

# Town of Hudson

78 Main Street, Hudson, MA 01749  
Tel: (978) 562-9963 Fax: (978) 568-9641



July 13, 2022

**\*\*\*BID PROPOSAL TIMELINE EXTENDED TO JULY 20, 2022 AT 11:00AM\*\*\***

Town of Hudson  
INVITATION TO BID  
Animal Control Services

Sealed proposals will be received at the Office of the Chief of Police at the Hudson Police Station at 911 Municipal Drive, Hudson, MA 01749 until 11:00 AM on Friday, July 8, 2022 for the purpose of providing Animal Control Services for the Town of Hudson. At that time and place, said proposals shall be publicly opened. Each proposal shall be plainly endorsed on the outside, thereof; Proposal for Animal Control Services. Specifications and instructions to Bidders may be obtained from the Office of the Police Chief by email [cbishop@townofhudson.org](mailto:cbishop@townofhudson.org), at the above-mentioned address or by phone at (978) 562-7122.

## CONTRACT REQUIREMENTS

### **1. LIABILITY**

The Contractor shall defend, indemnify, and save harmless the town and its officers and agents from all claims, demands, payments, suits, action, recoveries and judgments of every description, whether or not well founded in law, brought or recovered against it, by reason of any act or omission of said contractor, their agents or employees, in the execution of the contract or in consequence of insufficient protection, or for the use of any patented invention by said contractor, and a sum sufficient to cover aforesaid claims may be retained by the Town from moneys due, or to become due to the contractor under this contract, until such claims shall have been discharged or satisfactorily secured. The contractor herein agrees to assume and save the Town, its officers and agents harmless from liability of any kind or nature whatsoever, arising out of the use by any living creature of any appliance, apparatus or mechanism, which may be furnished installed, and/or maintained by the contractor under the terms of this contract including patent or copyright infringement, and to defend the Town from any and all such liabilities whether or not such claims are founded in law.

### **2. LICENSE FEES:**

The contractor shall pay all license fees and/or registration fees necessary for any vehicle, structure and/or apparatus not owned by the Town and used by the contractor, to fulfill the conditions or the contract and specifications.

### **3. DURATION OF CONTRACT AND TAXES**

The duration of the contract shall be for three years, and shall include all materials, equipment, and/or services ordered or delivered during the period. All prices quoted shall be for a definite fixed price unless otherwise specified in the Special Provisions section, which price shall exclude Federal, State and other taxes to the extent that municipalities are exempt. The Town reserves the right to cancel this contract, should services rendered not meet the requirements of this contract, upon a vote by the Board of Selectmen and written notice to the contractor. Payments obligated under this contract in years two and three shall be subject to appropriation.

### **4. PAYMENT OF INVOICES**

Payment will be made to the contractor bimonthly for the services rendered in the preceding two week period, with the first payment to be made September 15, 2019 provided all terms of the contract have been fulfilled to the full and complete satisfaction of the Executive Assistant of the Town of Hudson.

### **5. ASSIGNMENT OF CONTRACT**

The contractor shall not assign, transfer, convey, sublet or otherwise, dispose of said contract, or his or her right, title or interest in or to the same, or any part thereof, without previous consent in writing from the Board of Selectmen, endorsed on or attached to the contract.

## **6. PURCHASES**

After a contract is signed it shall only become operative on September 1, 2019 upon the delivery to the contractor of an order signed by the Board of Selectmen and certified as to available funds by the Executive Assistant and the Director of Finance, and the Town shall only be obligated under the contract to the extent of such orders. The Town shall not be liable for any claims in the event that services or materials ordered under this contract should prove to be greater or less than the amount herein estimated.

## **7. WORKMEN'S COMPENSATION**

The contractor shall comply with the State Law, known as the Workmen's Compensation Act, and shall pay into the State Insurance Fund the necessary premiums required by the Act to cover all employees working under the control of the contractor, and shall relieve the Town from any costs due to accidents or other liabilities mentioned in said Act. They shall also furnish evidence of same at the time of delivery of the contract, and at such other times as may be requested. The official certificate of receipt showing that the payments herein before referred to have been made.

