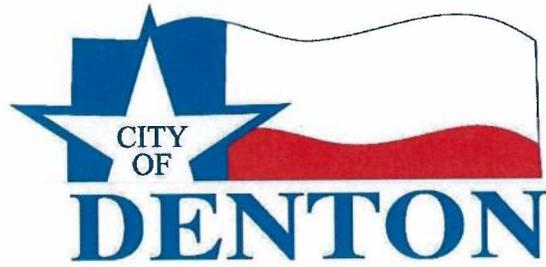
ATTEST:
 ROSA RIOS, CITY SECRETARY

BY: Rosa Rios



APPROVED AS TO LEGAL FORM:
 CATHERINE CLIFTON, INTERIM CITY ATTORNEY

BY: Marcella Lunn
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: 2021.05.26 14:23:51 -05'00'



DocuSign City Council Transmittal Coversheet

PSA	7425
File Name	Program Management Services, Amendment 3
Purchasing Contact	Christa Christian
City Council Target Date	JUNE 15, 2021
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	21-1126

**THIRD AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND PEAK PROGRAM VALUE, LLC.
PSA 7425**

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS THIRD AMENDMENT TO CONTRACT 7425 (“Amendment”) by and between the City of Denton, Texas (“City”) and PEAK PROGRAM VALUE, LLC. (“Consultant”); to that certain contract executed on October 13, 2020, in the original not-to-exceed amount of \$696,074.00 (the “Original Agreement”); amended on February 8, 2021 in the additional amount of \$44,910.00 aggregating a not-to-exceed amount of \$740,984.00 (the “First Amendment”); amended on April 8, 2021 to include task order 3, project controls and City support for The Junction Project, in the additional amount of \$0 aggregating a not-to-exceed amount of \$740,984.00 (the “Second Amendment”); (collectively, the Original Agreement, the First Amendment and the Second Amendment, are the “Agreement”) for services related to Program Management Services.

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 \$463,985.00 with this Amendment (task orders 4, 5 and 6) for an aggregate not-to-exceed amount of \$1,204,969.00; and

FURTHERMORE, the City deems it necessary to further expand the 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 Program Management Services, 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”, a total fee, including reimbursement for non-labor expenses an amount not to exceed \$463,985.00.

- 2. This Amendment modifies the Agreement amount to provide an additional \$463,985.00 for the additional services with a revised aggregate not to exceed total of \$1,204,969.00.

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 06/15/2021.

“Consultant”

PEAK PROGRAM VALUE, LLC..

By: DocuSigned by:
Chris Squadra
D9FFDCA63E20468...

AUTHORIZED SIGNATURE, TITLE
APPROVED AS TO LEGAL FORM:

By: DocuSigned by:
Marcella Lunn
4B070831B4AA438
CATHERINE CLIFTON, INTERIM CITY ATTORNEY

“CITY”

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: DocuSigned by:
Sara Hensley
5236DB296270423...
SARA HENSLEY, INTERIM CITY MANAGER

ATTEST:
ROSA RIOS, CITY SECRETARY

By: DocuSigned by:
Rosa Rios
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THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational
obligations and business terms.

<u>DocuSigned by: Scott Gray A79499140F7443A...</u>	Scott Gray
SIGNATURE	PRINTED NAME

Director - Airport & Facilities

TITLE

Facilities Management

DEPARTMENT

Project Controls Scope of Services & Fees - American Foreign Legion Reno & Expansion

Service Item #	Description	Fees + Expenses		
1.0	Preconstruction	N/A		
2.0	Construction	Included (If Checked)		
2.A	One Time Tasks - Set Up Project Controls & Information Management Systems	Excluded		
	Subtotal: One Time Tasks - Set Up Project Controls & Information Management Systems	Excluded		
2.B	Ongoing Project Control Services - Cost, Schedule & Information Management			
1.0	Ongoing Cost Management			✓
2.0	Ongoing Schedule Management			✓
3.0	Ongoing Information Management			✓
4.0	Meetings During Construction:			
.1	Project Executive			Excluded
.2	Senior Project Manager			4X per Month
.3	Project Manager			N/A
.4	Assistant PM			N/A
5.0	Review Project Status & Interview Team Members			✓
6.0	Read Weekly Meeting Minutes & Status Logs			✓
7.0	Reporting to Owner			4X per Month
8.0	Review Applications for Payment Monthly:			✓
.1	Note Compliance with the Contract and Standards of the Industry			✓
.2	Compare Scheduled/Completed Work vs. Amount Billed			✓
.3	Review Appropriateness of Contingency Reallocations			✓
.4	Validate Proper Documentation of Expenditures			✓
.5	Track Use of Allowances			✓
.6	Track Invoices for Furnishings & Equipment			✓
.7	Confirm Buyout Savings Status			✓
9.0	Update Owner's Budget			Excluded
10.0	Maintain and Update Project Budget Tracking System			Excluded
11.0	Publish Monthly Reports wExecutive Summary + Detailed Findings			Excluded
12.0	Establish Schedule Tracking Procedures			✓
13.0	Validate GC's Proposed Change Requests (up to a Max of 5.0% of GC's Contract Amount) (5.0% CO Max is Calculated on Contract without City's Owner's Contingency Line Included) (Evaluating & Negotiating COs Above this 5.0% Amount Is An Additional Service)			✓
14.0	Validate Project Turnover, Start-up, Owner Move-in, and Closeout Procedures			✓
	Services Duration = Current Project Contract Schedule; Extensions Calc'd at Monthly Rate Below			
	Subtotal: Ongoing Project Control Services - Cost, Schedule & Information Management	4 Months	2,470 per Month	9,880
	Total Fees for Construction Project Controls Services (w/o Reimbursable Expenses)			9,880
2.C	City Stakeholder Management	w/Above		
1.0	Provide Direct Interface with End-users and Other Stakeholders as Required			✓
2.0	Maintain a Single Point of Project Contact for the City Team			✓
3.0	Provide Briefings of Officials, Council, Boards, Commissions, & Ad-hoc Committees			✓
4.0	Plan, Coordinate & Lead Project Update Meetings & Status Report Distribution for Above			✓
5.0	Provide a Public Communication Plan for Neighborhoods & Community-wide Citizens			✓
6.0	Assist Staff in Coordination of Ground-breaking, Announcements & Press Conferences			Not Applicable
7.0	Coordinate Design, Approval & Placement of Project Signage			Not Applicable
7.0	Serve as the City's Point of Contact during Construction			✓
8.0	Conduct Construction Update Meetings at Construction Sites			✓
2.D	Quality Management	w/Above		

City & Consultant PSA 7425 - Task Order 03 - Exhibit B
Project Controls Scope of Services & Fees - American Foreign Legion Reno & Expansion

Updated 16 APR 2021

Printed on 4/16/2021 at 7:19 AM

Service Item #	Description	Fees + Expenses
1.0	Coordinate Project Close Out, including Obtaining Final As-Built Plans from Contractor	✓
2.0	Monitor Construction Progress	✓
3.0	Advise the City of Any Observations of Non-Conforming Work or Other Quality Concerns	✓
4.0	Manage the Geotechnical Investigations and Develop Contracts for Geotechnical Firms	Not Applicable
5.0	Review Results from Geotechnical Investigations	Not Applicable
6.0	Review Contractor's Quality Control Plan	✓
7.0	Provide Oversight of City's Quality Assurance Plan	✓
8.0	Review Submittals Prepared by the Contractor & Processed by the Design Team	Not Applicable
9.0	Coordinate City Staff Review of Submittals Where Required	Not Applicable
10.0	Coordinate City Vendors, to Include Security, Data, Telecom, & Move Management	✓
11.0	Coordinate Furnishings Installation (Furnishings Procurement by Others)	✓
12.0	Coordinate City's Architect's Site Visits & Facility's Punchlist Distribution/Tracking	✓
13.0	Monitor Contractor's Completion of Punchlist Items & Architect's Confirmation of Same	✓
14.0	Coordinate City's Commissioning Consultant's Site Visits & Review Reports	Not Applicable
15.0	Monitor Contractor's Compliance w/Commissioning Consultant's Findings & Final Cx Report	Not Applicable
16.0	Coordinate Turnover of Closeout Documentation & Project Information Management System	✓
17.0	Coordinate City's Architect's 11 Month Warranty Site Visit & Distribution Findings	✓
2.E	Support Services for Other City Project Management Responsibilities	
1.0	Issue "Notices to Proceed" on Appropriate Phases	Not Applicable
2.0	Coordinate TAS Consultant's Site Visit(s) & Review TAS Consultant's Findings	Not Applicable
	Subtotal - Support Services for Other City Project Management Responsibilities	w/Above
	Total Fees for City Support Services (w/o Reimbursable Expenses)	w/Above
	Reimbursable Expenses (Billed at Actual Cost; Assumes 16 Months)	1,500
	Total - Construction Services Fees + Reimbursables	11,380
3.0	Task Order # 04 - Clarifications & Exclusions	
1.0	Safety Plan and Logistics Coordination Are Solely the Responsibility of the Contractor	Excluded
2.0	Quality Management of Materials & Installation Are Solely the Responsibility of the Contractor	Excluded
3.0	Consultant Will Be Performing Onsite Observations, not Continuous or Exhaustive Inspections	Excluded
4.0	Consultant Will Not be Held Responsible for Contractor's or Vendor's Nonconforming Work	Excluded
5.0	Consultant is Not Responsible for Architect's or Contractor's Failure to Perform	Excluded
6.0	Fees for for Architect's or Contractor's Failure to Perform, or Project Delays are Add Services	Excluded
7.0	Design, Procurement, and Delivery of Furnishings is by Others	Excluded
8.0	Design, Procurement, and Delivery of Security, Data, Telecom Equipment is by Others	Excluded
9.0	Services Not Checked in Sections Above (Even if Included In PSA Exhibit A) Are Excluded	Excluded



Peak Program Value, LLC ▪ 4450 Arapahoe ▪ Suite 100 ▪ Boulder CO ▪ 80303 ▪ 303.503.1155

City & Consultant PSA 7425 - Task Order 05
Project Controls + City Support Services – Service Center Renovation
Consultant’s Project Scope; Services & Fees; and Project Schedule

This Task Order # 05 provides the authorization to proceed with project controls and City support services, under the terms and conditions of Professional Services Agreement # 7425, and as defined in the following attachments:

- Attachment A – Project Scope
- Attachment B – Services and Fees
- Attachment C – Project Schedule

CITY OF DENTON, TEXAS
OWNER

DocuSigned by:

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 SARA HENSLEY, INTERIM CITY MANAGER

ATTEST:
ROSA RIOS, CITY SECRETARY

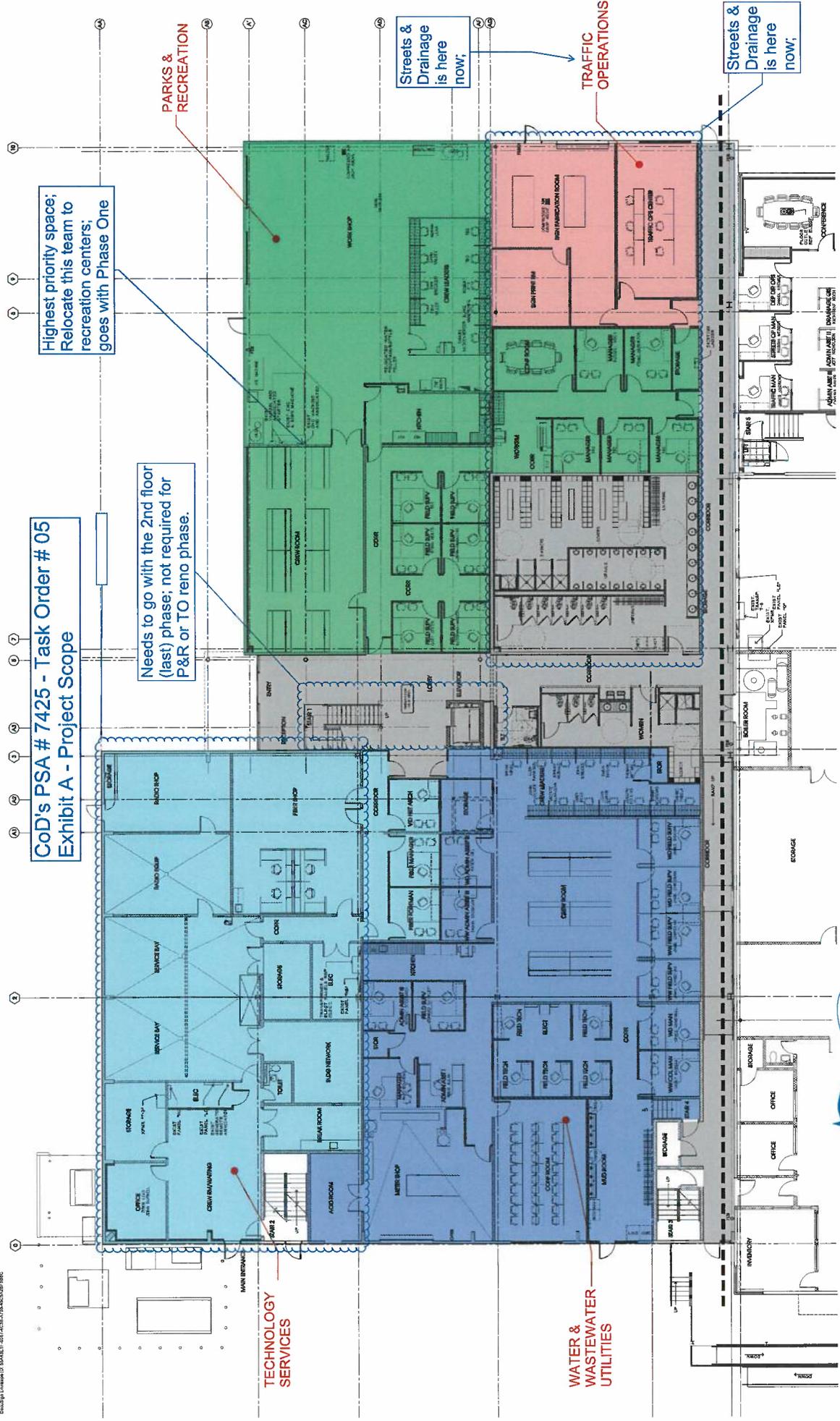
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PEAK PROGRAM VALUE, LLC
“CONSULTANT”

DocuSigned by:

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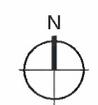
BY: Chris Squadra ITS: Partner



NELSON + MORGAN
ARCHITECTS, INC.

Architects ■ Planners ■ Interior Design ■

11/17/2020



FIRST FLOOR
AREA A



City & Consultant PSA 7425 - Task Order 05 - Exhibit B
Project Controls Scope of Services & Fees - Service Center Renovation

Updated 11 MAY 2021
Printed on 5/11/2021 at 3:18 PM

Service Item #	Description	Fees + Expenses		
8.0	Project Controls Systems Training for Architect & Owner Team			✓
Subtotal: One Time Tasks - Set Up Project Controls & Information Management Systems				7,770
2.B Ongoing Project Control Services - Cost, Schedule & Information Management				
1.0	Ongoing Cost Management			✓
2.0	Ongoing Schedule Management			✓
3.0	Ongoing Information Management			✓
4.0	Meetings During Construction:			
.1	Project Executive			Monthly
.2	Senior Project Manager			N/A
.3	Project Manager			4X per Month
.4	Assistant PM			N/A
5.0	Review Project Status & Interview Team Members			✓
6.0	Read Weekly Meeting Minutes & Status Logs			✓
7.0	Reporting to Owner			4X per Month
8.0	Review Applications for Payment Monthly:			✓
.1	Note Compliance with the Contract and Standards of the Industry			✓
.2	Compare Scheduled/Completed Work vs. Amount Billed			✓
.3	Review Appropriateness of Contingency Reallocations			✓
.4	Validate Proper Documentation of Expenditures			✓
.5	Track Use of Allowances			✓
.6	Track Invoices for Furnishings & Equipment			✓
.7	Confirm Buyout Savings Status			✓
9.0	Update Owner's Budget			✓
10.0	Maintain and Update Project Budget Tracking System			✓
11.0	Publish Monthly Reports w/Executive Summary + Detailed Findings			✓
12.0	Establish Schedule Tracking Procedures			✓
13.0	Validate GC's Proposed Change Requests (up to a Max of 5.0% of GC's Contract Amount) (5.0% CO Max is Calculated on Contract without City's Owner's Contingency Line Included) (Evaluating & Negotiating COs Above this 5.0% Amount Is An Additional Service)			✓
14.0	Validate Project Turnover, Start-up, Owner Move-in, and Closeout Procedures			✓
	Services Duration = Current Project Contract Schedule; Extensions Calc'd at Monthly Rate Below			
Subtotal: Ongoing Project Control Services - Cost, Schedule & Information Management		19 Months	6,985 per Month	132,711
2.C City Stakeholder Management				
		19 Months	1,435 /MO	27,265
1.0	Provide Direct Interface with End-users and Other Stakeholders as Required			✓
2.0	Maintain a Single Point of Project Contact for the City Team			✓
3.0	Provide Briefings of Officials, Council, Boards, Commissions, & Ad-hoc Committees			✓
4.0	Plan, Coordinate & Lead Project Update Meetings & Status Report Distribution for Above			✓
5.0	Provide a Public Communication Plan for Neighborhoods & Community-wide Citizens			✓
6.0	Assist Staff in Coordination of Ground-breaking, Announcements & Press Conferences			✓
7.0	Coordinate Design, Approval & Placement of Project Signage			✓
7.0	Serve as the City's Point of Contact during Construction			✓
8.0	Conduct Construction Update Meetings at Construction Sites			✓
2.D Quality Management		19 Months		w/Above
1.0	Coordinate Project Close Out, including Obtaining Final As-Built Plans from Contractor			✓
2.0	Monitor Construction Progress			✓
3.0	Advise the City of Any Observations of Non-Conforming Work or Other Quality Concerns			✓

City & Consultant PSA 7425 - Task Order 05 - Exhibit B
Project Controls Scope of Services & Fees - Service Center Renovation

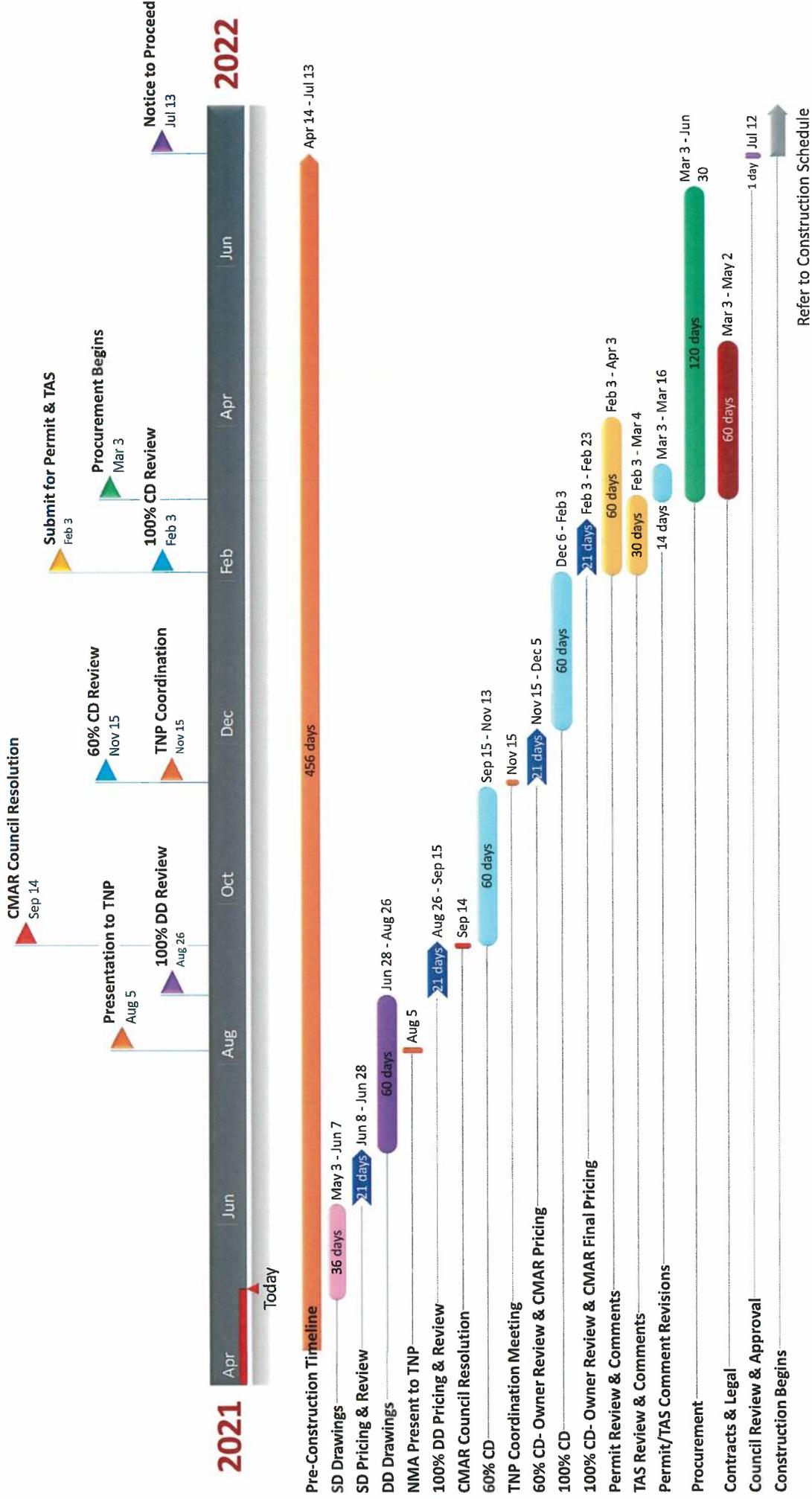
Service Item #	Description		Fees + Expenses
4.0	Manage the Geotechnical Investigations and Develop Contracts for Geotechnical Firms		✓
5.0	Review Results from Geotechnical Investigations		✓
6.0	Review Contractor's Quality Control Plan		✓
7.0	Provide Oversight of City's Quality Assurance Plan		✓
8.0	Review Submittals Prepared by the Contractor & Processed by the Design Team		✓
9.0	Coordinate City Staff Review of Submittals Where Required		✓
10.0	Coordinate City Vendors, to Include Security, Data, Telecom, & Move Management		✓
11.0	Coordinate Furnishings Installation (Furnishings Procurement by Others)		✓
12.0	Coordinate City's Architect's Site Visits & Facility's Punchlist Distribution/Tracking		✓
13.0	Monitor Contractor's Completion of Punchlist Items & Architect's Confirmation of Same		✓
14.0	Coordinate City's Commissioning Consultant's Site Visits & Review Reports		✓
15.0	Monitor Contractor's Compliance w/Commissioning Consultant's Findings & Final Cx Report		✓
16.0	Coordinate Turnover of Closeout Documentation & Project Information Management System		✓
17.0	Coordinate City's Architect's 11 Month Warranty Site Visit & Distribution Findings		✓
			✓
2.E	Support Services for Other City Project Management Responsibilities	19 Months	w/Above
1.0	Issue "Notices to Proceed" on Appropriate Phases		✓
2.0	Coordinate TAS Consultant's Site Visit(s) & Review TAS Consultant's Findings		✓
	Subtotal - Support Services for Other City Project Management Responsibilities	19 Months	w/Above
	Total Fees for Construction Services (w/o Reimbursable Expenses)		167,746

3.0	Summary of Fees & Expenses	
3.1	One Time + Ongoing Preconstruction Services (Assumes 15 Months)	129,421
3.2	One Time + Ongoing Construction Services (Assumes 19 Months)	167,746
	Subtotal: Preconstruction + Construction Services	297,168
3.3	Reimbursable Expenses for Preconstruction Services (Billed at Actual Cost; 15 Months)	15,006
3.4	Reimbursable Expenses for Construction Services (Billed at Actual Cost; 19 Months)	19,007
	Total - All Preconstruction + Construction Services Fees + Reimbursables	331,181

4.0	Task Order Clarifications & Exclusions	
4.1	Safety Plan and Logistics Coordination Are Solely the Responsibility of the Contractor	Excluded
4.2	Quality Management of Materials & Installation Are Solely the Responsibility of the Contractor	Excluded
4.3	Consultant Will Be Performing Onsite Observations, not Continuous or Exhaustive Inspections	Excluded
4.4	Consultant Will Not be Held Responsible for Contractor's or Vendor's Nonconforming Work	Excluded
4.5	Consultant is Not Responsible for Architect's or Contractor's Failure to Perform	Excluded
4.6	Fees for for Architect's or Contractor's Failure to Perform, or Project Delays are Add Services	Excluded
4.7	Design, Procurement, and Delivery of Furnishings is by Others	Excluded
4.8	Design, Procurement, and Delivery of Security, Data, Telecom Equipment is by Others	Excluded
4.9	Services Not Checked in Sections Above (Even if Included In PSA Exhibit A) Are Excluded	Excluded

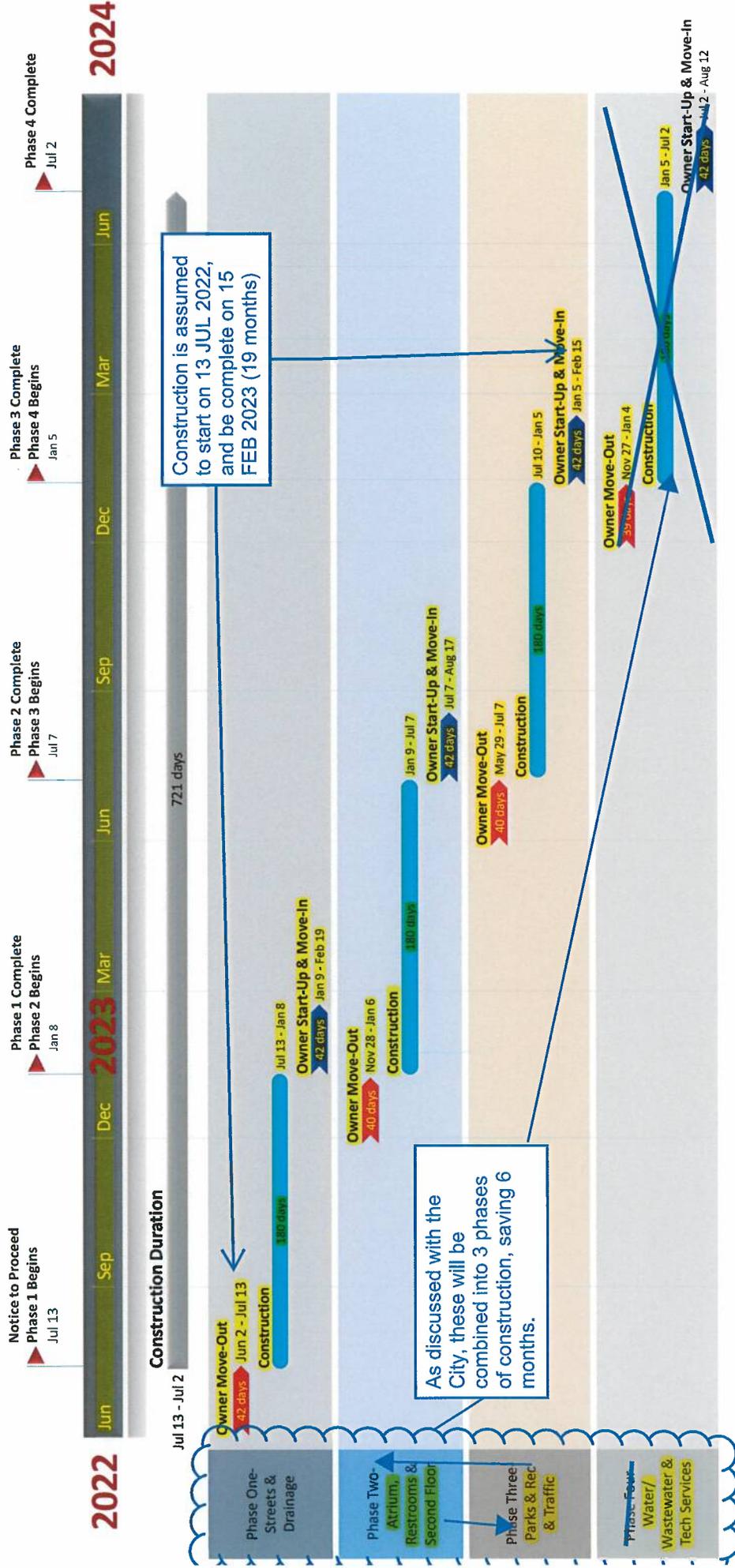
CoD's PSA # 7425 - Task Order # 05
Exhibit C - Project Schedule

City of Denton Service Center Pre-Construction Schedule



Cod's PSA # 7425 - Task Order # 05
Exhibit C - Project Schedule

City of Denton Service Center Construction Schedule





Peak Program Value, LLC ▪ 4450 Arapahoe ▪ Suite 100 ▪ Boulder CO ▪ 80303 ▪ 303.503.1155

City & Consultant PSA 7425 - Task Order 06
Project Controls + City Support Services – Fleet Maintenance Building Expansion
Consultant’s Project Scope; Services & Fees; and Project Schedule

This Task Order # 06 provides the authorization to proceed with project controls and City support services, under the terms and conditions of Professional Services Agreement # 7425, and as defined in the following attachments:

- Attachment A – Project Scope
- Attachment B – Services and Fees
- Attachment C – Project Schedule

CITY OF DENTON, TEXAS
OWNER

DocuSigned by:
Sara Hensley
5236DB296270423...

