

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF AN EIGHTH AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DENTON AND PEAK PROGRAM VALUE, LLC., AMENDING THE CONTRACT APPROVED BY CITY COUNCIL ON OCTOBER 13, 2020, IN THE NOT-TO-EXCEED AMOUNT OF \$696,074.00; AMENDED BY AMENDMENTS 1-7 APPROVED BY PURCHASING AND CITY COUNCIL; SAID EIGHTH AMENDMENT FOR ADDITIONAL PROGRAM MANAGEMENT SERVICES FOR THE CONSTRUCTION PHASE OF THE PUBLIC SAFETY BUILDINGS (POLICE HEADQUARTERS, POLICE SUBSTATION, AND FIRING RANGE); PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 7425 – PROVIDING FOR AN ADDITIONAL EIGHTH AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED \$423,320.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$2,453,860.00).

WHEREAS, on October 13, 2020, by Ordinance No. 20-1995, the City awarded a contract to Peak Program Value, LLC., in the amount of \$696,074.00, for program management services for the construction phase of the Public Safety Buildings (Police Headquarters, Police Substation, and Firing Range) and additional services for new or renovations of City buildings; and

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

WHEREAS, the additional fees under the proposed Eighth 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 Eighth Amendment, increasing the amount of the contract between the City and Peak Program Value, LLC., which is on file in the office of the Purchasing Agent, in the amount of Four Hundred Twenty-Three Thousand Three Hundred Twenty and 00/100 (\$423,320.00) 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 \$2,453,860.00.

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:	_____	_____	_____	_____
Jesse Davis, District 3:	_____	_____	_____	_____
Alison Maguire, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Chris Watts, At Large Place 6:	_____	_____	_____	_____


PASSED AND APPROVED this the _____ day of _____, 2022.

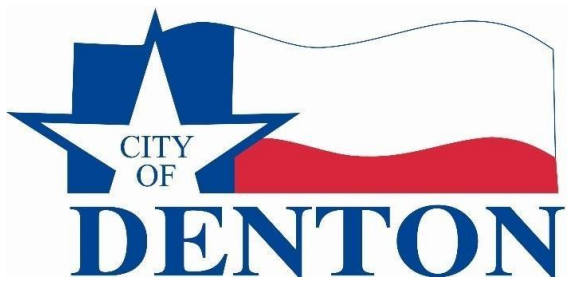
GERARD HUDSPETH, MAYOR

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY:  Digitally signed by Marcella Lunn
DN: cn=Marcella Lunn, o, ou=City
of Denton,
email=marcella.lunn@cityofdenton.com, c=US
Date: 2022.08.10 09:49:51 -05'00'



Docusign City Council Transmittal Coversheet

PSA	7425
File Name	Program Management Services, Amendment 8
Purchasing Contact	Christa Christian
City Council Target Date	
Piggy Back Option	No
Contract Expiration	
Ordinance	

**EIGHTH AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND PEAK PROGRAM VALUE, LLC.
PSA 7425**

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS EIGHTH AMENDMENT TO CONTRACT 7425 (“Amendment”) by and between the City of Denton, Texas (“City”) and PEAK PROGRAM VALUE, LLC. (“Consultant”); to that certain contract executed on October 13, 2020, in the original not-to-exceed amount of \$696,074.00 (the “Original Agreement”); amended on February 8, 2021 in the additional amount of \$44,910.00 aggregating a not-to-exceed amount of \$740,984.00 (the “First Amendment”); amended on April 8, 2021 to include task order 3, project controls and City support for The Junction Project, in the additional amount of \$0 aggregating a not-to-exceed amount of \$740,984.00 (the “Second Amendment”); amended on June 15, 2021 to include task orders 4, 5 and 6, in the additional amount of \$463,985.00 aggregating a not-to- exceed amount of \$1,204,969.00 (the “Third Amendment”); amended on August 20, 2021 to include Task Order 5, Revision 1 and Task Order 7, in the additional amount of \$36,791.00 aggregating a not-to- exceed amount of \$1,241,760.00 (the “Fourth Amendment”); amended on September 14, 2021 to include Task Order’s 8, 9 and 10, in the additional amount of \$540,256.00 aggregating a not-to- exceed amount of \$1,782,016.00 (the “Fifth Amendment”) amended on October 19, 2021 to include Task Order 11, in the additional amount of \$216,769.00 aggregating a not-to- exceed amount of \$1,998,785.00 (the “Sixth Amendment”) amended on December 27, 2021 to include Task Orders 12 and 13, in the additional amount of \$31,755.00 aggregating a not-to- exceed amount of \$2,030,540.00 (the “Seventh Amendment”) (collectively, the Original Agreement, the First Amendment, the Second Amendment, The Third Amendment, the Fourth Amendment, Fifth Amendment, Sixth Amendment, and the Seventh Amendment are the “Agreement”) for services related to Program Management Services.

