

**TOWN OF CAROLINA BEACH**  
**VEGETATIVE AND C&D DEBRIS REMOVAL CONTRACT**

**PART I – INSTRUCTIONS TO BIDDERS**

**1.00 DEFINITIONS**

- 1.01 Bidding Documents include the Invitation to Bid, Instructions to Bidders, The Bid Form and the proposed Contract Documents including any Addenda issued prior to the receipt of bids.
- 1.02 The Contract Documents proposed for the work consist of Specifications and all Addenda issued prior to and all Modifications issued after execution of the Contract.
- 1.03 A Bid is the complete and properly signed proposal to do the work for the sums stipulated therein, as submitted in accordance with the Bidding Documents.
- 1.04 The Unit Price Bid is the sum stated in the Bid for which the Bidder offers to perform the work described in the Bidding Documents as the base to which work may be added or from which work may be deleted for sums stated in Alternate Bids.

**2.00 BIDDER REPRESENTATIVES**

- 2.01 Each Bidder by making his Bid represents that:
  - A. Bidder has read and understands the Bidding Documents and his Bid is made in accordance therewith.
  - B. Bidder has visited the sites, has familiarized himself with local conditions under which the work is to be performed and has correlated his observations with the requirements of the Contract Documents.
  - C. No consideration will be given any Claim based on lack of knowledge of existing conditions except where Contract Documents make definite provisions for adjustments of cost or extension of time due to existing conditions that cannot be readily ascertained.
  - D. The Bid as submitted is based upon providing the labor, materials, systems and equipment required to complete the “Scope of Work” without exceptions.

**3.00 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

- 3.01 Bidders shall promptly notify Mr. Paul Parker, Director of Operations, of any ambiguity, inconsistency or error, which they may discover upon examination of the Bidding Documents.

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- 3.02 Bidder requiring clarification or interpretation of the Bidding Documents shall make written request which shall reach the Director of Operations at least four (4) calendar days prior to the date for receipt of bids.
- 3.03 Any interpretation, correction or change of the Bidding Documents will be made by Addenda. Interpretations, corrections or changes of the bidding documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections, or changes.
- 4.00 **BIDDING PROCEDURE**
- 4.01 Sealed bids will be addressed to “VEGETATIVE AND C&D DEBRIS REMOVAL CONTRACT” at 1121 North Lake Park Blvd., Carolina Beach, NC 28428. Deadline for submittal of bids will be 10:00am on Tuesday, April 15, 2008 at which time a bid opening and public reading will take place in the Town Council Chambers and be open to the public. Interested parties are recommended to attend the *Pre-bid Conference* scheduled at 10:00am on Tuesday, April 1, 2008 in the Town Hall Conference Room. The Town Council will make the selection during the next regularly scheduled meeting, May 13, 2008, following which the selected bidder will be notified.
- 4.02 **All bids shall be submitted in duplicate on a form identical to the form included with the Bidding documents. Copies shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. A Bid by a Corporation shall further give the state of incorporation and have the corporate seal affixed.**
- 4.03 The unit Price Bid Sum shall be expressed in figures.
- 4.04 Any interlineations, alteration or erasure must be initialized by the signer of the Bid.
- 4.05 Failure to submit a Bid in the form requested or inclusion of any alternates, conditions, limitations or provisions not called for will render the bid irregular, and shall be considered sufficient cause for rejection of Bid.
- 4.06 Bids shall be delivered to reach the address designated in the Invitation to Bid no later than the hour and date established for deadline for acceptance of bids. After that time, no bids will be received, nor may they be withdrawn. **Faxed bids will not be accepted.**
- 4.07 No Bid may be modified, withdrawn, or canceled by the Bidder for a period of NINETY (90) calendar days following the time designed for receipt of bids, and each Bidder agrees in submitting his Bid.

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Negligence or error on the part of any Bidder in preparing his Bid confers no right of withdrawal or modification of his bid after time has been called. Sureties and principals are advised that Town cannot give consideration to any plea of "error" in preparation of the Bid.

