



## CONTRACT FOR SERVICES TASK ORDER NO. 1

The following task order shall be in accordance with the master contract for Master Agreement for On-Call Engineering and Related Services dated September 4, 2024 between Town of North Topsail Beach (OWNER) and W.K. Dickson & Co., LLC (CONSULTANT).

1. SCOPE OF SERVICES.

*See Attachment A: Scope of Services*

2. TIME OF PERFORMANCE. 210 calendar days.

3. BASIS OF COMPENSATION.

- A. Basic Services. The OWNER shall pay the CONSULTANT for services set forth above, Scope of Services, a Not-to-Exceed Fee of Two Hundred Three Thousand Dollars (\$203,000.00).
- B. Additional Services. The OWNER shall pay the CONSULTANT for additional services which are not specifically called for in above, Scope of Services, on an hourly basis in accordance with the CONSULTANT'S standard rates.
- C. Reimbursable Expenses. Unless expressly included in the Lump Sum Fee, the OWNER shall compensate the CONSULTANT for incidental expenses incurred in connection with this Task Order, including travel expense, lodging and subsistence expense, printing and duplication expense, and other incidental out of pocket expenses at cost. For the purposes of reimbursement, travel expense shall be at the rate contained in the attached rate schedule.
- D. Premium Rate Adjustment. Should OWNER request an accelerated schedule requiring CONSULTANT to work overtime hours, then a 1.25 premium rate adjustment shall be applied to current hourly rates or lump sum fees as applicable. Accelerated schedule and premium rate adjustment shall be approved as part of compensation at time of contract execution or by written amendment.

OWNER:

TOWN OF NORTH TOPSAIL BEACH

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CONSULTANT:

W.K. DICKSON & CO., LLC

DocuSigned by:

By: Scott Sigmon  
A616783C8E9646A...

Name: Scott Sigmon, PE

Title: Vice President

Date: 11/27/2024

*INCLUDE this section only if contract is for a North Carolina public sector client*

This instrument has been preaudited in the manner required by the "Local Government Budget and Fiscal Control Act".

By: \_\_\_\_\_

Date: \_\_\_\_\_

Finance Officer

**E-Verify Certification:** As a condition of payment under this agreement, Consultant shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes to the extent legally applicable. Further, if Consultant provides services to the Town utilizing a subcontractor, Consultant shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes to the extent legally applicable. Consultant shall verify, by affidavit, compliance with the terms of this section upon request by the Town.

**Iran Divestment.** Consultant certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58. Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. § 147-86.60) It is the responsibility of each vendor or contractor to monitor compliance with this restriction.

**Israel Boycott.** Consultant certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81. It is the responsibility of Consultant to monitor compliance with this restriction.

## ATTACHMENT A

### SCOPE OF SERVICES

The CONSULTANT shall create design plans and complete the engineering design of two critical areas on Island Dr. and New River Inlet Rd., and then prepare permitting and construction documents to implement these solutions. The scope of services included within this contract are project management, additional surveying, coordination with and permitting by NCDOT, finalizing the construction plans and contract documents, CAMA minor permitting, wetland delineation and bid services. The overall proposed project layouts are included in Figure 1. The CONSULTANT shall also obtain an individual CAMA Minor permit for each of these sites and publicly bid these sites as one combined project.

The first proposed drainage improvement project is located off of Island Dr. (Hwy 210) at the South First Station and will include four stormwater inlet structures, 984 linear feet of stormwater pipe, 6,701 square feet of underground infiltration chambers, and one pump station to bring the stormwater to the infiltration chambers.

The second proposed drainage improvement project is on New River Inlet Road (SR 1568) at Richard Peters Town Park. This project will include a combination of permeable pavers, re-configuration of road swales, and a new level spreader.

