

Town of New Durham

Request for Proposals

1772 Meetinghouse Foundation

The Meetinghouse Restoration Committee, on behalf of the Town of New Durham Board of Selectmen is requesting proposals for the installation of a frost proof foundation for the Town's historic 1772 Meetinghouse.

The specifications can be viewed from the Town's website at www.newdurhamnh.us or picked up at the Town Hall located at 4 Main Street. Questions can be answered by contacting George Gale, Committee Chair at (603) 273-6847 or email gtgale@metrocast.net, and or Scott Kinmond, Town Administrator at (603) 859-2091 or by emailing skinmond@newdurhamnh.us. Site visits can be scheduled by contacting Committee Chair George Gale.

All proposals must be submitted in a sealed envelope, clearly labeled "Town of New Durham 1772 Meetinghouse Foundation RFP", and received at the New Durham Town Hall, 4 Main Street, New Durham or mailed to PO Box 207, New Durham NH 03855, at or before 2PM, Wednesday, April 26, 2017. Proposals will be opened and publicly read. The Town of New Durham reserves the right to accept, reject, modify, or negotiate any and/or all proposals or any portion thereof in the best interest of the Town of New Durham.

Specifications

1772 Meetinghouse Foundation

Description:

The 1772 Restoration Committee, on behalf of the Board of Selectmen and the Town of New Durham, is soliciting competitive proposals from qualified historic restoration timber framers, stonemasons, and concrete contractors to raise and level the historic structure, while installing a poured concrete foundation to grade, and a historically appropriate field stone dry wall foundation from grade to sill.

Given the varied and specialized nature of the work to be completed, the Committee encourages contractors from the different specialties to coordinate in a single bid. In all cases, subcontractors used must be identified with contact information, basic bio and references provided and a separate breakdown of their labor and material costs shall be provided.

Applicant must be willing to enter into a contract to provide services in accordance with the following conditions:

Scope of Services:

Raise and level the historic structure, while installing a poured concrete foundation to grade, eight interior frost proof concrete piers, an historically appropriate fieldstone dry wall foundation from grade to sill, re-grade exterior to provide sloped drainage.

General Information:

- 1.) Brace and stabilize structure as needed for jacking.
- 2.) Lift and level the structure to within ½ inch maximum variance.
- 3.) Install an 18" Min. poured foundation footer with 12 inch foundation walls to grade. Footers to be pinned to ledge every 12 inches where ledge is present above four feet from existing grade. Foundation walls to be 4', unless ledge is present and shall have top pins, for installation of the fieldstone dry wall foundation above grade. Note: Poured concrete foundation wall shall be 6" below existing grade, so upon backfilling cannot be visibly seen.
- 4.) Remove and replace interior sub-floors as needed in order to install eight interior frost proof concrete piers being approximately 10" x 10" with an appropriately sized base pad.
- 5.) Rebuild a historically appropriate stone dry wall foundation above grade.

- 6.) Repair or replace exterior sheathing, trim and siding with existing type as needed.
- 7.) Finish work:
 - Ensure that all doors and windows open and close freely at conclusion of work.
 - Regrade around structure as needed to maintain existing drainage slope away from building.
 - Loam and seed the regraded area, and any other disturbed area.
- 8.) All work is to be done in accordance with the Secretary of Interiors Standards for Rehabilitation, as well as local building code, with photo and written documentation of all work completed.

Invoicing: A copy of all invoices will need to be approved for payment.

- Payment #1: Concrete foundation completion
Payment #2: Completion of stone foundation.
Payment #3: Completion of jacking, bracing, leveling and returning structure weather tight.
Payment #4: 25% retainer released upon acceptance and final permit inspection.
(Payment/invoicing may be modified according to the project methodology)

The Town reserves the right to reject any or all proposals, to waive on non-material irregularities on information in any proposal and to accept or reject any item or combination of items. Contractors must propose on items as specified. Any proposed changes must be detailed in writing and submitted as an addendum to the proposal.

