

RESOLUTION NO. 613

A RESOLUTION APPROVING THE BID PROCESS; ACCEPTING THE LOW QUALIFIED BID; AWARDING THE CONTRACT TO THE LOW QUALIFIED BIDDER; VERIFYING FUND AVAILABILITY; AUTHORIZING THE EXPENDITURE OF FUNDS AND AUTHORIZING STAFF TO APPROVE ALL MONTHLY PAYMENTS FOR THE 95TH STREET WATER LINE EXTENSION PROJECT.

WHEREAS, sealed bids were received prior to 3:00 p.m. Pacific Daylight Savings Time, Thursday, May 21, 1987, at Wilsonville City Hall, 30000 S. W. Town Center Loop East, Wilsonville, Oregon 97070. Bids were then opened individually and separately and read aloud after 3:00 p.m. Pacific Daylight Savings Time on May 21, 1987, and are listed in the attached Exhibit "A"; and

WHEREAS, Dick Drinkwater, the City Engineer for the City of Wilsonville, has reviewed all bids received for completeness, additions and omissions and therefore acknowledges C & M Construction, Inc., as the bidder with the lowest qualified bid amount as shown in Exhibit "A", attached hereto and incorporated as if fully set forth herein; and

WHEREAS, the City Engineer recommends the award of the contract for the 95th Street Water Line Extension Project to C & M Construction, Inc., for a total bid price of One hundred, forty-nine thousand, six hundred forty-four dollars and eight cents (\$149,644.08); and

WHEREAS, the Finance Director has reviewed the fund to which expenditures will be accounted to, and has verified that funds are available to complete this project; and

WHEREAS, in order to assure that the contractor's engineers and other contractual services provided and payments required for the 95th Street Water Line Extension Project receive prompt payment for monthly work performed, the City Engineer shall approve all monthly payments as herein provided.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Wilsonville that:

1. The City Council acknowledges that all bids were received, publicly opened and approved as being completed for consideration for award according to the provisions of Oregon Revised Statutes 279.025, "Requirements of Advertisement".

2, The acceptance of the contract of the lowest qualified bidder, and awarding the contract to the lowest qualified bidder.

NAME	<u>C &amp; M Construction, Inc.</u>
ADDRESS	<u>13805 S. W. Tualatin-Sherwood Road</u> <u>Sherwood, Oregon 97045</u>
PHONE NO.	<u>625-5289</u>

For a total bid price of: \$149,644.08

For a project known as: The 95th Street Water Line  
Extension Project

3. Authorize the expenditure of funds for this contract from:

ACCOUNT NO.

AMOUNT

3-56-7453000

\$149,644.08

TOTAL: \$149,644.08

Engineering, other contractual services and other payments shall come from Account No. 3-56-7453000. All amounts listed in Exhibit "A" are based on a combination of lump sum and estimated unit price bids. Final amounts of estimated unit prices may vary.

4. The Finance Director, by his signature below, has verified that funds are available in the account number mentioned in Item #3 above, for payment of all billing for this project.

Ray Shortt                      5-21-87  
Finance Director                      Date

5. All payments for monthly construction billings or services during construction billings, shall be approved by the City Engineer or duly authorized representative. All change orders shall be approved by the City Council, prior to payment; all field changes shall be approved by the City Engineer, or duly authorized representative, prior to payment of field changes.

6. The final payment shall not be paid until the City Council has authorized said payment to be made.

ADOPTED by the City Council of the City of  
Wilsonville at a special meeting thereof the 22<sup>nd</sup> day of May,  
1987 and filed with the Wilsonville City Recorder this same date.

William E Stark

WILLIAM E. STARK, Mayor

ATTEST:

Vera A. Rojas

VERA A. ROJAS, City Recorder

SUMMARY OF VOTES:

Mayor Stark	<u>AYE</u>
Councilor Gardiner	<u>ABSENT</u>
Councilor Clarke	<u>AYE</u>
Councilor Edwards	<u>AYE</u>
Councilor Stokes	<u>ABSENT</u>

