

ORDINANCE NO. _____

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 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; AMENDED BY AMENDMENTS 1-4 APPROVED BY CITY COUNCIL AND PURCHASING; SAID FIFTH AMENDMENT TO PROVIDE FOR ADDITIONAL RIGHT-OF-WAY ACQUISITION SERVICES IN RELATION TO THE WESTGATE DRIVE RECONSTRUCTION PROJECT PHASE 2 FOR THE CAPITAL PROJECTS DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 7599-011 – PROVIDING FOR AN ADDITIONAL FIFTH AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED \$98,600.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$1,386,570.00).

WHEREAS, on November 15, 2022, by Ordinance No. 22-2303, the City 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, on March 19, 2024, City Council awarded a First Amendment to Halff Associates, Inc., in the amount of \$62,000.00, 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; and

WHEREAS, on May 22, 2024, Purchasing awarded a Second Amendment to Halff Associates, Inc., to reallocate the funds from the Traffic Signal Design category (XIV) to Environmental Services, Illumination Study, and Final Design of the contract; and

WHEREAS, on January 6, 2025, Purchasing awarded a Third Amendment to Halff Associates, Inc., to split the project into two (2) project phases; and

WHEREAS, on April 15, 2025, City Council awarded a Fourth Amendment to Halff Associates, Inc., to include the additional cost for splitting the design, bidding two (2) packages, construction engineering services through construction for two packages, and FEMA application fees; and

WHEREAS, this procurement was undertaken as part of the City's governmental function; 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 Halff Associates, Inc., which is on file in the office of the Purchasing Agent, in the amount of Ninety-Eight Thousand Six Hundred and 0/100 (\$98,600.00) 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 \$1,386,570.00.

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 _____. The ordinance was passed and approved by the following vote [____ - ____]:

	Aye	Nay	Abstain	Absent
Mayor Chris Watts:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
George Ferrie, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

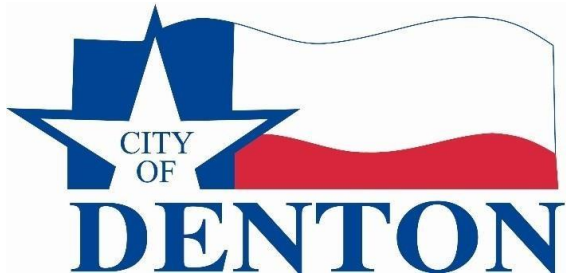
CHRIS WATTS, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush



Docusign City Council Transmittal Coversheet

PSA	7599-011
File Name	Westgate Drive Reconstruction Design Amendment #5
Purchasing Contact	Cori Power
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

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

THIS FIFTH 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 “Original Agreement”); amended on March 19, 2024 in the additional amount of \$62,000 aggregating a not-to-exceed amount of \$1,206,280 (the “First Amendment”); amended on June 5, 2024 to revise the project scope of services at net zero change to the total contract amount (the “Second Amendment”); amended on January 6, 2025 to revise the project scope of services at net zero change to the total contract amount (the “Third Amendment”); amended on April 15, 2025 in the additional amount of \$81,690 aggregating a not-to-exceed amount of \$1,287,970 (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 the design of the 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 \$98,600 with this Amendment for an aggregate not-to-exceed amount of \$1,386,570; 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 \$98,600.
2. This Amendment modifies the Agreement amount to provide an additional \$98,600 for the additional services with a revised aggregate not to exceed total of \$1,386,570.

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 _____.

“ENGINEER”

HALFF ASSOCIATES, INC.

Signed by:
By: Benjamin L. McGahery Vice President
2B2A715A9A5E5417
AUTHORIZED SIGNATURE, TITLE

“CITY”

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

Signed by:
By: Leah Bush
3A6254145BDA469...

ATTEST:

By: _____

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

Signed by:
Seth Garcia Seth Garcia
A13701F6BC954FC
SIGNATURE PRINTED NAME

Director of Capital Projects
TITLE

Capital Projects
DEPARTMENT

Exhibit A
AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY AND HALFF ASSOCIATES, INC.

Westgate Drive East-West Construction Plans Repackage
Westgate Drive Reconstruction Project
FILE 7599-011

This is Amendment number 05 dated April 15, 2026 to the agreement between the City of Denton, Texas ("City") and Halff Associates, Inc. ("Engineer") dated November 15, 2022 ("the Agreement") concerning the Westgate Drive Reconstruction Project ("the Project").

Our description of additional services understanding, assumptions, schedule and fee summary are presented below.

I. DESCRIPTION OF ADDITIONAL SERVICES UNDERSTANDING

As per correspondence between City staff and the Engineer from March 6, 2026 to April 15, 2026, the Engineer is proposing to allocate additional funds to perform Right of Way Services as part of Phase 2 of the Project. A new XXI. Phase 2 ROW Services Task would be created under Special Services detailed in the Fee Summary below.

