

MUDDY CREEK TOWNSHIP

420 STANFORD ROAD

PROSPECT, PA 16052

724-368-3438

724-368-3432 (FAX)

MUDDYCREEKTOWNSHIP@ZOOMINTERNET.NET

SUPERVISORS:

DALE KERR
ERIC SAUNDERS
ROBERT J. JESTEADT

SECRETARY/TREASURER:

KELLY LIVERMORE

To: Prospective Bidder
From: Kelly Livermore, Secretary/Treasurer
Date: April 1, 2018
Re: Guiderail Bid

Notice is hereby given that the Muddy Creek Township Board of Supervisors will receive sealed bids for the purchase and installation of guiderails.

All bids will be in writing and delivered by hand, Fed Ex, or mail to

420 Stanford Road, Prospect, Pa 16052

All bids must be received by 1:00 AM, Prevailing Time, on Wednesday, April 18, 2018. Bids will be open and read aloud on April 18, 2018 at approximately 7:00 PM at the monthly meeting of the Board of Supervisors. Bids received after the time set for receiving bids will be rejected and returned unopened to the bidder. All interested parties are invited to attend.

Specifications and bid forms may be secured from the Muddy Creek Township website (www.muddycreektwp.com) or at the Muddy Creek Township Administrative Office at the above address.

Each bid shall be submitted on the bid form provided. Bids are to be sealed and plainly labeled – "BID –Guiderails."

Questions about the bid must be in writing and directed to Kelly Livermore and faced to 724-368-3432.

The Muddy Creek Township Board of Supervisors reserves the right to waive irregularities in bids, to reject any or all bids with or without cause, and to award the bid that it determines to be in the best interest of Muddy Creek Township.

VISIT US AT WWW.MUDDYCREEKTWP.COM



PROPOSAL AND CONTRACT
(WHEN EXECUTED)

THIS PROPOSAL INCLUDES
INSTRUCTIONS TO BIDDERS

A. DEPOSIT OF PROPOSALS.

All envelopes containing Bid proposals shall be clearly marked "Bid Proposal for letting of April 18, 2018 ." DATE

Muddy Creek Township 2nd Class
MUNICIPALITY (NAME & TYPE)

Kelly Livermore
SECRETARY

Sealed Proposals will be received on or before 1:00 PM on the above Letting Date. TIME

420 Stanford Road / Prospect, PA 16052

ADDRESS

Bids will be opened and read at approximately 7:00 PM , on the above Letting Date. TIME

PROPOSALS MUST BE MAILED OR OTHERWISE DELIVERED TO THE ABOVE ADDRESS.

- The contractor proposes to furnish and deliver all materials (including Form CS-4171, CERTIFICATE OF COMPLIANCE) and to do and perform all work on the following project as more specifically set forth in the Schedule of Prices (Attachment), in accordance with drawings and specifications on file at Muddy Creek Township as well as the supplements and special requirements contained herein and/ or attached hereto and current PennDOT Specifications (Publication 408), except (a) bidders need not be prequalified by PennDOT (Sec.102.01), and (b) Volumetric testing of bituminous paving materials is not required (Sec. 409).
- If designated as the successful bidder, the contractor will begin work on the date specified in the notice to proceed, or as otherwise provided in the special requirements, and will complete all work within see Attachment 1-A calendar days.
- Accompanying this proposal is a certified check or bid bond in the amount of 10% made payable to the municipality as a proposal guarantee which, it is understood, will be forfeited in case the contractor fails to comply with the requirements of the proposal.

B. PROPOSAL OF:

NAME / ADDRESS OF CONTRACTOR

CONTRACTORS CERTIFICATION

It is hereby certified as follows:

- The only person interested in the proposal as principal (s) is (are):

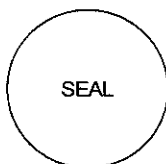
- None of the above persons are employees of the municipality.
- This proposal is made without collusion with any other person, firm or corporation.
- All plans and specifications referred to above and the site of the work have been examined by the contractor. The contractor understands that the quantities indicated herein are approximate and are subject to change as may be required; and that all work is payable on the basis of the unit price listed on the Schedule of Prices. (Attachment 1).