**EXHIBIT "A"**

**95TH STREET WATERLINE EXTENSION - PHASE I.**

**RESULTS OF BID OPENING:**

**3:00 P.M., MAY 21, 1987  
WILSONVILLE CITY HALL  
COUNCIL CHAMBERS**

**BIDS SUBMITTED BY:**

**BID AMOUNT:**

C & M Construction, Inc.  
13805 S.W. Tualatin Sherwood Rd.  
Sherwood, OR 97140

\$ 149,644.08

Bonstan Construction Company  
P.O. Box 32  
Clackamas, OR 97015

\$ 158,927.00

H & R Utility Contractors  
20205 S.W. Blanton  
Aloha, OR 97007

\$ 163,496.22

Alliance Corporation  
P.O. Box 153  
Gladstone, OR 97027

\$ 175,976.00

Intertec Construction Company  
8835 S.W. Canyon Lane  
Portland, OR 97225

\$ 192,300.00

Jim Smith Excavating  
P.O. Box 429  
Oregon City, OR 97045

\$ 205,382.77

Bones Construction Company  
3508 S.W. 29th  
Aloha, OR 97007

\$ 216,145.92

RECEIVED  
MAY 18 1987  
CITY OF WILSONVILLE

Mr. Dick Drinkwater  
City Engineer  
CITY OF WILSONVILLE  
30000 S.W. Town Center Loop E  
P.O. Box 200  
Wilsonville, OR 97070

Dear Dick:

With regard to the construction of the south section of water line to serve our distribution site, I would like to convey the following points:

1. NIKE hereby grants approval for the contractor to perform appropriate clearing work on our property to construct the 12" line with the condition that Fred Van Domelen approve any planned clearing in advance.
2. Upon completion of construction NIKE will grant a fifteen foot wide permanent easement following the water line across our property.
3. Lastly, when the water line construction bids have been received, approved and accepted by the City of Wilsonville and NIKE, and the winning bid awarded, NIKE will provide the funds necessary to cover the cost of construction.

Dick, I assume this accommodates your requirements. If not, please give me a call.

Best regards,

  
Jim Robison  
Director of Administration

cc: George Porter  
Bob Strasser  
Fred Van Domelen  
Doug Hardesty  
Dirk Koopman

1280f

NIKE, Inc. • 3900 S.W. Murray Blvd. • Beaverton, Oregon 97005  
(503) 641-6453 • TWX: (310) 474-2085 • TELEX: 71474-2085  
Cable: BRSINC • Fax: (503) 641-0731

**PROPOSAL**

**95TH STREET WATERLINE EXTENSION  
PHASE I**

TO: CITY OF WILSONVILLE:

This proposal is submitted as an offer by the undersigned to enter into contract with the Owner to furnish all labor, tools, equipment and materials and perform all work for the 95TH STREET WATERLINE EXTENSION PHASE I, Wilsonville, Oregon, in strict accordance with the plans, specifications and all contract documents, in consideration of the following amounts on the hereto attached Schedule of Prices, and agrees that upon written acceptance of this bid, he will within one (1) calendar day of receipt of such notice, execute a formal contract agreement with Owner, and that he will provide the following bonds or guarantee: A corporate surety performance bond and corporate surety payment bond in the amount of 100% of the awarded contract, liability and property damage insurance and other bonds, permits, licenses, etc., as required in the contract documents.

The undersigned agrees that if awarded the contract, he will commence work within one (1) calendar day after the date of receipt of written notice to proceed, and that he will complete all work within 10 calendar days after such notice to proceed.

The under signed declares that the provisions required by ORS 279.350 relating to prevailing wage rates shall be included in this contract.

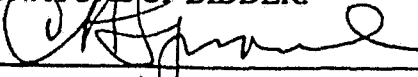
Enclosed is a bid guarantee, consisting of Bid Bond

in the amount of \$ 14,935<sup>00</sup> which is ten percent (10%) of the total bid amount.

FIRM NAME OF THE BIDDER: C+M Construction INC

13805 SW. Tanglefoot Sherwood Rd  
Sherwood Ave 97140  
(Business Address)

SIGNATURE OF BIDDER:

  
President  
(Official Title)

Dated at:

Wilsonville Ore

This 21st day of May 19 87.

**ITEM:**

**TOTAL FOR ITEM:**

- 1. **Clearing & Grubbing**, Per Lump Sum  
at the lump sum price of

Nine thousand Nine Hundred Eighty Dollars  
NO Cents  
 (\$ 9980<sup>00</sup>) Per Lump Sum

