

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A SECOND 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 NOVEMBER 19, 2024, IN THE NOT-TO-EXCEED AMOUNT OF \$434,596.00; AMENDED BY AMENDMENT 1 APPROVED BY CITY COUNCIL; SAID SECOND AMENDMENT TO PROVIDE ADDITIONAL PROJECT SUPPORT SERVICES AND MAXIMO SUPPORT SPECIALISTS FOR DENTON MUNICIPAL ELECTRIC; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7804-015 – PROVIDING FOR AN ADDITIONAL SECOND AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED \$601,448.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$1,181,092.00).

WHEREAS, on November 19, 2024, by Ordinance No. 24-2217, the City awarded a contract to Burns & McDonnell Engineering Company, Inc., in the amount of \$434,596.00, to provide project support services and Maximo support specialists for Denton Municipal Electric; and

WHEREAS, on September 30, 2025, City Council awarded a First Amendment to Burns & McDonnell Engineering Company, Inc., in the amount of \$145,048.00, to provide project support services and Maximo support specialists for Denton Municipal Electric; and

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

WHEREAS, the additional fees under the proposed Second 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 Second 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 One Thousand Four Hundred Forty-Eight and 0/100 (\$601,448.00) Dollars, is hereby approved, and the expenditure of funds therefor is hereby authorized in accordance with said amendment which shall be attached hereto. The total contract amount increases to \$1,181,092.00.

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 _____, 2026.

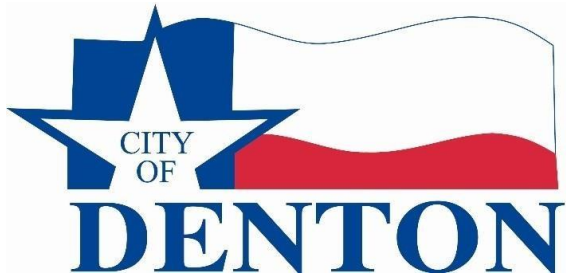
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush



Docusign City Council Transmittal Coversheet

PSA	7804-015
File Name	Maximo Specialist, Amendment 2
Purchasing Contact	Christa Christian
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

**SECOND AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND BURNS & MCDONNELL ENGINEERING COMPANY, INC.,
PSA 7804-015**

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS SECOND AMENDMENT TO CONTRACT 7804-015 (“Amendment”) by and between the City of Denton, Texas (“City”) and BURNS & MCDONNELL ENGINEERING COMPANY, INC., (“Engineer”); to that certain contract executed on November 19, 2024, in the original not-to-exceed amount of \$434,596 (the “Original Agreement”); amended on September 30, 2025 in the additional amount of \$145,048 aggregating a not-to-exceed amount of \$579,644.00 (the “First Amendment”) (Collectively, the Original Agreement and the First Amendment are the “Agreement”); for services related to Project Support Services - Maximo Support Specialist.

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 \$601,448.00 with this Amendment for an aggregate not-to-exceed amount of \$1,181,092.00 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 Project Support Services - Maximo Support Specialist 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” to this Amendment, a total fee, including reimbursement for non-labor expenses an amount not to exceed \$601,448.00.
2. This Amendment modifies the Agreement amount to provide an additional \$601,448 for the additional services with a revised aggregate not to exceed total of \$1,181,092.00.

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”

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By:

CASSEY OGDEN, INTERIM CITY
MANAGER

ATTEST:

By:

“Engineer”

BURNS & MCDONNELL
ENGINEERING COMPANY, INC.

By: Signed by:
Ben Frenich
3EA6D29B9B3749A...

AUTHORIZED SIGNOR, TITLE

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By: Signed by:
Leah Bush
3A0254145BDA409...

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.
E3760944C2BE495...
SIGNATURE PRINTED NAME

DME General Manager

TITLE

Electric

DEPARTMENT

EXHIBIT A



Change Order 02

Maximo Support Specialist Project Support Services

Submitted To: Denton Municipal Electric

Date: December 22th, 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. 7804-015-02

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

Project Name: 7804-015 Maximo Support Specialist - Project Support Services

BMcD Project No.: 178019

Client: CITY OF DENTON, TX

Contract: 7804-015

PO: 209207

The below noted modification(s) to 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 perform enhancements and provide technical support services for Maximo (MAS Manage). This involves supporting the DME's ongoing implementation of MAS Manage. The Supplier resources will work on behalf of DME to provide technical support, including defect remediation, configuration, testing, and migrations to help DME and its system implementation partner achieve the project objectives.

Supplier Maximo Solution Architects and Maximo Consultants will provide the following services:

- Develop solutions for assigned defects and enhancements, including requirements, process flows and design documents
- Prepare schedule for assigned defects and enhancements, as required
- Thoroughly test fixes & enhancements in lower environments prior to migrating to production
- Support business users to facilitate UAT testing of the solution
- Track and address issues raised, or changes requested by business users during UAT or post-production, and resolve them
- Assist with training material preparation and training users as required
- Prepare a release document with detailed deployment steps for production deployment
- Support the deployment of the solution (application and infrastructure) to the production environment
- Develop and maintain the technical design and deployment documents as per the changes
- Communicate issues related to architecture, design and technical implementation to DME
- Review detailed technical and deployment specifications provided by DME and/or System Implementation partner
- Coordinating with other project and technical leads to verify that cross-project technical and solution dependencies and impacts are identified and managed appropriately



- Perform and support other project-related tasks as required by the project
- Open and manage cases with IBM for product-related issues and clarifications
- Provide a weekly/monthly status report to DME project stakeholders

