

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A SIXTH AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DENTON AND NELSON + MORGAN ARCHITECTS, INC., AMENDING THE CONTRACT APPROVED BY PURCHASING ON FEBRUARY 13, 2014, IN THE NOT-TO-EXCEED AMOUNT OF \$24,840.00, AMENDED BY AMENDMENTS 1-5 APPROVED BY PURCHASING AND CITY COUNCIL, SAID SIXTH AMENDMENT TO PROVIDE ADDITIONAL DESIGN SERVICES FOR THE BASE PROJECT AND ADDITIONAL DESIGN SERVICES OF THE HVAC SYSTEM AT FLEET MAINTENANCE; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 5497 – PROVIDING FOR AN ADDITIONAL SIXTH AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED \$171,299.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$541,698.97).

WHEREAS, on February 13, 2014, Purchasing awarded a Professional Services Agreement to Nelson + Morgan Architects, Inc., in the amount of \$24,840.00 for design services for the Fleet Services Facility Expansion; and

WHEREAS, on August 27, 2015, Purchasing awarded a First Amendment to Nelson + Morgan Architects, Inc., in the amount of \$20,073.09, for additional design services for the Fleet Services Facility for the Solid Waste Department; and

WHEREAS, on October 18, 2016, by Ordinance No. 2016-329, City Council awarded a Second Amendment to Nelson + Morgan Architects, Inc., in the amount of \$158,035.00, to provide additional design services for 12 service bays at Fleet Maintenance; and

WHEREAS, on December 11, 2018, by Ordinance No. 18-2076, City Council awarded a Third Amendment to Nelson + Morgan Architects, Inc., in the amount of \$139,871.88, to provide additional design services for 12 service bays at Fleet Maintenance; and

WHEREAS, on April 23, 2021, Purchasing awarded a Fourth Amendment to Nelson + Morgan Architects, Inc., in the amount of \$9,320.00, to provide additional design services for 12 service bays at Fleet Maintenance; and

WHEREAS, on May 24, 2021, Purchasing awarded a Fifth Amendment to Nelson + Morgan Architects, Inc., in the amount of \$18,260.00, to provide additional design services for 12 service bays at Fleet Maintenance; and

WHEREAS, this procurement was undertaken as part of the City's governmental function; and

WHEREAS, the additional fees under the proposed Sixth 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 Sixth Amendment, increasing the amount of the contract between the City and Nelson + Morgan Architects, Inc., which is on file in the office of the Purchasing Agent, in the amount of One Hundred Seventy-One Thousand Two Hundred Ninety-Nine and 0/100 (\$171,299.00) 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 \$541,698.97.

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
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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 _____, 2024.

GERARD HUDSPETH, MAYOR

ATTEST:
JESUS SALAZAR, CITY SECRETARY

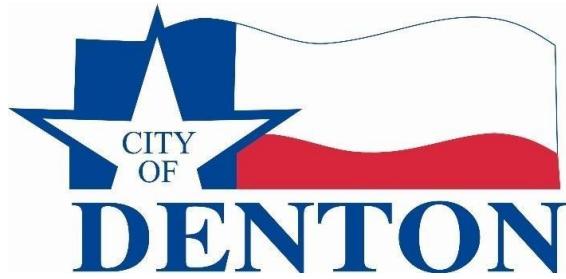
BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY:

Marcella Lunn

Digitally signed by Marcella Lunn
DN: dc=com, dc=cityofdenton,
dc=codad, ou=Department Users
and Groups, ou=General
Government, ou=Legal,
cn=Marcella Lunn,
email=Marcella.Lunn@cityofdenton.com
Date: 2024.03.08 13:06:30 -06'00'



DocuSign City Council Transmittal Coversheet

PSA	5497
File Name	Fleet Services Facility Expansion Design Amendment #6
Purchasing Contact	Cori Power
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