1. SCOPE OF SERVICES. CONSULTANT shall provide additional services to include the following:

#### **1.0 Project Management**

ENGINEER will manage the Seahorse-Charlotte Ave. infiltration project effort in a manner so as to be responsive to the needs and schedule of the OWNER and assure the quality of the product. The following project management efforts will be conducted in coordination with the OWNER:

- A. Prepare and submit a project schedule for review and approval by the OWNER's project manager. The schedule shall be broken down by work tasks and milestone events. This schedule will be used throughout the life of the project as a project control system for the CONSULTANT and as a basis for status reporting to the OWNER.
- B. The CONSULTANT's Project Manager shall prepare and submit a monthly progress report to update the project schedule, list milestones achieved, provide current status of each major task, support and document schedule changes, update product costs, and justify changes to the schedule or proposed budgets. Monthly progress reports are due at the end of each month and shall accompany each invoice.
- C. Certify all project deliverables (signed, sealed and dated) by a professional engineer and/or surveyor registered in the state of North Carolina. Participate in project closeout and ensure it is completed on a timely basis.
- D. Coordinate and conduct QA/QC according to our in-house QA/QC plan and procedures including reviews at key stages of the project, independent project quality control reviews

to assess conformance to project scope, data collection, methodologies, model output, budget, and schedule; and prepare QA/QC documentation.

**2.0 Field Survey**

The CONSULTANT shall update the topographic and location survey of the sites included in Figure 1 from the original survey performed as part of the RCCP Infiltration study project. The OWNER shall furnish to the CONSULTANT any available topographic and storm water infrastructure inventory data and Record Drawing data relative to the project to be used only as a verification tool. Horizontal surveys shall be tied to the North Carolina State Plane Coordinate System (North American Datum 1983), and vertical surveys shall be based on the North American Vertical Datum of 1988. The survey shall comply with the requirements for a planimetric survey to the accuracy of Class AA and vertical accuracy to the Class C standard as detailed in the Standards of Practice for Land Surveying in North Carolina, Amended August 1, 2014 and shall include:

- A. Conduct record research (deeds, easements and recorded plats) sufficient for field recovery of boundary corners for up to two (2) parcels within the project area for easement acquisition purposes only. A boundary survey for each parcel will not be performed.
- B. Field locate and map above-ground planimetric features, including tree lines, electrical transmission, and distribution lines, poles, retaining walls, lakes, ditches, buildings, drives, edges of asphalt and concrete pavements, fire hydrants, valves, curb and gutter, above ground water appurtenances, storm sewer structures and sanitary sewer manholes/cleanouts. Pipe size, type of pipe and invert elevations will only be obtained for storm sewer lines and gravity sanitary sewer lines that are identifiable and accessible without the need for confined space entry or confined space certification.
- C. CONSULTANT will utilize a Level B survey that will employ non-intrusive geophysical technologies to designate the existence and horizontal positions of known and unknown utilities along the area of investigation. A combination of GPR and EM technologies will be used for the investigation. Horizontal paint marks and any relevant features associated with the horizontal paint marks throughout the project area will be surveyed. The Level B survey will cover approximately 52,000 square feet.
- D. Conduct a topographic field survey and produce a 3-dimensional topographic map depicting 1-foot contour intervals. The vertical accuracy of the topographic map will be plus or minus 0.5 foot.
- E. Locate individual trees larger than 18" DBH (Diameter at Breast Height) as well as ornamental trees within the project boundary, if any.
- F. Locate flagged wetlands and jurisdictional streams within the project area, if any.
- G. CONSULTANT will provide necessary office computations and CADD production for the services outlined above.

- H. The CONSULTANT shall research local records and obtain existing documentation that defines the location or description of existing utility easements of record, including blanket easements within the project limits. Research will be performed to the best of the CONSULTANT's ability to determine easements of record. It should be noted that this does not represent a legal title opinion.
- I. The CONSULTANT shall provide four (4) "Quality Level A" (vacuum excavations or soft digs) services within the survey area along South Shore Drive. Precise horizontal and vertical information of the specified utility shall be provided to the OWNER as Certified Vacuum Excavation Reports for the specified test hole locations

### Stream/Wetland Mapping

Before acceptance and use of the survey, the CONSULTANT shall perform a field mapping of the existing stream and wetland boundaries and ensure these boundaries are incorporated into this survey.

