



NEW HAVEN PUBLIC SCHOOLS

Operations Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Michael J. Pinto, COO
Date: July 20, 2020
Re: F&O Agenda Item Request/Approval
Agreement with Gilbane for Program Management Services

Contractor Name: Gilbane Building Company

Contractor Address: 7 Jackson Walkway, Providence, RI 02903

Is the contractor a Minority or Women Owned Small Business?
N/A

Renewal or Award of Contract/Agreement?
Renewal Agreement

Total Amount of Contract/Agreement and the Hourly or Service Rate:
An amount not to exceed \$145,916.

Contract or Agreement #:

Funding Source & Account #: Various School Construction Project Accounts
The cost of the Program Management contract is funded from the school construction grants accounts and is reimbursed by the State at the individual project reimbursement rates.

Key Questions: (Please have someone ready to discuss the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education):

- 1. What specific service will the contractor provide:**
The contractor provides substantial progress with the management of the overall design, construction, and cost reimbursement process and New Haven School Construction Program continues to be recognized regionally for its overall scope and accomplishments.
- 2. How was the contractor selected? Quotes? RFP? Sealed Bid or Sole Source? Please describe the selection process including other sources considered and the rationale for selecting this method of selection:**
The contract for Program Management services was initiated in July 2016 following a Request for Qualifications by the City Purchasing Department. Which has been amended from time to time, as needed.

3. **If this is a renewal with a current vendor, has the vendor's performance been satisfactory under the existing contract or agreement?**
4. **If this Contract/Agreement is a Renewal has cost increased? If yes, by how much?**
The contract value has decreased to the amount \$145,916.00.
5. **If this Contractor is New has cost for service increased from previous years? If yes, by how much? N/A**
6. **Is this a service existing staff could provide? Why or why not?**
The contractor has been in a good standing relationship with the New Haven Public Schools 1998, and during that time has implemented and continue to refine the contracting approach for design and construction management services for NHPS.

June 26, 2020

Atty. John Hawley
Gilbane Building Company
7 Jackson Walkway
Providence, RI 02903

Dear Attorney. Hawley:

I am writing you as we have received your proposal and found it reasonable for upcoming year. To confirm your interest in renewing your contract with the Board of Education with the management of the overall design, construction, and cost reimbursement process and New Haven School Construction Program.

If you are interested in renewing your contract with us, kindly submit your proposal, including specific areas of services to be rendered. We will be submitting for the next Finance & Operations Committee Meeting for review.

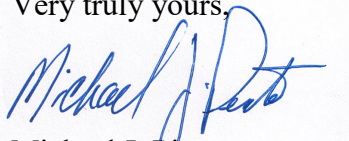
Please respond to this communication confirming the understanding of the agreement. Also include a Certificate of Liability Insurance and a completed copy of the attached Disclosure Affidavit.

Should you have any questions or concerns, please feel free to contact me at any time to discuss in more detail.

You may submit our proposal letter via email to me at Michael.pinto@nhboe.net. Please copy Salina Manning at Salina.Manning@new-haven.k12.ct.us on all correspondence. Please submit your letter of proposal and supporting documentation no later than 5:00pm on July 1, 2020.

Thank you for your consideration of this opportunity. We look forward to your confirmation.

Very truly yours,


Michael J. Pinto

Enclosure

NEW HAVEN SCHOOLS - GILBANE PROGRAM MANAGEMENT STAFFING & SERVICES			2016 Contract Option Year 3 2019-2020		Actual Hours/ Cost	Unused Portion (credit) proposed
ITEM #	POSITIONS	PERSON				
PROGRAM ADMINISTRATION			HOURS	\$'S		
1	PROGRAM DIRECTOR	BOB LYNN	248	\$41,664	194	(9,072)
3	PROGRAM MANAGER	TOM SMITH	2,080	\$218,400	1,620	(48,300)
11	PROGRAM FINANCIAL & ACCOUNTING	LAURA TRYON & GLORIA TALLION	520	\$49,140	730	19,798
15	TECHNICAL & CLERICAL SUPPORT	NANCY COTTRELL	1,176	\$80,262	1,438	17,882
17	MANAGER OF ENGINEERING	WEB GROUTEN	416	\$68,750	215	(33,218)
		PAUL GIANQUINTO			107	12,305
SUBTOTAL- ONSITE PM STAFF			4,440	\$458,216	4,304	(40,605)
HOME OFFICE SUPPORT & REIMBURSABLE SERVICES						
22	SUPPORT SERVICES	HOME OFFICE SUPPORT		\$28,600	\$28,600	0
23	REIMBURSABLE PR EXPENSES	PRINTING, PHONE, CEREMONIES		\$45,980	\$3,500	(42,480)
24	PROGRAM ACCOUNTING	VARIOUS GILBANE (ACCOUNTING)		\$10,000	\$10,000	0
SUBTOTAL-HOME OFFICE SUPPORT				\$84,580		(42,480)
TOTALS				\$542,796		(83,085)
OTHER STAFF SUPPORT COSTS						
25	COMPUTERS, MIS, WEBSITE SUPPORT			\$26,221	\$23,861	(2,360)
26	VEHICLES			\$9,776	\$8,896	(880)
27	PM OFFICE SPACE / SUPPLIES			\$157,936	\$143,722	(14,214)
SUBTOTAL				\$193,933		(17,454)
GILBANE BASIC SERVICES ESTIMATED TOTALS				\$736,729	Credit	(100,539)
GILBANE OPTIONAL SERVICES			ENTITY			
28						
29	GILBANE eTOP SERVICES (1 SCHOOL)					
30	ENROLLMENT PROJECTIONS (PROWDA)	OUTSIDE CONSULTANTS				
TOTAL OPTIONAL SERVICES						
TOTAL GILBANE PM SERVICES				\$736,729	New total	\$636,190

