

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 THE CITY COUNCIL ON MAY 17, 2022, IN THE NOT-TO-EXCEED AMOUNT OF \$751,100.00; SAID FIRST AMENDMENT FOR AN EXTENDED SCOPE, AN ADDITIONAL FULL PLAN SET, AND SERVICES FOR A NEW LIFT STATION FOR THE I-35 SPLIT TO MILAM PHASE II PROJECT FOR THE CAPITAL PROJECTS AND WATER UTILITIES DEPARTMENTS; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7574-010 – PROVIDING FOR AN ADDITIONAL FIRST AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED \$224,300.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$975,400.00).

WHEREAS, on May 17, 2022, City Council awarded a contract to Kimley-Horn and Associates, Inc. in the amount of \$751,100.00, for regulatory permitting/approval support, process evaluation, design services, bidding assistance, construction phase services, and easement acquisition for the I-35 to Milam Creek Phase II Project for the Water Utilities 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 Two Hundred Twenty-Four Thousand Three Hundred and 0/100 (\$224,300.00) 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 \$975,400.00.

SECTION 2. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____. This ordinance was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Paul Meltzer, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Chris Watts, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2023.

GERARD HUDSPETH, MAYOR

ATTEST:
JESUS SALAZAR, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn
Digitally signed by Marcella Lunn
DN: cn=Marcella Lunn, o, ou=City
of Denton,
email=marcella.lunn@cityofdenton.com, c=US
Date: 2023.08.25 13:23:47 -05'00'



Docusign City Council Transmittal Coversheet

PSA	7574-010
File Name	I-35 Split to Milam Phase 2 - Amendment #1
Purchasing Contact	Cori Power
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 KIMLEY-HORN AND ASSOCIATES, INC.
PSA 7574-010**

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS FIRST AMENDMENT TO CONTRACT 7574-010 (“Amendment”) by and between the City of Denton, Texas (“City”) and Kimley-Horn and Associates, Inc. (“Engineer”); to that certain contract executed on May 17, 2022, in the original not-to-exceed amount of \$751,100 (the “Agreement”); for professional services related to the I-35 Split to Milam Phase II 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 \$224,300 with this Amendment for an aggregate not-to-exceed amount of \$975,400; 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 I-35 Split to Milam Phase II 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, a total fee, including reimbursement for non-labor expenses an amount not to exceed \$224,300.
2. This Amendment modifies the Agreement amount to provide an additional \$224,300 for the additional services with a revised aggregate not to exceed total of \$975,400.

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: _____

SARA HENSLEY
CITY MANAGER

By: _____

DocuSigned by:

John Atkins

2597303FA77F4216...

AUTHORIZED SIGNOR, TITLE

ATTEST:

JESUS SALAZAR, CITY SECRETARY

BY: _____

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

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

DocuSigned by:

BY: *Marcella Lunn*

4B070831B4AA438...

DocuSigned by:

Trevor Crain, PMP

7B46FEAB11B64F2...

SIGNATURE

Trevor Crain, PMP

PRINTED NAME

rector of Capital Projects

TITLE

Capital Projects

DEPARTMENT

Exhibit A
**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT
ADDITIONAL SERVICES**

Professional Services Agreement:
**I-35 - SPLIT TO MILAM PHASE 2
GANZER LIFT STAITON AND GRAVITY SEWER/FORCE MAIN
Amendment Scope of Services**

This is Amendment Number 01 to the Professional Service Agreement (7574-010) between Kimley-Horn and Associates, Inc. (ENGINEER) and the City of Denton (City) executed on May 17, 2022.

Scope of Services

This project was originally intended to be bid and constructed as a single construction set, along with the I-35 Utility Relocations. There are now two (2) separate I-35 utility relocation projects, as well as two (2) projects to be bid and constructed under this contract. Due to recent developments, the original corridor for design and proposed easement were no longer were feasible, thus there was a need for additional survey and design phase services for the gravity and force main sewers. The CITY has requested that the ENGINEER perform the following additional services:

Task 4 – FINAL DESIGN

A. Final Waterline and Sanitary Sewer Design

1. Provide additional Preliminary/Final plan and profile drawings preparation for an addition of approximately 500 linear feet water main, 330 linear feet of 12-inch sanitary sewer force main, and 400 feet of 18-inch through 33-inch gravity sanitary sewer line.

