

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 KIMLEY-HORN AND ASSOCIATES, INC., AMENDING THE CONTRACT APPROVED BY PURCHASING ON APRIL 15, 2026, IN THE NOT-TO-EXCEED AMOUNT OF \$99,500.00; SAID FIRST AMENDMENT TO CONTINUE TO PROVIDE ADDITIONAL DESIGN SERVICES RELATING TO THE MCKINNEY STREET SIDEWALK IMPROVEMENT PROJECT FOR THE CAPITAL PROJECTS DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 8377-018 – PROVIDING FOR AN ADDITIONAL FIRST AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED \$35,000.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$134,500.00).

WHEREAS, on April 15, 2026, Purchasing awarded a contract to Kimley-Horn and Associates, Inc. in the amount of \$99,500.00, for design services relating to the McKinney Street Sidewalk Improvement Project for the Capital Projects 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 Kimley-Horn and Associates, Inc., which is on file in the office of the Purchasing Agent, in the amount of Thirty-Five Thousand and 0/100 (\$35,000.00) 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 \$134,500.00.

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 [\_\_ - \_\_]:

	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
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.

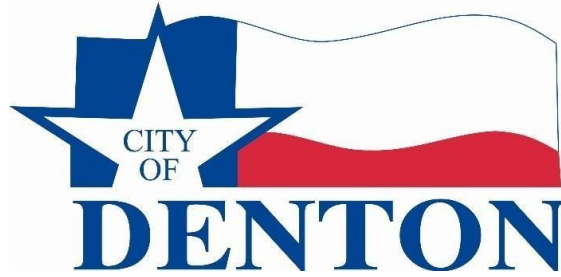
\_\_\_\_\_  
CHRIS WATTS, MAYOR

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	8377-018
File Name	McKinney Sidewalk Improvement Amendment #1
Purchasing Contact	Cori Power
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

THE STATE OF TEXAS           §  
  §  
COUNTY OF DENTON           §

**FIRST AMENDMENT TO CONTRACT  
BY AND BETWEEN THE CITY OF DENTON, TEXAS  
AND KIMLEY-HORN AND ASSOCIATES, INC.  
PSA 8377-018**

THIS FIRST AMENDMENT TO CONTRACT 8377-018 (“Amendment”) by and between the City of Denton, Texas (“City”) and Kimley-Horn and Associates, Inc. (“Engineer”); to that certain contract executed on April 15, 2026, in the original not-to-exceed amount of \$99,500 (the “Agreement”); for services related to the McKinney Sidewalk Improvements (Elm to Bolivar St) 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 \$35,000 with this Amendment for an aggregate not-to-exceed amount of \$134,500; 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 design of the McKinney Sidewalk Improvements (Elm to Bolivar St) 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 \$35,000.
2. This Amendment modifies the Agreement amount to provide an additional \$35,000 for the additional services with a revised aggregate not to exceed total of \$134,500.

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 \_\_\_\_\_.

“CITY”

“ENGINEER”

CITY OF DENTON, TEXAS  
A Texas Municipal Corporation

KIMLEY-HORN AND ASSOCIATES, INC.

By: \_\_\_\_\_  
AUTHORIZED SIGNOR, TITLE

DocuSigned by:  
*Scott A. Arnold*  
D185A80061EE4E9...  
By: \_\_\_\_\_ Vice President  
AUTHORIZED SIGNOR, TITLE

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

Signed by:  
*Seth Garcia*  
A13701F6BC954FC...  
SIGNATURE      Seth Garcia  
PRINTED NAME

\_\_\_\_\_  
Director of Capital Projects  
TITLE  
\_\_\_\_\_  
Capital Projects  
DEPARTMENT

APPROVED AS TO FORM:  
MACK REINWAND, CITY ATTORNEY

BY: *Leah Bush*  
3A6254145BDA469... \_\_\_\_\_

## Exhibit A

### AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT ADDITIONAL SERVICES

Professional Services Agreement:  
**McKinney Street Sidewalk Improvements**  
**Amendment Scope of Services**

#### Scope of Services

The CITY has requested that the ENGINEER perform additional services consisting of the following:

#### **Task 10 – Additional Design Management**

ENGINEER will perform additional design management tasks for the new segment of sidewalk. Following tasks are anticipated under additional design management tasks.

- ENGINEER will attend pre-design site meeting with the CITY staff to confirm and clarify scope, understand CITY's objectives, and ensure economical and functional designs that meet CITY's requirements.
- ENGINEER will conduct QC/QA reviews and document those activities.
- ENGINEER will conduct review meetings with CITY at the end of each design phase.
- ENGINEER will attend up to two (2) coordination meetings with the CITY.

#### **Task 11 – Additional Topographic Survey**

ENGINEER will perform additional field surveys to collect horizontal and vertical elevations and other information needed by ENGINEER in design and preparation of additional sidewalk design along E McKinney Street from Oakland Street to Bell Place. Additional filed survey will be collected as outlined in the original agreement.

- Survey will extend along E McKinney Street approximately 400 feet east of Oakland Road intersection to 200 feet west of railroad tracks.

These additional surveys collected will supplement the existing topographic survey collected under previous scope.

#### **Task 12 – Additional Sidewalk Design**

ENGINEER will perform additional sidewalk design for the additional segments on McKinney Street as stated below.

- The installation and replacement of sidewalk will be limited to south side of E McKinney Street within the project limit specified above.
- All curb ramps and sidewalk will be replaced to meet ADA/ PROWAG requirements.