### 3.0 Construction Plans

The CONSULTANT shall prepare and provide all engineering drawings necessary for construction of the project. These plans will utilize the permit-ready design documents, as shown in Figure 1. The first submittal shall be made at 90% completion for final OWNER's review. The CONSULTANT shall await the OWNER's approval of the 90% submittal before completing the 100% documents.

The CONSULTANT shall design and specify erosion control measures that are in accordance with the requirements of the North Carolina Department of Energy, Mineral and Land Resources (NC DEMLR) Erosion and Sediment Control Planning Design Manual. The CONSULTANT shall show erosion control measures and details on the plans. This contract assumes that a NC DEMLR Erosion Control Permit will not be required since the Limits of Disturbance are assumed to be under one (1) acre.

- A. **Design Plans:** Design plans shall include, but may not be limited to, the following:
  - 1. Existing conditions including roadway, planimetric features, structures, vegetation and utilities, as determined the completed field survey;
  - 2. Existing deed title lines, existing and proposed right-of-way lines, existing easements as provided by the Town. Proposed storm drainage easements, proposed temporary construction easements, and permanent conservation easements. Fee simple, right-of-way and/or easements shall be sufficient to encompass all improvements, including landscaping;
  - 3. Location (plan and profile) of proposed storm drainage features (channels, culverts, pipes, infiltration chambers, manholes, drop inlets, etc.);
  - 4. Location (plan and profile) of identified existing utilities and proposed utilities and shall indicate proposed underground and overhead utilities to be reconstructed

and/or relocated as part of the project;

5. Location of construction work areas and an indication of which existing features may be impacted by construction (fences, boardwalk, etc.) indicating the party responsible for removal and/or re-establishment;
6. Recommendation of construction materials and general sequences to be used;
7. For each property, the Town tax code designation, the deed book and page number, parcel number, and street address as well as names of property owners per tax records;
8. Erosion control plans;
9. Traffic Control Plans;

The CONSULTANT shall prepare plans on 22" x 34" plan and profile sheets at a scale of 1"=20' horizontal and 1"=2' vertical or as directed by the OWNER. The CONSULTANT shall furnish one (1) set to the OWNER for review and approval at each stage of completion. The OWNER will return to the CONSULTANT all pertinent comments summarized on a single plan set or an itemized word document. The CONSULTANT shall revise the plans as required by the OWNER in conformance with the review comments.

The CONSULTANT shall use OWNER standard details to the extent possible. NCDOT standard details will be used if there is not an appropriate OWNER standard.

- B. Cost Estimate:** Engineer's opinion of probable cost, including quantity take-offs in the OWNER's standard format, shall be provided. Probable construction costs shall be provided with the 90% and 100% submittals.
- C. Contract Document Preparation:** The CONSULTANT shall utilize their standard specifications that will be combined with EJCDC Contract for Construction of a Small Project contract language. The CONSULTANT will provide the required technical specifications and the contract front-end documents for this project. This contract, and associate specifications, will be provided to the OWNER for review during the 90% Submittal. The CONSULTANT shall await OWNER approval of the 90% submittal before completing the documents. It is assumed that the final contract documents will be combined with both site locations for bidding.
- D. Traffic Control Plans Road Closure/Detour Routing:** The CONSULTANT shall prepare traffic control plans for South Shore Drive Closure/Detour Routing that include a phasing sequence listing work to be done in each phase (if applicable), traffic control diagrams and details of each phase (NCDOT or consultant prepared drawing), and any special considerations, such as time limitations, hour of day limitations, or intermediate completion times/liquidated damages to construct the proposed improvements. The

design must also address and include all traffic control devices, signs, restrictions, and pavement markings required during the construction of the recommended improvements.

The traffic control plans shall conform to the following:

- Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD), current as of the date Final Traffic Control plans are begun as prepared by the National Advisory Committee on Uniform Traffic Control Devices, including subsequent revisions;
- The current edition of the “North Carolina Supplement to the MUTCD, Part VI; NCDOT;
- “The State Policy and Procedure for Traffic Control Through Construction Work Zones”; and
- The current edition of the “Highway Design Branch Roadway Design Standards”, with all subsequent revisions.

