



South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178
(909) 396-2000 • www.aqmd.gov

June 25, 2019

City of Commerce Transportation
Attn: Claude McFerguson
5555 Jillson St
Commerce, CA 90040

Subject: Carl Moyer Contract #19412

Dear Mr. McFerguson

Enclosed are two originals of the above-mentioned agreement between SCAQMD and the City of Commerce Transportation for the expansion and operation of one renewable gas filling station under the FY17-18/Year 20 Carl Moyer Program, in the amount of \$ 866,305.

Please review the contract, have your authorized representative sign the originals, initial Clause # 22 "Payment", and return them both to my attention within 60 days of receipt for further contract processing. In addition, please provide certificate of insurance in accordance to Clause 8 of the Contract.

If you have any questions or concerns regarding the contract, please contact George Wu at (909) 396-2533.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mariel Maranan'.

Mariel Maranan
Contracts Administration
Science & Technology Advancement
(909) 396-2793
mmaranan@aqmd.gov

Enclosures
Federal Express



South Coast Air Quality Management District

Contract No. 19412
Carl Moyer Program

This Contract consists of 20 pages.

1. PARTIES

The parties to this contract ("Contract") are the South Coast Air Quality Management District (referred to here as "SCAQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and City of Commerce Transportation (referred to here as "CONTRACTOR") whose address is 5555 Jillson Street, Commerce, California 90040.

2. RECITALS

- A. SCAQMD is the local agency with primary responsibility for regulating stationary source air pollution within the geographical boundaries of the South Coast Air Quality Management District in the State of California. SCAQMD is authorized to enter into this Contract under California Health and Safety Code Section 40489. This Carl Moyer Program-funded Contract will fund the incremental costs of certain cleaner-than-required equipment in order to generate cost-effective (if applicable) and surplus air emission reductions within the geographical boundaries of the South Coast Air Quality Management District. Accordingly, the parties desire to enter into this Contract for the project described in Attachment 1 - Statement of Work, attached here and made a part here by reference.
- B. CONTRACTOR is authorized to do business in the State of California and attests that it is in good tax standing with the California Franchise Tax Board.
- C. All parties to this Contract have had the opportunity to have this Contract reviewed by their attorney.
- D. "Equipment," as used in this Contract, means the equipment described in Attachment 1 - Statement of Work and funded in whole or in part by the Carl Moyer Program, which may include, but is not limited to, trucks, engines, marine vessels, retrofit devices, infrastructure, cargo handling equipment and/or locomotives, as applicable.

3. PERFORMANCE REQUIREMENTS

- A. CONTRACTOR agrees to obtain and maintain the required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees. CONTRACTOR further agrees to immediately notify SCAQMD in writing of any change in its licensing status which has a material impact on the CONTRACTOR's performance under this Contract.
- B. CONTRACTOR shall submit reports to SCAQMD as outlined in Attachment 1 - Statement of Work. Unless otherwise stated herein, all reports shall be submitted in an environmentally friendly format: recycled paper; stapled, not bound; black and white, double-sided print; and no three-ring, spiral, or plastic binders or cardstock covers. SCAQMD reserves the right to review, comment, and request changes to any report produced as a result of this Contract.
- C. CONTRACTOR shall perform all tasks set forth in Attachment 1 - Statement of Work, and CONTRACTOR represents and warrants that it has no business, professional, personal or other interest that would conflict in any manner or degree with the performance of its obligations under this Contract. If any such actual or potential conflict of interest arises during the term of this Contract, CONTRACTOR shall immediately inform SCAQMD in writing, and SCAQMD may, in its sole judgment, terminate this Contract immediately upon written notice to CONTRACTOR.

where the Equipment has been stolen, CONTRACTOR shall notify the SCAQMD within 10 business days and must submit written documentation to SCAQMD, such as police and/or insurance reports as well as any other information requested by SCAQMD. CONTRACTOR will, at the discretion of SCAQMD, be responsible either for returning to SCAQMD a pro-rated share of the funds already paid under the Contract, in an amount to be determined by SCAQMD, or for providing a substitute equipment that meets the specifications of the replacement or repowered Equipment as described in the Attachment 1 - Statement of Work.