- Adjustments of curb and curb inlets are necessary for the installation of sidewalk.
- Existing electric poles within the project limits will remain and relocation of these electric poles are not required.
- Any additional easement or ROW needed will be considered as additional services.
- The additional sidewalk included on this scope will be bid together with the sidewalk section included in the original contract.
- TDLR will be completed together with the original project,
- The new segment of sidewalk will be included together with the 60% design for the overall project.
- A retaining wall is anticipated on the new section of sidewalk included on this scope.
- Narrowing of a roadway segment is required for the sidewalk section between Bell Ave and Bell Place on the south side of McKinney Street.
- ENGINEER will provide modifications of curb inlets as necessary to accommodate new curb lines and sidewalk alignment.
- Preparation of ROW and easement documents, if required, will be done by the CITY.
- ENGINEER will provide additional control points for the new sections of sidewalk on the plans.
- ENGINEER will update 90% and final design of the added segment of sidewalk with the original segments.

### **Task 13 – Additional Construction Phase Services**

- ENGINEER will provide construction phase services for the added segment of sidewalk as outlined in the original contract. Following assumptions and deliverables are included with the additional construction phase services.

#### **ASSUMPTIONS**

- Two (2) site visits are assumed.
- Two (2) submittal reviews are assumed.
- Two (2) RFI's are assumed.

#### **DELIVERABLES**

- Response to Contractor's Request for Information.
- Review of shop drawings.
- Final Punch List items.

**Compensation**

The additional services described above will be accommodated by increasing the contract amount by \$35,000. The following table summarizes the revised contract amount:

<b>Task</b>	<b>Original Contract</b>	<b>Amendment No. 1</b>	<b>Revised Contract</b>
Task 1 – Design Management	\$8,500	-	\$8,500
Task 2 – Preliminary Design (60 Percent)	\$38,500	-	\$38,500
Task 3 – Final Design (90 Percent and 100 Percent)	\$18,500	-	\$18,500
Task 4 – Bidding Phase Services	\$1,500	-	\$1,500
Task 5 – Construction Phase Services	\$3,500	-	\$3,500
Task 6 – Topographic Survey Services	\$5,000	-	\$5,000
Task 7 – Geotechnical Investigation/Pavement Design	\$10,000	-	\$10,000
Task 8 – Subsurface Utility Engineering (SUE)	\$11,500	-	\$11,500
Task 9 – TDLR Permitting	\$2,500	-	\$2,500
Task 10 – Additional Design Management		\$5,000	\$5,000
Task 11 – Additional Topographic Survey		\$4,000	\$4,000
Task 12 – Additional Sidewalk Design		\$22,000	\$22,000
Task 13 – Additional Construction Phase Services		\$4,000	\$4,000

<b>Totals:</b>	<b>\$99,500</b>	<b>\$35,000</b>	<b>\$134,500</b>
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Duly executed by each party’s designated representative to be effective on the date subscribed by the CITY.

BY:  
CITY OF DENTON, TEXAS

BY:  
ENGINEER  
Kimley-Horn and Associates, Inc

\_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Title: Scott Arnold, P.E., Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Certificate Of Completion

Envelope Id: 597659C9-F331-894D-83E9-B8F998BAC2C5

Status: Sent

Subject: Please DocuSign: City Council Contract 8377-018 McKinney Sidewalk Improvement Amendment #1

Source Envelope:

Document Pages: 6

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: 198.49.140.104

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## Signer Events

## Signature

## Timestamp

Cori Power

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cori.power@cityofdenton.com

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Purchasing Supervisor

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City of Denton

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Lori Hewell

Initial

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lori.hewell@cityofdenton.com

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Purchasing Manager

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City of Denton

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

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### Electronic Record and Signature Disclosure:

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Leah Bush

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3A6254145BDA469...

Sent: 6/4/2026 3:22:00 PM

leah.bush@cityofdenton.com

Viewed: 6/4/2026 4:20:01 PM

Assistant City Attorney

Signed: 6/9/2026 10:07:33 AM

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Signature Adoption: Pre-selected Style

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### Electronic Record and Signature Disclosure:

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Scott Arnold

DocuSigned by:  
  
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Sent: 6/9/2026 10:07:35 AM

Scott.arnold@kimley-horn.com

Viewed: 6/9/2026 12:06:32 PM

Vice President

Signed: 6/9/2026 12:08:58 PM

Kimley-Horn and Associates, Inc.

Signature Adoption: Uploaded Signature Image

Security Level: Email, Account Authentication (None)

Using IP Address: 130.41.212.55


### Electronic Record and Signature Disclosure:

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Signer Events	Signature	Timestamp
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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

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Signed: 6/9/2026 12:10:55 PM

**Electronic Record and Signature Disclosure:**

Accepted: 6/9/2026 12:10:36 PM  
ID: 4f9d8256-12f1-4a5a-9a4c-9f5d808f0814

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

Sent: 6/9/2026 12:10:57 PM

**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

Ingrid Rex  
Ingrid.Rex@cityofdenton.com  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Cheyenne Defee  
cheyenne.defee@cityofdenton.com  
Procurement Administration Supervisor  
City of Denton  
Security Level: Email, Account Authentication (None)

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**Electronic Record and Signature Disclosure:**

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Gretna Jones  
gretna.jones@cityofdenton.com  
Legal Secretary  
City of Denton  
Security Level: Email, Account Authentication (None)

**COPIED**

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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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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

Megan Davidson  
megan.davidson@cityofdenton.com  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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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..

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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- 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, 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.

**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.