#### **4.0 Permits**

The CONSULTANT shall prepare the following for these combined locations:

- A. CAMA Minor Permit
- B. No-Rise Certification Letter
- C. NCDOT Encroachment

This task includes one sufficient response for each of the agencies above. One response will be prepared to satisfy requests for unique additional information to obtain permits and is, therefore, the basis of the negotiated permitting budget for the CONSULTANT.

It is assumed that environmental wetland and stream impacts will be minimized, and that environmental mitigation will not be required. If mitigation is required to offset unavoidable stream or wetland impacts, or other types of permits are needed, these services shall be negotiated as additional services outside the scope of this agreement.

It is assumed that the project will fall within CAMA jurisdiction and will require a CAMA Minor Permit. The CONSULTANT will coordinate with CAMA to verify the limits of CAMA jurisdiction following the delineation task and prior to the permit application task. The CONSULTANT shall submit components of the CAMA Minor Permit to the OWNER, including the associated GIS figures and the completed permit form, for the OWNER’s review and approval. Then, the CONSULTANT shall submit this Minor Permit application to CAMA and secure CAMA approval of the plans prior to completing the final construction documents. It is assumed that two separate CAMA Minor permits will be issued, one for each site.

It is assumed that the project will not need to be permitted by a USACOE Nationwide Permit(s) and 401 General Certification(s). If any 404 Permit and 401 Individual Certification are required, these services shall be negotiated as additional services outside the scope of this agreement.

A No-Rise Certification Letter is included within this permitting effort as this project is located within a VE and AE flood zone. Since no changes to the overall topography are expected as a result of this project, it is assumed that only a No-Rise Certification Letter will be required. No coastal hydraulic modeling is expected to be required for this certification. Any hydraulic modeling required to produce a No-Rise certification shall be negotiated as additional services outside the scope of this agreement.

Although the CONSULTANT has no control over and cannot be responsible for review times taken by jurisdictional agencies, the CONSULTANT shall respond to comments and requests for additional information from agencies in an expeditious fashion.

The CONSULTANT will prepare and submit a NCDOT Encroachment/Municipal Agreement on behalf of the OWNER. It is assumed that the OWNER will coordinate directly with the NCDOT, but the CONSULTANT will be in attendance to one (1) coordination meeting.

### **5.0 Project Meetings**

The CONSULTANT shall attend a maximum of three (3) in-person meetings with the OWNER to update project progress and review design plans. It is assumed this meeting effort will discuss both project locations.

### **6.0 Bid Phase Services**

The CONSULTANT will provide bid phase services, including preparation of construction bidding documents, proposal bid forms, and bond forms; reproduction of the plans and documents for bidding; advertisement of the project for bid; conducting the pre-bid conference; issuance of up to one (1) addendum; clarifications and information as requested by bidders; maintenance of the bidder's log; conducting the bid opening; tabulation of the bids received; reviewing the bid packages for compliance with the contract requirements; and selection of the Contractor.

### **7.0 Reimbursables**

The fee for reimbursables during this design phase of work shown in fee attachment is an estimate for use. Reimbursables shall include reproduction costs for plans, specifications, exhibits, color exhibits, general correspondence; postage and courier fees; travel, meals and lodging; and other miscellaneous expenses.



**ATTACHMENT B**

**BASIS OF COMPENSATION**

1. Basic Services. The OWNER shall pay the CONSULTANT for services set forth in Attachment A, Scope of Services, a Not-to-Exceed Fee of Two Hundred Three Thousand Dollars (\$203,000.00).

Phase	Description	LS Fee
1.0	<b>Project Management</b>	\$ 13,565.00
2.0	<b>Field Survey</b>	\$ 26,490.00
3.0	<b>Construction Plans</b>	\$ 89,650.00
4.0	<b>Permits</b>	\$ 45,600.00
5.0	<b>Project Meetings</b>	\$ 11,265.00
6.0	<b>Bid Phase Services</b>	\$ 14,850.00
7.0	<b>Reimbursables</b>	\$ 1,580.00
<b>Total</b>		<b>\$ 203,000.00</b>

2. Additional Services. The OWNER shall pay the CONSULTANT for additional services, which are not specifically called for in Attachment A, Scope of Services, on an hourly basis in accordance with the CONSULTANT's standard rates.
3. Premium Rate Adjustment. Should OWNER request an accelerated schedule requiring CONSULTANT to work overtime hours, then a 1.25 premium rate adjustment shall be applied to current hourly rates or lump sum fees, as applicable. Accelerated schedule and premium rate adjustment shall be approved as part of compensation at time of contract execution or by written amendment.



