

First Reading: November 5, 2020
Second Reading: dispensed

RESOLUTION 2020-79

A RESOLUTION APPROVING AND AUTHORIZING A CONTRACT TO RECONSTRUCT A COUNTY ROAD FOR THE KUGLER MILL ROAD IMPROVEMENT PROJECT AND DISPENSING WITH A SECOND READING

WHEREAS, on March 5, 2019, the Board of Township Trustees of Sycamore Township determined to make improvements to roads in the Township by reconstructing Kugler Mill Road from Blue Ash Road to Montgomery Road (the “Kugler Mill Road Improvement Project”) and approved an agreement with Hamilton County; and

WHEREAS, the Township has received a State Capital Improvement Project (“SCIP”) grant in the amount of 50% of the remainder of the cost of the project; and

WHEREAS, the Greater Cincinnati Water Works has agreed to pay for the portions of the project costs related to replacement of the water main on Kugler Mill Road; and

WHEREAS, Hamilton County has agreed to pay for the portions of the project costs related to the reconstruction of the roadway; and

WHEREAS, Kugler Mill Road is a county road; and

WHEREAS, the Township caused plans and specifications for the Kugler Mill Road Improvement Project to be prepared and those plans and cost estimates were approved by Hamilton County, Ohio; and

WHEREAS, the plans and specifications were advertised for bids as required by law; and

WHEREAS, Rack & Ballauer Excavating submitted the lowest and best bid for the Kugler Mill Road Improvement Project in the amount of \$3,721,987.40 which bid is substantially lower than the engineer’s estimate of the cost of the work; and

WHEREAS, the Board of Township Trustees wishes to determine to further proceed with the project and award the bid for the Kugler Mill Road Improvement Project to Rack & Ballauer Excavating;

NOW THEREFORE, BE IT RESOLVED by the Board of Township Trustees of Sycamore Township, State of Ohio:

SECTION 1. The Board hereby determines to further proceed with the Kugler Mill Road Improvement Project and determines that the entire cost of the project, after subtracting the SCIP grant, the payment by Greater Cincinnati Water Works and the payment by Hamilton County shall be paid by Sycamore Township. There shall be no assessment to any property owners for the costs of the project.

SECTION 1. The President of the Board, the Township Administrator or Assistant Township Administrator and the Fiscal Officer are hereby authorized and directed to contract with Rack & Ballauer Excavating to provide for the Kugler Mill Road Improvement Project as set forth in the plans and specifications prepared by the Township for the project.

SECTION 2. The contract with Rack & Ballauer Excavating shall provide that the contractor shall provide and furnish all of the labor, materials, tools, expendable equipment, all utility, insurance and transportation services, all as required in accordance with the plans and specifications prepared by the Township for the Kugler Mill Road Improvement Project, which plans and specifications shall be made a part of such contract.

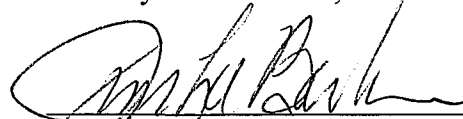
SECTION 3. Subject to the funding sources for the project and subject to the additions and deletions contained therein, the contract price with Rack & Ballauer Excavating shall not exceed \$3,721,987.40.

SECTION 4. The Board of Township Trustees of Sycamore Township, by at least two-third vote of all of its members, dispenses with any requirement that this Resolution be read on two separate days and authorizes its passage upon one reading.


VOTE RECORD:

Mr. James Aye Mr. LaBarbara Aye Mr. Weidman Aye

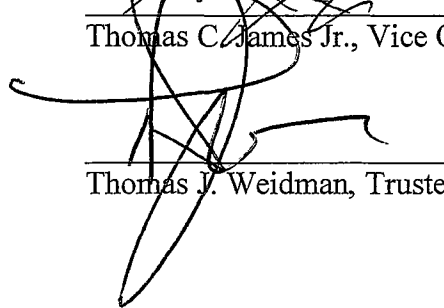
PASSED at the meeting of the Board of Trustees this 5th day of November, 2020.



