

BIDDER COMPANY NAME: _____

RIVER RIDGE

COMMERCE CENTER



CONTRACT DOCUMENTS

FOR:

RIVER RIDGE COMMERCE CENTER

HILTON DRIVE RAIL REMOVAL

JULY 2017

SECTION 1.00 – PROJECT INFORMATION

- 1.01. PROJECT NAME: Hilton Drive Rail Removal
- 1.02. PROJECT NUMBER: 17.016
- 1.03. SUBMIT BIDS TO: River Ridge Development Authority
c/o Tom Vittitow
6200 East Highway 62
Building 2501, Suite 600
Jeffersonville, IN 47130
Phone: 812-285-8979
Fax: 812-285-8983
E-mail: tom@riverridgecc.com
- 1.04. BID OPENING: July 12, 2017 at 3:00 pm, local prevailing time at the offices of the River Ridge Development Authority, address listed above.
- 1.05. PROJECT COMPLETION: The Work shall start no sooner than August 7, 2017 and be completed by August 28, 2017. The Contractor shall forfeit claim for any unremoved rail or associated metals after August 28, 2017.
- 1.06. PROJECT DESCRIPTION: This project includes removal of approximately 5,489 track feet of rail and associated metals located within the River Ridge Commerce Center as shown on the attached Exhibit "A".

END OF SECTION 1.00

SECTION 2.00 – INSTRUCTIONS TO BIDDERS

2.01 DEFINED TERMS

- A. Owner – The River Ridge Development Authority.
- B. Bid – The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- C. Bidder – One who submits a bid directly to Owner
- D. Successful Bidder – The highest net yield bid and most qualified, most responsible and responsive Bidder to whom the Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.
- E. Bidding Documents – The Advertisement for Bid, Instructions to Bidders, the Bid Proposal Form or Proposal, General Conditions, Specifications, and all Addenda issued prior to receipt of Bids.
- F. Contract Documents – The Agreement (Contract), all Addenda, Contractor's Bid, the General Conditions and the Specifications.
- G. Unit Price – An amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.
- H. Work – The entire construction required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

2.02 COPIES OF BIDDING DOCUMENTS

- A. Complete sets of the Bidding Documents will be emailed to the Bidder upon request to the Owner's Representative. A copy of the Bidding Documents may also be viewed at the Owner's office (Office hours are Monday through Friday, 8:30 am – 4:30 pm.) A paper copy of the Bidding Documents will be provided upon request.
- B. Complete sets of Bidding Documents must be used in preparing Bids; the Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- C. Owner, in making copies of complete Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.
- D. Work to be performed shall be in accordance with the Contract Documents.

2.03 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. It is the responsibility of each Bidder before submitting a Bid to (1) examine the Contract Documents thoroughly; (2) visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work; (3) consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the Work; (4) study and carefully correlate Bidder's observations with the Contract Documents; and (5) notify Owner of all conflicts, errors, or discrepancies in the Contract Documents.
- C. Submitting a Bid to the Owner shall be considered evidence that the Bidder has examined the site conditions and is satisfied with, and ready, willing and able to perform all the conditions, contingencies, provisions and requirements of the Contract Documents.
- D. No extra compensation shall be allowed the Successful Bidder by reason of any matter or thing of which the Bidder failed to fully inform themselves of, as mentioned above, prior to the bidding.

2.04 INTERPRETATIONS AND ADDENDUM

- A. All questions about the meaning or intent of the Contract Documents are to be directed to the Owner's Representative e-mail, number or address listed in Section 1.00. Interpretations or clarifications considered necessary by the Owner in response to such questions will be issued by Addendum via fax or e-mail at least two (2) days prior to the receipt of Bids to all parties recorded by the Owner as having received the Bidding Documents. Questions received less than two (2) days prior to the date for opening of Bids may not be answered. Only questions answered by a formal written Addendum will be binding upon the Owner. Oral and other interpretations or clarifications will be without legal effect.

2.05 CONTRACTOR'S AFFIDAVIT OF NON-COLLUSION

- A. Each Bid must be accompanied by an Affidavit of Non-Collusion, which is included in the Bidding Documents, completely executed, signed, and notarized.