WHEREAS, the City deems it necessary to further expand the services provided by Consultant to the City pursuant to the terms of the Agreement, and to provide an additional amount of \$423,320.00 with this Amendment, for an aggregate not-to-exceed amount of \$2,453,860.00; and

FURTHERMORE, the City deems it necessary to further expand the services provided by Consultant to the City;

NOW THEREFORE, the City and Consultant (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:

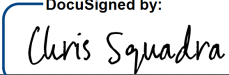
1. The additional services described in Exhibit "A" of this Amendment, attached hereto and incorporated herein for all purposes, for professional services related to the Program Management Services, are hereby authorized to be performed by Consultant. For and in consideration of the additional services to be performed by Consultant, 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 \$423,320.00.
2. This Amendment modifies the Agreement amount to provide an additional \$423,320.00 for the additional services with a revised aggregate not to exceed total of \$2,453,860.00.

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

"Consultant"

PEAK PROGRAM VALUE, LLC..

By: DocuSigned by:

D9FFDCA63E20468...

Chris Squadra, Partner

ATTEST:
ROSA RIOS, CITY SECRETARY

By: _____

AUTHORIZED SIGNATURE, TITLE
APPROVED AS TO LEGAL FORM:

DocuSigned by:

4B070831B4AA438...

MACK REINWAND

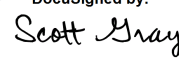
"CITY"

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: _____

Sara Hensley, City Manager

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

DocuSigned by:

A79499140E7443A
SIGNATURE Scott Gray
PRINTED NAME

Director - Airport & Facilities

TITLE

Facilities Management

DEPARTMENT



EXHIBIT A

Peak Program Value, LLC 4450 Arapahoe ▪ Suite 100 ▪ Boulder CO ▪ 80303 ▪ 303.503.1155

Date: May 9, 2022 Additional Services Authorization # 01 REV 01.00
 Client: City of Denton, TX Contract #: 7425 Task 01.A +
 Order #s: 01.B

Project: DSPB - Denton Public Safety Bond Projects

Increased Project Duration & Changes Due to Unforeseen Conditions

City's Purchase Order # : 196083

Description	Original Contract	Requested Additional Services	Proposed Contract
DSPB - Denton Public Safety Bond Projects			
<u>Preconstruction</u>	w/Separate Contract		
<u>Task Order 1.A - Construction - Cost,Schedule & Info Management</u>			
Set Up Project Controls & Info Mangement Systems	18,760.00		18,760.00
Ongoing Project Controls Services (15 JAN 2021 > 14 MAY 2022 = 16 Months @ 29,678/MO)	474,848.00		474,848.00
Ongoing Project Controls Services (15 MAY 2022 > 14 MAR 2023 = 10 Months @ 29,678/MO)		296,780.00	296,780.00
<u>Task Order 1.B - Construction - Stakeholder & Quality Management</u>			
Ongoing Stakeholder Management Services (15 JAN 2021 > 14 MAY 2022 = 16 Months @ 1,865/MO)	29,840.00		29,840.00
Ongoing Stakeholder Management Services (15 MAY 2022 > 14 MAR 2023 = 10 Months @ 1,865/MO)		18,650.00	18,650.00
Ongoing Quality Management Services (15 JAN 2021 > 14 MAY 2022 = 16 Months @ 8,410/MO)	134,560.00		134,560.00
Ongoing Quality Management Services (15 MAY 2022 > 14 MAR 2023 = 10 Months @ 8,410/MO)		84,100.00	84,100.00
Subtotal - TO 1.A + 1.B + Additional Services	658,008.00	399,530.00	1,057,538.00
Reimbursable Expenses - Task Order #01.A	22,866.00		22,866.00
Reimbursable Expenses - Task Order #01.B	15,200.00		15,200.00
Reimbursable Expenses - Added Duration		23,790.00	23,790.00
Total Contract Value	696,074.00	423,320.00	1,119,394.00

