

**EXHIBIT 4**

THE STATE OF TEXAS           §  
  §  
COUNTY OF DENTON           §

FIRST AMENDMENT TO CONTRACT  
BY AND BETWEEN THE CITY OF DENTON, TEXAS  
AND NELSON+MORGAN ARCHITECTS, INC.  
[FILE NO. 5906]

THIS FIRST AMENDMENT TO CONTRACT (hereafter the “First Amendment”) to that certain Contract by and between the City of Denton, Texas and NELSON+MORGAN ARCHITECTS, INC. (hereafter the “Agreement”) in the original not-to-exceed amount of \$239,935.00, which was heretofore executed on NOVEMBER 6, 2015, and was approved within the delegated authority of the City of Denton Purchasing Agent; and said Agreement was heretofore entered into by and between the City of Denton, Texas, a Texas Municipal Corporation with its offices at 215 East McKinney Street, Denton, Texas 76201 (hereafter the “CITY”); and the firm of NELSON+MORGAN ARCHITECTS, INC. (hereafter “DESIGN PROFESSIONAL”) with its offices at 2717 WIND RIVER LANE, SUITE 230, DENTON, TX 76210; and

The original Agreement provided for DESIGN PROFESSIONAL’s services related to architectural design and construction drawings of the City of Denton’s Regional Home Chemical Collection (HCC) facility as is contained in Attachment “B” of the original Agreement. The further services to be performed by DESIGN PROFESSIONAL are contained in Attachment “D” of this First Amended Agreement.

DESIGN PROFESSIONAL has substantially completed the initial work called for in the original Agreement; and the City deems it necessary to further expand the services provided by DESIGN PROFESSIONAL to the CITY, and to provide an additional not-to-exceed amount \$163,625.63, for an aggregate of \$403,560.63, for the additional required services.

NOW THEREFORE, the CITY and DESIGN PROFESSIONAL (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 First Amendment, which amends the following terms and conditions of the said Agreement, to wit:

1.

The provisions of Section I. “Scope of Services” of the First Amendment are hereby amended to add the additional language as follows, to wit:

“(d) Contractor’s First Amended Proposal. (Attachment “D”)

2.

The provisions of Section V. “Payment” in the Agreement shall instead read, in line 3 of the first paragraph thereof, “shall not exceed the sum of \$403,560.63.” The

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number \$239,935 contained on the original Agreement at the same location is hereby removed.

3.

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

IN WITNESS WHEREOF, the City of Denton, Texas and the NELSON+MORGAN ARCHITECTS, INC., have each executed this First Amendment electronically, by and through their respective duly authorized representatives and officers on this date \_\_\_\_\_.

“CITY”

CITY OF DENTON, TEXAS  
A Texas Municipal Corporation

By: \_\_\_\_\_  
Howard Martin, Interim City Manager

ATTEST:  
JENNIFER WALTERS, CITY SECRETARY

By: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
ANITA BURGESS, CITY ATTORNEY

By: \_\_\_\_\_

“DESIGN PROFESSIONAL”  
NELSON+MORGAN ARCHITECTS, INC.  
A Texas Limited Liability Corporation

By:  \_\_\_\_\_  
AUTHORIZED SIGNATURE, TITLE



NELSON + MORGAN

ARCHITECTS, INC.

July 18, 2016

Mr. Herman Lawson  
 Large Project Manager  
 City of Denton Facilities  
 Denton, Texas 76208

**RE: Household Chemical Collections Facility  
 Additional Professional Services Adjustment**

Herman, per our previous conversation regarding an amendment to our PSA Contract #5906 due to scope and budget increases, below is my explanation and calculations for the adjusted fees.

The basis of our professional services is outlined in Section 2, Compensation. Basic Services states that professional fees will be based on a total fee of Seven and One Half percent (7.5%) of the final Construction Cost of the Project. The fee is then divided into phases identified in 2.1.1 thru 2.1.5. The current total for this PSA is \$139,791.00 which was calculated on an understood construction budget of \$1,863,900.00.

