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May 6, 2015

**NOTICE OF ADDENDUM**

**ADDENDUM 2**

**CAPITAL CITY PATH RECONSTRUCTION AND BRIDGE REPLACEMENT**

**CONTRACT NO. 7245**

Revise and amend the contract document(s) for the above project as stated in this addendum, otherwise, the original document and Addendum 1 shall remain in effect.

Addendum issued to correct to provide for a scheduled de-energizing or ATC overhead transmission lines for bridge construction. This affects bid items and overall construction schedule.

**Proposal**

Add the following item to the Proposal:

BID ITEM 90601 – SCHEDULED TRANSMISSION LINE OUTAGE      1.00    L.S.

Note that this is a fixed price item

**Special Provisions**

Delete Section 105.12 entirely and replace with the following:

**SECTION 105.12      COOPERATION BY THE CONTRACTOR**

AT&T has an overhead power pole in conflict with the path at Station 16+30 RT. AT&T will relocate the pole to easement on private property south of the path, either prior to or in coordination with the construction under this contract. The contact for AT&T is Chinmoy Ray, P.E. at (608) 252-2448 or email [cr093f@att.com](mailto:cr093f@att.com).

American Transmission Company (ATC) has overhead electric transmission lines and poles in the corridor by easement. Coordination with ATC will be required for scheduled de-energizing of lines for bridge construction. See Prosecution of Work for additional provisions. The ATC contact for this is Doug Vosberg – T-line Maintenance at 608-877-7650 or email [dvosberg@atcllc.com](mailto:dvosberg@atcllc.com). Coordination may be

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required for other work in proximity to their facilities.

The City of Madison is not aware of other projects taking place in the vicinity of the project.

Insert in Section 107.1 PUBLIC CONVENIENCE AND SAFETY as the fourth paragraph:

American Transmission Company (ATC) has overhead electric transmission lines and poles in the corridor by easement. Coordination with ATC will be required for scheduled de-energizing of lines for bridge construction. See Prosecution of Work for additional provisions.

Delete Section 109.2 entirely and replace with the following:

## **SECTION 109.2      PROSECUTION OF WORK**

The Contractor shall begin work on or before **JUNE 29, 2015**. Total time for completion of this contract shall be **130 CALENDAR DAYS**.

This the contract start date above is intended to allow the Contractor time to begin design and shop drawing review of the pre-fabricated bridge in advance of actual construction. Construction operations requiring closure of the path shall begin no earlier than **July 20, 2015**.

Work shall begin only after the start work letter is received.

Work on the bridge requiring cranes will likely not be possible while ATC overhead transmission lines are energized. The city has pre-arranged three scheduled outages when the lines will be de-energized as follows:

- 8/26/15 (one day) for removal of the existing bridge truss
- 9/08/15 through 9/15/15 (5 working days within this period) for pile driving
- 10/19/15 (one day) for setting of new truss

In order to obtain these schedule outages, the Contractor shall execute a Transmission Facility Outage (TFO) Agreement with ATC, including attachments. **A sample of this TFO Agreement is attached to these Special Provisions.** In accordance with said Agreement, contractor shall pay to ATC their actual costs incurred for each instance it is required to de-energize and re-energize their lines.

Contractor shall execute the TFO Agreement with ATC and make payment of ATC's best initial estimate of the costs within 20 calendar days of final execution of this construction Contract with the City of Madison. Contractor shall promptly make any other required payments to ATC under the terms of the TFO Agreement. The City will reimburse the Contractor for all required payments to ATC under **Bid Item 90601 Scheduled Transmission Line Outage**.

Reimbursement shall be for the actual amounts paid to ATC under the normal process for progress payments and subject to ordinary retainage. Contractor shall submit copies of ATC invoice(s) and evidence of payment to ATC for each payment request. Payments under this item will be considered full compensation for obtaining the scheduled transmission line outage(s) and all necessary coordination with ATC to prepare work plans, train personnel, finalize and execute the TFO Agreement or other work to comply with the Agreement shall be considered incidental to the applicable items for bridge removal and replacement.