NEW HAVEN SCHOOLS - GILBANE PROGRAM MANAGEMENT STAFFING & SERVICES			2016 Contract Option Year 3 2019-2020		Option Year 4 2020-2021					
ITEM #	POSITIONS	PERSON								
PROGRAM ADMINISTRATION			HOURS	\$'S	HOURS	Rates	\$'S	WKS	HRS	TOTAL
1	PROGRAM DIRECTOR	BOB LYNN	248	\$41,664	0		\$0			
2	PROGRAM MANAGER	TOM SMITH	2,080	\$218,400	416	\$ 110	\$45,760	Full year	52	8 416
3	PROGRAM FINANCIAL & ACCOUNTING	LAURA TRYON	520	\$49,140	104	\$ 99	\$10,296	Full year	52	2 104
4	PROGRAM FINANCIAL & ACCOUNTING	GLORIA TALLION	520	\$49,140	104	\$ 99	\$10,296	Full year	52	2 104
5	TECHNICAL & CLERICAL SUPPORT	NANCY COTTRELL	1,176	\$80,262	208	\$ 71	\$14,768	6 months	52	4 208
6	MANAGER OF ENGINEERING	WEB GROUTEN	416	\$68,750	208	\$ 172	\$35,776	Full year	52	4 208
SUBTOTAL- ONSITE PM STAFF			4,960	\$458,216	1,040		\$116,896			
HOME OFFICE SUPPORT & REIMBURSABLE SERVICES										
7	SUPPORT SERVICES	HOME OFFICE SUPPORT		\$28,600		\$ 250	\$13,000			
8	REIMBURSABLE PR EXPENSES	TRAVEL / PARKING EXPENSE		\$45,980			\$6,000			
9	PROGRAM ACCOUNTING	HOME OFFICE GILBANE (ACCOUNTING)		\$10,000		\$ 135	\$7,020			
SUBTOTAL-HOME OFFICE SUPPORT				\$84,580			\$26,020			
TOTALS				\$542,796			\$142,916			
OTHER STAFF SUPPORT COSTS										
25	COMPUTERS, MIS, WEBSITE SUPPORT			\$26,221			in rates			
26	VEHICLES			\$9,776			in rates			
27	PM OFFICE SPACE / SUPPLIES			\$157,936			\$3,000			
SUBTOTAL				\$193,933			\$3,000			
GILBANE BASIC SERVICES ESTIMATED TOTALS				\$736,729			\$145,916			
TOTAL OPTIONAL SERVICES										
TOTAL GILBANE PM SERVICES				\$736,729		Total	\$145,916			
less credit			\$	(100,539)						
TOTAL AMENDED GILBANE PM SERVICES				\$636,190						

**FOURTH AMENDMENT TO AGREEMENT
FOR CONSULTANT SERVICES DATED AUGUST 10, 2016
BY AND BETWEEN THE CITY OF NEW HAVEN BOARD OF EDUCATION
("OWNER") AND GILBANE BUILDING COMPANY
("CONSULTANT")**

A19- 0904

**EXECUTED
ORIGINAL**

Any FOURTH AMENDMENT dated as of the 7th day of _____, 2019 by and between the City of New Haven Board of Education of 54 Meadow Street, New Haven, Connecticut 06519 ("Owner") and Gilbane Building Company of 7 Jackson Walkway, Providence, RI 02903.

WHEREAS, the Owner and the Consultant entered into an agreement dated August 10, 2016 ("Agreement", A16-0914), Amendment #1 (A17-0080), Amendment #2 (A17-0774) and Amendment #3 (A18-0722) for the provision of commissioning services in connection with the School Construction Program ("Project"); and

WHEREAS, the Owner has requested the Consultant to provide additional services to the project.