Task 6 – BID PHASE SERVICES

A. Bid Phase Services

1. Provide electronic bid documents to the City purchasing department for bidding.
2. Provide the Notice to Bidders to the City for publication. The City will be responsible for publication of the notice. The City will be responsible for distribution of the bidding documents to prospective contractors, suppliers and plan rooms.
3. The following assistance will be provided to the City during the bidding phase:
 - a. Preparation of addenda and delivery to City for distribution to plans holders.
 - b. Responses to questions submitted by plans holders.
 - c. Attend bid opening facilitated by City.
 - d. Preparation of bid tabulation.
 - e. Preparation of recommendation of award letter.
4. Conformance plans and specifications

Amendment No. 1

I-35 - SPLIT TO MILAM PHASE 2

GANZER LIFT STAITON AND GRAVITY SEWER/FORCE MAIN

July 28, 2023

- a. Based on potential questions and addenda from the bidding phase, prepare conformance set of plans and specifications to be used during construction.
 - i. Provide up to four (4) sets to City for execution.

Task 7 – CONSTRUCTION PHASE SERVICES

A. Construction Phase Services

1. Pre-Construction Conference
 - a. Prepare for and attend a pre-construction conference prior to commencement of Work at the Site
2. Site Visits
 - a. Visit the construction site up to twelve (12) times during construction to perform construction observation. 12 months construction time is assumed.
 - b. Site Visits are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgement.
 - c. Based on information obtained during site visits, ENGINEER will determine if Contractor's work is generally proceeding in accordance with the Contract Documents, and ENGINEER will keep CITY informed of the general progress of the work.
 - d. Hold monthly meetings with the contractor, either on site or off site for up to twelve (12) meetings.
3. Recommendations with Respect to Defective Work
 - a. Provide recommendations to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of site visit evaluations, ENGINEER believes such work will not produce a completed Project that conforms generally to Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Notwithstanding the foregoing, the City reserves the right to disapprove or reject Contractor's work without a recommendation from the ENGINEER.
4. Clarifications and Interpretations
 - a. Issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field orders authorizing variations from the requirements of the Contract Documents will be made by City.
5. Change Orders

- a. Recommend change orders to City, as appropriate.
 - b. Review and make recommendations related to Change Orders submitted or proposed by the Contractor.
6. Shop Drawings and Samples
 - a. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. Assumes up to thirty (30) shop drawings.
7. Substitutes and “or-equal”
 - a. Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
 - b. Provide recommendations to City
8. Inspections and Tests
 - a. Review certificates of inspections and tests within ENGINEER’s area of responsibility for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER will be entitled to rely on the results of such tests and facts being certified. The scope of services assumes the pumps and motors will go through a non-witnessed factory test. Attending testing will be considered additional services.
9. Disagreements between City and Contractor
 - a. As necessary, ENGINEER will, with reasonable promptness, render initial written decision on all claims of City and Contractor relating to the acceptability of Contractor’s work or the interpretation of the requirements of the Contract Documents pertaining to the progress of the Contractor’s work. In rendering such decisions, ENGINEER will be fair and not show partiality to City or Contractor and will not be liable in connection with any decision rendered in good faith in such capacity. The initial decision of the ENGINEER shall be required as a condition precedent to mediation or litigation of any claim arising prior to the date final payment is due to the Contractor, unless thirty (30) days have passed after a claim has been referred to the ENGINEER with no decision having been rendered.
10. Final Walkthrough and Punchlist Preparation

- a. Attend final walkthrough with Contractor and City to determine if the completed work of Contractor is generally in accordance with the Contract Documents.
 - i. Limitation of Responsibilities: The ENGINEER will not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual entity performing or furnishing the work. ENGINEER will not have the authority or responsibility to stop the work of any Contractor.
- b. Compile punch list from information gathered during final walkthrough with City and Contractor.

Task 10 – SURVEY AND EASEMENTS

A. Design Survey

1. Provide an additional 7,000 linear feet of topographic survey due to a change in alignment. Survey will be provided per the previously authorized scope items.

