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Agreement for Services
(2026 Asphalt Repair Services (N26-077))

This Agreement for Services (the "Agreement") is made and entered into this _____ day of _____, 2026 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Western Plains Construction, an independent contractor with a principal place of business at 8134 Conifer Road, Denver, CO 80221 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, the Town requires services; and

Whereas, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required 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, Termination, and Renewal

A. This Agreement shall commence on the Effective Date and shall continue through December 31, 2026, 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.

C. Commencing on January 1, 2027, this Agreement shall automatically renew for 4 additional 12-month terms, unless prior to December 1 of any given year, either

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Party provides notice that the Agreement will be terminated as of December 31 of that year. Contractor shall provide the Town with the proposed increase for the following year on or before November 1 of each year.

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. For each renewal term, the compensation may not increase by more than 2% or the amount of inflation reported in the Denver-Boulder-Greeley Consumer Price Index, All Items, whichever is greater.

IV. Responsibility

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein. The work performed by Contractor shall be in accordance with generally accepted level of competency presently maintained by others 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. Contractor shall at all times comply with all applicable law, including all federal, state and local statutes, regulations, ordinances, decrees 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 and safety, including without limitation the following, as amended: the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Occupational Safety and Health Act; the Solid Waste Disposal Act; the Davis Bacon Act; the Copeland Act; the Contract Work Hours and Safety Standards Act; the Byrd Anti-Lobbying Amendment; the Housing and Community Development Act; and the Energy Policy and Conservation Act.

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,

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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.

B. 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.

C. 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.

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VIII. Indemnification

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.

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

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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.

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

Town of Erie, Colorado

_____

Andrew J. Moore, Mayor

Attest:

_____

Debbie Stamp, Town Clerk

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Contractor

By: DocuSigned by: 5163F9E4BEF94F8... _____

Jesus Gutierrez,

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 2026, by _____ as _____ of _____.

My commission expires:

(Seal)

_____
Notary Public

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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 perform asphalt repair and replacement as identified by the Public Works Department. Repairs will include general removal and replacement of damaged asphalt infrastructure, including, but not limited to, full depth, infrared, overlay patching, and other projects as needed or necessary at various locations throughout the Town.

- The Town will provide Contractor with a written list of the locations and types of repairs that are required. Contractor must complete the repair services within the timeframe directed by the Town.

- Contractor may be required to provide emergency repairs, as needed. All work considered an "emergency repair" shall be completed within an agreed upon time period of notification.

Additional Terms and Conditions

General

1.1. Project Manager. The Project Manager is Connor Conilogue, Pavement and Traffic Coordinator.

1.2. Work Hours. Contractor shall maintain hours of operation from 8:00 a.m. till 5:00 p.m. Monday through Friday. Should the Contractor desire to work on Saturdays, Sundays, legal holidays, or at night between the hours of 5:00 p.m. and 8:00 a.m., the Contractor shall submit a written request to the Project Manager at least twenty-four hours in advance. If approval is given by Project Manager to Contractor for authorized overtime work, Project Manager's and Project Manager's authorized personnel will charge overtime and other incidental administrative expenses necessary for performing inspections on Saturdays, Sundays, legal holidays, or at night between the hours of 5:00 p.m. and 8:00 a.m., the Contractor will be responsible to pay for all such rates and charges, and shall not be granted a contract price increase for such charges.

1.3. Work Standards. All work to be completed to the Town of Erie Standards and Specifications for the Design and Construction of Public

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Improvements. All standards and details are available for download from the Town's website at www.erieco.gov.

1.4. Lane Restrictions. Contractor shall only be allowed to restrict lane usage between the hours of 8:00 a.m. till 4:00 p.m. Monday through Friday. A minimum of one lane with flaggers must be provided during the restricted lane usage. Should the contractor desire to restrict lane usage on Saturdays, Sundays, legal holidays, or at night between the hours of 4:00 p.m. and 8:00 a.m. on week days, the Contractor shall obtain approval from the Project Manager prior to any lane restrictions requiring traffic control devices and/or flagger(s).