SARA HENSLEY, INTERIM CITY MANAGER

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: DocuSigned by:
Rosa Rios
1C5CA8C5E175493...

PEAK PROGRAM VALUE, LLC
“CONSULTANT”

DocuSigned by:
Chris Squadra
D9FFDCA63E20468...

BY: Chris Squadra ITS: Partner



Peak Program Value, LLC

City & Consultant PSA 7425 - Task Order 06

Project Controls + City Support Services – Fleet Maintenance Building Expansion

Exhibit A - Project Scope

I. Project Overview

A. Base Bid Scope of Work

1. Adding 12 bays;
2. Includes one interior wash bay;
3. New west side canopy at existing & new addition;
4. Extension of existing crane rails into bay expansion; and
5. Fuel, oil & grease distributions system(s).

B. Alternates

1. Expansion to the existing truck flush/storage building.
2. Gutters & downspouts on the existing west + new west canopies.
3. Adding a new east side canopy w/gutters & downspouts full length.
4. Furnish and install (1) 5 Ton Crane at bay expansion.
5. Add wash bay as exterior bay rather than interior; No fire lane conflicts per NMA (KM)

C. Current Status of Documents

1. 100% Construction Drawings ready for issuance by Tuesday, 25 May 2021
2. Alternates (including #s 4 & 5) will be included.

D. Permitting Review Status

1. Permit issued; NMA to submit Addendum w/ West side canopy and Alt #s 2-5 for review
2. 6-month permit extension OK
3. NMA to resubmit TAS registration

II. Budget

- A. 593,000 previously funded; 2.9 M approved 21 APR 2021 = 3,493,000.
- B. NOV 2019 bids came in from 2.9 M to 3.2 M Fleet + Flush together.
- C. At least 20% missing from budget for today, based on escalation + contingency.
- D. Plan A will be to request more funding based on current scope & pricing with escalation.
- E. Plan B strategy will be to use the scope of the existing 5 alternates + others as "contingency".
- F. Promise the base but tell the team (up and down the org chart) no alts guaranteed.
- G. NMA & PPV will both need additional service fees if Plan B is requested, due to added work.
- H. No new office furniture required per 21 APR meeting.
- I. Any new tools/equipment not in base bid will be furnished by CoD Operations.
- J. Access controls & AV by CoD IT; PPV to schedule coordination meeting.

Service Item #	Description	Fees + Expenses		
1.0	Preconstruction	Included (If Checked)		
1.A	Goal-setting, Scheduling & Information Management	w/Fees Below		
1.0	Project Goals & Implementation Plan	✓		
2.0	Public Private Partnership Ideas	Not Applicable		
3.0	Communication & Information Management Plan	✓		
4.0	Conceptual Master Project Schedule	Not Applicable		
5.0	Conceptual Construction Phasing Plan	Not Applicable		
6.0	Detailed Master Project Schedule	✓		
1.B	Cost Management	w/Fees Below		
1.0	Programmatic Construction Cost Estimate – One Scheme	Not Applicable		
2.0	Programmatic Construction Cost Estimate – Additional Schemes (Each)	Not Applicable		
3.0	Owner’s Development Budget Validation	✓		
4.0	Conceptual Design Construction Cost Estimate – One Scheme	Not Applicable		
5.0	Conceptual Design Construction Cost Estimate – Additional Schemes (Each)	Not Applicable		
6.0	Cash Flow Prediction	✓		
7.0	50% Schematic Design Construction Cost Estimate (Assumes Single Scheme)	Not Applicable		
8.0	100% Schematic Design Construction Cost Estimate (Assumes Single Scheme)	Not Applicable		
9.0	Validation of GC’s Initial Construction Cost Estimate	Addtnl Services		
10.0	50% Design Development Construction Cost Estimate (Assumes Single Scheme)	Not Applicable		
11.0	GC’s Estimate Validation at 100% Design Development	Addtnl Services		
12.0	Validation of the GC’s Proposed Final Guaranteed Maximum Price (GMP)	Addtnl Services		
13.0	Value Engineering, Life Cycle Cost Analysis and Evaluation of New Alternatives	Addtnl Services		
14.0	Coordination of Furnishings, Fixtures & Equipment (FF&E), IT, AV and Security Budgets	✓		
1.C	Best Value Procurement Processes	One Time Tasks - Preconstruction (1.A, 1.B & 1.C)	16,898	
1.0	“Owner-friendly” Contracting Team Selection Ideas	✓		
2.0	“Owner-friendly” Contracting Team Selection Assistance	✓		
3.0	Contractor/Sub Prequals, Solicitation, Bid Analysis & Award Recommendation Validation	✓		
1.D	Ongoing Preconstruction Services - 15 APR 2021 to 13 JUL 2022	6 Months	3,507 per Month	21,044
1.0	Interactive Work Sessions and Meetings Required for Basic Preconstruction Services	✓		
	Services Duration = Current Project Contract Schedule; Extensions Calc'd at Monthly Rate			
Total Fees for Preconstruction Services (w/o Reimbursable Expenses)				37,942

2.0	Construction	Included (If Checked)	Concurrent w/2.B Below
2.A	One Time Tasks - Set Up Project Controls & Information Management Systems		
1.0	Cost Management Options Review	Completed	
2.0	Schedule Management Options Review	Completed	
3.0	Information Management Options Review	Completed	
4.0	Set Up the Chosen Systems, Processes & Tools for Tracking:	✓	
.1	Budgets Against Commitments	✓	
.2	Proposed Change Orders	✓	
.3	Pending Commitments	✓	
.4	GC, Design Team, and Consultant Contract Changes	✓	
.5	Contingency Use Log(s)	✓	
.6	Commitments vs. Budget	✓	
.7	Payments vs. Commitments	✓	
5.0	Set Up Buyout Savings Tracking Process with GC	✓	
6.0	Set Up the Allowances & Furnishings/Equipment Budget Tracking System	✓	
7.0	Review Project Controls Systems with Team	✓	

Service Item #	Description	Fees + Expenses		
8.0	Project Controls Systems Training for Architect & Owner Team			✓
Subtotal: One Time Tasks - Set Up Project Controls & Information Management Systems				5,040
2.B Ongoing Project Control Services - Cost, Schedule & Information Management				
1.0	Ongoing Cost Management			✓
2.0	Ongoing Schedule Management			✓
3.0	Ongoing Information Management			✓
4.0	Meetings During Construction:			
.1	Project Executive		Monthly	
.2	Senior Project Manager		N/A	
.3	Project Manager		4X per Month	
.4	Assistant PM		N/A	
5.0	Review Project Status & Interview Team Members			✓
6.0	Read Weekly Meeting Minutes & Status Logs			✓
7.0	Reporting to Owner		4X per Month	
8.0	Review Applications for Payment Monthly:			✓
.1	Note Compliance with the Contract and Standards of the Industry			✓
.2	Compare Scheduled/Completed Work vs. Amount Billed			✓
.3	Review Appropriateness of Contingency Reallocations			✓
.4	Validate Proper Documentation of Expenditures			✓
.5	Track Use of Allowances			✓
.6	Track Invoices for Furnishings & Equipment			✓
.7	Confirm Buyout Savings Status			✓
9.0	Update Owner's Budget			✓
10.0	Maintain and Update Project Budget Tracking System			✓
11.0	Publish Monthly Reports w/Executive Summary + Detailed Findings			✓
12.0	Establish Schedule Tracking Procedures			✓
13.0	Validate GC's Proposed Change Requests (up to a Max of 5.0% of GC's Contract Amount) (5.0% CO Max is Calculated on Contract without City's Owner's Contingency Line Included) (Evaluating & Negotiating COs Above this 5.0% Amount Is An Additional Service)			✓
14.0	Validate Project Turnover, Start-up, Owner Move-in, and Closeout Procedures			✓
Services Duration = Current Project Contract Schedule; Extensions Calc'd at Monthly Rate Below				
Subtotal: Ongoing Project Control Services - Cost, Schedule & Information Management		10 Months	5,529 per Month	55,287
2.C City Stakeholder Management				
		10 Months	715 /MO	7,149
1.0	Provide Direct Interface with End-users and Other Stakeholders as Required			✓
2.0	Maintain a Single Point of Project Contact for the City Team			✓
3.0	Provide Briefings of Officials, Council, Boards, Commissions, & Ad-hoc Committees			✓
4.0	Plan, Coordinate & Lead Project Update Meetings & Status Report Distribution for Above			✓
5.0	Provide a Public Communication Plan for Neighborhoods & Community-wide Citizens			✓
6.0	Assist Staff in Coordination of Ground-breaking, Announcements & Press Conferences			✓
7.0	Coordinate Design, Approval & Placement of Project Signage			✓
7.0	Serve as the City's Point of Contact during Construction			✓
8.0	Conduct Construction Update Meetings at Construction Sites			✓
2.D Quality Management		10 Months		w/Above
1.0	Coordinate Project Close Out, including Obtaining Final As-Built Plans from Contractor			✓
2.0	Monitor Construction Progress			✓
3.0	Advise the City of Any Observations of Non-Conforming Work or Other Quality Concerns			✓

Service Item #	Description		Fees + Expenses
4.0	Manage the Geotechnical Investigations and Develop Contracts for Geotechnical Firms		✓
5.0	Review Results from Geotechnical Investigations		✓
6.0	Review Contractor's Quality Control Plan		✓
7.0	Provide Oversight of City's Quality Assurance Plan		✓
8.0	Review Submittals Prepared by the Contractor & Processed by the Design Team		✓
9.0	Coordinate City Staff Review of Submittals Where Required		✓
10.0	Coordinate City Vendors, to Include Security, Data, Telecom, & Move Management		✓
11.0	Coordinate Furnishings Installation (Furnishings Procurement by Others)		✓
12.0	Coordinate City's Architect's Site Visits & Facility's Punchlist Distribution/Tracking		✓
13.0	Monitor Contractor's Completion of Punchlist Items & Architect's Confirmation of Same		✓
14.0	Coordinate City's Commissioning Consultant's Site Visits & Review Reports		✓
15.0	Monitor Contractor's Compliance w/Commissioning Consultant's Findings & Final Cx Report		✓
16.0	Coordinate Turnover of Closeout Documentation & Project Information Management System		✓
17.0	Coordinate City's Architect's 11 Month Warranty Site Visit & Distribution Findings		✓
			✓
2.E	Support Services for Other City Project Management Responsibilities	10 Months	w/Above
1.0	Issue "Notices to Proceed" on Appropriate Phases		✓
2.0	Coordinate TAS Consultant's Site Visit(s) & Review TAS Consultant's Findings		✓
	Subtotal - Support Services for Other City Project Management Responsibilities	10 Months	w/Above
	Total Fees for Construction Services (w/o Reimbursable Expenses)		67,476

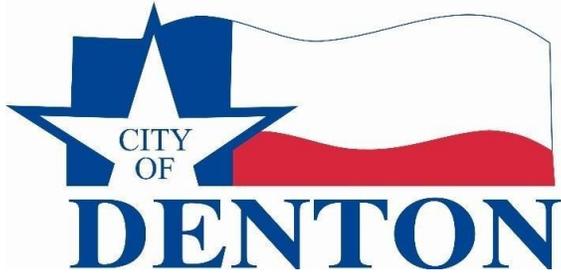
3.0	Summary of Fees & Expenses	
3.1	One Time + Ongoing Preconstruction Services (Assumes 6 Months)	37,942
3.2	One Time + Ongoing Construction Services (Assumes 10 Months)	67,476
	Subtotal: Preconstruction + Construction Services	105,417
3.3	Reimbursable Expenses for Preconstruction Services (Billed at Actual Cost; 6 Months)	6,002
3.4	Reimbursable Expenses for Construction Services (Billed at Actual Cost; 10 Months)	10,004
	Total - All Preconstruction + Construction Services Fees + Reimbursables	121,424

4.0	Task Order Clarifications & Exclusions	
4.1	Safety Plan and Logistics Coordination Are Solely the Responsibility of the Contractor	Excluded
4.2	Quality Management of Materials & Installation Are Solely the Responsibility of the Contractor	Excluded
4.3	Consultant Will Be Performing Onsite Observations, not Continuous or Exhaustive Inspections	Excluded
4.4	Consultant Will Not be Held Responsible for Contractor's or Vendor's Nonconforming Work	Excluded
4.5	Consultant is Not Responsible for Architect's or Contractor's Failure to Perform	Excluded
4.6	Fees for for Architect's or Contractor's Failure to Perform, or Project Delays are Add Services	Excluded
4.7	Design, Procurement, and Delivery of Furnishings is by Others	Excluded
4.8	Design, Procurement, and Delivery of Security, Data, Telecom Equipment is by Others	Excluded
4.9	Services Not Checked in Sections Above (Even if Included In PSA Exhibit A) Are Excluded	Excluded

CoD's PSA # 7425 - Task Order # 06
Exhibit C - Project Schedule

City of Denton Fleets Services Expansion





DocuSign City Council Transmittal Coversheet

PSA	7425
File Name	Program Management Services, Amendment 3
Purchasing Contact	Christa Christian
City Council Target Date	JUNE 15, 2021
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	21-1126

**THIRD AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND PEAK PROGRAM VALUE, LLC.
PSA 7425**

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS THIRD AMENDMENT TO CONTRACT 7425 (“Amendment”) by and between the City of Denton, Texas (“City”) and PEAK PROGRAM VALUE, LLC. (“Consultant”); to that certain contract executed on October 13, 2020, in the original not-to-exceed amount of \$696,074.00 (the “Original Agreement”); amended on February 8, 2021 in the additional amount of \$44,910.00 aggregating a not-to-exceed amount of \$740,984.00 (the “First Amendment”); amended on April 8, 2021 to include task order 3, project controls and City support for The Junction Project, in the additional amount of \$0 aggregating a not-to-exceed amount of \$740,984.00 (the “Second Amendment”); (collectively, the Original Agreement, the First Amendment and the Second Amendment, are the “Agreement”) for services related to Program Management Services.

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 \$463,985.00 with this Amendment (task orders 4, 5 and 6) for an aggregate not-to-exceed amount of \$1,204,969.00; and

FURTHERMORE, the City deems it necessary to further expand the 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 Program Management Services, 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”, a total fee, including reimbursement for non-labor expenses an amount not to exceed \$463,985.00.

- 2. This Amendment modifies the Agreement amount to provide an additional \$463,985.00 for the additional services with a revised aggregate not to exceed total of \$1,204,969.00.

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 06/15/2021.

“Consultant”

PEAK PROGRAM VALUE, LLC..

By: DocuSigned by:
Chris Squadra
D9FFDCA63E20468...

AUTHORIZED SIGNATURE, TITLE
APPROVED AS TO LEGAL FORM:

By: DocuSigned by:
Marcella Lunn
4B070831B4AA438...
CATHERINE CLIFTON, INTERIM CITY ATTORNEY

“CITY”

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: DocuSigned by:
Sara Hensley
5236DB296270423...
SARA HENSLEY, INTERIM CITY MANAGER

ATTEST:
ROSA RIOS, CITY SECRETARY

By: DocuSigned by:
Rosa Rios
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THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational
obligations and business terms.

DocuSigned by:
Scott Gray
A79499140F7443A... Scott Gray
SIGNATURE PRINTED NAME

Director - Airport & Facilities
TITLE
Facilities Management
DEPARTMENT

Project Controls Scope of Services & Fees - American Foreign Legion Reno & Expansion

Service Item #	Description	Fees + Expenses		
1.0	Preconstruction	N/A		
2.0	Construction	Included (If Checked)		
2.A	One Time Tasks - Set Up Project Controls & Information Management Systems	Excluded		
	Subtotal: One Time Tasks - Set Up Project Controls & Information Management Systems	Excluded		
2.B	Ongoing Project Control Services - Cost, Schedule & Information Management			
1.0	Ongoing Cost Management	✓		
2.0	Ongoing Schedule Management	✓		
3.0	Ongoing Information Management	✓		
4.0	Meetings During Construction:			
.1	Project Executive	Excluded		
.2	Senior Project Manager	4X per Month		
.3	Project Manager	N/A		
.4	Assistant PM	N/A		
5.0	Review Project Status & Interview Team Members	✓		
6.0	Read Weekly Meeting Minutes & Status Logs	✓		
7.0	Reporting to Owner	4X per Month		
8.0	Review Applications for Payment Monthly:	✓		
.1	Note Compliance with the Contract and Standards of the Industry	✓		
.2	Compare Scheduled/Completed Work vs. Amount Billed	✓		
.3	Review Appropriateness of Contingency Reallocations	✓		
.4	Validate Proper Documentation of Expenditures	✓		
.5	Track Use of Allowances	✓		
.6	Track Invoices for Furnishings & Equipment	✓		
.7	Confirm Buyout Savings Status	✓		
9.0	Update Owner's Budget	Excluded		
10.0	Maintain and Update Project Budget Tracking System	Excluded		
11.0	Publish Monthly Reports wExecutive Summary + Detailed Findings	Excluded		
12.0	Establish Schedule Tracking Procedures	✓		
13.0	Validate GC's Proposed Change Requests (up to a Max of 5.0% of GC's Contract Amount)	✓		
	(5.0% CO Max is Calculated on Contract without City's Owner's Contingency Line Included)			
	(Evaluating & Negotiating COs Above this 5.0% Amount Is An Additional Service)			
14.0	Validate Project Turnover, Start-up, Owner Move-in, and Closeout Procedures	✓		
	Services Duration = Current Project Contract Schedule; Extensions Calc'd at Monthly Rate Below			
	Subtotal: Ongoing Project Control Services - Cost, Schedule & Information Management	4 Months	2,470 per Month	9,880
	Total Fees for Construction Project Controls Services (w/o Reimbursable Expenses)	9,880		
2.C	City Stakeholder Management	w/Above		
1.0	Provide Direct Interface with End-users and Other Stakeholders as Required	✓		
2.0	Maintain a Single Point of Project Contact for the City Team	✓		
3.0	Provide Briefings of Officials, Council, Boards, Commissions, & Ad-hoc Committees	✓		
4.0	Plan, Coordinate & Lead Project Update Meetings & Status Report Distribution for Above	✓		
5.0	Provide a Public Communication Plan for Neighborhoods & Community-wide Citizens	✓		
6.0	Assist Staff in Coordination of Ground-breaking, Announcements & Press Conferences	Not Applicable		
7.0	Coordinate Design, Approval & Placement of Project Signage	Not Applicable		
7.0	Serve as the City's Point of Contact during Construction	✓		
8.0	Conduct Construction Update Meetings at Construction Sites	✓		
2.D	Quality Management	w/Above		

Project Controls Scope of Services & Fees - American Foreign Legion Reno & Expansion

Service Item #	Description	Fees + Expenses
1.0	Coordinate Project Close Out, including Obtaining Final As-Built Plans from Contractor	✓
2.0	Monitor Construction Progress	✓
3.0	Advise the City of Any Observations of Non-Conforming Work or Other Quality Concerns	✓
4.0	Manage the Geotechnical Investigations and Develop Contracts for Geotechnical Firms	Not Applicable
5.0	Review Results from Geotechnical Investigations	Not Applicable
6.0	Review Contractor's Quality Control Plan	✓
7.0	Provide Oversight of City's Quality Assurance Plan	✓
8.0	Review Submittals Prepared by the Contractor & Processed by the Design Team	Not Applicable
9.0	Coordinate City Staff Review of Submittals Where Required	Not Applicable
10.0	Coordinate City Vendors, to Include Security, Data, Telecom, & Move Management	✓
11.0	Coordinate Furnishings Installation (Furnishings Procurement by Others)	✓
12.0	Coordinate City's Architect's Site Visits & Facility's Punchlist Distribution/Tracking	✓
13.0	Monitor Contractor's Completion of Punchlist Items & Architect's Confirmation of Same	✓
14.0	Coordinate City's Commissioning Consultant's Site Visits & Review Reports	Not Applicable
15.0	Monitor Contractor's Compliance w/Commissioning Consultant's Findings & Final Cx Report	Not Applicable
16.0	Coordinate Turnover of Closeout Documentation & Project Information Management System	✓
17.0	Coordinate City's Architect's 11 Month Warranty Site Visit & Distribution Findings	✓
2.E	Support Services for Other City Project Management Responsibilities	
1.0	Issue "Notices to Proceed" on Appropriate Phases	Not Applicable
2.0	Coordinate TAS Consultant's Site Visit(s) & Review TAS Consultant's Findings	Not Applicable
	Subtotal - Support Services for Other City Project Management Responsibilities	w/Above
	Total Fees for City Support Services (w/o Reimbursable Expenses)	w/Above
	Reimbursable Expenses (Billed at Actual Cost; Assumes 16 Months)	1,500
	Total - Construction Services Fees + Reimbursables	11,380
3.0	Task Order # 04 - Clarifications & Exclusions	
1.0	Safety Plan and Logistics Coordination Are Solely the Responsibility of the Contractor	Excluded
2.0	Quality Management of Materials & Installation Are Solely the Responsibility of the Contractor	Excluded
3.0	Consultant Will Be Performing Onsite Observations, not Continuous or Exhaustive Inspections	Excluded
4.0	Consultant Will Not be Held Responsible for Contractor's or Vendor's Nonconforming Work	Excluded
5.0	Consultant is Not Responsible for Architect's or Contractor's Failure to Perform	Excluded
6.0	Fees for for Architect's or Contractor's Failure to Perform, or Project Delays are Add Services	Excluded
7.0	Design, Procurement, and Delivery of Furnishings is by Others	Excluded
8.0	Design, Procurement, and Delivery of Security, Data, Telecom Equipment is by Others	Excluded
9.0	Services Not Checked in Sections Above (Even if Included In PSA Exhibit A) Are Excluded	Excluded



Peak Program Value, LLC ▪ 4450 Arapahoe ▪ Suite 100 ▪ Boulder CO ▪ 80303 ▪ 303.503.1155

City & Consultant PSA 7425 - Task Order 05
Project Controls + City Support Services – Service Center Renovation
Consultant’s Project Scope; Services & Fees; and Project Schedule

This Task Order # 05 provides the authorization to proceed with project controls and City support services, under the terms and conditions of Professional Services Agreement # 7425, and as defined in the following attachments:

- Attachment A – Project Scope
- Attachment B – Services and Fees
- Attachment C – Project Schedule

CITY OF DENTON, TEXAS
OWNER

DocuSigned by:

 5236DB296270423...

