

## **RESOLUTION R-15-65**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH WATERS EDGE AQUATIC DESIGN IN THE AMOUNT OF 8% OF THE TOTAL CONSTRUCTION COST NOT TO EXCEED \$46,000.00 FOR THE DESIGN AND IMPLEMENTATION OF THE MUNICIPAL POOL MECHANICAL ROOM RENOVATION.**

**WHEREAS**, the accomplishment of the work and services described in this Agreement is necessary and essential to develop construction documents, bid services and administer construction of the municipal pool mechanical room renovation; and

**WHEREAS**, the City desires to engage the Architect to render professional Architecture services for the project described in this Agreement, and the Architect is willing to perform such services.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI AS FOLLOWS:**

**THAT**, the City Manager of the City of Gladstone, Missouri, is hereby authorized to enter into a contract with Waters Edge Aquatic Design for work outlined in the renovation of the municipal pool mechanical room contract for a total amount of 8% of the total construction cost, not to exceed \$46,000.00.

**FURTHER**, funds for such purpose are authorized from the Community Center and Parks Tax Fund.

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 28<sup>TH</sup> DAY OF SEPTEMBER 2015.**



\_\_\_\_\_  
Mayor Bill Garnos

ATTEST:



\_\_\_\_\_  
Ruth E. Bocchino, City Clerk

# Memo

**To:** Kirk L. Davis, City Manager  
**From:** Justin Merkey, Director of Parks and Recreation *Jm*  
**Date:** 9/23/2015  
**Re:** Outdoor Pool Renovation Selection Committee Recommendation

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A Request for Qualifications seeking qualified firms with experience in the renovation design of mechanical operations of commercial aquatics facilities was advertised. Two firms responded (Waters Edge Aquatic Design and Mid-America Pool Renovation, Inc.) and both were selected to be interviewed.

An abbreviated scope of services is listed below:

1. Pressure sand filters to the north side of the existing filter room enclosed by addition to the filter room to match existing structure.
2. New recirculation pump, strainer, piping and control valves
3. Repurpose the existing pump pit to a surge pit
4. New electrical room and controls
5. New float valve and main drain piping
6. New manhole for backwash storage
7. New grating in filter room as needed

After the process of scoring and interviewing, the committee is recommending Water's Edge Aquatic Design as the firm to develop design specifications and bid documents for the renovation of the outdoor pool's mechanical room.

I would like to thank the following for serving on the selection committee: Steve Wescot, Water Treatment Plant Supervisor; Glen Whitten, Contract Administrator; Marshall McKinney, Aquatics Supervisor; and Austin Greer, Graduate Assistant.

If you would like to review Waters Edge Aquatic Design's qualifications or discuss the committee's selection process, please let me know.

## PROFESSIONAL ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 19<sup>th</sup> day of October, 2015, by and between the City of Gladstone, a Missouri municipal corporation, hereinafter referred to as the "City" and "Waters Edge Aquatic Design" a Kansas Limited Liability Company, hereinafter referred to as the "Engineer".

### *WITNESSETH:*

WHEREAS, the accomplishment of the work and services described in this Agreement is necessary and essential to complete the renovation of the outdoor pool mechanical room; and

WHEREAS, the City desires to engage the Engineer to render professional Engineering services for the project described in this Agreement, and the Engineer is willing to perform such services.

NOW, THEREFORE, in consideration of the premises and covenants hereinafter contained, the parties hereto hereby agree as follows:

### ARTICLE I

#### DESCRIPTION OF PROJECT

The Gladstone Municipal Outdoor Pool Renovation Project will include the following:

- Demolition of the current vacuum DE filter system, recirculation pump, chemical system, electrical controls and related items.
- Design of a new filter system, recirculation pump, related valves and piping for a new treatment system for the pool.
- Additional improvements will include an outdoor area for the filters, a surge tank area in the filter room, a new electrical room, and a chemical area.
- The electrical room will isolate the electrical controls from the humid surge tank and the stored chemicals.
- The new filters will be located on a new concrete slab to the north of the filter room. A suitable enclosure will surround the filters. Alternate bids including full enclosure of the filters with finishes that match the current bath house structure.

The Engineer's scope for providing design services by the engineer includes the following:

- Engineering services for planning and designing the above work.
- Hydraulic design for sizing piping and the pump.
- Aquatic design for sizing the filters and the chemical system.
- Structural design for the concrete work in the filter room and the filter slab.
- Electrical design for the equipment controls and power needs.
- Coordination with the intended chemical supplier for delivery and storage of the pool chemicals.