## **8. INSURANCE**

Automobile liability insurance with limits of \$100,000 and \$300,000 coverage will be required for any vehicle used by the successful contractor to fulfill the conditions of the contract. Evidence of such Coverage must be submitted on certificates issued by the insurance carrier for all applicable vehicles. Other liability insurance shall be provided as required by the attached Town policy.

## **9. DESCRIPTIVE MATERIALS**

Contractors shall submit descriptive material thoroughly describing the equipment, vehicles and/or facilities to be used by the contractor.

## **10. BEGINNING DATE**

The contractor shall begin providing the services outlined in this contract on September 1, 2019. All equipment and/or facilities to be used by the contractor will be in operation by that date.

## **11. SUBMISSION OF AN INDIVIDUAL FOR APPROVAL AS A DEPUTY**

The successful contractor will submit an individual for approval by the Executive Assistant as Deputy Dog Officer Deputy Pound Keeper and Deputy Animal Inspector. It is understood that in case of emergency and scheduled vacations of said Dog Officer, Pound Keeper and Animal Inspector, that they will be responsible for a suitable replacement thereof, said replacement will also be subject to approval by the Executive Assistant. Payments for all such services by the substituting Deputy Dog Officer, Deputy Pound Keeper and/or Deputy Animal Inspector shall be paid by the Dog officer Pound Keeper and Animal Inspector out of funds received under their contract.

## **12. EQUIPMENT MAINTENANCE**

All equipment used by the contractor will be maintained by them and shall be kept in good working condition.

## **13. SERVICES TO BE PERFORMED**

A) As the Animal Control Officer, you shall:

Pickup and / or dispose of any stray not legal dog or other animal that is found dead within the Town ways at his earliest opportunity.

Pickup and treat or if necessary dispose of any stray dog or other stray domestic animal that is injured, maimed, or diseased within the Town ways in a humane manner.

Pickups strays and dispose of same, after 7 – 24 hour period per state law in a humane manner, if an owner cannot be located or a buyer found.

Enforce the Town's 24-hour leash law.

Handle all matters and complaints pertaining to dogs.

Keep records of the number of complaints, fines, citations issued and other information necessary to complete the attached forms relating to dogs.

Attend Selectmen's and Court hearings upon direction by the Executive Assistant or the Police Chief as well as initiate action in District Court to enforce laws pertaining to animal control.

Investigate all complaints relating to dogs and or other domestic animals.

Respond to emergencies or unusual situations, which would include, but is not limited to, injured animals, and situations relating to dogs or other animals which pose a serious and immediate threat to property or public safety (see attached Protocol).

Transport animals to the kennel or other facility to be used as a Town Pound.

Complete reports relating to dogs (attached).

Enforce dog licensing.

Cooperate with County Dog Officers if requested (Mutual Aid).

Set up the equipment needed for the Annual Rabies Clinic and manage the Clinic.

Return to the Town all fines, citations, pound fees and other charges collected by the contractor and owed to the Town on a daily basis.

B) As Pound Keeper you shall:

Feed and shelter all dogs and other animals in his care and attempt to locate owners and give or sell dogs to new owners if the owner cannot be located (all prospective owners will be approved by the Dog Officer).

Keep records of the number of dogs and other animals disposed of by him their owners, the amount of pound fees collected and any other information not recorded by the Police Department and necessary to complete the attached forms relating to dogs (information on the disposal of dogs and other animals are to be sent monthly to the Town Clerk and the Police Chief or his designee).

C) As Animal Inspector you shall:

Prepare and submit a complete barn inspection list to the DAR in December of each year which includes the names of all owners of animals other than dogs harbored in the Town, the number of such animals owned by each and the type of animal owned.

Prepare and submit a list to the Police Chief or his designee, which includes the number and type of animals killed by dogs.