**5.00 CONSIDERATION OF BIDS**

5.01 Rejection of Bids: The Town shall have the right to reject any or all Bids not accompanied by any data required by the Bidding Documents, or to reject a Bid which is in any way incomplete or irregular.

5.02 Acceptance of Bid (Award): It is the intent of the Town to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed a fair and equitable rate. The Town shall have the right to reject any or all bids and/or waive any informality or irregularity in any bid or bids received and to accept the Bid or Bids, which in its judgment is in the Town's best interest.

**6.00 INSURANCE**

6.01 Careful attention is directed to insurance. The Contractor should carefully review his insurance in order to be completely and adequately covered with regard to special hazards, etc. **Certificates for Worker's Compensation, General Liability and Vehicle/Equipment Insurance will be required and submitted as part of the bid package.** The contractor shall maintain at minimum the following limits of liability.

Workman's Compensation	\$ 500,000
Contractor's General Liability Ins.	\$1,000,000
Contractor's Vehicle Ins.	\$ 500,000

(Combined Single Limit – Bodily Injury and Property Damage)

The contractor's Comprehensive General Liability Insurance shall include coverage for premises operations, independent contractors, completed operations, products and contractual exposures as shall protect the contractor from claims arising out of any bodily injury, including accidental death, as well as, claims for property, damages which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor or any directly or indirectly employed by either of them.

**7.00 TIME/COMPLETION SCHEDULE**

7.01 This contract will be valid for a period of one year, from July 1, 2008 thru June 30, 2009.

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All dates in this schedule are predicated on a contract being awarded and the site and/or sites open to accept waste. Contractor will begin work within 2 days notice to proceed. Completion of project will be at the discretion of the Director of Operations.

**8.00 CERTIFICATES**

8.01 Payment will be made by the 15<sup>th</sup> of each month after submission of weekly pay applications (invoices) received prior to the 5<sup>th</sup> of that month. **Payment will be based on volume as determined by the TOWN or its designate at the awarded unit price.**

**9.00 SAFETY**

9.01 Contractor shall be solely responsible for maintaining safety, at all work sites. Contractor shall take all reasonable steps to insure safety for both workers and visitors to the site, to include traffic control.

**10.00 LOCATIONS FOR DISPOSAL**

10.01 Currently the Director of Operations requests that vegetative and C&D Debris be taken to the temporary staging site off Dow Road, directly behind the Public Works Complex, however bids should make allowance for disposal to an alternative location with maximum one-way distance of 15 miles. New Hanover County and/or its contractor will haul C&D and Vegetative Debris to its final destination for disposal.

**11.00 PERFORMANCE REQUIREMENTS**

11.01 Performance and Payment Bond:

Selected CONTRACTOR(s) will be required to post a Performance and Payment Bond in an aggregate amount of Five Hundred Thousand Dollars (\$500,000.00) throughout the contract execution period, when the Director of Operations requests initiation of this Phase II – Vegetative and C&D Debris Removal Contract, until such time as the “Scope of Work” contained in this contract are complete as determined by the Director of Operations and one year after.

11.02 Town's right to carry, out the work:

If the contractor defaults or neglects to carry out the work in accordance with the Contract Documents and fails within a two-day period after receipt of written

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notice from the Town to commence and continue correction of such default or neglect with diligence and promptness, the Town may without prejudice to other remedies, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the contractor the cost of correcting such deficiencies, including compensation for the Town's additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due the contractor are not sufficient to cover such amounts, the contractor shall pay the difference to the Town.

**12.00 TERMINATION BY THE TOWN FOR CAUSE:**

12.01.1 The Town may terminate the contract if the contractor:

- a. persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper equipment;
- b. fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the contractor and subcontractors;
- c. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- d. otherwise is guilty of substantial breach of a provision of the Contract Documents.