Jim LaBarbara, Chairman



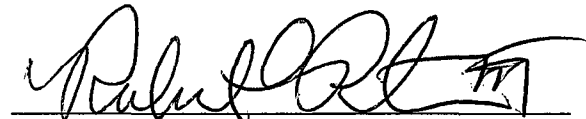
Thomas C. James Jr., Vice Chairman



Thomas J. Weidman, Trustee


AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Sycamore Township Fiscal Officer, this 5th day of November 2020.



Robert C. Porter, III
Sycamore Township Fiscal Officer

APPROVED AS TO FORM:



Deepak K. Desai, Law Director



Agreement Forms

AGREEMENT

This Agreement is by and between Sycamore Township("Owner") and __ ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor must complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: The widening and full depth reclamation of Kugler Mill Road in addition to adding curb and sidewalk to the north side between Blue Ash Road and Montgomery Road, the addition of water main, storm sewer, and grading.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Sycamore Township Kugler Mill Road Improvements

ARTICLE 3—ENGINEER

- 3.01 The Project has been designed by Choice One.

ARTICLE 4—CONTRACT TIMES

- 4.01 Time is of the Essence

All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 Contract Times: Dates

The Work will be substantially complete on or before October 31, 2021, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before December 1, 2021.

- 4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as

duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract: for all Work, at the prices stated in Contractor's Unit Price Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor must submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner will make progress payments on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Unit Price Work based on the number of units completed.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 92 percent of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 92 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 92 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of the

unit price of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

A. Upon final completion and acceptance of the Work, Owner will pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 Consent of Surety

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 Interest

A. All amounts not paid when due will bear interest at the rate allowed by law at the place of the Project.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 Contents

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Performance/Payment Bonds.
3. General Conditions.
4. Supplementary Conditions.
5. Wage Determination and Payroll Submittal.
6. Specifications as listed in the table of contents on page S-1
7. Drawings (not attached but incorporated by reference) consisting of 112 sheets with each sheet bearing the following general title: Kugler Mill Road Improvements.
8. Addenda (numbers __ to __).
9. Exhibits to this Agreement:
 - a. Contractor's Bid.
10. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Notice to Proceed.
 - b. Notice of Commencement.
 - c. Certificate of Owner's Attorney.
 - d. Certificate of Owner's Financial Officer.
11. The following which must be completed before payment(s) is issued and are not attached hereto:
 - a. Application for Payment.

- b. Change Orders.
 - c. Partial Release of Liens and Claims.
12. The following which must be completed before final payment is issued and are not attached hereto:
- a. Application for Payment.
 - b. Change Orders.
 - c. Final Release of Liens and Claims.
 - d. Affidavit of Compliance, Prevailing Wages.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- 1. Contractor has examined and carefully studied the Contract Documents, including Addenda, if any.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied, if any, the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques,

sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 Standard General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

The most recent date between the two parties below will be the Effective Date of the Contract.

Owner: Sycamore Township
(typed or printed name of organization)

Contractor: _____
(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

Name: Ray Warrick
(typed or printed)

Name: _____
(typed or printed)

Title: Township Administrator
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:
8540 Kenwood Road
Sycamore Township, Ohio 45236

Address for giving notices:

Phone: 513-791-8447

Phone: _____

Email: rwarrick@sycamoretownship.org

Email: _____

Federal I.D. No.: _____

PERFORMANCE/PAYMENT BOND

(Section 153.571 Ohio Revised Code)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____ as principal (Contractor) and _____ as sureties, are hereby held and firmly bound unto Sycamore Township as obligee (Owner) in the penal sum of _____ dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal did on the _____ day of _____, 20____, enter into a contract with the Owner, which said contract is made a part of this bond the same as though set forth herein;

Now, if the said principal shall well and faithfully do and perform the things agreed by principal to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, material suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any material supplier or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefor shall in any wise affect the obligations of said surety on its bond.

SIGNED AND SEALED this _____ day of _____, 20____.