Prepare and dispense as necessary any forms relating to animals other than dogs.

## **SPECIAL PROVISIONS**

1. The contractor must provide their own vehicle. Any vehicle used by the Dog Officer to fulfill the requirements of this contract shall clearly designate that the vehicle is the official vehicle of the Dog officer of the Town of Hudson. The vehicle shall be covered and adequate to transport, in a safe manner, at least two (2) dogs. The adequacy of the vehicle to be used shall be subject to the determination of the Police Chief. The approval of the Police Chief must be obtained for any vehicle to be used by said Dog officer in fulfillment of this contract. The contractor will provide all maintenance and fuel required in the use of the said vehicle.
2. The contractor will provide their own equipment to efficiently carry out the duties required in this contract. This would include a two-way radio for communications with public safety officers, cages, poles, protective gloves, and other such animal control equipment.
3. The contractor will provide forty (40) hours animal control between the hours of 8:00 AM and 9:00 PM, divided equally between any five (5) days per week, plus emergency calls (outlined in Protocol attachment). A weekly schedule of work hours will be submitted to the Police Chief or his designee one week in advance of the work week involved. The contractor will check in at the Police Department at the beginning and the end of each day worked. The Police Chief or his designee shall be notified two (2) weeks in advance of taking any time off for vacations. Contractor is responsible for assuring coverage during any absences. During Legal Holidays, the Town does not except coverage except for emergencies (outlined in Protocol attached).

## **MINIMUM QUALIFICATIONS REQUIRED**

(State Certification applicable/required per State Law)

1. Three years experience in dog training, pound management or related area.
2. One year experience in law, code or regulatory enforcement.
3. High School Diploma or GED.
4. Valid Massachusetts Drivers License and safe driving record.
5. Prior experience in public speaking or giving of legal testimony.
6. Prior experience with veterinary medicine preferred.
7. Knowledge of Rabies and resources to sponsor an annual rabies clinic required.

**TOWN OF HUDSON**  
**INSURANCE REQUIREMENTS FOR OUTSIDE CONTRACTORS**

1. All contractors working for the Town shall provide a Certificate of Insurance indicating coverage for Worker's Compensation, in accordance with state regulation. The certificate shall name the Town as an additional insured,
2. All contractors engaged in contracts in excess of \$10,000 shall provide the Town with a Certificate of Liability Insurance for a minimum of One Million Dollars, naming the Town of Hudson as additional insured,
3. Contractors engaged in work valued between \$5,000 and \$10,000 shall provide the Town with a Certificate of Liability Insurance for a minimum of \$500,000 naming the Town of Hudson as additional insured,
4. Contractors engaged in projects valued at less than \$5,000 shall carry an appropriate amount of liability coverage, which shall be determined by the department head procuring the service.
5. Copies of the Workers' Compensation Certificates and the Liability Insurance Policies must be presented by the successful bidder before any contract is issued.

**EMERGENCY PROTOCOL**  
**REGARDING THE DOG OFFICER**

AN EMERGENCY IS AS FOLLOWS:

A call is deemed as an Emergency if it involves vicious dog, dog bite, dog packs, dogs attacking persons or livestock, rabid animals or domestic animals hit by a vehicle.

RESPONSE TIME

The Response Time by the Animal Control Officer, or by the Acting Animal Control Officer, shall be done in a timely manner, not to exceed two (2) hours after receiving the initial notification.

NON-EMERGENCY CALLS

Non-Emergency calls shall be referred to the Dog Officers' Answering Machine, which shall be answered on the next working day.



## **SCHEDULE OF PAYMENTS**

For the period September 1, 2019 to August 31, 2020, there shall be monthly payments amounting to \$52,130.52 to be paid in 12 equal payments beginning September 15, 2019 in the amount of \$4,344.21.

For the period September 1, 2020 to August 31, 2021, there shall be monthly payments amounting to \$52,912.48 to be paid in 12 equal payments beginning September 15, 2020 in the amount of \$4,409.37.