2.06 BIDDER'S QUALIFICATIONS AND ABILITY TO PERFORM

- A. It is the intent of the Owner not to award the Contract to any Bidder who does not furnish satisfactory evidence they have the ability and experience in this class of work and that they have sufficient capital to enable them to prosecute the same successfully and to complete it in the time named in the Proposal.
- B. To enable the Owner to determine the ability, experience, and capital resources of the Bidder, each Bidder shall complete and submit the sworn "Contractor Qualification Form".
- C. The Bidder must provide to the Owner a list of the projects completed by the Bidder similar in nature of Work to the project being Bid.
- D. Bidder shall provide to the Owner a list of the equipment, and whether it is owned, leased or rented, that will be used in performing the Work.

- E. The Owner may make additional investigations as deemed necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Owner all additional information and data for this purpose as the Owner may request.
- F. The Owner, in its sole discretion, reserves the right to adjudge any of the prospective Bidders as unqualified or unable to perform as required in the Contract Documents.

2.07 BID PROPOSAL FORM

- A. All Bids must be submitted upon the Bid Proposal Form which will be furnished by the Owner. The form shall be completely executed and shall give the price bid for each item of Work proposed and shall be signed by the Bidder.
- B. Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign). The corporate address must be shown at the appropriate location in the Bid Proposal Form.
- C. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature, and the official address of the partnership must be shown at the appropriate location in the Bid Proposal Form.
- D. All names must be typed or printed below the signature.
- E. The Bid shall contain an acknowledgement of received Addenda (the numbers of which must be filled in on Bid Proposal Form).

2.08 SUBMISSION OF BIDS

- A. Bids shall be submitted at or before the time and place of the bid opening indicated in Section 1.00. Any Bids received later than the specified time will not be accepted.
- B. Bids shall be placed in sealed envelopes and marked with the Project Name, Project Number and name and address of the Bidder and accompanied with any other required documents.

2.09 MODIFICATION AND WITHDRAWAL OF BIDS

- A. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- B. If, within 24 hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under these Contract Documents.

2.10 OPENING OF BIDS

- A. Bids will be opened and (unless obviously non-responsive) read aloud publicly. An official tabulation of the Bids and major alternates (if any) will be made available to Bidders within seven (7) days after they have been checked and certified by the Owner's Representative.

2.11 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- A. All Bids will remain subject to acceptance for thirty (30) days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid prior to that date. Bids shall remain in full force and effect during said period.

2.12 COMPARISON OF BIDS

- A. In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Award.

2.13 AWARD OF CONTRACT

- A. Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner.
- B. Owner reserves the right to reject any and all Bids, to disregard all non-conforming, non-responsive, unbalanced or conditional Bids, and to waive formalities and to award the contract to the lowest and most responsive and responsible Bidder, all to the advantage of the Owner. The Owner further reserves the right to negotiate Contract terms with the successful Bidder.
- C. After the determination of the Successful Bidder by the Owner, the Owner will provide a Notice of Award to the Successful Bidder. The Successful Bidder will then have ten (10) days to sign the Agreement (Contract).

2.14 NOTICE TO PROCEED

- A. The chosen Bidder shall receive a written Notice to Proceed from the Owner prior to commencing any Contract Work on the site. The Successful Bidder shall commence with Contract activities within 15 working days of the date of the Notice to Proceed, unless otherwise directed by the Owner

2.15 INSURANCE REQUIREMENTS

- A. The Contractor shall furnish all the insurance coverage required in the General Conditions section of these Contract Documents.

2.16 SUMMARY OF ITEMS TO BE SUBMITTED WITH THE CONTRACTOR'S BID

- A. Instructions to Bidder – signed

- B. General Conditions – signed
- C. Bid Proposal Form - completely executed and signed.
- D. Contractor’s Non-Collusion Affidavit completely executed, signed, and notarized.
- E. Specifications – signed
- F. Agreement - signed
- G. Bidder’s Qualifications – (as required by Section 2.06) signed & notarized.
- H. Insurance Certificate, included or on file with the Owner, showing how the Bidder meets each of the minimum insurance requirements described in the General Conditions. Alternatively, the Bidder may submit a statement from the Bidder’s insurer agreeing to provide coverage to the Bidder meeting the minimum insurance requirements.

CONTRACTOR:

Company

Signature

Printed Name

END OF SECTION 2.00

SECTION 3.00 – GENERAL CONDITIONS

3.01 PERMITS

- A. It shall be the responsibility of the Contractor to secure permits required (if any) for the project. Contractor shall be required to be familiar with local, state and federal laws and regulations as they affect the Work specified in the proposed project. Contractor shall also pay any fees or acquire any permits required as a result of these laws and regulations.

