

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A THIRD AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DENTON AND FREESE & NICHOLS, INC., AMENDING THE CONTRACT APPROVED BY THE CITY COUNCIL ON SEPTEMBER 22, 2020, IN THE NOT-TO-EXCEED AMOUNT OF \$1,472,700.00; AMENDED BY AMENDMENTS 1 AND 2 APPROVED BY CITY COUNCIL; SAID THIRD AMENDMENT TO PROVIDE ADDITIONAL PROFESSIONAL, CONSTRUCTION, AND BID PHASE SERVICES FOR THE LAKE RAY ROBERTS WATER TREATMENT PLANT CAPACITY UPRATE, REGULATORY AND PERFORMANCE UPGRADE PROJECT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 6590-093 – PROVIDING FOR AN ADDITIONAL THIRD AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED \$95,060.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$3,701,547.00).

WHEREAS, on September 22, 2020, by Ordinance No. 20-1828, the City awarded a contract to Freese and Nichols, Inc., in the amount of \$1,472,700.00, to provide regulatory permitting, process evaluation, design services, and Texas Water Development Board funding assistance in support of the Lake Ray Roberts Water Treatment Plant Capacity Uprate, Regulatory and Performance Upgrades Project; and

WHEREAS, on December 14, 2021, by Ordinance No. 21-2680, the City awarded a First Amendment to Freese and Nichols, Inc., in the amount of \$663,310.00, for design services for the Lake Ray Roberts Water Treatment Plant Capacity Uprate, Regulatory and Performance Upgrades Project; and

WHEREAS, on November 15, 2022, by Ordinance No. 22-2265, the City awarded a Second Amendment to Freese and Nichols, Inc., in the amount of \$1,470,477.00, for design services for the Lake Ray Roberts Water Treatment Plant Capacity Uprate, Regulatory and Performance Upgrades Project; 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 Third 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 Ninety-Five Thousand Sixty (\$95,060.00) 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 \$3,701,547.00.

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: | _____ | _____ | _____ | _____ |
| VACANT, District 4: | _____ | _____ | _____ | _____ |
| Brandon Chase McGee, At Large Place 5: | _____ | _____ | _____ | _____ |
| Chris Watts, At Large Place 6: | _____ | _____ | _____ | _____ |

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

GERARD HUDSPETH, MAYOR

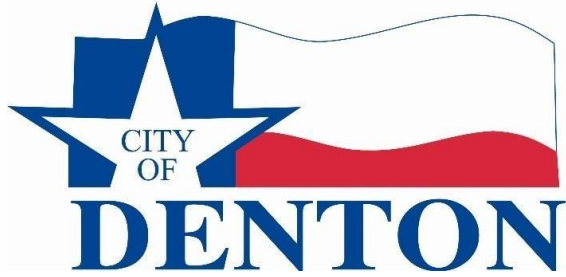
ATTEST:
JESUS SALAZAR, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn

Digitally signed by Marcella Lunn
DN: cn=Marcella Lunn, o=City
of Denton,
email=marcella.lunn@cityofdent
on.com, c=US
Date: 2023.04.12 09:42:15 -05'00'



DocuSign City Council Transmittal Coversheet

| | |
|--------------------------|---|
| PSA | 6590-093 |
| File Name | RRWTP CAPACITY UPRATE REGULATORY & PERFORMANCE UPGRADES |
| Purchasing Contact | Crystal westbrook |
| City Council Target Date | |
| Piggy Back Option | Not Applicable |
| Contract Expiration | |
| Ordinance | |

**THIRD AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND FREESE AND NICHOLS, INC.
PSA 6590-093**

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS THIRD AMENDMENT TO CONTRACT 6590-093 (“Amendment”) by and between the City of Denton, Texas (“City”) and Freese and Nichols, Inc. (“Engineer”); to that certain contract executed on September 23, 2020, in the original not-to-exceed amount of \$1,472,700 (the “Original Agreement”); amended on December 14, 2021 in the additional amount of \$663,310 aggregating a not-to-exceed amount of \$2,136,010 (the “First Amendment”); amended on November 15, 2022 in the additional amount of \$1,470,477 aggregating a not-to-exceed amount of \$3,606,487(the “Second Amendment”) (collectively, the Original Agreement, the First Amendment, the Second Amendment are the “Agreement”) for services related to the installation of the RRWTP Capacity Uprate Regulatory and Performance Upgrades.

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 \$95,060 with this Amendment for an aggregate not-to-exceed amount of \$3,701,547; 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 RRWTP Capacity Uprate Regulatory and Performance Upgrades, 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”, a total fee, including reimbursement for non-labor expenses an amount not to exceed \$95,060.