For the period September 1, 2021 to August 31, 2022, there shall be monthly payments amounting to \$59,706.13 to be paid in 12 equal payments beginning September 15, 2021 in the amount of \$4,475.51.

# Town of Hudson

## Standard General Contract



**Contract for:**



**Company name**

**Address**

**Address**

### TABLE OF CONTENTS:

RECITALS .....	2
ARTICLE I .....	2
ARTICLE II .....	2
ARTICLE III .....	3
ARTICLE IV .....	3
ARTICLE V .....	3
ARTICLE VI .....	3
ARTICLE VII .....	3
ARTICLE VIII .....	4
ARTICLE IX .....	4
ARTICLE X .....	5
ARTICLE XI .....	5
ARTICLE XII .....	5
ARTICLE XIII .....	5
EXHIBIT A	
EXHIBIT B	
EXHIBIT C	
EXHIBIT D	
EXHIBIT E	
EXHIBIT F	
EXHIBIT G	
EXHIBIT H	
EXHIBIT I	

# TOWN OF HUDSON

## STANDARD GENERAL CONTRACT

### *PROVISION OF MASTER PLAN SERVICES*

Agreement made this \_\_\_\_\_ day of April, 2012 by and between the Town of Hudson, a duly existing municipal corporation in the Commonwealth of Massachusetts, through its duly elected Board of Selectmen with no personal liability to themselves herein after referred to as the "Town" and \_\_\_\_\_, a duly formed corporation, herein after referred to as the "Contractor."

### *RECITALS*

WHEREAS the Contractor will furnish the Town with \_\_\_\_\_;

WHEREAS the Town desires to purchase such goods and/or services from Contractor in a timely manner and;

WHEREAS it was one of the conditions of the award of the contract that a formal agreement should be executed, by the Contractor and the Town, evidencing the terms of the award;

NOW THEREFORE in consideration of the mutual covenants contained the parties agree as follows:

### *ARTICLE I*

Contractor shall furnish Town with \_\_\_\_\_, subject to and in compliance with all conditions, covenants, stipulations, terms and provisions contained in the Request for Proposal Specifications, Instructions to Bidders and related documents all of which is attached hereto as Exhibit "A" and incorporated herein by reference. Contractor shall provide these materials or services for the sum equal to the aggregate purchase price of the goods and professional services to be furnished by Contractor at the prices and rates specified in the Contractor's proposal also attached hereto as Exhibit "B" and incorporated herein by reference.

### *ARTICLE II*

Contractor acknowledges that reliability of service is essential in this agreement with the Town, and agrees to adhere faithfully to the scope of services as described in the bid documents. In addition to any other warranties or guarantees attached hereto, Contractor warrants that the goods, items or materials which are the subject matter of this contract are fit for the use and purpose intended.

### ***ARTICLE III***

Contractor covenants and agrees to faithfully perform all of its obligations under this agreement and the incorporated documents hereto. Said performance shall be in a professional and workmanlike manner and in accordance with the standard of care and conduct that is generally acceptable in the business or profession. Further, Contractor shall complete and sign all forms attached herein as Exhibits "C-F".

### ***ARTICLE IV***

A. The contractor warrants that (1) the goods sold are merchantable, (2) that they are fit for the purpose for which they are being purchased, (3) that they are absent any latent defects and (4) that they are in conformity with any sample which may have been presented to the Town.

B. The Contractor guarantees that upon inspection, any defective or inferior goods shall be replaced without additional costs to the Town. Contractor will assume any additional costs accrued by the Town due to the defect or inferior goods.

C. The Contractor guarantees all goods for a period of one (1) year provided that if any express or implied warranties exist of a term greater than one (1) year, then such warranties will supersede the one (1) year warranty specified herein.

### ***ARTICLE V***

Contractor certifies the suitability, professionalism, and capability of all individuals employed to furnish services as specified herein by Contractor and in any documents incorporated herein by reference.

