

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 BURNS & MCDONNELL ENGINEERING COMPANY, INC., AMENDING THE CONTRACT APPROVED BY CITY COUNCIL ON OCTOBER 18, 2022, IN THE NOT-TO-EXCEED AMOUNT OF \$1,522,350.00; SAID FIRST AMENDMENT TO SERVE AS THE SYSTEM INTEGRATOR FOR THE ADVANCED DISTRIBUTION MANAGEMENT SYSTEM TO DENTON MUNICIPAL ELECTRIC; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7804-005 – PROVIDING FOR AN ADDITIONAL FIRST AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED \$640,224.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$2,162,574.00).

WHEREAS, on December 14, 2021, the City Council approved a pre-qualified professional services list of professional engineering services for Denton Municipal Electric (Ordinance 21-2687), and the professional services provider (the “Provider”) mentioned in this ordinance is being selected as the most highly qualified on the basis of its demonstrated competence and qualifications to perform the proposed professional services; and

WHEREAS, on October 18, 2022, City Council awarded a contract to Burns & McDonnell Engineering Company, Inc. in the amount of \$1,522,350.00, to provide professional services in the capacity of "Owner's Engineer" (OE) and RFP development for an advanced distribution management system (ADMS) to DME Systems Operation 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 Burns & McDonnell Engineering Company, Inc., which is on file in the office of the Purchasing Agent, in the amount of Six Hundred Forty Thousand Two Hundred Twenty-Four and 0/100 (\$640,224.00) 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 \$2,162,574.00.

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:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2025.

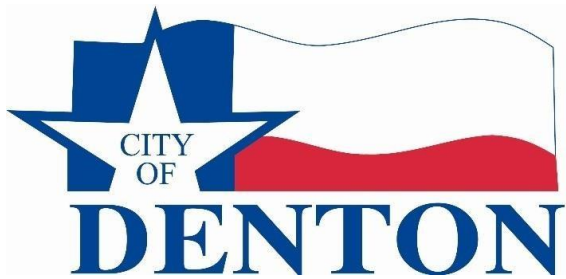
GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn



Docusign City Council Transmittal Coversheet

PSA	7804-005
File Name	ADMS Application, Amendment 1
Purchasing Contact	Christa Christian
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 BURNS & MCDONNELL, ENGINEERING COMPANY INC.
PSA 7804-005**

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS FIRST AMENDMENT TO CONTRACT 7804-005 (“Amendment”) by and between the City of Denton, Texas (“City”) and Burns & McDonnell, Engineering Company Inc. (“Engineer”); to that certain contract executed on October 18, 2022, in the original not-to-exceed amount of \$1,522,350.00 (the “Agreement”); for services related to OMS & ADMS Solution Selection and Consulting.

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 \$640,224 with this Amendment for an aggregate not-to-exceed amount of \$2,162,574.00 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 **System Integrator for the advanced distribution management system (ADMS)** 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 \$640,224.
2. This Amendment modifies the Agreement amount to provide an additional \$640,224 for the additional services with a revised aggregate not to exceed total of \$2,162,574.00

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 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

BURNS & MCDONNELL,
ENGINEERING COMPANY INC.

By: _____

AUTHORIZED SIGNOR, TITLE

By: _____

Signed by:

Chris Underwood

Authorized Agent

AUTHORIZED SIGNOR, TITLE

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

Signed by:

Antonio Puente, Jr.

Antonio Puente, Jr.

SIGNATURE

PRINTED NAME

DME General Manager

TITLE

Electric

DEPARTMENT

APPROVED AS TO FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

DocuSigned by:

Marcella Lunn

4B070831B4AA438...

Exhibit A



Change Order 01

OMS & ADMS Solution

Selection and Consulting Services

Submitted To: Denton Municipal Electric

Date: June 9th, 2025

Submitted by

Robb Montgomery

Director - 1898 & Co.