7. STOP WORK

SCAQMD may, at any time, by written notice to CONTRACTOR, require CONTRACTOR to stop all or any part of the work tasks in this Contract. A stop work order may be issued for reasons including, but not limited to, the project exceeding the budget, out of scope work, delay in project schedule, or misrepresentations. Upon receipt of the stop work order, CONTRACTOR shall immediately take all necessary steps to comply with the order. CONTRACTOR shall resume the work only upon receipt of written instructions from SCAQMD cancelling the stop work order. CONTRACTOR agrees and understands that CONTRACTOR will not be paid for performing work while the stop work order is in effect, unless SCAQMD agrees to do so in its written cancellation of the stop work order.

8. INSURANCE

- A. CONTRACTOR shall furnish evidence to SCAQMD of workers' compensation insurance for each of its employees, in accordance with either California or other states' applicable statutory requirements prior to commencement of any work on this Contract.
- B. CONTRACTOR shall furnish evidence to SCAQMD of general liability insurance with a limit of at least \$1,000,000 per occurrence, and \$2,000,000 in a general aggregate prior to commencement of any work on this Contract. SCAQMD must be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by CONTRACTOR to SCAQMD.
- C. CONTRACTOR shall furnish evidence to SCAQMD of automobile liability insurance with limits of at least \$100,000 per person and \$300,000 per accident for bodily injuries, and \$50,000 in property damage, or \$1,000,000 combined single limit for bodily injury or property damage, prior to commencement of any work on this Contract. SCAQMD must be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by CONTRACTOR to SCAQMD.
- D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, SCAQMD reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or terminate this Contract for breach.
- E. All insurance certificates must be sent to SCAQMD Risk Management, by email (insurancecertificate@aqmd.gov) or by fax (909-396-3979). **The SCAQMD Contract Number must be included on the face of the certificate.**
- F. CONTRACTOR agrees to maintain the above required insurance as well as property insurance with sufficient limits to cover the loss of the Equipment. CONTRACTOR must provide updates on the insurance coverage throughout the term of the Contract to ensure that there is no break in coverage during the period of Contract performance. Failure to provide evidence of current coverage is grounds for termination for breach of Contract.

11. NO LEASE-TO-OWN AGREEMENTS

CONTRACTOR may not enter into any lease-to-own agreements for any Equipment funded in whole or in part under this Contract. Failure to comply with this provision shall result in CONTRACTOR returning some or all of the Contract funds, as determined by SCAQMD at its sole discretion. CONTRACTOR shall ensure that the provisions of this clause are included in all subcontracts.

12. COMPLIANCE WITH APPLICABLE LAWS

CONTRACTOR agrees to comply with all federal, state, and local laws, ordinances, codes and regulations and orders of public authorities in the performance of this Contract. CONTRACTOR must also ensure that the vehicles and/or equipment to be purchased, leased or installed in the performance of this Contract are in compliance with all applicable federal, state, and local air quality rules and regulations, and that it will maintain compliance for the full Contract term. CONTRACTOR shall ensure that the provisions of this clause are included in all subcontracts.

13. INCORPORATION OF CARL MOYER PROGRAM APPLICATION

CONTRACTOR'S application for the project funded under this Contract is hereby incorporated by reference and made a part of this Contract. In the event of a conflict between the terms and conditions of this Contract and CONTRACTOR's application, this Contract shall govern.

14. MAINTENANCE

CONTRACTOR shall maintain the Equipment in accordance with the manufacturer's specifications for the project life. Tampering with the engine is strictly prohibited. CONTRACTOR is responsible for maintaining a working hour meter or other SCAQMD-approved measuring device to track Equipment usage for projects that use hours of operation as a means of calculating emission reductions and cost-effectiveness. If the hour meter/usage device fails, CONTRACTOR must immediately notify SCAQMD, and CONTRACTOR remains responsible for validating any hours not recorded by the hour meter/usage device. The CONTRACTOR must either repair or replace the non-operating meter/device or provide other documentation of Equipment operating hours acceptable to SCAQMD.

