

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A NINTH 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 1-8 APPROVED BY PURCHASING AND CITY COUNCIL; SAID NINTH 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 (RFQ 7425 – PROVIDING FOR AN ADDITIONAL NINTH AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED \$317,490.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$2,771,350.00).

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 Ninth 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 Ninth 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 Three Hundred Seventeen Thousand Four Hundred Ninety and 00/100 (\$317,490.00) 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 \$2,771,350.00.

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

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

	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Jesse Davis, District 3:	_____	_____	_____	_____
VACANT, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Chris Watts, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

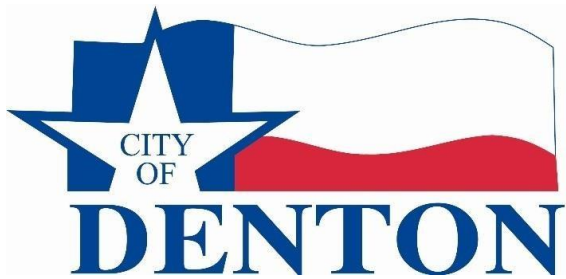
\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

ATTEST:  
JESUS SALAZAR, INTERIM CITY SECRETARY

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

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn  
Digitally signed by Marcella Lunn  
DN: cn=Marcella Lunn, o, ou=City  
of Denton,  
email=marcella.lunn@cityofdenton.com, c=US  
Date: 2023.04.12 09:43:04 -05'00'



Docusign City Council Transmittal Coversheet

RFP	7425
File Name	Program Management Services
Purchasing Contact	Gabby Leeper
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	



good and valuable considerations, do hereby AGREE to the following Amendment, which amends the following terms and conditions of the said Agreement, to wit:

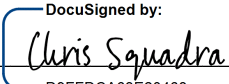
1. The additional services described in Exhibit "A" of this Amendment, attached hereto and incorporated herein for all purposes, for professional services related to the Program Management Services, are hereby authorized to be performed by Consultant. For and in consideration of the additional services 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 \$317,490.00.
2. This Amendment modifies the Agreement amount to provide an additional \$317,490.00 for the additional services with a revised aggregate not to exceed total of \$2,771,350.00.

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:

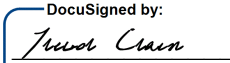
By:  \_\_\_\_\_  
MACK REINWAND

"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.

 \_\_\_\_\_  
Trevor Crain  
PRINTED NAME

Director of Capital Projects  
TITLE  
Engineering / Capital Projects  
DEPARTMENT



## Exhibit A

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

Date: March 14, 2023

Additional Services Authorization # 02 REV 04.00  
(REV 01 = 28 DEC 2022; REV 02 = 28 JAN 2023;  
REV 03 = 10 MAR)

Client: City of Denton, TX

Contract #: 7425

Project: DSPB - Denton Public Safety Bond Projects

Original Task 01.A +  
Order # 01.B

Increased Project Duration Due to Unforeseen Conditions &amp; Project Team Changes

City's Purchase Order # : 196083

Description	Original Contract	Approved Additional Services #1	Current Contract	Requested Additional Services #2	Proposed Contract
<b>DSPB - Denton Public Safety Bond Projects</b>	DSPB - Denton Public Safety Bond Projects				
<u>Preconstruction</u>	w/Separate Contract				
<u>Task Order 1.A - Construction - Cost, Schedule &amp; Info Management</u>					
Set Up Project Controls & Info Mangement Systems	18,760.00		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		474,848.00
Amendment #01 - Ongoing Project Controls Services (15 MAY 2022 > 14 MAR 2023 = 10 Months @ 29,678/MO)		296,780.00	296,780.00		296,780.00
Amendment #02 - Ongoing Project Controls Services (15 MAR 2023 > 12 OCT 2023 = 6.9 Months @ 29,678/MO)				204,778.20	204,778.20
<u>Task Order 1.B - Construction - Stakeholder &amp; Quality Management</u>					
Ongoing Stakeholder Management Services (15 JAN 2021 > 14 MAY 2022 = 16 Months @ 1,865/MO)	29,840.00		29,840.00		29,840.00
Amendment #01 - Ongoing Stakeholder Management Services (15 MAY 2022 > 14 MAR 2023 = 10 Months @ 1,865/MO)		18,650.00	18,650.00		18,650.00
Amendment #02 - Ongoing Stakeholder Management Services (15 MAR 2023 > 12 OCT 2023 = 6.9 Months @ 1,865/MO)				12,868.50	12,868.50
Ongoing Quality Management Services (15 JAN 2021 > 14 MAY 2022 = 16 Months @ 8,410/MO)	134,560.00		134,560.00		134,560.00
Amendment #01 - Ongoing Quality Management Services (15 MAY 2022 > 14 MAR 2023 = 10 Months @ 8,410/MO)		84,100.00	84,100.00		84,100.00
Amendment #01 - Ongoing Quality Management Services (15 MAR 2023 > 12 OCT 2023 = 6.9 Months @ 8,410/MO)				58,029.00	58,029.00
<b>Subtotal - TO 1.A + 1.B + Additional Services 1 +2</b>	<b>658,008.00</b>	<b>399,530.00</b>	<b>1,057,538.00</b>	<b>275,675.70</b>	<b>1,333,213.70</b>
Reimbursable Expenses - Task Order #01.A	22,866.00		22,866.00		22,866.00
Reimbursable Expenses - Task Order #01.B	15,200.00		15,200.00		15,200.00
Reimbursable Expenses - Added Duration (Amdmt #1)		23,790.00	23,790.00		23,790.00
Reimbursable Expenses - Added Duration (Amdmt #2)				16,415.10	16,415.10
<b>Total Contract Value</b>	<b>696,074.00</b>	<b>423,320.00</b>	<b>1,119,394.00</b>	<b>292,090.80</b>	<b>1,411,484.80</b>