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Contractor may make arrangements with ATC for different dates or additional dates for the outages. Outage availability outside of the scheduled dates may be limited. Additional ATC charges for outages beyond those related to the pre-scheduled outages shall be the responsibility of the Contractor. Whether or not additional outages can be arranged, failure to complete the work within the pre-arranged or modified outage schedule will not be grounds for a Change Order or time extension under this Contract.

In addition to the above requirements, Contractor shall schedule operations such that segments of the project which can be completed in shorter periods of time are not closed for the full duration of the contract. Specifically:

- The west segment from Marquette Street to Fair Oaks may be closed and traffic detoured for a maximum of **60 CALENDAR DAYS**.
- The east segment from Walter Street to Dennett Drive may be closed and traffic detoured for a maximum of **45 CALENDAR DAYS**.

Contractor may choose to begin these segments later in the contract period or to complete and re-open them prior to the total time for completion, or a combination of these options. In any case, the interim duration shall be considered to begin when the segment is closed to use and to end when the segment is re-opened for use on the new pavement.

Interim Liquidated Damages of **\$500 per Calendar Day** will be assessed for failure to complete either of the segments within the stated duration. Maximum Liquidated Damages for any calendar day will not exceed those calculated per Section 109.9 of the City of Madison Standard Specifications.

It is expected that the Contractor may need to utilize multiple crews working in multiple locations within the project limits to complete all work by the contract end date.

### **Attachments**

See attached Transmission Facility Outage Agreement (12 pages)

Please acknowledge this addendum on page E1 of the contract documents and/or in Section E: Bidder's Acknowledgement on Bid Express.

Electronic version of these documents can be found on the Bid Express web site at:

<http://www.bidexpress.com>

If you are unable to download plan revisions associated with the addendum, please contact the Engineering office at 608-266-4751 receive the material by another route.

A handwritten signature in black ink, appearing to read "Robert Phillips". The signature is stylized with large, flowing loops.

Robert F. Phillips, P.E., City Engineer

# Transmission Facility Outage Agreement

**THIS AGREEMENT** is entered into as of \_\_\_\_\_, 20\_\_ between American Transmission Company LLC (hereinafter "ATC"), whose principal place of business is W234 N2000 Ridgeview Parkway Court, Waukesha, Wisconsin 53188, and

whose principal place of business is \_\_\_\_\_ (hereinafter "Company"). ATC and Company may be individually referred to herein as a "Party," and jointly as the "Parties."

## WHEREAS:

- A. ATC is the owner and operator of electric transmission facilities located and further described in the attached Exhibit A, attached hereto and incorporated by reference herein (hereinafter the "Existing Facility"), and
- B. Company has requested that ATC de-energize the Existing Facility while construction takes place near the Existing Facility, as further described and depicted in Exhibit A, and
- C. ATC is willing to de-energize the Existing Facility at Company's expense to accommodate Company's needs on the following terms and conditions.

**NOW THEREFORE**, the Parties agree the electrical outage shall be accomplished on the following terms and conditions:

## Article I Work Plan

- 1.1 **Outage.** ATC shall de-energize Existing Facility as set forth and further described in Exhibit A. Company acknowledges and understands that the Existing Facility is an element in the Eastern United States integrated transmission system and that outages on the Existing Facility require the consent of the Midwest Independent System Operator (MISO). Company further acknowledges and understands that MISO may order that the Existing Facility be re-energized at any time for reasons beyond ATC's control. In the event the Existing Facility must be re-energized, ATC will notify Company, and Company agrees immediately to cease its operations in the vicinity of the Existing Facility and vacate the area so that the Existing Facility may be re-energized. Company further agrees that it will be responsible to reimburse ATC for all costs and expenses associated with any unplanned switching event. Company also acknowledges that it will be liable for additional costs per the Rights and Remedies clause below in the event of a failure to be clear of the line by the scheduled end of the outage period, or within the time period stated in the work plan in the event that the line needs to be re-energized.
- 1.2 **Standards of Conduct:** Company represents and acknowledges that disclosure of nonpublic outage information is prohibited by the "Standards of Conduct" imposed by the Federal Energy Regulatory Commission (18 C.F.R. part 358 et. seq.). Company shall not

disclose, directly or indirectly, any information concerning the ATC transmission system, the transmission system of any other entity or any market information (including, but not limited to, existing or potential outage times, available transmission capability, price, curtailments or ancillary services) unless the information has been posted on the Open Access Same-Time Information System ("OASIS") and which at the time is available to the general public without restriction.