 SARA HENSLEY, INTERIM CITY MANAGER

ATTEST:
ROSA RIOS, CITY SECRETARY

DocuSigned by:

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 BY: _____

PEAK PROGRAM VALUE, LLC
“CONSULTANT”

DocuSigned by:

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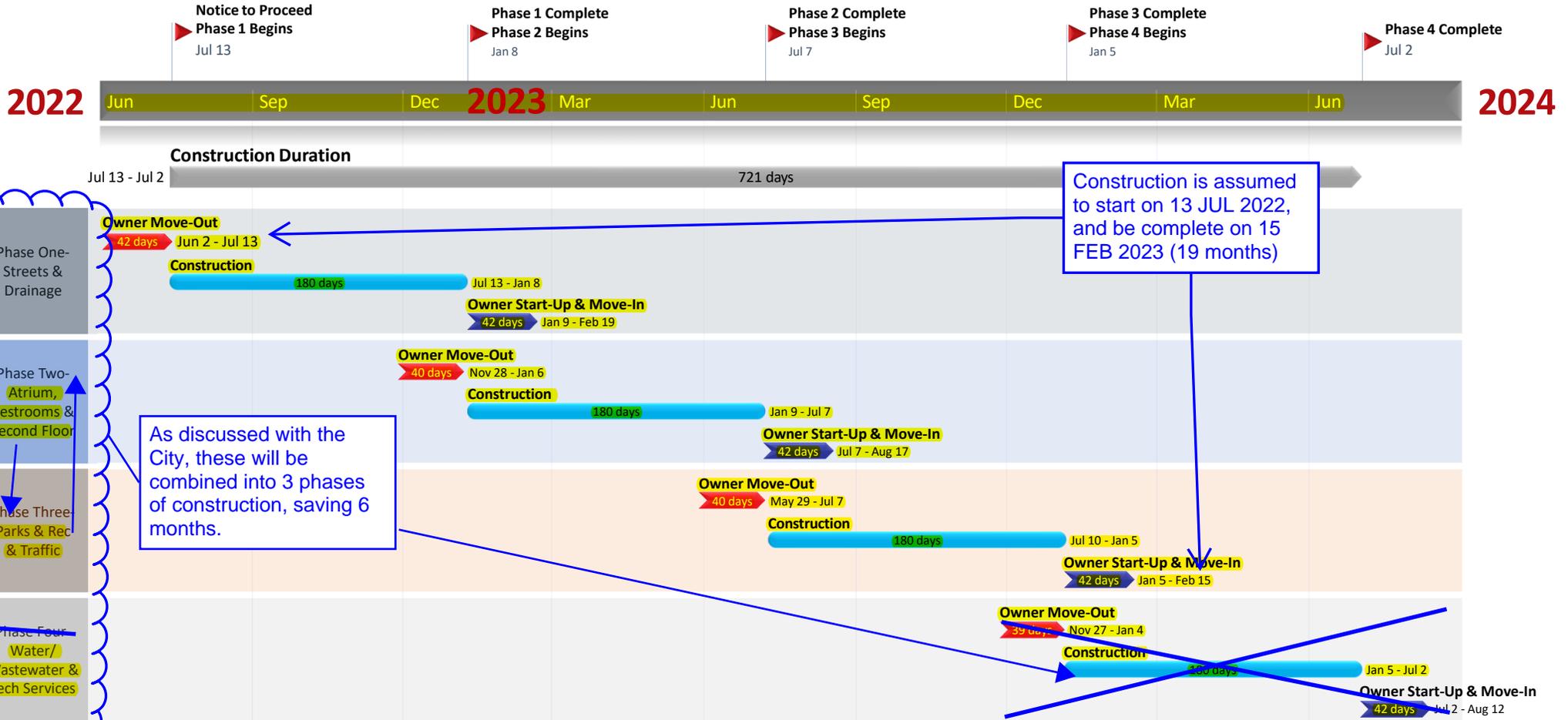
BY: Chris Squadra ITS: Partner

Service Item #	Description	Fees + Expenses		
1.0	Preconstruction	Included (If Checked)		
1.A	Goal-setting, Scheduling & Information Management	w/Fees Below		
1.0	Project Goals & Implementation Plan	✓		
2.0	Public Private Partnership Ideas	Not Applicable		
3.0	Communication & Information Management Plan	✓		
4.0	Conceptual Master Project Schedule	✓		
5.0	Conceptual Construction Phasing Plan	✓		
6.0	Detailed Master Project Schedule	✓		
1.B	Cost Management	w/Fees Below		
1.0	Programmatic Construction Cost Estimate – One Scheme	Not Applicable		
2.0	Programmatic Construction Cost Estimate – Additional Schemes (Each)	Not Applicable		
3.0	Owner's Development Budget Validation	✓		
4.0	Conceptual Design Construction Cost Estimate – One Scheme	Not Applicable		
5.0	Conceptual Design Construction Cost Estimate – Additional Schemes (Each)	Not Applicable		
6.0	Cash Flow Prediction	✓		
7.0	50% Schematic Design Construction Cost Estimate (Assumes Single Scheme)	Not Applicable		
8.0	100% Schematic Design Construction Cost Estimate (Assumes Single Scheme)	✓		
9.0	Validation of GC's Initial Construction Cost Estimate	✓		
10.0	50% Design Development Construction Cost Estimate (Assumes Single Scheme)	✓		
11.0	GC's Estimate Validation at 100% Design Development	✓		
12.0	Validation of the GC's Proposed Final Guaranteed Maximum Price (GMP)	✓		
13.0	Value Engineering, Life Cycle Cost Analysis and Evaluation of New Alternatives	✓		
14.0	Coordination of Furnishings, Fixtures & Equipment (FF&E), IT, AV and Security Budgets	✓		
1.C	Best Value Procurement Processes	One Time Tasks - Preconstruction (1.A, 1.B & 1.C)	45,815	
1.0	"Owner-friendly" Contracting Team Selection Ideas	✓		
2.0	"Owner-friendly" Contracting Team Selection Assistance	✓		
3.0	Contractor/Sub Prequals, Solicitation, Bid Analysis & Award Recommendation Validation	✓		
1.D	Ongoing Preconstruction Services - 15 APR 2021 to 13 JUL 2022	15 Months	5,574 per Month	83,606
1.0	Interactive Work Sessions and Meetings Required for Basic Preconstruction Services	✓		
	Services Duration = Current Project Contract Schedule; Extensions Calc'd at Monthly Rate			
	Total Fees for Preconstruction Services (w/o Reimbursable Expenses)	129,421		

2.0	Construction	Included (If Checked)	
2.A	One Time Tasks - Set Up Project Controls & Information Management Systems		Concurrent w/2.B Below
1.0	Cost Management Options Review	Completed	
2.0	Schedule Management Options Review	Completed	
3.0	Information Management Options Review	Completed	
4.0	Set Up the Chosen Systems, Processes & Tools for Tracking:	✓	
.1	Budgets Against Commitments	✓	
.2	Proposed Change Orders	✓	
.3	Pending Commitments	✓	
.4	GC, Design Team, and Consultant Contract Changes	✓	
.5	Contingency Use Log(s)	✓	
.6	Commitments vs. Budget	✓	
.7	Payments vs. Commitments	✓	
5.0	Set Up Buyout Savings Tracking Process with GC	✓	
6.0	Set Up the Allowances & Furnishings/Equipment Budget Tracking System	✓	
7.0	Review Project Controls Systems with Team	✓	

CoD's PSA # 7425 - Task Order # 05
Exhibit C - Project Schedule

City of Denton Service Center Construction Schedule





Peak Program Value, LLC ▪ 4450 Arapahoe ▪ Suite 100 ▪ Boulder CO ▪ 80303 ▪ 303.503.1155

City & Consultant PSA 7425 - Task Order 06

Project Controls + City Support Services – Fleet Maintenance Building Expansion

Consultant’s Project Scope; Services & Fees; and Project Schedule

This Task Order # 06 provides the authorization to proceed with project controls and City support services, under the terms and conditions of Professional Services Agreement # 7425, and as defined in the following attachments:

- Attachment A – Project Scope
- Attachment B – Services and Fees
- Attachment C – Project Schedule

CITY OF DENTON, TEXAS
OWNER

DocuSigned by:
Sara Hensley
5236DB296270423...

SARA HENSLEY, INTERIM CITY MANAGER

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: 
1C5CA8C5E175493...

PEAK PROGRAM VALUE, LLC
“CONSULTANT”

DocuSigned by:
Chris Squadra
D9FFDCA63E20468...

BY: Chris Squadra ITS: Partner



Peak Program Value, LLC

City & Consultant PSA 7425 - Task Order 06

Project Controls + City Support Services – Fleet Maintenance Building Expansion

Exhibit A - Project Scope

I. Project Overview

A. Base Bid Scope of Work

1. Adding 12 bays;
2. Includes one interior wash bay;
3. New west side canopy at existing & new addition;
4. Extension of existing crane rails into bay expansion; and
5. Fuel, oil & grease distributions system(s).

B. Alternates

1. Expansion to the existing truck flush/storage building.
2. Gutters & downspouts on the existing west + new west canopies.
3. Adding a new east side canopy w/gutters & downspouts full length.
4. Furnish and install (1) 5 Ton Crane at bay expansion.
5. Add wash bay as exterior bay rather than interior; No fire lane conflicts per NMA (KM)

C. Current Status of Documents

1. 100% Construction Drawings ready for issuance by Tuesday, 25 May 2021
2. Alternates (including #s 4 & 5) will be included.

D. Permitting Review Status

1. Permit issued; NMA to submit Addendum w/ West side canopy and Alt #s 2-5 for review
2. 6-month permit extension OK
3. NMA to resubmit TAS registration

II. Budget

- A. 593,000 previously funded; 2.9 M approved 21 APR 2021 = 3,493,000.
- B. NOV 2019 bids came in from 2.9 M to 3.2 M Fleet + Flush together.
- C. At least 20% missing from budget for today, based on escalation + contingency.
- D. Plan A will be to request more funding based on current scope & pricing with escalation.
- E. Plan B strategy will be to use the scope of the existing 5 alternates + others as "contingency".
- F. Promise the base but tell the team (up and down the org chart) no alts guaranteed.
- G. NMA & PPV will both need additional service fees if Plan B is requested, due to added work.
- H. No new office furniture required per 21 APR meeting.
- I. Any new tools/equipment not in base bid will be furnished by CoD Operations.
- J. Access controls & AV by CoD IT; PPV to schedule coordination meeting.

Service Item #	Description	Fees + Expenses		
1.0	Preconstruction	Included (If Checked)		
1.A	Goal-setting, Scheduling & Information Management	w/Fees Below		
1.0	Project Goals & Implementation Plan	✓		
2.0	Public Private Partnership Ideas	Not Applicable		
3.0	Communication & Information Management Plan	✓		
4.0	Conceptual Master Project Schedule	Not Applicable		
5.0	Conceptual Construction Phasing Plan	Not Applicable		
6.0	Detailed Master Project Schedule	✓		
1.B	Cost Management	w/Fees Below		
1.0	Programmatic Construction Cost Estimate – One Scheme	Not Applicable		
2.0	Programmatic Construction Cost Estimate – Additional Schemes (Each)	Not Applicable		
3.0	Owner's Development Budget Validation	✓		
4.0	Conceptual Design Construction Cost Estimate – One Scheme	Not Applicable		
5.0	Conceptual Design Construction Cost Estimate – Additional Schemes (Each)	Not Applicable		
6.0	Cash Flow Prediction	✓		
7.0	50% Schematic Design Construction Cost Estimate (Assumes Single Scheme)	Not Applicable		
8.0	100% Schematic Design Construction Cost Estimate (Assumes Single Scheme)	Not Applicable		
9.0	Validation of GC's Initial Construction Cost Estimate	Addtl Services		
10.0	50% Design Development Construction Cost Estimate (Assumes Single Scheme)	Not Applicable		
11.0	GC's Estimate Validation at 100% Design Development	Addtl Services		
12.0	Validation of the GC's Proposed Final Guaranteed Maximum Price (GMP)	Addtl Services		
13.0	Value Engineering, Life Cycle Cost Analysis and Evaluation of New Alternatives	Addtl Services		
14.0	Coordination of Furnishings, Fixtures & Equipment (FF&E), IT, AV and Security Budgets	✓		
1.C	Best Value Procurement Processes	One Time Tasks - Preconstruction (1.A, 1.B & 1.C)	16,898	
1.0	"Owner-friendly" Contracting Team Selection Ideas	✓		
2.0	"Owner-friendly" Contracting Team Selection Assistance	✓		
3.0	Contractor/Sub Prequals, Solicitation, Bid Analysis & Award Recommendation Validation	✓		
1.D	Ongoing Preconstruction Services - 15 APR 2021 to 13 JUL 2022	6 Months	3,507 per Month	21,044
1.0	Interactive Work Sessions and Meetings Required for Basic Preconstruction Services	✓		
	Services Duration = Current Project Contract Schedule; Extensions Calc'd at Monthly Rate			
	Total Fees for Preconstruction Services (w/o Reimbursable Expenses)	37,942		

2.0	Construction	Included (If Checked)	
2.A	One Time Tasks - Set Up Project Controls & Information Management Systems		Concurrent w/2.B Below
1.0	Cost Management Options Review	Completed	
2.0	Schedule Management Options Review	Completed	
3.0	Information Management Options Review	Completed	
4.0	Set Up the Chosen Systems, Processes & Tools for Tracking:	✓	
.1	Budgets Against Commitments	✓	
.2	Proposed Change Orders	✓	
.3	Pending Commitments	✓	
.4	GC, Design Team, and Consultant Contract Changes	✓	
.5	Contingency Use Log(s)	✓	
.6	Commitments vs. Budget	✓	
.7	Payments vs. Commitments	✓	
5.0	Set Up Buyout Savings Tracking Process with GC	✓	
6.0	Set Up the Allowances & Furnishings/Equipment Budget Tracking System	✓	
7.0	Review Project Controls Systems with Team	✓	

Service Item #	Description	Fees + Expenses		
8.0	Project Controls Systems Training for Architect & Owner Team			✓
	Subtotal: One Time Tasks - Set Up Project Controls & Information Management Systems			5,040
2.B	Ongoing Project Control Services - Cost, Schedule & Information Management			
1.0	Ongoing Cost Management			✓
2.0	Ongoing Schedule Management			✓
3.0	Ongoing Information Management			✓
4.0	Meetings During Construction:			
.1	Project Executive			Monthly
.2	Senior Project Manager			N/A
.3	Project Manager			4X per Month
.4	Assistant PM			N/A
5.0	Review Project Status & Interview Team Members			✓
6.0	Read Weekly Meeting Minutes & Status Logs			✓
7.0	Reporting to Owner			4X per Month
8.0	Review Applications for Payment Monthly:			✓
.1	Note Compliance with the Contract and Standards of the Industry			✓
.2	Compare Scheduled/Completed Work vs. Amount Billed			✓
.3	Review Appropriateness of Contingency Reallocations			✓
.4	Validate Proper Documentation of Expenditures			✓
.5	Track Use of Allowances			✓
.6	Track Invoices for Furnishings & Equipment			✓
.7	Confirm Buyout Savings Status			✓
9.0	Update Owner's Budget			✓
10.0	Maintain and Update Project Budget Tracking System			✓
11.0	Publish Monthly Reports wExecutive Summary + Detailed Findings			✓
12.0	Establish Schedule Tracking Procedures			✓
13.0	Validate GC's Proposed Change Requests (up to a Max of 5.0% of GC's Contract Amount) (5.0% CO Max is Calculated on Contract without City's Owner's Contingency Line Included) (Evaluating & Negotiating COs Above this 5.0% Amount Is An Additional Service)			✓
14.0	Validate Project Turnover, Start-up, Owner Move-in, and Closeout Procedures			✓
	Services Duration = Current Project Contract Schedule; Extensions Calc'd at Monthly Rate Below			
	Subtotal: Ongoing Project Control Services - Cost, Schedule & Information Management	10 Months	5,529 per Month	55,287
2.C	City Stakeholder Management	10 Months	715 /MO	7,149
1.0	Provide Direct Interface with End-users and Other Stakeholders as Required			✓
2.0	Maintain a Single Point of Project Contact for the City Team			✓
3.0	Provide Briefings of Officials, Council, Boards, Commissions, & Ad-hoc Committees			✓
4.0	Plan, Coordinate & Lead Project Update Meetings & Status Report Distribution for Above			✓
5.0	Provide a Public Communication Plan for Neighborhoods & Communitywide Citizens			✓
6.0	Assist Staff in Coordination of Ground-breaking, Announcements & Press Conferences			✓
7.0	Coordinate Design, Approval & Placement of Project Signage			✓
7.0	Serve as the City's Point of Contact during Construction			✓
8.0	Conduct Construction Update Meetings at Construction Sites			✓
2.D	Quality Management	10 Months		w/Above
1.0	Coordinate Project Close Out, including Obtaining Final As-Built Plans from Contractor			✓
2.0	Monitor Construction Progress			✓
3.0	Advise the City of Any Observations of Non-Conforming Work or Other Quality Concerns			✓

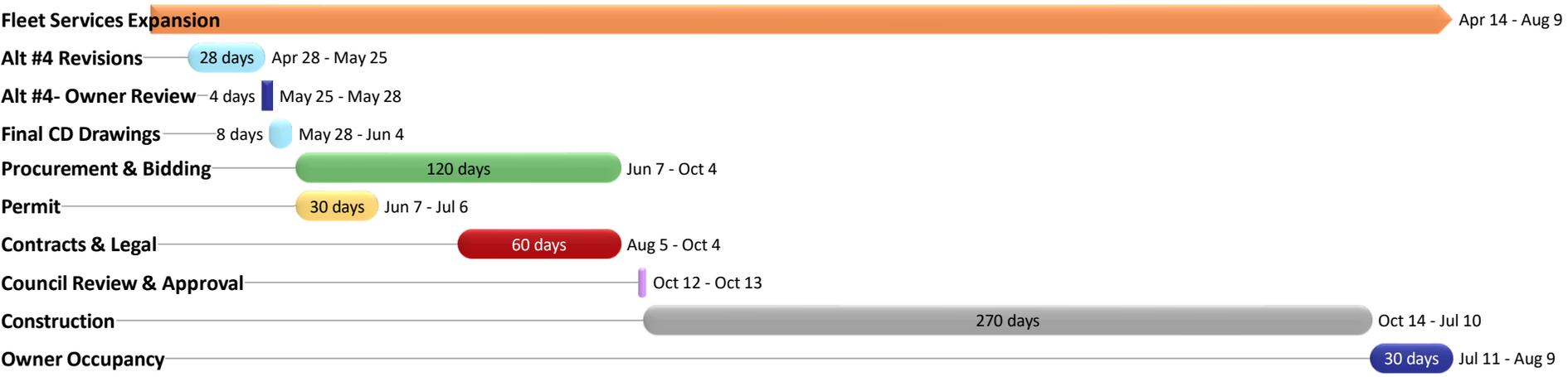
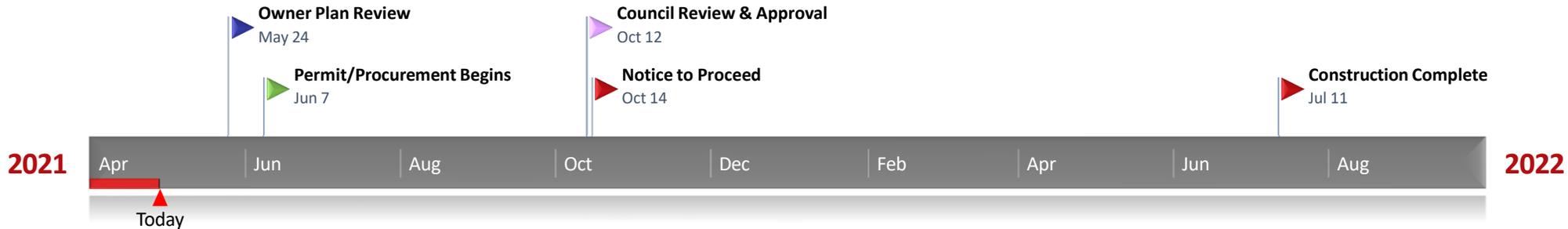
Service Item #	Description		Fees + Expenses
4.0	Manage the Geotechnical Investigations and Develop Contracts for Geotechnical Firms		✓
5.0	Review Results from Geotechnical Investigations		✓
6.0	Review Contractor's Quality Control Plan		✓
7.0	Provide Oversight of City's Quality Assurance Plan		✓
8.0	Review Submittals Prepared by the Contractor & Processed by the Design Team		✓
9.0	Coordinate City Staff Review of Submittals Where Required		✓
10.0	Coordinate City Vendors, to Include Security, Data, Telecom, & Move Management		✓
11.0	Coordinate Furnishings Installation (Furnishings Procurement by Others)		✓
12.0	Coordinate City's Architect's Site Visits & Facility's Punchlist Distribution/Tracking		✓
13.0	Monitor Contractor's Completion of Punchlist Items & Architect's Confirmation of Same		✓
14.0	Coordinate City's Commissioning Consultant's Site Visits & Review Reports		✓
15.0	Monitor Contractor's Compliance w/Commissioning Consultant's Findings & Final Cx Report		✓
16.0	Coordinate Turnover of Closeout Documentation & Project Information Management System		✓
17.0	Coordinate City's Architect's 11 Month Warranty Site Visit & Distribution Findings		✓
			✓
2.E	Support Services for Other City Project Management Responsibilities	10 Months	w/Above
1.0	Issue "Notices to Proceed" on Appropriate Phases		✓
2.0	Coordinate TAS Consultant's Site Visit(s) & Review TAS Consultant's Findings		✓
	Subtotal - Support Services for Other City Project Management Responsibilities	10 Months	w/Above
	Total Fees for Construction Services (w/o Reimbursable Expenses)		67,476

3.0	Summary of Fees & Expenses	
3.1	One Time + Ongoing Preconstruction Services (Assumes 6 Months)	37,942
3.2	One Time + Ongoing Construction Services (Assumes 10 Months)	67,476
	Subtotal: Preconstruction + Construction Services	105,417
3.3	Reimbursable Expenses for Preconstruction Services (Billed at Actual Cost; 6 Months)	6,002
3.4	Reimbursable Expenses for Construction Services (Billed at Actual Cost; 10 Months)	10,004
	Total - All Preconstruction + Construction Services Fees + Reimbursables	121,424

4.0	Task Order Clarifications & Exclusions	
4.1	Safety Plan and Logistics Coordination Are Solely the Responsibility of the Contractor	Excluded
4.2	Quality Management of Materials & Installation Are Solely the Responsibility of the Contractor	Excluded
4.3	Consultant Will Be Performing Onsite Observations, not Continuous or Exhaustive Inspections	Excluded
4.4	Consultant Will Not be Held Responsible for Contractor's or Vendor's Nonconforming Work	Excluded
4.5	Consultant is Not Responsible for Architect's or Contractor's Failure to Perform	Excluded
4.6	Fees for Architect's or Contractor's Failure to Perform, or Project Delays are Add Services	Excluded
4.7	Design, Procurement, and Delivery of Furnishings is by Others	Excluded
4.8	Design, Procurement, and Delivery of Security, Data, Telecom Equipment is by Others	Excluded
4.9	Services Not Checked in Sections Above (Even if Included In PSA Exhibit A) Are Excluded	Excluded

CoD's PSA # 7425 - Task Order # 06
Exhibit C - Project Schedule

City of Denton Fleets Services Expansion



Certificate Of Completion

Envelope Id: 55A43E1F00674C3BA70345C5A2BF5B8C	Status: Completed
Subject: Please DocuSign: City Council Contract 7425, Amendment 3	
Source Envelope:	
Document Pages: 20	Signatures: 11
Certificate Pages: 6	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Christa Christian
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	Christa.Christian@cityofdenton.com
	IP Address: 198.49.140.104

Record Tracking

Status: Original	Holder: Christa Christian	Location: DocuSign
5/24/2021 2:48:02 PM	Christa.Christian@cityofdenton.com	

Signer Events

Signer Events	Signature	Timestamp
Christa Christian christa.christian@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None)	Completed Using IP Address: 198.49.140.104	Sent: 5/24/2021 2:54:23 PM Viewed: 5/24/2021 2:54:33 PM Signed: 5/24/2021 2:55:17 PM

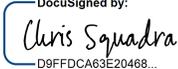
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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: 5/24/2021 2:55:20 PM Viewed: 5/24/2021 3:17:34 PM Signed: 5/24/2021 3:17:47 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Marcella Lunn marcella.lunn@cityofdenton.com Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 5/24/2021 3:17:50 PM Viewed: 5/24/2021 3:49:42 PM Signed: 5/24/2021 3:58:33 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Chris Squadra csquadra@peakprogramvalue.com Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 174.198.140.4	Sent: 5/24/2021 3:58:38 PM Viewed: 5/24/2021 4:29:50 PM Signed: 5/24/2021 4:34:22 PM
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Electronic Record and Signature Disclosure:
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ID: 03cc2325-1b8c-496d-91a5-21f7d04be3c7

Signer Events	Signature	Timestamp
<p>Scott Gray scott.gray@cityofdenton.com Director - Airport & Facilities x Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 5/24/2021 4:38:21 PM ID: de767b53-0525-4ddd-8a4d-fd1fd4a0298d</p>	<p>DocuSigned by: <i>Scott Gray</i> A79499140F7443A...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 47.190.47.120 Signed using mobile</p>	<p>Sent: 5/24/2021 4:34:25 PM Viewed: 5/24/2021 4:38:21 PM Signed: 5/24/2021 4:39:01 PM</p>
<p>Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>Completed</p> <p>Using IP Address: 198.49.140.10</p>	<p>Sent: 5/24/2021 4:39:04 PM Viewed: 6/16/2021 10:14:26 AM Signed: 6/16/2021 10:15:21 AM</p>
<p>Sara Hensley sara.hensley@cityofdenton.com Interim City Manager City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>DocuSigned by: <i>Sara Hensley</i> 5236DB296270423...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10</p>	<p>Sent: 6/16/2021 10:15:26 AM Viewed: 6/16/2021 10:17:16 AM Signed: 6/16/2021 10:17:28 AM</p>
<p>Rosa Rios rosa.rios@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>DocuSigned by: <i>Rosa Rios</i> 1C5CA8C5E175493...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104</p>	<p>Sent: 6/16/2021 10:17:31 AM Viewed: 6/16/2021 3:32:02 PM Signed: 6/16/2021 3:32:45 PM</p>
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>COPIED</p>	<p>Sent: 5/24/2021 2:55:20 PM</p>

Carbon Copy Events	Status	Timestamp
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/24/2021 4:39:05 PM Viewed: 5/26/2021 1:08:44 PM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/16/2021 3:32:49 PM
Marissa Barrett marissa.barrett@cityofdenton.com Management Analyst City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/16/2021 3:32:49 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	6/16/2021 3:32:02 PM
Signing Complete	Security Checked	6/16/2021 3:32:45 PM
Completed	Security Checked	6/16/2021 3:32:49 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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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.

**FORTH AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND PEAK PROGRAM VALUE, LLC.
PSA 7425**

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS FORTH AMENDMENT TO CONTRACT 7425 (“Amendment”) by and between the City of Denton, Texas (“City”) and PEAK PROGRAM VALUE, LLC. (“Consultant”); to that certain contract executed on October 13, 2020, in the original not-to-exceed amount of \$696,074.00 (the “Original Agreement”); amended on February 8, 2021 in the additional amount of \$44,910.00 aggregating a not-to-exceed amount of \$740,984.00 (the “First Amendment”); amended on April 8, 2021 to include task order 3, project controls and City support for The Junction Project, in the additional amount of \$0 aggregating a not-to-exceed amount of \$740,984.00 (the “Second Amendment”); amended on June 15, 2021 to include task orders 4, 5 and 6, in the additional amount of \$463,985.00 aggregating a not-to-exceed amount of \$1,204,969.00 (the “Third Amendment”) (collectively, the Original Agreement, the First Amendment and the Second Amendment, and the Third Amendment are the “Agreement”) for services related to Program Management Services.

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 \$36,985.00 with this Amendment (Task Order 5, Revision 1 and Task Order 7) for an aggregate not-to-exceed amount of \$1,241,760.00; and

FURTHERMORE, the City deems it necessary to further expand the 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 Program Management Services, 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”, a total fee, including reimbursement for non-labor expenses an amount not to exceed \$36,791.00.

