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PSA	5497
File Name	PSA Nelson+Morgan Second Amendment
Purchasing Contact	Rebecca Hunter
City Council Target Date	October 18, 2016
Granicus #	
Ordinance #	

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

SECOND AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND NELSON+MORGAN ARCHITECTS, INC.
[FILE NO. 5497]

THIS SECOND AMENDMENT TO CONTRACT (hereafter the “Second Amendment”) to that certain Contract by and between the City of Denton, Texas and Nelson+Morgan Architects, Inc. (hereafter the “Agreement”) in the original not-to-exceed amount of \$24,840, which was heretofore executed on February 13, 2014, and was approved within the delegated authority of the City of Denton Purchasing Agent; and said Agreement was heretofore entered into by and between the City of Denton, Texas, a Texas Municipal Corporation with its offices at 215 East McKinney Street, Denton, Texas 76201 (hereafter the “CITY”); and the firm of Nelson+Morgan Architects, Inc. (hereafter “Nelson+Morgan”) with its offices at 2717 Wind River Lane, Suite 230, Denton, Texas 76210; and

The original Agreement provided for Nelson+Morgan’s services related to the architectural and engineering design services for the City of Denton’s Fleet Services Facility Expansion project as is contained in Attachment (a) of the original Agreement. Upon completion of the original services, it was deemed necessary to request additional design services in the amount of \$20,073.09. Further, additional services to be performed by Nelson+Morgan are contained in Attachment “b” of this Second Amended Agreement.

Nelson+Morgan has substantially completed the work called for in the original Agreement and First Amendment; and the City deems it necessary to further expand the services provided by Nelson+Morgan to the CITY, and to provide an additional not-to-exceed amount \$158,035, for an aggregate of \$202,948.09, for the additional required services.

NOW THEREFORE, the CITY and Nelson+Morgan (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 Second Amendment, which amends the following terms and conditions of the said Agreement, to wit:

1.

The provisions of Section III. “Entire Agreement” of the original agreement are hereby amended to add the additional language as follows, to wit:

“3. Contractor’s Second Amended Proposal. (Attachment B)

2.

The provisions of Section II. "Compensation" in the Agreement shall instead read, "The total comprehensive not-to-exceed amount for this agreement shall be \$202,948.09." The number \$24,840 contained on the original Agreement at the same location is hereby removed.

3.

The Parties hereto agree, that except as specifically provided for by this Second Amendment, that all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in both the Agreement and now the Second Amendment shall be, and will remain in full force and effect.

IN WITNESS WHEREOF, the City of Denton, Texas and Nelson+Morgan, have each executed this Second 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: _____
HOWARD MARTIN
INTERIM CITY MANAGER

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

By: _____

APPROVED AS TO LEGAL FORM:
ANITA BURGESS, CITY ATTORNEY

By: _____

"NELSON+MORGAN"

NELSON+MORGAN ARCHITECTS, INC.

By:  _____
DDF6C04E3B4543D...
AUTHORIZED SIGNATURE, TITLE

ATTACHMENT B



NELSON + MORGAN
ARCHITECTS, INC.

July 19, 2016

Mr. Herman Lawson
City of Denton Facilities
Denton, Texas 76208

**RE: Vehicle and Equipment Maintenance Facility Annex
651 Mayhill Road
Professional Services amendment to Contract #5497/PO 166997**

I. PROJECT SCOPE:

Nelson + Morgan, Architects are pleased to provide the following proposal for providing Professional Services relating to the referenced project. It is our intent to provide normal architectural, structural, mechanical and electrical design services specific to the project requirements. Our understanding of the general scope of work is as follows:

1. Design and development of the construction documents to provide a heavy-duty truck and off-road equipment service, maintenance and repair facility.
 - Project will be designed to meet the general design criteria outlined in the Owner furnished document Building Construction Project 2015-048, Building 112, dated July 31, 2015 and the estimate of probable cost furnished by Links Construction dated March 4, 2016.
2. Facility will be designed to match the general construction features of the Fleet Services Facility located on Texas Street.
 - Precast Concrete "tilt wall" exterior walls.
 - 3-25' wide service bays with 14' x 20' overhead coiling doors designed to accommodate CNG fueled vehicles
 - 1-30' wide service bay with 14' x 20' overhead coiling doors designed to accommodate CNG fueled vehicles
 - Recessed service pit will be located in one service bay.
 - 40' wide covered (open sided) service bay on west end of building.
 - 50' reinforced concrete service apron outside all service doors.