- Bid construction drawings using AutoCAD software.
- Bid specifications using CSI software.

The Engineer's scope for assisting with bidding services is as follows:

- Assist the City with preparing bid documents.
- Notify plan rooms.
- Provide digital copies of the drawings and specifications to potential bidders.
- Answer questions during the advertising time period.
- Prepare bid addendums as needed.
- Attend a pre-bid conference if needed.
- Assist the City with review of submitted bids.

The Engineer's scope for construction administration services is as follows:

- Attend a pre-construction conference.
- Process shop drawings.
- Answer contractor's questions.
- Review submitted alternative items.
- Provide site visits as needed to review the construction progress.
- Process pay requests from the contractor.
- Serve as the City's advisor throughout the project.

## **ARTICLE II**

### **ENGINEER'S SCOPE OF SERVICES**

1. The Engineer shall perform professional Engineering services relevant to the Project in accordance with the terms and conditions set forth herein.
2. The Engineer hereby agrees that, immediately upon execution of this Agreement and upon receipt of a "Notice to Proceed" from the City, it will enter upon the duties herein prescribed, proceed with the work continuously, and make the various construction submittals and oversight of construction beginning by date of this contract. The City is not liable and will not pay the Engineer for any services rendered before the Engineer receives written authorization.
3. If any delay is caused to the Engineer by order of the City to change the design or plans; or by failure of the City to designate easements, right-of-way, or to supply or cause to be supplied any data not otherwise available to the Engineer which is required in performing the work described; or by other delays due to causes entirely beyond the control of the Engineer; then, in that event, the time schedules will be adjusted equitably, in writing, as mutually agreed between the City and the Engineer at the time a cause for delay occurs.
4. Since the work of the Engineer must be coordinated with the activities of the City (including firms employed by and governmental agencies and subdivisions working with the City), the Engineer shall advise the City in advance, of all meetings, and conferences between the Engineer and any governmental agency, political subdivision, or third party which is necessary to the performance of the work of the Engineer.

5. The project goal is for construction completion for a Memorial Day, 2016 pool opening. To assist the City with this goal, we will complete our design work to allow bids to be received before the end of 2015."

### **ARTICLE III**

#### **CHANGES IN SCOPE**

If changes occur either in the Engineer's Scope of Services or the Description of the Project, a supplemental agreement for additional services may be negotiated at the request of either party.

### **ARTICLE IV**

#### **ENGINEER'S FEE**

##### **1. Basic Fee.**

- a) As compensation for Basic Services as described in Article I of this Agreement, and for services required in the fulfillment of the terms and conditions of this Agreement, the Engineer shall be paid a "Basic Fee", which shall constitute full and complete payment for said services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement. The Basic Fee for services shall be based upon time and materials expended on the project and shall not exceed the total contract amount. The contracted amount shall be 8% of construction cost not to exceed \$46,000.
- b) **Payment Schedule for Compensation.** The compensation for work shall be paid in monthly installments based upon time and materials expended by the Engineer. The Engineer shall provide City with a monthly invoice. The invoice shall summarize, by phase, hours worked, standard billing rates, and a summary of expenses incurred over the billing period. The City shall pay invoices within thirty (30) days of receipt of such invoice.

2. **Payment for Additional Services** - The City and Engineer shall negotiate a written supplemental agreement with the Engineer for additional services should the need arise for work beyond the agreed upon scope of services.

### **ARTICLE V**

#### **OWNERSHIP OF PLANS AND DOCUMENTS: RECORDS**

1. The City shall be furnished, at no additional cost, 5 copies of the final construction documents, submittals, and drawings. The Engineer shall also deliver these in electronic format.
2. The City shall make copies, for the use of the Engineer, of all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Engineer pursuant to this Agreement, and also make available any other maps, records, or other materials available to the City from any other public agency or body. The Engineer shall have no liability for defects in the services attributable to the Engineer's reliance upon or use of data, design criteria, as-built drawings, or other information furnished by the City or third parties retained by the City.
3. The Engineer shall furnish to the City, copies of all maps, and records, which were developed in the course of work for the City and for which compensation has been received by the Engineer.