12.01.2 When any of the above reasons exist, the Town may without prejudice to any other rights or remedies of the Town and after giving the contractor and the contractor's surety, if any, two days' written notice, terminate employment of the contractor and may, subject to any prior rights of the surety:

- a. accept assignment of subcontracts; and/or
- b. finish the work by whatever reasonable method the Town may deem expedient; and/or
- c. pay from the Payment Bond Posted, as required in Section 11.01 of Part I – Instructions To Bidders, any and all parties seeking retribution (for damages, subcontracts, etc.) with regards to this Debris Removal Contract from the CONTRACTOR.

12.01.3 When the Town terminates the contract for one of the reasons stated in

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Subparagraph 12.01.1, the contractor shall not be entitled to receive further payment until the work is finished.

- 12.01.4 If the unpaid balance of the contract sum exceeds additional costs incurred while finishing the work, including compensation for the Town's services and expenses made necessary thereby, such excess shall be paid to the contractor. If such costs exceed the unpaid balance, the contractor shall pay the difference to the Town. This obligation for payment shall survive termination of the contract.

**13.00 ESTIMATED QUANTITIES**

- 13.01 The TOWN makes no guarantee as to the quantities the CONTRACTOR will actually remove.
- 13.02 The TOWN provides solid waste services (household refuse and vegetative debris) to solid waste customers within the municipality and in the event of the activation of this CONTRACT will continue to provide these services and reserves the right to augment the solid waste management department with other departments of the TOWN.
- 13.03 Through conversation and understanding with North Carolina Department of Transportation (NCDOT), NCDOT will have primary responsibility for vegetative and sand debris removal efforts of Federal and State Highways, and Federal Aid Secondary Routes, for Carolina Beach this includes US Highway 421 and Dow Road. However, upon directive from the Town Manager, the CONTRACTOR must be prepared to remove vegetative and sand debris from US Highway 421 and Dow Road within the incorporated limits of the TOWN.
- 13.04 Through conversation and understanding with North Carolina Department of Transportation (NCDOT), the Town of Carolina Beach and/or its Debris Removal Contractor will have primary responsibility for the removal of construction and demolition debris (C&D) from US Highway 421 and Dow Road within the incorporated limits of the TOWN.

**14.00 PERSONNEL**

- 14.01 It is mutually agreed that CONTRACTOR is an independent CONTRACTOR and not an agent of the TOWN, and as such the CONTRACTOR shall not be entitled to any TOWN employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

**15.00 CONFLICT OF INTEREST**

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15.01 No paid employee of the TOWN shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this agreement.

**16.00 OTHER LAWS AND REGULATIONS**

16.01 CONTRACTOR will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances regarding toxic, hazardous and solid wastes and any other pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. CONTRACTOR will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources, the United States Environmental Protection Agency, the North Carolina Department of Environmental Management, Health Departments, and any other federal, state or local agency having jurisdiction, to insure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder.

**17.00 NON-DISCRIMINATION**

17.01 CONTRACTOR will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this agreement because of race, creed, color, sex, age, disability or national origin. To the extent applicable, CONTRACTOR will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this agreement and may result, at TOWN'S option, in a termination or suspension of this agreement in whole or in part.

**18.00 QUALIFICATIONS OF CONTRACTOR**

18.01 As part of proposal submission and due at deadline of submittal (see Part I, Instructions to Bidders, 4.01); CONTRACTOR(s) will provide additional documentation utilized in due diligence evaluation and CONTRACTOR qualification, these are:

18.01.1 Most recent completed Annual Financial Report

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- 18.01.2 Dun & Bradstreet # and a current Dunn & Bradstreet Comprehensive Report
- 18.01.3 Surety Company Name, Contact Name and telephone #
- 18.01.4 Listing of Sureties Secured past 5 years and amounts
- 18.01.5 Insurance Company Name, Contact Name and telephone #
- 18.01.6 Debris Removal Experience past 5 years listed with Contact Info., Volume, Gross \$, Contact Name and telephone #'s
- 18.01.7 Sample of other services provided with Contact Info., Gross \$, Contact Name and telephone #'s
- 18.01.8 List of Company Owned Equipment available to service the Town of Carolina Beach Vegetative and C&D Debris Removal Contact
- 18.01.9 Health & Safety Plan with training schedule and Environmental Protection Program as pertaining to Vegetative and C&D debris removal operations.
- 18.01.10 List of Subcontractors under obligation/agreements with CONTRACTOR with list of available equipment to service the Town of Carolina Beach Vegetative and C&D Debris Removal Contact with Contact Name and telephone #'s

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**PART II – SCOPE OF WORK**

1.00 **GENERAL**

- A. The contractor shall comply with all applicable Federal, State and Local codes, ordinances and requirements of all agencies having jurisdiction. The contractor will be responsible for obtaining all necessary permits and licenses to complete the scope of work.
- B. Performance: The quality of workmanship concerning the removal of Vegetative and C&D Debris must reflect professional work and conduct.

2.00 **SCOPE OF WORK**

Phase I of Debris Removal will be the immediate debris clearing from roads and major thoroughfares to reestablish Emergency Services and Vehicle Access. A separate contract will be issued for these services. The **Town of Carolina Beach** will enact Phase II of Debris Removal following the determination that Phase I has been completed or determined unnecessary. **This contract and associated scope of work in this request for proposal of services is exclusively for Phase II of Debris Removal.**

- 2.01 Contractor will gather, load and haul vegetative (including containerized or bagged vegetative debris) and C&D (Construction and Demolition Debris) from roads, rights-of-way, public beaches and designated Public Property within the incorporated limits of the Town to the Dow Road Staging Site, or alternative location with maximum one-way distance of 15 miles.
- 2.02 The Contractor will not enter or remove debris from private property.
- 2.03 The Contractor will make all efforts not to mix vegetative with C&D debris. If a pile is determined significantly mixed, the contractor will notify the debris monitor and skip said pile until a decision is made on its proper management. ***White goods will be removed by the Operations Department or its designee.***
- 2.04 The contractor will be responsible for damages caused by the contractor to both private and public property.
- 2.05 Per FEMA Regional Guidance # R4-RR-PA-07-07-05-03, Use of Hand Loaded Trailers and Trucks will be reduced by 50% of the observed capacity at the debris disposal site or staging location. This guidance is enforced because of the low compaction rate achieved by hand loading.

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**PART II – SCOPE OF WORK**

**3.00 UNIT PRICE SCHEDULE**

The contract will be for payment on a unit price basis. Unit prices include all necessary, mobilization, insurance, overhead, profit and applicable taxes.

Unit price No. 1

Gather, load and haul C&D debris from roads, rights-of-way, and designated Public Property within the Town's incorporated limits to the Dow Road Staging Site, or alternative location with maximum one-way distance of 15 miles.

Unit of Measurement: Cubic Yard

Unit price No. 2

Gather, load and haul Vegetative debris (including containerized or bagged vegetative debris) from roads, rights-of-way, and designated Public Property within the Town's incorporated limits to the Dow Road Staging Site, or alternative location with maximum one-way distance of 15 miles.

Unit of Measurement: Cubic Yard

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**PART III – FORM OF PROPOSAL**

TO: Mr. Paul Parker, Director of Operations  
Town of Carolina Beach  
1121 North Lake Blvd.  
Carolina Beach, NC 28428

DATE: \_\_\_\_\_ FROM: \_\_\_\_\_  
(Bidder/Contractor)

PHONE: \_\_\_\_\_ ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

UNIT PRICE BID: The undersigned, having carefully examined the Instructions to Bidders, ***CAROLINA BEACH – VEGETATIVE AND C&D DEBRIS REMOVAL CONTRACT*** dated March 10, 2008 including the following addenda:

ADDENDUM # \_\_\_\_\_ DATED: \_\_\_\_\_

ADDENDUM # \_\_\_\_\_ DATED: \_\_\_\_\_

As well as the premises and conditions affecting the work, proposes to furnish all services, labor, materials and equipment called for to complete the completion of project in accordance with the contract documents for the following unit price amounts.