- 1.3 **Work Plan:** The Work Plan as described in Exhibit A has been developed collaboratively between Company and ATC and serves as the basis for the estimate prepared by ATC, based on the anticipated number of switching events and the duration of the outage(s).
- 1.4 **Outage Extension:** In the event that unforeseen circumstances beyond the Parties reasonable control and contemplation arise resulting in the work not being completed by the end of the defined outage, a new Work Plan shall be prepared to define the revised schedule. If an approved Work Plan is not available by the end of the previously approved outage, or if the previously approved outage cannot be extended, then the line shall be re-energized per the original Work Plan.
- 1.5 **Notifications:** The Work Plan shall include the requirements for notifications for return of the line to service.

Company shall notify ATC of the completion of work within the time frame specified in the Work Plan.

In the event of an emergency restoration event, Company must be clear of the line within the time frame specified in the Work Plan, and shall immediately notify ATC when the line is clear of construction activities.

## **Article II Payment**

- 2.1 **Payment:** Company shall pay to ATC, ATC's actual costs incurred for each instance it is required to de-energize and re-energize the Existing Facility. Exhibit B attached hereto and incorporated by reference herein, sets forth ATC's best initial estimate of the costs to de-energize and re-energize the Existing Facility. The estimate includes the estimated cost per switching event along with an estimated number of events. Company acknowledges that the number of switching events is estimated based on the best information available at the time of this agreement, and that circumstances beyond the control of ATC may result in additional switching events, the cost of which shall be borne by the Company.

Company shall pay to ATC the estimated cost per Exhibit B **prior to ATC:** (a) scheduling the outage, (b) scheduling of contractors to place grounds on Existing Facility, (c) scheduling of switching operations.

Within 90 days after the conclusion of the final outage event, ATC shall bill Company for any actual costs incurred that exceed the amounts Company has paid under the Work Plan estimate, or pay Company a refund if the pre-paid amounts exceeded ATC's actual incurred costs.

- 2.2 **Forfeiture of excess funds:** Failure to notify ATC within 1 hour(s) after completion of work will result in the Company forfeiting any excess pre-paid dollars.
- 2.3 **Explanation of Costs.** ATC may add any of the costs listed below to the cost of the project if they are deemed applicable. Refer to Exhibit B for cost estimates.

**Direct Costs:** Costs incurred by ATC that are directly attributable to the project. Such costs would include direct labor, employee expenses, material costs, outside contractors and other direct vendor billed costs including sales tax paid on vendor invoices.

**Indirect Costs:**

**Labor Loading:** This covers pension and other related employee benefit costs, payroll taxes and the expense of non-productive employee time (Sick, Holiday & Vacation). This percentage is then applied on direct labor.

**Supervisory Loading:** This covers costs incurred for management and supervision of employees directly involved in the project. The calculation is derived by taking the average of total supervision salary divided by total salary for project related departments only. This allocation percentage is then applied on direct labor.

**Project Administration Clearing:** This is direct labor or outside services associated with capital projects which are charged to a central clearing account. Charges typically originate in administrative areas in which direct project related work is performed.

**Administrative and General Loading:** This covers cost incurred for administrative and general functions that support the entire company of which a portion will be allocated to the project. The calculation is derived by taking total allocable A&G expenses divided by total labor costs in non-A&G departments. This allocation percentage is then applied on direct labor.

### **Article III Execution**

- 3.1 **Outage:** ATC will de-energize the Existing Facilities and equipment to safely isolate them from hazardous electrical energy for the protection of personnel performing work around the lines and equipment.