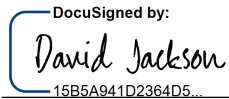
- 2. This Amendment modifies the Agreement amount to provide an additional \$95,060 for the additional services with a revised aggregate not to exceed total of \$3,701,547.

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 _____.

“Engineer”

FREESE AND NICHOLS, INC.

By:  _____
15B5A941D2364D5...

AUTHORIZED SIGNATURE, TITLE
 APPROVED AS TO LEGAL FORM:
 MACK REINWAND, CITY ATTORNEY

By:  _____
4B070831B4AA438...

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

 Stephen D. Gay
FEB48BB9726E4A9... _____
 SIGNATURE PRINTED NAME

Director _____

TITLE _____

water utilities _____

DEPARTMENT _____

“CITY”

CITY OF DENTON, TEXAS
 A Texas Municipal Corporation

By: _____

ATTEST:
 ROSA RIOS, CITY SECRETARY

By: _____

EXHIBIT A

SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT

CITY OF DENTON RAY ROBERTS WATER TREATMENT PLANT (RRWTP) CAPACITY RE-RATE AND PERFORMANCE IMPROVEMENTS AMENDMENT NO. 3

PROJECT UNDERSTANDING

The Ray Roberts Water Treatment Plant (RRWTP) Capacity Re-rate and Performance Improvements Professional Services Agreement executed on September 23, 2020, has been previously amended as summarized below:

- Amendment No. 1, dated December 14, 2021, provided the additional design associated with modifying the backwash supply for the RRWTP Filter Complex and replacing additional electric motor operators (EMO) for valves and gates not included in the original scope of services.
- Amendment No. 2, dated November 15, 2022, provided the advertisement and construction phase services for the RRWTP Capacity Re-Rate and Performance Improvements Project (Project).

The City of Denton (City) has requested that the RRWTP Capacity Re-rate and Performance Improvements Professional Services Agreement be amended to include modifications to the design as outlined in the following paragraphs. As part of the original Professional Services Agreement and Amendment No. 1, approximately 66 valves and electric motor operators (EMO) are designed to be replaced. In addition to these valves and EMOs, approximately 20 additional EMOs will be replaced on valves that will remain in service. Each of these approximately 86 EMOs were designed using the individual input/output communication method.

After discussion with the City of Denton (City) personnel, the City desires to change the EMO communication method from the designed individual input/output to a fieldbus network communication protocol. The City has expressed interest in using an EMO Master Station platform that is based on a Modbus RTU (RS-485) communication protocol with redundant loop topology. The EMO and Master Station platform will be provided by a single vendor to provide product conformity. Up to three EMO Master Station systems will be considered. These may include Rotork, Limitorque, and AUMA. FNI will coordinate closely with the City regarding the potential vendors and verify that the vendors listed in the specification meet the have the necessary installation experience.

An Master Station is proposed to be installed at the (1) Transfer Pump Station Electrical Building and supported by PLC 13, (2) Operations Building Electrical Room and supported by PLC 06, (3) and Raw Water Pump Station Electrical Room and supported by PLC 01. The locations of this Master Station panels will be coordinated in the field with the Owner during the design process. If possible, Master Station Nos. 1 and 2 may be combined, reducing the number of Master Stations within the RRWTP to one.

The conceptual loops identified below will be fine tuned with the Owner during the design phase.

The Master Station located the Transfer Pump Station Electrical Building have the following loops:

1. Intermediate Ozone Contactor
2. Filters 1 – 4
3. Filters 5 – 8

Exhibit A-1

4. Wastewater Reclamation Basin, Blower Building, Backwash Supply, and 60-inch diameter Valve Vault.

The Master Station located the Operations Building Electrical Room have the following loops:

1. Pre-ozone Contactor
2. Flocculation/Sedimentation Basin and Sludge Pump Station
3. North Plant Yard Valves

The Master Station located the Raw Water Pump Station Electrical Room have the following loops:

1. Raw Water Pump Station

It is anticipated that the following contract plans will be impacted as part of this effort:

- PI-4 SCADA System Architecture
- PI-4b SCADA System Architecture II (new sheet)
- PI-4c SCADA System Architecture III (new sheet)
- PI-26 Loop Diagrams I
- PI-27 Loop Diagrams II
- PI-28 Loop Diagrams III
- PI-29 Loop Diagrams IV
- PI-30 Loop Diagrams V
- PI-31 Loop Diagrams VI
- PI-32 Loop Diagrams VII
- E-6 Site Plan B
- E-7 Site Plan C
- E-8 Site Plan D
- E-9 Site Plan E
- E-10 Raw Water Pump Station Building Plans
- E-12 Pre-Ozone Contactors Plans
- E-16 Flocculation/Sedimentation Basin Controls and Instrumentation Plan
- E-19 Intermediate Ozone Contactors Plans
- E-25 Filters Enlarged Plans II
- E-27 Filters Top Controls and Instrumentation Plan
- E-28 Filters East Pipe Gallery Power Plan
- E-29 Filters East Pipe Gallery Controls and Instrumentation Plan
- E-31 Filters East Pipe Gallery Controls and Instrumentation Plan
- E-32 Valve Vault Plans
- E-35 Backwash Actuators Plans
- E-37 Transfer Pump Station Plan
- E-38 Blower Building Plans
- E-41 Wastewater Reclamation Basin Controls and Instrumentation Plan
- E-54 Transfer Pump Station Electrical Building Controls and Instrumentation Plan
- E-73 Interconnection Diagrams I
- E-74 Interconnection Diagrams II
- E-75 Interconnection Diagrams III
- E-76 Interconnection Diagrams IV
- E-77 Interconnection Diagrams V
- E-96 Duct Bank Details I
- E-97 Duct Bank Details II

Exhibit A-2

- E-98 Duct Bank Details III
- E-99 Duct Bank Details IV

This Amendment also includes the additional effort associated with re-advertising the project.

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

- A. DESIGN PHASE – ELECTRIC MOTOR OPERATOR COMMUNICATION: FNI shall provide professional services in this phase as follows:
1. Project Management:
 - a. Project management will be based on the services included in the original Professional Services Agreement.
 2. Meetings:
 - a. Conduct the following additional workshops with the OWNER during the design phase. FNI will submit relevant drawings, specifications, and detailed data for each workshop two (2) weeks before the workshop dates to allow the OWNER adequate time for review and comment.
 - i. Electric Motor Operator Communication 30% Design Review Workshop – 30% design level QC workshop.
 - ii. Electric Motor Operator Communication 90% Review Workshop – 90% design level QC workshop.
 3. Detailed Design:
 - a. The detailed design scope tasks outlined in the Agreement will be applied to the design elements described in this Project Understanding section of this Amendment. The detailed design phase will include the following submittal milestones:
 - i. 30% design submittal
 - ii. 90% design submittal
 4. Opinions of Probable Construction Cost:
 - a. The development of opinions of probable construction cost are outlined in the Agreement and will include the design elements described in this Project Understanding section of this Amendment.
- B. PROPOSAL OR NEGOTIATION PHASE: FNI shall provide professional services in this phase as follows:
1. Basis of Services
 - a. The basis of services for proposal or negotiation phase services will be as outlined in Amendment No. 2.
 2. Assist City in Securing Proposals
 - a. The services associated with this task will be performed as outlined in Amendment No. 2.

Exhibit A-3

- b. FNI will provide the following services as part of the re-advertisement of the Project.
3. Pre-Proposal Conference – FNI will provide the following services as part of the re-advertisement of the Project.
 - a. Assist the City in conducting one (1) pre-proposal conference for the construction project in addition to the remaining one (1) pre-proposal conference in the Agreement.
 - b. This service will be conducted as outlined in the Amendment No. 2.
4. Proposal Phase Requests for Information and Addenda
 - a. This task will be furnished under Amendment No. 2.
5. Competitive Sealed Proposal Opening
 - a. This task will be furnished under the original Agreement.
6. Printed Copies and Execution of Contract Documents
 - a. This task will be furnished under the original Agreement.

ARTICLE II

SPECIAL SERVICES: FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project:

- There are no Special Services identified as part of this Amendment.

ARTICLE III

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services. Additional Services to be performed by FNI, if authorized by the City, are described as follows:

- The actuator vendors specified will match the specified Master Station platform. Designing systems to allow for different EMOs and Master Stations will be an additional service.
- Additional Services are also outlined in the Agreement, Amendment No. 1, and Amendment No. 2.

ARTICLE IV

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Amendment and agrees to complete the services in accordance with the following schedule:

- Design Phase – Electric Motor Operator Communication:
 - 30% Client Review Package: One (1) month from Notice to Proceed.
 - 90% Client Review Package: Two (2) months from receipt of Client comments on 30% review package.
 - Final Package Incorporated into Full Package for Advertisement: One (1) month from receipt of Client comments on 90% review package.

Exhibit A-4

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 in this Agreement and in Attachment CO.

ARTICLE V

RESPONSIBILITIES OF THE CITY: The City shall perform the services outlined in the Agreement, Amendment No. 1, and Amendment No. 2 in a timely manner so as not to delay the services of FNI.

