

**Certificate Of Completion**

Envelope Id: FB97ED89DFA149CFABD101007996422D	Status: Sent
Subject: Complete with DocuSign: 2024 Burnside Elem. Carpet Replacement - Sourcewell PO	
Source Envelope:	
Document Pages: 16	Signatures: 3
Certificate Pages: 7	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Kelly Vincent
Time Zone: (UTC-06:00) Central Time (US & Canada)	501 South 8th Street
	Minneapolis, MN 55404
	kelly.vincent@krausanderson.com
	IP Address: 67.138.38.98

**Record Tracking**

Status: Original	Holder: Kelly Vincent	Location: DocuSign
3/26/2024 1:46:57 PM	kelly.vincent@krausanderson.com	

**Signer Events**

Alan Gaylor  
 avgaylor@rwps.org  
 Buildings/Grounds Director  
 Red Wing Public Schools  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 CE99E88B91374CB...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 140.190.25.2


**Timestamp**

Sent: 3/26/2024 1:53:15 PM  
 Viewed: 3/27/2024 1:35:25 PM  
 Signed: 3/27/2024 1:49:52 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 3/27/2024 1:35:25 PM  
 ID: 15818dad-5b7b-423a-944f-428f4365e366

Pat Mulcahey pat.mulcahey@krausanderson.com Security Level: Email, Account Authentication (None)	Sent: 3/26/2024 1:53:16 PM
--	----------------------------

**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
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
Erik Kaske erik.kaske@krausanderson.com Security Level: Email, Account Authentication (None)		Sent: 3/26/2024 1:53:16 PM Viewed: 3/27/2024 10:57:42 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	3/26/2024 1:53:16 PM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

## **CONSENT AND AGREEMENT TO USE ELECTRONIC RECORDS AND SIGNATURES**

**In order for Kraus-Anderson Construction Company (“we,” “us” or “Company”) to send you electronic documents and have you electronically sign them, rather than signing paper documents by hand, we need your consent. Please carefully review this Consent and Agreement to Use Electronic Records and Signatures (“Consent and Agreement”). If you consent and agree to electronically receive, review and sign documents subject to the terms below, check the “I agree to use electronic records and signatures” box (the “I Agree” box) and then click “Continue.”**

### **Your Consent and Agreement and What it Means**

Your Consent is optional. It is solely up to you whether or not to do so. If you want to use electronic documents and signatures, then you must consent and agree to the terms and conditions relating to the system and process that we will use, as set forth below. We will ask for your consent each time we send you an envelope of electronic documents. Throughout this Consent and Agreement, the words “you,” “your” and “yours” mean you and any business entity identified in any documents or agreements electronically signed by you hereunder.

By checking the “I Agree” box and then clicking “Continue,” you will be giving us your informed consent and agreement to use the electronic documents and signature system and process described below to electronically receive and review and electronically sign paperless documents. You will be agreeing to be bound by any documents you electronically sign the same as if you had received a paper copy of the document and signed it by hand with an ink pen. If you do not agree to the terms of this Consent and Agreement, do not check the “I agree” box. Note that even if you agree now, in the future after receiving an electronic document, you will be able to choose whether or not to electronically sign that document or ask for a paper version to sign. You may also withdraw your consent as described below.

Furthermore, by checking the “I Agree” box and then clicking “Continue” you are providing your electronic signature on this Consent and Agreement and indicating that you acknowledge, agree and demonstrate that:

- you have read this Consent and Agreement and understand it.
- you consent to electronically receive and review the electronic documents included in the electronic envelopes sent to you.
- you have the hardware and software described below, an active email account, and you can (1) access, view, and print on paper or save on your computer this electronic Consent and Agreement and the electronic documents and (2) access the Web sites described herein, including their content, in either HTML or PDF formats, as applicable.
- your electronic signature on any of the electronic documents, including this Consent and Agreement, will bind you to that document the same as if you had signed a paper copy of the document with an ink pen. You will not contest the validity or enforceability of any electronic document you receive or electronically sign because the document and your signature are in electronic form.
- you agree that no certification authority or other third-party verification is necessary to validate your electronic signature, and the lack of any such certification or verification will not in any way affect the validity or enforceability of your electronic signature or any electronically signed document from you.
- you are fully and completely responsible for the installation, maintenance and operation of

your computer, browser, software and email account, and you accept and assume any and all risks for errors or failures arising out of (1) any security issue, including, without limitation computer viruses, (2) your use of the internet or any online or wireless system (3) or any malfunction of your computer, email system, browser or software.

- you are fully and completely responsible for the security of your email and DocuSign accounts and you accept and assume any and all risk of unauthorized access to such accounts. You agree that Company may rely upon its receipt of any electronically signed document from you as having been authorized by you and legally binding upon you.
- you have the full, sufficient and continuing power, authorization and right to bind the business entity identified in any documents or agreements electronically signed by you hereunder, including, without limitation, this Consent and Agreement.
- you understand that you should contact us to report any problem with your enrollment in the DocuSign system.

Note that even if you agree now, in the future after receiving an electronic document, you will be able to choose whether or not to electronically sign that document or ask for a paper version to sign. You may also withdraw your consent as described below.

#### **How you will Receive Electronic Documents**

We will place one or more electronic documents, which may or may not require your signature, in an electronic envelope on the DocuSign, Inc. (“DocuSign”) system (as described below), and a link to the envelope will be emailed to you. You will access the envelope and electronic documents by clicking the link in the email, review the documents, and, if you choose, electronically sign them using the DocuSign system. You agree to immediately notify us if you receive any electronic document or information that appears to be in error or not intended for you.