The award will be made to the responsible Applicant based on quality of product and overall proposal, proposal amounts and other factors based on the interests of the Town. The award may be made for individual items at the discretion of the Selectmen. Further, the Town reserves the right to negotiate the terms of the contract and the scope of the project with the successful proposer without having to re-post the job.

Proposal response must be based on the attached specifications. Proof of Worker's Compensation and Liability Insurance must be provided to the Town by the Contractor and is required to be held by the awarded Applicant for the duration of the project. Sealed proposal responses shall include: Written proof verifying Contractor or Subcontractors are not listed on the "Excluded Parties List" @ <https://www.sam.gov>; Proposal Sheet: Proposal Conditions: Proposal Bond (if over \$35,000); and any Addendums.

General Provisions

1. Each Proposal shall be submitted in a sealed envelope clearly identified with the Contractors' name and marked "Town of New Durham 1772 Meetinghouse Foundation" and will be received in the New Durham Town Hall, or mailed to PO Box 207, New Durham NH 03855, at or before 2:00PM, Wednesday, April 26, 2017.
2. Proposals will be opened and publicly read on Wednesday, April 26, 2017 at the Town Hall, 4 Main Street at 2:00 PM. Proposals when opened shall be irrevocable for a period of 60 calendar days following the proposal-opening date. Following a review of the proposals by the 1772 Meeting House Committee, Town Administrator and the Board of Selectmen will award the proposal at a regular public meeting.
3. The Town of New Durham reserves the right to accept, reject, modify, or negotiate any and/or all proposals or any portion and to waive defects in form of minor irregularities thereof in the best interest of the Town of New Durham.
4. The Proposal price shall not include Federal or State taxes. If such are applicable, the successful Proposer shall furnish the Town with the necessary tax-exempt forms in triplicate upon submission of the invoice.
5. The contractor(s) shall not, directly or indirectly, enter into any agreements, participate in any collusion, or otherwise take any action in restraint of free competitive proposal in connection with this proposal.
6. The successful contractor(s) shall not use the name of the Town in any advertising without first obtaining written permission from the Board of Selectmen.
7. Any changes to the provisions or specifications of this Proposal shall be made by written addendum issued no later than 4 working days prior to the Proposal opening date. Prospective Proposers shall have complete responsibility for being aware of any and all addenda.
8. The contractor(s) attention is drawn to the fact that they shall observe and comply with all applicable Federal and State Laws and Regulations, Town Ordinances, and the Town's Purchasing Policy. These shall also apply to the Agreement the same as though written out herein in full, and the Contractor shall indemnify the Town and its representative against any claim or liability arising from or based on any such law, ordinance, rules and regulation by themselves or by their employees. The successful Proposer shall notify the Town immediately if these proposal documents are at variance with any laws or regulations.
9. The Town may make such investigations as it may deem necessary to determine the ability of the contractor(s) to perform the services, check references, etc. The contractor(s) shall furnish the Town all such information for this purpose that the Town may request. The Town reserves the right to reject any and all proposals if the evidence submitted by, or investigation of, such contractor(s) fails to satisfy the Town that such contractor(s) is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
10. The contractor(s) shall secure and pay for all permits and licenses required for the work in accordance with the proposal documents, contract and specifications required for a complete finished job.
11. The contractor(s) acknowledges that it is an independent Contractor responsible for its own acts and performance under the Contract, including the acts of its employees and performance of its equipment. In

addition to maintaining the required insurance under this Contract, the contractor(s) to the fullest extent permitted by law, shall protect, indemnify, save, defend and hold harmless and exempt the Town, its officers, officials, agents, volunteers and employees ("Indemnified Parties") from and against any and all liabilities, obligations, claims, damages, penalties, causes of actions, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated by reason of any accident, bodily injury, personal injury, death of person, or loss of or damages to property, arising indirectly or directly under, in connection with, or as a result of this agreement or the activities of the contractor and even if caused in whole or in part by any negligent or intentional act or omission of Indemnified Parties. In addition, and regardless of respective fault, the Contractor(s) shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and liabilities arising out of a claim, charge or determination that the Contractor's officers, employees, contractors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, Medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.

