

SPECIFICATIONS
FOR
REMOVAL AND DISPOSAL OF
LIME SLUDGE
FROM THE
WATER TREATMENT PLANT

CITY OF GREENVILLE, OHIO

2019



City of Greenville, Ohio
100 Public Square
Greenville, Ohio 45331
Board of Control
Phone: 937-548-4930
jcross@cityofgreenville.org

NOTICE TO BIDDERS

Sealed bids for Removal and Disposal of Lime Sludge from the Water Treatment Plant in the City of Greenville, Ohio shall be received by the Board of Control, c/o Janelle Cross, Municipal Building, 100 Public Square, Greenville, Ohio 45331, until 10:30 AM, January 24, 2019, at which time they will be opened and read aloud in the Municipal Council Room.

The bids shall be received in accordance with the Invitation to Bidders, Instructions to Bidders, Specifications and Proposal Forms, all of which may be obtained from the City Board of Control (Planning & Zoning) Office or cityofgreenville.org.

The City of Greenville is an Equal Opportunity Employer M/F.

Authorized to bid by Greenville City Ordinance 18-97.

Curt Garrison
Safety/Service Director

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December 21, 2018



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INVITATION TO BIDDERS

Sealed Proposals properly endorsed "BID FOR REMOVAL AND DISPOSAL OF LIME SLUDGE" shall be received by the Board of Control, c/o Janelle Cross, Municipal Building, 100 Public Square, Greenville, Ohio 45331, until 10:00 AM, January 24, 2019, at which time they will be opened and read aloud in the Municipal Council Room.

Each bid shall contain the full name of every person or company interested in bidding and shall be accompanied by a Bid Bond for the full amount (100%) of the bid **OR** a Certified Check, Cashier's Check, or Letter of Credit on some solvent bank made payable to the City of Greenville, Ohio in the amount of ten percent (10%) of the total bid, as evidence of good faith by the bidder that a contract shall be entered into and its performance secured. The deposits of all bidders shall be returned when the successful bidders have entered into a contract and have furnished the necessary Performance Bonds (100%) or when all bids have been rejected. The bid guaranty filed pursuant to the foregoing shall be governed by the provisions of Section 153.54 of the Ohio Revised Code and all relevant divisions thereof.

The bids shall be received in accordance to the Invitation to Bidders, Instructions to Bidders, Specifications and Proposal Form, all of which may be obtained from the office of City Planning & Zoning or cityofgreenville.org.

The City of Greenville reserves the right to reject any and all bids and to waive any irregularities.

The City of Greenville is an Equal Opportunity Employer M/F.

Curt Garrison
Safety/Service Director

INSTRUCTIONS TO BIDDERS

PROPOSAL FORM

The proposal must be submitted on the Proposal Form furnished by the City of Greenville in a sealed envelope plainly marked "**Bid for Removal and Disposal of Lime Sludge**".

BID BOND

Each bid shall contain the full name of every person or company interested in bidding and shall be accompanied by a Bid Bond for the full amount (100%) of the bid **OR** a Certified Check, Cashier's Check or Letter of Credit on some solvent bank in the sum of ten percent (10%) of the total bid made payable to the City of Greenville, Ohio as evidence of good faith by the bidder that a contract shall be entered into and its performance secured. The deposits of all bidders shall be returned when the successful bidders have entered into a contract and have furnished the necessary Performance Bonds (100%) or when all bids have been rejected. The Bid Guaranty filed pursuant to the foregoing shall be governed by the provisions of Section 153.54 of the Ohio Revised Code and all relevant divisions thereof.

NON-COLLUSION AFFIDAVIT

Bidders are required to file on forms furnished by the City and shall submit a completed Non-Collusion Affidavit at the time their bid is filed.

PERSONAL PROPERTY TAXES

The person or company will at the time of bid supply a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of Personal Property of Darke County, Ohio **OR** that such person was charged with delinquent personal property taxes on such list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. A copy of such statement shall be incorporated into the contract by and between the bidder and the City, pursuant to Section 5719.052 of the Ohio Revised Code. The statements required are found with the bidding documents.

BID WITHDRAWAL

No bidder shall withdraw his bid for a period of 60 days.

REJECTION OF BIDS

The City of Greenville reserves the right to reject any and all bids and to waive any irregularities.

BEST BID

The City shall in its opinion accept the bid for the materials advertised and shall enter into such contracts that will maintain the safety, health, and welfare of its citizens. The quality of the equipment to be supplied, its conformity to the specifications, its suitability to do the work required, the availability of parts and service, and delivery terms shall all be taken into consideration in said award.