ARTICLE VI

COMPENSATION: The following is the breakdown of the proposed fees and in accordance with Attachment CO:

| TASK | FEE | COMPENSATION TYPE |
|--|-----------------|-------------------|
| BASIC SERVICES | | |
| A – Design Phase – Electric Motor Operator Communication | \$90,800 | Lump Sum |
| B – Proposal or Negotiation Phase | \$4,260 | Lump Sum |
| Total Basic Services Fee | \$95,060 | Lump Sum |

Exhibit A-5

Certificate Of Completion


| | |
|--|------------------------------------|
| Envelope Id: 8CB5DB7886864CCEAD2F81CC1AD339DB | Status: Sent |
| Subject: Please DocuSign: City Council Contract 6590-093 Amendment 3 | |
| Source Envelope: | |
| Document Pages: 8 | Signatures: 3 |
| Certificate Pages: 6 | Initials: 1 |
| AutoNav: Enabled | Envelope Originator: |
| Enveloped Stamping: Enabled | Crystal Westbrook |
| Time Zone: (UTC-06:00) Central Time (US & Canada) | 901B Texas Street |
| | Denton, TX 76209 |
| | crystal.westbrook@cityofdenton.com |
| | IP Address: 198.49.140.10 |

Record Tracking

| | | |
|----------------------|------------------------------------|--------------------|
| Status: Original | Holder: Crystal Westbrook | Location: DocuSign |
| 3/17/2023 4:25:36 PM | crystal.westbrook@cityofdenton.com | |

Signer Events

| Signer Events | Signature | Timestamp |
|---|---|--|
| Crystal Westbrook crystal.westbrook@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None) | Completed Using IP Address: 198.49.140.10 | Sent: 3/17/2023 4:28:48 PM Viewed: 3/17/2023 4:28:56 PM Signed: 3/17/2023 4:29:45 PM |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |

| | | |
|---|---|--|
| Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) |  Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10 | Sent: 3/17/2023 4:29:47 PM Viewed: 3/20/2023 8:28:28 AM Signed: 3/20/2023 8:28:50 AM |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |

| | | |
|--|--|--|
| Marcella Lunn marcella.lunn@cityofdenton.com Mack Reinwand City Attorney City of Denton Security Level: Email, Account Authentication (None) |  Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10 | Sent: 3/20/2023 8:28:52 AM Viewed: 3/20/2023 4:53:27 PM Signed: 3/20/2023 4:55:13 PM |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |

| | | |
|--|--|--|
| David Jackson drj@freese.com Vice President Security Level: Email, Account Authentication (None) |  Signature Adoption: Pre-selected Style Using IP Address: 104.209.239.171 | Sent: 3/20/2023 4:55:16 PM Viewed: 3/21/2023 8:23:02 AM Signed: 3/21/2023 8:23:21 AM |
| Electronic Record and Signature Disclosure: Accepted: 3/21/2023 8:23:02 AM ID: a5a59077-94f4-4a0c-a20b-469b8108df57 | | |

Signer Events

Stephen D. Gay
 stephen.gay@cityofdenton.com
 Director
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 FEB48BB9726E4A9...
 Signature Adoption: Pre-selected Style
 Using IP Address: 198.49.140.10

Timestamp

Sent: 3/21/2023 8:23:23 AM
 Viewed: 3/21/2023 8:53:20 AM
 Signed: 3/21/2023 9:25:10 AM

Electronic Record and Signature Disclosure:

Accepted: 3/21/2023 8:53:20 AM
 ID: 3a88291a-a68d-45c5-9158-533598b0ede0

Cheyenne Defee
 cheyenne.defee@cityofdenton.com
 Procurement Administration Supervisor
 City of Denton
 Security Level: Email, Account Authentication
 (None)

Sent: 3/21/2023 9:25:13 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Sara Hensley
 sara.hensley@cityofdenton.com
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Rosa Rios
 rosa.rios@cityofdenton.com
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:

Accepted: 3/21/2023 4:04:46 PM
 ID: 311a755a-5aed-4289-9d76-fed63c338a1f

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: 3/17/2023 4:29:46 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

| Carbon Copy Events | Status | Timestamp |
|--------------------|--------|-----------|
|--------------------|--------|-----------|

Gretna Jones
gretna.jones@cityofdenton.com
Legal Secretary
City of Denton
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 3/21/2023 9:25:13 AM
Viewed: 3/22/2023 8:55:59 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

David Brown
david.brown@cityofdenton.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 4/10/2019 2:54:36 PM
ID: 20238ddf-ccd6-4d52-988f-8c9f3436055e

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

| Envelope Summary Events | Status | Timestamps |
|-------------------------|--------|------------|
|-------------------------|--------|------------|

| | | |
|---------------|------------------|----------------------|
| Envelope Sent | Hashed/Encrypted | 3/17/2023 4:28:48 PM |
|---------------|------------------|----------------------|

| 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, 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.