12. The contractor(s) shall, in the employment of labor, comply with the laws of the State of New Hampshire, including but not limited to Chapter 275, RSA, as amended, "Hours of Labor", Chapter 279, RSA as amended, "Minimum Wage Law".
13. Insurance: At the time of the execution of the Contract, the contractor(s) (including any sub-contractors) shall present to the Board of Selectmen, proof of the required Liability Insurance Coverage. The contractor(s) shall provide proof of commercial general liability insurance, including completed operations coverage, with limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, and shall add the Town to the policy as an additional insured by way of amendatory endorsement and certificate of insurance. The liability insurance shall contain contractual liability coverage applicable to the indemnification obligations of the contractor. Contractor(s) shall provide proof of acceptable automobile insurance applicable to activities in connection with the project, as well as workers compensation insurance applicable to its employees. The Town shall not be required to indemnify or insure the contractor(s).
14. Upon receipt of written notice of acceptance of their proposal, the successful contractor(s) shall execute and deliver the formal contract, attached, within ten calendar days to the Town.
15. The successful contractor(s), upon their failure or refusal to execute and deliver the Contract and security, if required, within ten calendar days after they have received notice of the acceptance of their proposal, shall forfeit to the Town, as liquidated damages for such failure or refusal, the security deposited with their proposal.
16. The Contract Documents shall include, may not be limited to: the "Invitation to Proposal"; "General Provisions"; "Specifications"; "Proposal Security"; ; "Proposal" "Change Orders"; "Drawings" (if any); "Notice to Proceed"; "Notice of Award"; any issued addenda and the final executed "Contract Agreement".

The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the work and the terms and conditions of payments shall be as binding as if called for by all.
17. A complete understanding of the conditions as they exist is required by a careful personal examination of the work at the site. The contractor(s) also shall examine carefully the Specifications and the Contract forms of the work contemplated. The contractor(s) shall not, at any time after the execution of the Contract, set up any claims whatsoever based upon insufficient data or incorrectly assumed conditions, nor shall it claim any misunderstanding in regard to the nature, conditions, or character of the work to be

performed under this contract, and it shall assume all risks resulting from any change in the conditions which may occur during the progress of the work.

18. The Town shall make payment on account of the Contract as the term described in the "Specification".
19. After execution of the Contract, there shall be no changes in the Proposal Documents except by a written amendment executed in the same manner as the Contract or by Change Order as described below:

Change Orders:

- A. The Town, without invalidating the Contract, may order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract sum and the Contract time being adjusted accordingly. All such changes in the work shall be executed under the applicable conditions of the Contract Documents.
 - B. A change order is a written order to the Contractor signed by the Board of Selectmen or their designee and the Contractor, after execution of the Contract, authorizing a change in the work and/or an adjustment in the Contract time.
 - C. The terms of any change order shall be mutually agreed to by the Contractor and the Board of Selectmen.
20. The entire work contemplated by the Contract shall be under the supervision of the Board of Selectmen, or their agents so designated, and all questions concerning the prosecution of the work shall be referred to and decided by them.
 21. Assignment: The Contractor shall not assign, sublet, or transfer its interest in this agreement without written consent of the Town of New Durham.
 22. The Contractor shall commence work under this Contract as specified in the Notice to Proceed at the location specified by the Town. The Contractor shall not commence work until a conference has been held at which representatives of the Contractor and the Town is present.

Proposal Conditions
1772 Meetinghouse Foundation

The Proposer understands that the Town reserves the right to reject any and all proposals and to waive any informalities in the Proposal for any reason which the Town determines to be in the best interest of the Town.

The Proposer agrees that the Proposal shall be valid and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving proposals.

Upon receipt of written notice of acceptance of this Proposal, the Proposer shall execute the formal Contract attached, and deliver the Contract to the Town within 10 days.

This Proposal may be accepted by the Town at any time within 60 days of the opening of Proposals.