\$ 9980<sup>00</sup>

- 1.1 **Fence Removal & Replacement** 100 Lineal Feet  
at the unit price of

Five Dollars  
NO Cents  
 (\$ 5<sup>00</sup>) Per Lineal Foot

\$ 500<sup>00</sup>

- 2. **Trench Excavation, Common** 2,975 Cubic Yards  
at the unit price of

One Dollars  
NO Cents  
 (\$ 1<sup>00</sup>) Per Cubic Yard

\$ 2975<sup>00</sup>

- 3. **Rock Excavation** 250 Cubic Yards  
at the Unit Price of

One Dollars  
NO Cents  
 (\$ 1<sup>00</sup>) Per Cubic Yard

\$ 250<sup>00</sup>

- 4. **Trench Backfill**

- 4.1 **Gravel Base & Pipe Zone** 800 Cubic Yards  
at the unit price of

Eight Dollars  
NO Cents  
 (\$ 8<sup>00</sup>) Per Cubic Yard

\$ 6400<sup>00</sup>



4.2 Concrete Encasement 750 Lineal Feet -  
at the Unit Price of

Eleven Dollars

NO Cents

(\$ 11<sup>00</sup>) Per Lineal Foot

\$ 8250<sup>00</sup>

4.3 Type "A" Backfill 700 Cubic Yards  
at the Unit Price of

Eight Dollars

NO Cents

(\$ 8<sup>00</sup>) Per Cubic Yard

\$ 5600<sup>00</sup>

4.4 Type "B" Backfill 2,200 Cubic Yards  
at the Unit Price of

Eight Dollars

NO Cents

(\$ 8<sup>00</sup>) Per Cubic Yard

\$ 17600<sup>00</sup>

4.5 Type "C" Backfill 50 Cubic Yards  
at the Unit Price of

Eight Dollars

NO Cents

(\$ 8<sup>00</sup>) Per Cubic Yard

\$ 400<sup>00</sup>

5. A.C. Pavement Replacement 5 Square Yards  
at the Unit Price of

Fifty Dollars

NO Cents

(\$ 50<sup>00</sup>) Per Square Yard

\$ 250<sup>00</sup>

6. Ductile Iron Water Pipe

6.1 12" Ductile Iron Pipe 2,790 Lineal Feet  
at the Unit Price of

twenty two Dollars  
Eighty seven Cents  
(\$ 22<sup>87</sup>) Per Lineal Foot

\$ 63807<sup>30</sup>

6.2 8" Ductile Iron Pipe 162 Lineal Feet  
at the Unit Price of

Nineteen Dollars  
thirty seven Cents  
(\$ 19<sup>37</sup>) Per Lineal Foot

\$ 3137<sup>94</sup>

6.3 6" Ductile Iron Pipe 252 Lineal Feet  
at the Unit Price of

seventeen Dollars  
seventeen Cents  
(\$ 17<sup>17</sup>) Per Lineal Foot

\$ 4326<sup>84</sup>

6.4 Cast Iron Fittings

6.4a 12" X 12" X 12" Crossing 1 Each  
at the Unit Price of

Six hundred forty two Dollars  
NO Cents  
(\$ 642<sup>00</sup>) Each

\$ 642<sup>00</sup>

6.4b 12" X 12" X 8" X 8" Cross 1 each  
at the Unit Price of

Seven hundred twenty four Dollars  
NO Cents  
(\$ 724<sup>00</sup>) each

\$ 724<sup>00</sup>

6.4c 12" X 8" Tee 3 Each  
at the Unit Price of

two hundred nine Dollars

NO Cents

(\$ 209<sup>00</sup>) each

\$ 627<sup>00</sup>

6.4d 12" X 6" Tee 6 Each  
at the Unit Price of

two hundred sixty Dollars

NO Cents

(\$ 260<sup>00</sup>) each

\$ 1560<sup>00</sup>

6.4e 1/4 Degree Bend (12") 4 Each  
at the Unit Price of

one hundred forty five Dollars

NO Cents

(\$ 145<sup>00</sup>) each

\$ 580<sup>00</sup>

6.4f 1/2 Degree Bend (12") 4 Each  
at the Unit Price of

one hundred forty five Dollars

NO Cents

(\$ 145<sup>00</sup>) each

\$ 580<sup>00</sup>

6.4g 45 Degree Bend (12") 4 Each  
at the Unit Price of

one hundred forty five Dollars

NO Cents

(\$ 145<sup>00</sup>) each

\$ 580<sup>00</sup>

7. Valves & Valve Boxes

7.1 12" Butterfly Valve 9 Each  
at the Unit Price of

Five Hundred fifty five Dollars  
NO Cents  
(\$ 555<sup>00</sup>) each

\$ 4995<sup>00</sup>

7.2 8" Gate Valve 6 Each  
at the Unit Price of

Three Hundred twenty Dollars  
NO Cents  
(\$ 320) each

\$ 1920<sup>00</sup>

7.3 6" Gate Valve 6 Each  
at the Unit Price of

Two Hundred Dollars  
NO Cents  
(\$ 200<sup>00</sup>) each

\$ 1200<sup>00</sup>

7.4 Valve Boxes 21 Each  
at the Unit Price of

thirty five Dollars  
NO Cents  
(\$ 35<sup>00</sup>) each

\$ 735<sup>00</sup>

8. Fire Hydrant (Complete) 6 Each  
at the Unit Price of

One thousand seven fifty Dollars  
NO Cents  
(\$ 1075<sup>00</sup>) each

\$ 6450<sup>00</sup>

9. Air Valve Assembly 1 Each  
at the Unit Price of

Nine Hundred twenty four Dollars

No Cents

(\$ 924<sup>00</sup>) each

\$ 924<sup>00</sup>

10. Blow-off Assembly (Complete) 1 Each  
