

Agreement For Professional Services (Hourly)
(On-Call Construction Management Projects)

This Agreement for Professional Services (the "Agreement") is made and entered into this 4th day of April, 2025 (the "Effective Date"), by and between the Town of Erie, , a Colorado municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and RockSol Consulting Group Inc., an independent contractor with a principal place of business at 12076 Grant Street, Thornton, CO 80241 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, the Town requires professional services; and

Whereas, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

Now, therefore, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. Scope of Services

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. Term and Termination

A. This Agreement shall commence on the Effective Date and shall continue for 3 years unless sooner terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. Compensation

In consideration for the work performed by Contractor under the Scope of Services, the Town shall pay Contractor as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference.

IV. Professional Responsibility

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work except as expressly set forth in the Scope of Services.

D. Contractor shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act, 42 U.S.C. § 7401, *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. § 651, *et seq.*; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

V. Ownership

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be

exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor; provided that Contractor shall have no liability for any work that has been modified by the Town.

VI. Independent Contractor

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VII. Insurance

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

C. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and

extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

D. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. Indemnification

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor; provided that Contractor's liability shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. Miscellaneous

A. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

B. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. *Integration.* This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

E. *Notice.* Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

F. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

H. *Assignment.* Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. *Governmental Immunity.* The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. *Rights and Remedies.* The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

Exhibit A Scope of Services

Contractor's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town:

Contractor shall review and manage monthly invoices and progress reports for accuracy.

Contractor shall comply with Town design standards and CDOT's construction, materials, and laboratory manuals; Miscellaneous and Special M&S Standards; and standard industry practices.

Contractor shall review plans for cost/schedule savings and constructability prior to construction commencing. Contractor shall examine phasing and traffic control , schedules and method statements for cohesiveness and overlap during construction.

Coordinating with Town Staff and Stakeholders

After the initial review, Contractor shall meet with the designated Town project manager to coordinate and schedule the required work.

Participating in Preconstruction Activities and Attending Progress Meetings

Contractor shall attend the preconstruction, pre-paving, and all other pre-work meetings along with progress meetings and any other key meetings. The Contractor's Project Manager shall lead these meetings and prepare meeting minutes for the project record, and distribution to the Town Project Manager.

Construction Management

Contractor shall provide project delivery and construction expertise and insight during all phases of Town projects. Contractor shall provide a full-range of construction-related services including pre-construction evaluations; procurement expertise, including Design-Bid-Build, Design-Build, Construction Manager/General Contractor; construction management; scheduling; cost estimating; constructability reviews; inspection; and field and laboratory materials testing.

Contract Administration, Coordination, and Correspondence

Contractor shall provide administrative organization for all project communication and documentation for this construction project. Contractor shall facilitate weekly meetings on project sites with the Town and the construction contractor. Contractor shall work with the Town to select an appropriate system for managing the documentation associated with the project, utilizing its experience helping clients with this task in the past.

Interpretation of Drawings and Specifications

Contractor shall log receipt of all requests for information (RFIs), forward the RFI to the appropriate party, follow up as necessary, and document the disposition in a tracking system to assure that all questions are resolved promptly. Any field revisions to the plans shall be coordinated with the Engineer of Record for potential change orders and distributed to the construction contractor, the Town, and affected parties.

Change Order Administration

Contractor shall negotiate, draft, and coordinate closely with the Town and construction contractor regarding any potential change orders.

Review Payment Requests

Contractor shall review, compare, and certify the construction contractor's monthly payment request with the field quantity measurements to ensure the payment is reasonable and justified, and promptly make a recommendation to the Town on the payment request.

Construction Meetings

These meetings include weekly progress and scheduling meetings, and monthly public information meetings. They also include pre-construction meetings and any other important project events, such as pre-pavement and girder erection. Contractor shall schedule these meetings as needed before work begins on major features.

Project Documentation

Contractor shall maintain project files, including meeting minutes and rosters, changes made during construction, project related decisions, communication and memorandums to and from the construction contractor and the Town, traffic control items, project financial items, change orders, shop drawings, etc. Contractor shall ensure that final as-built documentation is completed in compliance with Town procedures.

Schedule and Public Information Coordination

Contractor shall review the construction contractors weekly schedule including upcoming inspection and testing requirements and shall work closely with the Public Information Officer to ensure timely notification to the public and businesses in the nearby area.

Construction Inspection

Contractor shall perform observations and inspections prior to and during work on major items, ensuring they are completed in accordance with project plans, standards, and specifications, and any applicable Town manuals.

Written Record of the Daily Construction Activities

Contractor shall maintain a project diary, and a daily record of the construction manpower and equipment on the projects shall also be maintained by any other Contractor project staff. These records shall be used as an accurate and complete record of the progress of the work.