- 2. This Amendment modifies the Agreement amount to provide an additional \$36,791.00 for the additional services with a revised aggregate not to exceed total of \$1,241,760.00.

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 08/20/2021.

“Consultant”

PEAK PROGRAM VALUE, LLC..

“CITY”

DocuSigned by:
By: Chris Squadra
D9FFDCA63E20468...

Chris Squadra, Partner

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

DocuSigned by:
By: Christa Christian
6A8263DE08F4429...

Christa Christian, CPPB

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

DocuSigned by:
Scott Gray Scott Gray
A79499140F7443A... PRINTED NAME
SIGNATURE

Director - Airport & Facilities
TITLE

Facilities Management
DEPARTMENT



Peak Program Value, LLC ▪ 4450 Arapahoe ▪ Suite 100 ▪ Boulder CO ▪ 80303 ▪ 303.503.1155

City & Consultant PSA 7425 - Task Order 05
Project Controls + City Support Services – Service Center Renovation
Revision One – Property Condition Assessment & Report (PCA + PCR) Deliverables
Consultant’s Project Scope; Services & Fees; and Project Schedule

This Task Order # 05 -Revision One provides the authorization to proceed with project controls and City support services, under the terms and conditions of Professional Services Agreement # 7425, and as defined in the following attachments:

- Attachment A – Revised Project Scope
- Attachment B – Revised Fees
- Attachment C – Revised Project Schedule

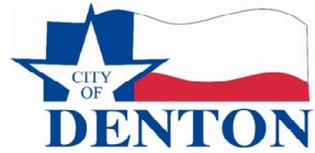
CITY OF DENTON, TEXAS
OWNER

DocuSigned by:
Christa Christian
6A8263DE08F4429...
Christa Christian, CPPB

PEAK PROGRAM VALUE, LLC
“CONSULTANT”

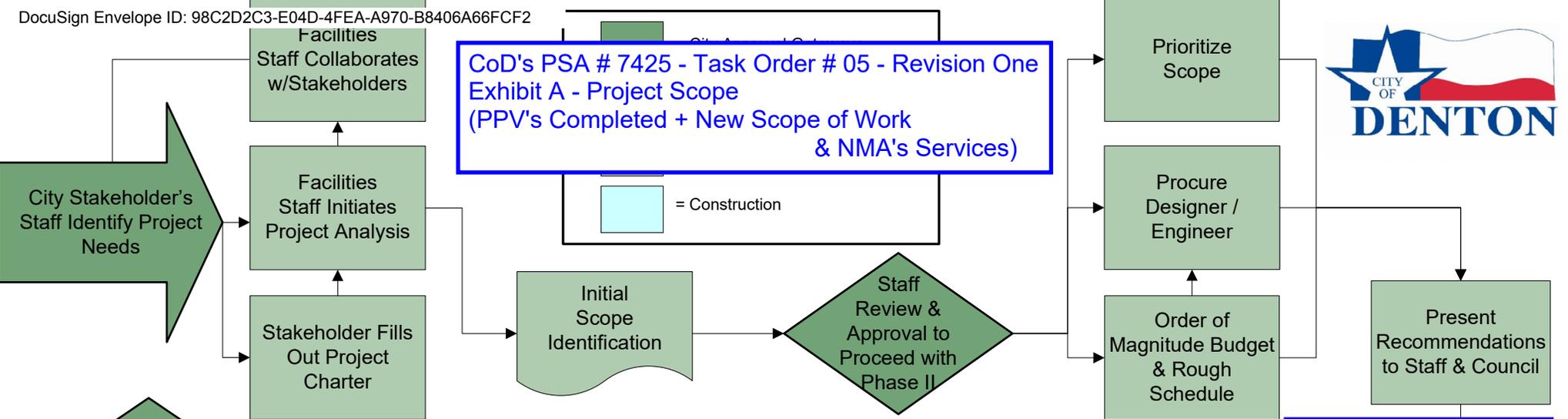
DocuSigned by:
Chris Squadra
D9FFDCA63E20468...

BY: Chris Squadra ITS: Partner



CoD's PSA # 7425 - Task Order # 05 - Revision One
Exhibit A - Project Scope
(PPV's Completed + New Scope of Work
& NMA's Services)

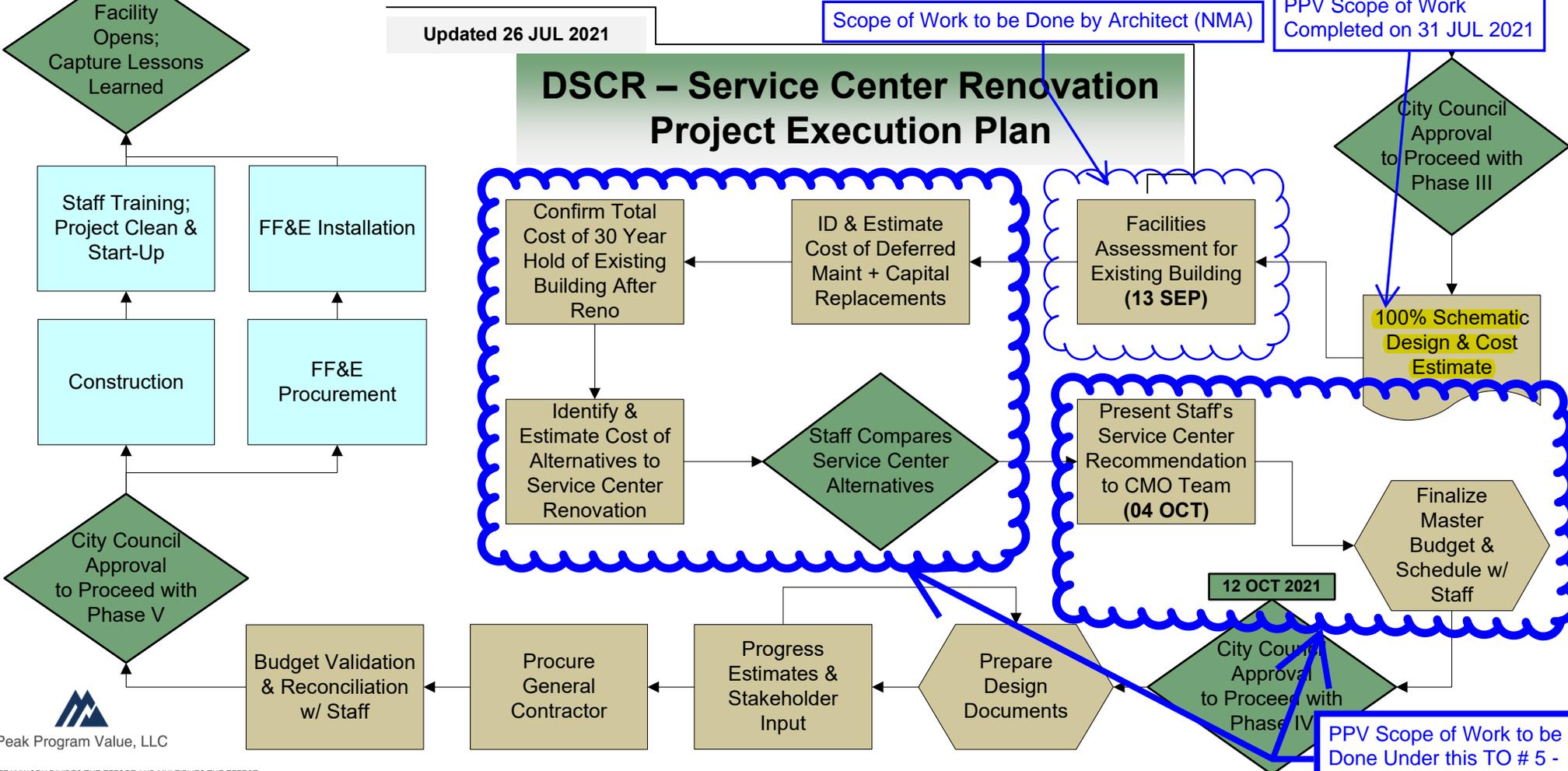
[Light Blue Box] = Construction



Updated 26 JUL 2021

Scope of Work to be Done by Architect (NMA)
PPV Scope of Work Completed on 31 JUL 2021

DSCR – Service Center Renovation Project Execution Plan



PPV Scope of Work to be Done Under this TO # 5 - REV 01

CoD's PSA # 7425 - Task Order # 05 - Revision One
Exhibit A - Project Scope
(Project Scope Narrative from NMA's AUG 2021 Proposal)

I. WORK SCOPE:

It is our intent to provide the City of Denton an enhanced Property Condition Assessment (PCA) of the City of Denton Service Center located at 901 Texas Street, Denton, TX 76209. As part of our design work for the proposed renovation currently in progress, we have done a baseline property condition assessment, although a written property condition report was not included in our scope of services. The focus of this PCA is to enhance the baseline survey and provide the City of Denton with a written Property Condition Report (PCR) to determine the best long-term goal for the Service Center. The scope of work is further defined below.

- NMA will use the ASTM E2018-15 Standard guide for Property Condition Assessments.
- Documentation review and interviews
 - The objective of the documentation review and interviews with end users and facility maintenance staff is to augment the walk-through survey and to further identify any physical deficiencies.
- Walk-through survey of existing property
 - The objective of the walk-through survey is to visually observe the property to obtain information on material systems and components and to identify any material physical deficiencies and any unusual conditions. Items of the material building systems and components to be observed are:
 - Structural Frame
 - Building Envelope
 - Roofing
 - Plumbing
 - Heating
 - Air Conditioning and ventilation
 - Electrical
 - Vertical Transportation
 - Life Safety/Fire Protection

CoD's PSA # 7425 - Task Order # 05 - Revision One
Exhibit A - Project Scope
(Project Scope Narrative from NMA's AUG 2021 Proposal)

- Interior elements
 - Property Condition report (PCR)
 - Provide a written report of the significance of the physical deficiencies found and provide a suggested remedy.
1. The Property Condition Assessment will include the services of sub-consultants as noted below.
 2. Sub-Consultants:
 - a. Structural Engineering: Alpha Consulting Engineers will be responsible for the assessment of the structural framing and foundation
 - b. Mechanical and Electrical Engineering: Hergenrether, Penner, McGuire and Burkett (HPMB) Consulting Engineering will be responsible for the assessment of the HVAC, Electrical and Plumbing and would include the following:
 - Engineering report listing existing major pieces of electrical distribution equipment, existing air conditioning equipment, existing water heater equipment, and any other major pieces of mechanical and electrical equipment on site. This listing would identify the equipment, provide pertinent data such as model number, approximate year of manufacturer, visual condition, and anticipated life expectancy.
 - Traverse of each air handling unit by an NEBB certified test and balance firm to ascertain current equipment performance as compared to original design data.
 - Thermographic survey of each electrical panelboard and switchboard
 - Camera survey of existing sewer piping inside the building by a licensed plumbing contractor.
 - HPMB will include the results from the above testing in their engineering report along with recommendations related to any issues discovered.
 - c. Civil Engineering: Civil engineering is not included.
 - d. Opinion of Cost: Opinion of cost is provided by others and is not included.

TIME FRAME - PCR: NMA is prepared to begin work immediately

- Anticipated time for delivery of Property Assessment Report is September 13, 2021.

Refer Attached Project Execution Plan provided by PPV for additional scheduling/next steps.

Preliminary Sketches: Professional services will consist of preliminary sketches of a new two story Service Center for the City of Denton.

- Spaces will include the following City of Denton Services:

First Floor

- Technology Services
- Water and Wastewater Utilities
- Parks and Recreation
- Traffic Operations
- Materials Management
- Streets and Drainage

Second Floor

- Safety Training
- Parks and Recreation
- Water Utilities Administration
- Public Works
- Purchasing



Peak Program Value, LLC ▪ 4450 Arapahoe ▪ Suite 100 ▪ Boulder CO ▪ 80303 ▪ 303.503.1155

Date: August 16, 2021

Contract #: 7425

Client: City of Denton, TX

Task Order: 5 **Exhibit B - Fees**

Projects: DSCR - Service Center Renovation

REV 01.00 **Property Condition Assessment Support Services**

Billing Period: 15 APR 2021 > 31 JUL 2021

City's Purchase Order #: 196980

Description	Total Contract	Percent Complete	Total Earned to Date	Previous Billings	Total this Period Only
DSCR - Denton Service Center Renovation					
<u>Preconstruction Services</u>					
Goal-Setting, Scheduling, Info/Cost Mgmt, & Procurement	45,815.00	35.0%	16,035.25		16,035.25
Ongoing Project Controls Services	83,606.00	23.3%	19,508.07		19,508.07
(15 Months @ 5,574/MO = 83,606; 3.5 MO of Services Provided before Project Pause Initiated = 23.3%)					
Preconstruction Reimbursables					w/Below
<u>Construction Services</u>					
Setup Project Controls & Info Management Systems	7,770.00				
Ongoing Cost, Schedule & Info Management Services	132,711.00				
(19 Months at 6,985/MO = 132,711)					
Ongoing Stakeholder & Quality Management Services	27,265.00				
(19 Months at 1,435/MO = 27,265)					
Construction Reimbursables					w/Below
Subtotal - Preconstruction + Construction Services	297,167.00	12.0%	35,543.32		35,543.32
Payments Received & Pending Fees					
Total Fees Due this Invoice			35,543.32		35,543.32
Reimbursable Expenses - Preconstruction	15,006.00				
Reimbursable Expenses - Construction	19,007.00				
Total Contract Value (Original TO # 05)			331,180.00		
<u>Credits Against Base Contract (Services Removed)</u>					
Goal-Setting, Scheduling, Info/Cost Mgmt, & Procurement	45,815.00	-60.0%	(27,489.00)		
Ongoing Project Controls Services	83,606.00	-23.3%	(19,508.07)		
(3.5 Months @ 5,574/MO = 23.3%)					
<u>Fees for Property Condition Assessment + Property Condition Report Support Services</u>					
Cost of Deferred Maint, Capital Replcmnt, 30 Yr Hold, Alts, etc.	45,815.00	60.0%	27,489.00		
Ongoing Project Controls Services - Team's PCA + PCR Effort	83,606.00	23.3%	19,508.07		
(3.5 Months @ 5,574/MO = 23.3%)					
Total Task Order # 05 Amount After Revision One			\$ 331,180.00		(No Change)



Peak Program Value, LLC ▪ 4450 Arapahoe ▪ Suite 100 ▪ Boulder CO ▪ 80303 ▪ 303.503.1155

City & Consultant PSA 7245 - Task Order 05

Revision One

Exhibit C - Schedule

Project Controls + City Support Services

Denton's Service Ctr/Fleet Services Site Master Planning

The Consultant's services are assumed to be provided from 01 SEP 2021 to 15 DEC 2021.

Fees & reimbursables for extensions of services beyond 15 DEC 2021, through no fault of the Consultant, will be equitably adjusted as mutually agreed in writing by the City and the Consultant.



Peak Program Value, LLC ▪ 4450 Arapahoe ▪ Suite 100 ▪ Boulder CO ▪ 80303 ▪ 303.503.1155

City & Consultant PSA 7425 - Task Order 7 (11)

Project Controls + City Support Services

Denton's Service Ctr/Fleet Services Site Master Planning

Consultant's Project Scope; Services & Fees; and Project Schedule

This Task Order # 7(11) provides the authorization to proceed with project controls and City support services, under the terms and conditions of Professional Services Agreement # 7425, and as defined in the following attachments:

Attachment A – Project Scope

Attachment B – Services and Fees

Attachment C – Project Schedule

CITY OF DENTON, TEXAS
OWNER

DocuSigned by:

Christa Christian

6A8263DE08F4429...

Christa Christian, CPPB

PEAK PROGRAM VALUE, LLC
"CONSULTANT"

DocuSigned by:

Chris Squadra

D9FFDCA63E20468...

BY: Chris Squadra, Its: Partner

CoD's PSA # 7425 - Task Order # 11
Exhibit A - Project Scope
(Project Scope Narrative from TNP's MAY 2021 Amendment # 05)

Parking Lot Design

Service Center Conceptual Parking Study Update:

Prior to preparing construction plans for the various parking lots at the Service Center, TNP will update and revise the previous conceptual parking study of the Service Center facility, expanding the limits to include current and future planned site conditions, the City owned property north of Willis Street and east of Ruddell (see the attached exhibit for the limits of the study). This study will aim to accomplish the following objectives:

1. Develop a concept plan parking layout considering existing conditions and future planned improvements to the Service Center. This will included building plans and future sight utilization.
2. Prepare a Survey Questionnaire for City departments to gain an understanding of their needs.
3. Host up to 4 meetings with department staff to clarify understanding of each group's specific needs for parking, traffic flow, and access
4. Address visitor parking as needed
5. Provide a schematic layout of wayfinding signs and markings to guide visitors to appropriate parking and entries
6. Determine circulation needs based on City vehicles
7. Consider impact of the future Ruddell Street re-alignment
8. Produce conceptual site maps of the Service Center Facility depicting proposed traffic flow and parking modifications. The site map will be based on an aerial photo, to be taken using drone aerial photography, generating an aerial photograph with 1" pixel resolution. Visitor parking will be addressed, along with wayfinding signs and markings to guide visitors to appropriate parking and entries
9. Incorporate the results of the floodplain study into the concept plan
10. Incorporate landscape requirements into the conceptual plan and prepare conceptual landscaping plans according to the parking concept
11. Prepare a conceptual fencing plan for the new parking concept plan
12. Consider options fort future anticipated amenities such as lighting, electric vehicle charging, permeable pavement and other environmentally friendly enhancements

This facility does not currently comply with DDC parking and landscaping standards. We recommend that these guidelines be followed for the parking lots designated for employee and visitor parking, but not necessarily for those areas designated for heavy construction equipment. Once the site layout is approved by City staff, design of the specific parking lots can proceed.

TNP proposes to accomplish the study as follows:

1. Meet with the Client to kickoff the project and discuss overall objectives and project plan
2. Provide a survey questionnaire to department leaders to assess their individual departmental needs
3. Develop Concept Plans to designate areas and zones for specific department needs and determine optimal overall site organization

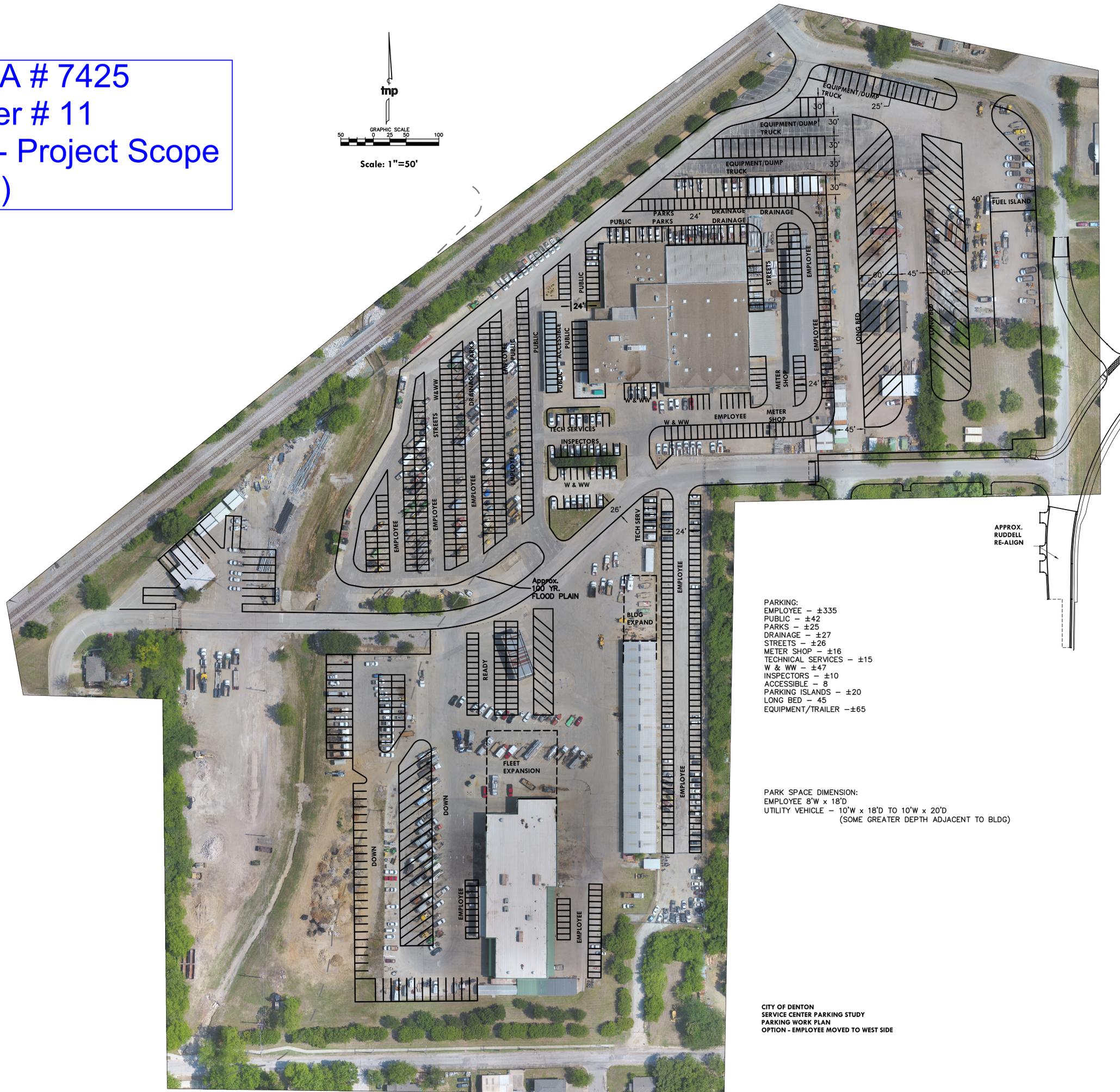
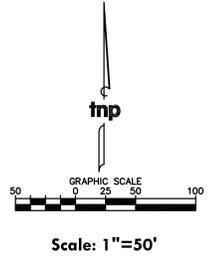
CoD's PSA # 7425 - Task Order # 11
Exhibit A - Project Scope
(Project Scope Narrative from TNP's MAY 2021 Amendment # 05)

4. Meet leadership in each department to understand their specific objectives and needs
5. Meet with the Client to review departmental input and the overall plan
6. Refine Conceptual Parking Lot Plan (up to 3 iterations) based on City input
7. Prepare a final concept plan with a report of assumptions and submit to the Client for review
8. Address minor review comments
9. Prepare and submit a final concept plan including all deliverables listed below

Deliverables:

1. Preliminary Concept Plan and Refinements
2. Final Conceptual parking Lot Plan
3. Conceptual Landscaping Plan
4. Conceptual Fencing Plan
5. Summary report of survey results, input data, assumptions, recommendations, and conclusions

CoD's PSA # 7425
 Task Order # 11
 Exhibit A - Project Scope
 (Site Plan)



- PARKING:
- EMPLOYEE - ±335
 - PUBLIC - ±42
 - PARKS - ±25
 - DRAINAGE - ±27
 - STREETS - ±26
 - METER SHOP - ±16
 - TECHNICAL SERVICES - ±15
 - W & WW - ±47
 - INSPECTORS - ±10
 - ACCESSIBLE - 8
 - PARKING ISLANDS - ±20
 - LONG BED - 45
 - EQUIPMENT/TRAILER - ±65

PARK SPACE DIMENSION:
 EMPLOYEE 8'W x 18'D
 UTILITY VEHICLE - 10'W x 18'D TO 10'W x 20'D
 (SOME GREATER DEPTH ADJACENT TO BLDG)

CITY OF DENTON
 SERVICE CENTER PARKING STUDY
 PARKING WORK PLAN
 OPTION - EMPLOYEE MOVED TO WEST SIDE

Project Controls Scope of Services & Fees - Service Ctr/Fleet Maintenance Site Master Planning

Service Item #	Description	Fees + Expenses		
1.0	Basic Services - Preconstruction	Included (If Checked)		
1.A	Goal-setting, Scheduling & Information Management	w/Fees Below		
1.0	Project Goals & Implementation Planning	✓		
2.0	Public Private Partnership Ideas	✓		
3.0	Communication & Information Management Plan	✓		
4.0	Conceptual Master Project Schedule	✓		
5.0	Conceptual Construction Phasing Plan	✓		
6.0	Detailed Master Project Schedule	✓		
1.B	Cost Management	One Time Tasks - Preconstruction (1.A and 1.B)	14,980	
1.0	Programmatic Construction Cost Estimate – One Scheme	✓		
2.0	Programmatic Construction Cost Estimate – Three (3) Additional Schemes	✓		
3.0	Owner's Development Budget Validation	✓		
4.0	Conceptual Design Construction Cost Estimate – One Scheme	✓		
5.0	Conceptual Design Construction Cost Estimate – Three (3) Additional Schemes	✓		
6.0	Cash Flow Prediction	✓		
7.0	Construction Cost Estimates after Conceptual Design	Excluded		
#REF!	Value Engineering, Life Cycle Cost Analysis and Evaluation of New Alternatives	Excluded		
1.C	Best Value Procurement Processes	Excluded		
1.0	"Owner-friendly" Design Team Selection Strategies	Not Applicable		
2.0	Design Team Selection Assistance	Not Applicable		
3.0	"Owner-friendly" Contracting Team Selection Strategies	Not Applicable		
4.0	Contracting Team Selection Assistance	Not Applicable		
5.0	Contractor/Sub Prequals, Solicitation, Bid Analysis & Award Recommendation Validation	Not Applicable		
1.D	Ongoing Preconstruction Services - 01 SEP 2021 to 30 MAY 2022	8 Months	2,583 per Month	20,668
1.0	Interactive Work Sessions and Meetings Required for Basic Preconstruction Services	✓		
	Services Duration = Current Project Contract Schedule; Extensions Calc'd at Monthly Rate			
Total Fees for Basic Services - Preconstruction (w/o Reimbursable Expenses)				35,648

2.0	Construction Services	Excluded	
------------	------------------------------	-----------------	--

3.0	Summary of Fees & Expenses		
	<u>Basic Services - Preconstruction Only</u>		
3.1	One Time + Ongoing Preconstruction Services (Assumes 8 Months)	35,648	
3.3	Reimbursable Expenses for Preconstruction Services (Billed at Actual Cost; 8 Months)	1,143	
	Basic Services - Preconstruction	36,791	
	<u>Basic Services - Construction Only</u>		
3.2	One Time + Ongoing Construction Services (Assumes 25 Months)	Excluded	
3.4	Reimbursable Expenses for Construction Services (Billed at Actual Cost; 25 Months)	Not Applicable	
	Construction Services	Excluded	

4.0	Task Order Clarifications & Exclusions		
4.1	Consultant is Not Responsible for Engineer's Failure to Perform	Excluded	
4.2	Fees for for Engineer's Failure to Perform, or Project Delays are Additional Services	Excluded	
4.3	Services Not Checked in Sections Above (Even if Included In PSA Exhibit A) Are Excluded	Excluded	



Peak Program Value, LLC ▪ 4450 Arapahoe ▪ Suite 100 ▪ Boulder CO ▪ 80303 ▪ 303.503.1155

City & Consultant PSA 7245 - Task Order 7 (11)

Exhibit C - Schedule

Project Controls + City Support Services

Denton's Service Ctr/Fleet Services Site Master Planning

The Consultant's services are assumed to be provided from 01 SEP 2021 to 31 MAY 2022.