at the Unit Price of

Four Hundred fifty Dollars

No Cents

(\$ 450<sup>00</sup>) each

\$ 450<sup>00</sup>

11. Thrust Blocks Per Lump Sum  
at the Unit Price of

Two Hundred Dollars

Cents

(\$ 200<sup>00</sup>) Per Lump Sum

\$ 200<sup>00</sup>

12. Straddle Blocks (Complete) 3 Each  
at the Unit Price of

One Hundred Dollars

No Cents

(\$ 100<sup>00</sup>) Each

\$ 300<sup>00</sup>

13. Gravity Thrust Block 5 Each  
at the Unit Price of

two Hundred Dollars

No Cents

(\$ 200<sup>00</sup>) Each

\$ 1000<sup>00</sup>

14. Testing and Chlorination Per Lump Sum  
at the Unit Price of

Six Hundred Dollars

No Cents

(\$ 600<sup>00</sup>) Per Lump Sum

\$ 600<sup>00</sup>

**ITEM**

15. Hydra-Seeding 7,000 Per Square Yard  
at the Unit Price of

Zero Dollars

thirty Cents

(\$ .30 ) Per Square Yard

**TOTAL FOR ITEM**

\$ 2100<sup>00</sup>

**TOTAL:** \$ 149734<sup>08</sup>

Total Should be  
\$ 14,964.08

**AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_,

19 \_\_\_\_\_, by and between \_\_\_\_\_ The City of Wilsonville, Oregon

\_\_\_\_\_, party of the first part, hereinafter called the OWNER, and

\_\_\_\_\_  
(the official name, form of organization,

\_\_\_\_\_  
and address of contractor - if partnership, name of partners)

\_\_\_\_\_  
party of the second part, hereinafter called the CONTRACTOR.

WITNESSETH, That the Contractor and the Owner, for the considerations hereinafter named, agree as follows:

**ARTICLE I - Scope of Work**

The Contractor hereby agrees to furnish all of the materials, equipment and labor necessary, and to perform all of the work shown on the plans and described in the specifications for the project entitled 95th Street Waterline Extension Phase I

and in accordance with the requirements and provisions of the Contract Documents which are hereby made a part of this agreement.

**Article II - Time of Completion - Liquidated damages**

The work to be performed under this Contract shall be commenced on the date of Written notice by the Owner to the Contractor to proceed. The work shall be completed on **June 5th, 1987**. The Contractor further agrees to pay as liquidated damages for each calendar day the sum of one-thousand dollars (\$1,000.00) for each day the project remains incomplete.

**ARTICLE III - Contract Documents**

The "Advertisement for Bids", the signed copy of the "Proposal" made by the Contractor on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, the "Performance Bond", the "Instructions to Bidders", the "Special Conditions", the "General Conditions", the "Special Specifications", the "Standard Specifications", and the "Plans", together with this agreement and any addendums, form the Contract and are hereby made a part of this agreement by actual attachment or by this reference.

**ARTICLE IV - Contract Sum**

The Owner shall pay to the Contractor for the performance of the Contract the amounts determined for the total number of each of the units of work in the attached schedule completed at the unit price stated. The number of units contained in this schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.

## ARTICLE V - Progress Payments

On not later than the fifth day of every month the Engineer shall prepare and submit an estimate covering the total quantities under each item of work that have been completed from the start of the job up to and including the last day of the proceeding month, and the value of the work so completed determined in accordance with the Schedule of Prices for such items together with such supporting evidence as may be required by the Owner and/or Contractor.

On not later than the 15th day of the month, the Owner shall, after deducting previous payments made, pay to the Contractor 95% of the amount of the estimate as approved by the Engineer. The 5% retained percentage may be held by the Owner until the final completion of all the work under the Contract.