15. RECORDS RETENTION, ON-SITE INSPECTIONS AND AUDIT

- A. CONTRACTOR agrees to the following Records Retention Period: maintain records related to this Contract during the Contract term and continue to retain these records for a period of three years beyond the Contract term.
- B. SCAQMD, CARB, or its designee(s), shall have the right to conduct on-site inspections of the project and to audit records related to this Contract during the Records Retention Period. CONTRACTOR agrees to include a similar right for these agencies to conduct on-site inspections and audits in any related subcontract.
- C. If an amount is found to be inappropriately expended, CONTRACTOR shall reimburse SCAQMD, or SCAQMD may withhold payment from CONTRACTOR, as applicable, in the amount equal to the amount which was inappropriately expended. Such withholding or reimbursement shall not be construed as SCAQMD's sole remedy and shall not relieve CONTRACTOR of its obligation to perform under the terms of this Contract.

- C. CONTRACTOR is prohibited from removing the Equipment from service in California during the term of this Contract, unless the Equipment becomes inoperable, is rendered a total loss in an accident, or is stolen, in accordance with the requirements set forth in sub-Clause 6.C. through mechanical failure of components or systems, and cannot be repaired or replaced, and such failure is not caused by CONTRACTOR'S negligence, misuse, or malfeasance; or if the Equipment is stolen, or is damaged beyond repair or replacement due to accident, theft or vandalism, also in accordance with the requirements set forth in sub-Clause 6.C. and as confirmed by a police report and/or an insurance determination of loss due to accident, theft or vandalism. CONTRACTOR shall notify SCAQMD within 10 business days if the Equipment is removed from service in California.
- D. If the Equipment usage reported in the annual report does not meet the usage specified in Attachment 1 - Statement of Work, the SCAQMD will flag the project. SCAQMD will take appropriate action to ensure the contracted emissions reductions are realized, which may include, but are not limited to, recapturing funds in an amount proportional to the unrealized emissions reductions or extending the project life.

21. FUNDS FROM OTHER SOURCES

- A. In signing this Contract, CONTRACTOR certifies that it has disclosed all other funding sources that it applied for or received for the project described in the Statement of Work. CONTRACTOR must notify SCAQMD of additional sources of funding received for the total cost of the project, including any sources that become available after contract execution.
- B. CONTRACTOR agrees that failure to disclose shall, at a minimum, result in disqualification from receiving funding for that project, the recapture of funds, and may result in CONTRACTOR being banned from submitting future applications to any and all Carl Moyer Program solicitations.
- C. CONTRACTOR shall return any grant funds it has received in excess of the total project cost.
- D. CONTRACTOR certifies that no emission reductions generated by this project shall be used as marketable emission reduction credits, or to offset any emission reduction obligation of any person or entity.

22. PAYMENT

- A. SCAQMD will reimburse CONTRACTOR an amount not-to-exceed Eight Hundred Sixty Six Thousand Three Hundred Five Dollars (\$866,305) in accordance with Attachment 2, Payment Schedule, attached here and incorporated herein by reference.
- B. Payment may be made directly to the vendor upon submission of an itemized invoice from the CONTRACTOR requesting that such direct payment be made. If the purchase is being financed, CONTRACTOR may choose to have the payment sent directly to the financing company, or provide SCAQMD with proof of payment to the financing company in order for CONTRACTOR to be reimbursed. Payments made under this Contract must be used to reduce the principal owed for the Equipment.
- C. Before any payment can be made, CONTRACTOR must submit itemized invoices and the Post-Inspection pursuant to Clause 16.B. must indicate that the project is operational. The itemized invoices must include enough detail to ensure that only eligible project costs are paid, in accordance with the CMP Guidelines. Each invoice must be prepared in duplicate, on company letterhead, and list SCAQMD's Contract number, period covered by invoice, and CONTRACTOR's Social Security Number or Employer Identification Number and submitted to: South Coast Air Quality Management District, Attn: Carl Moyer Contract Administrator, Technology Advancement, 21865 Copley Drive, Diamond Bar, CA 91765-4178.

business days after deposit in the U. S. Mail. In the case of a nationally recognized overnight courier service, notice shall be deemed received when delivered (written receipt of delivery).

