

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 FREESE AND NICHOLS, INC., AMENDING THE CONTRACT APPROVED BY CITY COUNCIL ON OCTOBER 22, 2024, IN THE NOT-TO-EXCEED AMOUNT OF \$21,000,000.00; SAID FIRST AMENDMENT TO EXTEND THE REQUIRED PILOT STUDY FOR THE RAY ROBERTS WATER TREATMENT PLANT EXPANSION PROJECT FOR THE WATER UTILITIES DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7574-029 – PROVIDING FOR AN ADDITIONAL FIRST AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED \$184,000.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$21,184,000.00).

WHEREAS, on October 22, 2024, City Council awarded a contract to Freese and Nichols, Inc. in the amount of \$21,000,000.00, for regulatory permitting, process evaluation, and design services for the Ray Roberts Water Treatment Plant Expansion 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 Freese and Nichols, Inc., which is on file in the office of the Purchasing Agent, in the amount of One Hundred Eighty-Four Thousand and 0/100 (\$184,000.00) Dollars, is hereby approved, and the expenditure of funds therefor is hereby authorized in accordance with said amendment which shall be effective upon the execution of the amendment attached hereto. The total contract amount increases to \$21,184,000.00.

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

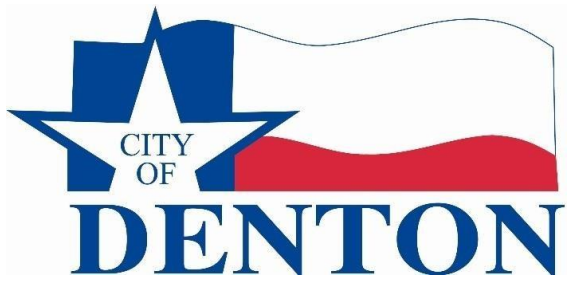
ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush

Marcella Lunn



Docusign City Council Transmittal Coversheet

PSA	7574-029
File Name	RRWTP Expansion Amendment 1
Purchasing Contact	Erica Garcia
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 FREESE AND NICHOLS, INC.
PSA 7574-029**

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS FIRST AMENDMENT TO CONTRACT 7574-029 (“Amendment”) by and between the City of Denton, Texas (“City”) and Freese and Nichols, Inc. (“Engineer”); to that certain contract executed on October 22, 2024, in the original not-to-exceed amount of \$21,000,000 (the “Agreement”); for services related to Ray Roberts Water Treatment Plant Expansion.

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 \$184,000 with this Amendment for an aggregate not-to-exceed amount of \$21,184,000; 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 Ray Roberts Water Treatment Plant Expansion, 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” purposes, a total fee, including reimbursement for non-labor expenses an amount not to exceed \$184,000.
2. This Amendment modifies the Agreement amount to provide an additional \$184,000 for the additional services with a revised aggregate not to exceed total of \$21,184,000.

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

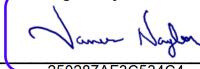
FREESE AND NICHOLS, INC.

By: _____

AUTHORIZED SIGNOR, TITLE

By: _____

Signed by:



Principal/Vice President

AUTHORIZED SIGNOR, TITLE

ATTEST:

, CITY SECRETARY

By: _____

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

Signed by:



SIGNATURE

Stephen D Gay

PRINTED NAME

General Manager

TITLE

Water Utilities and Street Operations

DEPARTMENT

APPROVED AS TO FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

DocuSigned by:



4B070831B4AA438...

EXHIBIT A – ENGINEERING SCOPE OF SERVICES**City of Denton, Texas****RRWTP Expansion****PSA 7574-029****Inclined Plate Settler and Low-Pressure Membrane Pilot Extension and Independent Testing Laboratory****UNDERSTANDING AND ASSUMPTIONS:**

The City of Denton (City) desires to amend the Agreement for Engineering Services Related to Professional Services (Agreement) between the City and Freese and Nichols, Inc. (FNI) dated October 22, 2024, for the Ray Roberts Water Treatment Plant (RRWTP) Expansion (Project). This amendment will include an extension of the inclined plate settler and low-pressure membrane pilot and include the services of an independent testing laboratory (ITL) for water quality analysis.