Coordination With the Public

1.5. Advance Notice. Contractor shall give at least 72 hours' notice to all affected residents or business owners within the limits of the project prior to beginning the work. The Town shall supply the Contractor with an address location map, for Contractor's use in performing notifications. The notification will include the anticipated start date and anticipated finish date. Notice may be given by use of door hangers.

1.6. Controls of Work. Contractor will enter a work area with the minimum of disruption to the local residents and public. The Contractor will identify locations for crew parking, equipment storage site at the end of work hours, material storage locations, and advance traffic control.

1.7. Contractor's Conduct. The Town of Erie, for the benefit of its citizens, is contracting the work. The conduct of the Contractor and the Contractor's dealings with the public are of importance to the Town. The Contractor and the Contractor's employees, and employees of the Contractor's suppliers, agents, and Subcontractors shall at all times treat local residents and the public with respect and courtesy. The Contractor shall conduct all work in such a manner as to cause the least inconvenience to local residents and the public.

The Town of Erie Project Manager will demand dismissal of workers, but not limited to, the following:

a. Being discourteous or disrespectful to local residents or the public.
b. Abuse or taunting of pets.
c. Disposing of rubbish in locations other than approved receptacles.
d. Use of vulgar, abusive, or harassing language or gestures.
e. Use or possession of alcoholic beverages or drugs other than over-the-counter and prescription drugs.
f. Elimination of body waste in locations other than approved sanitation facilities.

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g. Damage or defacement of private property outside of street right-of-way and not necessary for the completion of the Work.
h. Trespassing on private property.
i. Use of water from private residences without permission from the resident.

Repair Phase

1.8. Work Standards. All work to be completed to the Town of Erie Standards and Specifications for the Design and Construction of Public Improvements. All standards and details are available for download from the Town's website at www.erieco.gov.

1.9. Asphalt Mix and Testing. Contractor shall complete all requirements per Section 500 of the Town of Erie Standards & Specifications with specific reference, but not limited to, Section 544.00 and 573.00. Contractor testing may be required if warranted depending on the size and depth.

1.10. Traffic Control. Contractor will be responsible for adequate traffic control and signage in work areas at all times. A traffic control plan will be submitted to the Project Manager for approval prior to commencement of work.

1.11. Utility Information. Before beginning work at any location, the Contractor shall be responsible for notifying all affected utility companies. The Contractor shall, ahead of excavation, locate all underground utilities and structures so that they will not be damaged by their operations. The Contractor shall be fully responsible for any and all damages caused by their failure to accurately locate and preserve any and all underground utility lines and structures. The Utility Notification Center of Colorado shall be contacted to schedule area utility locates (811).

1.12. Site Clean Up. The Contractor shall maintain a clean work area at all times and will be responsible for the daily removal of nuisance dust on road surfaces, mud, and construction debris, whether caused directly by the Contractor's construction operation, or that of their subcontractors and/or material suppliers, or indirectly due to the work site conditions in general, from all public streets, private driveways, and parking lots within or adjacent to the project area. At the close of work each day, the Contractor shall scrape and sweep such streets, driveways, and parking lots as necessary to leave them in a cleaned, acceptable condition for traffic. The Contractor will be responsible for any damage due to their maintenance and/or cleaning operations.

1.13. Licenses and Permits. The Contractor must be current or obtain a Town of Erie Contractor's License with the Town of Erie Building Department as well

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as a right-of-way permit from the Public Works Department prior to starting work.

1.14. Milling. Milling and grinding is intended for t-patching. All items are subject to t-patching only and not required to be a full-width mill.

1.15. Liquidated Damages. It is understood that the Contractor has 60 days from the date work is assigned to substantially complete each list of work provided. Because time is of the essence and delayed performance constitutes a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty. For each day Final Completion is delayed, Contractor shall be assessed the following amounts:

Contract Price	**Amount per day**
$0-$50,000	$350
$50,000-$100,000	$380
$100,000-$250,000	$440
$250,000-$500,000	$520
$500,000-$1,000,000	$640
$1,000,000-$2,000,000	$820
$2,000,000-$4,000,000	$1,080
$4,000,000-$8,000,000	$1,450
$8,000,000-$12,000,000	$1,820
$12,000,000 or greater	$2,250

Allowing Contractor to continue and finish the work or any part thereof after the final completion date shall not operate as a waiver on the part of the Town of any of its rights under the Agreement. Any liquidated damages assessed shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the work in the contract time. Liquidated damages may be deducted from any payment due Contractor or the retainage. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the Town.