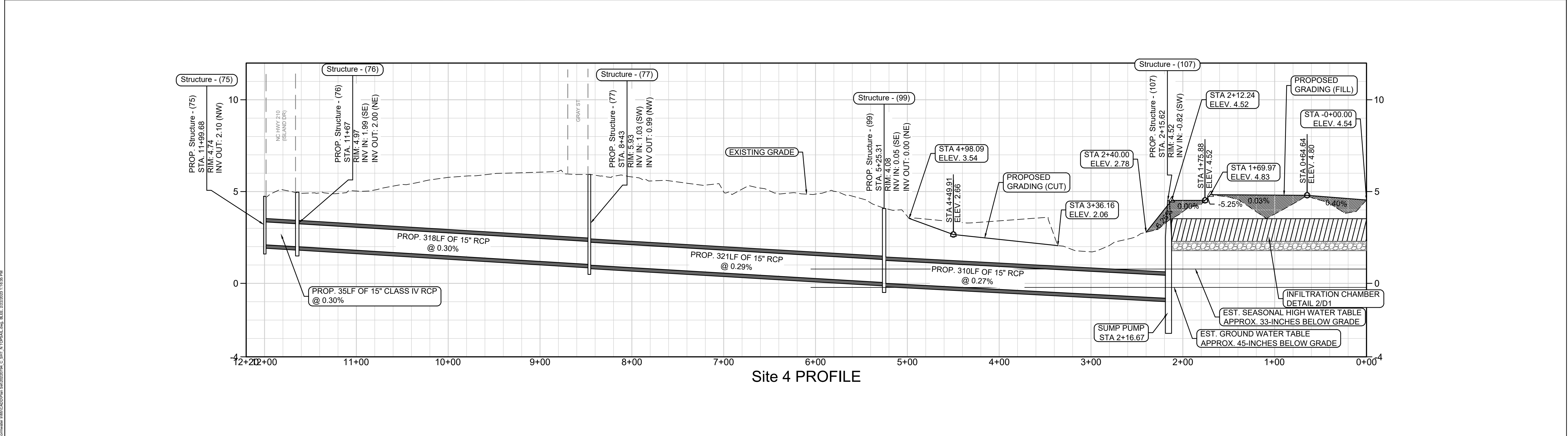
# Figure 1



**WK DICKSON**  
community infrastructure consultants  
720 CORPORATE CENTER DRIVE  
RALEIGH, NC 27607  
(919) 782-0495  
(919) 782-0672  
WWW.WKDICKSON.COM  
NC LICENSE NO. F-0374

PROFESSIONAL SEAL

NO.	DATE	DESCRIPTION	BY

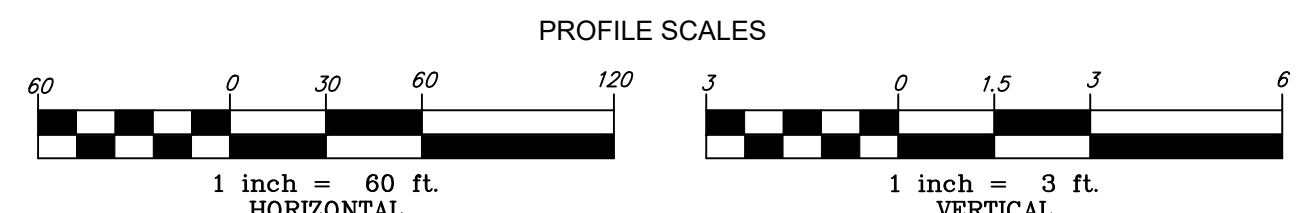


PROJECT NAME:  
NCRCCP ROADSIDE INFILTRATION PROJECT  
DRAWING TITLE:  
NTB SITE 4 ISLAND & GRAY ST P&P

PROJ. MGR.: JS  
DESIGN BY: LD  
DRAWN BY: LD  
PROJ. DATE: JAN 2023  
DRAWING NUMBER:  
**NTB1**  
WKD PROJ. NO.:  
20220794.00.CL