3.02 CHANGE ORDERS

- A. The Owner may, from time to time, require changes in the Work to be provided by the Contractor under the project scope. Such changes, including any increase or decrease in the amount of Contractor's compensation, which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written amendments to the Contract Documents. No payment shall be made by the Owner to the Contractor for Work not authorized in writing.

3.03 SAFETY REQUIREMENTS

- A. The Contractor shall be responsible for compliance with all applicable safety rules and regulations issued and promulgated by the Department of Labor or other Local, State and Federal agencies having jurisdiction in the project area.
- B. The Contractor shall indemnify and hold harmless the Owner for any and all expense incurred by the Contractor for fines, penalties and corrective measures that result from acts of commission or omission by the Contractor, their agents, employees and assigns, in failure to comply with such safety rules and regulations.
- C. The Contractor shall be responsible for safe access into and out of the structure. Any shoring necessary to support the structure during abatement activities shall be the responsibility of the Contractor.

3.04 PROTECTION AND RESTORATION OF PROPERTY

- A. The Contractor shall avoid damage to the structures. In no cases will the structural integrity of the structures be compromised without approval of Owner's Representative.
- B. The Contractor shall use every precaution to prevent damage or destruction of Property to remain. The Contractor shall be responsible for damage or destruction of any character resulting from the neglect, misconduct or omission in its manner or method of execution or non-execution of the Work or caused by defective Work or the use of unsatisfactory materials.
- C. Wherever public or private property is damaged or destroyed, the Contractor shall, at their own expense, restore such property to a condition similar or equal to that existing before such damage or injury was done by repairing, rebuilding or replacing it as it may be directed, or they shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the Owner may, after expiration of a period of forty-eight (48) hours and after

giving written notice, restore such property as may be deemed necessary and may deduct the expense thereof from the compensation due or which may become due to the Contractor under this Contract.

3.05 CLEAN-UP

- A. Upon completion of the Work, and before final acceptance of Work and final payment will be made, the Contractor shall remove from the site of the Work all surplus and discarded materials, rubbish and temporary structures and leave the site of the Work in a neat and presentable condition.

3.06 INDEMNITY

- A. The Contractor agrees to indemnify and hold harmless the Owner and its agents (including Owner's Representative) and employees from and against all claims, liabilities, damages, actions, causes of action, costs and expenses of every description (including, without limitation, court costs and reasonable attorney's fees) during, growing out of, related to or otherwise connected with, the performance of this Contract by Contractor, its agents, contractors, subcontractors and/or employees and any action taken by them in connection therewith, whether in the nature of injury to persons (including agents and employees of Owner and its contractors) or damage to property (including property of Owner and its contractors) or otherwise, and whether caused or alleged to be caused by the negligence or misconduct of contractor, or anyone directly or indirectly employed by the contractor, or anyone who acts on the behalf of the contractor.

3.07 INSURANCE

- A. Contractor agrees to procure and maintain in full force and effect, at contractor's sole cost and expense, insurance adequate to protect Owner from and against costs and liability of every description as specified in the above section on Indemnity, and to procure and maintain the following minimum coverage requirements:
 - 1. Workers' Compensation insurance in compliance with statutory limits and with Employer's Liability insurance limits of at least \$500,000 each employee, \$500,000 each employee – disease, and \$500,000 disease – aggregate. The limit can be met by any combination of primary employer's liability and Excess/Umbrella Liability limit. The coverage shall contain, or be endorsed to contain, a Waiver of Subrogation in favor of Owner.
 - 2. Comprehensive General Liability Coverage Limits:
 - a. \$2,000,000 General Aggregate
 - b. \$2,000,000 Products - Completed Operations Aggregate
 - c. \$1,000,000 Each Occurrence
 - d. \$1,000,000 Personal Injury/Advertising Injury – Annual Aggregate
 - e. \$50,000 Fire Damage (any one fire)
 - f. Property Damage Liability Insurance will have no exclusion for Explosion, Collapse and Underground coverage.