1) Unit Price No. 1 \$ \_\_\_\_\_/cubic yard

2) Unit Price No. 2 \$ \_\_\_\_\_/cubic yard

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
State of Incorporation

(Corporate Seal)

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**PART IV – STATEMENT OF ASSURANCES &**  
**COMPLIANCE**

The undersigned, as bidder certifies that the General Conditions and Instructions to Bidders found in the bidding document dated March 10, 2008 have been read and understood.

The bidder hereby provides assurance that the Firm represented and it's principals in this bid, as indicated below:

- 1.00 (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civil charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph 1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or Local) terminated for cause or default; and
- 1.01 Where the bidder is unable to certify to any of these statements in this certification, he or she shall attach an explanation to this application.
- 2.00 Will comply with all requirements, stipulations, terms and conditions as stated in the bid document:
- 3.00 Currently complies with all applicable State and Federal Laws:
- 4.00 Is not guilty of collusion with the vendors possibly interested in this bid or in determining prices to be submitted: and

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**PART IV – STATEMENT OF ASSURANCES &**  
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5.00 Such agent as indicated below is officially authorized to represent the firm in whose name this bid is submitted.

Name of Firm	Name of Firm Representative
	Title
Address of Firm	
Telephone Number	
Date	
State of Incorporation	(Corporate Seal)

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**PART V – EXECUTION OF AGREEMENT**

STATE OF NORTH CAROLINA

CONTRACT NO: \_\_\_\_\_

COUNTY OF NEW HANOVER

AGREEMENT BETWEEN  
THE TOWN OF CAROLINA BEACH, NORTH CAROLINA  
AND

\_\_\_\_\_.

THIS AGREEMENT, made this the \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the TOWN OF CAROLINA BEACH, NORTH CAROLINA (hereinafter called "TOWN"), a municipal Corporation located in New Hanover County, North Carolina; and \_\_\_\_\_ a corporation organized under the laws of the State of \_\_\_\_\_, (hereinafter called "CONTRACTOR").

IN WITNESS WHEREOF, the TOWN has caused this agreement to be duly executed in its name and behalf and the CONTRACTOR has caused this agreement to be duly executed in its name and behalf and its corporate seal to be hereunto affixed, and attested to.

TOWN OF CAROLINA BEACH, NORTH CAROLINA

BY: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney

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**PART V – EXECUTION OF AGREEMENT**

TOWN ACCOUNTANT'S CERTIFICATION

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Finance Officer

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, \_\_\_\_\_, a Notary Public of the State and County aforesaid, certify that Melinda N. Prusa, personally came before me this day and acknowledged that she is Town Clerk for the Town of Carolina Beach, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the Town of Carolina Beach, the foregoing instrument was signed in its name by its Mayor, Bill Clark, sealed with its corporate seal and attested by herself as its Clerk.

WITNESS my hand and notarial seal, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

(SEAL)

Name of Company: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_

BY:  
\_\_\_\_\_  
President, Vice President, Assistant  
Vice President

\_\_\_\_\_  
Secretary, Assistant Secretary,  
Trust Officer

(CORPORATE SEAL)

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**PART V – EXECUTION OF AGREEMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public, certify that the corporation's Secretary, Assist. Secretary or Trust Officer, Mr./Mrs./Ms. \_\_\_\_\_ personally came before me this day and acknowledged that he (she) is the \_\_\_\_\_ of \_\_\_\_\_, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, Vice President, or Assist. Vice President, Mr./Mrs./Ms. \_\_\_\_\_, sealed with its Corporate Seal, and attested by himself (herself) as its Secretary, Assist. Secretary or Trust Officer.

WITNESS my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

(SEAL)