- 5 The contractor will comply with all requirements of the laws and implementing regulations of the Commonwealth of Pennsylvania and the United States relating to human relations, equal opportunity and non-discrimination in employment, and will pay to workmen employed in the performance of the contract the wages to which they may be entitled.
- 6 The contractor will provide the municipality with a performance bond, conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions thereof, and a payment bond, conditioned on the prompt payment of all material furnished and labor supplied or performed in the prosecution of the work, in accordance with the Public Works Contractors' Bond Law of 1967; and an affidavit accepting the provisions of the Workmen's Compensation Act of 1915, as amended.

CONTRACTOR

WITNESSED OR ATTESTED BY:

 TITLE: (SEAL)



 TITLE: (SEAL)

=====

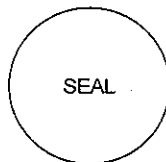
TO BE EXECUTED ONLY IN THE EVENT THE ABOVE PROPOSAL IS ACCEPTED

=====

ACCEPTED ON : _____
 DATE

 Muddy Creek Township
 MUNICIPALITY

ATTESTED BY: _____
 NAME



 NAME

 NAME

**SPECIAL PROVISIONS TO CONTRACT MS-944 (Attachment 1-A)
CONTAINS IMPORTANT INFORMATION FOR THE CONTRACTOR**

The Prime Contractor and subcontractors must comply with all of the following provisions that are marked with an "X".

- X Traffic Control and Safety Devices to be provided by the Contractor.
(PA. DEPART. Of TRANS. Publication 203, WORK ZONE TRAFFIC CONTROL, CURRENT EDITION.)
- X Delivery tickets for all materials.
- X CS-4171 Certificate of Compliance and/ or TR-465 Daily Bituminous Mixture Certification required for all materials.
- X Notify the Municipality five working days prior to start of project.
- X Work to be completed on or before 8/24/2018 . After 8/24/2018 Liquidated damages apply at the rate of \$ 825.00 per calendar day.
- X Roadway to be power broomed by (contractor municipality)prior to start of project.
- X Excess material to be removed by (contractor municipality .)
- X Municipality to inspect project.
Need Bill of Lading for each shipment of bituminous material per Section 702.1(c) of Specifications 408.
Tack Coat required per Section 460, or 409 for superpave, of Specifications 408 and is incidental to paving item unless noted otherwise.
Prime Coat required per Section 461 of Specifications 408.
Bituminous Seal on all abutting pavement and curbs required.
Saw cut or Milled Paving Notch required and incidental to paving item unless noted otherwise.
Scratch/ Leveling Courses to be placed at the discretion of appointed inspector(s).
Full width pavement with one pass required.
- X Municipality reserves the right to limit work completed.
Taper pavement the last 3 feet to curb.
For FOB Source bids, hauling distance will determine selection of bid award.
Municipality reserves the right to procure material which best suits their requirements after all bids and items are reviewed.
- X Completion of NON-COLLUSION AFFIDAVIT required.
- X Incidental Preparation and clean up required. (Project Construction Materials)
- X All bidders shall comply with all requirements of Act 127 of 2012, Public Works Employment Verification Act, prior to award of contract.
Provide design, which meets Specifications Form 408 to the municipality 5 days prior to start of work.
- X Contractor responsible for defects that occur within one year of applications.
Contractor required to review proposed project with Municipality's Representative prior to bidding.
Oil Samples required from each distributor truck by contractor (1) one quart : A.M. & P.M. and witnessed by municipality and retained by municipality.(Oil samples must be placed in an approved type container that is compatible with oil sample.)
At least three random stone samples to be taken by contractor on project site witnessed by municipality and retained by municipality.
Complete all testing in accordance with Specification Form 408 Section 409 except for superpave volumetric testing.
Notice to Proceed will be the date of Contract acceptance.
- X Final Completion Certificate & Notice of Completion required.
- X Future award of Contract will be based on quality of work as determined by the municipality.
Contractor, notify all residents of pending work to be performed.