Task 15 – LIFT STATION BID PHASE SERVICES

A. Bid Phase Services

1. Provide electronic bid documents to the City purchasing department for bidding.
2. Provide the Notice to Bidders to the City for publication. The City will be responsible for publication of the notice. The City will be responsible for distribution of the bidding documents to prospective contractors, suppliers and plan rooms.
3. The following assistance will be provided to the City during the bidding phase:
 - a. Preparation of addenda and delivery to City for distribution to plans holders.
 - b. Responses to questions submitted by plans holders.
 - c. Attend bid opening facilitated by City.
 - d. Preparation of bid tabulation.
 - e. Preparation of recommendation of award letter.
4. Conformance plans and specifications
 - a. Based on potential questions and addenda from the bidding phase, prepare conformance set of plans and specifications to be used during construction.
 - ii. Provide up to four (4) sets to City for execution.

Task 16 – LIFT STATION CONSTRUCTION PHASE SERVICES

A. Construction Phase Services

1. Pre-Construction Conference
 - a. Prepare for and attend a pre-construction conference prior to commencement of Work at the Site

2. Site Visits

- a. Visit the construction site up to twelve (12) times during construction to perform construction observation. 12 months construction time is assumed.
- b. Site Visits are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgement.
- c. Based on information obtained during site visits, ENGINEER will determine if Contractor's work is generally proceeding in accordance with the Contract Documents, and ENGINEER will keep CITY informed of the general progress of the work.
- d. Hold monthly meetings with the contractor, either on site or off site for up to twelve (12) meetings.

3. Recommendations with Respect to Defective Work

- a. Provide recommendations to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of site visit evaluations, ENGINEER believes such work will not produce a completed Project that conforms generally to Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Notwithstanding the foregoing, the City reserves the right to disapprove or reject Contractor's work without a recommendation from the ENGINEER.

4. Clarifications and Interpretations

- a. Issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field orders authorizing variations from the requirements of the Contract Documents will be made by City.

5. Change Orders

- a. Recommend change orders to City, as appropriate.
- b. Review and make recommendations related to Change Orders submitted or proposed by the Contractor.

6. Shop Drawings and Samples

- a. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences,

schedules, or procedures of construction or to related safety precautions and programs. Assumes up to fifty (50) shop drawings.

- b. Substitutes and “or-equal”
- c. Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- d. Provide recommendations to City

7. Inspections and Tests

- a. Review certificates of inspections and tests within ENGINEER’s area of responsibility for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER will be entitled to rely on the results of such tests and facts being certified. The scope of services assumes the pumps and motors will go through a non-witnessed factory test. Attending testing will be considered additional services.
- b. Disagreements between City and Contractor
- c. As necessary, ENGINEER will, with reasonable promptness, render initial written decision on all claims of City and Contractor relating to the acceptability of Contractor’s work or the interpretation of the requirements of the Contract Documents pertaining to the progress of the Contractor’s work. In rendering such decisions, ENGINEER will be fair and not show partiality to City or Contractor and will not be liable in connection with any decision rendered in good faith in such capacity. The initial decision of the ENGINEER shall be required as a condition precedent to mediation or litigation of any claim arising prior to the date final payment is due to the Contractor, unless thirty (30) days have passed after a claim has been referred to the ENGINEER with no decision having been rendered.

8. Final Walkthrough and Punchlist Preparation

- a. Attend final walkthrough with Contractor and City to determine if the completed work of Contractor is generally in accordance with the Contract Documents.
- b. Limitation of Responsibilities: The ENGINEER will not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual entity performing or furnishing the work. ENGINEER will not have the authority or responsibility to stop the work of any Contractor.
- c. Compile punch list from information gathered during final walkthrough with City and Contractor.

SCHEDULE

At a mutually agreed upon date.