CITY INCOME TAX

Not applicable. Water Treatment Plant lime sludge pits are not inside the corporation limits.

DISCRIMINATION AND INTIMIDATION

The prohibition against discrimination and intimidation on account of race, creed or color is stated in Sections 153.59, 153.591, and 153.60 of the Ohio Revised Code, these sections shall be made a part of these specifications the same as if written in full within.

QUANTITIES

The quantities that are shown on the Proposal Forms are **approximate** at 9,000 cubic yards from Cell #4 and an option for approximately 7,000 cubic yards from Cells #1 & #2 combined.

PAYMENT

Payment shall be made to the Contractor within thirty (30) days after the contractor's invoice has been approved by the Director of Public Safety/Service.

PERFORMANCE BOND

In accordance with Section 735.06 of the Ohio Revised Code, a Performance Bond with satisfactory sureties for one hundred percent (100%) of the amount of the contract shall be required for the faithful performance of the contract.

SPECIFICATIONS

Specifications for the cleaning of the Lime Sludge Lagoon Cell #4 containing approximately 9,000 cubic yards and an option for 7,000 cubic yards from Cells #1 & #2 combined, located at the Water Treatment Plant, 4160 State Route 502, Greenville, Ohio are as follows:

1. SCOPE OF WORK

- 1.1 The work to be performed under this contract shall include furnishing all of the necessary labor and appropriate equipment involved in the removal and disposal of 9,000 cubic yards of lime sludge from the lime sludge lagoon cell #4 at the Water Treatment Plant in accordance with the City of Greenville's Land Application Management Plan (LAMP), and the restoration of all facilities and grounds involved in this cleaning procedure. An option for an additional 7,000 cubic yards from combined cells #1 & #2
- 1.2 Payment for the removal and disposal of this material and subsequent restoration work shall be by lump sum.
- 1.3 The bidder shall be advised that the lime sludge to be removed and disposed of is in Cell #4. Each bidder is encouraged to field inspect the subject lime sludge lagoons and the Water Plant site before preparing and submitting his proposal. The Contractor shall be advised that the actual yardage may vary in proportion to the moisture content of the semi-solid sludge and the amount of handling of the sludge by the Contractor. There will be no extra payment made for quantities in excess of approximate amounts. Contract shall be a lump sum basis, NOT a unit price basis. Inspection and appointments shall be coordinated with the Water Plant Superintendent, Gary Evans II, telephone number (937)-548-2415, between 7:00 a.m. and 3:00 p.m., Monday - Friday.
- 1.4 Bidder shall also provide a proposal for removal of lime sludge from combined Cells #1 & #2 containing approximately 7,000 cubic yards. Each bidder is encouraged to field inspect the subject lime sludge lagoons and the Water Plant site before preparing and submitting his proposal. The Contractor shall be advised that the actual yardage may vary in proportion to the moisture content of the semi-solid sludge and the amount of handling of the sludge by the Contractor. There will be no extra payment made for quantities in excess of approximate amounts. Contract shall be a lump sum basis, NOT a unit price basis. Inspection and appointments shall be coordinated with the Water Plant Superintendent,

Gary Evans II, telephone number (937)-548-2415, between 7:00 a.m. and 3:00 p.m., Monday - Friday.

- 1.5 All truck loads shall be weighed on a sealed weighing scale. A daily trucking summary and weekly trucking reports shall be delivered in a timely fashion. A copy of the request for lime/Information form shall be submitted to the City of Greenville Water Department.
- 1.6 Completion date for Cell #4 is August 31, 2019. Completion date for Cells #1 & #2 combined is October 31, 2019 or later at the City's discretion.

2. GENERAL CONDITIONS

- 2.1 Removal - Removal shall be accomplished using excavating and/or pumping equipment which will not degrade the levees, side slopes, drives, or bottom of the sludge lagoon. The use of rubber tired excavating equipment to move the sludge within the lagoon shall not be permitted.