Fees & reimbursables for extensions of services beyond 31 MAY 2022, through no fault of the Consultant, will be equitably adjusted as mutually agreed in writing by the City and the Consultant.

Certificate Of Completion

Envelope Id: 98C2D2C3E04D4FEAA970B8406A66FCF2	Status: Completed
Subject: Please DocuSign: 7425 - Program Management Services, Amendment 4	
Source Envelope:	
Document Pages: 14	Signatures: 7
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Christa Christian
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	Christa.Christian@cityofdenton.com
	IP Address: 198.49.140.104

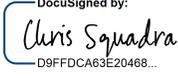
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Signer Events

Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Chris Squadra csquadra@peakprogramvalue.com Security Level: Email, Account Authentication (None)	<p>DocuSigned by:  D9FFDCA63E20468...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 174.246.131.209</p>	<p>Sent: 8/18/2021 3:06:07 PM Viewed: 8/19/2021 7:38:21 PM Signed: 8/19/2021 7:39:12 PM</p>
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Scott Gray scott.gray@cityofdenton.com Director - Airport & Facilities x Security Level: Email, Account Authentication (None)	<p>DocuSigned by:  A79499140F7443A...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 47.38.255.16 Signed using mobile</p>	<p>Sent: 8/19/2021 7:39:15 PM Viewed: 8/19/2021 7:39:35 PM Signed: 8/19/2021 7:40:09 PM</p>
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In Person Signer Events

Signature

Timestamp

Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 8/20/2021 9:20:57 AM
Marissa Barrett marissa.barrett@cityofdenton.com Management Analyst City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 8/20/2021 9:20:58 AM
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Completed	Security Checked	8/20/2021 9:20:58 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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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.

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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.

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTIT

Filing Number:	803303219	Entity Type:	Foreign Limited Liability Company (LLC)
Original Date of Filing:	April 26, 2019	Entity Status:	In existence
Formation Date:	N/A		
Tax ID:	32070550952	FEIN:	464180668
Name:	Peak Program Value, LLC		
Address:	4450 Arapahoe Ave., Suite 100 Boulder, CO 80303 UMI		
Fictitious Name:	N/A		
Jurisdiction:	CO, USA		
Foreign Formation Date:	November 25, 2013		

REGISTERED AGENT	FILING HISTORY	NAMES	MANAGEMENT
Last Update	Name	Title	
April 26, 2019	Christopher Squadra	Manager	

[Order](#)

[Return to Search](#)

ORDINANCE NO. 21-1868

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A FIFTH AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DENTON AND PEAK PROGRAM VALUE, LLC, AMENDING THE CONTRACT APPROVED BY CITY COUNCIL ON OCTOBER 13, 2020, IN THE NOT-TO-EXCEED AMOUNT OF \$696,074.00; AMENDED BY AMENDMENTS 1-4 APPROVED BY PURCHASING AND CITY COUNCIL; SAID FIFTH AMENDMENT TO PROVIDE PRECONSTRUCTION AND CONSTRUCTION MANAGEMENT SERVICES FOR THE SOLID WASTE FLEET MAINTENANCE SHOP IN THE EXPENDITURE AMOUNT OF \$221,567.00, DENTON MUNICIPAL ELECTRIC RENOVATION IN THE EXPENDITURE AMOUNT OF \$271,189.00, AND PRE-CONSTRUCTION ESTIMATION SERVICES IN THE EXPENDITURE AMOUNT OF \$47,500.00; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 7425 – PROVIDING FOR AN ADDITIONAL FIFTH AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED \$540,256.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$1,782,016.00).

WHEREAS, on October 13, 2020, by Ordinance No. 20-1995, the City awarded a contract to Peak Program Value, LLC in the amount of \$696,074.00 for program management services for the construction phase of the Public Safety Buildings (Police Headquarters, Police Substation, and Firing Range) and additional services for new or renovations of City buildings; and

WHEREAS, the additional fees under the proposed Fifth 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 Fifth Amendment, increasing the amount of the contract between the City and Peak Program Value, LLC, which is on file in the office of the Purchasing Agent, in the amount of Five Hundred Forty Thousand Two Hundred Fifty-Six and 00/100 (\$540,256.00) Dollars, is hereby approved, and the expenditure of funds therefor is hereby authorized in accordance with said amendment which shall be attached hereto. The total contract amount increases to \$1,782,016.00.

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

The motion to approve this ordinance was made by Jesse Davis and seconded by Brian Beck. This 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"/>
Vicki Byrd, District 1:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brian Beck, 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"/>
Alison Maguire, 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 14th day of September, 2021.



 GERARD HUDSPETH, MAYOR

ATTEST:
 ROSA RIOS, CITY SECRETARY

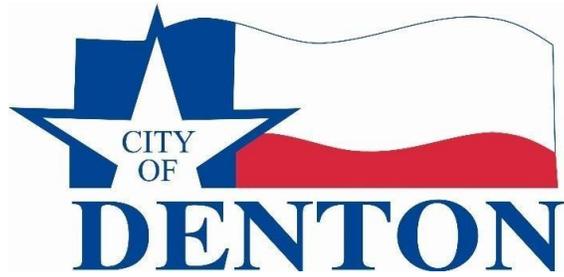
BY: 



APPROVED AS TO LEGAL FORM:
 CATHERINE CLIFTON, INTERIM CITY ATTORNEY

BY: 

 Digitally signed by Marcella Lunn
 DN: cn=Marcella Lunn, o, ou=City
 of Denton,
 email=marcella.lunn@cityofdent
 on.com, c=US
 Date: 2021.08.30 16:28:14 -05'00'



DocuSign City Council Transmittal Coversheet

PSA	7425
File Name	Program Management Services - Amendment 5
Purchasing Contact	Christa Christian
City Council Target Date	
Piggy Back Option	No
Contract Expiration	
Ordinance	

**FIFTH AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND PEAK PROGRAM VALUE, LLC.
PSA 7425**

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS FIFTH AMENDMENT TO CONTRACT 7425 (“Amendment”) by and between the City of Denton, Texas (“City”) and PEAK PROGRAM VALUE, LLC. (“Consultant”); to that certain contract executed on October 13, 2020, in the original not-to-exceed amount of \$696,074.00 (the “Original Agreement”); amended on February 8, 2021 in the additional amount of \$44,910.00 aggregating a not-to-exceed amount of \$740,984.00 (the “First Amendment”); amended on April 8, 2021 to include task order 3, project controls and City support for The Junction Project, in the additional amount of \$0 aggregating a not-to-exceed amount of \$740,984.00 (the “Second Amendment”); amended on June 15, 2021 to include task orders 4, 5 and 6, in the additional amount of \$463,985.00 aggregating a not-to- exceed amount of \$1,204,969.00 (the “Third Amendment”); amended on August 20, 2021 to include Task Order 5, Revision 1 and Task Order 7, in the additional amount of \$36,791.00 aggregating a not-to- exceed amount of \$1,241,760.00 (the “Fourth Amendment”) (collectively, the Original Agreement, the First Amendment, the Second Amendment, The Third Amendment, and the Fourth Amendment are the “Agreement”) for services related to Program Management Services.

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 \$540,256.00 with this Amendment (Task Order’s 8, 9 and 10) for an aggregate not-to-exceed amount of \$1,782,016.00; and

FURTHERMORE, the City deems it necessary to further expand the 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 Program Management Services, 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", a total fee, including reimbursement for non-labor expenses an amount not to exceed \$540,256.00.

- 2. This Amendment modifies the Agreement amount to provide an additional \$540,256.00 for the additional services with a revised aggregate not to exceed total of \$1,782,016.00.

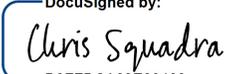
The Parties hereto agree, that except as specifically provided for by this Amendment, that all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in the Agreement remain in full force and effect.

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 09/14/2021.

"Consultant"

PEAK PROGRAM VALUE, LLC..

"CITY"

By: DocuSigned by:

D9FFDCA63E20468...

Chris Squadra, Partner

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: DocuSigned by:

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SARA HENSLEY, INTERIM CITY MANAGER

ATTEST:
ROSA RIOS, CITY SECRETARY

By: DocuSigned by:

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

AUTHORIZED SIGNATURE, TITLE APPROVED AS TO LEGAL FORM:

By: DocuSigned by:

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CATHERINE CLIFTON, INTERIM CITY ATTORNEY

DocuSigned by:

A79499140F7443A...
 SIGNATURE Scott Gray
 PRINTED NAME

Director - Airport & Facilities
 TITLE
 Facilities Management
 DEPARTMENT



Exhibit A

Peak Program Value, LLC ▪ 4450 Arapahoe ▪ Suite 100 ▪ Boulder CO ▪ 80303 ▪ 303.503.1155

City & Consultant PSA 7425 - Task Order 08
“As Needed” On Call Project Controls Services
Consultant’s Scope; Services; Fees; and Schedule

This Task Order # 08 provides the authorization to provide project controls services to the City as may be requested in the future, under the terms and conditions of Professional Services Agreement # 7425, and as defined in the following attachment:

Attachment A – Project Scope, Services, Fees, and Schedule

CITY OF DENTON, TEXAS
OWNER

SARA HENSLEY, INTERIM CITY MANAGER

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: _____

PEAK PROGRAM VALUE, LLC
“CONSULTANT”

DocuSigned by:
Chris Squadra
D9FFDCA63E20468...

BY: Chris Squadra, Its: Partner



Peak Program Value, LLC ▪ 4450 Arapahoe ▪ Suite 100 ▪ Boulder CO ▪ 80303 ▪ 303.503.1155

To Whom It May Concern:

August 16, 2021

Peak Program Value, LLC (Consultant) appreciates the opportunity to provide value to the City of Denton (City) for upcoming projects, and working with the Facilities Department to support the City's stakeholders.

Based on the scope outlined in discussions with the City team, PPV has prepared a proposal for the services we believe will meet the City's requirements, and will help with decision-making on future projects.

A. The Projects

The project(s) are to be determined by the City, as needs arise. This Task Order # 08 does not define any projects, or guarantee any compensation to the Consultant.

B. Basic Services

PPV will provide the following services as the City may request from time to time:

A. Project Goals & Implementation Plan

Meet with the team and discuss the City's goals. Review the options and process for due diligence, land acquisition, design, entitlement, procurement, construction, start-up and occupancy by the stakeholders, and their impact on risk management.

Prepare a draft project charter, showing the steps by phase for implementing the project, as well as the owner's move-in, occupancy and start-up activities. Review with the project team, revise and resubmit until approved by the Client.

B. Conceptual, Schematic, Design Development, and Other Detailed Construction Cost Estimates

Prepare construction cost estimate(s) from the project information package(s) provided by the City, and meet with the City to review with the project team. Make requested edits, and re-submit as a final deliverable.

C. Owner's Development Budget Creation or Validation

Create (or review the City's) costs to be used for each master site development component (e.g. site utilities, drainage structures, pedestrian paving, vehicular paving, site furnishings, etc.), as well as the budget for the building's furnishings, fixtures, and equipment (FF&E) costs outside the scope of the construction cost estimate.

Discuss and correct significant variations in the City's costs from historic data, and probable component and system requirements, given the known project program and Client's requirements.

Integrate these three direct cost estimates (e.g. site development, building construction cost, and FF&E) with their appropriate budgets for design, engineering, materials testing, escalation, permits, tap fees, and contingency. Review with the project team, edit and re-submit until approved.

Validate the alignment of the project's scope, quality and budget; offer ideas for eliminating variances (if any).

D. Conceptual Master Project Schedule

Meet with the team and facilitate a "scheduling charette" to understand the goals, major milestones and integration of design, entitlement, procurement, construction and beneficial occupancy milestones of the stakeholders. Expand the discussion to include other Client activities (e.g. funding milestones, land acquisition, master site development, etc.) that may affect the project's schedule.

E. Conceptual Construction Phasing Plan

Prepare three (3) different construction phasing plans for the project, assuming different site ownership and property acquisition options. Show the impact on the project occupancy in above Conceptual Master Project Schedule for the three different acquisition options, and lead a discussion on each.

F. Value Engineering, Life Cycle Cost Analysis & Evaluation of Alternatives

Collaborate with the project team to identify value engineering ideas, ascertain their first cost impact on the budget, as well as their impact to the operational costs of the facility over a thirty (30) year building life cycle. Evaluate alternative designs, materials and/or site options to achieve maximum value for the lowest cost. Attend, and if requested, lead interactive work session(s) with the project team to evaluate the acceptability of the first cost and life cycle cost impacts of the preferred value engineering options. Encourage the project team to use stakeholder goals and a value analysis process to finalize these value engineering decisions.

G. Cash Flow Prediction

Load the budget into the schedule, showing the costs to be incurred by quarter throughout the project.

H. Public Private Partnership Ideas

Collaborate with the project team to identify potentially viable public-private partnership ideas. Evaluate each for financial, legal and financial soundness; prepare pro formas for each; and present the results to the project team and other stakeholders. Assist with strategies for implementing the preferred public-private partnership alternative(s).

I. "Owner-friendly" Contracting Team Selection Ideas

Review the various processes available for selecting the contracting team, and identify, present and discuss the risks and benefits of each method. Facilitate an interactive work session that results in a contracting team procurement method being selected.

J. Other Project Control Services

PPV will provide other project control services for the City not listed above, as determined by the City from time to time to be useful.

C. Compensation**Not To Exceed \$47,500**

The fees for each of these assignments will be lump sums as mutually agreed in advance, on an "as needed" basis. The aggregate for all assignments under

D. Schedule

The schedule for each assignment will be as mutually agreed by the City and Consultant in writing in advance of commencement of work.



Peak Program Value, LLC ▪ 4450 Arapahoe ▪ Suite 100 ▪ Boulder CO ▪ 80303 ▪ 303.503.1155

City & Consultant PSA 7425 - Task Order 09

Project Controls + City Support Services – Solid Waste Fleet Maintenance Facility

Consultant’s Project Scope; Services & Fees; and Project Schedule

This Task Order # 09 provides the authorization to proceed with project controls and City support services, under the terms and conditions of Professional Services Agreement # 7425, and as defined in the following attachments:

- Attachment A – Project Scope
- Attachment B – Services and Fees
- Attachment C – Project Schedule

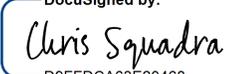
CITY OF DENTON, TEXAS
OWNER

SARA HENSLEY, INTERIM CITY MANAGER

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: _____

PEAK PROGRAM VALUE, LLC
“CONSULTANT”

DocuSigned by:

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BY: Chris Squadra, Its: Partner

City of Denton - Solid Waste Fleet Maintenance Facility

CoD's PSA # 7425 - Task Order # 09
Exhibit A - Project Scope

DSWF - Project Charter

Project Charter
Facilities Management Department
Planning and Construction

The purpose of this Project Charter is to document initial information and establish processes to ensure that the Project Team works collaboratively and with well defined roles and responsibilities in order to deliver a quality project within scope, budget, and on schedule. The project information provided herein is high-level and used to initiate project planning only.

A. General Information

Project Name	City of Denton Solid Waste Fleet Maintenance Facility	Address	1527 S. Mayhill Rd. Denton, TX 76208
Project Description	Design and Construction of a 6 bay Heavy Equipment Fleet Service/Maintenance Facility with a canopy, parking, and ready and downline		
Project Manager		Email	Phone
Client Department	Fleet Services		
Client Contract	Terry Kader	Email: Terry.Kader@cityofdenton.com	Phone: 940-349-8729
Initial Project Budget Estimate	TBD; Pending Discovery	Funding Source	Certificate of Obligation (C.O) Solid Waste Funds
Bond Election Year (if applicable)		Bond Proposition Number	

B. Project Information

Business Case (justification for initiating a project)

The City of Denton Solid Waste and Recycling Department is exclusively responsible for the collection of residential and commercial solid waste and recycling and landfilling activities in the City of Denton. To complete this charge, the Department must muster and maintain a significant and unique fleet of specialty heavy equipment. Maintenance and repair of this fleets was historically undertaken onsite by contractors or City of Denton (COD) Field Technicians or transported offsite to the City's Centralized Fleet Facility, located on Texas Street, for any maintenance required resulting in significant downtime, lost productivity, and operational inefficiencies. In 2017, a third party solid waste consultant (Blue Ridge Services) completed an operational review and staffing assessment of the Solid Waste and Recycling Department, which included the recommendation, "The City should consider constructing a maintenance shop annex close to CDC's truck parking facility. A shop next to the parking facility make it convenient for drivers to drop off their truck for repairs, reducing driver frustration and encouraging them to turn in their truck for repair immediately when needed. It also makes it convenient for fleet services to retrieve trucks for preventative maintenance services and other repairs." In FY2019/2020, a metal building was converted to a temporary, onsite 2-bay Fleet Services Annex was established where minor repairs, hose changes, oil services, and other minor issues to get a truck on the road in the morning are completed. While this has significantly affected SWR fleet up-time, more intense PM services and major repairs must still be completed at Texas Street. By establishing a Satellite Fleets Services Facility at the City of Denton Landfill, the uniqueness of the SWR fleet can be addressed, maintenance can be prioritized, Solid waste Services can be ensured.

Project Scope

Design and Construction of a 6 bay Heavy Equipment Fleet Service/Maintenance Facility with a canopy, parking, and ready and deadline. Design MUST include fixed methane monitors in the enclosed areas

Background/ History (describe the situation, context of, or history, and include current status of the project)

See Business Case

Purpose, Objective, & Goals (specific project objective that correlates with the issue or opportunity. Objective must relate to at least one issue and include measurable outcomes)

See Business Case

Other Relevant Project Information

Attached is a recently completed map indicating the proposed location of this facility. Additionally, as-built infrastructure maps for the existing onsite improvements for the old DTE Gen-Set, which is to be removed from the property within the next 90 days.

C. Project Delivery Method

Proposed Design Delivery Method	Standard Owner-Archit Agmnt	Proposed Construction Delivery Method	CMAR on Board at 50% DDs
Initial Project Schedule	Preconstruction: 15 Months	Construction: 10 Months	Construction Phase End Date 01 Aug 23 01 OCT 2023

D. Project Team Roles & Responsibilities (list all key internal and external project team members and associated project responsibilities including participation in public outreach meetings, presentations to Boards & Commissions, etc.)

Name	Organization	Project Role	Responsibilities
Terry Kader	CoD - Fleet Services	Client Department	End user for building, present at PUB/CC Meetings
Mark Bartek	CoD - Fleet Services	Client Department, Site Contact	End user for building
Brian Borner	CoD - Solid Waste	Client - Client Department	Client of end user, present at PUB/CC Meetings
Scott Gray	CoD - Facilities	Project Delivery	

E. Stakeholder Communications (list all anticipated internal and external communications including project and public meetings)

Event, Issue	Communication Type	Description	Frequency	Deliverable
Updates to CMO/Council	Friday Report	Updates regarding project construction progressions	As needed	

**City of Denton - Solid Waste Fleet Maintenance Facility
DSWF - Project Charter**

Project Charter Facilities Management Department Planning and Construction				
The purpose of this Project Charter is to document initial information and establish processes to ensure that the Project Team works collaboratively and with well defined roles and responsibilities in order to deliver a quality project within scope, budget, and on schedule. The project information provided herein is high-level and used to initiate project planning only.				

Contract Approval for Architect & Construction	PUB & City Council	PUB & CC Approvals of contracts	As needed	

F. Related Subprojects <i>(describe their relationship and impact on each other)</i>

Removal of methane generator from existing site location - Denton Municipal Electric is leading that project.

G. Attachments Checklist

Preliminary Budget Est.

Project Location Map

H. Approvals

	Name	Signature	Date
Client Contact	Terry Kader		
FacMan (PPV) Project Manager	Gaila Barnett		
Director of Airport, Real Estate & Facilities	Scott Gray		
DCM or ACM	Chief Frank Dixon		

Service Item #	Description	Fees + Expenses		
1.0	Basic Services - Preconstruction	Included (If Checked)		
1.A	Goal-setting, Scheduling & Information Management	w/Fees Below		
1.0	Project Goals & Implementation Planning	✓		
2.0	Public Private Partnership Ideas	Not Applicable		
3.0	Communication & Information Management Plan	✓		
4.0	Conceptual Master Project Schedule	✓		
5.0	Conceptual Construction Phasing Plan	✓		
6.0	Detailed Master Project Schedule	✓		
1.B	Cost Management	w/Fees Below		
1.0	Programmatic Construction Cost Estimate – One Scheme	Not Applicable		
2.0	Programmatic Construction Cost Estimate – Additional Schemes (Each)	Not Applicable		
3.0	Owner's Development Budget Validation	✓		
4.0	Conceptual Design Construction Cost Estimate – One Scheme	✓		
5.0	Conceptual Design Construction Cost Estimate – Additional Schemes (Each)	✓		
6.0	Cash Flow Prediction	✓		
7.0	50% Schematic Design Construction Cost Estimate (Assumes Single Scheme)	✓		
8.0	100% Schematic Design Construction Cost Estimate (Assumes Single Scheme)	✓		
9.0	Validation of GC's Initial Construction Cost Estimate	✓		
10.0	50% Design Development Construction Cost Estimate (Assumes Single Scheme)	✓		
11.0	GC's Estimate Validation at 100% Design Development	✓		
12.0	Validation of the GC's Proposed Final Guaranteed Maximum Price (GMP)	✓		
13.0	Value Engineering, Life Cycle Cost Analysis and Evaluation of New Alternatives	✓		
14.0	Coordination of Furnishings, Fixtures & Equipment (FF&E), IT, AV and Security Budgets	✓		
1.C	Best Value Procurement Processes	One Time Tasks - Preconstruction (1.A, 1.B & 1.C)		37,371
1.0	"Owner-friendly" Design Team Selection Strategies	✓		
2.0	Design Team Selection Assistance	✓		
3.0	"Owner-friendly" Contracting Team Selection Strategies	✓		
4.0	Contracting Team Selection Assistance	✓		
5.0	Contractor/Sub Prequals, Solicitation, Bid Analysis & Award Recommendation Validation	✓		
1.D	Ongoing Preconstruction Services - 01 SEP 2021 to 01 OCT 2022	15 Months	3,943 per Month	59,150
1.0	Interactive Work Sessions and Meetings Required for Basic Preconstruction Services	✓		
	Services Duration = Current Project Contract Schedule; Extensions Calc'd at Monthly Rate			
Total Fees for Basic Services - Preconstruction (w/o Reimbursable Expenses)				96,521

2.0	Alternate 01- Construction Services (at the Option of the City)	Included (If Checked)	
2.A	One Time Tasks - Set Up Project Controls & Information Management Systems		Concurrent w/2.B Below
1.0	Cost Management Options Review	Completed	
2.0	Schedule Management Options Review	Completed	
3.0	Information Management Options Review	Completed	
4.0	Set Up the Chosen Systems, Processes & Tools for Tracking:	✓	
.1	Budgets Against Commitments	✓	
.2	Proposed Change Orders	✓	
.3	Pending Commitments	✓	
.4	GC, Design Team, and Consultant Contract Changes	✓	
.5	Contingency Use Log(s)	✓	
.6	Commitments vs. Budget	✓	
.7	Payments vs. Commitments	✓	

Service Item #	Description	Fees + Expenses		
5.0	Set Up Buyout Savings Tracking Process with GC			✓
6.0	Set Up the Allowances & Furnishings/Equipment Budget Tracking System			✓
7.0	Review Project Controls Systems with Team			✓
8.0	Project Controls Systems Training for Architect & Owner Team			✓
	Subtotal: One Time Tasks - Set Up Project Controls & Information Management Systems			4,515
2.B	Ongoing Project Control Services - Cost, Schedule & Information Management			
1.0	Ongoing Cost Management			✓
2.0	Ongoing Schedule Management			✓
3.0	Ongoing Information Management			✓
4.0	Meetings During Construction:			
.1	Project Executive		Monthly	
.2	Senior Project Manager		N/A	
.3	Project Manager		4X per Month	
.4	Assistant PM		N/A	
5.0	Review Project Status & Interview Team Members			✓
6.0	Read Weekly Meeting Minutes & Status Logs			✓
7.0	Reporting to Owner		4X per Month	
8.0	Review Applications for Payment Monthly:			✓
.1	Note Compliance with the Contract and Standards of the Industry			✓
.2	Compare Scheduled/Completed Work vs. Amount Billed			✓
.3	Review Appropriateness of Contingency Reallocations			✓
.4	Validate Proper Documentation of Expenditures			✓
.5	Track Use of Allowances			✓
.6	Track Invoices for Furnishings & Equipment			✓
.7	Confirm Buyout Savings Status			✓
9.0	Update Owner's Budget			✓
10.0	Maintain and Update Project Budget Tracking System			✓
11.0	Publish Monthly Reports wExecutive Summary + Detailed Findings			✓
12.0	Establish Schedule Tracking Procedures			✓
13.0	Validate GC's Proposed Change Requests (up to a Max of 5.0% of GC's Contract Amount) (5.0% CO Max is Calculated on Contract without City's Owner's Contingency Line Included) (Evaluating & Negotiating COs Above this 5.0% Amount Is An Additional Service)			✓
14.0	Validate Project Turnover, Start-up, Owner Move-in, and Closeout Procedures			✓
	Services Duration = Current Project Contract Schedule; Extensions Calc'd at Monthly Rate Below			
	Subtotal: Ongoing Project Control Services - Cost, Schedule & Information Management	12 Months	6,996 per Month	83,948
2.C	City Stakeholder Management	12 Months	1,441 /MO	17,290
1.0	Provide Direct Interface with End-users and Other Stakeholders as Required			✓
2.0	Maintain a Single Point of Project Contact for the City Team			✓
3.0	Provide Briefings of Officials, Council, Boards, Commissions, & Ad-hoc Committees			✓
4.0	Plan, Coordinate & Lead Project Update Meetings & Status Report Distribution for Above			✓
5.0	Provide a Public Communication Plan for Neighborhoods & Community-wide Citizens			✓
6.0	Assist Staff in Coordination of Ground-breaking, Announcements & Press Conferences			✓
7.0	Coordinate Design, Approval & Placement of Project Signage			✓
7.0	Serve as the City's Point of Contact during Construction			✓
8.0	Conduct Construction Update Meetings at Construction Sites			✓