- g. The General Liability insurance must include Contractual Liability covering the insurable portions of Indemnity Agreement of the Contract. The Contractual Liability coverage cannot include CG 21 39 Contractual Limitation or CG 24 26 Amendment of Insured Contract.
 - h. If the General Liability is written on a Claims Made basis, uninterrupted Claims Made coverage or and Extending Reporting Period (Tail) endorsement must be purchased covering a period of at least two (2) years from the termination of the Contract.
3. Comprehensive Automobile Liability Limit:
- a. \$1,000,000 Combined Single Limit of Liability. Auto Liability insurance shall be written on a Symbol 1 basis, or its equivalent, to cover owned, non-owned and hired autos.
- B. Contractor shall name River Ridge Development Authority as additional insured under all General Liability, Automobile Liability and Excess Liability Insurance Policies as follows:

RIVER RIDGE DEVELOPMENT AUTHORITY
 ITS ASSIGNS AND SUCCESSORS
 6200 EAST HIGHWAY 62, BUILDING 2501, SUITE 600
 JEFFERSONVILLE, IN 47130
 AND
 ITS ASSIGNS AND SUCCESSORS

- C. The Contractor's insurance shall be by insurers authorized to do business in the State of Indiana and having a current A.M. Best Rating of A- VII or better, unless otherwise approved by the Owner. Documentation that the insurance provider meets this criterion must be included with the Insurance Certificate. The Contractor shall not be self insured for any coverage required of this Contract, without the prior approval of the Owner.
- D. All such policies shall provide for no less than fourteen (14) days prior notice of cancellation to Owner, including for non-payment of premium. Certificates of such insurance shall be filed with Owner prior to commencement of any Work, and shall be subject to Owner's approval for adequacy of protection. Insurance shall remain in force for a minimum of one year after end of project, except Completed Operations Insurance, which shall remain in force for a minimum of two years after end of project.
- E. The Owner has the authority, at its sole discretion, to waive any requirements or technicalities as it sees fit.
- F. Failure of the Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of the Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

3.08 RISK

- A. The Contractor shall be responsible for all of the Work as specified in this document until such Work is completed and accepted by the Owner, and shall bear all losses resulting to it because of (1) the amount, character or quality of the Work by the Contractor, (2) because the nature of the conditions of the project site is different from what the Contractor expected, or (3) because of weather, floods, unusual conditions, the need to protect nearby facilities or improvements, or (4) any other causes whatsoever.

3.09 GUARANTEE

- A. The Contractor shall guarantee all materials, equipment, and workmanship against defects for a period of one (1) year from the date of final acceptance. Any failure of materials and equipment during his period shall be replaced at no additional cost to the Owner.

3.10 OWNER'S RIGHT TO TERMINATE THE CONTRACT

- A. The Owner may terminate the Contract, without prejudice, if Contractor fails to perform any provision of the Contract in a manner acceptable to the Owner, in the Owner's absolute discretion, fails to supply sufficient labor or materials to perform the Work in a timely fashion or fails to follow laws and regulations of the public body having jurisdiction. The Owner shall provide the Contractor seven (7) days written notice of their decision to terminate the Contract. The Owner then has the right to take possession of the project site and all of the materials, tools and equipment which the Contractor has delivered to the project site and finish the Work by whatever method the Owner may decide. Contractor will not be entitled to receive any further payment until the completion of the Work. If the unpaid balance of the Contract price exceeds the Owner's expense to complete the Work, such excess shall be paid to the Contractor. If the Owner's cost to complete the Work exceeds the unpaid balance of the Contract, the Contractor shall pay to the Owner the amount in excess of the unpaid balance.
- B. The Owner shall also have the right to terminate the Contract without cause, not resulting from the fault of the Contractor, by providing the Contractor a seven (7) day written notice of the decision to terminate the Contract. Owner shall then pay the Contractor for all Work deemed acceptable by the Owner prior to the date of termination.

3.11 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT

- A. If Work should be stopped under any order of any court, or any public authority, for a period of ninety (90) days through no act or fault of the Contractor or of anyone employed by the Contractor, or if the Owner should fail without cause for ninety (90) days after the Contractor's request for payment, to make any progress payment, then the Contractor may, upon providing seven (7) days

written notice to the Owner, terminate this Contract and recover from the Owner payment for all work executed.

3.12 PAYMENT

- A. The Contractor shall submit to the Owner full payment for purchase of the rail and associated metals prior to the commencement of Work.