THE STATE OF TEXAS
COUNTY OF DENTON

**SIXTH AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND NELSON+MORGAN ARCHTECTS, INC.
PSA 5497**

THIS SIXTH AMENDMENT TO CONTRACT (this “Sixth Amendment”) by and between the City of Denton, Texas (the “City”) and Nelson+Morgan Architects, Inc. (“Nelson+Morgan”) to that certain Contract executed on February 13, 2014, in the original not-to-exceed amount of \$24,840 (the “Original Agreement”); amended on August 27, 2015 in the additional amount of \$20,073.09 aggregating a not-to-exceed amount of \$44,913.09 (the “First Amendment”); amended on October 18, 2016 in the additional amount of \$158,035 aggregating a not-to-exceed amount of \$202,948.09 (the “Second Amendment”); amended on December 11, 2018 in the additional amount of \$139,871.88 aggregating a not-to-exceed amount of \$342,819.97 (the “Third Amendment”); amended on April 23, 2021 in the additional amount of \$9,320.00 aggregating a not-to-exceed amount of \$352,139.97 (the “Fourth Amendment”); amended on May 24, 2021 in the additional amount of \$18,260.00 aggregating a not-to-exceed amount of \$370,399.97 (the “Fifth Amendment”) (collectively, the Original Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and the Fifth Amendment are the “Agreement”) for services related to the architectural and engineering design services for the Fleet Services Facility Expansion project.

WHEREAS, the City deems it necessary to further expand the services provided by Architect to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount \$171,299.00 with this Amendment for an aggregate not-to-exceed amount of \$541,698.97; and

FURTHERMORE, the City deems it necessary to further expand the goods/services provided by Architect to the City;

NOW THEREFORE, the City and Architect (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 Fleet Services Facility Expansion project, are hereby authorized to be performed by Architect. For and in consideration of the additional services to be performed by Architect, 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 \$171,299.00.

2. This Amendment modifies the Agreement amount to provide an additional \$171,299.00 for the additional services with a revised aggregate not to exceed total of \$541,698.97.

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 Architect, have each executed this Amendment electronically, by and through their respective duly authorized representatives and officers on this date _____.

“ARCHITECT”

NELSON+MORGAN ARCHTECTS,
INC.

DocuSigned by:
By:  President
3AF22A765DFF4A6
AUTHORIZED SIGNATURE, TITLE

“CITY”

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

DocuSigned by:
By:  Marcella Lunn
4B070831B4AA438...

ATTEST:
JESUS SALAZAR, CITY SECRETARY

By: _____

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

DocuSigned by:
 Trevor Crain, PMP
SIGNATURE PRINTED NAME

Director of Capital Projects

TITLE

Engineering Services

DEPARTMENT



N E L S O N + M O R G A N

A R C H I T E C T S , I N C .

October 5, 2023

Exhibit A

Aaron Skinner
Project Manager
City of Denton
Via email: aaron.skinner@cityofdenton.com

RE: Fleet Services Expansion
Additional Services – HVAC installation in Existing
building, PR#6, PR#7, PR#8, PR#9, PR#11, Construction
Administration
NMA Project No. 18014
City of Denton PSA 5497

Aaron, below are the Additional Services necessary for us to design the HVAC system for the Fleet Services Expansion. I have also included the additional services for PR#6, PR#7, PR#8, PR#9, PR#11, and construction administration services.

Architectural Proposal for HVAC Installation in Existing Building

1. Introduction:

We are pleased to submit our proposal for the addition of HVAC units to the existing building in compliance with the 2021 Energy Code. This will entail wall and ceiling insulation upgrades, structural designs for roof-mounted unit placements, and an informed opinion on probable costs. The existing HVAC systems will remain as they are.

2. Project Scope:

2.1 HVAC Installation

- Evaluate current ventilation and thermal needs.
- Selection of compatible HVAC units.
- Identification of installation sites, ensuring minimal disruption.

2.2 Insulation Upgrade:

- Selection and installation of wall and ceiling insulation materials, as mandated by the 2021 Energy Code.
- Selection of suitable insulation materials based on regional requirements and building characteristics.

2.3 Structural Considerations:

- Structural assessment of the existing roof to ensure its capability to support new HVAC units.
- Designing reinforcements or load redistributions, if necessary.

3. Opinion of Probable Cost:

Proposal – Fleet Services Additional Services
October 5, 2023
Page 2 of 4

An itemized estimation will include:

- Costs of HVAC equipment and their installation.
- Insulation material and associated installation expenses.
- Structural modifications, if required.
- Additional expenses like electrical, plumbing, or ductwork adjustments.
- Contingencies.