Approximate building areas:

 - 2,500 s.f. administrative and staff support spaces (located on the east side of service bays)
 - 8,500 s.f. enclosed service spaces
 - 4,000 s.f. covered outdoor service area
 - 15,000 s.f. total area under roof
3. Project Budget for this Project has been estimated by Links Construction to be approximately \$1,660,000.00 however this does not represent a complete estimate to establish a final project cost budget. For preliminary fee purposes, the following is recommended:

Enclosed area	11,000	sf	x	175.00	/sf	\$	1,925,000.00
Open area	4,000	sf	x	100.00	/sf	\$	400,000.00
TOTAL	15,000	sf	x	155.00	/sf	\$	2,325,000.00

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If requested, NMA will include the services of a cost consultant to develop the estimate of probable cost. One estimate will be developed at the approval of the design development phase and a final estimate of probable cost will be furnished at the approval of the final construction documents, prior to issuance for bidding.

4. Professional Services: NMA will furnish professional services for this project as follows:
 - Upon approval of the Preliminary design, NMA will furnish the professional services necessary to obtain construction bids and construction permits.
 - NMA will provide professional assistance in preparing Bidding documents and Construction Administration.
 - Project will be designed to meet the IBC 2012, Energy codes, related City of Denton codes and ordinances and Texas Accessibility Standards.
5. NMA proposes the following sub-consultants into the design team on this project:
 - Structural and foundation: Armstrong-Douglass, Structural Engineers (ADSE).
 - Mechanical and Electrical Engineering: Hergenrether Penner McGuire and Burkett Consulting Engineers, Inc. (HPMB)
 - TAS Plan Review and Registered Accessibility Specialist; Jeff Gutknecht
 - Civil Engineering; Parkhill Smith and Cooper (PSC); work scope limited to immediate site drainage and general grading, dimensional control, site paving and utility coordination. It is understood that the Owner will provide a topographic survey.
6. Services not included are:
 - Civil Engineering. It is assumed that no additional civil engineering related to the drainage, detention, utility extensions or modifications, platting or zoning will be necessary. If it is determined that the additional services will be necessary, these will be provided under Additional Services as stated below.
 - Site Topography: Owner will furnish a current site survey with all easements, features and topographic information for the proposed construction site.
 - Platting: It is understood that the City of Denton will coordinate any required platting services that may be necessary.
 - Landscape Design: the project scope will not require the services of a landscape design/architect. NMA will develop a landscape plan to meet the requirements of the City of Denton minimum landscape requirements as outlined in the DDC and related site design criteria.
 - Soils Investigation; Services for a geotechnical survey are not included in our basic services, but will be necessary for foundation and site paving design.

Professional Services are more fully described below.

II. BASIC SERVICES

The following is a brief list of Professional Services that we anticipate will be required and propose to provide. This is not intended to limit our scope of service, but to generally define and explain our intent to provide professional services necessary for the successful completion of the project. Basic Services are those services outlined under Section II of this Agreement. The services outlined in Section II shall be provided on a fee basis as outlined under the Section IV - Professional Fees portion of this agreement.

- NMA will provide preliminary site visits and interviews with management and key personnel to establish full project scope and needs.
- Review of Owner provided drawings and supporting documents.
- Coordinate the following professional services and design elements:

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- Architectural design and project coordination
- Structural Engineering
- Mechanical and Electrical Engineering
- Civil Engineering
- Meeting notes documenting the basic issues, resolutions and action items agreed to during this phase.