City & Consultant PSA 7425 - Task Order 09 - Exhibit B
Project Controls Scope of Services & Fees - Service Center Renovation

Service Item #	Description		Fees + Expenses
2.D	Quality Management	12 Months	w/Above
1.0	Coordinate Project Close Out, including Obtaining Final As-Built Plans from Contractor		✓
2.0	Monitor Construction Progress		✓
3.0	Advise the City of Any Observations of Non-Conforming Work or Other Quality Concerns		✓
4.0	Manage the Geotechnical Investigations and Develop Contracts for Geotechnical Firms		✓
5.0	Review Results from Geotechnical Investigations		✓
6.0	Review Contractor's Quality Control Plan		✓
7.0	Provide Oversight of City's Quality Assurance Plan		✓
8.0	Review Submittals Prepared by the Contractor & Processed by the Design Team		✓
9.0	Coordinate City Staff Review of Submittals Where Required		✓
10.0	Coordinate City Vendors, to Include Security, Data, Telecom, & Move Management		✓
11.0	Coordinate Furnishings Installation (Furnishings Procurement by Others)		✓
12.0	Coordinate City's Architect's Site Visits & Facility's Punchlist Distribution/Tracking		✓
13.0	Monitor Contractor's Completion of Punchlist Items & Architect's Confirmation of Same		✓
14.0	Coordinate City's Commissioning Consultant's Site Visits & Review Reports		✓
15.0	Monitor Contractor's Compliance w/Commissioning Consultant's Findings & Final Cx Report		✓
16.0	Coordinate Turnover of Closeout Documentation & Project Information Management System		✓
17.0	Coordinate City's Architect's 11 Month Warranty Site Visit & Distribution Findings		✓
			✓
2.E	Support Services for Other City Project Management Responsibilities	12 Months	w/Above
1.0	Issue "Notices to Proceed" on Appropriate Phases		✓
2.0	Coordinate TAS Consultant's Site Visit(s) & Review TAS Consultant's Findings		✓
	Subtotal - Support Services for Other City Project Management Responsibilities	12 Months	w/Above
	Fees for Alternate One - Construction Services (w/o Reimbursable Expenses) (at City's Option)		105,753

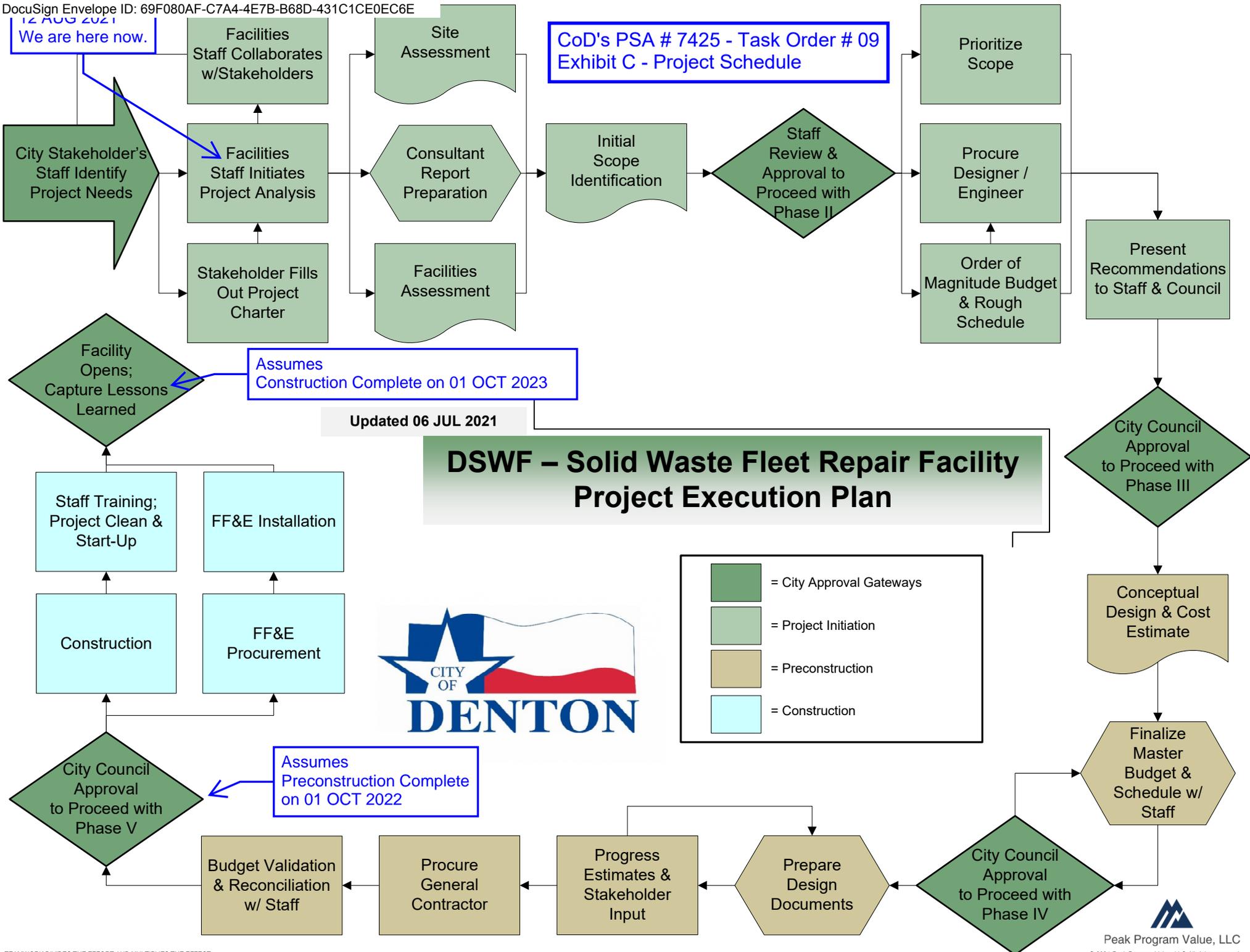
3.0	Summary of Fees & Expenses	
	<u>Basic Services - Preconstruction Only</u>	
3.1	One Time + Ongoing Preconstruction Services (Assumes 15 Months)	96,521
3.3	Reimbursable Expenses for Preconstruction Services (Billed at Actual Cost; 15 Months)	10,718
	Subtotal: Basic Services Only - Preconstruction	107,240
	<u>Basic Services - Construction Only</u>	
3.2	One Time + Ongoing Construction Services (Assumes 12 Months)	105,753
3.4	Reimbursable Expenses for Construction Services (Billed at Actual Cost; 12 Months)	8,575
	Subtotal: Add Alternate One - Construction Services	114,327

City & Consultant PSA 7425 - Task Order 09 - Exhibit B
Project Controls Scope of Services & Fees - Service Center Renovation

Service Item #	Description	Fees + Expenses
4.0	Task Order Clarifications & Exclusions	
4.1	Safety Plan and Logistics Coordination Are Solely the Responsibility of the Contractor	Excluded
4.2	Quality Management of Materials & Installation Are Solely the Responsibility of the Contractor	Excluded
4.3	Consultant Will Be Performing Onsite Observations, not Continuous or Exhaustive Inspections	Excluded
4.4	Consultant Will Not be Held Responsible for Contractor's or Vendor's Nonconforming Work	Excluded
4.5	Consultant is Not Responsible for Architect's or Contractor's Failure to Perform	Excluded
4.6	Fees for Architect's or Contractor's Failure to Perform, or Project Delays are Add Services	Excluded
4.7	Design, Procurement, and Delivery of Furnishings is by Others	Excluded
4.8	Design, Procurement, and Delivery of Security, Data, Telecom Equipment is by Others	Excluded
4.9	Services Not Checked in Sections Above (Even if Included In PSA Exhibit A) Are Excluded	Excluded

12 AUG 2021
We are here now.

CoD's PSA # 7425 - Task Order # 09
Exhibit C - Project Schedule



Assumes Construction Complete on 01 OCT 2023

Assumes Preconstruction Complete on 01 OCT 2022



Peak Program Value, LLC ▪ 4450 Arapahoe ▪ Suite 100 ▪ Boulder CO ▪ 80303 ▪ 303.503.1155

City & Consultant PSA 7425 - Task Order 10

**Project Controls + City Support Services – Denton’s Municipal Electric Campus Renovations
Consultant’s Project Scope; Services & Fees; and Project Schedule**

This Task Order # 10 provides the authorization to proceed with project controls and City support services, under the terms and conditions of Professional Services Agreement # 7425, and as defined in the following attachments:

- Attachment A – Project Scope
- Attachment B – Services and Fees
- Attachment C – Project Schedule

CITY OF DENTON, TEXAS
OWNER

SARA HENSLEY, INTERIM CITY MANAGER

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: _____

PEAK PROGRAM VALUE, LLC
“CONSULTANT”

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BY: Chris Squadra, Its: Partner



Peak Program Value, LLC

CoD's PSA # 7425 - Task Order # 10
Exhibit A - Project Scope

City of Denton's Municipal Electric Campus Renovation Project - DMER
Project Controls Kickoff Meeting Minutes 29 JUL 2021 @ 11:00 AM
Admin. Conference RM - DME Campus @ 1659 Spenser Road, Denton, TX
(Notes/Edits Added by PPV After Meeting for Task Order # 10 Project Scope Clarity)

I. Attendees

Marissa Barrett; Facilities Management
Naulty; Assistant Terry GM – Denton Municipal Electric
Chris Squadra; Project Controls Lead – PPV
Gaila Barnett; Sr. Project Manager - PPV

II. General Information

1. 10-Year Staffing Projection
2. New Service Center Near DEC W. Side of Town (2026-2028 Completion)
3. Growth will be SW of City
4. Hunter Cole Ranch is a 20 Year Buildout (2050)
5. 250,000 is Expected City of Denton Population in 2050. Current Population is 130,000

III. Project Overview

1. DME Campus

A. Administration & Energy Management Office (EMO)

- Admin. 15 people
- EMO Can't be shut down
- EMO operational back up site available @ Denton Electric Center (DEC)

B. Engineering & Systems Operation

- Newest Building
- Systems Operations Class IV Structure (Force 5 Tornado Proof)

C. Field Operations-Maintenance of Power Distribution

- 60 Lockers

D. Transmission Engineering Dept. (TED)

- IT & Safety
- Prefab Building
- Equipment Storage

IV. Budget:

1. \$750,000 - \$1M
2. Additional funding can be obtained

V. Schedule:

29 JUL 2021 Kick Off Meeting

Note Added for TO # 10: Reasonable Preconstruction Completion Target: 01 MAY 2022

Phase 1:

Completion Target ~~01 JUN 2022~~

Note Added for TO # 10: Reasonable Construction Completion Target: 01 DEC 2022

- ✓ Phase 1.A Move Energy Management Office (EMO) Out of Admin Building (7 FTEs; 24 Hour EMO Staff to DEC; Balance to Their Home Offices)
- ✓ Phase 1.B Renovate Existing EMO Space for Admin Staff (13 FTEs)
- ✓ Phase 1.C Move Admin Staff (Temporarily) to Newly Renovated, Existing EMO Space
- ✓ Phase 1.D Renovate Existing, Vacated Admin Space for Engineering Team
- ✓ Phase 1.E Move Engineering Team to Newly Renovated, Existing Admin Space
- ✓ Phase 1.F Move Admin Staff to Engineering Building (No Renovation Required)
- ✓ Phase 1.F Move EMO to Permanent EMO (Old Temp Admin) Renovated Space'

Phase 2:

Completion Target 01 JUN 2023

Renovation of North ¼ of Field Operations Building

Phase 3:

Completion Target 01 JUN 2023

Renovation of Transmission Engineering Dept. (TED)

Phase 4: Not in PPV Scope of Work

Completion Target TBD by City

Equipment Storage

Phase 5: Not in PPV Scope of Work

Completion Target TBD by City

Warehouse Building

VI. Information Management

Not Discussed

VII. Communication Plan

Not Discussed

VIII. Next Steps

Service Item #	Description	Fees + Expenses		
1.0	Basic Services - Preconstruction	Included (If Checked)		
1.A	Goal-setting, Scheduling & Information Management	w/Fees Below		
1.0	Project Goals & Implementation Planning	✓		
2.0	Public Private Partnership Ideas	Not Applicable		
3.0	Communication & Information Management Plan	✓		
4.0	Conceptual Master Project Schedule	✓		
5.0	Conceptual Construction Phasing Plan	✓		
6.0	Detailed Master Project Schedule	✓		
1.B	Cost Management	w/Fees Below		
1.0	Programmatic Construction Cost Estimate – One Scheme	Not Applicable		
2.0	Programmatic Construction Cost Estimate – Additional Schemes (Each)	Not Applicable		
3.0	Owner's Development Budget Validation	✓		
4.0	Conceptual Design Construction Cost Estimate – One Scheme	✓		
5.0	Conceptual Design Construction Cost Estimate – Additional Schemes (Each)	✓		
6.0	Cash Flow Prediction	✓		
7.0	50% Schematic Design Construction Cost Estimate (Assumes Single Scheme)	✓		
8.0	100% Schematic Design Construction Cost Estimate (Assumes Single Scheme)	✓		
9.0	Validation of GC's Initial Construction Cost Estimate	✓		
10.0	50% Design Development Construction Cost Estimate (Assumes Single Scheme)	✓		
11.0	GC's Estimate Validation at 100% Design Development	✓		
12.0	Validation of the GC's Proposed Final Guaranteed Maximum Price (GMP)	✓		
13.0	Value Engineering, Life Cycle Cost Analysis and Evaluation of New Alternatives	✓		
14.0	Coordination of Furnishings, Fixtures & Equipment (FF&E), IT, AV and Security Budgets	✓		
1.C	Best Value Procurement Processes	One Time Tasks - Preconstruction (1.A, 1.B & 1.C)		41,755
1.0	"Owner-friendly" Design Team Selection Strategies	✓		
2.0	Design Team Selection Assistance	✓		
3.0	"Owner-friendly" Contracting Team Selection Strategies	✓		
4.0	Contracting Team Selection Assistance	✓		
5.0	Contractor/Sub Prequals, Solicitation, Bid Analysis & Award Recommendation Validation	✓		
1.D	Ongoing Preconstruction Services - 01 SEP 2021 to 01 OCT 2022	8 Months	4,556 per Month	36,448
1.0	Interactive Work Sessions and Meetings Required for Basic Preconstruction Services	✓		
	Services Duration = Current Project Contract Schedule; Extensions Calc'd at Monthly Rate			
Total Fees for Basic Services - Preconstruction (w/o Reimbursable Expenses)				78,203

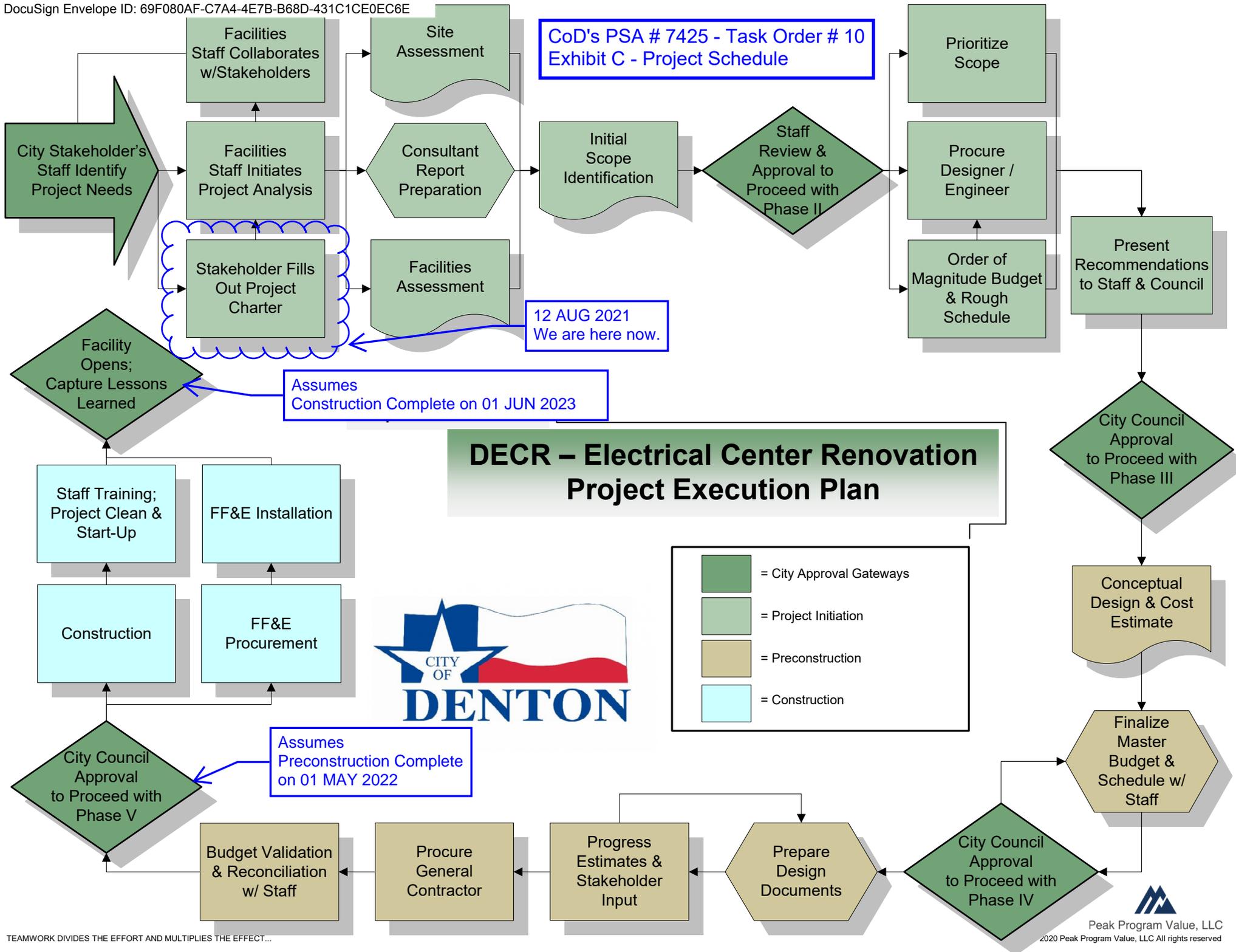
2.0	Alternate 01- Construction Services (at the Option of the City)	Included (If Checked)	
2.A	One Time Tasks - Set Up Project Controls & Information Management Systems		Concurrent w/2.B Below
1.0	Cost Management Options Review	Completed	
2.0	Schedule Management Options Review	Completed	
3.0	Information Management Options Review	Completed	
4.0	Set Up the Chosen Systems, Processes & Tools for Tracking:	✓	
.1	Budgets Against Commitments	✓	
.2	Proposed Change Orders	✓	
.3	Pending Commitments	✓	
.4	GC, Design Team, and Consultant Contract Changes	✓	
.5	Contingency Use Log(s)	✓	
.6	Commitments vs. Budget	✓	
.7	Payments vs. Commitments	✓	

Service Item #	Description	Fees + Expenses		
5.0	Set Up Buyout Savings Tracking Process with GC			✓
6.0	Set Up the Allowances & Furnishings/Equipment Budget Tracking System			✓
7.0	Review Project Controls Systems with Team			✓
8.0	Project Controls Systems Training for Architect & Owner Team			✓
	Subtotal: One Time Tasks - Set Up Project Controls & Information Management Systems			4,515
2.B	Ongoing Project Control Services - Cost, Schedule & Information Management			
1.0	Ongoing Cost Management			✓
2.0	Ongoing Schedule Management			✓
3.0	Ongoing Information Management			✓
4.0	Meetings During Construction:			
.1	Project Executive		Monthly	
.2	Senior Project Manager		N/A	
.3	Project Manager		4X per Month	
.4	Assistant PM		N/A	
5.0	Review Project Status & Interview Team Members			✓
6.0	Read Weekly Meeting Minutes & Status Logs			✓
7.0	Reporting to Owner		4X per Month	
8.0	Review Applications for Payment Monthly:			✓
.1	Note Compliance with the Contract and Standards of the Industry			✓
.2	Compare Scheduled/Completed Work vs. Amount Billed			✓
.3	Review Appropriateness of Contingency Reallocations			✓
.4	Validate Proper Documentation of Expenditures			✓
.5	Track Use of Allowances			✓
.6	Track Invoices for Furnishings & Equipment			✓
.7	Confirm Buyout Savings Status			✓
9.0	Update Owner's Budget			✓
10.0	Maintain and Update Project Budget Tracking System			✓
11.0	Publish Monthly Reports wExecutive Summary + Detailed Findings			✓
12.0	Establish Schedule Tracking Procedures			✓
13.0	Validate GC's Proposed Change Requests (up to a Max of 5.0% of GC's Contract Amount) (5.0% CO Max is Calculated on Contract without City's Owner's Contingency Line Included) (Evaluating & Negotiating COs Above this 5.0% Amount Is An Additional Service)			✓
14.0	Validate Project Turnover, Start-up, Owner Move-in, and Closeout Procedures			✓
	Services Duration = Current Project Contract Schedule; Extensions Calc'd at Monthly Rate Below			
	Subtotal: Ongoing Project Control Services - Cost, Schedule & Information Management	25 Months	5,367 per Month	134,173
2.C	City Stakeholder Management	25 Months	1,443 /MO	36,076
1.0	Provide Direct Interface with End-users and Other Stakeholders as Required			✓
2.0	Maintain a Single Point of Project Contact for the City Team			✓
3.0	Provide Briefings of Officials, Council, Boards, Commissions, & Ad-hoc Committees			✓
4.0	Plan, Coordinate & Lead Project Update Meetings & Status Report Distribution for Above			✓
5.0	Provide a Public Communication Plan for Neighborhoods & Community-wide Citizens			✓
6.0	Assist Staff in Coordination of Ground-breaking, Announcements & Press Conferences			✓
7.0	Coordinate Design, Approval & Placement of Project Signage			✓
7.0	Serve as the City's Point of Contact during Construction			✓
8.0	Conduct Construction Update Meetings at Construction Sites			✓

Service Item #	Description		Fees + Expenses
2.D	Quality Management	25 Months	w/Above
1.0	Coordinate Project Close Out, including Obtaining Final As-Built Plans from Contractor		✓
2.0	Monitor Construction Progress		✓
3.0	Advise the City of Any Observations of Non-Conforming Work or Other Quality Concerns		✓
4.0	Manage the Geotechnical Investigations and Develop Contracts for Geotechnical Firms		✓
5.0	Review Results from Geotechnical Investigations		✓
6.0	Review Contractor's Quality Control Plan		✓
7.0	Provide Oversight of City's Quality Assurance Plan		✓
8.0	Review Submittals Prepared by the Contractor & Processed by the Design Team		✓
9.0	Coordinate City Staff Review of Submittals Where Required		✓
10.0	Coordinate City Vendors, to Include Security, Data, Telecom, & Move Management		✓
11.0	Coordinate Furnishings Installation (Furnishings Procurement by Others)		✓
12.0	Coordinate City's Architect's Site Visits & Facility's Punchlist Distribution/Tracking		✓
13.0	Monitor Contractor's Completion of Punchlist Items & Architect's Confirmation of Same		✓
14.0	Coordinate City's Commissioning Consultant's Site Visits & Review Reports		✓
15.0	Monitor Contractor's Compliance w/Commissioning Consultant's Findings & Final Cx Report		✓
16.0	Coordinate Turnover of Closeout Documentation & Project Information Management System		✓
17.0	Coordinate City's Architect's 11 Month Warranty Site Visit & Distribution Findings		✓
			✓
2.E	Support Services for Other City Project Management Responsibilities	25 Months	w/Above
1.0	Issue "Notices to Proceed" on Appropriate Phases		✓
2.0	Coordinate TAS Consultant's Site Visit(s) & Review TAS Consultant's Findings		✓
	Subtotal - Support Services for Other City Project Management Responsibilities	25 Months	w/Above
	Fees for Alternate One - Construction Services (w/o Reimbursable Expenses) (at City's Option)		174,764

3.0	Summary of Fees & Expenses	
	<u>Basic Services - Preconstruction Only</u>	
3.1	One Time + Ongoing Preconstruction Services (Assumes 8 Months)	78,203
3.3	Reimbursable Expenses for Preconstruction Services (Billed at Actual Cost; 8 Months)	5,716
	Subtotal: Basic Services Only - Preconstruction	83,920
	<u>Basic Services - Construction Only</u>	
3.2	One Time + Ongoing Construction Services (Assumes 25 Months)	174,764
3.4	Reimbursable Expenses for Construction Services (Billed at Actual Cost; 25 Months)	12,505
	Subtotal: Add Alternate One - Construction Services	187,269

Service Item #	Description	Fees + Expenses
4.0	Task Order Clarifications & Exclusions	
4.1	Safety Plan and Logistics Coordination Are Solely the Responsibility of the Contractor	Excluded
4.2	Quality Management of Materials & Installation Are Solely the Responsibility of the Contractor	Excluded
4.3	Consultant Will Be Performing Onsite Observations, not Continuous or Exhaustive Inspections	Excluded
4.4	Consultant Will Not be Held Responsible for Contractor's or Vendor's Nonconforming Work	Excluded
4.5	Consultant is Not Responsible for Architect's or Contractor's Failure to Perform	Excluded
4.6	Fees for Architect's or Contractor's Failure to Perform, or Project Delays are Add Services	Excluded
4.7	Design, Procurement, and Delivery of Furnishings is by Others	Excluded
4.8	Design, Procurement, and Delivery of Security, Data, Telecom Equipment is by Others	Excluded
4.9	Services Not Checked in Sections Above (Even if Included In PSA Exhibit A) Are Excluded	Excluded



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Christa Christian

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christa.christian@cityofdenton.com

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Senior Buyer

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City of Denton

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Lori Hewell



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lori.hewell@cityofdenton.com

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Purchasing Manager

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City of Denton

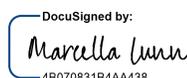
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Marcella Lunn



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marcella.lunn@cityofdenton.com

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Catherine Clifton, Interim City Attorney

Signed: 8/25/2021 1:38:38 PM

City of Denton

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(None)

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Chris Squadra



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csquadra@peakprogramvalue.com

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Security Level: Email, Account Authentication
(None)

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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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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:

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.