### ***ARTICLE VI***

The Town agrees to faithfully pay the Contractor, when due and payable, and under the terms of all such incorporated documents and instruments to this agreement, all such contracted sums.

### ***ARTICLE VII***

The term of this contract shall be through \_\_\_\_\_, 2014. (Insert renewal provisions if applicable.)

## *ARTICLE VIII*

1. Termination for Cause: If through any cause, one party shall fail to fulfill in timely and proper manner, its obligations under this Agreement, or if one party shall violate one of the covenants, agreements, or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement hereunder by giving written notice of such termination. In case of termination, all finished and unfinished documents shall become the property of the Town.

In the event of termination, the Contractor shall be compensated payment of an amount equal to the services or goods provided by the Contractor as of the date of termination.

2. Termination for Convenience: The Town may terminate this Agreement at any time for any reason, upon submitting to Contractor thirty (30) days prior written notice of its intention to terminate. Upon receipt of such notice, Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the termination notice. Contractor shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.

3. Return of Property: Upon termination, Contractor shall immediately return to the Town without limitation, all documents, plans, drawings, tool and items of any nature whatever, supplied to Contractor by the Town to Contractor in accordance with this Agreement.

4. Production of Documents: All records, documents, data, reports or other material, regardless of form or finish, produced by the Contractor as a result of services provided hereunder, are work for hire, and shall become the property of the Town upon creation. The Contractor may not assert any right, title or interest in any product produced under this Agreement.

The Town may request at any time during and/or after the termination of the Agreement any records, documents, data, reports or other materials produced by the Contractor under this Agreement.

## *ARTICLE IX*

Nothing contained herein shall be construed as a joint venture between the Contractor and the Town. In this regard, Contractor shall be deemed for all purposes herein to be an independent contractor. Contractor is required to sign the Certificate of Non-Collusion (Exhibit C).

## ***ARTICLE X***

Contractor shall maintain the following types of insurance in full force and effect during the term of this Agreement and any renewals hereof. Copies of the Worker's Compensation Certificates and the General Liability and Vehicle Insurance Policies are to be furnished to Executive Assistant in advance of commencement of work and reviewed by the Town on an annual basis.

A. All contractors working for the Town shall provide a Certificate of Insurance indicating coverage for Worker's Compensation, in accordance with minimum statutory coverage pursuant to Massachusetts General Laws.

B. All contractors engaged in contracts in excess of \$10,000 shall provide the Town with a Certificate of Comprehensive General Liability Insurance for a minimum of One Million Dollars (\$1,000,000), with complete operators coverage naming the Town of Hudson as additional insured.

C. Contractors engaged in work valued between \$5,000 and \$10,000 shall provide the Town with a Certificate of Liability Insurance for a minimum of \$500,000 naming the Town of Hudson as additional insured.

D. Contractors engaged in projects valued at less than \$5,000 shall carry an appropriate amount of liability coverage, which shall be determined by the department head procuring the service.

E. Motor vehicle liability insurance in the minimum of \$500,000.00 per accident.

## ***ARTICLE XI***

The Contractor agrees to take all necessary precautions to prevent injury to any persons or damage to property during the term of this Agreement and shall indemnify and save the Town harmless against all losses and expenses resulting in any way, from any negligent or willful act or omission on the part of the Contractor, its agents, employees or sub-contractors or resulting directly or indirectly from Contractor's performance under this Agreement.

## ***ARTICLE XII***

This Agreement sets forth the entire Agreement and understanding between the parties and may be amended, modified or waived in whole or part only by a subsequent writing executed by both parties hereto. Nothing herein shall be construed as permitting either party to assign any interest, benefit or obligation contained herein without the express written consent of the parties hereto.

## ***ARTICLE XIII***

If any term, provision, paragraph or word is determined to be illegal, unconstitutional or otherwise unenforceable by a court of competent jurisdiction, then the remaining provisions contained herein shall remain in full force and effect between the parties.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals to this agreement on the day and date first above specified.