Phone Number: 1 (816) 708-6119

E-mail: robb.montgomery@1898andco.com

Submitted to

Denton Municipal Electric

Procurement Contact: Monica Salcedo

Phone Number

E-mail: monica.salcedo@cityofdenton.com



CHANGE ORDER NO. 7804-005-01

For Contract between CITY OF DENTON, TEXAS and Burns & McDonnell, Engineering Company Inc.

Project Name: 7804-005 OMS & ADMS Solution Selection and Consulting Services

BMCD Project No.: 151707

Client: CITY OF DENTON, TX

Contract: 7804-005

The below noted modification(s) to the subject Contract are directed by CITY OF DENTON, TEXAS and accepted by Burns & McDonnell (Supplier) (any applicable attachments are specifically identified):

This Change Order between CITY OF DENTON, TEXAS and Burns & McDonnell reflects mutually agreed changes made to the project scope and term.

The following scope of services has been mutually agreed to between CITY OF DENTON, TEXAS and Burns & McDonnell, Engineering Company Inc.

Denton Municipal Electric ("DME") has requested 1898 & Co. to serve as the System Integrator for the OMS/ADMS project. This includes identifying and supporting the development of the middleware solution required to integrate the OMS/ADMS environments with four integrating applications, as well as coordinating the system integration activities on the project. The following sections detail the scope of services:

Current State Assessment

The Supplier will evaluate the existing infrastructure, focusing on the integration of the following target applications: Maximo, AMI, CIS, and IVR. This assessment is intended to understand current capabilities, interfaces, constraints, and any pre-existing integration infrastructure. The Supplier will conduct the following tasks for this assessment:

- Document the existing technical architecture for the integration of the target applications
- Identify and document the target applications' versions, supported integration protocols (e.g., REST, SOAP, MultiSpeak, flat files, APIs, etc.), and data formats
- Map the current data flows between systems, highlighting integration patterns (uni/bi-directional, synchronous, asynchronous, real-time, batch, frequency, event-driven, etc.), dependencies, constraints and bottlenecks
- Identify existing cybersecurity measures

Integration Requirement and Use Case Definition

The Supplier will work with Denton Municipal Electric stakeholders to define functional and non-functional technical requirements for integrating the target applications into the OMS/ADMS. The Supplier will perform the following tasks for this requirement definition:

- Define the future state technical architecture for the integration of the target applications
- Define the data format, communication protocol, and data flow for each target application
- Specify the required message routing and message transformation needed (message modification from the target application to OMS/ADMS in the middleware, or pass-through) for each target application



- Define the integration pattern for each target application: uni/bi-directional, synchronous, asynchronous, real-time, batch, frequency, event-driven, etc.
- Specify the real-time monitoring capabilities, logging, and notification requirements for operational visibility and support of the middleware solution
- Define the non-functional requirements for the middleware, including the following:
 - Disaster recovery and availability requirements
 - Performance parameters for the middleware and each interface, considering two scenarios: “Blue Sky” or normal scenario, and “Storm” or high-volume scenario
 - Scalability requirements (capability of handling current and future data volumes)
 - Extensibility requirements (support for the integration of current and future target applications)
 - Security requirements including data encryption, access controls, audit trails and compliance with utility industry standards
 - Vendor support requirements (support programs, community support, etc.)
 - Cost requirements (licensing, support, total cost of ownership, etc.)
- Document specific integration scenarios or use cases for the following business processes:
 - Outage Management Integration: AMI “last gasp” and “first breath” data flow for outage detection and restoration. Meter pings and meter status data integration
 - Asset Management workflow: Maximo integration for work order management and asset lifecycle management
 - Customer Information Integration: Define specific CIS integration needs
 - Call Integration: Define specific IVR integration needs

Middleware Technical Evaluation

The Supplier will conduct a technical evaluation to identify the middleware solution that best meets the identified integration requirements and use cases. This evaluation will consist of the following:

- Market Research and Vendor Identification: Perform market research to identify potential middleware vendors that can be used for these integrations
- Develop a scoring matrix using the functional and non-functional requirements and use cases as criteria. The Supplier will work with Denton Municipal Electric stakeholders to define the specific weight for each criterion
- Complete the scoring matrix based on all gathered information and identify the middleware solution that achieves the highest weighted score and best aligns with the project objectives
- Develop a recommendation report that documents the selected solution, detailing the rationale for the selection, how it meets the requirements, and potential risks and limitations