The Agreement included Item I.2 *Inclined Plate Settler and Low-Pressure Membrane Pilot*. The pilot was originally structured around a single pilot season based on the following approximate schedule:

- Initiate Pilot Testing: 7 days.
- Stage 1 – Optimization of Pilot: 60 days.
- Clean-in-Place: 1 day.
- Stage 2 – Demonstration of Continued and Consistent Performance: 45 days.
- Clean-in-Place: 1 day.
- Stage 3 – Demonstration of Specific Flux Recovery Following a Clean-in-Place: 10 days.
- Total Duration: 124 days.

Based on input from the low-pressure membrane system suppliers selected by the City to proceed with the pilot study, the pilot program will be modified to include two runs – one with citric acid and one without citric acid. Citric acid is used as part of the low-pressure membrane clean-in-place (CIP) system. This modification will allow the membrane system suppliers to determine if the use of citric acid can be reduced.

The modified pilot program will be based on the following schedule:

- Inclined Plate Settler – Installation and Setup of Pilot Units: 7 days.
- Inclined Plate Settler – Stage 1 (Optimization): 14 days.
- Inclined Plate Settler – Stage 2 (Verification): 16 days.
- Low Pressure Membrane Pilot – Installation and Setup of Pilot Units: 7 days.
- Low Pressure Membrane Pilot – Stage 1 (Optimization): 30 days.
- Low Pressure Membrane Pilot – Clean-in-Place (w/out Citric Acid): 3 days.
- Low Pressure Membrane Pilot – Stage 2a (Verification w/out Citric Acid): 30 days.
- Low Pressure Membrane Pilot – Clean-in-Place (w/out Citric Acid): 3 days.
- Low Pressure Membrane Pilot – Stage 3a (Irreversible Fouling Assessment w/out Citric Acid): 14 days.
- Low Pressure Membrane Pilot – Clean-in-Place (w/out Citric Acid): 3 days.
- Low Pressure Membrane Pilot – Stage 2b (Verification w/ Citric Acid): 30 days.
- Low Pressure Membrane Pilot – Clean-in-Place (w/ Citric Acid): 3 days.
- Low Pressure Membrane Pilot – Stage 3b (Irreversible Fouling Assessment w/ Citric Acid): 14 days.

City of Denton

RRWTP Expansion – Inclined Plate Settler and Low-Pressure Membrane Pilot Extension and ITL
Engineering Scope of Services

- Low Pressure Membrane Pilot – Clean-in-Place (w/ Citric Acid): 3 days.
- Total Duration: 177 days.

In addition to extending the pilot, FNI will hire an independent testing laboratory (ITL) to perform the water quality analysis required for the pilot program. This testing was originally the responsibility of the City's water quality laboratory; however, the laboratory is not able to perform all the analyses, and the additional workload was a concern.

ARTICLE I - BASIC SERVICES: The task lettering and numbering below is based on the Agreement and only tasks impacted by this Amendment are listed. FNI shall render the following professional services in connection with the development of the Project:

None.

ARTICLE II - SPECIAL SERVICES: FNI shall render the following Special Services for the development of the Project:

- I. Other Services Recommended Outside of Traditional CMAR Type Project:
 2. Inclined Plate Settler and Low-Pressure Membrane Pilot:
 - a. Pilot Protocol Preparation
 - ii. The pilot protocol will be based on a single season pilot following this approximate schedule:
 - 1) Inclined Plate Settler – Installation and Setup of Pilot Units: 7 days.
 - 2) Inclined Plate Settler – Stage 1 (Optimization): 14 days.
 - 3) Inclined Plate Settler – Stage 2 (Verification): 16 days.
 - 4) Low Pressure Membrane Pilot – Installation and Setup of Pilot Units: 7 days.
 - 5) Low Pressure Membrane Pilot – Stage 1 (Optimization): 30 days.
 - 6) Low Pressure Membrane Pilot – Clean-in-Place (w/out Citric Acid): 3 days.
 - 7) Low Pressure Membrane Pilot – Stage 2a (Verification w/out Citric Acid): 30 days.
 - 8) Low Pressure Membrane Pilot – Clean-in-Place (w/out Citric Acid): 3 days.
 - 9) Low Pressure Membrane Pilot – Stage 3a (Irreversible Fouling Assessment w/out Citric Acid): 14 days.
 - 10) Low Pressure Membrane Pilot – Clean-in-Place (w/out Citric Acid): 3 days.
 - 11) Low Pressure Membrane Pilot – Stage 2b (Verification w/ Citric Acid): 30 days.
 - 12) Low Pressure Membrane Pilot – Clean-in-Place (w/ Citric Acid): 3 days.
 - 13) Low Pressure Membrane Pilot – Stage 3b (Irreversible Fouling Assessment w/ Citric Acid): 14 days.
 - 14) Low Pressure Membrane Pilot – Clean-in-Place (w/ Citric Acid): 3 days.
 - d. Pilot Execution
 - iv. Water Quality and Sampling Support:
 - 1) FNI will contract and coordinate with an ITL, instead of the City's water quality testing laboratory planned in the Agreement and execute the weekly and monthly portions of the sample requirements of the approved pilot protocol.
 - 2) FNI will make up to thirty (30) site visits to the pilot during the pilot execution, instead of the eighteen (18) planned in the Agreement.