4. Additional Services (As Additive Alternates at the City of Denton's Option):

4.1 Permitting:

- Coordination with local authorities.
- Submission of necessary documents and designs for permit approvals.
- Attending city meetings or reviews if required.

4.2 Construction Administration:

- Coordination and quality control with contractors.
- Regular site inspections over an assumed duration of six months.
- Handling issues and offering timely resolutions.
- Reviewing and validating contractor's applications for payment.
- Overseeing the completion, including certificates, warranties, and the handover process.

5. Timeline:

- Site Surveying: 1 week.
- Construction Documents: 6 weeks.
- Construction Administration: assume 6 months (if opted for by the City of Denton)

6. Architect's Scope of Services:

Inclusions:

- Site survey and data collection.
- Wall and ceiling insulation recommendations and design.
- Coordination with HVAC, and structural consultants.
- Production of construction documents, including drawings and specifications.
- Regular coordination meetings with the client and associated contractors.

Exclusions:

- HVAC equipment or insulation material procurement.
- Fees for any third-party testing or inspections.
- Electrical or plumbing alterations not directly associated with the HVAC installation.
- Ongoing maintenance or post-warranty repairs of the HVAC system.

8. Next Steps:

Please review and share feedback or modifications required. Upon agreement, we'll commence with the site surveying and move forward as per the mentioned timeline.

Proposal – Fleet Services Additional Services
 October 5, 2023
 Page 3 of 4

ADDITIONAL SERVICES - Fleet Services HVAC			
Basic Services			
Arch			\$ 15,000.00
MEP			\$ 38,000.00
Structural			\$ 2,500.00
Estimating			\$ 3,000.00
TOTAL BASIC SERVICES			\$ 58,500.00
Add Alternate Services			
Permitting			\$ 3,500.00
Construction Administration - assume 6 months			
Arch			\$ 15,000.00
MEP			\$ 7,500.00
SUBTOTAL			\$ 22,500.00
TOTAL ADDITIONAL SERVICE			\$ 84,500.00

PR #6 – Access Control

ADDITIONAL SERVICES - PR #6 ACCESS CONTROL			
Basic Services			
PM	30.5 hrs	\$ 132.00 /hr	\$ 4,026.00
Drafting	hrs	\$ 100.00 /hr	
Principal	hrs	\$ 200.00 /hr	
TOTAL ADDITIONAL SERVICE			\$ 4,026.00

PR#7, #8, #9 – Compressor, Oil Distribution, IDF

Basic Services	PR #7 Compressor				PR #8 Oil Distribution				PR #9 IDF			
Principal	1	hrs	\$ 200	/hr	\$ 200	0.5	hrs	\$ 200	/hr	\$ 100	0.5	hrs
Project Manager	19.75	hrs	\$ 132	/hr	\$ 2,607	11	hrs	\$ 132	/hr	\$ 1,452	6	hrs
Drafting	4	hrs	\$ 100	/hr	\$ 400	1	hrs	\$ 100	/hr	\$ 100	hrs	\$ 100
Subtotal					\$ 3,207					\$ 1,652		
Subconsultants												
MEP Engineer	40	hrs	\$ 170	/hr	\$ 6,800				3	hrs	\$ 170	/hr
Markup			20%		\$ 1,360					20%	\$ 510	\$ 102
Total					\$ 11,367					\$ 1,652		
TOTAL ADDITIONAL SERVICE												

Proposal – Fleet Services Additional Services
 October 5, 2023
 Page 4 of 4

PR#11 – Wash Bay Equipment

ADDITIONAL SERVICES - PR #11 WASH BAY EQUIPMENT				
Basic Services				
PM	8 hrs	\$ 132.00 /hr		\$ 1,056.00
Drafting	hrs	\$ 100.00 /hr		
Principal	hrs	\$ 200.00 /hr		
Subconsultants				
HPMB				
Principal	1 hrs	\$ 220.00		\$ 220.00
Design Engineer	4 hrs	\$ 170.00		\$ 680.00
Drafting	1 hrs	\$ 95.00		\$ 95.00
Lobsinger & Potts				
markup		20%		\$ 199.00
TOTAL ADDITIONAL SERVICE				\$ 2,250.00