ATC will provide written permission (hereinafter the "Clearance") to Company to perform specific work around the lines.

ATC shall designate a qualified Clearance Holder for the duration of the work to be performed under this Agreement. The Clearance Holder shall be the sole entity authorized to communicate with Company regarding the outage; and the only entity authorized to request the Existing Facility be switched in or out of service.

- 3.2 **Safety Briefing Requirement.** Company shall not begin work at the beginning of the outage until all persons who will be working in the vicinity of the Existing Facility have had

a safety brief with the Clearance Holder. This shall be done to assure that work near the Existing Facility does not commence until the Clearance is verified.

Likewise, at the conclusion of each outage event Company representatives shall meet with the Clearance Holder to confirm that all equipment is properly removed from the Existing Facility prior to re-energizing the Existing Facility.

On each and every day that work will be performed in the vicinity of the Existing Facility, Company shall perform daily pre-job safety briefs. Company may use its own forms for documenting these meetings. A sample form is included in Exhibit C and may be copied for use. The daily safety brief shall include visual confirmation that all jumper cables remain installed, that the Existing Facility remains properly grounded and a review of how to conduct work to avoid arcing or contact.

**3.3 Job Completion Requirement.** Company shall notify the Clearance Holder at job completion per the requirements of the Work Plan. If Company fails to complete its work and allow the Existing Facilities to be re-energized on or before the end of the scheduled outage period, Company shall be liable to ATC for all additional costs and expenses incurred by ATC and caused by Company's failure to complete its work within the specified outage window.

**3.4 Damage to Existing Facilities.** Company shall be responsible for any damage that would occur to the Existing Facility. If contact is made with the Existing Facilities immediate notification is to be made to the Clearance Holder so that inspection of the Existing Facility can be made.

#### **Article IV Easements and Access**

**4.1 Construction Access.** Company represents that it has procured all necessary land rights to perform its work, and that it does not rely upon rights granted to ATC to perform its work. Company shall provide ATC's contractors, consultants, agents and employees reasonable access necessary for ATC to perform under this Agreement.

#### **Article V General Provisions**

**5.1 Waiver and Amendment.** No waiver, change, amendment or modification of this Agreement shall be valid or binding upon the Parties unless such waiver, change, amendment or modification shall be in writing and duly executed by the Parties.

**5.2 Safety.** Company acknowledges that the Existing Facility is used to transmit high voltage electric current and that the Existing Facility is potentially dangerous and subject to unique hazards. Company shall not work in the vicinity of the Existing Facility without appropriate authorization, knowledge and expertise on how to do so safely. Company shall utilize all necessary and prudent devices, safeguards, instructions, trainings, procedures and practices to protect the safety and health of all personnel who may at any time be in the vicinity of the Existing Facility. In addition, Company shall follow any safety specifications provided by

ATC. Company shall comply with and enforce all applicable federal, state and local statutes, ordinances, orders, rules, and regulations applicable to safety, security, injury and health standards, including, but not limited to, the Occupational Safety and Health Act of 1970 (OSHA) and any and all applicable revisions to such Act.

- 5.3 **Remedies.** The rights and remedies reserved to the Parties in this agreement are not exclusive; rather, the rights and remedies set forth in this agreement are in addition to any and all remedies available at law or in equity.
- 5.4 **Severability.** If any provision of this Agreement is deemed void or unenforceable, then to the maximum extent permitted by law, the remainder of this Agreement shall not be affected and the remaining terms shall be construed as broadly as possible to affect the Agreement reached between the Parties.
- 5.5 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.
- 5.6 **Entire Agreement.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all other prior understandings, correspondence and agreements, oral or written, between the Parties.