My signature signifies that I have read and understand the above special provisions to this contract, and by being authorized by this company to act as their authorized representative, and on their behalf hereby agree to adhere to any and all of the provisions pertaining to this contract.

Contractor's Representative _____ Date _____

Company

Municipality's Representative _____ Date _____

Muddy Creek Township
Municipality

PROPOSAL AND CONTRACT INSTRUCTIONS- FORM 944

- 1 The proposal must be typewritten or printed.
- 2 If more than one proposal on any project is submitted by an individual, firm or partnership, corporation or association under the same or different names, only one proposal, the lowest, will be considered.
- 3 Description of work -
 - A. If additional space is needed, insert appropriately numbered attachment and note "Continued on attached work sheets"
- 4 Part A of Page 1 to be completed by municipality. Part B of Page 1 to be completed by contractor. Schedule of Prices - Column #1 (Item), #2 (Approximate Quantities), #3 (Unit, i.e., ton, square yard, linear foot, etc.) and #4 (Description, i.e., bituminous materials - 9.5 mm S & L, 12.5 mm Wearing, 25.0 mm Base Course, etc.) must be filled in by the municipality to insure equitable bidding. Columns #5 (Unit Price), #6 (Total) and total amount of bid, must be filled in by the contractor. If more space is needed, add note at bottom of the page, "Continued on Attachment No. 1-A"; and add additional sheet designated as Attachment No. 1-A, 1-B, etc. Repeat for each additional sheet required. As required by Publication 408 (current edition), Section 102.06(e), each bidder must submit a completed Form D-7126, Anti-Collusion Affidavit (included in this Form MS-944), with its bid proposal.
- 5 If liquidated damages are to be assessed, add the following sentence to Part A #2: "If all work is not completed on time, liquidated damages will be assessed at the rate of \$250.00 per additional working day." (OR "... as set forth in the attached schedule").
- 6 Only the successful bidder is obligated to provide payment and performance bonds. These bonds shall conform to the requirements of the relevant municipal code or charter and the Public Works Contractors' Bond Law of 1967, Act of December 20, 1967, P.L. 869, No.385, 8 P.S. §§ 191—202. Bond forms are included in this Form MS-944 as Attachments 2 (performance bond) and 3 (payment bond). The successful bidder must submit the bonds and Workman's Compensation Act Affidavit, Attachment 4, within 20 days of the contract award. Failure to submit the bonds shall constitute grounds to cancel the contract.
- 7 If the estimated cost of a contract for "public works," as this term is defined in the Pennsylvania Prevailing Wage Act, Act of August 15, 1961, P.L. 987, No. 442, as amended, 43 P.S. §§ 165-1—165-17, exceeds \$100,000.00 and the contract is paid for in whole or part out of the funds of the municipality, the municipality shall take the following actions: (1) Determine the prevailing minimum wage rates from the Department of Labor and Industry, Bureau of Labor Law Compliance. (2) Indicate in the advertisement issued for the purpose of securing bids for the contract that prevailing wage rates shall be paid on the project. (3) Specify the prevailing minimum wage rates in the bid proposals for the contract.

On projects financed partly with federal funds, if the project cost exceeds \$2,000.00 and 25% or more of the funding comes from federal funds, the Davis-Bacon Act, 40 U.S.C. §§ 3141—3145, applies. Here again, it is the responsibility of the municipality to obtain the Davis-Bacon wage rates from the United States Department of Labor, Wage and Hour Division, which has offices in Philadelphia, Pittsburgh and Wilkes-Barre; include them in the proposal; and note the fact in the advertisement. If both acts are applicable, the Davis-Bacon Act preempts the Pennsylvania Prevailing Wage Act and applies to the entire project, not just the federally-funded components.
- 8 An ESCALATOR CLAUSE is optional; if used, it must be included in the proposal prepared by the municipality. An escalator clause may not be inserted by the contractor.

