MASTER AGREEMENT FOR TRUCKING/HAULING SERVICES

THIS MASTER AGREEMENT (Agreement) is made and entered into this <u>24th</u> day of August, 2021, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and each contractor (each hereinafter referred to as "CONTRACTOR" and collectively as the "CONTRACTORS") identified in Attachment A to this Agreement, which is attached hereto and incorporated by this reference. The COUNTY and each CONTRACTOR may be referred to as a "Party" or collectively as "Parties" to this Agreement.

WITNESSETH:

WHEREAS, on May 13, 2021, the COUNTY issued Request for Quotations (RFQ) No. 21-053 for trucking and hauling services. The COUNTY desired to award up to four (4) vendors under one Master Agreement to provide the services described therein.

WHEREAS, four (4) CONTRACTORS submitted responsive bids to the RFQ.

WHEREAS, the COUNTY desires to enter into an Agreement with each CONTRACTOR listed in Attachment A to provide for the COUNTY's need for trucking and hauling services as provided herein, and WHEREAS, the CONTRACTORS listed in Attachment A are qualified and willing to perform such trucking and hauling services.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. OBLIGATIONS OF THE CONTRACTOR

- A. CONTRACTORS hereby acknowledge their understanding and agree that their inclusion on Attachment A does not constitute or guarantee or promise that any CONTRACTOR shall provide any certain amount of work or services to the COUNTY under this Agreement. By executing a signature page, each CONTRACTOR becomes a signatory to this Agreement, and agrees that it is party to this Agreement with the COUNTY and is bound contractually by its terms.
- B. Each CONTRACTOR shall provide all labor, materials, equipment, etc., for trucking services on a twenty-four (24) hour advance notice.

- C. Chargeable/billable time will begin for each specific truck at the scheduled load time and point designated by the County representative (at the plant or, if in the field, upon arrival at the scheduled time). Chargeable/billable time period will end after each specific truck arrives at the starting point designated by the County representative for each specific haul day and hauler has obtained a signed acceptance/confirmation by an authorized County of Fresno representative (the Division Manager of the Roads and Maintenance Operations or his/her designee). Time units up to and including three (3) minutes shall be rounded down, and time units in excess of three (3) minutes shall be rounded up. Hours are to be billed and quoted in units of one-tenth (1/10) hour.
- D. Each CONTRACTOR shall adhere to all provisions, instructions, and conditions as identified in and pursuant to the terms and conditions listed in the County's Request for Quotation Number 21-053 ("RFQ"), a true and correct copy of which is attached hereto as Attachment C and incorporated herein by this reference, and in the corresponding Response to the RFQ submitted by each particular CONTRACTOR, true and correct copies of which (as to each of the respective CONTRACTORS) are attached hereto as Attachments D-1 through D- 4 and incorporated herein by this reference.
- E. Each CONTRACTOR shall obtain and have in its possession all required permits and licenses to perform the services to be provided under this Agreement and shall adhere to all applicable Federal, State, County, and City laws, codes, rules, regulations, and ordinances in its performance thereof.
- F. All permits and licenses shall be maintained in active and current status by each CONTRACTOR throughout the entire term of this Agreement. Each CONTRACTOR shall ensure that the CONTRACTOR's subcontractors shall have in their possession all required permits and licenses when performing any services pursuant to this Agreement. Permits and licenses of each subcontractor shall be active and current whenever the CONTRACTOR engages the services of the subcontractor and during the subcontractor's performance of any work pursuant to this Agreement.
- G. Each CONTRACTOR is solely and fully responsible for all costs and expenses incidental to the performance of the services by such CONTRACTOR, including all instrumentalities,

supplies, tools, equipment, staff, or materials necessary to perform the services specified in this Agreement.