Part One: Pre-design, Planning services:

- NMA will prepare the *Preliminary Design* drawings illustrating the design concept for the Project addressing the vehicular and pedestrian circulation, functional grouping of spaces, massing and blocking of major elements, construction phasing, etc.
- Attend design meetings with client to review the *Preliminary Design* documents.
- NMA will prepare a pre-application submittal and attend the follow-up Pre Design and DRC meeting(s). Site design and use concepts will be reviewed for compliance with City of Denton codes, ordinances and development criteria. Results and decisions forthcoming from this process will dictate the development and further submittals of any required platting, site design modifications, utility changes, etc. for project approval.
- Review the scope of work compared with the preliminary cost estimate from Links Construction.
- After final review and approval of preliminary site layout and concept design, further drawings and supporting information that will be developed will include, but not be necessarily limited to the following:
 - Architectural floor plan.
 - Partition types.
 - Major interior elevations.
 - Major millwork elevations.
 - Reflected ceiling plan.
 - General Notes.
 - Preliminary details.
 - Room finishes & door schedules.
 - Preliminary mechanical, electrical and plumbing plans and details.
 - Preliminary structural plans and details.
 - Preliminary project specifications.
 - Meeting notes documenting the basic issues, resolutions and action items agreed to during this phase.
- Time frame for completion of Part One is anticipated to take approximately 6 weeks from approval of the proposal and receipt of a notice to proceed. This schedule could be accelerated based upon meeting coordination and preliminary design approvals, etc.

Preparation of Construction Documents.

Part Two: Construction Documents and Construction Contract Administration: Based on the approved Part One preliminary design, NMA will prepare the final drawings, details and specifications required to construct the Project. The Construction Documents Phase includes attendance by the Architect's personnel at meetings with the Client to coordinate the Work and review the Construction Documents and Opinion of Probable Cost. Any comments received from the Client during final review will be incorporated into the documents prior to bidding.

- Development of all design elements into a detailed and coordinated construction contract package consisting of plans, details and specifications
- Governmental and regulatory review assistance
- Time frame for this phase is anticipated to take approximately 4 months from approval of the Part One design development phase.

Assistance during Bidding and Contract Negotiations

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- Provide plans and specifications to Materials Management Department for project advertising and bidding. Printing expenses to be reimbursed.
- Assist City of Denton in the advertisement of plans
- Answer contractor questions during bidding phase
- Review substitution requests.
- Prepare and issue any necessary addenda.

Construction Administration

Once the successful Contractor is given notice to proceed, the Architect will provide the following *Contract Administration* phase services:

- Schedule and attend a Pre-Construction conference with General Contractor and key sub-contractors.
- Submittal reviews.
- Review substitution requests from the Contractor for materials or products which become unavailable during construction due to circumstances beyond the Contractor's control.
- Finishes and color selection and recommendations
- Provide site visits as deemed necessary by the Architect and his consultants (unless it is determined that no work is being performed at the site) to review the Work in an effort to determine, in general, whether or not it is being constructed in accordance with the *Construction Documents*.
- Attend construction progress meetings at the site. (Frequency to be determined with Owner and Contractor at Pre-Construction meeting. For proposal purposes, a total of 12 site visits have been included. Any additional can be provided as an Additional Service.)
- Review Contractor's schedule and advise Client of construction progress.
- Payment Certification
- Testing and material inspection
- Interpretations and decisions
- Prepare punch lists for the Project.
- Establish dates of Substantial and Final Completion and prepare certificates for same.
- Coordinate project close out and receipt of warranty & maintenance binders from the Contractor.

III.SUPPLEMENTAL SERVICES:

Nelson + Morgan, Architects will provide any supplemental services as deemed necessary by Project requirements or Client. These may include additional extensive architectural, structural or civil engineering or design revisions, mechanical, electrical or acoustical engineering services, Environmental analysis or testing. *Supplemental Services* shall be provided by the Architect, when requested by the Client, on an hourly or negotiated fee basis in addition to the fees charged for *Basic Services* Fees for any supplemental services will receive a 20% mark-up for handling and coordination.

IV.PROFESSIONAL FEES

1. Basic Services: Professional fees for items identified above in Section II, Basic Services shall be based on a total fee of FIVE and ONE-HALF percent (5.5%) of the final Construction Cost of the Project. Services for Part One will be furnished on a lump sum basis as shown below. Part Two services will be furnished for the balance of the professional fees not paid in Part One. These fees shall be billed monthly up to the percentages listed below for each phase based on the latest Opinion of Probable Cost. A final adjustment will be made at the end of the project based on the total construction cost of the Project.