PERFORMANCE BOND (With Corporate Surety)



KNOW ALL MEN BY THESE PRESENTS, That we,

(NAME AND ADDRESS OF CONTRACTOR)

as Principal and _____
(SURETY COMPANY)

a corporation incorporated under the laws of the State of _____ as Surety
(NAME OF STATE)

are held and firmly bound unto _____ in the full and just sum of
(NAME OF MUNICIPALITY) (\$ _____) dollars

lawful money to the United States of America, to be paid to the above Municipality or its assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with the above Municipality, bearing even date herewith, for the undertaking of certain obligations as therein set forth.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden Principal, as Contractor, shall in all respects comply with and faithfully perform the terms and conditions of said Contract, including the Specifications and conditions referred to and made a part thereof, and such alterations as may be made in said Specifications as therein provided, and shall well and truly, and in a manner satisfactory to the municipality fulfill all obligations as therein set forth, then this Obligation shall be void, but otherwise the same shall be and remain in full force, virtue and effect.

It is further provided that any alteration which may be made in the terms of the contractor or its specifications with the express approval of the Municipality or the Principal to the other, shall not in any way release the Principal and the Surety or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the surety of any such alteration or forbearance being hereby waived.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this Bond under Seal, pursuant to due and legal action authorizing the same to be done on _____
(DATE OF BOND)



Attest / Witness:

CONTRACTOR

BY

TITLE:

TITLE:



Attest / Witness:

SURETY COMPANY

TITLE:

TITLE:



KNOW ALL MEN BY THESE PRESENTS, that we

[Redacted box]

as PRINCIPAL and a corporation incorporated under the laws of the State of _____ as SURETY, are held and firmly bond unto the _____, in the full and just sum of _____ (\$ _____) dollars, lawful money of the United States of America, to be paid to the said _____ or its assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with the above municipality hereinafter called Obligee, bearing even date herewith, for the improvement of a certain section of highway or bridge in said Municipality consisting of:

for approximately the sum of: _____ (\$ _____) dollars.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden PRINCIPAL shall and will promptly pay or cause to be paid in full all sums of money which may be due by contract or otherwise, to any individual, firm, partnership, association or corporation, for all material furnished or labor supplied or performed in the prosecution of the work, whether or not the said for material or labor entered into and became component parts of the work and for rental of the equipment used and services rendered by public utilities in, or in connection with the prosecution of such work, then this obligation to be void, otherwise to remain in full force and effect.

The PRINCIPAL and SURETY, hereby, jointly and severally, agree with the Obligee herein that any individual firm, partnership, association or corporation, which has performed labor or furnished material in the prosecution of the work as provided, and any public utility which has not been paid in full therefor, may sue in assumpsit on this Payment Bond in his, their, or its own name and may prosecute the same to final for such sum or sums as may be justly due him, them or it, and have execution thereon. Provided, however, that the Obligee shall not be liable for the payment of any costs of expenses of such suit.

RECOVERY by any individual, firm, partnership, association or corporation hereunder shall be subject to the provisions of the "Public Works Contractors' Bond Law of 1967", Act No. 385, approved December 20, 1967, P.L. 869, which Act shall be incorporated herein and made a part hereof, as fully and completely as though its provisions were fully and at length herein recited.

It is further provided that any alterations which may be made in the terms of the contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the Obligee of any extension of time for the performance of the contract or any other forbearance on the part of either the Obligee or the Principal to the other, shall not in any way release the PRINCIPAL and the SURETY or SURETIES of any such alteration, extension of forbearance being hereby waived.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have duly executed this Bond under seal this _____ day of _____, 20 ____.



