

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 [___ - ___]:

	Aye	Nay	Abstain	Absent
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.

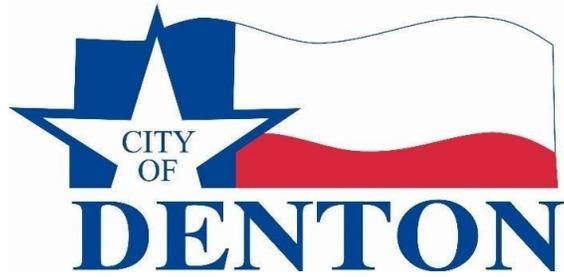
GERARD HUDSPETH, MAYOR

ATTEST:
JESUS SALAZAR, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: 
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	

**NINETH 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 NINETH 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”); amended on August 16, 2022 to include Task Order 1, in the additional amount of \$423,320 aggregating a not-to-exceed \$2,453,860.00 (the “Eighth Amendment”)(collectively, the Original Agreement, the First Amendment, the Second Amendment, The Third Amendment, the Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, and the Eighth 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 \$317,490.00 with this Amendment, for an aggregate not-to-exceed amount of \$2,771,350; 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 \$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..

"CITY"

By:  _____
D9FFDCA63E20468...
 Chris Squadra, Partner

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: _____
 Sara Hensley, City Manager

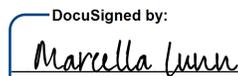
ATTEST:
ROSA RIOS, CITY SECRETARY

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

By: _____

AUTHORIZED SIGNATURE, TITLE
APPROVED AS TO LEGAL FORM:

 _____
78102EAB14804F2...
 SIGNATURE Trevor Crain
 PRINTED NAME

By:  _____
17A7031E4034B9
 MARCELLA LUNN

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

Original Task 01.A +
Order # 01.B

Project: DSPB - Denton Public Safety Bond Projects

Increased Project Duration Due to Unforeseen Conditions & Project Team Changes

City's Purchase Order #: 196083

Description	Original Contract	Approved Additional Services #1	Current Contract	Requested Additional Services #2	Proposed Contract
DSPB - Denton Public Safety Bond Projects	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 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 & 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
Subtotal - TO 1.A + 1.B + Additional Services 1 +2	658,008.00	399,530.00	1,057,538.00	275,675.70	1,333,213.70
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
Total Contract Value	696,074.00	423,320.00	1,119,394.00	292,090.80	1,411,484.80



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 & Project Team Changes

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 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
Certificate Pages: 6	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Gabby Leeper
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	Gabby.Leeper@cityofdenton.com
	IP Address: 198.49.140.104

Record Tracking

Status: Original	Holder: Gabby Leeper	Location: DocuSign
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Signer Events

Signer Events	Signature	Timestamp
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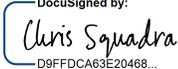
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Not Offered via DocuSign

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: 70.179.111.106	Sent: 3/23/2023 10:35:45 AM Viewed: 3/23/2023 8:55:00 PM Signed: 3/23/2023 8:55:44 PM
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Marcella Lunn marcella.lunn@cityofdenton.com Mack Reinwand City Attorney City of Denton Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 3/23/2023 8:55:46 PM Viewed: 3/24/2023 9:24:43 AM Signed: 3/24/2023 9:25:30 AM
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Electronic Record and Signature Disclosure:
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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: 71.229.204.176	Sent: 3/24/2023 9:25:32 AM Viewed: 3/24/2023 10:05:23 AM Signed: 3/24/2023 10:05:51 AM
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Signer Events	Signature	Timestamp
<p>Trevor Crain trevor.crain@cityofdenton.com Director of Capital Projects City of Denton Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:  7B46EEAB11BC4F2...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10</p>	<p>Sent: 3/24/2023 10:05:53 AM Viewed: 3/24/2023 10:35:04 AM Signed: 3/24/2023 10:35:56 AM</p>

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<p>Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)</p>	<p>Sent: 3/24/2023 10:35:59 AM</p>
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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
(None)

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>Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 3/23/2023 10:35:45 AM</p>
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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)

COPIED

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

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Hailey Payne
 Hailey.Payne@cityofdenton.com
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

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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.

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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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- 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:

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.