Compensation

The additional services described above will be accommodated by increasing the contract amount by \$224,300. The following table summarizes the revised contract amount:

Task	Original Contract	Amendment No. 1	Revised Contract
Task 1 – Design Management	\$5,500	-	\$5,500
Task 2 – Alignment Study	\$19,700	-	\$19,700
Task 3 – Preliminary Design	\$142,000	-	\$142,000
Task 4 – Final Design	\$98,600	\$22,700	\$121,300
Task 5 – Construction Contract Documents	\$4,600	-	
Task 6 – Bid Phase Services	\$3,800	\$12,200	\$16,000
Task 7 – Construction Phase Services	\$6,600	\$61,100	\$67,700
Task 8 – Record Drawings Preparation	\$5,000	-	
Task 9 – Permitting	\$50,200	-	\$50,200
Task 10 – Survey and Easements	\$80,100	\$25,300	\$105,400
Task 11 – Easement Acquisition Services	\$80,800	-	\$80,800
Task 12 – Conflict Analysis	N/A	-	-
Task 13 – Lift Station Preliminary Engineering Report (PER)	\$26,000	-	\$26,000
Task 14 – Lift Station Prelim/Final Design	\$184,300	-	\$184,300
Task 15 – Lift Station Bid Phase Services	\$6,300	\$28,900	\$35,200
Task 16 – Lift Station Const. Phase Services	\$37,600	\$74,100	\$111,700
Totals:	\$751,100	\$224,300	\$975,400

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: John Atkins, Vice President .

Date: _____

Date: 07/28/2023 _____

Certificate Of Completion

Envelope Id: 16EE7E28AD0E43B79728C84141D8A9B7

Status: Sent

Subject: Please DocuSign: City Council Contract 7574-010 I35 Split to Milam Phase II Amendment #1

Source Envelope:

Document Pages: 11

Signatures: 3

Envelope Originator:

Certificate Pages: 6

Initials: 1

Cori Power

AutoNav: Enabled

901B Texas Street

Envelopel Stamping: Enabled

Denton, TX 76209

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

cori.power@cityofdenton.com

IP Address: 198.49.140.104

Record Tracking

Status: Original

Holder: Cori Power

Location: DocuSign

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cori.power@cityofdenton.com

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

Cori Power

Completed

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cori.power@cityofdenton.com

Viewed: 8/21/2023 7:20:54 PM

Purchasing Supervisor

Signed: 8/21/2023 7:21:06 PM

City of Denton

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(None)**Electronic Record and Signature Disclosure:**
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Lori Hewell



Sent: 8/21/2023 7:21:07 PM

lori.hewell@cityofdenton.com

Viewed: 8/22/2023 7:44:59 AM

Purchasing Manager

Signed: 8/22/2023 7:45:38 AM

City of Denton

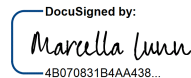
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Marcella Lunn



Sent: 8/22/2023 7:45:41 AM

marcella.lunn@cityofdenton.com

Viewed: 8/23/2023 10:08:28 AM

Mack Reinwand City Attorney

Signed: 8/23/2023 10:15:23 AM

City of Denton

Signature Adoption: Pre-selected Style

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(None)

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Electronic Record and Signature Disclosure:
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John Atkins



Sent: 8/23/2023 10:15:24 AM

john.atkins@kimley-horn.com

Viewed: 8/23/2023 9:21:07 PM

Vice President

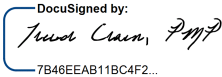
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Signer Events	Signature	Timestamp
<p>Trevor Crain, PMP</p> <p>Trevor.Crain@cityofdenton.com</p> <p>rector of Capital Projects</p> <p>City of Denton</p> <p>Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:</p>  <p>7B46EEAB11BC4F2...</p> <p>Signature Adoption: Pre-selected Style</p> <p>Using IP Address: 198.49.140.10</p>	<p>Sent: 8/23/2023 9:21:38 PM</p> <p>Viewed: 8/24/2023 8:16:28 AM</p> <p>Signed: 8/24/2023 8:16:58 AM</p>

Electronic Record and Signature Disclosure:

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Cheyenne Defee

cheyenne.defee@cityofdenton.com

Procurement Administration Supervisor

City of Denton

Security Level: Email, Account Authentication (None)

Sent: 8/24/2023 8:17:03 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Sara Hensley

sara.hensley@cityofdenton.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Jesus Salazar

jesus.salazar@cityofdenton.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Cheyenne Defee

cheyenne.defee@cityofdenton.com

Procurement Administration Supervisor

City of Denton

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

COPIED

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Carbon Copy Events	Status	Timestamp
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Notary Events	Signature	Timestamp
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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:

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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.

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