

EXHIBIT 5

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

SECOND AMENDMENT TO CONTRACT #5424

THIS SECOND AMENDMENT TO CONTRACT (hereafter the “Second Amendment”) to the certain Contract awarded to LCG CONSULTING, (hereafter the “Agreement”) in the original not-to-exceed amount of \$309,000, which was heretofore executed on February 4, 2014, and was approved within the delegated authority of the City of Denton City Council; 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 LCG CONSULTING, whose address is 4962 El Camino Real, Suite 112, Los Altos, CA 94022, (hereinafter referred to as "SUPPLIER,"); and

Previously, contract 5424 was awarded for Forward Market Modeling Software services. SUPPLIER had begun providing initial services called for in the original Agreement.; and the City deemed it necessary to further expand the services by SUPPLIER to the CITY, to provide PLATO Database License for the 2017 ERCOT Database annual license for an additional not-to-exceed amount of \$10,000, for an aggregate of \$319,000. (First Amendment)

The CITY and SUPPLIER have proposed this “Second Amendment to Contract” (hereafter the “Second Amendment”); which Second Amendment provides for three additional terms of service in an amount not-to-exceed \$309,000 (Exhibit A), aggregating a total of not-to-exceed \$628,000; and request that this Second Amendment be approved in order to continue and provide the necessary software licensing services to the CITY; and

NOW THEREFORE, the CITY and SUPPLIER (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:

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 LCG CONSULTING, have each executed this Second Amendment electronically, by and through their respective duly authorized representatives and officers on this date

_____.

EXHIBIT 5

“OWNER”

THE CITY OF DENTON, TEXAS

A Texas Municipal Corporation

By: _____

TODD HILEMAN, CITY MANAGER

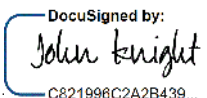
ATTEST:

JENNIFER WALTERS, CITY SECRETARY

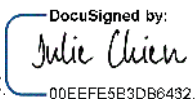
By: _____

APPROVED AS TO LEGAL FORM:

ANITA BURGESS, CITY ATTORNEY

By:  _____
C821996C2A2B439...

SUPPLIER

By:  _____
00EEFE5B3DB6432...

Julie Chien

Director, Corporate Affairs

LCG Consulting

EXHIBIT 5**LCG CONSULTING**

4962 El Camino Real, Suite 112, Los Altos, CA 94022

Tel: (650) 962-9670 / Fax: (650) 962-9615

URL: <http://www.energyonline.com>Email: Info@energyonline.com**Quotation - UPLAN Model and Database License Renewal**

Prepared for City of Denton, Texas

January 24, 2017

I. Extension of Contract #5424 executed on February 4, 2014

City of Denton's existing contract covers three (3) years' license of UPLAN model and PLATO database will expire on February 16, 2017. LCG Consulting proposes to extend the contract for additional three (3) years at a fixed annual license fee schedule, the same amount the City has been paying for the last three years.

Item #	Product Description	2/17/2017-2/16/2018	2/17/2018 - 2/16/2019	2/17/2019-2/16/2020
1	System Hardware and Licenses (TWO Concurrent users) - UPLAN NPM, Volatility & Maintenance Model + ORDC Logic	\$80,000	\$80,000	\$80,000
2	Support & Maintenance Services	Included	Included	Included
3	Application Programming Interface	\$8,000	\$8,000	\$8,000
4	ERCOT Annual Database (Generation, Loads, Transmission, Contingencies, Fuel Forecast)	\$10,000	\$10,000	\$10,000
5	ERCOT market tool - for transmission outages and IIR references to generators	\$5,000	\$5,000	\$5,000
TOTAL		\$103,000	\$103,000	\$103,000

The annual fees covers the 12-month period including ongoing maintenance and support services such as software updates, as well as technical support via Internet, telephone, fax or email, error fixing, and general assistance in the use of the model.

II. Sole Source Vendor and Fair Pricing

LCG Consulting is the single vendor that develops and licenses the UPLAN Network Power Model and PLATO data models and the sole source for UPLAN software maintenance and technical support services. The prices quoted above include municipality discount and LCG affirms that these prices are fair and reasonable.

EXHIBIT 5



Certificate of Completion

Envelope Id: BCB81E9C24744A1898FF073E5BFF04CE	Status: Sent
Subject: City Council DocuSign Item - 5424 Amendment to LCG Market Modeling Software	
Source Envelope:	
Document Pages: 4	Signatures: 2
Supplemental Document Pages: 0	Initials: 0
Certificate Pages: 6	
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Rebecca Hunter
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	rebecca.hunter@cityofdenton.com
	IP Address: 129.120.6.150

Record Tracking

Status: Original	Holder: Rebecca Hunter	Location: DocuSign
1/25/2017 2:31:37 PM	rebecca.hunter@cityofdenton.com	

Signer Events

Signer Events	Signature	Timestamp
Rebecca Hunter rebecca.hunter@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	Completed Using IP Address: 129.120.6.150	Sent: 1/26/2017 9:35:19 AM Viewed: 1/26/2017 9:50:11 AM Signed: 1/26/2017 9:51:39 AM
Julie Chien julie.chien@energyonline.com Director, Corporate Affairs LCG Consulting Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Accepted: 1/26/2017 10:01:31 AM ID: cd808ac2-5767-416b-aa78-2080e248bae6	 00EEFE5B3DB462... Using IP Address: 50.196.129.89	Sent: 1/26/2017 9:51:40 AM Viewed: 1/26/2017 10:01:31 AM Signed: 1/26/2017 10:02:36 AM
John Knight john.knight@cityofdenton.com Deputy City Attorney City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	 C821996C2A2B439... Using IP Address: 129.120.6.150	Sent: 1/26/2017 10:02:39 AM Viewed: 1/26/2017 11:25:02 AM Signed: 1/26/2017 11:25:15 AM
Julia Winkley julia.winkley@cityofdenton.com Contracts Administration Supervisor City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		Sent: 1/26/2017 11:25:16 AM

EXHIBIT 5

Signer Events	Signature	Timestamp
<p>Todd Hileman todd.hileman@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p> <p>Jennifer Walters jennifer.walters@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>		
Person Signer Events	Signature	Timestamp
Editor Deliver Events	Status	Timestamp
Agent Deliver Events	Status	Timestamp
Intermediary Deliver Events	Status	Timestamp
Certified Deliver Events	Status	Timestamp
Car on Cop Events	Status	Timestamp
<p>Julia Winkley julia.winkley@cityofdenton.com Contracts Administration Supervisor City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p> <p>Sherri Thurman sherri.thurman@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p> <p>Jane Richardson jane.richardson@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p> <p>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</p>	<div>COPIED</div> <div>COPIED</div>	<p>Sent: 1/26/2017 10:02:37 AM</p> <p>Sent: 1/26/2017 10:02:38 AM Viewed: 1/26/2017 10:05:26 AM</p>

EXHIBIT 5

Carion Cop Events	Status	Timestamp
<p>Jennifer Bridges</p> <p>jennifer.bridges@cityofdenton.com</p> <p>Security Level: Email, Account Authentication (Optional)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>		
<p>Jane Richardson</p> <p>jane.richardson@cityofdenton.com</p> <p>Security Level: Email, Account Authentication (Optional)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>		
<p>Lance Cunningham</p> <p>Lance.Cunningham@cityofdenton.com</p> <p>Security Level: Email, Account Authentication (Optional)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>		
otar Events		Timestamp
Envelope Summar Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/26/2017 11:25:16 AM
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Electronic Record and Signature Disclosure		

EXHIBIT 5

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.

EXHIBIT 5

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, 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.

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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.