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Exhibit B
Compensation

Contractor shall be paid as follows for performance of the services set forth in the Scope of Services. Contractor shall provide itemized invoices detailing the work performed. Such invoices shall be submitted to the Town on a periodic basis.

No	Description	Units	Unit Price
1	Mobilization (per event)	LS	$1,000.00
2	Traffic Control (per event)	LS	$1,200.00
3	Remove & Replace Asphalt Repair 0-4" thick, 0 - 200 SF	SF	$8.00
4	Remove & Replace Asphalt Repair 5-6" thick, 0 - 200 SF	SF	$6.50
5	Remove & Replace Asphalt Repair 7-8" thick, 0 - 200 SF	SF	$9.50
6	Remove & Replace Asphalt Repair 9-12" thick, 0 - 200 SF	SF	$14.50
7	Remove & Replace Asphalt Repair 0-4" thick, 201 - 500 SF	SF	$6.50
8	Remove & Replace Asphalt Repair 5-6" thick, 201 - 500 SF	SF	$6.00
9	Remove & Replace Asphalt Repair 7-8" thick, 201 - 500 SF	SF	$8.50
10	Remove & Replace Asphalt Repair 9-12" thick, 201 - 500 SF	SF	$13.00
11	Remove & Replace Asphalt Repair 0-4" thick, over 500 SF	SF	$6.50
12	Remove & Replace Asphalt Repair 5-6" thick, over 500 SF	SF	$6.00
13	Remove & Replace Asphalt Repair 7-8" thick, over 500 SF	SF	$8.00
14	Remove & Replace Asphalt Repair 9-12" thick, over 500 SF	SF	$10.50
15	Remove & Replace Subgrade Over Excavation	SY	$50.00
16	Infrared Patching	SF	$10.00
17	Overlay Patching	SF	$4.50
18	Saw cutting	LF	$2.50
19	Milling / Grinding	LF	$20.00
	GRAND TOTAL		
	R&R = Remove and Replace		

The total annual compensation under this Agreement for 2026 shall not exceed $300,000.

Certificate Of Completion

Envelope Id: 0255B7E3-4A09-826B-81F4-E6A8B58D91FE
Status: Completed
Subject: Complete with Docusign: Agreement for Services - 2026 Asphalt Patching.pdf
Source Envelope:
Document Pages: 11
Signatures: 1
Certificate Pages: 4
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Kris McDaniel
645 Holbrook Street
P.O. Box 750
Erie, CO 80516
krismc@erieco.gov
IP Address: 50.206.104.130

Record Tracking

Status: Original
6/12/2026 3:29:15 PM

Holder: Kris McDaniel
krismc@erieco.gov

Location: DocuSign

Signer Events	Signature	Timestamp
Jesus Gutierrez Miranda jesusgutierrez@westernplains.net Member Security Level: Email, Account Authentication (None)	DocuSigned by: 5163F0E4BEF94F8... Signature Adoption: Drawn on Device Using IP Address: 174.208.230.25 Signed using mobile	Sent: 6/12/2026 3:30:46 PM Viewed: 6/12/2026 5:32:20 PM Signed: 6/12/2026 5:32:40 PM

Electronic Record and Signature Disclosure:
Accepted: 6/12/2026 5:32:20 PM
ID: 55749067-8705-49a8-a276-467dcd2bb5e0

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

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/12/2026 3:30:47 PM
Certified Delivered	Security Checked	6/12/2026 5:32:20 PM
Signing Complete	Security Checked	6/12/2026 5:32:40 PM
Completed	Security Checked	6/12/2026 5:32:40 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.