**NOTE:**  
DUE TO NATURE OF SITE AND NEED FOR ADDITIONAL FILL MATERIAL WITHIN THE PROJECT AREA, CONSIDERATION SHALL BE TAKEN TO COMPLY WITH FEMA AND LOCAL FLOODPLAIN REGULATIONS. FINAL DESIGN SHALL HAVE A ZERO NET CUT/FILL BALANCE. PRIOR TO FINAL PERMIT APPROVAL, CUT/FILL CALCULATIONS SHALL BE COMPLETED TO VERIFY COMPLIANCE WITH FEMA NO-RISE REGULATION. FEMA NO-RISE CERTIFICATION WILL BE REQUIRED.

## SITE 4

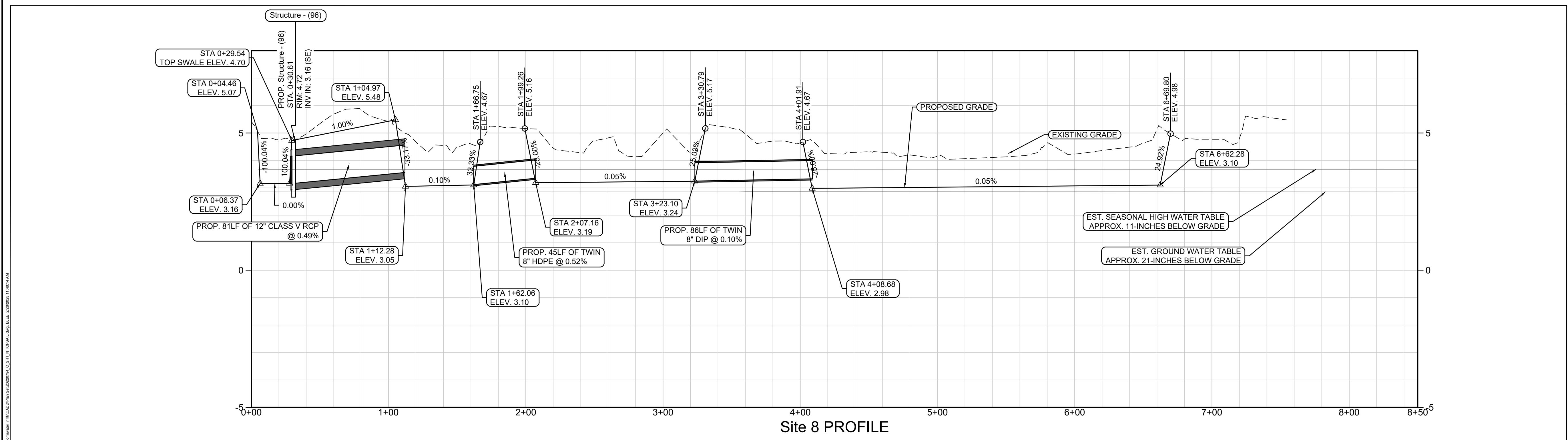
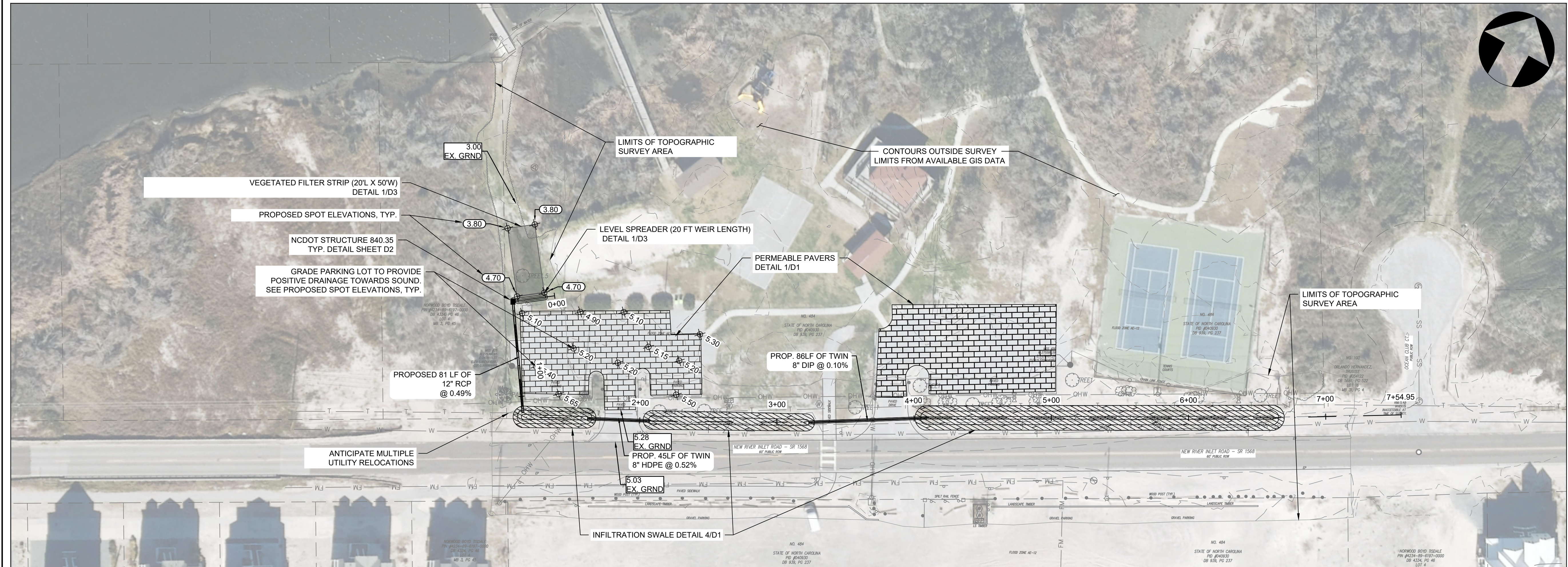