## **ARTICLE VI**

### **TERMINATION**

1. This Agreement may be terminated by either party upon fifteen (15) days prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party and the failure by the breaching party to cure or commence proceedings in good faith to remedy such breach within fifteen (15) days after receipt of such written notice. The City's reuse of the Instruments of Service without written verification or adaptation by Engineer for the specific purpose intended will be at City's risk.
2. This Agreement may be terminated by the City for its convenience upon fifteen (15) days prior written notice to the Engineer.
3. In the event of termination, as provided in this Article, the Engineer shall be paid as compensation in full for services performed to the date of such termination, an amount calculated in accordance with Article IV of this Agreement. Such amount shall be paid by the City upon the Engineer's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Engineer in performing the services included in this Agreement, whether completed or in progress.

## **ARTICLE VII**

### **ASSIGNMENT**

This Agreement shall not be assignable except at the written consent of the parties hereto, and if so assigned, shall extend to and be binding upon the successors and assigns of the parties hereto., except that it may be assigned without such consent to the successor of either party, or to a related entity, an affiliate or wholly owned subsidiary of either party, but such assignment shall not relieve the assigned party of any of its obligations under this Agreement.

## **ARTICLE VIII**

### **DISCLOSURE**

The Engineer hereby affirms that it has not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person or any of the person's immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of consultants to provide professional design services to the City within the two years preceding the execution of this Agreement.

## **ARTICLE IX**

### **INDEMNITY**

The Engineer agrees to indemnify, and hold harmless the City of Gladstone, Missouri and its officers, agents, and employees from and against all suits, actions, attorney fees, costs, expenses or claims of any character brought because of any injury or damage received or sustained by any person, persons, or property to the extent caused by any negligent act, error, or omission of the Engineer or its agents or employees. The Engineer is not required hereunder to defend the City of Gladstone, its officers, agents or employees, or any of them from assertions that they were negligent, or indemnify and save them harmless from liability based on the City, its officers, agents or employees' negligence. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

## **ARTICLE X**

### **INSURANCE**

The Engineer agrees to procure and maintain at its expense until final payment by the City for services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of Missouri, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the work, the Engineer shall furnish to the City a certificate or certificates in form satisfactory to the City, showing that it has complied with this paragraph. The City of Gladstone shall be listed as an additional insured on the policy. All certificates shall provide that the policy shall not be changed or canceled until at least ten (10) days prior written notice shall have been given to the City. Kinds and amounts of insurance required are as follows:

**Workmen's Compensation Insurance.** Workmen's Compensation Insurance for its employees in accordance with the provisions of the Workmen's Compensation Act of the State of Missouri.

**Liability Insurance.** Professional Liability insurance in an amount not less than \$2,000,000 Combined Single Limit and Automobile Liability insurance in an amount not less than \$1,000,000 Combined Single Limit with hired car and non-owned vehicle coverage or a separate policy carrying similar limits, and an amount of not less than \$1,000,000 for Property Damage to protect the Consultant and its agents from claims which may arise from services rendered under this Agreement, whether such services are rendered by the Consultant or by any of its agents or by anyone employed by either.

## **ARTICLE XI**

### **DISCRIMINATION PROHIBITED**

In performing the services required hereunder, the Engineer shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical handicap.

## **ARTICLE XII**

### **STANDARD OF CARE**

Engineer will perform the Services in accordance with the standards of care and diligence normally practiced by recognized Engineering firms in performing services of a similar nature in existence at the time of performance of the Services. If, during the one year period following completion of the Services under a particular Request for Service, it is shown there as an error in the Services provided under such Request for Services caused solely by the Engineer's failure to meet such standards and the City has notified the Engineer in writing of any such error within that period, the Engineer shall re-perform, at no additional cost to the City, such Services within the original scope of Services as may be necessary to remedy such error.

## **ARTICLE XIII**

### **PRE-EXISTING CONDITIONS**

Anything herein to the contrary notwithstanding, title to, ownership of, and legal responsibility and liability for any and all pre-existing contamination shall not be assumed by the Engineer. "Pre-existing contamination" is any hazardous or toxic substance, material, or condition present at the site or sites concerned which was not brought onto such site or sites by the Engineer for the exclusive benefit of the Engineer to the extent the City is responsible for such contamination.

## **ARTICLE XIV**

### **FORCE MAJEURE**

Engineer shall not be in default under this Agreement for delays in performance caused by circumstances beyond its reasonable control. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; lockouts, work slowdowns, and other labor disturbances; riots; sabotage; judicial restraint; and, inability to procure permits, licenses or authorizations from governmental agencies for any of the supplies, materials, access or services required to be provided under this Agreement.

