

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DENTON AND HALFF ASSOCIATES, INC., AMENDING THE CONTRACT APPROVED BY THE CITY COUNCIL ON NOVEMBER 15, 2022, IN THE NOT-TO-EXCEED AMOUNT OF \$1,144,280.00; SAID FIRST AMENDMENT TO PROVIDE ADDITIONAL ENGINEERING AND DESIGN SERVICES FOR A CONDITIONAL LETTER OF MAP REVISION AND A LETTER OF MAP REVISION IN RELATION TO THE WESTGATE DRIVE RECONSTRUCTION PROJECT FOR THE CAPITAL PROJECTS DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7599-011 – PROVIDING FOR AN ADDITIONAL FIRST AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED \$62,000.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$1,206,280.00).

WHEREAS, on November 15, 2022, City Council awarded a contract to Halff Associates, Inc. in the amount of \$1,144,280.00, for the design of the Westgate Drive Reconstruction Project for the Capital Improvements Department; and

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

WHEREAS, the additional fees under the proposed First Amendment are fair and reasonable and are consistent with, and not higher than, the recommended practices and fees applicable to the Provider's profession, and such fees do not exceed the maximum provided by law; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The First Amendment, increasing the amount of the contract between the City and Halff Associates, Inc., which is on file in the office of the Purchasing Agent, in the amount of Sixty-Two Thousand and 0/100 (\$62,000.00) Dollars, is hereby approved, and the expenditure of funds therefor is hereby authorized in accordance with said amendment which shall be effective upon the execution of the amendment attached hereto. The total contract amount increases to \$1,206,280.00.

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:	_____	_____	_____	_____
Paul Meltzer, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Chris Watts, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2024.

GERARD HUDSPETH, MAYOR

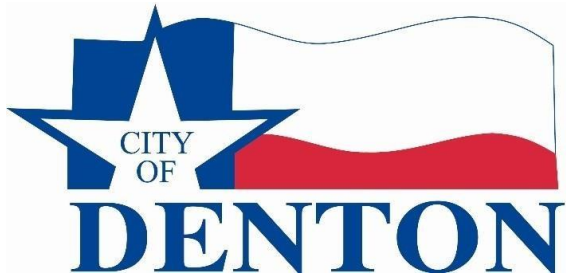
ATTEST:
JESUS SALAZAR, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

 Digitally signed by Marcella Lunn
 DN: dc=com, dc=cityofdenton,
 dc=codad, ou=Department Users
 and Groups, ou=General
 Government, ou=Legal,
 cn=Marcella Lunn,
 email=Marcella.Lunn@cityofdent
 on.com
 Date: 2024.02.23 14:29:52 -06'00'



Docusign City Council Transmittal Coversheet

PSA	7599-011
File Name	Westgate Dr. Reconstruction Design Amendment 1
Purchasing Contact	Erica Garcia
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

**FIRST AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND HALFF ASSOCIATES, INC.
PSA 7599-011**

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS FIRST AMENDMENT TO CONTRACT 7599-011 (“Amendment”) by and between the City of Denton, Texas (“City”) and Halff Associates, Inc. (“Engineer”); to that certain contract executed on November 15, 2022, in the original not-to-exceed amount of \$1,144,280 (the “Agreement”); for services related to Westgate Drive Reconstruction Project.

WHEREAS, the City deems it necessary to further expand the services provided by Engineer to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount of \$62,000 with this Amendment for an aggregate not-to-exceed amount of \$1,206,280; and

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

NOW THEREFORE, the City and Engineer (hereafter collectively referred to as the “Parties”), in consideration of their mutual promises and covenants, as well as for other good and valuable considerations, do hereby AGREE to the following Amendment, which amends the following terms and conditions of the said Agreement, to wit:

1. The additional services described in Exhibit “A” of this Amendment, attached hereto and incorporated herein for all purposes, for professional services related to the Westgate Drive Reconstruction Project, are hereby authorized to be performed by Engineer. For and in consideration of the additional services to be performed by Engineer, the City agrees to pay, based on the cost estimate detail attached as Exhibit “A”, a total fee, including reimbursement for non-labor expenses an amount not to exceed \$62,000.
2. This Amendment modifies the Agreement amount to provide an additional \$62,000 for the additional services with a revised aggregate not to exceed total of \$1,206,280.

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

IN WITNESS WHEREOF, the City and the Engineer, have each executed this Amendment electronically, by and through their respective duly authorized representatives and officers on this date _____.

BY:
CITY OF DENTON, TEXAS

Sara Hensley, City Manager

BY:
ENGINEER
HALFF ASSOCIATES, INC.