City of Denton

RRWTP Expansion – Inclined Plate Settler and Low-Pressure Membrane Pilot Extension and ITL
Engineering Scope of Services

ARTICLE III - ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by City, which are not included in the above-described Basic or Special Services, are described as follows:

Refer to the Agreement.

ARTICLE IV - TIME OF COMPLETION: FNI is authorized to commence work on the Study upon execution of this Agreement and agrees to complete the services in accordance with the following schedule:

Refer to the Agreement.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust the contract schedule consistent with the number of days of delay. These delays may include, but are not limited to, delays in City or regulatory reviews, delays in the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

ARTICLE V – RESPONSIBILITIES OF CITY: City shall perform the following in a timely manner so as not to delay the services of FNI:

~~N. Owner will provide water quality laboratory services for the pilot testing.~~

ARTICLE VI – COMPENSATION: The following is a breakdown of the proposed fee and in accordance with Attachment CO provided in the Agreement:

TASK	ORIGINAL FEE	AMENDED FEE	TOTAL AMENDED FEE
BASIC SERVICES			
A. Project Management, Quality Control, and Quality Assurance	\$1,314,000	--	\$1,314,000
C. Phase 1 – Preliminary Design	\$1,579,000	--	\$1,579,000
D. Construction Manager-at-Risk (CMAR) Coordination	\$306,000	--	\$306,000
E. Phase 2 – Final Design Services	\$10,273,000	--	\$10,273,000
F. Phase 3 – Bid and Procurement Services	\$629,000	--	\$629,000
G. Phase 4 – Construction Contract Administration Services	\$2,777,000	--	\$2,777,000
H. Phase 5 – Post Construction Phase Services	\$256,000	--	\$256,000
Total Basic Services	\$17,134,000	--	\$17,134,000

City of Denton

RRWTP Expansion – Inclined Plate Settler and Low-Pressure Membrane Pilot Extension and ITL

Engineering Scope of Services

SPECIAL SERVICES			
SS-C: Phase 1 Preliminary Design Services			
SS-C.1: Topographic Survey, LiDAR Survey, and Photogrammetry	\$92,000	--	\$92,000
SS-C.2: Easement Support	\$47,000	--	\$47,000
SS-C.3: Geotechnical Investigation and Geotechnical Engineer Report	\$189,000	--	\$189,000
SS-E: Phase 2 – Final Design Special Services			
SS-E.1: Council Presentations and Public Meetings	\$6,000	--	\$6,000
SS-G: Phase 4 – Construction Contract Administration			
SS-G.1: Resident Project Representative (RPR)	\$1,360,000	--	\$1,360,000
SS-G.2: Specialty Construction Electrical Inspection	\$334,000	--	\$334,000
SS-G.3: Major Equipment Factory Witness Testing	\$162,000	--	\$162,000
SS-G.4: Startup and Commissioning Services	\$457,000	--	\$457,000
Total Special Services	\$2,647,000	--	\$2,647,000
OTHER SERVICES RECOMMENDED OUTSIDE OF A TRADITIONAL CMAR TYPE PROJECT			
SS-I.1: Treatment Process Laboratory – Jar Testing	\$16,000	--	\$16,000
SS-I.2: Inclined Plate Settler and Low-Pressure Membrane Pilot	\$622,000	<i>\$184,000</i>	<i>\$806,000</i>
SS-I.3: SWIFT Funding Assistance and Regulatory Requirements	\$56,000	--	\$56,000
SS-I.4: SWIFT Funding Assistance and SWIFT Regulatory Assistance Environmental Data Form	\$53,000	--	\$53,000
SS-I.5: High Service Pump Station System Curve Development	\$49,000	--	\$49,000
SS-I.6: Pump Station Physical Model	\$220,000	--	\$220,000
SS-I.7: Additional Services Per City Direction	\$203,000	--	\$203,000
Total Other Special Services	\$1,219,000	<i>\$184,000</i>	<i>\$1,403,000</i>
TOTAL FEE			
TOTAL FEE	\$21,000,000	<i>\$184,000</i>	<i>\$21,184,000</i>