SCAQMD: South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178
Attn: George Wu, email: gwu@aqmd.gov

CONTRACTOR: City of Commerce Transportation
5555 Jillson St.
Commerce, CA 90040
Attn: Claude McFerguson, email: claudem@ci.commerce.ca.us

27. INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor. CONTRACTOR, its officers, employees, agents, representatives, or subcontractors shall in no sense be considered employees or agents of SCAQMD or CARB, nor shall CONTRACTOR, its officers, employees, agents, representatives, or subcontractors be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by SCAQMD to its employees. SCAQMD will not supervise, direct, or have control over, or be responsible for, CONTRACTOR's or subcontractor's means, methods, techniques, work sequences or procedures or for the safety precautions and programs incident thereto, or for any failure by them to comply with any local, state, or federal laws, or rules or regulations, including state minimum wage laws and OSHA requirements. CONTRACTOR shall promptly notify SCAQMD of any material changes to subcontracts that affect the Contract's scope of work, deliverable schedule, and/or payment/cost schedule.

28. PUBLICATION

- A. SCAQMD shall have the right of prior written approval of any document which shall be disseminated to the public by CONTRACTOR in which CONTRACTOR utilized information obtained from SCAQMD in connection with performance under this Contract.
- B. Information, data, documents, photographs or reports developed by CONTRACTOR for SCAQMD, pursuant to this Contract, shall be part of SCAQMD's public record unless otherwise indicated. CONTRACTOR may use or publish, at its own expense, such information provided to SCAQMD. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Contract.

"This report was prepared as a result of work sponsored, paid for, in whole or in part, by the South Coast Air Quality Management District (SCAQMD). The opinions, findings, conclusions, and recommendations are those of the author and do not necessarily represent the views of SCAQMD. SCAQMD, its officers, employees, contractors, and subcontractors make no warranty, expressed or implied, and assume no legal liability for the information in this report. SCAQMD has not approved or disapproved this report, nor has SCAQMD passed upon the accuracy or adequacy of the information contained herein."

29. NON-DISCRIMINATION

In the performance of this Contract, CONTRACTOR shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment on the basis of race, religious creed,

36. DUPLICATE EXECUTION

This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.

37. GOVERNING LAW

This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this Contract shall be Los Angeles County, California.

38. PRE-CONTRACT COSTS

Any costs incurred by CONTRACTOR prior to CONTRACTOR receipt of a fully executed Contract shall be incurred solely at the risk of the CONTRACTOR. In the event that this Contract is not executed, the SCAQMD shall not be liable for any amounts expended in anticipation of a fully executed Contract. If this Contract is fully executed, pre-contract cost expenditures authorized by the Contract will be reimbursed in accordance with the Payment Schedule and payment provision of the Contract.

39. CITIZENSHIP AND ALIEN STATUS

- A. CONTRACTOR warrants that it fully complies with all laws regarding the employment of aliens and others, and that its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). CONTRACTOR shall obtain from all covered employees performing services hereunder all verification and other documentation of employees' eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall have a continuing obligation to verify and document the continuing employment authorization and authorized alien status of employees performing services under this Contract to insure continued compliance with all federal statutes and regulations. Notwithstanding the above, CONTRACTOR, in the performance of this Contract, shall not discriminate against any person in violation of 8 USC Section 1324b.
- B. CONTRACTOR shall retain such documentation for all covered employees for the period described by law. CONTRACTOR shall indemnify, defend, and hold harmless SCAQMD, its officers and employees from employer sanctions and other liability which may be assessed against CONTRACTOR or SCAQMD, or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