Middleware Deployment

The Supplier will work with the City IT department to implement the selected middleware solution. The Supplier will provide the following deployment services:

- Assist in setting up/implementing messaging services needed to support all targeted applications' integration into OMS/ADMS



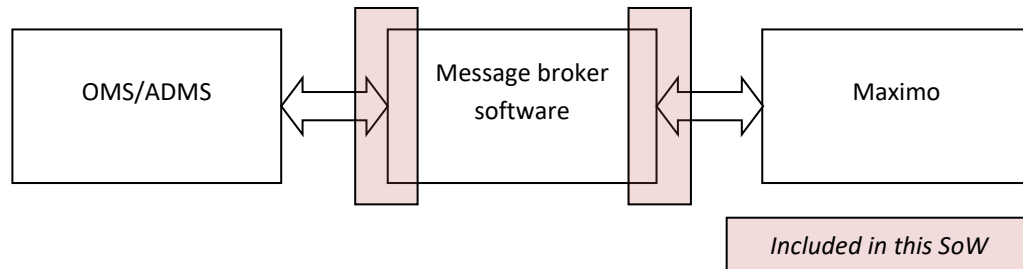
- Design and develop additional middleware components needed to support integration using the messaging architecture

Integrations

OMS/ADMS – Maximo Integration

The Supplier will provide the following services:

- Coordinate the development and testing of the integrations between the OMS/ADMS and Maximo integration teams



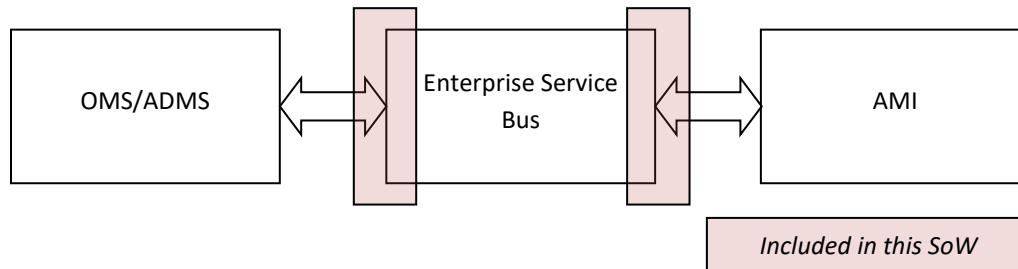
This assumes that the AspenTech team will complete the configuration, integration design and development work on the OMS/ADMS platform, and the Maximo Support team will complete the integration design and development work on the Maximo side.

OMS/ADMS – AMI Integration

The Supplier will coordinate the design/development/retrofitting of the current interfaces between Responder and Trilliant AMI to work with the planned OMS/ADMS solution. The Supplier will work with Trilliant AMI support team, Denton City IT services and the AspenTech project team to revise the following interfaces to meet the requirements of the integrating applications.

- Power outage notification
- Power restoration notification
- Meter ping request and response
- Meter read and request response
- Last meter status

The supplier will work with the Trilliant support team and AspenTech to determine the integration approach and implement the required messaging solution to support this interface.