PRINCIPAL:

x _____

By: _____

Title: _____

SURETY:

x _____

By: _____

Attorney-in-Fact

SURETY INFORMATION:

Street

City State Zip

Telephone Number

SURETY AGENT'S INFORMATION:

Agency Name

Street

City State Zip

Telephone Number

NOTICE TO PROCEED

Owner: Sycamore Township

Contractor: _____

Project: Kugler Mill Road Improvements

Owner hereby notifies Contractor that the Contract Times will commence to run on the Effective Date of the above Contract pursuant to Paragraph 4.01 of the Supplementary Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The date by which Substantial Completion must be achieved is October 31, 2021, and the date by which readiness for final payment must be achieved is December 1, 2021.

Before starting any Work at the Site, Contractor must comply with the following:

Owner: Sycamore Township

By (*signature*): _____

Name (*printed*): Ray Warrick

Title: Township Administrator

Date: _____

NOTICE OF COMMENCEMENT OF PUBLIC IMPROVEMENT

(Section 1311.252 Ohio Revised Code)

State of Ohio, County of Hamilton, ss:

Notice is hereby given by the undersigned public authority ("Public Authority") of the commencement of a public improvement ("Project") as follows:

(1) The Project is identified as:

Project Name: Kugler Mill Road Improvements

Location: Sycamore Township, Ohio

(2) The Public Authority responsible for the Project is:

Public Authority: Sycamore Township

Address: 8540 Kenwood Road, Sycamore Township, Ohio 45236

(3) All principal contractors on the Project, the trade and Surety of each are as follows:

Principal Contractors Name: _____

Address: _____

Trade: _____

Surety Name and Address: _____

(4) The name & address of the representative of the Public Authority upon whom service may be made for the purposes of serving an affidavit pursuant to Section 1311.26 of the Ohio Revised Code is:

Name: Ray Warrick

Address: 8540 Kenwood Road, Sycamore Township, Ohio 45236

(5) The Public Authority first executed a contract with a principal contractor for the Project on the signature date below.

Public Authority: Sycamore Township

Signature: _____

Title: Township Administrator

Date: _____

The signator of this Notice of Commencement of Public Improvement ("Notice") personally appeared before me on behalf of the Public Authority, a notary public in and for said county, and swore that all the information in the Notice is true as he/she verify believes and further that he/she is fully authorized by the Public Authority to give said notice.

Sworn to before me and subscribed in my presence on this _____ day of _____, _____.

Notary Public

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of Sycamore Township do hereby certify as follows:

I have examined the attached contract(s), surety bonds, insurance, and the manner of execution thereof, and I am of the opinion that each of the aforesaid documents meets the requirements set forth within and have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Signature: _____

Date: _____

CERTIFICATE OF OWNER'S FINANCIAL OFFICER

WITNESS:

I, _____, Fiscal Officer, hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of the contract and is in the treasury of Sycamore Township, Ohio, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

Fiscal Officer

Date

SEAL:

**SUBCONTRACTOR ACKNOWLEDGEMENT OF PAYMENT
AND FINAL RELEASE OF LIEN**

For and in consideration of _____ the receipt and sufficiency of which is hereby acknowledged, the undersigned

(Name of Company)

does hereby waive, release and relinquish any and all claims, demands, and right of lien for all work, labor, material, machinery, and other goods, equipment, and services done, performed, and furnished in and for the improvement, repair and construction of

KUGLER MILL ROAD IMPROVEMENTS

It is further certified that affidavits of all subcontractors on this job are attached, and that certificates from all suppliers on the job are attached, other than material taken out of stock.

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed this

_____ day of _____, 20__.

Name of Company

By: _____

Title

This _____ day of _____, 20__, _____

Being personally known to me, appeared before me and executed the foregoing Final Release of Lien and acknowledged such execution to be his free act and deed.

NOTARY PUBLIC

NOTARY SEAL

My Commission expires _____, 20__.