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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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ORDINANCE NO. 21-2170

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A SIXTH AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DENTON AND PEAK PROGRAM VALUE, LLC., AMENDING THE CONTRACT APPROVED BY CITY COUNCIL ON OCTOBER 13, 2020, IN THE NOT-TO-EXCEED AMOUNT OF \$696,074.00; AMENDED BY AMENDMENTS 1-5 APPROVED BY PURCHASING AND CITY COUNCIL; SAID SIXTH AMENDMENT TO PROVIDE PRECONSTRUCTION AND CONSTRUCTION MANAGEMENT SERVICES FOR FIRE STATION NUMBER 9; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 7425 – PROVIDING FOR AN ADDITIONAL SIXTH AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED \$216,769.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$1,998,785.00).

WHEREAS, on October 13, 2020, by Ordinance No. 20-1995, the City awarded a contract to Peak Program Value, LLC. in the amount of \$696,074.00 for program management services for the construction phase of the Public Safety Buildings (Police Headquarters, Police Substation, and Firing Range) and additional services for new or renovations of City buildings; and

WHEREAS, the additional fees under the proposed Sixth 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 Sixth Amendment, increasing the amount of the contract between the City and Peak Program Value, LLC., which is on file in the office of the Purchasing Agent, in the amount of Two Hundred Sixteen Thousand Seven Hundred Sixty-Nine and 00/100 (\$216,769.00) Dollars, is hereby approved, and the expenditure of funds therefor is hereby authorized in accordance with said amendment which shall be attached hereto. The total contract amount increases to \$1,998,785.00.

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

The motion to approve this ordinance was made by Alison Maguire and seconded by Brian Beck. This 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"/>
Vicki Byrd, District 1:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brian Beck, 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"/>
Alison Maguire, 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 19th day of October, 2021.



 GERARD HUDSPETH, MAYOR

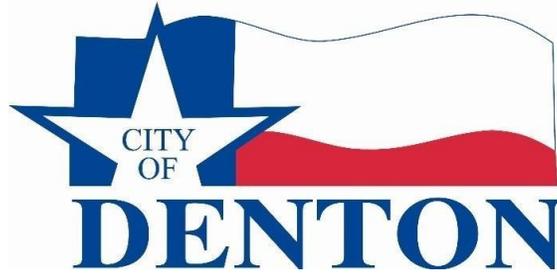
ATTEST:
 ROSA RIOS, CITY SECRETARY

BY:  _____



APPROVED AS TO LEGAL FORM:
 MACK REINWAND, CITY ATTORNEY

BY:  _____
Digitally signed by Marcella Lunn
 DN: cn=Marcella Lunn, o=City of Denton,
 email=marcella.lunn@cityofdenton.com, c=US
 Date: 2021.10.05 09:09:38 -0500



DocuSign City Council Transmittal Coversheet

PSA	7425
File Name	Program Mgmt. Svc., Amendment 6, TO 11
Purchasing Contact	Christa Christian
City Council Target Date	OCTOBER 19, 2021
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	21-2170

**SIXTH AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND PEAK PROGRAM VALUE, LLC.
PSA 7425**

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS SIXTH AMENDMENT TO CONTRACT 7425 (“Amendment”) by and between the City of Denton, Texas (“City”) and PEAK PROGRAM VALUE, LLC. (“Consultant”); to that certain contract executed on October 13, 2020, in the original not-to-exceed amount of \$696,074.00 (the “Original Agreement”); amended on February 8, 2021 in the additional amount of \$44,910.00 aggregating a not-to-exceed amount of \$740,984.00 (the “First Amendment”); amended on April 8, 2021 to include task order 3, project controls and City support for The Junction Project, in the additional amount of \$0 aggregating a not-to-exceed amount of \$740,984.00 (the “Second Amendment”); amended on June 15, 2021 to include task orders 4, 5 and 6, in the additional amount of \$463,985.00 aggregating a not-to- exceed amount of \$1,204,969.00 (the “Third Amendment”); amended on August 20, 2021 to include Task Order 5, Revision 1 and Task Order 7, in the additional amount of \$36,791.00 aggregating a not-to- exceed amount of \$1,241,760.00 (the “Fourth Amendment”); amended on September 14, 2021 to include Task Order’s 8, 9 and 10, in the additional amount of \$540,256.00 aggregating a not-to- exceed amount of \$1,782,016.00 (the “Fifth Amendment”) (collectively, the Original Agreement, the First Amendment, the Second Amendment, The Third Amendment, the Fourth Amendment and the Fifth Amendment are the “Agreement”) for services related to Program Management Services.

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 amount of \$216,769.00 with this Amendment, Task Order 11 for an aggregate not-to-exceed amount of \$1,998,785.00; and

FURTHERMORE, the City deems it necessary to further expand the 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 Program Management Services, 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", a total fee, including reimbursement for non-labor expenses an amount not to exceed \$216,769.00.

- 2. This Amendment modifies the Agreement amount to provide an additional \$216,769.00 for the additional services with a revised aggregate not to exceed total of \$1,998,785.00.

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 10/19/2021.

"Consultant"

PEAK PROGRAM VALUE, LLC..

"CITY"

By: DocuSigned by:
Chris Squadra
D9FFDCA63E20468...
Chris Squadra, Partner

CITY OF DENTON, TEXAS
A Texas Municipal Corporation
By: DocuSigned by:
Sara Hensley
5236DB296270423

ATTEST:
ROSA RIOS, CITY SECRETARY

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

By: DocuSigned by:
Rosa Rios
1C5CA8C5E175493...

DocuSigned by:
Scott Gray
A79499740F7443A... Scott Gray
SIGNATURE PRINTED NAME

AUTHORIZED SIGNATURE, TITLE
APPROVED AS TO LEGAL FORM:

By: DocuSigned by:
Marcella Lunn
4B070831B4AA438

Director - Airport & Facilities
TITLE
Facilities Management
DEPARTMENT

EXHIBIT A



Peak Program Value, LLC ▪ 4450 Arapahoe ▪ Suite 100 ▪ Boulder CO ▪ 80303 ▪ 303.503.1155

City & Consultant PSA 7425 - Task Order 11
Project Controls + City Support Services – Denton’s Fire Station # 09
Consultant’s Project Scope; Services & Fees; and Project Schedule

This Task Order # 11 provides the authorization to proceed with project controls and City support services, under the terms and conditions of Professional Services Agreement # 7425, and as defined in the following attachments:

- Attachment A – Project Scope
- Attachment B – Services and Fees
- Attachment C – Project Schedule

CITY OF DENTON, TEXAS
OWNER

DocuSigned by:

 5236DB298270423

 SARA HENSLEY, INTERIM CITY MANAGER

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: 
 1C5CA8C5E175493...

PEAK PROGRAM VALUE, LLC
“CONSULTANT”

DocuSigned by:

 D9FFDCA63E20468...

BY: Chris Squadra, Its: Partner

**City of Denton - Fire Station # 09
Project Charter**

Project Charter
Facilities Management Department
 Planning and Construction

The purpose of this Project Charter is to document initial information and establish processes to ensure that the Project Team works collaboratively and with well defined roles and responsibilities in order to deliver a quality project within scope, budget, and on schedule. The project information provided herein is high-level and used to initiate project planning only.

F. Related Subprojects (describe their relationship and impact on each other)

G. Attachments Checklist

Preliminary Budget Est.
Project Location Map

H. Approvals

	Name	Signature	Date
Client Contact			
FacMan Project Manager			
Facilities Management Department Manager			
DCM, ACM			

Service Item #	Description	Fees + Expenses		
1.0	Basic Services - Preconstruction	Included (If Checked)		
1.A	Goal-setting, Scheduling & Information Management	w/Fees Below		
1.0	Project Goals & Implementation Planning	✓		
2.0	Public Private Partnership Ideas	Not Applicable		
3.0	Communication & Information Management Plan	✓		
4.0	Conceptual Master Project Schedule	✓		
5.0	Conceptual Construction Phasing Plan	✓		
6.0	Detailed Master Project Schedule	✓		
1.B	Cost Management	w/Fees Below		
1.0	Programmatic Construction Cost Estimate – One Scheme	Not Applicable		
2.0	Programmatic Construction Cost Estimate – Additional Schemes (Each)	Not Applicable		
3.0	Owner's Development Budget Validation	✓		
4.0	Conceptual Design Construction Cost Estimate – One Scheme	✓		
5.0	Conceptual Design Construction Cost Estimate – Additional Schemes (Each)	✓		
6.0	Cash Flow Prediction	✓		
7.0	50% Schematic Design Construction Cost Estimate (Assumes Single Scheme)	✓		
8.0	100% Schematic Design Construction Cost Estimate (Assumes Single Scheme)	✓		
9.0	Validation of GC's Initial Construction Cost Estimate	✓		
10.0	50% Design Development Construction Cost Estimate (Assumes Single Scheme)	✓		
11.0	GC's Estimate Validation at 100% Design Development	✓		
12.0	Validation of the GC's Proposed Final Guaranteed Maximum Price (GMP)	✓		
13.0	Value Engineering, Life Cycle Cost Analysis and Evaluation of New Alternatives	✓		
14.0	Coordination of Furnishings, Fixtures & Equipment (FF&E), IT, AV and Security Budgets	✓		
1.C	Best Value Procurement Processes	One Time Tasks - Preconstruction (1.A, 1.B & 1.C)	41,755	
1.0	"Owner-friendly" Design Team Selection Strategies	✓		
2.0	Design Team Selection Assistance	✓		
3.0	"Owner-friendly" Contracting Team Selection Strategies	✓		
4.0	Contracting Team Selection Assistance	✓		
5.0	Contractor/Sub Prequals, Solicitation, Bid Analysis & Award Recommendation Validation	✓		
1.D	Ongoing Preconstruction Services - 01 SEP 2021 to 01 OCT 2022	17 Months	3,314 per Month	56,346
1.0	Interactive Work Sessions and Meetings Required for Basic Preconstruction Services	✓		
	Services Duration = Current Project Contract Schedule; Extensions Calc'd at Monthly Rate			
Total Fees for Basic Services - Preconstruction (w/o Reimbursable Expenses)				98,101

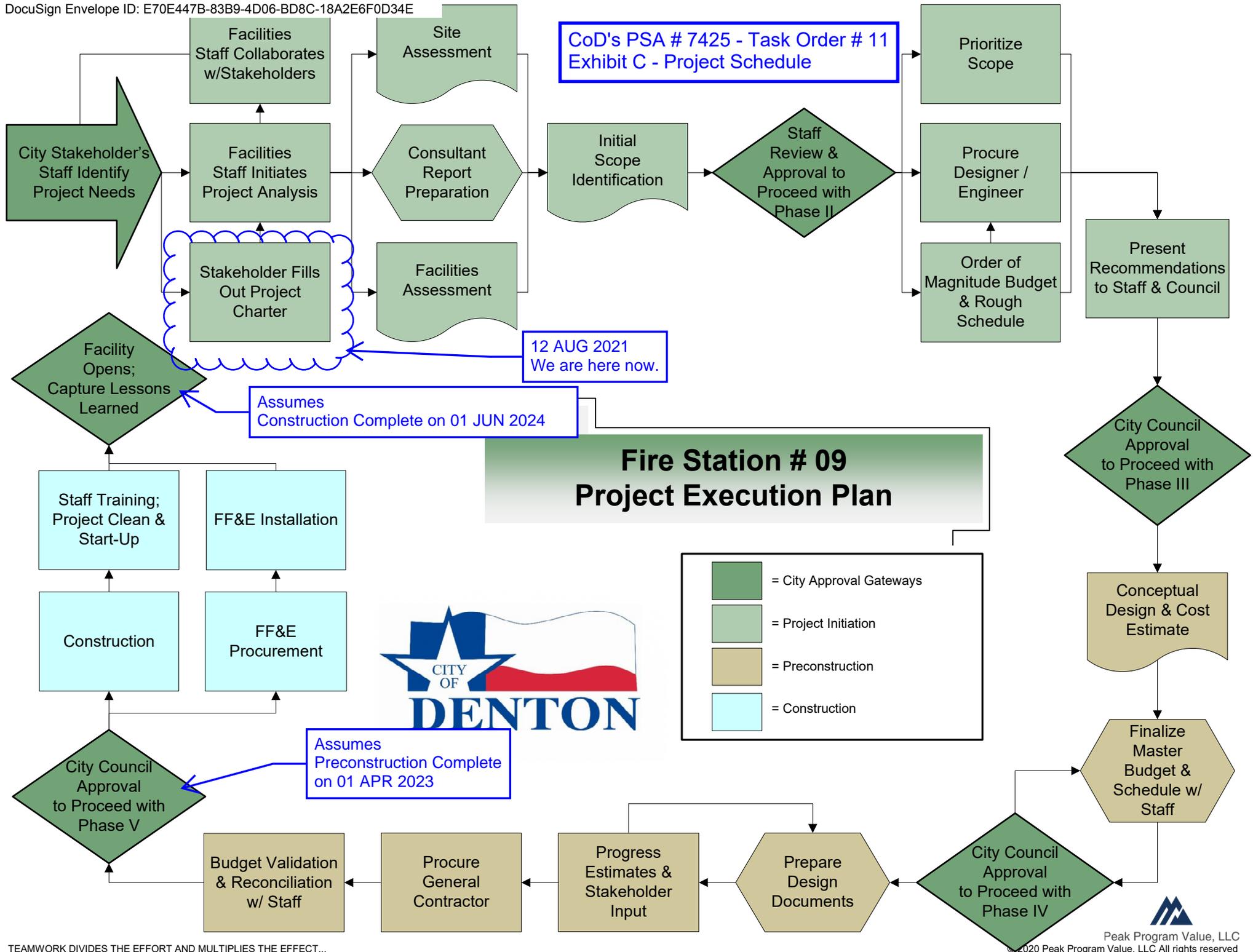
2.0	Alternate 01- Construction Services (at the Option of the City)	Included (If Checked)	
2.A	One Time Tasks - Set Up Project Controls & Information Management Systems		Concurrent w/2.B Below
1.0	Cost Management Options Review	Completed	
2.0	Schedule Management Options Review	Completed	
3.0	Information Management Options Review	Completed	
4.0	Set Up the Chosen Systems, Processes & Tools for Tracking:	✓	
.1	Budgets Against Commitments	✓	
.2	Proposed Change Orders	✓	
.3	Pending Commitments	✓	
.4	GC, Design Team, and Consultant Contract Changes	✓	
.5	Contingency Use Log(s)	✓	
.6	Commitments vs. Budget	✓	
.7	Payments vs. Commitments	✓	

Service Item #	Description	Fees + Expenses		
5.0	Set Up Buyout Savings Tracking Process with GC			✓
6.0	Set Up the Allowances & Furnishings/Equipment Budget Tracking System			✓
7.0	Review Project Controls Systems with Team			✓
8.0	Project Controls Systems Training for Architect & Owner Team			✓
	Subtotal: One Time Tasks - Set Up Project Controls & Information Management Systems			4,515
2.B	Ongoing Project Control Services - Cost, Schedule & Information Management			
1.0	Ongoing Cost Management			✓
2.0	Ongoing Schedule Management			✓
3.0	Ongoing Information Management			✓
4.0	Meetings During Construction:			
.1	Project Executive		Monthly	
.2	Senior Project Manager		N/A	
.3	Project Manager		4X per Month	
.4	Assistant PM		N/A	
5.0	Review Project Status & Interview Team Members			✓
6.0	Read Weekly Meeting Minutes & Status Logs			✓
7.0	Reporting to Owner		4X per Month	
8.0	Review Applications for Payment Monthly:			✓
.1	Note Compliance with the Contract and Standards of the Industry			✓
.2	Compare Scheduled/Completed Work vs. Amount Billed			✓
.3	Review Appropriateness of Contingency Reallocations			✓
.4	Validate Proper Documentation of Expenditures			✓
.5	Track Use of Allowances			✓
.6	Track Invoices for Furnishings & Equipment			✓
.7	Confirm Buyout Savings Status			✓
9.0	Update Owner's Budget			✓
10.0	Maintain and Update Project Budget Tracking System			✓
11.0	Publish Monthly Reports wExecutive Summary + Detailed Findings			✓
12.0	Establish Schedule Tracking Procedures			✓
13.0	Validate GC's Proposed Change Requests (up to a Max of 5.0% of GC's Contract Amount) (5.0% CO Max is Calculated on Contract without City's Owner's Contingency Line Included) (Evaluating & Negotiating COs Above this 5.0% Amount Is An Additional Service)			✓
14.0	Validate Project Turnover, Start-up, Owner Move-in, and Closeout Procedures			✓
	Services Duration = Current Project Contract Schedule; Extensions Calc'd at Monthly Rate Below			
	Subtotal: Ongoing Project Control Services - Cost, Schedule & Information Management	14 Months	5,349 per Month	74,887
2.C	City Stakeholder Management	14 Months	1,437 /MO	20,116
1.0	Provide Direct Interface with End-users and Other Stakeholders as Required			✓
2.0	Maintain a Single Point of Project Contact for the City Team			✓
3.0	Provide Briefings of Officials, Council, Boards, Commissions, & Ad-hoc Committees			✓
4.0	Plan, Coordinate & Lead Project Update Meetings & Status Report Distribution for Above			✓
5.0	Provide a Public Communication Plan for Neighborhoods & Communitywide Citizens			✓
6.0	Assist Staff in Coordination of Ground-breaking, Announcements & Press Conferences			✓
7.0	Coordinate Design, Approval & Placement of Project Signage			✓
7.0	Serve as the City's Point of Contact during Construction			✓
8.0	Conduct Construction Update Meetings at Construction Sites			✓

Service Item #	Description		Fees + Expenses
2.D	Quality Management	14 Months	w/Above
1.0	Coordinate Project Close Out, including Obtaining Final As-Built Plans from Contractor		✓
2.0	Monitor Construction Progress		✓
3.0	Advise the City of Any Observations of Non-Conforming Work or Other Quality Concerns		✓
4.0	Manage the Geotechnical Investigations and Develop Contracts for Geotechnical Firms		✓
5.0	Review Results from Geotechnical Investigations		✓
6.0	Review Contractor's Quality Control Plan		✓
7.0	Provide Oversight of City's Quality Assurance Plan		✓
8.0	Review Submittals Prepared by the Contractor & Processed by the Design Team		✓
9.0	Coordinate City Staff Review of Submittals Where Required		✓
10.0	Coordinate City Vendors, to Include Security, Data, Telecom, & Move Management		✓
11.0	Coordinate Furnishings Installation (Furnishings Procurement by Others)		✓
12.0	Coordinate City's Architect's Site Visits & Facility's Punchlist Distribution/Tracking		✓
13.0	Monitor Contractor's Completion of Punchlist Items & Architect's Confirmation of Same		✓
14.0	Coordinate City's Commissioning Consultant's Site Visits & Review Reports		✓
15.0	Monitor Contractor's Compliance w/Commissioning Consultant's Findings & Final Cx Report		✓
16.0	Coordinate Turnover of Closeout Documentation & Project Information Management System		✓
17.0	Coordinate City's Architect's 11 Month Warranty Site Visit & Distribution Findings		✓
			✓
2.E	Support Services for Other City Project Management Responsibilities	14 Months	w/Above
1.0	Issue "Notices to Proceed" on Appropriate Phases		✓
2.0	Coordinate TAS Consultant's Site Visit(s) & Review TAS Consultant's Findings		✓
	Subtotal - Support Services for Other City Project Management Responsibilities	14 Months	w/Above
	Fees for Alternate One - Construction Services (w/o Reimbursable Expenses) (at City's Option)		99,518

3.0	Summary of Fees & Expenses	
	<u>Basic Services - Preconstruction Only</u>	
3.1	One Time + Ongoing Preconstruction Services (Assumes 8 Months)	98,101
3.3	Reimbursable Expenses for Preconstruction Services (Billed at Actual Cost; 8 Months)	12,148
	Subtotal: Basic Services Only - Preconstruction	110,248
	<u>Basic Services - Construction Only</u>	
3.2	One Time + Ongoing Construction Services (Assumes 25 Months)	99,518
3.4	Reimbursable Expenses for Construction Services (Billed at Actual Cost; 25 Months)	7,003
	Subtotal: Add Alternate One - Construction Services	106,521

Service Item #	Description	Fees + Expenses
4.0	Task Order Clarifications & Exclusions	
4.1	Safety Plan and Logistics Coordination Are Solely the Responsibility of the Contractor	Excluded
4.2	Quality Management of Materials & Installation Are Solely the Responsibility of the Contractor	Excluded
4.3	Consultant Will Be Performing Onsite Observations, not Continuous or Exhaustive Inspections	Excluded
4.4	Consultant Will Not be Held Responsible for Contractor's or Vendor's Nonconforming Work	Excluded
4.5	Consultant is Not Responsible for Architect's or Contractor's Failure to Perform	Excluded
4.6	Fees for for Architect's or Contractor's Failure to Perform, or Project Delays are Add Services	Excluded
4.7	Design, Procurement, and Delivery of Furnishings is by Others	Excluded
4.8	Design, Procurement, and Delivery of Security, Data, Telecom Equipment is by Others	Excluded
4.9	Services Not Checked in Sections Above (Even if Included In PSA Exhibit A) Are Excluded	Excluded



Certificate Of Completion

Envelope Id: E70E447B83B94D06BD8C18A2E6F0D34E	Status: Completed
Subject: Please DocuSign: City Council Contract 7425 - Amendment 6, Task Order 11	
Source Envelope:	
Document Pages: 11	Signatures: 8
Certificate Pages: 6	Initials: 1
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Christa Christian
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	Christa.Christian@cityofdenton.com
	IP Address: 198.49.140.104

Record Tracking

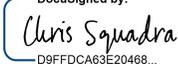
Status: Original	Holder: Christa Christian	Location: DocuSign
9/28/2021 1:10:02 PM	Christa.Christian@cityofdenton.com	

Signer Events

Signer Events	Signature	Timestamp
Christa Christian christa.christian@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None)	Completed Using IP Address: 198.49.140.104	Sent: 9/28/2021 1:21:29 PM Viewed: 9/28/2021 1:21:40 PM Signed: 9/28/2021 1:22:23 PM
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: 9/28/2021 1:22:26 PM Viewed: 9/28/2021 1:23:50 PM Signed: 9/28/2021 1:24:08 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Marcella Lunn marcella.lunn@cityofdenton.com Catherine Clifton, Interim City Attorney City of Denton Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 68.185.202.16	Sent: 9/28/2021 1:24:10 PM Viewed: 9/28/2021 1:32:32 PM Signed: 9/28/2021 1:48:45 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Chris Squadra csquadra@peakprogramvalue.com Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 174.197.65.227	Sent: 9/28/2021 1:48:49 PM Viewed: 9/29/2021 8:52:15 AM Signed: 9/29/2021 8:53:13 AM
Electronic Record and Signature Disclosure: Accepted: 9/29/2021 8:52:15 AM ID: 93686598-8176-4d92-ad92-54ad0448f8be		

Signer Events	Signature	Timestamp
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Scott Gray
 scott.gray@cityofdenton.com
 Director - Airport & Facilities
 x
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 47.38.255.16

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 Signed: 9/29/2021 8:54:19 AM

Electronic Record and Signature Disclosure:
 Accepted: 9/29/2021 8:53:54 AM
 ID: 24796a52-5454-4ea2-b5de-768d1d9b209e

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

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 Viewed: 10/20/2021 8:05:27 AM
 Signed: 10/20/2021 8:05:43 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Sara Hensley
 sara.hensley@cityofdenton.com
 Interim City Manager
 City of Denton
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 5236DB296270423...
 Signature Adoption: Pre-selected Style
 Using IP Address: 47.184.119.76
 Signed using mobile

Sent: 10/20/2021 8:05:47 AM
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 Signed: 10/20/2021 8:17:42 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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

DocuSigned by:

 1C5CA8C5E175493...
 Signature Adoption: Pre-selected Style
 Using IP Address: 198.49.140.10

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 Signed: 10/20/2021 10:05:59 AM

Electronic Record and Signature Disclosure:
 Accepted: 10/20/2021 10:02:53 AM
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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: 9/28/2021 1:22:26 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 9/29/2021 8:54:22 AM Viewed: 9/30/2021 8:18:18 AM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 10/20/2021 10:06:02 AM
Marissa Barrett marissa.barrett@cityofdenton.com Management Analyst City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 10/20/2021 10:06:02 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/28/2021 1:21:29 PM
Certified Delivered	Security Checked	10/20/2021 10:02:53 AM
Signing Complete	Security Checked	10/20/2021 10:05:59 AM
Completed	Security Checked	10/20/2021 10:06:02 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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.

**SEVENTH AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND PEAK PROGRAM VALUE, LLC.
PSA 7425**

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS SGXGP VJ AMENDMENT TO CONTRACT 7425 (“Amendment”) by and between the City of Denton, Texas (“City”) and PEAK PROGRAM VALUE, LLC. (“Consultant”); to that certain contract executed on October 13, 2020, in the original not-to-exceed amount of \$696,074.00 (the “Original Agreement”); amended on February 8, 2021 in the additional amount of \$44,910.00 aggregating a not-to-exceed amount of \$740,984.00 (the “First Amendment”); amended on April 8, 2021 to include task order 3, project controls and City support for The Junction Project, in the additional amount of \$0 aggregating a not-to-exceed amount of \$740,984.00 (the “Second Amendment”); amended on June 15, 2021 to include task orders 4, 5 and 6, in the additional amount of \$463,985.00 aggregating a not-to- exceed amount of \$1,204,969.00 (the “Third Amendment”); amended on August 20, 2021 to include Task Order 5, Revision 1 and Task Order 7, in the additional amount of \$36,791.00 aggregating a not-to- exceed amount of \$1,241,760.00 (the “Fourth Amendment”); amended on September 14, 2021 to include Task Order’s 8, 9 and 10, in the additional amount of \$540,256.00 aggregating a not-to- exceed amount of \$1,782,016.00 (the “Fifth Amendment”) amended on September 14, 2021 to include Task Order 11, in the additional amount of \$216,769.00 aggregating a not-to- exceed amount of \$1,998,785.00 (the “Sixth Amendment”) (collectively, the Original Agreement, the First Amendment, the Second Amendment, The Third Amendment, the Fourth Amendment, Fifth Amendment and the Sixth Amendment are the “Agreement”) for services related to Program Management Services.

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 amount of \$31,755.00 with this Amendment, Task Order’s 12 and 13 for an aggregate not-to-exceed amount of \$2,030,540.00; and

FURTHERMORE, the City deems it necessary to further expand the 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 Program Management Services, 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", a total fee, including reimbursement for non-labor expenses an amount not to exceed \$31,755.00.
2. This Amendment modifies the Agreement amount to provide an additional \$31,755.00 for the additional services with a revised aggregate not to exceed total of \$2,030,540.00.

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 12/27/2021.

"Consultant"

PEAK PROGRAM VALUE, LLC..

By: DocuSigned by:
Chris Squadra
D9FFDCA63E20468...