In case this Proposal shall be accepted by the Town, and the undersigned shall fail to execute the Contract within 10 days from the date of Notice of Award of the Contract, the undersigned shall forfeit to the Town the security deposited with this proposal as liquidated damages for the delay and additional expense by the Town caused thereby.

The full name and residence of all persons and parties interested in the forgoing Proposal as principal are as follows:

_____	_____
_____	_____
_____	_____
_____	_____

Please have authorized individual(s) sign and submit with proposal sheet

Town of New Durham
Proposal Bond
1772 Meetinghouse Foundation

Know all persons by these present, that we the undersigned.

_____ as Principal, and

_____ as Surety, are

hereby held and firmly unto _____

as Town 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.

Signed this _____ day of _____, 2017.

The condition of the above obligation is such that whereas the Principal has submitted to the Town, a certain Proposal, attached hereto and hereby made a part hereof to enter into a Contract in writing for

“1772 Meetinghouse Foundation”

Now Therefore:

- (a) If said proposal is rejected, or in the alternative;
- (b) If said Proposal shall be accepted and the Principal shall execute and deliver a contract in the Form of a Contract attached hereto (properly completed in accordance with the Proposal) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said proposal, then this obligation shall be void, otherwise the same shall remain in 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 Surety, for value received, hereby stipulates and agrees that the obligations of said surety and its bond shall be in no way impaired or affected by any extension of time within which the Town may accept such Proposal: and said Surety does hereby waive notice of extension.

In Witness whereof, The Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (LS)

Surety

_____ (Seal)

1772 Meetinghouse Foundation

NOTICE OF AWARD

TO:

Description:

The 1772 Restoration Committee, on behalf of the Board of Selectmen and the Town of New Durham, is soliciting competitive proposals from qualified historic restoration timber framers, stonemasons, and concrete contractors to raise and level the historic structure, while installing a poured concrete foundation to grade, and a historically appropriate field stone dry wall foundation from grade to sill.

Given the varied and specialized nature of the work to be completed, the Committee encourages contractors from the different specialties to coordinate in a single bid. In all cases, subcontractors used must be identified with contact information, basic bio and references provided and a separate breakdown of their labor and material costs shall be provided.

Applicant must be willing to enter into a contract to provide services in accordance with the following conditions:

Scope of Services:

Raise and level the historic structure, while installing a poured concrete foundation to grade, eight interior frost proof concrete piers, an historically appropriate fieldstone dry wall foundation from grade to sill, re-grade exterior to provide sloped drainage.

General Information:

- 9.) Brace and stabilize structure as needed for jacking.
- 10.) Lift and level the structure to within ½ inch maximum variance.
- 11.) Install an 18" Min. poured foundation footer with 12 inch foundation walls to grade. Footers to be pinned to ledge every 12 inches where ledge is present above four feet from existing grade. Foundation walls to be 4', unless ledge is present and shall have top pins, for installation of the fieldstone dry wall foundation above grade. Note: Poured concrete foundation wall shall be 6" below existing grade, so upon backfilling cannot be visibly seen.

12.) Remove and replace interior sub-floors as needed in order to install eight interior frost proof concrete piers being approximately 10" x 10" with an appropriately sized base pad.

13.) Rebuild a historically appropriate stone dry wall foundation above grade.

14.) Replace exterior sheathing, trim and siding with existing type as needed.

15.) Finish work:

- o Ensure that all doors and windows open and close freely at conclusion of work.
- o Regrade around structure as needed to maintain existing drainage slope away from building.
- o Loam and seed the regraded area, and any other disturbed area.

16.) All work is to be done in accordance with the Secretary of Interiors Standards for Rehabilitation, as well as local building code, with photo and written documentation of all work completed.

8. All installation phases which require permits will be requested by the licensee and said fee will be waived by the Town of New Durham. Inspection requests will require 36 hour notice(s).

You are required by the General Provisions items # 11 and 13; to submit proof of certificates of insurances within ten calendar days from the date of this Notice to you. Please note all other General Provisions are binding.