The Supplier will provide the above services per the schedule shown below. This schedule aligns with the current overall project schedule

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

Details	Price Estimate
Professional Services Total Fees	\$591,448
Total Expenses	\$10,000
Total Cost	\$601,448

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

Name	Role	Rate Card Level	Hours	Rate	Total
Robb Montgomery	Program Director / Delivery Lead	Director	88	\$ 412	\$ 36,256
Ganesh Murai	Sr. Solution Architect	Consultant	1,040	\$ 318	\$ 330,720
Barry Palakodety	Sr. Solution Architect	Consultant	700	\$ 318	\$ 222,600
Kathi Wiseman	Analyst	Project Support	12	\$ 156	\$ 1,872
				Subtotal	\$ 591,448
				Estimated Expenses	\$ 10,000
				Total Project Fees and Expenses	\$ 601,448

The revised Contract Price is:

Original Contract Price (1,500 hours)	\$ 434,596.00
Total net amount of change Order 1 (T/M) (500 hours)	\$ 145,048.00
Total net amount of this Change Order (T/M) (1,840 hours)	\$ 601,448.00
Current Contract Price, including this Change Order 2 (3,840 hours)	\$ 1,181,092.00

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.

Term



Intending to be legally bound, Client and Supplier have caused their duly authorized representatives to execute this Change Order 2 in the space provided below.

Client/Accepted and Agreed:
Denton Municipal Electric

By: _____

Printed Name: _____

Title: _____

Date: _____

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

Signed by:
By: Ben Frenichs
3EA6D29B9B3749A...

Printed Name: Robert Montgomery

Title: Director

Date: 4/2/2026

CONFLICT OF INTEREST QUESTIONNAIRE -

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a) and by City of Denton Ethics Code, Ordinance 18-757.

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity.

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐

Yes

☐

No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☒ **I have no Conflict of Interest to disclose.**

5 Signed by:

Ben Frenckus

4/2/2026

Signature of Vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
 - (2) the vendor:
 - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
 - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
 - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
 - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

Relative: a family member related to a City Official within the third 3rd degree of affinity (marriage) or consanguinity (blood or adoption)

City Official: for purpose of this article, the term consists of the Council Members, Department Heads, or member of the Board of Ethics, Planning and zoning Commission Members, Board of Adjustment, Historic Landmark Commission, or Public Utilities Board

Vendor: a person who provides or seeks to provide goods, services, and/or real property to the City in exchange for compensation. This definition does not include those property owners from whom the City acquires public right-of-way or other real property interests for public use.

Per the City of Denton Ethics Code, Section 2-273. – Prohibitions

- (3) It shall be a violation of this Article for a Vendor to offer or give a Gift to City Official exceeding fifty dollars (\$50.00) per gift, or multiple gifts cumulatively valued at more than two hundred dollars (\$200.00) per a single fiscal year.

Per the City of Denton Ethics Code, Section 2-282. – Disposition (b), (5) Ineligibility

If the Board of Ethics finds that a Vendor has violated this Article, the Board may recommend to the City Manager that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.

Certificate Of Completion

Envelope Id: FAD90F82-E786-416A-BC03-100F4E11C13F

Subject: Please DocuSign: City Council Contract 7804-015 Maximo Specialist, Amendment 2

Source Envelope:

Document Pages: 9

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: 198.49.140.104

Record Tracking

Status: Original

3/26/2026 3:11:27 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

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Timestamp

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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

Initial

lt

Signature Adoption: Pre-selected Style

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Signed: 3/26/2026 3:27:02 PM

Leah Bush

leah.bush@cityofdenton.com

Assistant City Attorney

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signed by:

Leah Bush

3A6254145BDA469...

Signature Adoption: Pre-selected Style

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Viewed: 3/30/2026 9:44:28 AM

Signed: 3/30/2026 10:55:10 AM

Ben Frerichs

ben.frerichs@1898andco.com

Vice President

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 4/2/2026 7:03:14 AM

ID: 881480a7-b66a-4391-a861-2d4eab74bdf4

Signed by:

Ben Frerichs

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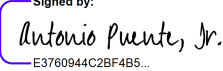
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Viewed: 4/2/2026 7:03:14 AM

Signed: 4/2/2026 7:04:43 AM

Signer Events	Signature	Timestamp
Antonio Puente, Jr. Antonio.Puente@cityofdenton.com DME General Manager Denton Municipal Electric Security Level: Email, Account Authentication (None)	Signed by:  E3760944C2BF4B5... Signature Adoption: Pre-selected Style Using IP Address: 2600:100c:b2af:975c:1ce6:bed9:d8b2:c023 Signed using mobile	Sent: 4/2/2026 7:04:46 AM Viewed: 4/2/2026 8:29:08 AM Signed: 4/2/2026 8:29:26 AM

Electronic Record and Signature Disclosure:
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ID: 4c89ca66-7485-4b5a-adb7-7efc4e328460

Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)	Sent: 4/2/2026 8:29:29 AM
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Electronic Record and Signature Disclosure:
Not Offered via Docusign

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

Electronic Record and Signature Disclosure:
Not Offered via Docusign

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

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
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)	COPIED	Sent: 3/26/2026 3:22:10 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Robb Montgomery robb.montgomery@1898andco.com Director Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/30/2026 10:55:13 AM Viewed: 3/30/2026 10:56:15 AM
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Carbon Copy Events	Status	Timestamp
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Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/2/2026 8:29:29 AM Viewed: 4/2/2026 8:56:49 AM
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: 3/31/2026 7:25:37 AM ID: ecd65beb-83e8-4ae5-a578-f2f89d36b3e9		
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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:

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;
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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
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** 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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