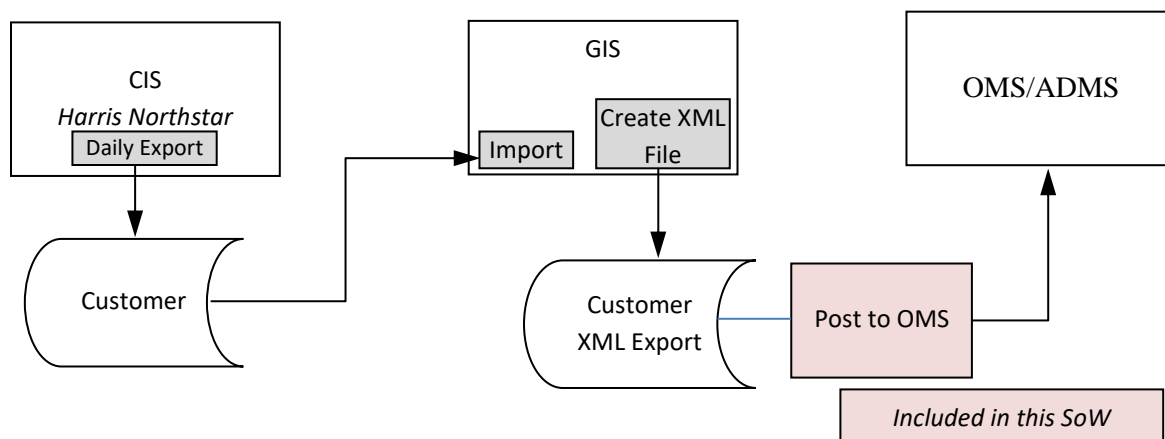
OMS/ADMS – CIS Integration

Based on the Supplier's current understanding of the CIS integration, which may change after the completion of the Requirement Definition phase above, the Supplier will coordinate the development/modification of the customer data extract process and tailor the final output to meet the needs of OMS/ADMS.

DME plans to leverage the existing nightly integration of customer data from CIS to GIS and extend it to create the XML file required by OMS.

The supplier will design and develop processes (shown as Post to OMS below) to complete additional data transformation, formatting and triggering of the OMS procedure to pull the customer data. During the initial design stages, the supplier will work with AspenTech, CIS and GIS teams to identify and confirm the requirements and define the scope of additional processes.

Customer data will cover both the customer and premises data.



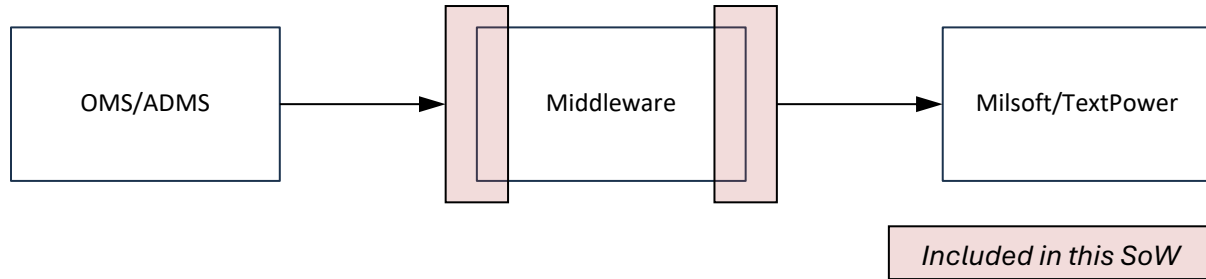
OMS/ADMS – IVR Integration

The Supplier will coordinate the development of the integration between OMS/ADMS and the IVR system. Based on the Supplier's current understanding of the IVR integration, which may change after the completion of the Requirement Definition phase above, the Supplier will implement an integration solution to:

- Receive and process trigger notifications from OMS



- Call the OMS RESTful web service APIs as needed
- Map fields between OMS and the Milsoft/TextPower system
- Translate and format data required between OMS and the Milsoft/TextPower system
- Forward data from OMS/ADMS to the Milsoft/TextPower system
- OMS will provide the notifications as JSON data messages based on event criteria.



Integration Coordination Services

The Supplier will act as a coordinator to facilitate the integration work between the AspenTech team members and the external integration partners responsible for Maximo, AMI, CIS, IVR and other integrating applications. They will support data field mapping, translations that might be required and data exchanges between OMS/ADMS application and the four integrating applications. Coordination services will include:

- Confirming the integration requirements
- Facilitating joint design sessions between the project team and the integration application teams
- Assisting with the resolution of open items identified during design sessions
- Facilitating unit testing of the integrations before end-to-end testing
- Coordinating with external teams (e.g., City IT Services) for installation, configuration, maintenance and monitoring of messaging and middleware solutions used by the integrating applications

Coordination of End-to-End Test Planning, Execution, and Defect Resolution

The supplier will coordinate the end-to-end test planning, script development and execution of the test cases by the integration systems. The supplier will help validate the integration test results and identify any defects resulting from the tests. The supplier will support the defect resolution that falls under integrating systems and the middleware areas.