CONTRACTOR:

Company

Signature

Printed Name

END OF SECTION 3.00

SECTION 4.00 – BID PROPOSAL FORM

4.01 PROJECT NAME

Hilton Drive Rail Removal _____

4.02 PROJECT NUMBER

17.016 _____

4.03 NAME OF BIDDER

4.04 BUSINESS ADDRESS

4.05 ADDENDA

The following Addenda numbers have been acknowledged and received by the Bidder:

4.06 LUMP SUM BID PRICE

To furnish all labor, materials, tools, equipment, utility and transportation services, insurance, bonds and everything necessary to perform and complete, in a workman like manner, the Work as specified in accordance with the Contract Documents provided by the River Ridge Development Authority, at the Lump Sum Bid Price of:

ITEM	LUMP SUM BID PRICE
------	--------------------

A. Purchase of Rail and Associated Metals

\$ _____

4.07 UNIT PRICES

To furnish all labor, materials, tools, equipment, utility and transportation services, insurance, bonds and everything necessary to perform and complete, in a workman like manner, the items as specified in accordance with the Contract Documents provided by the River Ridge Development Authority, at the Unit Price of:

A. Per ton price for rail \$ _____

B. Per ton price for associated metals \$ _____

IN WITNESS WHEREOF, this Bid Proposal is executed this _____ day of _____, 20_____.

BY:

Name

Title

WITNESS:

Name

Title

END OF SECTION 4.00

SECTION 5.00 – CONTRACTOR'S NON -COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

I hereby affirm, under the penalties for perjury, that the facts and information contained in the statement above are true and correct.

Dated at _____ this _____ day of _____, _____

(Name of Organization)

By _____

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

Before me, a Notary Public, personally appeared the above-named _____ and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this _____ day of _____, _____ .

Notary Public

My Commission Expires: _____

County of Residence: _____

END OF SECTION 5.00

SECTION 6.00 – SPECIFICATIONS

1. Removal of approximately 5,489 track feet of rail and associated metals from owner's property as identified on the attached Exhibit "A".
2. Existing rail not identified to be removed shall not be damaged or altered by Work.
3. The Contractor shall be responsible for all means and methods associated with the Work.
4. Access to and from the Work area must be approved by Owner prior to the commencement of Work.
5. All work shall be in compliance with local, state and federal rules and regulations.

END OF DOCUMENT _____

CONTRACTOR:

Company

Signature

Printed Name

END OF SECTION 6.00

SECTION 7.00 – AGREEMENT FORM

THIS AGREEMENT made this _____ day of _____ in the year _____, by and between the RIVER RIDGE DEVELOPMENT AUTHORITY, party of the first part (hereinafter called Owner) and _____ (hereinafter called Contractor), party of the second part.

WITNESSETH that in consideration of the covenants and agreements hereinafter mentioned, to be performed by the parties hereunto and of the payments herein agreed to be made, it is mutually agreed as follows: Contractor shall furnish all materials, labor, equipment, transportation, and shall execute, construct and finish, in an expeditious, substantial and workman like manner to the satisfaction and acceptance of the Owner, the Work on which he has proposed a price, generally described as follows:

Hilton Drive Rail Removal

The above referenced Work shall be executed in accordance with the Contract Documents. The Contract Documents form the Contract between the Owner and the Contractor and all are as fully a part of the Contract as if attached to the Agreement or repeated herein. The Contract Documents consist of the following:

- A. PROJECT INFORMATION
- B. INSTRUCTION TO BIDDERS
- C. GENERAL CONDITIONS
- D. BID PROPOSAL FORM
- E. CONTRACTOR'S NON-COLLUSION AFFIDAVIT
- F. SPECIFICATIONS
- G. AGREEMENT FORM

The Work covered by this Contract shall commence no later than fifteen (15 days from the date the Notice to Proceed is given by the Owner. And in consideration of the

conclusion of the Work described herein and the fulfillment of all stipulations of this Agreement to the satisfaction and acceptance of the Owner, said Contractor shall pay or cause to be paid to the Owner, based on the prices provided on the Bid Proposal, a lump sum of \$ _____ , (_____
_____) , amount in words.

and

Unit Prices according to the attached schedule:

A. Per ton price for rail \$ _____

B. Per ton price for associated metals \$ _____

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties to this agreement have hereunto signed this Agreement, dated the day and year first herein written.

RIVER RIDGE DEVELOPMENT AUTHORITY, OWNER and Party of the First Part

BY: _____
Jerry G. Acy, Executive Director

Witness: _____
David A. Lewis, General Counsel

CONTRACTOR and Party of the Second Part

BY: _____
Authorized Signature

Printed Name

Witness: _____
Signature

Printed Name

END OF SECTION 7.00

Exhibit "A"