Removal equipment to be used within the lagoon shall be of a wide tracked nature exerting a maximum of six (6) psi (unloaded) track bearing pressure. Other appropriate equipment shall be permitted only upon written request and authorization by the Water Superintendent. The removal of sludge and a smoothing of the lagoon bottom upon completion of the removal operation shall meet the Superintendent's approval before restoration is begun.
- 2.2 Preservation - The integrity of the lagoon's topography (drives, banks/slopes, and bottom) shall be maintained at all times during the removal operation. The Contractor shall be responsible for the complete restoration of the levees and other disturbed site topography to the original pre-contract condition.
- 2.3 Transportation - Sludge shall be placed into vehicles suitably equipped to handle the material without leakage. Any vehicle which is not sealed or self-contained shall immediately be removed from this job by the Contractor, or immediately upon notification by the City. Vehicles shall also be kept clean and free of mud, gravel, or debris (including sludge) which might be deposited along transportation routes.
- 2.4 Restoration - The entire site shall be restored by the Contractor to conditions pre-existing his start of work. Drives shall be re-graded with crushed aggregate of like-kind and depth and compacted; and all slopes dressed to meet existing contours after being filled, leveled, and compacted.

The Contractor shall be solely responsible for repairing and/or replacing those portions of the lagoon bottom, levees, lawns or drives which are degraded, disturbed or excavated during sludge removal.

All grassed areas disturbed or excavated shall be seeded during restoration.

Contractor shall be solely responsible for all vegetative restoration including irrigation, irrigation schedules, necessary equipment, and labor. Water for irrigation will be provided by the City. Vegetative cover recovery and growth shall be guaranteed by the Contractor.

- 2.5 Environmental - Contractor shall conduct his on-site operations at the Water Plant in a safe and environmentally controlled manner. No repairs, or leakage of equipment fluids will be permitted or tolerated on the WTP site. Contractor shall immediately remove any and all soils and materials adversely impacted by his conduct on site from the site, replacing same in like-kind and condition, at no additional cost to the City.
- 2.6 Costs/Suspension of Work - Any type of clean-up, monitoring, surveillance, or restoration costs incurred by the City prior to returning the lagoon to active services TIMES TWO shall be deducted from the lump sum contract for this project. Work shall be suspended by City for failure to fully comply with these specifications, with no payment awarded to Contractor. Equipment and/or conduct deemed unsuitable by the Safety/Service Director, or his representative, shall cease immediately upon notification. Any remedial directives given by City shall be immediately implemented by Contractor at no extra cost to the City.

3. DISPOSAL OF LIME SLUDGE

- 3.1 The Contractor shall be responsible for the proper disposal of the lime sludge in one of the approved methodologies listed in Greenville's LAMP.
- 3.2 Special attention by the Contractor is required to maintain the cleanest, most dust-free conditions possible along transportation routes.
- 3.3 A report shall be submitted of all truckloads of lime with the tonnage and date.

4. CLEANUP

The Contractor shall be responsible for maintaining a clean working environment at all times in all areas associated with this project.

Spillage of debris or tracking of material on any drive or any roadway shall not be tolerated. Contractor shall keep all transportation routes, vehicles and equipment clean at all times, utilizing whatever methods deemed necessary, or as directed by Water Superintendent.

Should the Contractor not address clean-up problems promptly and to the satisfaction of the Water Superintendent, the job may be shut down. No work shall resume until problems are resolved to the satisfaction of the Water Superintendent.

5. FINAL INSPECTION / ACCEPTANCE

The Contractor shall be subject to a final inspection prior to acceptance of the complete lagoon cleaning site. All restoration shall meet the approval of the Water Superintendent. All clean-up, on-site, and on truck routes, and at disposal sites, shall be completed and to the satisfaction of the Water Superintendent before acceptance. No payment shall be authorized until all work is acceptable to the Water Superintendent.

6. WORKMANSHIP / WORKERS

The Contractor shall execute this contract in a neat, professional, safe, and orderly manner. At no time shall the execution of this contract disrupt or interfere with the normal daily operation of the Water treatment Plant. No situation will be allowed to exist which poses a hazard to, or interfere with Water Plant operations or personnel. No situations or conditions which exhibit a lack of quality workmanship shall be permitted or allowed to exist.

All project workmanship shall be subject to the inspection and approval of the Water Superintendent, or his representative, and all deficiencies or irregularities will be corrected immediately. Workers shall conduct themselves properly and in a courteous manner when dealing with members of the City staff and the public.

7. COMPLETION TIME

7.1 As part of the required bid submittal, each bidder shall include his proposed start-up date and an estimated completion date based on calendar days. Work may occur between the hours of 6:00am to 8:00pm Monday through Friday, excluding City observed Holidays. Traffic or noise nuisances must be minimized. The cleaning process shall be limited to a 90 calendar day period; excluding extraordinary weather delays. Once begun, work shall progress on-site in a continuous fashion, without unnecessary or unreasonable downtime or absences of the Contractor.