For questions about this Additional Services Authorization, please contact Chris Squadra at csquadra@peakprogramvalue.com or 303.503.1155.



AIA[®] Document G701[™] – 2017

Change Order

PROJECT: *(Name and address)*

Denton Police Headquarters Renovation
and New Substation
Denton, Texas

CONTRACT INFORMATION:

Contract For: General Construction

Date:

CHANGE ORDER INFORMATION:

Change Order Number: 002

Date: March 9, 2022

OWNER: *(Name and address)*

City of Denton
215 East McKinney Street
Denton, TX 76201

ARCHITECT: *(Name and address)*

Brandstetter Carroll Inc.
2360 Chauvin Drive
Lexington, KY 40517

CONTRACTOR: *(Name and address)*

Byrne Construction Services
551 E. Berry Street
Fort Worth, Texas 76130

THE CONTRACT IS CHANGED AS FOLLOWS:

See new Exhibit B - Construction Manager's Project Schedule attached, which supersedes previous editions of this Exhibit, including but not limited to Exhibit Y.1.B provided in the GMP Amendment.

The original Contract Sum was	\$ 46,039,401.00
The net change by previously authorized Change Orders	\$ 6,000,000.00
The Contract Sum prior to this Change Order was	\$ 52,039,401.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 52,039,401.00

The Contract Time will be increased by one hundred and eighty-eight (188) days.

The new date of Substantial Completion will be September 26, 2022.

The new Substantial Completion date above defines the Contract Time per the terms of this Agreement. In addition, the new Exhibit B attached provides interim completion dates of April 26, 2022 for the Substation; and June 10, 2022 for the Firing Range.

The Owner and Contractor agree that, while the Agreement has only one Substantial Completion date, the April 26, 2022 date for the Substation, and June 10, 2022 date for the Firing Range are recognized as Contractual Milestones as referenced in Sections 3.10.9 and 8.5 of the A201 General Conditions for the Contract for Construction.

The Owner and Contractor likewise agree, however, that the April 26, 2022 Substation and June 10, 2022 Firing Range Contractual Milestones are not subject to Liquidated Damages in Section 8.6 of the A201 General Conditions for the Contract for Construction. For clarity, the Owner and Contractor agree these Liquidated Damages only apply to the Substantial Completion date.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Brandstetter Carroll Inc.

ARCHITECT (Firm name)

SIGNATURE

Benjamin E. Brandstetter, President

PRINTED NAME AND TITLE

3/11/22

DATE

Thos. S. Byrne, Inc.

CONTRACTOR (Firm name)

Martin T. Lehman

SIGNATURE

Martin Lehman, President, North Texas

PRINTED NAME AND TITLE

03/11/2022

DATE

City of Denton
869 S. Woodrow Lane
Denton, Texas

OWNER (Firm name)

SIGNATURE

Procurement, Lori Howell

PRINTED NAME AND TITLE

3/15/2022

DATE

City of Denton

OWNER (Firm name)

SIGNATURE

Scott Gray, Director Airport, Capital Planning & Facilities

PRINTED NAME AND TITLE

3/15/2022

DATE

A133 Owner-Contractor Agreement

Summary of Delay Impacts & Calendar Days Requested

(prepared for Change Order # 02)



Unforeseeable and Other Schedule Impacts Summary

PC No. 130.00

The baseline contract schedule was prepared using the City's direction that PD staff would be completely moved out of the existing HQ building prior to NTP, and renovation work could be sequenced using the entire area noted on the drawings (A thru E). This is reflected in the original Exhibit B - Construction Manager's Project Schedule.