If you fail to execute said Agreement within ten days from the date of this Notice, said Town will be entitled to consider all your rights out of the Town's acceptance of your Proposal as abandoned. The Town will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Town.

Dated this _____ day of _____, 2017,

Town:
Town of New Durham NH

By: _____

Title: _____

Acceptance of Notice

Receipt of the above Notice of Award is hereby acknowledged by: _____

_____, this the _____ day of

_____, 2017. Title: _____

1772 Meetinghouse Foundation

Agreement

This Agreement made and entered into as of this ____ day of _____, 2017, jointly between the Town of New Durham, with a business address of PO Box 207, New Hampshire (hereinafter referred to as the "Town", hereinafter referred to as "Contractor". _____

Whereas, the Board of Selectmen, on behalf of the Town of New Durham, is soliciting competitive proposals from qualified applicants to

Scope of Services:

Raise and level the historic structure, while installing a poured concrete foundation to grade, eight interior frost proof concrete piers, an historically appropriate fieldstone dry wall foundation from grade to sill, re-grade exterior to provide sloped drainage.

General Information:

- 17.) Brace and stabilize structure as needed for jacking.
- 18.) Lift and level the structure to within ½ inch maximum variance.
- 19.) Install an 18" Min. poured foundation footer with 12 inch foundation walls to grade. Footers to be pinned to ledge every 12 inches where ledge is present above four feet from existing grade. Foundation walls to be 4', unless ledge is present and shall have top pins, for installation of the fieldstone dry wall foundation above grade. Note: Poured concrete foundation wall shall be 6" below existing grade, so upon backfilling cannot be visibly seen.
- 20.) Remove and replace interior sub-floors as needed in order to install eight interior frost proof concrete piers being approximately 10" x 10" with an appropriately sized base pad.
- 21.) Rebuild a historically appropriate stone dry wall foundation above grade.
- 22.) Repair or replace exterior sheathing, trim and siding with existing type as needed.
- 23.) Finish work:
 - Ensure that all doors and windows open and close freely at conclusion of work.
 - Regrade around structure as needed to maintain existing drainage slope away from building.
 - Loam and seed the regraded area, and any other disturbed area.

24.) All work is to be done in accordance with the Secretary of Interiors Standards for Rehabilitation as well as local building code, with photo and written documentation of all work completed.

8. All installation phases which require permits will be requested by the licensee and said fee will be waived by the Town of New Durham. Inspection requests will require 36 hour notice(s).

9. Independent Contractor: Contractor shall perform this Agreement as an independent contractor and as such, shall have and maintain complete control over all its employees, agents and operations. Neither Contractor nor anyone employed by it shall be, represent, act, and purport to act, or be deemed to be the agent, representative, employee or servant of the Town.

10. Insurance: The Contractor and all sub-contractors shall purchase and maintain for the duration of this Agreement an insurance policy with a minimum of one million dollars (\$1,000,000.00/\$2,000,000 aggregated) in liability coverage. The Contractor shall provide the Town a certificate of insurance for said policy naming the Town as additionally insured and indicating coverage per terms of this Agreement for the period of performance of this Agreement.

11. **Invoicing:** A copy of all invoices will need to be approved for payment.

Payment #1: Concrete foundation completion

Payment #2: Completion of stone foundation.

Payment #3: Completion of jacking, bracing, leveling and returning structure weather tight.

Payment #4: 25% retainer released upon acceptance and final permit inspection.

12. Inspections: The Town shall have the right to inspect and obtain copies of all written licenses, permits and approvals issued by any federal, state or local governmental entity or agency, to Contractor which are applicable to the performance of this Agreement.

13. Excuse of Performance: The performance of and obligations under this Agreement, except for the payment of the money for services already rendered, may be suspended by either party in the event the purchase and installation of said heating equipment are prevented by cause or causes beyond the reasonable control of such party. Such causes shall include, but not limited to acts of God, acts of war, riot, fire, explosion, accident, floods or sabotage, lack of adequate fuel, power; changes in governmental laws and regulations or interpretations thereof, rule making, permits, approvals, requirements, orders or actions which significantly affect the use of the fire station apparatus bay area, public outcry; national defense requirements; injunctions or restraining orders, so long as such acts are not caused by the Contractor.