The monthly invoicing will be based upon the following breakdown as services are provided:

PART ONE:

100% upon Completion of task

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PART TWO:

Schematic Design Phase	15% of total fee balance less Part One
Design Development Phase	30% of total fee balance
Construction Documents Phase	35% of total fee balance
Bidding and Negotiation Phase	05% of total fee balance
Construction Administration Phase	15% of total fee balance

2. Texas Accessibility Standards: NMA shall register the proposed project with the Texas Department of Licensing and Regulation as required by the TAS code. NMA will also submit the plans and specifications required under Section 469.101 of the TAS code for review and approval by a registered Accessibility Specialist. The cost for work associated with compliance with the TAS code will be **One thousand two hundred sixty dollars (\$1,260.00)**

3. Civil Engineering: Professional fees for Civil Engineering will be furnished for a total of **Seventeen Thousand Dollars (\$17,000.00)** as outlined below:

Part One:	Concept Site Plan Development:	\$ 2,500.00
	Pre Application Submittal	\$ 500.00
Part Two:	Site Civil Plans	\$ 14,000.00
	Construction Period Service	\$ Hourly as needed

4. Cost Consultant: NMA will furnish the services of a professional cost consultant to provide project professional services at the 100% Design Development phase and 90% Construction Documents phase to substantiate and validate the project budget and the Architects Opinions of Probable Cost. Total fee for these services will be provided for **Seven Thousand Five Hundred dollars (\$7,500.00)**.

5. Additional Services, if required, shall be provided on an hourly basis at the following hourly rates.

Principal	\$150.00/hr
Project Manager	\$87.50/hr
Project Architect	\$87.50/hr
Interior Designer	\$85.00/hr
Staff Architect/Intern	\$77.50/hr
Clerical	\$42.50/hr
Consultants	Cost plus 20%

6. Reimbursable expenses constitute expenses incurred on the Client's behalf by Nelson + Morgan, Architects and NMA's consultants directly related to the Project, as follows:

- Printing, reproductions, plots, standard form documents;
- Postage, handling and delivery;
- Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- All taxes levied on professional services and on reimbursable expenses; and
- Other similar Project-related expenditures.

Reimbursable expenses will receive a 20% mark-up for handling and coordination. For your convenience, we suggest that you **budget \$1,000.00** for these expenses, exclusive of any submittal or filing fees.

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V. Fee Summary:

Fee Summary			
A/E Basic Services			
	Part One	\$	10,000.00
	Part Two	\$	117,875.00
Additional Services/Subconsultants			
	Civil Engineering		20,400.00
	Cost Estimating Services - CC		7,500.00
	TAS registration	\$	1,050.00
	TAS Plan Review	\$	210.00
	Reimbursables (printing, shipping, etc.)	\$	1,000.00
TOTAL		\$	158,035.00

VI. PROFESSIONAL REGISTRATION:

The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, Phone: 512/305-9000, has jurisdiction over individuals licensed under the Architects Registration Law, Article 249A, VTCS, and under the Interior Designer's Registration Law, Article 249E, VTCS.

We look forward to working with you. Should you have any further questions, please feel free to give me a call at your convenience.



ALAN F. NELSON, Architect
Nelson + Morgan, Architects

Certificate Of Completion

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Rebecca Hunter

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rebecca.hunter@cityofdenton.com

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Alan Nelson

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John Knight

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john.knight@cityofdenton.com

Deputy City Attorney

City of Denton

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Howard Martin

howard.martin@cityofdenton.com

Security Level: Email, Account Authentication (Optional)

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Jennifer Walters jennifer.walters@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		
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Robin Fox Robin.fox@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Accepted: 10/9/2015 11:39:51 AM ID: 04463961-03db-4c4d-9228-d660d6146ed6		
Jennifer Bridges jennifer.bridges@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		

Carbon Copy Events		Status	Timestamp
Jane Richardson jane.richardson@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:			
Herman Lawson herman.lawson@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Accepted: 8/11/2015 1:16:56 PM ID: c1ff2170-cbcd-401e-ab74-8bd3b4e69c87			
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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: kevin.gunn@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 kevin.gunn@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 kevin.gunn@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 kevin.gunn@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
- 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.