At NTP, the City informed Byrne that an external temporary location was not available and that the existing PSAP was to remain fully operational until the new PSAP in Area C went live. These conditions created resequencing of the project schedule and phased construction which resulted in a new Substantial Completion date of 16 JUN 2022.

A summary of all activity delays added to the schedule , and credit for concurrent delays is listed below.

The Executive Schedule Summaries are also attached from the time they started being distributed on 17 AUG 2021.

Schedule Impacts Summary

73	Weather Days	(See attached weather summary & notification detail)
766	PD HQ Unforeseeable & Other Impacts	(See Itemized Delay Logs for both PD HQ and SS/FR;
374	SS & FR Unforeseeable & Other Impacts	as well as Executive Schedule Summaries)
(1,025)	Credit for Concurrent Delays	(See Detailed Schedule for concurrency graphics)
<hr/>		
188	Total Net Calendar Days of Delay Requested in Change Order # 02	



WEEKLY SCHEDULE EXECUTIVE SUMMARY

Schedule Update Overview			
Project: Denton Public Safety Buildings		Meeting Date: 04/18/22	
Recipients: David Ziebarth Paul Austin		<div style="border: 2px solid blue; padding: 5px;"> <p>PPV 06 MAY: In today's schedule update meeting today, BCS is showing this Substantial Completion date as 11 NOV 2022.</p> <p>PPV disagrees with the rationale in the narrative below, but agrees the 11 NOV 2022 is correct.</p> </div>	
Notes on Contract and Project Completion			
Activity ID	Milestone Name	Previous Update's Date	Current Update's Date
A1003	Headquarters Renovation Substantial Completion	10/13/2022	11/04/2022
DISP-1025	Buildout Complete - @ Dispatch	04/08/2022	04/26/2022
A1004	Substation Substantial Completion	05/20/2022	05/27/2022
A1005	Firing Range Substantial Completion	06/10/2022	06/10/2022
A1023	Project Final Completion	11/23/2022	12/15/2022
Notes on Previous Weeks Progress:			
<p>The Overall Project Completion is projecting a finish date of December 15, 2022.</p> <p>The overall project completion lost 16 days projected progress from its end date since the previous update due to a mutual agreement to push the Go Live date for Area C – New PSAP Addition to May 2nd, 2022, and partly due to the addition of PR 90 for a TV Bump Out Removal. This in turn pushes out Make-Safe Demo and the start of Overhead MEP for Phase 3. The Longest Path of the project is currently beginning in Phase 1 (Area C – New PSAP Addition) – New PSAP Addition with PR 90 – TV Bump Out Removal and Demo Wall for TV Bump Out, followed by subsequent Interior and Closeout activities. The Critical Path then goes through the rest of PSAP, Phase 3 (Area half of E), and lastly Finals and Closeout.</p>			
Notes on Potential Problems and Conflicts (critical impacts, RFI's, Changes, etc.):			
<p>Critical Path Activities of the project include:</p> <ul style="list-style-type: none"> • Headquarters: <ul style="list-style-type: none"> ○ Phase 1 (Area C – New PSAP Addition): Activities beginning with PR 90 – TV Bump Out Removal and Demo Wall for TV Bump Out. ○ Phase 3 (Area half of E): Activities beginning with Overhead MEP Rough-ins 			



WEEKLY SCHEDULE EXECUTIVE SUMMARY

- Final Inspection Activities
- Punchlist and Close-Out Activities

- Substation:
 - Interior Finishes Activities: With DME Set Electrical Meter
 - Final Inspections Activities
 - Punchlist and Close-Out Activities

- Firing Range:
 - Interior Finishes Activities: With Close Walls
 - Final Inspections Activities
 - Punchlist & Close-Out Activities

Additional:

- Substation Critical Path Lost 5 days progress since the previous update due to Permanent Power being delayed due to the electrical meter having to be set.
- Firing Range Critical Path Maintained progress since the previous update.
- PR12.4 Locker Procurement @ Area C was added to the schedule to track the delivery of Lockers.
- Logic Changes:
 - Please see the end of month schedule update for a full list of logic changes.