Should such circumstances occur, the Engineer shall give the City written notice of such event within a reasonable time and the parties shall mutually agree on a reasonable extension of the project schedule and adjustment to the Engineer's compensation.



## ARTICLE XV

### MEANS AND METHODS

ENGINEER shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, for failure of the Company to comply with the drawings and specifications, or for safety precautions or programs in connection with the construction work.

## ARTICLE XVI

### ADMINISTRATION OF AGREEMENT

The City Manager, or his authorized representative, shall administer this Agreement for the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

City of Gladstone, Missouri

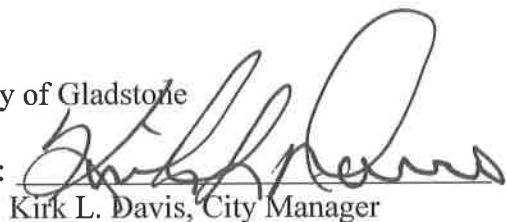
Engineer: David Schwartz  
By: David Schwartz  
Title: Principal

Attest:



City of Gladstone

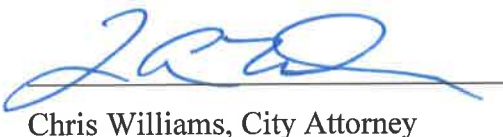
By:

  
Kirk L. Davis, City Manager

Attest:

Ruth Bocchino 11/5/15  
Ruth Bocchino, City Clerk

Reviewed by the legal department:

  
Chris Williams, City Attorney

R-1565

Client#: 240

WATEDGPC

ACORD™

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/16/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Holmes Murphy-Kansas 6300 W. 143rd Street Suite 200 PC/Prof. Liability-Kansas City Overland Park, KS 66223		<b>CONTACT NAME:</b> Monica Wilks <b>PHONE (A/C, No, Ext):</b> 913 660-1220 <b>FAX (A/C, No):</b> 866 501-3940 <b>E-MAIL ADDRESS:</b> mwilks@holmesmurphy.com																						
<b>INSURED</b> Waters Edge Aquatic Design 11205 W. 79th Street Lenexa, KS 66214-1493		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Travelers Indemnity Co of CT</td><td></td></tr><tr><td>INSURER B:</td><td>Travelers Indemnity Company</td><td>25658</td></tr><tr><td>INSURER C:</td><td>XL Specialty Insurance</td><td>37885</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Travelers Indemnity Co of CT		INSURER B:	Travelers Indemnity Company	25658	INSURER C:	XL Specialty Insurance	37885	INSURER D:			INSURER E:			INSURER F:		
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## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		6801779L323	05/18/2015	05/18/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA3041L293	05/18/2015	05/18/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		CUP2D250377	05/18/2015	05/18/2016	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	UB3157T22A	07/12/2015	07/12/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
C	Professional Liability		DPR9723663	05/18/2015	05/18/2016	\$1,000,000 per claim \$2,000,000 annl aggr

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

City of Gladstone, ~~Shawnee~~  
7010 N. Holmes  
Kansas City, MO 64188

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Karen Boyer*

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**CITY OF GLADSTONE, MISSOURI  
WORK AUTHORIZATION AFFIDAVIT  
PURSUANT TO 285.530, RSMo  
(FOR ALL CONTRACTS IN EXCESS OF \$5,000.00)**

STATE OF ~~MISSOURI~~ <sup>KANSAS</sup> )  
COUNTY OF JOHNSON ) ss.

As used in this Affidavit, the following terms shall have the following meanings:

**EMPLOYEE:** Any person performing work or service of any kind or character for hire within the State of Missouri.

**FEDERAL WORK AUTHORIZATION PROGRAM:** Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

**KNOWINGLY:** A person acts knowingly or with knowledge, (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

**UNAUTHORIZED ALIEN:** An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared JEFF BARTLEY, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Jeff Bartley and I am currently the an owner of Water's Edge Aquatic Design (hereinafter "Contractor"), whose business address is 11205 W. 79th St, Lenexa, KS 66154, and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the [describe project] contracted between Contractor and the City of Gladstone, Missouri. Gladstone Filter Replacement-Municipal Pool

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

Jeff Bartley  
Affiant

Jeff Bartley  
Printed Name

Subscribed and sworn to before me this 4<sup>TH</sup> day of NOVEMBER 2015



[Signature]  
Notary Public