Benjamin McGahey

Benjamin McGahey

Date: _____

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

David Chan, PMP

Signature

Director of Capital Projects

Title

Capital projects

Department

Date Signed: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

Marcella Lunn

By: _____

ATTEST:
JESUS SALAZAR, CITY SECRETARY
By: _____

**EXHIBIT A
AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT**

ADDITIONAL SERVICES

**FEMA CLOMR and LOMR Amendment to
Westgate Drive Reconstruction Project
FILE 7599-011**

As per the meeting had on October 24, 2023, with City of Denton staff, this amendment is to add FEMA Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR) services to the original contract File 7599-011, which was executed on November 15, 2022. The scope for the CLOMR and LOMR is stated below:

I. FEMA Conditional Letter of Map Revision (CLOMR)

The Engineer shall develop a FEMA CLOMR based on the results of the Westgate Drive Floodplain Analysis. The approved 90% design plans will be the basis of the CLOMR. Any deviations in design or construction from that study will require additional services and fees. The following task will be performed to support a CLOMR application submittal to FEMA:

1. Hydraulic Modeling for Proposed Conditions

The floodplain analysis for proposed conditions FEMA model shall be used for the CLOMR submittal; therefore, no additional proposed conditions hydraulic modeling will be required.

- Utilize hydraulic modeling, utilizing FEMA effective discharges, for the floodplain analysis to compute revised existing and proposed water surface elevations. Compare results to effective conditions.
- Delineate 100-year, 500-year and regulatory floodway boundaries.
- Conduct a Quality Assessment/Quality Control review of the hydraulic models.

2. Forms and Exhibits

- Complete the following forms, and include attachments and exhibits as required by FEMA:
 - Form 1- Overview and Concurrence Form
 - Form 2 - Riverine Hydraulics and Hydrology Form
 - Form 3 - Riverine Structures Form.
 - Payment Information Form

- Compile comparison tables, including but not limited to, a 1-percent-annual-chance flood elevation (100-year) comparison table and floodway comparison table.
- Prepare FEMA required workmap showing existing and proposed topography, proposed site plan, existing and proposed floodplains, and floodway.
- Prepare a scaled revised DFIRM exhibit and annotate.

3. Compliance with the Endangered Species Act (ESA)

- Perform a desktop review of listed species and limited field work to confirm that no endangered species will be harmed.
- Apply for an Incidental Take Permit (ITP) from the National Marine Fisheries Service (NMFS) and the U.S. Fish and Wildlife Service (USFWS) if necessary.
- Obtain a letter from the NMFS and the USFWS indicating their determination that the project is "not likely to adversely affect" any endangered species.

4. CLOMR Application Report

- Update the floodplains analysis report to a CLOMR Report to be submitted to the City of Denton and FEMA.
- Submit and present the report to the City of Denton for review, approval, and signatures. This scope of work includes one (1) meeting with the City of Denton for the purpose of review and signature of the CLOMR report.
- Prepare newspaper publication floodway notice if needed.
- Prepare documentation and notification letters to affected property owners.
- Digital CLOMR submittal to FEMA LOMC Depot via online submittal.
- Online FEMA fee for CLOMR review is \$6,500 (subject to change) as of November 2023 and is to be paid by CLIENT. The fee in this proposal does not include the submittal fee for the CLOMR application.
- Coordination with City of Denton during review.
- Coordination with FEMA during the review stage, modifications to analysis and report as required by FEMA.

II. **FEMA Letter of Map Revision (LOMR)**

The Engineer shall develop a FEMA LOMR based on the above developed CLOMR.

Any deviations in design or construction from that study will require additional services and fees.

1. Hydraulic Modeling for As-Built Conditions

- Refine the FEMA accepted CLOMR model based on as-built conditions. As-built/Record Drawings from the Design team will be used.
- Modify proposed conditions Pecan Creek above SCS Reservoir #16 model established during CLOMR phase to reflect as-built conditions.
- Perform a Quality Assurance/Quality Control review of the as-built model. Execute and debug.
- Compare water surface elevations from as-built conditions to FEMA effective conditions.
- If any discrepancies result from the model review, adjust modeling as necessary based upon existing topography and record drawings to adhere to City of Denton and FEMA standards as necessary.
- Perform floodway analysis.
- Delineate 100- and 500-year floodplain and generate regulatory floodway boundaries.

2. Forms and Exhibits

- Prepare exhibits and prepare forms for a report to FEMA pertaining to existing land use conditions.
- Complete the following forms, and include attachments and exhibits as required by FEMA:
 - Form 1- Overview and Concurrence Form
 - Form 2 - Riverine Hydraulics and Hydrology Form
 - Form 3 - Riverine Structures Form.
 - Payment Information Form
- Compile comparison tables, including but not limited to, a 1-percent-annual-chance flood elevation (100-year) comparison table and floodway comparison table.
- Prepare FEMA required workmap showing existing and proposed topography, proposed site plan, existing and proposed floodplains, and floodway.
- Prepare a scaled revised DFIRM exhibit and annotate.

- Prepare documentation and notification letters to affected property owners (if needed).
- Prepare newspaper publication floodway notice if needed.