Maintain Accurate Notes

Contractor shall maintain the Inspector's Diary, the Inspector's Progress Report, and certified scale tickets shall be used to document field measurements and actual as-constructed quantities. These field records shall be used to maintain the as-built plans for the project.

Non-Compliance with the Contract Plans and Specifications

As part of the project documentation, Contractor shall provide the construction contractor with verbal and written notifications of any work that is noncompliant. Contractor shall follow up at weekly progress meetings and, if necessary, at the final inspection until all issues are corrected.

Measurement of the Work

Contractor shall prepare interim measurements for each monthly pay estimate period. Contractor shall prepare final measurements and documentation for each item as soon as that item is completed.

Routine Correspondence

Contractor shall prepare and distribute routine correspondence to the construction contractor, the Town's representatives, and other stakeholders as required throughout the duration of the project.

Drone Photo Documentation

Contractor shall use an Unmanned Aerial Vehicle (drone) program to document the progress of the project, measure quantities, and inspect construction.

Materials Testing & Oversight

Contractor shall provide on-call materials testing for soils, aggregates, concrete, and HMA. Contractor shall gather all required Certificates of Compliance (COCs), Certified Test Results (CTRs), ensuring that Town projects are properly documented, and the materials supplied are as specified in the design.

Environmental

Contractor shall offer on-site assistance with environmental issues like dewatering, working in waterways, and preparing for EPA, CDPHE, or Town stormwater staff inspections.

Shop Drawings

Contractor shall prepare and maintain logs for the review of shop drawings by the Engineer of Record, and shall assure timely processing and distribution of the submittals. The deadlines for shop drawing review shall be clearly stated and tracked to ensure compliance with the project schedule and specifications.

Final Punch List and Inspection

Contractor shall prepare a punch list of uncompleted work, non-conformance reports, deficient work, and cleanup work. Once all work on the punch list is complete, a final inspection shall be scheduled. The inspection shall occur prior to the Town's issuance of substantial and final completion documents.

Preventing Stormwater Pollution

Contractor shall help project managers ensure adherence to stormwater permits and practices.

Presenting a Positive Public Image

Contractor shall work with the Town project staff, the construction contractor, the public, and public information personnel to help keep all affected stakeholders informed about the progress of projects. Contractor shall act as an information conduit to the Town Project Manager and the Town Public Information Officer regarding traffic operations, access control issues, activities that impact public and private properties, and other project operations that may become an issue to the public.

Emphasizing Effective Communication

Contractor shall attend all appropriate project meetings to stay informed of Town events, project activities, and developments. Contractor shall provide frequent project reviews to maintain full cooperation and understanding with all project participants.

Contractor's Deliverables

In performance of the duties described above, Contractor shall deliver the following items to the Town, during the timeframes established by the Town:

Daily

- Daily diaries for all construction activities performed
- Documentation of all project correspondence
- Cross checks to ensure erosion control inspections, corrections, and documentation is in compliance with all permits
- Traffic control review and approval

Monthly

- Verification of payroll documentation and compliance for all contractors and subcontractors to ensure compliance with Davis Bacon Wages (if required)

- Preparation of quality and quantity records
- Monthly Pay estimate documentation
- Responses to contractor requests for information (RFIs), submittals, claims, and correspondence
- Preparation of meeting agendas and minutes
- Preparation of contract modification orders with justifications, minor contract revisions with justifications
- Public Information Office updates
- As-constructed documentation
- Punch lists for incomplete work
- Final inspection for final project acceptance
- Completion of all required Federal Aid documentation (if required)
- Final Pay estimate documentation
- Final documentation to Town of Erie representative within 20 days of construction completion and acceptance
- Shop drawings shall be reviewed for completeness by the Consultant Project Engineer and forwarded to the appropriate design engineer for review/acceptance/revision.
- Contractor shall act as the intermediary between the designers and the construction contractor to ensure that contractual schedules are maintained.
- Contractor shall hold a weekly Contract Week Look-Ahead meeting for all projects to discuss upcoming work, traffic patterns and lane closures, and to document the discussions. These schedules shall all be maintained in the project record and available for Town Management and Stakeholders to review at any time.

Exhibit B Compensation

Contractor shall be paid on an hourly basis for the time spent by Contractor's employees performing the work described in the Scope of Services. Contractor shall provide itemized invoices detailing the work performed, and shall bill in increments of not less than 15 minutes. Such invoices shall be submitted to the Town on a monthly basis.