Support for System Acceptance Test Planning, Execution, and Defect Resolution

The Supplier will support the System Acceptance Test planning, script development and execution of the test cases by the integration systems. The supplier will help to validate the test results and identify any defects resulting from the tests. The Supplier will support the defect resolution that falls under integrating systems and the middleware areas.

Deployment, Hyper-Care and Knowledge Transition Services

The Supplier will support the development of the deployment plan and schedule, and coordinate deployment activities with City IT services.



The Supplier will provide hyper-care support for three weeks following the deployment. This will include monitoring reported issues related to the integration systems and helping with the timely resolution of those issues. In addition, if the issues fall under middleware, the Supplier will investigate and resolve those issues.

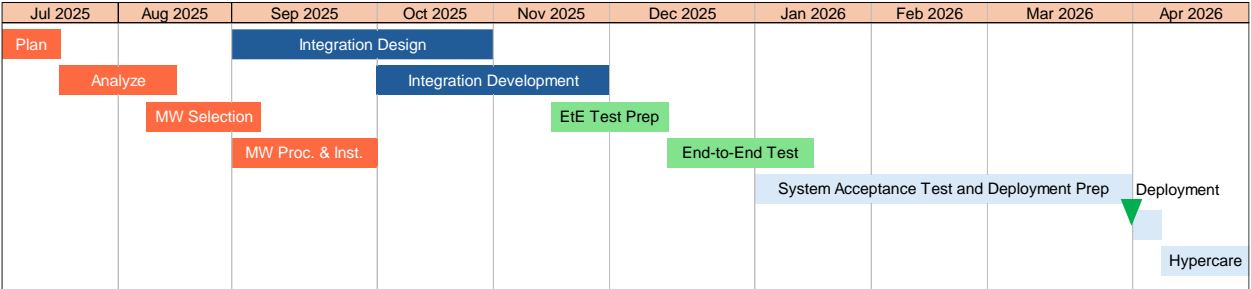
The Supplier will create a plan to transition the middleware/messaging components to the DME Support team. It will hold knowledge transition sessions to review the work and train the DME Support personnel. It will also actively engage the support team during the hyper-care period to investigate and resolve issues related to the middleware components.

Deliverables

Deliverable #	Deliverable	Description
D1	Integration Requirements	Integration Requirements
D2	Integration Design	Integration Design Documents per Integration
D3	Integration Unit Test	Integration Unit Testing Results
D4	Current State Integration Assessment Report	Document including all the findings in the Current State Assessment
D5	Middleware Recommendation	Recommended solution, detailing the rationale for the selection
D6	Middleware Score Matrix	The weighted scorecard is used for the middleware selection process
D7	Middleware Solution Design	Design documents detailing the specific middleware design
D8	Middleware Solution	Implemented Solution

Schedule

The Supplier will provide the above services according to the schedule shown below, which aligns with the current overall project schedule.



Out of Scope

Scope of services does not include design/development of the following integrations.



GIS + eMap	SCADA	External Reporting (ODW)	RTUs / IED
------------	-------	--------------------------	------------

Pricing

Additional estimated hours and fees associated with this change order are summarized below.

Details	Duration	Price Estimate
Professional Services Total Fees	10 months	\$640,224
Total Expenses		\$0
Total Cost		\$640,224

Professional services hours will be charged using the following rate classifications:

Scope	Role	Hourly Rate	Estimated Hours	Estimated Project Fees
System Integration Services	Solution Architect/Director	\$389	416	\$161,824
System Integration Services	Sr. Consultant	\$299	1,600	\$478,400
Total				\$640,224

The revised Contract Price is:

Original Contract Price	\$	1,522,350
Total net amount of this Change Order (T/M)	\$	640,224
Current Contract Price, including this Change Order	\$	2,162,574

The overall Project Schedule will not be impacted as a result of this change order.