- H. Each CONTRACTOR shall supply labor, materials, equipment, and any item necessary to perform the services specified in this Agreement with a high degree of proficiency and professionalism in relation to industry standards to the complete satisfaction of the COUNTY.
- I. Each CONTRACTOR is responsible of the cost to repair, replace, or correct any damage or destruction to property arising during CONTRACTOR's completion of services.
- J. CONTRACTORS will not work on or keep their equipment on the COUNTY property without the permission of the COUNTY.
- K. This Agreement is intended to create contractual rights and obligations only as between the COUNTY and each of the respective CONTRACTORS that are signatories and parties hereto. This Agreement creates no contractual rights or obligations as between any of the CONTRACTORS with respect to each other. No CONTRACTOR has any right to receive performance under this Agreement from, or to enforce any part of this Agreement against, any other CONTRACTOR.
- L. In accordance with Labor Code section 1770, et seq., the Director of the Department of Industrial Relations of the State of California has determined the general prevailing wages rates and employer payments for health and welfare pension, vacation, travel time and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done.

Information pertaining to applicable Prevailing Wage Rates may be found on the website for the State of California – Department of Industrial Relations: http://www.dir.ca.gov/oprl/PWD/index.htm.

Information pertaining to applicable prevailing wage rates for apprentices may be found on the website for the State of California – Department of Industrial Relations:

http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp.

It shall be mandatory upon CONTRACTOR and upon any subcontractor to pay not less than the prevailing wage rates, including overtime and holiday rates, to all workers, laborers, or mechanics employed on this public work project, including those workers employed as apprentices. Further, CONTRACTOR and each subcontractor shall comply with Labor Code sections 1777.5 and 1777.6

concerning the employment of apprentices. A copy of the above-mentioned prevailing wage rates shall be posted by CONTRACTOR at the job site where it will be available to any interested party.

COUNTY Two Hundred Dollars (\$200.00) for each calendar day or portions thereof, for each worker paid less than the prevailing wage rates for the work or craft in which the worker is employed for any work done under this project by CONTRACTOR or by any subcontractor under CONTRACTOR in violation of Labor Code section 1770, et seq. In addition to the penalty, the difference between the prevailing wage rates and amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONTRACTOR or subcontractor.

CONTRACTOR and subcontractor shall keep an accurate record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this public work project. In accordance with Labor Code section 1776, each payroll record shall be certified and verified by a written declaration under penalty of perjury stating that the information within the payroll record is true and correct and that CONTRACTOR or subcontractor has complied with the requirements of Labor Code sections 1771, 1811 and 1815 for any work performed by its employees on this public work project. These records shall be open at all reasonable hours to inspection by the COUNTY, its officers and agents, and to the representatives of the State of California – Department of Industrial Relations, including but not limited to the Division of Labor Standards Enforcement.

2. OBLIGATIONS OF THE COUNTY

COUNTY shall provide CONTRACTOR's a minimum of twenty-four (24) hours advance notice, either verbally or in writing, when requesting trucking services, unless otherwise agreed to by both parties under special circumstances.

3. TERM

The term of this Agreement shall be for a period of three (3) years, commencing on August 24, 2021 through and including August 23, 2024. This Agreement may be extended for two (2) additional

consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The Director of the Department of Public Works and Planning or his or her designee is authorized to execute such written approval on behalf of COUNTY, based on CONTRACTOR'S satisfactory performance.

4. <u>TERMINATION</u>

- A. <u>Non-Allocation of Funds</u> The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.
- B. <u>Breach of Contract</u> The COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in the determination of the COUNTY there is:
 - i. An illegal or improper use of funds;
 - ii. A failure to comply with any term of this Agreement;
 - iii. A substantially incorrect or incomplete report submitted to the COUNTY;
 - iv. Improperly performed service.