- 7.2 The City reserves the right to impose working-hour limitations or to suspend on-site work indefinitely upon written notice should normal Water plant operations be disrupted by emergencies, or other substantial problems.
- 7.3 Owner and Contractor recognize that time is of the essence of this agreement and that the Owner will suffer financial loss and the Owner's ability to provide the public with a safe drinking water supply may be impaired if the work is not completed within the time specified in paragraph 7.1. They 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 the delay (but not as penalty) Contractor shall pay the Owner five hundred dollars (\$500) for each calendar day that expires after the time specified in paragraph 7.1 until the work is substantially complete.

8. BIDDING

- 8.1 Each bidder is encouraged to field inspect the WTP site and haul routes before submitting his bid.
- 8.2 Each bidder shall submit a listing of the equipment which he intends to use.
- 8.3 All bidders shall describe his intended method of sludge removal. Disposal alternatives shall be carefully detailed in the bidder's submittal. Property owners receiving this lime sludge product for land application or reuse purposes shall indemnify the City and hold it harmless in matters of sludge quality, quantity, physical/chemical make-up, and in application rates or locations. The City shall not be responsible for the sludge or make any guarantee about its suitability for any reuse, stockpiling, distribution or application.
- 8.4 The City reserves the right to reject any and all bids received, and may reject the bid of any Contractor which is incomplete, does not address the provisions of these specifications, or does not have acceptable work history on such projects.
- 8.5 Each bidder shall submit a list of subcontractors to be used on this project. Subcontractors shall meet with the approval of the City. City reserves the right to reject any proposed subcontractor found to be unsuitable during the execution of the project.

9. CONTRACTING DETAILS

- 9.1 In determining the lowest and best bidder, consideration will be given to, but not limited to, the following factors:
- a. Suitability of bidder's plans and equipment for work involved.
 - b. Bidder's financial status, personnel, and organization.
 - c. Bidder's record of satisfactory experience on comparable projects.
 - d. Lowest and best bids received.
 - e. Subcontractors
 - f. Methodology
- 9.2 Before work may commence, the successful bidder of this project shall provide a performance bond equal to the amount of the bid (100%) in favor of the City of Greenville.
- 9.3 The Contractor shall secure and pay the premium for a proper policy of Public Liability Insurance continued to hold the City of Greenville harmless during the term of the contract for loss to property or injury that may arise for any reason during the period that said equipment is being operated or chemical being handled for the City by the Contractor. The amount of the liability guaranteed by the contract shall be not less than \$1,000,000.00 for damages for any one incident and not less than \$2,000,000.00 in the aggregate; said policy shall be filed with the Auditor of the City of Greenville, Ohio prior to the effective date of the Contract. A copy of the insurance certificate must be submitted with the contract and bond forms. This insurance is required to cover deliveries and shall be not less than \$2,000,000.00. The City of Greenville must be listed as an additional insured on the certificate of insurance.
- 9.4 Payment of prevailing wages is not a requirement of this contract. The State of Ohio has determined that Prevailing Wage Rates are not applicable to this maintenance project.

10. REFERENCES / EXPERIENCE

Each Contractor shall submit a list of references on projects similar in nature to this work with: Date of project, owner, phone number and address to contact responsible party, and size/type of project. Additional references and information shall be supplied by the contractor, upon request of Water Superintendent.

11. PAYMENT

Payment for the specified work, as contained herein, shall be on a lump sum basis. Partial payments for segments of the work completed will not be authorized.

Upon completion of all the specified work, the final inspection, and written approval of the Safety/Service Director, the Contractor must submit to the City a Waiver of Lien form for all materials, disposal costs, and obligations related to this work.

Payment shall be made only upon the full and approved completion of all of the items of work specified herein, including proper fulfillment of all income tax requirements and payments before the Safety/Service Director may authorize payment to the Contractor.