Items shown in red, bold, and italics are associated with this Amendment.

ARTICLE VII - DESIGNATED REPRESENTATIVES: FNI and City designate the following representatives:

Refer to the Agreement.

Certificate Of Completion

Envelope Id: F13DBC3F-DE7A-4351-B403-85B8AFAF72D0

Status: Sent

Subject: Please DocuSign: City Council Contract 7574-029 RRWTP Expansion Amendment 1

Source Envelope:

Document Pages: 7

Signatures: 3

Envelope Originator:

Certificate Pages: 6

Initials: 1

Erica Garcia

AutoNav: Enabled

901B Texas Street

Envelopeld Stamping: Enabled

Denton, TX 76209

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

erica.garcia@cityofdenton.com

IP Address: 198.49.140.10

Record Tracking

Status: Original

Holder: Erica Garcia

Location: DocuSign

10/21/2025 8:29:08 AM

erica.garcia@cityofdenton.com

Signer Events

Signature

Timestamp

Erica Garcia

Completed

Sent: 10/21/2025 8:31:56 AM

erica.garcia@cityofdenton.com

Viewed: 10/21/2025 8:32:06 AM

Senior Buyer

Signed: 10/21/2025 8:32:37 AM

City of Denton

Using IP Address: 198.49.140.10

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Lori Hewell



Sent: 10/21/2025 8:32:39 AM

lori.hewell@cityofdenton.com

Viewed: 10/21/2025 9:39:54 AM

Purchasing Manager

Signed: 10/21/2025 9:40:23 AM

City of Denton

Security Level: Email, Account Authentication
(None)

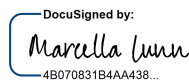
Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Marcella Lunn



Sent: 10/21/2025 9:40:25 AM

marcella.lunn@cityofdenton.com

Viewed: 10/21/2025 6:42:13 PM

Senior Deputy City Attorney

Signed: 10/21/2025 6:47:19 PM

City of Denton

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

James Naylor



Sent: 10/21/2025 6:47:21 PM

james.naylor@freese.com

Viewed: 10/21/2025 10:42:51 PM

Principal/Vice President

Signed: 10/23/2025 1:33:37 PM

Security Level: Email, Account Authentication
(None)

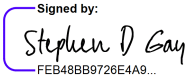
Signature Adoption: Uploaded Signature Image

Using IP Address: 97.75.108.6

Electronic Record and Signature Disclosure:

Accepted: 10/21/2025 10:42:51 PM

ID: a76d142c-bcb6-4bb9-b5d2-ace436954d32

Signer Events	Signature	Timestamp
Stephen D Gay stephen.gay@cityofdenton.com General Manager Water Utilities Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/23/2025 3:21:55 PM ID: 257b2c08-d883-4569-b106-9aa5d09b0e19	Signed by:  FEB48BB9726E4A9... Signature Adoption: Pre-selected Style Using IP Address: 47.190.47.120 Signed using mobile	Sent: 10/23/2025 1:33:39 PM Viewed: 10/23/2025 3:21:55 PM Signed: 10/23/2025 3:23:05 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: 10/23/2025 3:23:08 PM
Sara Hensley sara.hensley@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) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/21/2025 8:32:39 AM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/23/2025 3:23:08 PM Viewed: 10/23/2025 4:35:39 PM

Carbon Copy Events	Status	Timestamp
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 David Brown David.Brown@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/2/2025 10:49:22 AM ID: ae29c722-3235-4146-98a2-e5c5378d30ca		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/21/2025 8:31:56 AM
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:	•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.