Construction Administration

ADDITIONAL SERVICES - CONSTRUCTION ADMINISTRATION				
Construction Administration	Principal	PM	Staff	Staff
6/1/22-5/22/23	Pre Construction Meeting	3.50	3.50	\$ 1,162.00
	OAC Meetings	9.25	32.75	\$ 6,173.00
	Submittal Review/ASIs/PCOs/Punch	41.11	258.50	\$ 42,644.00
TOTAL			3.00	\$ 49,979.00
5/23/23-11/30/2023	OAC Meetings	3.00	21.00	\$ 3,447.00
	Submittal Review/ASIs/PCOs/Punch	48.71	128.25	\$ 26,671.00
TOTAL				\$ 30,118.00
	Rate	200 /hr	132 /hr	100 /hr
DISCOUNT				\$ (14,097.00)
TOTAL ADDITIONAL SERVICE				\$ 66,000.00

Additional Services Summary

ADDITIONAL SERVICES - FLEET SERVICES				
HVAC				\$ 84,500.00
PR#6 - Access Control				\$ 4,026.00
PR#7 - Compressor				\$ 11,367.00
PR#8 - Oil Distribution				\$ 1,652.00
PR#9 - IDF				\$ 1,504.00
PR#11 - Wash Bay				\$ 2,250.00
Construction Administration				\$ 66,000.00
TOTAL ADDITIONAL SERVICES				\$ 171,299.00

If you have any questions, please don't hesitate to give me a call.



Kelly D. Morgan, President

Certificate Of Completion

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Status: Sent

Subject: Please DocuSign: City Council Contract 5497 Fleet Services Facility Expansion Design Amendment #6

Source Envelope:

Document Pages: 7

Signatures: 3

Envelope Originator:

Certificate Pages: 6

Initials: 1

Cori Power

AutoNav: Enabled

Enveloped Stamping: Enabled

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

901B Texas Street

Denton, TX 76209

cori.power@cityofdenton.com

IP Address: 198.49.140.104

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Status: Original

2/29/2024 6:55:34 PM

Holder: Cori Power

cori.power@cityofdenton.com

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

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Lori Hewell



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lori.hewell@cityofdenton.com

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Purchasing Manager

City of Denton

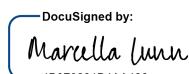
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Marcella Lunn



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marcella.lunn@cityofdenton.com

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Senior Deputy City Attorney

City of Denton

Security Level: Email, Account Authentication
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Kelly Morgan



Sent: 3/6/2024 10:44:33 AM

Kmorgan@nelsonmorgan.com

Viewed: 3/6/2024 10:46:03 AM

President

Security Level: Email, Account Authentication
(None)Signature Adoption: Uploaded Signature Image
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Signed: 3/6/2024 10:47:44 AM

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Signer Events	Signature	Timestamp
Trevor Crain, PMP Trevor.Crain@cityofdenton.com Director of Capital Projects City of Denton Security Level: Email, Account Authentication (None)	<p>DocuSigned by:  7B46EEAB11BC4F2...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10</p>	Sent: 3/6/2024 10:47:48 AM Viewed: 3/6/2024 10:52:29 AM Signed: 3/6/2024 10:53:21 AM
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Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)		Sent: 3/6/2024 10:53:24 AM
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Sara Hensley sara.hensley@cityofdenton.com Security Level: Email, Account Authentication (None)		
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Jesus Salazar jesus.salazar@cityofdenton.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
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Editor Delivery Events	Status	Timestamp
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Intermediary Delivery 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)	COPIED	Sent: 2/29/2024 7:02:08 PM
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Carbon Copy Events	Status	Timestamp
<p>Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>Aaron Skinner Aaron.Skinner@cityofdenton.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 2/29/2024 9:48:09 AM ID: 2ea99c06-680b-4a4d-b862-2925d2f211a3</p>	COPIED	<p>Sent: 3/6/2024 10:53:23 AM Viewed: 3/6/2024 1:04:23 PM</p>
Witness Events		
Notary Events		
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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.

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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, 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">•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.