The price and/or time extension set forth in this Change Order is full compensation for all costs and delays, direct and indirect, incurred in connection with the conditions giving rise to this Change Order, the work specified herein, and any consequential costs, delays, or effects on unchanged work resulting therefrom.

This Change Order, when executed, constitutes a modification to the Contract and all provisions of the Contract, except as modified above and by any previous Change Orders, shall apply hereto.



Authorization

Client/Accepted and Agreed:
Denton Municipal Electric

By: _____
Printed Name: _____
Title: _____
Date: _____

Supplier/Accepted and Agreed:
Burns & McDonnell Engineering Company, Inc.

By: _____
Printed Name: _____
Title: _____
Date: _____

Certificate Of Completion

Envelope Id: ACA8BA67-E500-4003-8275-BBCF3E67DB47

Subject: Please DocuSign: City Council Contract 7804 - ADMS, Amendment 1, Change Order

Source Envelope:

Document Pages: 12

Certificate Pages: 6

AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Status: Sent

Envelope Originator:

Christa Christian

901B Texas Street

Denton, TX 76209

Christa.Christian@cityofdenton.com

IP Address: 198.49.140.10

Record Tracking

Status: Original

7/11/2025 12:32:05 PM

Holder: Christa Christian

Christa.Christian@cityofdenton.com

Location: DocuSign

Signer Events

Christa Christian

christa.christian@cityofdenton.com

Purchasing Supervisor

City of Denton

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signature

Completed

Using IP Address: 198.49.140.10

Timestamp

Sent: 7/11/2025 12:36:20 PM

Viewed: 7/11/2025 12:36:30 PM

Signed: 7/11/2025 12:36:43 PM

Lori Hewell

lori.hewell@cityofdenton.com

Purchasing Manager

City of Denton

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

DS

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

Sent: 7/11/2025 12:36:45 PM

Viewed: 7/11/2025 1:24:24 PM

Signed: 7/11/2025 1:24:52 PM

Marcella Lunn

marcella.lunn@cityofdenton.com

Senior Deputy City Attorney

City of Denton

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

DocuSigned by:

4B070831B4AA438...

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

Sent: 7/11/2025 1:24:55 PM

Viewed: 7/11/2025 4:26:34 PM

Signed: 7/11/2025 5:04:02 PM

Chris Underwood

chris.underwood@1898andco.com

Authorized Agent

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 7/15/2025 3:02:47 PM

ID: 20abad89-8096-4485-98f2-6d26d7ef1a26

Signed by:

063EE78795AE44A...

Signature Adoption: Pre-selected Style

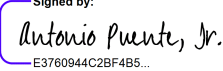
Using IP Address: 141.193.16.157

Sent: 7/11/2025 5:04:04 PM

Resent: 7/15/2025 2:48:23 PM

Viewed: 7/15/2025 3:02:47 PM

Signed: 7/15/2025 3:08:56 PM

Signer Events	Signature	Timestamp
Antonio Puente, Jr. Antonio.Puente@cityofdenton.com DME General Manager Denton Municipal Electric Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/15/2025 3:35:50 PM ID: f4554842-6ff3-48d5-bb81-0d5b224e7a7c	<div>Signed by:  E3760944C2BF4B5...</div> Signature Adoption: Pre-selected Style Using IP Address: 2600:100c:b01e:7c43:61ba:c5b5:67b2:3e0 Signed using mobile	Sent: 7/15/2025 3:08:58 PM Viewed: 7/15/2025 3:35:50 PM Signed: 7/15/2025 3:36:19 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: 7/15/2025 3:36:21 PM
Sara Hensley sara.hensley@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Lauren Thoden lauren.thoden@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

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	<div>COPIED</div>	Sent: 7/11/2025 12:36:45 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 Jerry Looper jerry.looper@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/14/2025 9:49:47 AM ID: caeb78db-f44b-431c-a657-f2a58b25dd76	<div>COPIED</div>	Sent: 7/15/2025 3:36:21 PM Viewed: 7/16/2025 4:45:04 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/11/2025 12:36:20 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:	<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:

- 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.