PRELIMINARY DESIGN - FOR PERMITTING ONLY - NOT FOR CONSTRUCTION

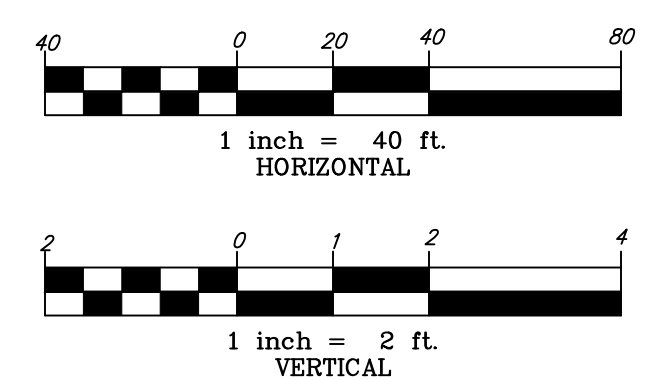
FILE PATH: Z:\Projects\811\CH\20220794\NCRCCP\_P&P\Site 4\Site 4 Profile.dwg, DATE: 2/2/2023, 11:19 AM



CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.



# SITE 8



**WK DICKSON**  
community infrastructure consultants  
720 CORPORATE CENTER DRIVE  
RALEIGH, NC 27607  
(919) 782-0495  
(919) 782-9672  
WWW.WKDICKSON.COM  
NC LICENSE NO. F-0374

PROFESSIONAL SEAL

NO.	DATE	DESCRIPTION	BY

PROJECT NAME: NCRCCP ROADSIDE INFILTRATION PROJECT  
DRAWING TITLE: NTB SITE 8 NORTH TOPSAIL BEACH TOWN PARK P&P

PROJ. MGR.: JS  
DESIGN BY: LD  
DRAWN BY: LD  
PROJ. DATE: JAN 2023  
DRAWING NUMBER:  
**NTB4**  
WKD PROJ. NO.:  
20220794.00.CL