Certificate Of Completion

Envelope Id: C5468A872E0B4542A433765A753229AC

Status: Sent

Subject: Please DocuSign: City Council Contract 7425 - Amendment 8

Source Envelope:

Document Pages: 10

Signatures: 3

Envelope Originator:

Certificate Pages: 6

Initials: 1

Christa Christian

AutoNav: Enabled

901B Texas Street

Enveloped Stamping: Enabled

Denton, TX 76209

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

Christa.Christian@cityofdenton.com

IP Address: 198.49.140.104

Record Tracking

Status: Original

Holder: Christa Christian

Location: DocuSign

8/9/2022 5:02:50 PM

Christa.Christian@cityofdenton.com

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

Christa Christian

Completed

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christa.christian@cityofdenton.com

Viewed: 8/9/2022 5:05:04 PM

Senior Buyer

Signed: 8/9/2022 5:05:19 PM

City of Denton

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(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

Lori Hewell



Sent: 8/9/2022 5:05:21 PM

lori.hewell@cityofdenton.com

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Purchasing Manager

Signed: 8/9/2022 5:06:55 PM

City of Denton

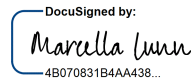
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Marcella Lunn



Sent: 8/9/2022 5:06:57 PM

marcella.lunn@cityofdenton.com

Viewed: 8/9/2022 5:07:19 PM

Deputy City Attorney

Signed: 8/9/2022 5:07:31 PM

City of Denton

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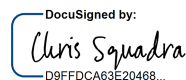
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Signed using mobile

Electronic Record and Signature Disclosure:
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Chris Squadra



Sent: 8/9/2022 5:07:33 PM

csquadra@peakprogramvalue.com

Viewed: 8/9/2022 7:44:12 PM

Chris Squadra, Peak Program Value, LLC

Signed: 8/9/2022 7:45:04 PM

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(None)

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Signer Events	Signature	Timestamp
<p>Scott Gray</p> <p>scott.gray@cityofdenton.com</p> <p>Director - Airport & Facilities</p> <p>x</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 8/9/2022 7:49:09 PM ID: 193abf91-022b-49e0-abd8-52d98fc2238d</p>	<p>DocuSigned by: <i>Scott Gray</i> A79499140F7443A...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 47.38.255.16 Signed using mobile</p>	<p>Sent: 8/9/2022 7:45:06 PM</p> <p>Viewed: 8/9/2022 7:49:09 PM</p> <p>Signed: 8/9/2022 7:49:39 PM</p>
<p>Cheyenne Defee</p> <p>cheyenne.defee@cityofdenton.com</p> <p>Procurement Administration Supervisor</p> <p>City of Denton</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		<p>Sent: 8/9/2022 7:49:45 PM</p> <p>Viewed: 8/9/2022 8:06:27 PM</p>
<p>Sara Hensley</p> <p>sara.hensley@cityofdenton.com</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Rosa Rios</p> <p>rosa.rios@cityofdenton.com</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 8/8/2022 6:40:37 PM ID: e7200bbe-3c17-4ca0-b548-6ce5a168a964</p>		

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
<p>Cheyenne Defee</p> <p>cheyenne.defee@cityofdenton.com</p> <p>Procurement Administration Supervisor</p> <p>City of Denton</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div>COPIED</div>	<p>Sent: 8/9/2022 5:05:21 PM</p> <p>Viewed: 8/9/2022 6:37:04 PM</p>

Carbon Copy Events	Status	Timestamp
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Hailey Payne hailey.payne@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 8/9/2022 7:49:42 PM Viewed: 8/10/2022 8:03:25 AM
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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;
- ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
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- 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.