40. PREVAILING WAGES

CONTRACTOR is alerted to the prevailing wage requirements of California Labor Code section 1770 et seq., and the compliance monitoring and enforcement of such requirements by the Department of Industrial Relations ("DIR"). CONTRACTOR and all of CONTRACTOR's subcontractors must comply with the California Public Works Contractor Registration Program and must be registered with the DIR to participate in public works projects. CONTRACTOR shall be responsible for determining the applicability of the provisions of California Labor Code and complying with the same, including, without limitation, obtaining from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, making the same available to any interested party upon request, paying any applicable prevailing rates, posting copies thereof at the job site and flowing all applicable prevailing wage rate requirements to its subcontractors. Proof of

IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

CITY OF COMMERCE TRANSPORTATION

By: _____
Dr. William A. Burke, Chairman, Governing Board

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

ATTEST:
Denise Garzaro, Clerk of the Board



By: _____

APPROVED AS TO FORM:
Bayron T. Gilchrist, General Counsel

By: Bayron T. Gilchrist

//Moyer Boilerplate
Updated: May 8, 2019

ATTACHMENT 1

STATEMENT OF WORK CITY OF COMMERCE TRANSPORTATION FISCAL YEAR 2018-2019 CARL MOYER PROGRAM

The purpose of this Contract is to enable the deployment of alternative, advanced, and cleaner technologies with funding support for the installation of fueling or energy infrastructure to fuel or power covered sources.

CONTRACTOR shall expand an existing compressed and liquefied natural gas (CNG/LNG) fueling infrastructure in accordance with the project information summarized in Table 1 below.

Table 1: Infrastructure Project Information

Project Type	Project ID	Public or Private Access	New, Expansion or Conversion of Infrastructure	Project Location	Project Overview
Renewable Natural Gas Filling	20CMP134	Public Access	Expansion	5926 Sheila Street, Commerce, 90040	Expansion of existing CNG/LNG station that includes dual pump skid, compressor, storage, LCNG vaporizer and additional supporting equipment to provide annual throughput capability per Table 2.

CONTRACTOR shall perform the following tasks to implement this project:

Task 1: Project Design, Schedule and Approvals

- 1.1 CONTRACTOR shall provide to SCAQMD a project schedule with milestone dates for final infrastructure design including construction contract execution, placement of equipment order, acquisition and delivery of equipment, construction, installation, system testing and commissioning (initial operation date).
- 1.2 CONTRACTOR shall provide a schedule to SCAQMD with milestone dates for acquisition of permits and other outside public agency approvals required for this project. A schedule for completion and certification of required California Environmental Quality Act documents shall be included.
- 1.3 CONTRACTOR shall provide a copy of all permits/permit approvals and certifications, including California Environmental Quality Act documentation, to SCAQMD prior to construction.
- 1.4 CONTRACTOR shall adhere to the Project Milestones in Attachment 1A.
- 1.5 CONTRACTOR shall demonstrate that the infrastructure is fully operational by no later than the Due Date listed in Attachment 1A, unless an extension has been requested by the CONTRACTOR and approved in writing by SCAQMD. The project shall be considered fully operational after completing and passing a post-inspection by SCAQMD (See Task 3).