The hourly rates for Contractor's employees are as follows:

January 1, 2025 to December 31, 2025

RockSol Standard Fee Schedule

<i>Employee Classification</i>	<i>Hourly Rate*</i>
Senior Project Manager	\$288.00
Senior Transportation Engineer	\$243.97
Senior Project Engineer	\$220.93
Project Manager II	\$219.50
Project Manager I	\$192.77
Senior Structural Engineer	\$248.50
Structural Engineer III	\$219.50
Structural Engineer II	\$178.97
Structural Engineer I	\$154.85
Senior Geotechnical Engineer	\$269.92
Senior Geologist	\$171.83
Staff Engineer II	\$173.44
Staff Engineer I	\$154.85
Engineer-in-Training III	\$143.94
Engineer-in-Training II	\$122.61
Engineer-in-Training I	\$109.85
Engineering Student Intern	\$71.45
Environmental Manager	\$178.19
Environmental Specialist III	\$155.00
Environmental Specialist II	\$131.82
Environmental Specialist I	\$110.80
Const. Mgr/Inspector IV (20-25 yrs or PE 15 yrs)	\$188.23
Const. Mgr/Inspector III (10-20 yrs or PE 7 yrs)	\$165.63
Const. Mgr/Inspector II (3 to 10 yrs)	\$131.71
Const. Mgr/Inspector I (Less than 3 yrs)	\$97.92
Technician IV (Lab or Field Manager)	\$145.91
Technician III (+15 years)	\$120.25
Technician II (2 to 15 years)	\$99.36

Technician I (Less than 2 yrs)	\$82.61
Design Technician III	\$143.94
Design Technician II	\$111.45
Design Technician I	\$84.88
Graphic Designer	\$121.09
Project Control and Admin	\$110.89

The total annual compensation under this Agreement shall not exceed the amount included in the Town's annual budget.

Certificate Of Completion

Envelope Id: BBE0F4EB-5099-431A-ACB2-DE74337F5019

Status: Completed

Subject: Complete with Docusign: On Call Contract final draft.pdf

Source Envelope:

Document Pages: 13

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Lyndsy Willette

AutoNav: Enabled

645 Holbrook Street

Envelopeld Stamping: Enabled

P.O. Box 750

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Erie, CO 80516

lwillette@erieco.gov

IP Address: 50.206.104.130

Record Tracking

Status: Original

Holder: Lyndsy Willette

Location: DocuSign

4/2/2025 2:17:31 PM

lwillette@erieco.gov

Signer Events

Saeid Saeb

saeb@rocksol.com

Saeid Saeb, President

RockSol Consulting Group, Inc.

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

Saeid Saeb
4C62D458CC1B4CF...

Timestamp

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Viewed: 4/3/2025 10:49:12 AM

Signed: 4/3/2025 10:52:17 AM

Signature Adoption: Pre-selected Style

Using IP Address: 65.153.243.130

Electronic Record and Signature Disclosure:

Accepted: 4/3/2025 10:49:12 AM

ID: 4566058c-b9a9-45db-8489-adb7f4f04daf

Malcolm Fleming

mfleming@erieco.gov

Town Manager

Town of Erie

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Malcolm Fleming
E38217B772C044A...

Sent: 4/3/2025 10:52:19 AM

Viewed: 4/4/2025 3:42:00 PM

Signed: 4/4/2025 3:44:53 PM

Signature Adoption: Pre-selected Style

Using IP Address: 71.56.224.41

Electronic Record and Signature Disclosure:

Accepted: 12/13/2019 8:05:14 AM

ID: 450d207f-e867-4a61-9530-af10a11009f0

Debbie Stamp

dstamp@erieco.gov

Town Clerk

Town of Erie

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Debbie Stamp
87307DE909D7465...

Sent: 4/4/2025 3:44:55 PM

Viewed: 4/4/2025 3:55:34 PM

Signed: 4/4/2025 3:55:48 PM

Signature Adoption: Pre-selected Style

Using IP Address: 50.206.104.130

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
Town Clerk townclerk@erieco.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 11/25/2024 8:06:29 AM ID: 26da72fc-72cf-4c5f-a292-f11a36e2f6ec	COPIED	Sent: 4/4/2025 3:55:49 PM
Jon Williams jwilliams@erieco.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 8/8/2023 3:27:26 PM ID: 8f7b9550-c1f9-4bf9-a7cd-3af901f8b9b1	COPIED	Sent: 4/4/2025 3:55:50 PM Viewed: 4/4/2025 4:35:23 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/2/2025 2:26:26 PM
Certified Delivered	Security Checked	4/4/2025 3:55:34 PM
Signing Complete	Security Checked	4/4/2025 3:55:48 PM
Completed	Security Checked	4/4/2025 3:55:50 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Town of Erie (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 the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents 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. Further, you will no longer be able to use the DocuSign system 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 the DocuSign system 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 Town of Erie:

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: docusign@erieco.gov

To advise Town of Erie of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@erieco.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Town of Erie

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 email to townclerk@erieco.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Town of Erie

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@erieco.gov and in the body of such request you must state your email, full name, mailing address, and telephone 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

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents 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 confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email 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 as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Town of Erie as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Town of Erie during the course of your relationship with Town of Erie.