#### **Withdrawing Your Consent**

We will ask you for this Consent and Agreement each time we present an envelope of one or more electronic documents. Once you give your Consent and Agreement for an envelope, you cannot withdraw it for that envelope. You can, however, choose not to give your consent in the future when you are presented with subsequent envelopes. If you do this, you will be unable to proceed electronically and you may be required to use paper documents and signatures.

#### **Retaining Electronic Documents**

You should retain a copy of all electronic documents we provide to you, including this Consent and Agreement, for your future reference. You can do this by printing the page on paper or saving it to your computer.

#### **DocuSign System**

We have entered into an agreement with DocuSign, Inc. (“DocuSign”) to make the DocuSign electronic signing system available to facilitate your receipt, review and electronic signature of electronic documents. Your use of the DocuSign system is subject to DocuSign’s Terms of Use available at [www.docusign.com/company/terms-of-use](http://www.docusign.com/company/terms-of-use). Company and DocuSign are not affiliated with each other. We are not responsible for the DocuSign system, and we disclaim any representations and all warranties regarding the DocuSign system. Your use of the DocuSign system is entirely your choice and solely your responsibility.

#### **Required Hardware and Software**

In order to receive electronic documents and electronically sign them, you will need access to a computer or mobile device with internet service and access to an email account. In order to access the electronic documents sent to you, your computer or mobile device must meet certain

requirements. These requirements will change from time to time, and without notice to you, as third-party technology providers update their products. You can visit [www.docuSign.com/company/terms-of-use/specifications](http://www.docuSign.com/company/terms-of-use/specifications) or <https://support.docuSign.com/guides/ndse-user-guide-system-requirements> for the most up to date system requirements. These requirements include: (1) an operating system and internet browser that together support the display of PDF documents; and (2) up-to-date PDF reader software. If you have questions related to the current requirements, please contact us.

Your email notifications are made available in HTML (regular Web hypertext) format, and your electronic documents are made available in PDF format. Your electronic documents may be viewed electronically via the Web and printed with a local printer. You may also save your electronic documents to your local hard drive the way you would any other file from the Internet. Depending upon your comfort level with accessing and storing electronic documents, you should determine whether electronic or paper documents and delivery is best for you. For viewing, printing, storing or downloading your email announcements or the linked web pages, you should use the latest version of your web browser with JavaScript enabled. To access the PDF format for printer-friendly electronic documents, you will also need Adobe Acrobat Reader™. If you do not have Adobe Acrobat Reader installed on your computer, you can download the necessary software free at any time at [www.adobe.com](http://www.adobe.com).

If accessing the DocuSign system via a mobile device, please understand that wireless network coverage and Wi-Fi network speed varies by provider and geographic location. Company is not responsible for limitations and/or failures in performance associated with any wireless or Wi-Fi service used to access the DocuSign system or for the security of any wireless or Wi-Fi service (see “Security and Privacy Information,” below).

#### **Updating Your Email Address and Other Contact information**

It is your responsibility to provide us with accurate and complete e-mail address and other contact information, and to maintain and update promptly any changes in this information. In addition, we may periodically ask you to confirm or update your email and any other information needed to contact you electronically. You may update your email address by contacting us at [mike.benz@krausanderson.com](mailto:mike.benz@krausanderson.com) and in the body of such request you must state: your previous e-mail address and your new e-mail address. We do not require any other information from you to change your email address.

#### **Security and Privacy Information**

In accessing electronic documents and electronically signing them, you should use a computer operating system that has a firewall (software that is designed to prevent unauthorized access to your computer by blocking suspicious people or websites), and make sure that it is turned on and up-to-date. You should also make sure that your computer has anti-virus software that it is turned on and that your subscription is current. You assume any and all security risks arising out of or related to your use of the DocuSign system over the internet or any online or wireless networks. Emails sending you links to envelopes with electronic documents for electronic signature are not encrypted (unless the email expressly says that it is encrypted); but the contents of the envelopes are protected. Be aware that some email addresses may use all or part of your name. As with any form of communication, you acknowledge there is a risk of misdelivery or interception.

DocuSign’s privacy policy applies to your use of the DocuSign system. To view the DocuSign privacy policy, go to [www.docuSign.com/company/privacy-policy](http://www.docuSign.com/company/privacy-policy).

Accessing the DocuSign system via a mobile device involves the electronic transmission of information across the networks of your wireless service provider. Company is not responsible

for the privacy or security of wireless data transmissions. Use only reputable service providers and check with your wireless service provider for information about its privacy and security practices.

### **Notices and Disclosures**

From time to time, Company or DocuSign may be required by law to provide to you certain written notices or disclosures. By clicking the "I Agree" box, you agree to receive such notices and disclosures electronically through your DocuSign user account pursuant to the terms and conditions of this Consent and Agreement.

### **Getting Paper Copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [mike.benz@krausanderson.com](mailto:mike.benz@krausanderson.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

### **Withdrawing Your Consent to Receive Electronic Notices and Disclosures**

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.

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

1. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
2. send us an e-mail to [mike.benz@krausanderson.com](mailto:mike.benz@krausanderson.com) and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.

The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process 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.

### **All Notices and Disclosures Sent to You Electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described herein.

### **Acknowledging your access and consent to receive materials electronically**

By checking the "I Agree" box, I confirm that:

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Company as described above, I consent to receive from Company exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Company during the course of my relationship with Company.