**THIS AGREEMENT IS ENTERED INTO AS OF THE DATE SET FORTH ABOVE BY THE AUTHORIZED REPRESENTATIVES OF THE PARTIES WHO'S SIGNATURES ARE SET FORTH BELOW.**

Company \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**American Transmission Company LLC  
By its corporate manager, ATC Management Inc.**

**ATC Real Estate confirms that the proposed work impacts facilities that reside within an ATC owned easement:**

By: 

Title: REAL ESTATE MGR

Date: 5/5/2015

**ATC Asset Management confirms acceptance of the attached Work Plan:**

By: 

Title: Team Lead, T-Line Services

Date: 5-5-15



## EXHIBIT A

Per Agreement, Exhibit A must contain:

### WORK PLAN

Line Name: 6986

Description of Work: Removal and replacement of a pedestrian bridge, including driving piles for new bridge abutments. Both activities will require the use of overhead crane equipment.

Project Schedule:

8/26/15 (Bridge removal)

9/8/15 thru 9/15/15 (pile driving)

10/19/15 (set new truss)

Doug Vosberg, 608 877 7650, will be the ATC representative to be the clearance holder on the line. Alex Metz, 608 877 7105, will be the ATC alternate contact. If the line is called from MISO to be placed back into service, Company will have to be clear of line within 2 hours. Company shall notify the Clearance Holder at job completion within 1 hour of completion.

## EXHIBIT B

ATC's best initial estimate of the costs to de-energize and re-energize the Existing Facility for each switching event - \$ 5,000.00. This estimate includes:

Switching the circuit in and out each time it is required.

ATC Contractor to place and remove grounds each time it is required.

Estimated number of events three (3).

Company shall pay this amount

**prior to ATC scheduling any work or outage**      \$15,000

If Company works through the weekend the outage can be continuous which will lessen the number of times the grounds and switching needs to be completed.

Company acknowledges that the number of switching events is estimated based on the best information available at the time of this Agreement, and that circumstances beyond the control of ATC may result in additional switching events, the cost of which shall be borne by the Company.

**Exhibit C**  
**Job Safety Brief Form (Optional)**

See next 2 pages.

# Crew Pre-job Safety Brief

Date: \_\_\_\_\_

Time: \_\_\_\_\_

<b>Nearest Hospital</b>	<b>*Job Name</b>		<b>Job #</b>
	<b>*Job Location</b>		
	<b>*Designated Site Mgr</b>		
	<b>Crew Leader</b>		
<b>Medical Care Facility</b>  <b>For emergencies call 911 and the System Operator.</b>	<b>Person in Charge</b>		
	<b>Circuit #</b>	<b>Voltage</b>	
	<b>*Other Work Groups Involved</b>		
	<b>*Job Description/ Overview</b>		

### Zone of Protection/Energized Work – Use Proper Testing Equipment

Clearance Order Reviewed     Yes  N/A    Minimum Approach Distance Requirements \_\_\_\_\_

Clearance Order #'s \_\_\_\_\_

Line/Feeder Circuit # \_\_\_\_\_ Voltage \_\_\_\_\_

Equipment Lock Out Tag(s) Needed     Yes  N/A    Equipment # \_\_\_\_\_

Equipment Lock Out Tag(s) Placed     Yes  N/A    Identified All Potential Energy Sources, Including backfeed     Yes  N/A

Hot Line Clearances (One Shot)        **Zone of Protection:**     Identified     Accepted     Established     Reviewed location of grounds

Vehicles Grounded  Yes  N/A    System Grounds  Yes  N/A    Working Grounds  Yes  N/A    Tested DeEnergized?  Yes  N/A

Number of Grounds \_\_\_\_\_ Identified and Discussed All Points of Potential Energy Release (Gas, Steam, chanical, etc)     Yes  N/A

**Control Center Notified**     You must call the System Control Operator to request clearance.    Pewaukee: 1) WE North-(877) 402-5227, 2) WE South-(877) 402-5228, 3) WPS/UPPCO-(877) 977-8726, Cottage Grove (ALT/MGE/WPS West) -(800) 937-3762.

Crews informed that personnel having the protective clearance shall remain on job site while work is performed in the Zone of Protection.