Phase 2 ROW Services scope of services shall be per Section 5 of the executed contract dated November 15, 2022.

II. ASSUMPTIONS

- A. Consultant's services shall only include those that are normal and customary and are not represented as special services or those requiring expertise greater than that provided by other providers.
- B. Services not identified, whether specifically noted or implied, in this proposal are considered additional services and may require a modification to the scope and an increase in the budget.
- C. The direct cost of preliminary title commitments, title insurance (Owner Title Policies) and the court costs in eminent domain cases are not to be considered a pass-through expense and will be paid directly by the City of Denton.

III. SCHEDULE

The schedule for ROW Services for Phase 2 of the Project will be contingent on the individual property negotiation, title and closing coordination and will vary parcel to

parcel. It is anticipated the schedule for these services will be approximately **twelve (12)** months upon notice to proceed.

IV. AMENDMENT NO. 5 FEE SUMMARY

<u>XXI. Phase 2 ROW Services (17 Parcels @ \$5,800/each)</u>	<u>\$98,600</u>
Total Contract Amendment No. 5	\$98,600

SUMMARY OF THE AMENDED CONTRACT

Original Contract	\$1,144,280
Amendment No. 1	\$62,000
Amendment No. 2	\$0
Amendment No. 3	\$0
Amendment No. 4	\$81,690
<u>Amendment No. 5</u>	<u>\$98,600</u>
Amended Contract Amount	\$1,386,570

CITY:	ENGINEER:
CITY OF DENTON, TEXAS	HALFF ASSOCIATES, INC.

By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

Certificate Of Completion

Envelope Id: 29D49444-F03F-84F2-830C-E1A9748EE9C8

Status: Sent

Subject: Please DocuSign: City Council Contract 7599-011 - Westgate Drive Reconstruction Design Amendment #5

Source Envelope:

Document Pages: 5

Signatures: 3

Envelope Originator:

Certificate Pages: 6

Initials: 1

Cori Power

AutoNav: Enabled

901B Texas Street

Envelopeld Stamping: Enabled

Denton, TX 76209

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

cori.power@cityofdenton.com

IP Address: 198.49.140.10

Record Tracking

Status: Original

Holder: Cori Power

Location: DocuSign

6/22/2026 10:06:19 AM

cori.power@cityofdenton.com

Signer Events

Signature

Timestamp

Cori Power

Completed

Sent: 6/22/2026 10:10:08 AM

cori.power@cityofdenton.com

Viewed: 6/22/2026 10:10:17 AM

Purchasing Supervisor

Signed: 6/22/2026 10:10:26 AM

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

Initial

Sent: 6/22/2026 10:10:28 AM

lori.hewell@cityofdenton.com

Viewed: 6/22/2026 11:48:58 AM

Purchasing Manager

Signed: 6/22/2026 11:49:16 AM

City of Denton

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Leah Bush

Signed by:

3A6254145BDA469...

Sent: 6/22/2026 11:49:17 AM

leah.bush@cityofdenton.com

Viewed: 6/22/2026 4:46:38 PM

Assistant City Attorney

Signed: 6/22/2026 5:00:47 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Benjamin L. McGahey

Signed by:

2B2A715A9AE5417...

Sent: 6/22/2026 5:00:50 PM

bmogahey@half.com

Viewed: 6/23/2026 7:52:09 AM

Vice President

Signed: 6/23/2026 8:17:20 AM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 4.1.252.178

Electronic Record and Signature Disclosure:

Accepted: 6/23/2026 7:52:09 AM

ID: b5b7fea9-b3c1-4f07-8c43-542f28ac03e4

Signer Events	Signature	Timestamp
Seth Garcia Seth.Garcia@cityofdenton.com Director of Capital Projects Security Level: Email, Account Authentication (None)	Signed by:  A13701F6BC954FC... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 6/23/2026 8:17:22 AM Viewed: 6/29/2026 10:31:05 AM Signed: 6/29/2026 10:31:23 AM

Electronic Record and Signature Disclosure:
Accepted: 6/29/2026 10:31:05 AM
ID: c3b889d6-b07c-4923-8ce0-6feda9774d35

Cheyenne Defee
cheyenne.defee@cityofdenton.com
Procurement Administration Supervisor
City of Denton
Security Level: Email, Account Authentication (None)

Sent: 6/29/2026 10:31:26 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Cassey Ogden
Cassey.Ogden@cityofdenton.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kristi Fogle
Kristi.Fogle@cityofdenton.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 6/29/2026 11:21:30 AM
ID: 889a6e59-ed2c-4fa6-af68-b7a7643e37fd

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)

Sent: 6/22/2026 10:10:28 AM

COPIED

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 City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Jesus Perez Jesus.Perez@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/24/2026 3:58:06 PM ID: d13e8574-5a82-49ea-af45-edb26c6dd492	COPIED	Sent: 6/29/2026 10:31:25 AM Viewed: 6/29/2026 12:50:07 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/22/2026 10:10:09 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, 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.