## ARTICLE VI - Acceptance and Final Payment

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineer shall make such inspection, and when he finds the work acceptable under the Contract fully performed, he will promptly issue a final certificate, over his own signature, stating that the work required by the Contract has been completed and is accepted by him under the terms and conditions thereof, and the entire balance found to be due the Contractor by the Owner within 30 days after the date of said final certificate.

Before final payment is due the Contractor shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with the work have been paid, except that in case of disputed indebtedness or liens the Contractor may submit in lieu of evidence of payment, a surety bond satisfactory to the Owner guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by surety bond.

The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner, other than those arising from unsettled liens, or from faulty work appearing within 12 months after final payment, or from requirements of the specifications, or from manufacturer's guarantees. It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Engineer so certifies, the Owner shall, upon certificate of the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.



Final payment of all monies shall be made within 30 days of the completion and acceptance of the work by the Engineer.

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

WITNESS:

Vera A. Rojas

OWNER:

City of Wilsonville

BY:

William E. Clark

TITLE:

Mayor

WITNESS:

\_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_

BY:

\_\_\_\_\_

TITLE:

\_\_\_\_\_

**BALBOA INSURANCE COMPANY**

3349 Michelson Drive, Irvine, California 92715-1606

Bond # NAA 006288 KK

**PROPOSAL BOND**

KNOW ALL MEN BY THESE PRESENTS,

That we, C & M Construction, Inc.  
13805 Tualatin-Sherwood Rd.  
Sherwood, OR 97146

as Principal, and the BALBOA INSURANCE COMPANY, a corporation under the laws of the State of California, as Surety,  
are held and firmly bound unto City of Wilsonville

\_\_\_\_\_ (hereinafter called the obligee)

in the full and just sum of Ten Percent (10%) of the total amount bid not to exceed Fifteen  
Thousand & 00/100ths Dollars. (\$15,000.00\*\*\*)

for the payment whereof in lawful money of the United States, we bind ourselves, our heirs, administrators, executors or successors, jointly and severally, firmly by these presents.

WHEREAS, the said PRINCIPAL has submitted the accompanying bid for \_\_\_\_\_

95th St. Waterline extension phase 1  
Wilsonville, OR  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond, with surety acceptable to the Obligee for the faithful performance of the said contract, then this obligation shall be void; otherwise to remain in full force and effect. Provided, however, that if said contract is not awarded within 60 days of the date of bid opening, this bond shall be void and of no force and effect.

Signed and Sealed this 21st day of May, 19 87

C & M Construction, Inc.  
Principal  
*[Signature]*  
*[Signature]*

BALBOA INSURANCE COMPANY  
BY *[Signature]*  
Mary-Anne Skinner Attorney-In-Fact  
P.O. Box 22145  
Portland, OR 97222  
(503) 653-0446

BALBOA INSURANCE COMPANY  
3349 MICHELSON DRIVE, IRVINE, CALIFORNIA 92715-1606

GENERAL POWER OF ATTORNEY

Know All Men by These Presents, That BALBOA INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California, and having its principal office in Irvine, Orange County, California, does by these presents make, constitute and appoint

R. J. Skinner, Mary-Anne Skinner, [redacted]  
of Portland and State of Oregon its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver

Contract Bonds with S.B.A. Guarantee Agreement - Maximum Penalty \$250,000.  
Other Contract Bonds - Maximum Penalty \$100,000.  
All Other Bonds - Maximum Penalty \$10,000.

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the Balboa Insurance Company at a meeting held on the 22nd day of March, 1962.

"Be It Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"Section 1. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"In Witness Whereof, Balboa Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed this 26th day of June, A.D., 19 86

BALBOA INSURANCE COMPANY

By [Signature]  
K. R. Huckabay

State of California  
ss.:  
County of Orange

On this 26th day of June, in the year 1986, before me  
K. A. Gallaway, a notary public, personally appeared  
K. R. Huckabay, personally known to me to be the person who  
executed the within instrument as Vice President, on behalf of the corporation therein named and  
acknowledged to me that the corporation executed it.



[Signature]  
K. A. Gallaway Notary Public

I, the undersigned Secretary of Balboa Insurance Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

And I do hereby further certify that the Certification of this Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Balboa Insurance Company at a meeting duly called and held on the 24th of March 1972, and that said resolution has not been amended or repealed:

"RESOLVED, that the signature of the Secretary or any Assistant Secretary of this Corporation, and the seal of Corporation, may be affixed or printed by facsimile to any certificate to a Power of Attorney of this Corporation, and that such printed facsimile signature and seal shall be valid and binding upon this Corporation."

GIVEN under my hand and the seal of said Company, at Irvine, California, this 21st day of May, 19 87

[Signature]