**PROPOSAL
WATER TREATMENT PLANT
REMOVAL & DISPOSAL OF LIME SLUDGE
GREENVILLE, OHIO**

I, or we, _____, having carefully examined the Invitation to Bidders, Instructions to Bidders, Specifications, and the Proposal Form for the removal and disposal of **approximately 9,000 cubic yards** of lime sludge from Cell #4 of the sludge lagoon located at the Water Treatment Plant, understand and accept them as sufficient for the purpose and do hereby propose to furnish the services for the lump sum bid:

TOTAL AMOUNT OF PROPOSAL FOR CELL #4 \$ _____

TOTAL BID IN WORDS _____

TERMS _____

START-UP DATE _____ COMPLETION DATE August 31, 2019

ALTERNATE OPTION

I, or we, _____, having carefully examined the Invitation to Bidders, Instructions to Bidders, Specifications, and the Proposal Form for the removal and disposal of **approximately 7,000 cubic yards** of lime sludge from Cell's #1 & 2 of the sludge lagoon located at the Water Treatment Plant, understand and accept them as sufficient for the purpose and do hereby propose to furnish the services for the lump sum bid:

TOTAL AMOUNT OF PROPOSAL FOR CELLS #1 & #2 \$ _____

TOTAL BID IN WORDS _____

TERMS _____

START-UP DATE _____ COMPLETION DATE October 31, 2019 *

** or later at the City's discretion*

TOTAL BID AMOUNT (BASE + ALTERNATE) \$ _____

DATE: _____

COMPANY: _____

SIGNED: _____

ADDRESS: _____

NAME: _____

TITLE: _____

PHONE: _____

VENDER NO.: _____

FAX: _____

E-MAIL: _____

STATEMENT OF BIDDER
Concerning CAT Taxes / Corporate Tax
(No Delinquency)

STATE OF _____)

SS.

COUNTY OF _____)

_____, being the _____
(Name of person making statement) (Title/Position)

of _____,
(Name of Bidder or Company)

being first duly cautioned and sworn according to law does hereby swear or affirm as follows:

1. That as of _____ (date of bid), _____ (name of bidder) was not charged with any delinquent CAT Taxes / Corporate Tax on the general tax list of Darke County, Ohio.

2. That I understand that a copy of this Statement shall be incorporated into the contract to be entered between (name of bidder) and the City of Greenville, Ohio.

Further Affiant sayeth naught.

(signature of person making statement)

_____, being the _____
(Name of person making statement) (Title/Position)

of _____ appeared before me and

(Name of Bidder or Company)

did swear that the foregoing comments are true as he verily believes.

Sworn to and subscribed in my presence this _____ day of _____
20_____, at _____ County, _____.

Notary Public
My Commission Expires _____

NON-COLLUSION AFFIDAVIT

STATE OF _____)
) SS.
COUNTY OF _____)

_____, being first duly sworn, deposes and says that he is _____ (sole owner, partner, president, secretary, etc.) of _____, the party making the foregoing proposal or bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly with any bidder or person, to put in a sham bid, or that such person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of Affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Greenville, Ohio or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

SWORN to and subscribed before me
this _____ day of _____
20____.

Notary Public in and for
_____ County, _____
My Commission Expires _____

BOND
(O.R.C. 153.571)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____, as principal and _____, as sureties, are hereby held and firmly bound unto the City of Greenville, Ohio as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on to undertake the project known as Removal & Disposal of Lime Sludge at the Water Treatment Plant. The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternate proposals made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of _____ dollars. For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 20_____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid for Removal & Disposal of Lime Sludge at the Water Treatment Plant.

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices

to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten days after the awarding of the contract enters into a proper contract in accordance with the bid, plans details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein.

Now also, if the said _____ shall well and faithfully do and perform the things agreed by the City of Greenville, Ohio to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, 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 materialman 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.

Bidder

Surety

Signed

Date

Signed

Date

NOTE: All Certified Checks and Surety Bonds offered as surety shall be made payable to the City of Greenville, Ohio. This form is not necessary if you are using a Certified Check or Letter of Credit.

Attachment (Power Of Attorney)

WAIVER OF LIEN

For valuable consideration received, _____ does hereby waive and relinquish all rights and claims of lien which it now has or may hereinafter have for material, labor or other things of value furnish between the dates of _____ and _____ for the **WTP Lime Sludge Removal** project in accordance with the contract dated _____, 20____, situated at the following described property: Greenville Water Treatment Plant, 4160 St Rt 502, Greenville, Ohio.

And for the same consideration, _____ does hereby covenant and warrant that all indebtedness of any nature, kind, and amount owed to any person or corporation or other entity for material, labor or other thing of value under said contract and provided or used during the above dates has been fully paid, and _____ does hereby promise and agree to hold the City of Greenville, Ohio harmless from any and all claims or liens arising out of or under said contract, and to fully indemnify said City of Greenville, Ohio for any losses it may sustain by reason of such claim(s) or lien(s).

Company Name

By _____

SWORN to before and subscribed in my presence at _____ this _____ day of _____, 20_____.

Notary Public

My Commission Expires _____