PRELIMINARY DESIGN - FOR PERMITTING ONLY - NOT FOR CONSTRUCTION



ID	Task Mode	Task Name	Duration	Start	Finish	Dec '24	Jan '25	Feb '25	Mar '25	Apr '25	May '25	Jun '25	Jul '25	Aug '25	Sep '25	Oct
1		<b>North Topsail Beach Flooding Imp Project</b>	<b>208 days</b>	<b>Mon 12/2/24</b>	<b>Wed 9/17/25</b>											
2		Town issues Notice to Proceed to WK Dickson	0 days	Mon 12/2/24	Mon 12/2/24											
3		Getting subs under contract	3 days	Mon 12/2/24	Wed 12/4/24											
4		WK Dickson issues Notice to Proceed to Subconsultants	3 days	Thu 12/5/24	Mon 12/9/24											
5		Field Survey & SUE	40 days	Tue 12/10/24	Mon 2/3/25											
6		Draft Final Design 90% Plan Production	50 days	Tue 2/4/25	Mon 4/14/25											
7		Submittal of 90% Plans	1 day	Tue 4/15/25	Tue 4/15/25											
8		Town Review of 90% Design	10 days	Wed 4/16/25	Tue 4/29/25											
9		Permitting	45 days	Wed 4/30/25	Tue 7/1/25											
10		Final 100% Design Plans (RFB) Production	25 days	Wed 7/2/25	Tue 8/5/25											
11		Town Receives 100% Plans	1 day	Wed 8/6/25	Wed 8/6/25											
12		Project Sent Out for Bid	30 days	Thu 8/7/25	Wed 9/17/25											

Project: Design Schedule  
Date: Fri 11/8/24

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

### Certificate Of Completion

Envelope Id: 3C99AB77-F900-4919-9145-8BE90072EF9E	Status: Completed
Subject: Complete with Docusign: 2024-11-26_NTB Flooding Imp_Contract.pdf	
Source Envelope:	
Document Pages: 12	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator: Maria Gleeson mgleeson@wkdictson.com
Envelopeld Stamping: Enabled	IP Address: 4.7.239.66
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	


### Record Tracking

Status: Original 11/26/2024 11:52:53 AM	Holder: Maria Gleeson mgleeson@wkdictson.com	Location: DocuSign
--------------------------------------------	-------------------------------------------------	--------------------

### Signer Events

Scott Sigmon  
ssigmon@wkdictson.com  
Vice President  
Security Level: Email, Account Authentication (None)

### Signature

DocuSigned by:  
  
A61C783C8E9646A...  
Signature Adoption: Pre-selected Style  
Using IP Address: 71.217.74.146

### Timestamp

Sent: 11/26/2024 11:54:12 AM  
Viewed: 11/27/2024 11:27:29 AM  
Signed: 11/27/2024 11:27:55 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 11/29/2023 8:51:43 AM  
ID: 17ff45b1-7465-41d1-b4d6-76dbe82562f0

### 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

Marc Horstman  
mhorstman@wkdictson.com  
W.K. Dickson & Co., Inc.  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 2/5/2024 11:49:15 AM  
ID: f1cab503-4575-480e-ad75-cfb183a14d2c

**COPIED**

Sent: 11/27/2024 11:27:56 AM

### Witness Events

### Signature

### Timestamp

### Notary Events

### Signature

### Timestamp

### Envelope Summary Events

### Status

### Timestamps

Envelope Sent	Hashed/Encrypted	11/26/2024 11:54:12 AM
Certified Delivered	Security Checked	11/27/2024 11:27:29 AM
Signing Complete	Security Checked	11/27/2024 11:27:55 AM
Completed	Security Checked	11/27/2024 11:27:56 AM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, W.K. Dickson & Co., Inc. (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 W.K. Dickson & Co., Inc.:**

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: [tsnyder@wkdickson.com](mailto:tsnyder@wkdickson.com)

#### **To advise W.K. Dickson & Co., Inc. 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 [tsnyder@wkdickson.com](mailto:tsnyder@wkdickson.com) 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 W.K. Dickson & Co., Inc.**

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