NOW THEREFORE, the parties hereto do hereby agree as follows:

1. Additional Compensation: In exchange for the additional services to be provided by the Consultant, the Owner agrees to pay the Consultant an amount not to exceed Seven Hundred Thirty Six Thousand, Seven Hundred Twenty Nine Dollars and No Cents (\$736,729.00). The Consultant acknowledges, agrees and confirms that in accordance with the terms of the Agreement, the Consultant shall not be entitled to any compensation in excess of the Additional Compensation referenced herein.
2. Not to Exceed: This additional payment will result in an increase of the Contract value from Five Million, Ninety Thousand, Seven Hundred Sixteen Dollars and No Cents (\$5,090,716.00) to a new Contract Value not to exceed Five Million, Eight Hundred Twenty Seven Thousand, Four Hundred Forty Five Dollars and No Cents (\$5,827,445.00).
3. Additional Services: In exchange for the additional payment described in the preceding paragraph, the Consultant agrees to provide the additional services as indicated in Exhibit A and B attached to this Agreement and fully incorporated herein.
4. No Waiver: Except as specifically described in this Amendment, nothing in this Agreement shall be construed as a waiver by the Board of any of the provisions of this Agreement.

5. Effectiveness: On and after the date hereof, each reference in the Agreement to "the Agreement," "this Agreement", "hereunder," "hereof," "herein," or words of like import shall mean and be in reference to the Agreement as amended.
6. Survival: Except as otherwise amended herein, the Agreement shall remain in full force and effect. Subject to the amendment specifically described herein, the Consultant and the Board hereby ratify and confirm the remaining provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed three (3) counterparts of this Agreement as of the day and year first above written.

WITNESS

Francis S. Cottrill
Thomas Smith

NEW HAVEN BOARD OF EDUCATION

Darnell Goldson
President, Board of Education

WITNESS

Jean Roberts
Francis S. Cottrill

GILBANE BUILDING COMPANY

(Ben R. Hawley, Vice President)
Duly Authorized

Approved as to Form and Correctness

Stacy Lynn Werner
Stacy Lynn Werner
Senior Assistant Corporation Counsel

THE CITY OF NEW HAVEN

BUREAU OF PURCHASES
200 Orange Street

New Haven, Connecticut 06510
(203) 946-8201 - FAX (203) 946-8206



DISCLOSURE & CERTIFICATION AFFIDAVIT

CONTRACTOR/VENDOR NAME	Gilbane Building Company
CONTRACTOR/VENDOR ADDRESS	7 Jackson Walkway, Providence, RI 02903
TELEPHONE /FAX	860 368-5100
CONTACT/E-MAIL ADDRESS	JOHN HAWLEY – JHAWLEY@GILBANECO.COM
AGREEMENT FOR:	SCHOOL CONSTRUCTION PROGRAM
SOLICITATION TITLE & NUMBER, IF APPLICABLE	

For the purposes of this Disclosure and Certification Affidavit, the following definitions apply:

- (a) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (b) "Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (c) "City" means any official agency, board, authority, department office, or other subdivision of the City of New Haven.
- (d) "Affiliate Entity" means any entity listed in sections 9 or 10 below or any entity under common management with the Contractor.

State of	Connecticut	County of	New Haven	Ss.
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I, John Hawley (type or print your name above) being first duly sworn, hereby deposes and says that:

1.	I am over the age of 18 and understand the obligations of making statements under oath; I understand that the City of New Haven is relying on my representations herein.
2.	I am the corporate secretary or majority owner (including sole proprietorship) of <u>GILBANE BUILDING COMPANY</u> OR I am an individual and my name is <u>Robert Lynn John Hawley</u> (Insert Company Name above OR, if an individual, type your name above)
3.	I am fully informed regarding the preparation and terms of the above referenced agreement (the "Agreement") and of all pertinent circumstances related thereto.
4.	(Please select the applicable representation(s) regarding taxes or, if none of the below are accurate, attach an explanation of the status of the relevant tax obligations to this Affidavit): <u>X</u> As required by Conn. Gen. Stat. §12-42, the Contractor (and each owner, partner, officer, authorized signatory or Affiliate Entity of the Contractor) has filed a list of taxable personal property with the City of New Haven for the most recent grand list and all taxes are current. ____ The Contractor (including any owner, partner, officer or authorized signatory thereof) is not required to file a list of taxable personal property with the City of New Haven for the most recent grand list and does not owe any back taxes to the City of New Haven, either directly or through a lease or other agreement. ____ The Contractor or an owner, partner, officer, representative, agent or Affiliate Entity of the Contractor either i) has a PILOT agreement with the City of New Haven or ii) owes back taxes and has executed an agreement with the City of New Haven to pay said back taxes in installment payments. <u>Such agreement is attached and incorporated herein by reference and the payments under said agreement are not in default.</u>
5.	Other than as may be described in section 4 above, the Contractor (including any owner, partner, officer, other authorized signatory or Affiliate Entity) does not have any outstanding monetary obligations to the City of New Haven.
6.	Please select the applicable representation about the Contractor's business registration: <u>X</u> Contractor is a Connecticut corporation, partnership, limited liability company or sole proprietorship and its Connecticut Secretary of the State Registration number is <u>93-828-23</u> ____ Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship but is registered to do business in the State of Connecticut. The Contractor's Connecticut Secretary of the State Registration number is _____

Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship and is not registered to do business in the State of Connecticut. The Contractor is registered in the State of _____ and the State business registration number is _____. Contractor has confirmed with the Connecticut Secretary of the State that the services it will provide pursuant to the Agreement do not constitute doing business in the State of Connecticut and no registration with the Connecticut Secretary of the State is required. Contractor does otherwise have the following State of Connecticut registrations, certificates or approvals relevant to the Agreement (if not applicable, state not applicable): _____

7. The following list is a list of the names of all persons affiliated with the business of the Contractor who are also affiliated with the City of New Haven. For purposes of this Affidavit, "affiliated with the business of the Contractor" includes any current or former employee (including officers) of the Contractor or any owner, board member or agent of the Contractor, or of any subsidiary or parent company of the Contractor, and "affiliated with the City of New Haven" means any employee, agent, public official, board member, commissioner or any other person serving in an official capacity for or on behalf of the City of New Haven. If none state none. Use additional sheet if necessary (must be on company letterhead and notarized):

Name	City Affiliation Role & Time Frame	Contractor Affiliation Role & Time Frame	DOB
1 None			
2			

8. The following list is a list of all contracts in which either the Contractor, any person affiliated with the business of the Contractor or an Affiliate Entity of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

Name of Contractor or Affiliate	Affiliation (if applicable)	Contract Number	DOB
1 None			
2			

9. The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

Organization Name	Address	Type of Ownership
1 None		
2		

10. The following persons and/or entities possess an ownership interest in the Contractor. If the Contractor is a corporation, list the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

Name	Title	% of Ownership	DOB
1 None			
2			

11. If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 Gilbane Building Co.	Rhode Island	Providence, RI
2		

I hereby certify that I am duly authorized to sign this Affidavit and that the person who will sign the Agreement with the City on behalf of the Contractor will be duly authorized to execute the same. I hereby further certify that the statements set forth above are true and complete on the date hereof and that I, or another authorized individual of the Contractor, will promptly inform the City, in writing, if any of the information provided herein changes or is otherwise no longer accurate at any point during the execution of the above referenced Agreement. I understand that any incorrect information, omission of information or failure of the Contractor to update this information, as described in the foregoing sentence, may result in the immediate termination of any and all agreements the Contractor has with the City of New Haven and disqualification of the Contractor to further contract with the City.

(Signed) [Signature] Vice President
Title:

Subscribed and sworn to before me this 29th day of June 2020

[Signature]
(Title)

My commission expires 4/30/23



THIS FORM MUST BE NOTARIZED

(This form shall be updated if the Agreement contemplated hereby is not executed within six months of the date hereof.)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/19/2020

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 have **ADDITIONAL INSURED** provisions or 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).

PRODUCER Alliant Insurance Services, Inc. 131 Oliver Street, 4th Floor Boston, MA 02110		CONTACT NAME: Stephen Turner PHONE (A/C, No, Ext): 617-535-7249 E-MAIL ADDRESS: sturner@alliant.com		FAX (A/C, No): 617-535-7205
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Travelers Indemnity Company		25658
INSURED Gilbane Building Company 7 Jackson Walkway Providence, RI 02903		INSURER B: Charter Oak Fire Insurance Com		25615
		INSURER C: Travelers Indemnity Company of		25666
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 590270310

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	VTC2KCO - 2E970978 - 20	6/30/2020	6/30/2021	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	VTECAP - 2E97098A - 20	6/30/2020	6/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	VTC2OUB - 3P809062 - 20 VTROUB - 3P811961 - 20	6/30/2020 6/30/2020	6/30/2021 6/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Gilbane Project #11-2445, Program Management for New Haven Board of Education.
City of New Haven and New Haven Board of Education are included as Additional Insureds as required by written contract and executed prior to a loss, but limited to the operations of the Insured under said contract, with respect to the Automobile and General Liability policies. A Waiver of subrogation applies in favor of above mentioned additional insureds with respect to insured operations where required by written contract but limited to the operations of the Insured under said Contract and executed prior to a loss, with respect to the Automobile, General Liability and Workers Compensation policies. It is further agreed that the General Liability each occurrence/aggregate is written on a per project basis for School Construction Program.

CERTIFICATE HOLDER

CANCELLATION

New Haven Board of Education Attn: School Construction 54 Meadow Street 8th Floor New Haven CT 6519	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 

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