### Special Precautions (Check ALL that Apply)

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Hazard Above You        | <input type="checkbox"/> Trenches and Excavations                    | <input type="checkbox"/> Hot/Cold Weather Concerns             |
| <input type="checkbox"/> Equipment Operation     | <input type="checkbox"/> Test Rubber Gloves (Sleeves)                | <input type="checkbox"/> Tool Check (Condition, Right for Job) |
| <input type="checkbox"/> Pole Condition          | <input type="checkbox"/> Winch Line/Buckets                          | <input type="checkbox"/> Inspect Line Hose/Blankets/Hotsticks  |
| <input type="checkbox"/> Rubber Goods Required   | <input type="checkbox"/> Equipment Checked and Calibrated            | <input type="checkbox"/> Other Work Groups in Area Identified  |
| <input type="checkbox"/> Fire Suppression System | <input type="checkbox"/> Inspection of Hydraulics, Cables & Controls |  |

Other Special Precautions (Include Details: Note Type, Placement and Number of Rubber Goods Used) \_\_\_\_\_

### Work Area Protection (Check ALL that Apply)

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Barriers Placed                                    | <input type="checkbox"/> Signs Placed                     | <input type="checkbox"/> Public and Pedestrian Safety in Place |
| <input type="checkbox"/> Flaggers Being Used                                | <input type="checkbox"/> Street Permits in Place/Reviewed |  |
| <input type="checkbox"/> Spotters Used for Vehicle Movement and aerial work |   |  |
| Traffic Hazards <input type="checkbox"/> Traffic Flow Direction Discussed   | <input type="checkbox"/> Traffic – Heavy                  | <input type="checkbox"/> Traffic – Light                       |

Job Task (Check ALL that Apply)		
<input type="checkbox"/> Job Assignments	<input type="checkbox"/> Safe Working Techniques	<input type="checkbox"/> Proper PPE Worn
<input type="checkbox"/> Review Job Assignments on Site	<input type="checkbox"/> Lifting, Twisting, Bending, Stretching	<input type="checkbox"/> Pre-Flight Inspection
<input type="checkbox"/> Review Rules to Dig By	<input type="checkbox"/> Confirm Proper Excavation	<input type="checkbox"/> Check for Correct Phases
<input type="checkbox"/> Notified Digger's Hotline Confirmation # (if needed)		

Arc Flash Hazard Recognition		
<input type="checkbox"/> Arc Hazard Table Checked	<input type="checkbox"/> FR Clothing Requirement Met	<input type="checkbox"/> Hazard Risk Category Identified

Job Site (Check ALL that Apply)		
<input type="checkbox"/> Site Preparation Review Completed	<input type="checkbox"/> Walk-Down Completed	<input type="checkbox"/> Discuss Emergency Escape Plan
<input type="checkbox"/> Atmospheric Test Done	<u>Terrain</u>	<u>Environmental</u>
<input type="checkbox"/> Wildlife ( Insects, Dogs, Raccoons, Rodents, Snakes, etc.)	<input type="checkbox"/> Identify Slip, Trip and Fall Hazards Uneven Surfaces Ice, Mud, Snow	<input type="checkbox"/> Toxins: PCB's, SF6 Gas, Mercury, Lead, Asbestos, others
<input type="checkbox"/> Climbing Hazards Identified	<input type="checkbox"/> Trenching Barriers in Place	<input type="checkbox"/> Spill Identified/Present
<input type="checkbox"/> Housekeeping/Self-Made Hazards	<input type="checkbox"/> Vegetation (Poison Ivy/Oak, Hanging Limbs)	<input type="checkbox"/> Leaking Equipment Identified
<input type="checkbox"/> Enclosed/Confined Space Setup	<input type="checkbox"/> Walkway Barriers Placed	<input type="checkbox"/> Proper Pumping of Manhole
		<input type="checkbox"/> Waterway Affected
		<input type="checkbox"/> Wetlands Area

Fundamental Job Hazard Analysis
What am I doing?
How can it hurt me?
How can I protect myself?

All-Worker Readiness (Crews identify any work limitations, i.e. cannot enter confined spaces, cannot wear respirators, etc.)
Names and limitations.

Attendees (Visitors to the job site are required to review the pre-job safety brief with the Person in Charge and sign below)	
Print Name	Signature