3. LOMR Application Report

- Prepare LOMR Report to be submitted to the City of Denton.
- Submit and present the report to the City of Denton for review, approval, and signatures. This scope of work includes one (1) meeting with the City of Denton for the purpose of review and signature of the LOMR report.
- Digital LOMR submittal to FEMA LOMC Depot via online submittal.
- Online FEMA fee for LOMR review is \$8,000 (subject to change) as of November 2023 and is to be paid by CLIENT. The fee in this proposal does not include the submittal fee for the CLOMR application.
- Coordination with City of Denton during FEMA review.
- Coordination with FEMA during the review stage, including modifications to analysis and report as required by FEMA.

III. Schedule

1. Completion of FEMA Conditional Letter of Map Revision (CLOMR): 120 calendar days from date of written authorization to begin work.
2. Completion of FEMA Letter of Map Revision (LOMR): 120 calendar days from date of receipt of Contractor Redlines/As-Built Drawings upon completion of construction.

IV. AMENDMENT NO. 1 FEE SUMMARY

FEMA Conditional Letter of Map Revision	\$42,000
FEMA Letter of Map Revision	\$20,000
Total Contract Amendment No. 1	\$62,000

SUMMARY OF THE AMMENDED CONTRACT

Original Contract	\$1,144,280
<u>Amendment No. 1</u>	<u>\$62,000</u>
Amended Contract Amount	\$1,206,280

Certificate Of Completion

Envelope Id: 86AA07FB74A849F2B364798C36164A73

Status: Sent

Subject: Please DocuSign: City Council Contract 7599-011 Westgate Dr. Construction Design Amendment 1

Source Envelope:

Document Pages: 7

Signatures: 3

Envelope Originator:

Certificate Pages: 6

Initials: 1

Erica Garcia

AutoNav: Enabled

901B Texas Street

Envelope Stamping: Enabled

Denton, TX 76209

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

erica.garcia@cityofdenton.com

IP Address: 198.49.140.10

Record Tracking

Status: Original

Holder: Erica Garcia

Location: DocuSign

2/19/2024 4:35:14 PM

erica.garcia@cityofdenton.com

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

Erica Garcia

Completed

Sent: 2/19/2024 4:39:45 PM

erica.garcia@cityofdenton.com

Viewed: 2/19/2024 4:39:53 PM

Senior Buyer

Signed: 2/19/2024 4:40:34 PM

City of Denton

Using IP Address: 198.49.140.10

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

Lori Hewell



Sent: 2/19/2024 4:40:35 PM

lori.hewell@cityofdenton.com

Viewed: 2/19/2024 4:44:48 PM

Purchasing Manager

Signed: 2/19/2024 4:45:19 PM

City of Denton

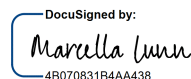
Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 198.49.140.104

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Marcella Lunn



Sent: 2/19/2024 4:45:21 PM

marcella.lunn@cityofdenton.com

Viewed: 2/20/2024 11:17:40 AM

Senior Deputy City Attorney

Signed: 2/20/2024 11:18:47 AM

City of Denton

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Benjamin McGahey



Sent: 2/20/2024 11:18:49 AM

bmgahey@halff.com

Resent: 2/22/2024 12:42:08 PM

Security Level: Email, Account Authentication
(None)

Viewed: 2/22/2024 2:03:08 PM

Signature Adoption: Pre-selected Style

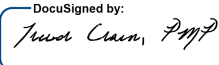
Signed: 2/22/2024 2:15:39 PM

Using IP Address: 128.92.196.202

Electronic Record and Signature Disclosure:

Accepted: 2/22/2024 2:03:08 PM

ID: 3e0f212d-3dc7-4be9-83f5-4f258cf1cf34

Signer Events	Signature	Timestamp
Trevor Crain, PMP Trevor.Crain@cityofdenton.com Director of Capital Projects City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 2/22/2024 2:24:01 PM ID: 4f0be6ff-cc49-4786-92f9-2234fc3dbce3	DocuSigned by:  7B46EEAB11BC4F2... Signature Adoption: Pre-selected Style Using IP Address: 47.190.47.120 Signed using mobile	Sent: 2/22/2024 2:15:41 PM Viewed: 2/22/2024 2:24:01 PM Signed: 2/22/2024 2:25:11 PM
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		Sent: 2/22/2024 2:25:14 PM
Sara Hensley sara.hensley@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jesus Salazar jesus.salazar@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 2/21/2024 1:20:39 PM ID: f4c5893a-efc2-47fd-9331-e9bb4bd6d484		

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	Sent: 2/19/2024 4:40:35 PM

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 City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Jesus Salazar jesus.salazar@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 2/21/2024 1:20:39 PM ID: f4c5893a-efc2-47fd-9331-e9bb4bd6d484	COPIED	Sent: 2/22/2024 2:25:13 PM Viewed: 2/22/2024 3:42:19 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/19/2024 4:39:45 PM
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, 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:	•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.