WITNESS:

CONTRACTOR

TITLE:

BY:

TITLE:



WITNESS:

SURETY COMPANY

TITLE:

TITLE:



AFFIDAVIT RE

ACCEPTING PROVISIONS OF THE WORKMEN'S COMPENSATION ACT

State of _____)
)
) ss:
)
County of _____)
)

being duly sworn according to law deposes and says that they ^{he has} have
it has

accepted the provisions of the Workmen's Compensation Act of 1915 of the Commonwealth of Pennsylvania, with

has his
its supplements and amendments, and have insured their liability thereunder in accordance with the terms of said
its

Act with _____
(SURETY COMPANY)

(TYPE OR PRINT) CONTRACTOR

BY _____
SIGNATURE

Sworn to and subscribed before me this ____ day of _____ A.D. 20 ____ .

SIGNATURE

My Commission Expires _____ (DATE)

ANTI-COLLUSION AFFIDAVIT



County _____

Municipality _____

Project Number _____

Fed. Project No. _____

(If Applicable)

State of _____

County of _____

The undersigned deponent deposes and says that he is the _____

of the _____ Company; that he is authorized to make this affidavit on behalf of said company in compliance with section 102.06 (e) of Department Specifications, Publication 408, as amended and that the said company has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

(Contractor)

BY

Sworn to and subscribed before me the undersigned notary public this

_____ day of _____, _____.

Notary Public

My Commission expires _____



COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date _____

Business or Organization Name (Employer) _____

Address _____

City _____ State _____ Zip Code _____

Contractor Subcontractor (check one)

Contracting Public Body _____

Contract/Project No _____

Project Description _____

Project Location _____

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, _____, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

Authorized Representative Signature



_____ MUNICIPALITY

NOTICE OF COMPLETION

IN REFERENCE TO PROJECT # _____

Name of Contractor _____

Performance of work as specified on the above numbered contract is completed and final pavement inspection has been made by the contractor and municipality in accordance with the terms of the contract awarded.

DATE OF AWARD _____

Signature of Municipality

Signature of Contractor

Both copies of this form to be filled by the Contractor-Municipality on completion of final pavement restoration.

THIS PORTION TO BE COMPLETED BY MUNICIPALITY

FINAL COMPLETION CERTIFICATE

By the affixing of my signature I hereby certify that final inspection has been made and all work has been performed in accordance with the above contract # and is hereby accepted by the municipality as completed.

Authorized Agent for the Municipality

*DATE _____

*** The contractor is responsible for maintenance of permanent pavement repairs for a period of one year from this date.**



CERTIFICATE OF COMPLIANCE

1. ♦COUNTY: _____ ♦LR/SR: _____ ♦SEC/SEG: _____ ♦ECMS#: _____
(♦ - To be completed by the party that will ship the material to the project, otherwise leave blank.)

2. I / WE hereby certify that the material listed on line 5 was:

- Manufactured
- Fabricated
- Coated
- Precasted
- Produced

By _____
(Name of Manufacturer, Fabricator, Coater, Precaster or Producer) (Supplier Code)

3. and the party listed above certifies that the material(s) on line 5 meets the requirements of
Publication 408, Section(s) _____
AASHTO, ASTM, Federal or other designation _____

4. The material listed below is being shipped to: _____
(Company Name)

5. LOT NO.	QUANTITY	APPROVED MATERIAL AS LISTED IN BULLETIN # 14 or 15 BULLETIN # 41 or 42 PRODUCERS, LIST HMA / PCC JMF.

6. **CHECK HERE IF YOUR PRODUCT CONTAINS IRON OR STEEL** I / WE certify that we received a copy of the Mill Certification Form(s) from the manufacturer(s) of any steel or iron materials contained in our product and all manufacturing processes including coatings application (e.g., epoxy, galvanizing, or painting) have occurred in the United States and we are maintaining copy(s) in our files in accordance with Section 106.03(b)3. Note: While coating materials themselves are not covered by Buy America, the application of these materials on steel or iron must occur in the United States.