Chris Squadra, Partner

"CITY"

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: DocuSigned by:
Christa Christian
6A8263DE08F4429...
Christa Christian, CPPB

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

DocuSigned by:
Scott Gray
A79499140F7443A... Scott Gray
SIGNATURE PRINTED NAME

Director - Airport & Facilities
TITLE
Facilities Management
DEPARTMENT



Peak Program Value, LLC ▪ 4450 Arapahoe ▪ Suite 100 ▪ Boulder CO ▪ 80303 ▪ 303.503.1155

To Whom It May Concern:

December 17, 2021

Peak Program Value, LLC (Consultant) appreciates the opportunity to provide value to the City of Denton (City) for upcoming projects, and working with the Facilities Department to support the City's stakeholders.

Based on the scope outlined in discussions with the City team, PPV has prepared a proposal for the services we believe will meet the City's requirements, and will help with decision-making on future projects.

A. The Project

This Task Order # 12 is to provide project controls services to the City for its Facilities Condition Assessment.

B. Basic Services

PPV will provide the following services as the City may request:

1. "Owner-friendly" Consultant Team Selection Process

Review the various processes available for selecting the consultant for the Facilities Condition Assessment (FCA). Identify, present and discuss the risks and benefits of each method. Facilitate an interactive work session that results in a consultant team procurement method being selected. Support the City staff during the procurement process; analyze the proposals received; attend interviews, and assist with the scope and contract negotiations with the selected firm.

2. Owner's Facilities Maintenance Budget Validation

Validate construction cost estimates for each building system in each building prepared by others from a FCA (also prepared by others). The buildings' construction cost estimates are assumed to be separated into Phase One and Phase Two groupings per the attached lists (See Exhibit A).

Discuss and correct significant variations in the City's FCA consultant's costs from historic data, and probable component and system requirements, given the FCA's known parameters and City's requirements.

Confirm the integration of these multiple direct cost estimates with their appropriate budgets for design, engineering, materials testing, escalation, permits, tap fees, and contingency. Review with the project team, edit and re-submit until approved.

Work with the City to confirm the City's FCA consultant is following standards of the industry for preparing a ten (10) year facilities maintenance and capital replacement plan; including facilities first costs, preventative maintenance, system replacement, energy costs, and other life cycle budget items needed to predict the City's future facilities plan.

3. Conceptual Master Project Schedule

Meet with the team and facilitate a "scheduling charette" to understand the goals, major milestones and integration of design, entitlement, procurement, construction and beneficial occupancy milestones of the stakeholders. Expand the discussion to include other City activities (e.g. funding milestones, land acquisition, master site development, etc.) that may affect the project's schedule.

4. Conceptual Construction Phasing Plan

Prepare a construction phasing plan for the project, assuming a 10 year program prioritized per the FCA consultant's report.

5. Cash Flow Prediction

Load the budget into the schedule, showing the costs to be incurred by quarter throughout the project.

6. Performance Contracting & Other Public Private Partnership Ideas

Collaborate with the project team to identify potentially viable performance contracting and other public-private partnership ideas. Evaluate each for financial, legal and financial soundness; prepare pro formas for each; and present the results to the project team and other stakeholders. Assist with strategies for implementing the preferred public-private partnership alternative(s).

C. Value Added Service at the Option of the City**Owner's Facilities Maintenance Budget Creation**

In lieu of validating budgets created by others, the PPV team will prepare independent construction cost estimates for each building system in each building from a FCA prepared by others. The buildings' construction cost estimates are assumed to be separated into Phase One and Phase Two groupings per the attached lists (See Exhibit A).

Integrate these multiple direct cost estimates with their appropriate budgets for design, engineering, materials testing, escalation, permits, tap fees, and contingency. Review with the project team, edit and re-submit until approved.

Meet or exceed the standards of the industry for preparing a ten (10) year facilities maintenance and capital replacement plan; including facilities first costs, preventative maintenance, system replacement, energy costs, and other life cycle budget items needed to predict the City's future facilities plan.

Cost estimating for ADA upgrades, master site development component (e.g. site utilities, drainage structures, pedestrian paving, vehicular paving, site furnishings, etc.), as well as the budget for the building's furnishings, fixtures, and equipment (FF&E) costs are outside the scope of this proposal.

D. Compensation

Basic Services	\$12,310
Value Added Option – Independent Owner's Facilities Maintenance Budget Creation	\$34,605

E. Schedule

The schedule for each assignment will be as mutually agreed by the City and Consultant in writing in advance of commencement of work.



Peak Program Value, LLC ▪ 4450 Arapahoe ▪ Suite 100 ▪ Boulder CO ▪ 80303 ▪ 303.503.1155

To Whom It May Concern:

December 17, 2021

Peak Program Value, LLC (Consultant) appreciates the opportunity to provide value to the City of Denton (City) for upcoming projects, and working with the Facilities Department to support the City's stakeholders.

Based on the scope outlined in discussions with the City team, PPV has prepared a proposal for the services we believe will meet the City's requirements, and will help with decision-making on future projects.

A. The Project

This Task Order # 13 is to provide project controls services to the City for its Citywide Masterplan.

B. Basic Services

PPV will provide the following services as the City may request:

1. "Owner-friendly" Consultant Team Selection Process

Review the various processes available for selecting the consultant for the Citywide Masterplan (CMP). Identify, present and discuss the risks and benefits of each method. Facilitate an interactive work session that results in a consultant team procurement method being selected. Support the City staff during the procurement process; analyze the proposals received; attend interviews, and assist with the scope and contract negotiations with the selected firm.

2. Owner's Facilities Maintenance Budget Validation

Validate construction cost estimates for each new building prepared by others from a CMP (also prepared by others).

Discuss and correct significant variations in the City's CMP consultant's costs from historic data, and probable actual costs at construction, given the CMP's known parameters and City's requirements.

Confirm the integration of these multiple building cost estimates with their appropriate budgets for design, engineering, materials testing, escalation, permits, tap fees, and contingency. Review with the project team, edit and re-submit until approved.

3. Conceptual Master Project Schedule

Meet with the team and facilitate a "scheduling charette" to understand the goals, major milestones and integration of design, entitlement, procurement, construction and beneficial occupancy milestones of the stakeholders. Expand the discussion to include other City activities (e.g. funding milestones, land acquisition, master site development, etc.) that may affect the project's schedule.

4. Conceptual Construction Phasing Plan

Prepare three (3) construction phasing plan options for the project, assuming different site ownership and property acquisition options. Show the impact on the project occupancy in above Conceptual Master Project Schedule for the three different acquisition options, and lead a discussion on each.

5. Cash Flow Prediction

Load the budget into the schedule, showing the costs to be incurred by quarter throughout the project.

C. Value Added Service at the Option of the City**Owner's Masterplan Capital Budget Creation**

In lieu of validating budgets created by others, the PPV team will prepare independent construction cost estimates for each building in the CMP prepared by others.

Integrate these multiple building cost estimates with their appropriate budgets for design, engineering, materials testing, escalation, permits, tap fees, and contingency. Review with the project team, edit and re-submit until approved.

Cost estimating for ADA upgrades, master site development component (e.g. site utilities, drainage structures, pedestrian paving, vehicular paving, site furnishings, etc.), as well as the budget for the building's furnishings, fixtures, and equipment (FF&E) costs are outside the scope of this proposal.

D. Compensation

Basic Services	\$19,445
Value Added Option – Independent Owner's Masterplan Capital Budget Creation	\$22,110

E. Schedule

The schedule for each assignment will be as mutually agreed by the City and Consultant in writing in advance of commencement of work.

Certificate Of Completion

Envelope Id: 7B16117E50EC46438BBE2B07F6D2D9F8	Status: Completed
Subject: Please DocuSign: 7425, Amendment 7	
Source Envelope:	
Document Pages: 6	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Christa Christian
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	Christa.Christian@cityofdenton.com
	IP Address: 198.49.140.104

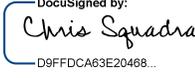
Record Tracking

Status: Original	Holder: Christa Christian	Location: DocuSign
12/22/2021 10:38:52 AM	Christa.Christian@cityofdenton.com	

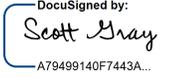
Signer Events

Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Chris Squadra csquadra@peakprogramvalue.com Security Level: Email, Account Authentication (None)	<p>DocuSigned by:  D9FFDCA63E20468...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 174.197.72.36</p>	<p>Sent: 12/22/2021 10:45:58 AM Viewed: 12/22/2021 2:29:57 PM Signed: 12/22/2021 2:31:44 PM</p>
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Accepted: 12/22/2021 2:29:57 PM
ID: c36fa98a-f839-48e6-b5f3-701ffea4343d

Scott Gray scott.gray@cityofdenton.com Director - Airport & Facilities x Security Level: Email, Account Authentication (None)	<p>DocuSigned by:  A79499140F7443A...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 47.38.255.16 Signed using mobile</p>	<p>Sent: 12/22/2021 2:31:46 PM Viewed: 12/22/2021 3:06:49 PM Signed: 12/22/2021 3:07:16 PM</p>
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Electronic Record and Signature Disclosure:
Accepted: 12/22/2021 3:06:49 PM
ID: 1d2097ef-7490-4186-bdff-591215ed0917

Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None)	<p>Completed</p> <p>Using IP Address: 198.49.140.104</p>	<p>Sent: 12/22/2021 3:07:17 PM Viewed: 12/27/2021 8:48:22 AM Signed: 12/27/2021 8:48:24 AM</p>
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

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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Marissa Barrett marissa.barrett@cityofdenton.com Management Analyst City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 12/27/2021 8:48:25 AM
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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	12/27/2021 8:48:22 AM
Signing Complete	Security Checked	12/27/2021 8:48:24 AM
Completed	Security Checked	12/27/2021 8:48:25 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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.

ORDINANCE NO. 22-1687

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF AN EIGHTH AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DENTON AND PEAK PROGRAM VALUE, LLC., AMENDING THE CONTRACT APPROVED BY CITY COUNCIL ON OCTOBER 13, 2020, IN THE NOT-TO-EXCEED AMOUNT OF \$696,074.00; AMENDED BY AMENDMENTS 1-7 APPROVED BY PURCHASING AND CITY COUNCIL; SAID EIGHTH AMENDMENT FOR ADDITIONAL PROGRAM MANAGEMENT SERVICES FOR THE CONSTRUCTION PHASE OF THE PUBLIC SAFETY BUILDINGS (POLICE HEADQUARTERS, POLICE SUBSTATION, AND FIRING RANGE); PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 7425 – PROVIDING FOR AN ADDITIONAL EIGHTH AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED \$423,320.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$2,453,860.00).

WHEREAS, on October 13, 2020, by Ordinance No. 20-1995, the City awarded a contract to Peak Program Value, LLC., in the amount of \$696,074.00, for program management services for the construction phase of the Public Safety Buildings (Police Headquarters, Police Substation, and Firing Range) and additional services for new or renovations of City buildings; and

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

WHEREAS, the additional fees under the proposed Eighth 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 Eighth Amendment, increasing the amount of the contract between the City and Peak Program Value, LLC., which is on file in the office of the Purchasing Agent, in the amount of Four Hundred Twenty-Three Thousand Three Hundred Twenty and 00/100 (\$423,320.00) dollars, is hereby approved, and the expenditure of funds therefor is hereby authorized in accordance with said amendment which shall be attached hereto. The total contract amount increases to \$2,453,860.00.

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

The motion to approve this ordinance was made by Jesse Davis and seconded by Brian Beck. This 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"/>
Vicki Byrd, District 1:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brian Beck, 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"/>
Alison Maguire, District 4:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brandon Chase McGee, At Large Place 5:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Watts, At Large Place 6:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PASSED AND APPROVED this the 16th day of August, 2022.



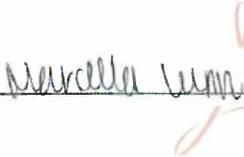
 GERARD HUDSPETH, MAYOR

ATTEST:
 ROSA RIOS, CITY SECRETARY

BY: 



APPROVED AS TO LEGAL FORM:
 MACK REINWAND, CITY ATTORNEY

BY: 

 Digitally signed by Marcella Lunn
 DN: cn=Marcella Lunn, o, ou=City
 of Denton,
 email=marcella.lunn@cityofdenton.com, c=US
 Date: 2022.08.10 09:49:51 -05'00'

**EIGHTH AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND PEAK PROGRAM VALUE, LLC.
PSA 7425**

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS EIGHTH AMENDMENT TO CONTRACT 7425 (“Amendment”) by and between the City of Denton, Texas (“City”) and PEAK PROGRAM VALUE, LLC. (“Consultant”); to that certain contract executed on October 13, 2020, in the original not-to-exceed amount of \$696,074.00 (the “Original Agreement”); amended on February 8, 2021 in the additional amount of \$44,910.00 aggregating a not-to-exceed amount of \$740,984.00 (the “First Amendment”); amended on April 8, 2021 to include task order 3, project controls and City support for The Junction Project, in the additional amount of \$0 aggregating a not-to-exceed amount of \$740,984.00 (the “Second Amendment”); amended on June 15, 2021 to include task orders 4, 5 and 6, in the additional amount of \$463,985.00 aggregating a not-to- exceed amount of \$1,204,969.00 (the “Third Amendment”); amended on August 20, 2021 to include Task Order 5, Revision 1 and Task Order 7, in the additional amount of \$36,791.00 aggregating a not-to- exceed amount of \$1,241,760.00 (the “Fourth Amendment”); amended on September 14, 2021 to include Task Order’s 8, 9 and 10, in the additional amount of \$540,256.00 aggregating a not-to- exceed amount of \$1,782,016.00 (the “Fifth Amendment”) amended on October 19, 2021 to include Task Order 11, in the additional amount of \$216,769.00 aggregating a not-to- exceed amount of \$1,998,785.00 (the “Sixth Amendment”) amended on December 27, 2021 to include Task Orders 12 and 13, in the additional amount of \$31,755.00 aggregating a not-to- exceed amount of \$2,030,540.00 (the “Seventh Amendment”) (collectively, the Original Agreement, the First Amendment, the Second Amendment, The Third Amendment, the Fourth Amendment, Fifth Amendment, Sixth Amendment, and the Seventh Amendment are the “Agreement”) for services related to Program Management Services.

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 amount of \$423,320.00 with this Amendment, for an aggregate not-to-exceed amount of \$2,453,860.00; and

FURTHERMORE, the City deems it necessary to further expand the 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:

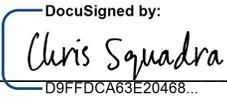
1. The additional services described in Exhibit "A" of this Amendment, attached hereto and incorporated herein for all purposes, for professional services related to the Program Management Services, are hereby authorized to be performed by Consultant. For and in consideration of the additional services to be performed by Consultant, the City agrees to pay, based on the cost estimate detail attached as Exhibit "A", a total fee, including reimbursement for non-labor expenses an amount not to exceed \$423,320.00.
2. This Amendment modifies the Agreement amount to provide an additional \$423,320.00 for the additional services with a revised aggregate not to exceed total of \$2,453,860.00.

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 _____.

"Consultant"

PEAK PROGRAM VALUE, LLC.

By:  _____
D9FFDCA63E20468...

Chris Squadra, Partner

ATTEST:
 ROSA RIOS, CITY SECRETARY

By: _____

AUTHORIZED SIGNATURE, TITLE
 APPROVED AS TO LEGAL FORM:

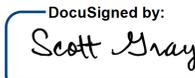
By:  _____
4B070831B4AA438...
MACK REINWAND

"CITY"

CITY OF DENTON, TEXAS
 A Texas Municipal Corporation

By: _____
 Sara Hensley, City Manager

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

 _____
A79499140E7443A
SIGNATURE **Scott Gray**
 PRINTED NAME

Director - Airport & Facilities

 TITLE

Facilities Management

 DEPARTMENT



EXHIBIT A

Peak Program Value, LLC 4450 Arapahoe ▪ Suite 100 ▪ Boulder CO ▪ 80303 ▪ 303.503.1155

Date: May 9, 2022 Additional Services Authorization # 01 REV 01.00
 Client: City of Denton, TX Contract #: 7425 Task 01.A +
 Project: DSPB - Denton Public Safety Bond Projects Order #: 01.B
 Increased Project Duration & Changes Due to Unforeseen Conditions City's Purchase Order #: 196083

Description	Original Contract	Requested Additional Services	Proposed Contract
DSPB - Denton Public Safety Bond Projects			
<u>Preconstruction</u>	w/Separate Contract		
<u>Task Order 1.A - Construction - Cost, Schedule & Info Management</u>			
Set Up Project Controls & Info Management Systems	18,760.00		18,760.00
Ongoing Project Controls Services (15 JAN 2021 > 14 MAY 2022 = 16 Months @ 29,678/MO)	474,848.00		474,848.00
Ongoing Project Controls Services (15 MAY 2022 > 14 MAR 2023 = 10 Months @ 29,678/MO)		296,780.00	296,780.00
<u>Task Order 1.B - Construction - Stakeholder & Quality Management</u>			
Ongoing Stakeholder Management Services (15 JAN 2021 > 14 MAY 2022 = 16 Months @ 1,865/MO)	29,840.00		29,840.00
Ongoing Stakeholder Management Services (15 MAY 2022 > 14 MAR 2023 = 10 Months @ 1,865/MO)		18,650.00	18,650.00
Ongoing Quality Management Services (15 JAN 2021 > 14 MAY 2022 = 16 Months @ 8,410/MO)	134,560.00		134,560.00
Ongoing Quality Management Services (15 MAY 2022 > 14 MAR 2023 = 10 Months @ 8,410/MO)		84,100.00	84,100.00
Subtotal - TO 1.A + 1.B + Additional Services	658,008.00	399,530.00	1,057,538.00
Reimbursable Expenses - Task Order #01.A	22,866.00		22,866.00
Reimbursable Expenses - Task Order #01.B	15,200.00		15,200.00
Reimbursable Expenses - Added Duration		23,790.00	23,790.00
Total Contract Value	696,074.00	423,320.00	1,119,394.00

For questions about this Additional Services Authorization, please contact Chris Squadra at csquadra@peakprogramvalue.com or 303.503.1155.



AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> Denton Police Headquarters Renovation and New Substation Denton, Texas	CONTRACT INFORMATION: Contract For: General Construction Date:	CHANGE ORDER INFORMATION: Change Order Number: 002 Date: March 9, 2022
OWNER: <i>(Name and address)</i> City of Denton 215 East McKinney Street Denton, TX 76201	ARCHITECT: <i>(Name and address)</i> Brandstetter Carroll Inc. 2360 Chauvin Drive Lexington, KY 40517	CONTRACTOR: <i>(Name and address)</i> Byrne Construction Services 551 E. Berry Street Fort Worth, Texas 76130

THE CONTRACT IS CHANGED AS FOLLOWS:

See new Exhibit B - Construction Manager's Project Schedule attached, which supersedes previous editions of this Exhibit, including but not limited to Exhibit Y.1.B provided in the GMP Amendment.

The original Contract Sum was	\$ 46,039,401.00
The net change by previously authorized Change Orders	\$ 6,000,000.00
The Contract Sum prior to this Change Order was	\$ 52,039,401.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 52,039,401.00

The Contract Time will be increased by one hundred and eighty-eight (188) days.

The new date of Substantial Completion will be September 26, 2022.

The new Substantial Completion date above defines the Contract Time per the terms of this Agreement. In addition, the new Exhibit B attached provides interim completion dates of April 26, 2022 for the Substation; and June 10, 2022 for the Firing Range.

The Owner and Contractor agree that, while the Agreement has only one Substantial Completion date, the April 26, 2022 date for the Substation, and June 10, 2022 date for the Firing Range are recognized as Contractual Milestones as referenced in Sections 3.10.9 and 8.5 of the A201 General Conditions for the Contract for Construction.

The Owner and Contractor likewise agree, however, that the April 26, 2022 Substation and June 10, 2022 Firing Range Contractual Milestones are not subject to Liquidated Damages in Section 8.6 of the A201 General Conditions for the Contract for Construction. For clarity, the Owner and Contractor agree these Liquidated Damages only apply to the Substantial Completion date.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Brandstetter Carroll Inc.

ARCHITECT *(Firm name)*

SIGNATURE

Benjamin E. Brandstetter, President

PRINTED NAME AND TITLE

3/11/22

DATE

Thos. S. Byrne, Inc.

CONTRACTOR *(Firm name)*

SIGNATURE

Martin Lehman, President, North Texas

PRINTED NAME AND TITLE

03/11/2022

DATE

City of Denton
869 S. Woodrow Lane
Denton, Texas

OWNER *(Firm name)*

SIGNATURE

Procurement, Lori Howell

PRINTED NAME AND TITLE

3/15/2022

DATE

City of Denton

OWNER *(Firm name)*

SIGNATURE

Scott Gray, Director Airport, Capital Planning & Facilities

PRINTED NAME AND TITLE

3/15/2022

DATE

A133 Owner-Contractor Agreement

Summary of Delay Impacts

&

Calendar Days Requested

(prepared for Change Order # 02)



Unforeseeable and Other Schedule Impacts Summary

PC No. 130.00

The baseline contract schedule was prepared using the City's direction that PD staff would be completely moved out of the existing HQ building prior to NTP, and renovation work could be sequenced using the entire area noted on the drawings (A thru E). This is reflected in the original Exhibit B - Construction Manager's Project Schedule.

At NTP, the City informed Byrne that an external temporary location was not available and that the existing PSAP was to remain fully operational until the new PSAP in Area C went live. These conditions created resequencing of the project schedule and phased construction which resulted in a new Substantial Completion date of 16 JUN 2022.

A summary of all activity delays added to the schedule , and credit for concurrent delays is listed below.

The Executive Schedule Summaries are also attached from the time they started being distributed on 17 AUG 2021.

Schedule Impacts Summary

73	Weather Days	(See attached weather summary & notification detail)
766	PD HQ Unforeseeable & Other Impacts	(See Itemized Delay Logs for both PD HQ and SS/FR;
374	SS & FR Unforeseeable & Other Impacts	as well as Executive Schedule Summaries)
(1,025)	Credit for Concurrent Delays	(See Detailed Schedule for concurrency graphics)
188	Total Net Calendar Days of Delay Requested in Change Order # 02	



WEEKLY SCHEDULE EXECUTIVE SUMMARY

Schedule Update Overview

Project: Denton Public Safety Buildings

Meeting Date: 04/18/22

Recipients:

David Ziebarth

Paul Austin

PPV 06 MAY:

In today's schedule update meeting today, BCS is showing this Substantial Completion date as 11 NOV 2022.

PPV disagrees with the rationale in the narrative below, but agrees the 11 NOV 2022 is correct.

Notes on Contract and Project Completion

Activity ID	Milestone Name	Previous Update's Date	Current Update's Date
A1003	Headquarters Renovation Substantial Completion	10/13/2022	11/04/2022
DISP-1025	Buildout Complete - @ Dispatch	04/08/2022	04/26/2022
A1004	Substation Substantial Completion	05/20/2022	05/27/2022
A1005	Firing Range Substantial Completion	06/10/2022	06/10/2022
A1023	Project Final Completion	11/23/2022	12/15/2022

Notes on Previous Weeks Progress:

The Overall Project Completion is projecting a finish date of December 15, 2022.

The overall project completion **lost 16 days** projected progress from its end date since the previous update due to a mutual agreement to push the Go Live date for Area C – New PSAP Addition to May 2nd, 2022, and partly due to the addition of PR 90 for a TV Bump Out Removal. This in turn pushes out Make-Safe Demo and the start of Overhead MEP for Phase 3. The Longest Path of the project is currently beginning in Phase 1 (Area C – New PSAP Addition) – New PSAP Addition with PR 90 – TV Bump Out Removal and Demo Wall for TV Bump Out, followed by subsequent Interior and Closeout activities. The Critical Path then goes through the rest of PSAP, Phase 3 (Area half of E), and lastly Finals and Closeout.

Notes on Potential Problems and Conflicts (critical impacts, RFI's, Changes, etc.):

Critical Path Activities of the project include:

- Headquarters:
 - Phase 1 (Area C – New PSAP Addition): Activities beginning with PR 90 – TV Bump Out Removal and Demo Wall for TV Bump Out.
 - Phase 3 (Area half of E): Activities beginning with Overhead MEP Rough-ins



WEEKLY SCHEDULE EXECUTIVE SUMMARY

- Final Inspection Activities
- Punchlist and Close-Out Activities

- Substation:
 - Interior Finishes Activities: With DME Set Electrical Meter
 - Final Inspections Activities
 - Punchlist and Close-Out Activities

- Firing Range:
 - Interior Finishes Activities: With Close Walls
 - Final Inspections Activities
 - Punchlist & Close-Out Activities

Additional:

- Substation Critical Path Lost 5 days progress since the previous update due to Permanent Power being delayed due to the electrical meter having to be set.
- Firing Range Critical Path Maintained progress since the previous update.
- PR12.4 Locker Procurement @ Area C was added to the schedule to track the delivery of Lockers.
- Logic Changes:
 - Please see the end of month schedule update for a full list of logic changes.

Certificate Of Completion

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Source Envelope:	
Document Pages: 10	Signatures: 3
Certificate Pages: 6	Initials: 1
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Christa Christian
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	Christa.Christian@cityofdenton.com
	IP Address: 198.49.140.104

Record Tracking

Status: Original	Holder: Christa Christian	Location: DocuSign
8/9/2022 5:02:50 PM	Christa.Christian@cityofdenton.com	

Signer Events

Signer Events	Signature	Timestamp
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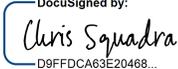
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Not Offered via DocuSign

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: 8/9/2022 5:05:21 PM Viewed: 8/9/2022 5:06:26 PM Signed: 8/9/2022 5:06:55 PM
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Marcella Lunn marcella.lunn@cityofdenton.com Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 107.115.171.11 Signed using mobile	Sent: 8/9/2022 5:06:57 PM Viewed: 8/9/2022 5:07:19 PM Signed: 8/9/2022 5:07:31 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Chris Squadra csquadra@peakprogramvalue.com Chris Squadra, Peak Program Value, LLC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 71.40.31.167	Sent: 8/9/2022 5:07:33 PM Viewed: 8/9/2022 7:44:12 PM Signed: 8/9/2022 7:45:04 PM
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Signer Events

Scott Gray
 scott.gray@cityofdenton.com
 Director - Airport & Facilities

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 Security Level: Email, Account Authentication
 (None)

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Cheyenne Defee
 cheyenne.defee@cityofdenton.com
 Procurement Administration Supervisor

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

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

Rosa Rios
 rosa.rios@cityofdenton.com
 Security Level: Email, Account Authentication
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 Signed using mobile

Timestamp

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Cheyenne Defee
 cheyenne.defee@cityofdenton.com
 Procurement Administration Supervisor
 City of Denton

Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

COPIED

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 Viewed: 8/9/2022 6:37:04 PM

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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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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Withdrawing your consent

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

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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.

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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.

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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.