**TOWN OF HUDSON  
(By its Executive Assistant):**

---

Thomas Moses Date

**CONTRACTOR:**

---

Name Print Title Date

(Corporate seal if applicable)

*EXHIBIT A*

**Full RFP Package**

SAMPLE



*EXHIBIT B*

**Contractor's Proposal**

SAMPLE

## EXHIBIT C

### Certificate of Non-Collusion

#### *Chapter 30B, § 10*

“The undersigned certifies under penalties of perjury that this proposal or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.”

---

*Individual or Corporate Name of Proposer*

---

*Signature of Authorized Agent*

---

*Printed Name of Authorized Agent*

---

*Title*

---

*Date*

Form must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. The Proposal must indicate the responsible entity.

Contractors should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

***EXHIBIT D***

**Certificate of Tax Compliance**

Pursuant to Massachusetts General Law Chapter 62C, § 49A, I hereby certify under penalties of perjury that I have, to the best of my knowledge and belief, filed all state tax returns and paid all state taxes required under law.

\_\_\_\_\_  
*Social Security or Federal I.D. Number*

\_\_\_\_\_  
*Signature: Individual or Corporate Officer*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

**Please Print:**

\_\_\_\_\_  
Corporate Name (as used for tax filing)

\_\_\_\_\_  
Address

\_\_\_\_\_  
P.O. Box

\_\_\_\_\_  
City, State, Zip Code

\* Your Social Security Number or Federal Identification Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Proposers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of M.G.L. Ch. 62C, § 48A.

Form must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. The Proposal must indicate the responsible entity.

Contractors should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

***EXHIBIT E***

**Certificate of Authority  
Meeting of Board of Directors**

At a meeting of the Directors of the \_\_\_\_\_ duly called  
(Corporation)

and held at \_\_\_\_\_ on the \_\_\_\_\_ day of

\_\_\_\_\_, in the \_\_\_\_\_ year at which a quorum was present and acting, it

was voted, that \_\_\_\_\_ the \_\_\_\_\_ of this  
(Name) (Title/position)

Corporation is hereby authorized and empowered to make, enter into, sign, seal and deliver,  
on behalf of this Corporation a Proposal and subsequent Contract for

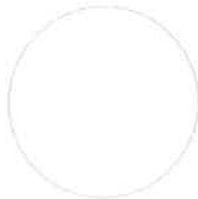
\_\_\_\_\_  
(brief description)

with the Town of Hudson, and any performance and payment bonds (each in the amount of the  
Contract) in connection with such Contract, if applicable.

*I hereby certify that the above is a true and correct copy of the record, that said vote has  
not been amended or repealed and is in full force and effect as of this date, and that*

\_\_\_\_\_ is a duly elected \_\_\_\_\_ of

*this Corporation.*



\_\_\_\_\_  
If a corporation, attach  
certificate of vote or apply  
corporate seal here)

\_\_\_\_\_  
Clerk or Secretary of the Corporation

***EXHIBIT F***

**EQUAL OPPORTUNITY CERTIFICATION**

Pursuant to 28 CFR Part 42.204 (d), I certify that my employment practices comply with Equal Opportunity Requirements and complies with 28 CFR Part 42.202.; that my organization complies with the Americans with Disabilities Act.

---

*Individual or Corporate Name of Proposer*

---

*Signature of Authorized Agent*

---

*Printed Name of Authorized Agent*

---

*Title*

---

*Date*

Form must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. The Proposal must indicate the responsible entity.

Contractor should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

*EXHIBIT G*

**Certificate of Insurance**

SAMPLE

*EXHIBIT H*

**Wage Rates &  
Compliance Forms**

SAMPLE

***EXHIBIT I***

**LABOR HARMONY AND OSHA TRAINING  
CERTIFICATION**

The undersigned certifies that:

1. We are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
2. All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
3. All employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

---

Signature: Individual or Corporate Officer

---

Date