14. Indemnification: The Contractor shall indemnify and hold harmless the Town, its agents and employees against and from all actions, suits, liabilities, settlements, losses, demands, damages, penalties, fines, counsel fees and all other expenses relating to or arising from any and all claims of every nature or character due to the agents, employees or attorneys and any collection of any accounts or bills on behalf of the Town made pursuant to this agreement. None of the foregoing provisions shall deprive the Town of any action, right or remedy otherwise available to it under law. In the event that the Contractor is requested to honor the indemnity obligation hereunder, then the Contractor shall, in addition to all other obligations, pay the Town the cost of bringing any action at law or in equity, including but not limited to attorney's fees, to enforce indemnity. The Contractor's obligation to indemnify as provided herein shall survive the termination or expiration of this agreement, and shall not be limited or diminished by the presence, absence, or amount of insurance as requested herein.

15. Arbitration: Any controversy or dispute arising out of or relating to this agreement or the breach thereof shall be settled by arbitration. The parties shall select the arbitrator. The arbitrator shall adopt appropriate arbitration rules similar to the American Arbitration Association. The place of arbitration shall be in New Durham, New Hampshire. The arbitration hearing shall be held within sixty (60) days after the notice of arbitration is delivered by one party to the other party. In the event the parties are unable to agree on the arbitrator then application can be made to Strafford County Superior Court under RSA Chapter 542. The arbitrator shall also have power to determine interpretation of any provision of this agreement and is to issue an order to cure a violation. The cost of the arbitrator shall be shared equally by the parties.

16. No Assignments: Neither party may assign, transfer, broker or otherwise vest in any other company, entity or person, any of its rights or obligations under this Agreement without first obtaining the prior written consent of the other party which consent shall not be unreasonably withheld.

17. Successors and Assigns: This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

18. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.

19. Miscellaneous: If any provision of this Agreement or any portion of such provision, or application thereof to any circumstance or person is held invalid, the remainder of this Agreement, or the remainder of such provision, and the application thereof to their persons or circumstances shall not be affected thereby.

20. Termination: In the event either party fails to perform as required under the terms of this Agreement; and if the default is not cured within a prescribed time, the Agreement may be terminated by giving an advance (90) ninety day written notice to the defaulting party.

21. Entire Agreement: This Agreement represents the entire understanding reached between the parties hereto with respect to the subject matter contained herein. This Agreement may not be modified or amended except in writing signed by both parties.

22. The term "Contract Documents" means and includes the following:

- a. Invitation for Proposals
- b. Specifications
- c. Special Conditions (if any)
- d. Proposal Sheet
- e. Notice of Award
- f. Agreement
- g. Notice to Proceed
- h. General Provisions
- i. Supplemental General Provisions (if any)
- j. Change Orders (if any)
- k. Drawings (if any)
- l. Technical Specifications
- m. Insurance
- n. Addenda

No: _____, Dated _____ 2017

In Witness Wherefore, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

Contractor Services

Town of New Durham NH

Authorized to Sign for the Company

Authorized to Sign for the Town

Date

Date

Title: _____

Title: _____

Note: If the Contractor is a corporation, an affidavit giving the principal the right to sign the Contract must accompany the executed Contract.

Notice to Proceed

To: _____ Date: _____

Project: _____

You are hereby notified to commence Work in accordance with the Agreement dated _____, 2017 on _____ and you are to complete the Work within () consecutive calendar days thereafter. The date completion of all Work is therefore ().

TOWN:

Town of New Durham New Hampshire

By: _____

Title: _____

ACCEPTANCE of NOTICE

Receipt of the above Notice to PROCEED IS HEREBY ACKNOWLEDGED

By: _____, this the _____ day of _____, 2017.

By: _____, Title : _____