Task 4: Infrastructure Operation

- 4.1 CONTRACTOR agrees that the infrastructure equipment shall remain operational within the geographical boundaries of the SCAQMD for the Contract term.
- 4.2 Publicly accessible station must at a minimum be accessible to the public daily during regular business hours.
- 4.3 For publicly accessible infrastructure project(s), CONTRACTOR is responsible for ensuring that repairs are made and station is operational within 48 hours if equipment is not functional.
- 4.4 For publicly accessible infrastructure project(s), CONTRACTOR shall notify SCAQMD of any downtime beyond the 48 hours and work with SCAQMD to ensure publicly accessible stations are operational as quickly as possible.
- 4.5 CONTRACTOR shall repair or replace the fuel/energy meter as soon as possible if during the project life the fuel/energy meter fails for any reason.
- 4.6 CONTRACTOR agrees to make operational information for the infrastructure identified in Table 1 available, upon reasonable notice, to SCAQMD or CARB staff during the life of the project. This information should include annual usage, or the amount of fuel/energy consumed.
- 4.7 CONTRACTOR agrees to operate the infrastructure equipment based on annual usage during the project life. The expected usage is specified in Table 2 below.

Table 2 –Annual Usage

Estimated Annual Usage *	Project Life (yr)
187,500,000 standard cubic feet (scf) per year	3

*The anticipated annual usage for the term of the contract is based on the projected throughput provided in the CONTRACTOR'S application.

Task 5: Reporting

- 5.1 CONTRACTOR shall provide annual reports for the entire project life, as described in the Deliverables, Attachment 1B. Annual reporting shall include annual usage as well as the duration and causes of unscheduled downtime.
- 5.2 CONTRACTOR shall provide a final commissioning report upon station commissioning, as described in Deliverables, Attachment 1B.

ATTACHMENT 1B

DELIVERABLES CITY OF COMMERCE TRANSPORTATION FISCAL YEAR 2018-2019 CARL MOYER PROGRAM

In addition to the deliverables set forth in the above-referenced Statement of Work, CONTRACTOR shall supply the following reports (using Attachment 3 Annual Report Form) to the SCAQMD under this Contract. Each submitted report shall be stapled, not bound, printed in black ink, double-sided type, on an 8-1/2 by 11 inch page, and shall include camera-ready originals.

1. Two stapled copies of an annual report, to be submitted annually for the term of the Contract, per Attachment 1A. Annual Reports shall be considered in the public domain, in conformance with the California Public Records Act (Government Code Section 6250 et seq.). Each annual report shall include, but not be limited to, the following:
 - a. Reference to SCAQMD Contract number
 - b. A description of the funded infrastructure, including:
 - Project ID
 - Project Type (renewable natural gas)
 - Project Sub Type (public access)
 - Infrastructure Address
 - c. A description of the operation of the infrastructure, including:
 - Number of dispensers and hoses per dispenser
 - Annual usage during the report period
 - d. Problems - a discussion of any unscheduled downtime encountered during the year and the causes of downtime.
 - e. If the annual usage is below the projected usage for that year, then provide an explanation for the low usage and submit a plan for meeting the projected usage the following year.
 - f. Proof of property insurance.

ATTACHMENT 3

Carl Moyer Program Infrastructure Project Annual Report Form

SCAQMD Contract Number:		Reporting Period: Start Date:		End Date:
Title of Project:				
Contractor / Company Name:			Contact Name:	
Business Phone:		Cell Phone:		Email Address:
Address:				
Infrastructure Information				
Project ID#	Project Type (NG filling or RNG filling)	Public or Private Access?	No. of Fill Dispensers and No. of Hoses per Dispenser	Infrastructure Address
Infrastructure Operational Information				
Project ID#	Dispenser Meter Reading & Units	Date of Dispenser Meter Reading	Annual Usage/Throughput (Standard Cubic Feet)	Brief description of vehicle types that fuel at the natural gas infrastructure (i.e., port trucks, bus, delivery, etc.)

1. For renewable natural gas (RNG) infrastructure, please indicate the percentage of renewable feedstock and provide documentation of the year's renewable gas usage:

2. Please indicate any unscheduled downtime, including duration and causes of downtime:

3. If the annual usage is below the projected usage for that year, please provide an explanation for the lower actual usage and submit a plan for meeting the projected usage the following year.

4. Please provide proof of property insurance (attach).

I certify to the best of my knowledge that the information provided is true and correct.

Name / Title of Person Completing Report Form (Print) _____

Signature _____ **Date** _____