7. **VENDOR CLASSIFICATION (CHECK ONE BLOCK ONLY) -**

<input type="checkbox"/> #1 Manufacturer, Fabricator, Coater, Precaster Listed in Bulletin # 15, or Producer Listed in Bulletin # 14, 41 or 42 <i>I certify that the above statements are true and to the best of my knowledge, fairly and accurately describe the product(s) listed.</i>	<input type="checkbox"/> #2 Distributor, Supplier or *Private Label Company Not Listed in Bulletin # 15. Also, complete line 9 <i>I certify that the material being supplied is one and the same as provided to us by the manufacturer listed on this document and quantities listed above are accurate.</i>
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8. **NAME (print) :** _____ **TITLE:** _____
COMPANY NAME : _____
SIGNATURE : _____ **DATE:** _____
By Responsible Company Official (QC Staff only if you checked block #1 on line 7)

9. List company that sold you the material(s) documented above: _____
(Complete if you checked Block # 2 on line # 7, otherwise leave blank.) (Company Name)

After completing the Certificate of Compliance form CS-4171, maintain the original at your company's location. A copy of the Certificate of Compliance form must accompany your material shipment to its next destination. Also, if you receive material shipments from other companies related to PennDOT projects, the accompanying Certificate of Compliance forms must be kept on file at your location. These files must be available for inspection and verification by a Department Representative for a period of not less than THREE years from the date of the last shipment.

*Private Label Companies must identify the true manufacturer (Line 2) and the approved material (Line 5) as listed in Bulletin # 15.



CERTIFICATE OF COMPLIANCE FOR DAILY BITUMINOUS MIXTURES

Plant: _____

Location: _____

Plant Code: _____

Job Mix Formula (Year-Number): _____ Material Class: _____

ESALS: _____ SRL: _____ PG Grade: _____

Publication 408, Section: _____

Consigned to:

PennDOT Maintenance: _____ County: _____ P.O. No. _____

Contractor: _____ S.R.: _____ Section: _____

Group / P.O.C. No.: _____ ECMS No.: _____

Municipality: _____ County: _____

Wearing Course: _____ Binder Course: _____ Base Course: _____

Tons Shipped: _____ Daily AASHTO T209 Density: _____

Test Results	%AC	Pass #8	Pass #200	Air Voids		VMA	
				Specimen #1	Specimen #2	Specimen #1	Specimen #2
Daily No. 1							
Daily No. 2							
Daily No. 3							
Daily Avg.							
Running Avg. of 5							

Please select the Payment Factor percentage below, based on Pub 408 Sec. 409.4(a) Table H:

- 100% Payment Factor:** The material as listed above shipped on this date conforms fully with the specification requirements of the Pennsylvania Department of Transportation. Our records, attesting to this statement, are open for inspection by a Department Representative for not less than THREE years from the date of shipment.

- 85% Payment Factor:** The material as listed above shipped on this date does not conform to the certification tolerances for 100% pay as listed in Pub 408 Sec. 409.2(e) Table A. A reduced pay factor has been applied and QC test results are being forwarded to the Inspector-in-Charge. Our records attesting to this statement are open for inspection by a Department Representative for not less than THREE years from the date of shipment.

- Defective Pavement:** The material as listed above shipped on this date does not conform to the certification tolerances for 100% pay as listed in Pub 408 Sec. 409.2(e) Table A. QC test results are being forwarded to the Inspector-in-Charge which indicate material must be removed and replaced or accepted at 50% CUP with District Executive approval in writing. Our records attesting to this statement are open for inspection by a Department Representative for not less than THREE years from the date of shipment.

MS-981 (7-09)
First Edition



ATTACH
NEWSPAPER
CLIPPING
HERE
AND RETURN TO

County: _____ Bids Open: _____

Municipality: _____ Date: _____

Project Advertised Newspaper

1 st Date _____ Daily
2nd Date _____ Weekly

____ One Bidder Only

BIDDER	ADDRESS	AMOUNT
CONTRACT AWARDED TO:		

Remarks:

DATE : _____

Resolution: The Officials of _____ by majority action have accepted the Low bid and awarded the contract as indicated above.

Chairman-President of Council-Mayor

Supervisor-Other Official

Supervisor- Other Official

Secretary-Seal