After completion of the Schematic Design phase an Opinion of Probable Cost for the project was prepared by Construction Cost Management (CCM) at \$4,045,555.00. Based on this substantial construction budget increase, we are requesting that our professional services fee agreement be amended to reflect this estimate of probable construction as indicated below;

Original PSA Basic Services fee calculation

	\$1,863,900.00	7.5%	\$	139,792.50
<b>Original PSA total</b>				<b>139,791.00</b>
Schematic Design	25%	\$		34,947.75
Design Development	30%	\$		41,937.30
Construction Documents	25%	\$		34,947.75
Bidding	5%	\$		6,989.55
Construction Administration	15%	\$		20,968.65
	100%	\$		139,791.00

Fee for Adjusted Construction Cost Total:

	\$4,045,555.00	7.5%	\$	303,416.63
Original PSA total				139,791.00
<b>Additional Scope Professional services</b>			<b>\$</b>	<b>163,625.63</b>
Schematic Design	25%	\$		40,906.41
Design Development	30%	\$		49,087.69
Construction Documents	25%	\$		40,906.41
Bidding	5%	\$		8,181.28
Construction Administration	15%	\$		24,543.84
	100%	\$		163,625.63

To summarize, our original total professional services fee was \$139,791.00. The increase in construction cost adjusts the total of the professional fees to \$303,416.63, or a net increase of \$163,625.63.

HCC Additional Services Amendment  
July 18, 2016  
Page 2 of 2

Please let me know if you have any questions or need and additional information.

Respectfully,



**ALAN F. NELSON, Architect**  
Nelson + Morgan, Architects

## EXHIBIT 4



### Certificate of Completion

Envelope Id: 4FCA68AF4A964135B7246250F9CDA68C

Status: Sent

Subject: City Council Docusign Item - (5906) Amendment to Design of HCC Building for City of Denton

Source Envelope:

Document Pages: 5

Signatures: 1

Envelope Originator:

Certificate Pages: 6

Initials: 0

Rebecca Hunter

AutoNav: Enabled

rebecca.hunter@cityofdenton.com

EnvelopeId Stamping: Enabled

IP Address: 129.120.6.150

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

### Record Tracking

Status: Original

Holder: Rebecca Hunter

Location: DocuSign

7/21/2016 11:50:25 AM

rebecca.hunter@cityofdenton.com

### Signer Events

#### Signature

#### Timestamp

Rebecca Hunter

**Completed**

Sent: 7/21/2016 12:00:16 PM

rebecca.hunter@cityofdenton.com

Viewed: 7/21/2016 12:00:30 PM

Senior Buyer

Signed: 7/21/2016 12:01:05 PM

City of Denton

Using IP Address: 129.120.6.150

Security Level: Email, Account Authentication  
(Optional)

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

Alan F. Nelson, Architect

DocuSigned by:  
*Alan F. Nelson, Architect*  
DDF6C84E3B4543D...

Sent: 7/21/2016 12:01:06 PM

anelson@nelsonmorgan.com

Viewed: 7/21/2016 12:16:49 PM

Security Level: Email, Account Authentication  
(Optional)

Signed: 7/21/2016 2:48:05 PM

Using IP Address: 71.123.192.85

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

John Knight

Sent: 7/21/2016 2:48:09 PM

john.knight@cityofdenton.com

Deputy City Attorney

City of Denton

Security Level: Email, Account Authentication  
(Optional)

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

Julia Winkley

julia.winkley@cityofdenton.com

Security Level: Email, Account Authentication  
(Optional)

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

Howard Martin

howard.martin@cityofdenton.com

Security Level: Email, Account Authentication  
(Optional)

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

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Signer Events	Signature	Timestamp
Jennifer Walters jennifer.walters@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		
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
Julia Winkley julia.winkley@cityofdenton.com Contracts Administration Supervisor City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	<b>COPIED</b>	Sent: 7/21/2016 2:48:08 PM Viewed: 7/21/2016 2:48:56 PM
Sherri Thurman sherri.thurman@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	<b>COPIED</b>	Sent: 7/21/2016 2:48:08 PM
Jane Richardson jane.richardson@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		
Robin Fox Robin.fox@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Accepted: 10/9/2015 11:39:51 AM ID: 04463961-03db-4c4d-9228-d660d6146ed6		
Jennifer Bridges jennifer.bridges@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		

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Carbon Copy Events	Status	Timestamp
Jane Richardson jane.richardson@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		
Herman Lawson herman.lawson@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Accepted: 8/11/2015 1:16:56 PM ID: c1ff2170-cbcd-401e-ab74-8bd3b4e69c87		
Scott Lebsack scott.lebsack@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		
Notary Events		Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/21/2016 2:48:09 PM
Electronic Record and Signature Disclosure		

## **EXHIBIT 4**

### **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.



## EXHIBIT 4

### 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: [kevin.gunn@cityofdenton.com](mailto:kevin.gunn@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 [kevin.gunn@cityofdenton.com](mailto:kevin.gunn@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 [kevin.gunn@cityofdenton.com](mailto:kevin.gunn@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 [kevin.gunn@cityofdenton.com](mailto:kevin.gunn@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"><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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### **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.