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

Date: March 14, 2023

Additional Services Authorization # 02 REV 04.00  
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Client: City of Denton, TX

Contract #: 7425

Original Task 01.A +  
Order # 01.B

Project: DSPB - Denton Public Safety Bond Projects

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City's Purchase Order # : 196083

### Contract Amendment to the Consultant's Scope of Services

The City and Consultant agree the Scope of Services for Task Orders 01.A + 01.B have been amended as follows:

1. The Consultant has provided (and will continue to provide) evaluation & negotiation services for the CMAR's additional cost requests in excess of the 5.0% maximum specified in Section 1.B.13.

These services have been and will be provided at no charge to the City from 15 JAN 2021 to 12 OCT 2023, to the extent the Additional Services herein are billed to and approved by the City.

2. The City recognizes these evaluation & negotiation services have delivered good value to the City. Necessarily these services were (and will continue to be) provided by the Consultant in lieu other services originally shown in Task Orders 1.A + 1.B.

For questions about this Additional Services Authorization, please contact Chris Squadra at [csquadra@peakprogramvalue.com](mailto:csquadra@peakprogramvalue.com) or 303.503.1155.

**Certificate Of Completion**

Envelope Id: 179161CCEA404D0A916E5055C706D62E

Status: Sent

Subject: Please DocuSign: City Council Contract 7425 Program Management Services Amendment 9

Source Envelope:

Document Pages: 5

Signatures: 3

Envelope Originator:

Certificate Pages: 6

Initials: 1

Gabby Leeper

AutoNav: Enabled

901B Texas Street

Envelope Stamping: Enabled

Denton, TX 76209

Time Zone: (UTC-06:00) Central Time (US &amp; Canada)

Gabby.Leeper@cityofdenton.com

IP Address: 198.49.140.104

**Record Tracking**

Status: Original

Holder: Gabby Leeper

Location: DocuSign

3/20/2023 3:01:17 PM

Gabby.Leeper@cityofdenton.com

**Signer Events****Signature****Timestamp**

Gabby Leeper

**Completed**

Sent: 3/23/2023 10:33:15 AM

gabby.leeper@cityofdenton.com

Viewed: 3/23/2023 10:33:37 AM

Buyer

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City of Denton

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Lori Hewell



Sent: 3/23/2023 10:35:45 AM

lori.hewell@cityofdenton.com

Viewed: 3/23/2023 8:55:00 PM

Purchasing Manager

Signed: 3/23/2023 8:55:44 PM

City of Denton

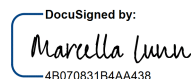
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Marcella Lunn



Sent: 3/23/2023 8:55:46 PM

marcella.lunn@cityofdenton.com

Viewed: 3/24/2023 9:24:43 AM

Mack Reinwand City Attorney

Signed: 3/24/2023 9:25:30 AM

City of Denton

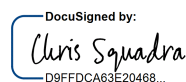
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Chris Squadra



Sent: 3/24/2023 9:25:32 AM

csquadra@peakprogramvalue.com

Viewed: 3/24/2023 10:05:23 AM

Chris Squadra, Peak Program Value, LLC

Signed: 3/24/2023 10:05:51 AM

Security Level: Email, Account Authentication (None)

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Signer Events	Signature	Timestamp
<p>Trevor Crain</p> <p>trevor.crain@cityofdenton.com</p> <p>Director of Capital Projects</p> <p>City of Denton</p> <p>Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:</p>  <p>7B46EEAB11BC4F2...</p> <p>Signature Adoption: Pre-selected Style</p> <p>Using IP Address: 198.49.140.10</p>	<p>Sent: 3/24/2023 10:05:53 AM</p> <p>Viewed: 3/24/2023 10:35:04 AM</p> <p>Signed: 3/24/2023 10:35:56 AM</p>

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Cheyenne Defee

cheyenne.defee@cityofdenton.com

Procurement Administration Supervisor

City of Denton

Security Level: Email, Account Authentication (None)

Sent: 3/24/2023 10:35:59 AM

**Electronic Record and Signature Disclosure:**  
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Sara Hensley

sara.hensley@cityofdenton.com

Security Level: Email, Account Authentication (None)

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

Rosa Rios

rosa.rios@cityofdenton.com

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
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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

Cheyenne Defee

cheyenne.defee@cityofdenton.com

Procurement Administration Supervisor

City of Denton

Security Level: Email, Account Authentication (None)

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Carbon Copy Events	Status	Timestamp
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign  City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign  Hailey Payne Hailey.Payne@cityofdenton.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div>COPIED</div>	Sent: 3/24/2023 10:35:59 AM Viewed: 3/24/2023 11:20:15 AM

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/23/2023 10:33:15 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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### **Consequences of changing your mind**

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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](mailto: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](mailto: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](mailto:purchasing@cityofdenton.com) and in the body of such request you must state your e-mail, full name, US 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"><li>•Allow per session cookies</li><li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul>

\*\* 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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- 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.