GUARANTEE

To: _____ Date: _____

The undersigned _____ having heretofore entered into a contract with the **SYCAMORE TOWNSHIP** dated _____ for the Improvement, Repair, and/or Construction of: **KUGLER MILL ROAD IMPROVEMENTS** and in accordance with the terms of said contract do hereby guarantee that all labor and the materials furnished and work performed by us under said contract is in conformity with such plans and specifications and authorized alterations thereto and that such Improvement, Repair, and/or Construction installed pursuant to said contract is free from imperfect workmanship and materials, and we agree to repair at our own cost and expense all of the work covered under said contract and change orders which may prove to be defective for a period of one (1) year from the date hereof. Furthermore, we agree to repair at our sole cost, any work which may affect or disturb in making the repairs herein contemplated.

The Contractor does further warrant that he knows of no claim for or possible claim for damages or injuries relative to the above work, labor and material as against himself, his laborers, and employees or his subcontractors, their laborers and employees except

(if none write none)

It is understood and agreed that the **SYCAMORE TOWNSHIP** shall be the sole judge of any imperfections, and the within repairs done under their supervision

Guarantee Period Begins:

(Date)

(Name of Company)

By: _____ Title: _____

This _____ day of _____, 20_____.

_____, being personally known to me, appeared before me and executed the foregoing guarantee and acknowledged such execution to be his free act and deed.

NOTARY PUBLIC

NOTARY SEAL

My Commission expires _____, 20_____.

AFFIDAVIT OF INS REGULATORY COMPLIANCE

STATE OF _____)
)SS:
COUNTY OF _____)

The affiant being first duly sworn states that he or she is the _____
(Title)

of _____, and that he or she on behalf of
hereby (Company Name) (Company Name)

certifies that _____ shall:
(Company Name)

- A. Comply with all immigration laws, regulations, and requirements in the hiring of employees.
- B. Not hire, recruit, or refer for a fee an alien when it is known the alien is unauthorized for employment. Hiring means the actual commencement of employment of an employee for wages or other remuneration. Hiring also includes the use of contracts, subcontracts, or other exchange for service. This would include contracting for labor, and the use of "day" contracts.
- C. Not hire an individual without complying with the employment eligibility verification system as set forth in the Code of Federal Regulations at 8 CFR §274a.
- D. Not continue to employ an alien knowing that the alien is not authorized to work. Such knowledge can be actual knowledge or constructive knowledge. That is, knowledge that can be fairly inferred through notice of certain facts and circumstances which would lead the Subcontractor, through the exercise of reasonable care, to know about a certain condition.
- E. Maintain a compliance system with regard to employment eligibility verification.
- F. Comply with the anti-discrimination requirement contained the Unfair Immigration Related Employment Practices set forth in 8 USC 1324b.
- G. Acknowledge the right of Sycamore Township to inspect and verify compliance with the above.
- H. Acknowledge, in the event of failure to comply with any of the above, and in the event of failure within three business days after written notice to correct such failures, the right of Sycamore Township, and without prejudice to any other remedy the Township may have, to terminate this contract and finish the Work by whatever method the Township may deem expedient. If the cost of completion exceeds such unpaid balance, the affiant and/or _____ shall pay the difference to Sycamore Township.
(Company Name)

Further Affiant sayeth naught.

Company

By: _____
Affiant and Title

Sworn to before me, a Notary Public, this the _____ day of _____, 20____.

Notary Public
My commission expires on _____

Seal of Notary

A.D.A AFFIDAVIT
OF CONTRACTOR OR SUB-CONTRACTOR

STATE OF _____)

COUNTY OF _____)SS:

I, _____
(Name of person signing affidavit) (Title)

OF THIS _____ DO HEREBY
(Name of Contractor or Subcontractor)

CERTIFY THAT DURING PERFORMANCE OF ALL WORK FOR SYCAMORE
TOWNSHIP, OHIO IN CONNECTION WITH THE CONTRACT FOR

(Name of Project)

THE _____ HAS AND WILL FULLY
(Name of Contractor or Subcontractor)

COMPLY WITH ALL APPLICABLE PROVISIONS OF THE AMERICANS WITH
DISABILITIES ACT.

Signed: _____
Signature of Officer to Agent

Date: _____

Sworn to and Subscribed in my presence this _____ day of _____, 20_____.

NOTARY PUBLIC