In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

C. Without Cause - Under circumstances other than those set forth above, this Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an intention to terminate to CONTRACTOR. In the event of such termination, CONTRACTOR shall be paid for satisfactory services or supplies provided up until the date of termination. The COUNTY's Division Manager of Road Maintenance & Operations, or their designee, is authorized to execute such letter of termination on behalf of the COUNTY. In the event that the COUNTY terminates this Agreement

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as to one or more CONTRACTOR(s), this Agreement shall stay in full force and effect as to the remaining CONTRACTORS. Termination of one or more CONTRACTORS from this Agreement shall not terminate the agreement as to the remaining CONTRACTORS. The COUNTY's Division Manager of Road Maintenance & Operations, or his/her designee, shall have the right to apply and implement this Section 4(C) on the COUNTY's behalf.

5. <u>COMPENSATION/INVOICING</u>:

The COUNTY shall provide compensation and payment to each CONTRACTOR only for work specifically authorized by the COUNTY. The COUNTY agrees to pay each CONTRACTOR and each CONTRACTOR agrees to receive compensation in accordance with each CONTRACTOR's respective rates as listed in the pricing schedule summary attached as Attachment B hereto and incorporated herein by this reference. CONTRACTOR shall not undertake any services without the advance written authorization of the COUNTY. If the COUNTY requests a service not specified in Attachment B, then the price for such service(s) will be negotiated between the COUNTY and the CONTRACTOR and shall be based on prices similar to those listed in Attachment B.

In no event shall the total cumulative amount of compensation paid to all of the CONTRACTORS collectively during the entire potential five-year Term of this Agreement exceed the sum of Seven Million Dollars (\$7,000,000).

Each CONTRACTOR shall submit invoices in accordance with the rates and charges agreed upon for the services provided to the COUNTY by each CONTRACTOR during the previous monthly billing period on the first day of the month. CONTRACTOR shall submit itemized invoices to the requesting COUNTY department. For the Road Maintenance and Operations Division and Landfill Operations Department, invoices must be submitted electronically to PWPBusinessOffice@fresnocountyca.gov. Each invoice shall reference this Agreement number, the responsible COUNTY department, the date and time of service, the cross streets for each site location serviced by CONTRACTOR within the same day, name of service technicians who provided the services, itemization of charges (parts and labor), contractors response time, clear description of truck vehicles provided, begin and end times, total billable hours, the Project Number (which shall be provided by the COUNTY), and provide any related backup material that describes the trucking/hauling services performed each day. The COUNTY will pay CONTRACTOR within

forty-five (45) days of receipt of an approved invoice.

6. <u>INDEPENDENT CONTRACTOR</u>: In performance of the work, duties and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.

Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

- 7. <u>MODIFICATION</u>: Any matters of this Agreement may be modified from time to time by the written consent of all the parties without, in any way, affecting the remainder.
- 8. <u>NON-ASSIGNMENT</u>: Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties under this Agreement without the prior written consent of the other party.
- 9. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all costs and expenses (including

1 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, 2 3 4

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or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees under this Agreement. The provisions of this Section 9 shall survive the termination of this Agreement.

10. <u>INSURANCE</u>

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies throughout the term of the Agreement:

Α. Commercial General Liability

Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.

C. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. CONTRACTOR agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Additional Requirements Relating to Insurance

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

Within thirty (30) days from the date CONTRACTOR executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, to the attention of Division Manager, Maintenance and Operations Division, 2220 Tulare St, 6th Floor, Fresno, CA 93721 or via email to rdmaint@co.fresno.ca.us, stating that such insurance coverages have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this

Agreement upon the occurrence of such event.

All policies shall be issued by admitted insurers licensed to do business in the State of California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

11. <u>AUDITS AND INSPECTIONS</u>: The CONTRACTOR shall at any time during business hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

12. <u>NOTICES</u>: The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY
COUNTY OF FRESNO
Division Manager,
Maintenance and Operations Division
2220 Tulare Street, 6th Floor
Fresno, CA 93721
rdmaint@co.fresno.ca.us

CONTRACTOR
See Attachment A for each

See Attachment A for each CONTRACTOR's contact person

All notices between the COUNTY and CONTRACTOR provided for or permitted under this

Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
personal service is effective upon service to the recipient. A notice delivered by first-class United States
mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is

completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

13. <u>GOVERNING LAW</u>: Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California. The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

14. <u>LEGAL AUTHORITY</u>

Each individual executing this Agreement on behalf of CONTRACTOR hereby covenants, warrants, and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such entity, e.g. (without limitation), corporation, limited liability company, limited partnership, partnership or sole proprietorship, in accordance with all applicable formalities and under California law; (ii) that this Agreement is binding on such entity; and (iii) that CONTRACTOR (as applicable) is a duly organized and legally existing corporation, limited liability company, limited partnership, partnership or sole proprietorship in good standing in the State of California.

15. <u>DISCLOSURE OF SELF-DEALING TRANSACTIONS</u>

This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit or non-profit corporation) or if during the term of the Agreement, the CONTRACTOR changes its status to operate as a corporation.

Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that they are a party to while CONTRACTOR is providing goods or performing services under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form, attached hereto as Attachment E and incorporated herein by this reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or

immediately thereafter. 16. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the CONTRACTORS and COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless expressly included in this Agreement. In the event of any inconsistency in interpreting the documents which constitute this Agreement, the inconsistency shall be resolved by giving precedence in the following order of priority: (1) the text of this Agreement (excluding COUNTY's RFQ No. 21-053 and the RFQ Responses thereto submitted by the CONTRACTORS), as supplemented by Attachments A and B hereto; (2) COUNTY's RFQ No. 21-053 (Attachment C hereto); and (3) each CONTRACTOR's respective RFQ Response to RFQ No. 21-053 (Attachments D-1 through D-4.

1	IN WITNESS WHEREOF, the	parties he	ereto have executed this Agreement as of the effective date.
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3	CONTRACTOR		COUNTY OF FRESNO
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5	See Additional Signature Pages Attached		Steve Brandau, Chairman of the Board of Supervisors of the County of Fresno
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13			ATTEST:
14			Bernice E. Seidel Clerk of the Board of Supervisors
15			County of Fresno, State of California
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18		Dy.	Deputy Curt
19			Dopa.,
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23	FOR ACCOUNTING USE ONLY:		
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25	OPG:4510: 9026		
26	Account: 7295		
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2	By executing this signature page, CONTRACTOR becomes a signatory to the Master Agreement
3	dated August 24, 2021 and agrees that it is a party to the Agreement with the COUNTY and is bound by its
4	terms.
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7	CONTRACTOR
8	C.B. Roadways, Inc.
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10	Authorized Signature
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12	Sonia Cheema, President
13	Printed Name and Title
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15	Authorized Signature
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18	Printed Name and Title
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1	By executing this signature page, CONTRACTOR becomes a signatory to the Master Agreement
2	dated August 24, 2021 and agrees that it is a party to the Agreement with the COUNTY and is bound by its
3	terms.
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6	CONTRACTOR
7	Clay Miranda Trucking, Inc.
8	The Munda
9	Authorized Signature
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11	Mike Micanda V-P CMT Printed Name and Title
12	Printed Name and Title
13	
14	Authorized Signature
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17	Printed Name and Title
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By executing this signature page, CONTRACTOR becomes a signatory to the Master Agreement dated August 24, 2021 and agrees that it is a party to the Agreement with the COUNTY and is bound by its terms. CONTRACTOR Terry Johnson Trucking, Inc. TERRY Johnson; PRESIDENT Printed Mame and Title Authorized Signature TUSTIN JOHNSON; VICE PRESIDENT Printed Name and Title

1	By executing this signature page, CONTRACTOR becomes a signatory to the Master Agreement
2	dated August 24, 2021 and agrees that it is a party to the Agreement with the COUNTY and is bound by its
3	terms.
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6	CONTRACTOR
7	Dragon Material Transport, Inc.
8	Dummer Gradford
10	Authorized Signature
11	Russes Bradful
12	Printed Name and Title
13	
14	Authorized Signature
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17	Printed Name and Title
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