RESOLUTION #2023-17

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH INETEGRATED FACILITY SERVICES, INC., FOR THE REPAIR OF THE WILDWOOD MUNICIPAL BUILDING'S HVAC SYSTEM.

WHEREAS, the Wildwood Municipal Building serves as a vital hub for the City of Wildwood, providing essential services to its residents, businesses, and visitors; and

WHEREAS, maintaining a comfortable and functional environment within the Wildwood Municipal Building is of paramount importance for the efficient operation of municipal services, the well-being of employees, and the satisfaction of those who visit the building; and

WHEREAS, the City's HVAC system is currently experiencing issues that impede its proper operation, including low glycol levels, flow issues with air handling units (AHUs) and the chiller, and the need for various repairs and adjustments; and

WHEREAS, to address these HVAC system issues, work was initiated by Integrated Facility Services (IFS) on August 28, August 29, and August 30; however, the City Administrator deemed it necessary to obtain a comprehensive cost estimate to continue and complete the project; and

WHEREAS, Integrated Facility Services has already undertaken various tasks during their initial work, which include replacing a chill water return sensor, addressing pressure sensor discrepancies, and troubleshooting cooling and pump control pressure issues, among others; and

WHEREAS, further tasks are required to ensure the proper functioning of the HVAC system which include capturing glycol on four air handlers, cleaning strainers, providing and installing a new hot water valve actuator, commissioning and calibrating loop pressure sensors, and completing the final fill of the glycol system; and

WHEREAS, Integrated Facility Services has provided a quote for the aforementioned work, with the total cost not to exceed \$22,450.00.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILDWOOD, MISSOURI, AS FOLLOWS:

Section One. That the form, terms, and provisions of the Consultant/Services Agreement by and between the City of Wildwood, Missouri, and Integrated Facility Services, Inc, attached hereto, marked as **Exhibit A**, and incorporated by reference herein (the "Agreement"), be and are hereby approved and the City Administrator is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Agreement and other documents, certificates and instruments as may be necessary or

desirable to carry out and comply with the intent of the Agreement and this Resolution.

<u>Section Two.</u> The City of Wildwood hereby authorizes the allocation of funds necessary to complete the repair and maintenance of the Wildwood Municipal Building's HVAC system, as detailed in the proposal provided by Integrated Facility Services (IFS). The total expenditure for this project shall not exceed \$22,450.00.

<u>Section Three.</u> That the City Administrator is hereby authorized and directed on behalf of and in the name of the City to agree to do any and all other acts and things and to execute and deliver any and all other documents, instruments and certificates, all as may be necessary and appropriate to perform all of the terms, provisions and conditions of the Agreement. The execution by the City Administrator of any document, instrument, check or certificate referred to in this Resolution and the Agreement shall be conclusive evidence of the approval thereof and of all of the terms, provisions contained therein. Any and all acts which the City Administrator may do or perform in conformance with the powers conferred upon them by this Resolution are hereby expressly authorized, approved, ratified and confirmed.

<u>Section Four.</u> Severability. If any term, condition, or provision of this Resolution shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the City Council that it would have enacted this Resolution without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

<u>Section Five.</u> Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

Passed and Resolved by the Council of the City of Wildwood this _____ day of ______

James R. Bowlin, Mayor

ATTEST:

Elling,

City of Wildwood CONSULTANT / SERVICES AGREEMENT

DEPARTMENT: Administration

DATE: 09/11/2023

THIS AGREEMENT, made and effective this 11th day of September, 2023, by and between the City of Wildwood, Missouri, a municipal corporation hereinafter referred to as "City", and Integrated Facility Services, Inc, hereinafter referred to as "Consultant", with a business address of: 1055 Cassens Industrial Ct, Fenton, MO 63026.

WITNESSETH: That the parties hereto, for the considerations hereinafter set forth, agree as follows:

I. SCOPE OF SERVICES

Except as expressly specified herein, Consultant hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the Consultant services which are particularly described in any attachments incorporated herein and additionally as follows:

The above services (hereinafter referred to as the "Work") shall be provided by the Consultant in accordance with all the provisions of this Agreement, including the General Conditions attached hereto as <u>Attachment A</u>, for the project which are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment, or any other documents submitted by Consultant.

II. COMPENSATION

A. Basic Compensation. The City hereby agrees to pay the Consultant, as full compensation for the complete and satisfactory performance of the Work, and all expenses and costs related thereto:

a sum not to exceed \$22,450.00, as set forth on an <u>Attachment B</u> attached hereto and incorporated herein.

B. Additional Compensation. Any cost not specifically allowed the Consultant pursuant to Paragraph A, Basic Compensation, shall be considered Additional Compensation and must first be authorized by a written Change Order approved by the City and Consultant. If City directs or authorizes additional services not included in this Agreement to be performed, the City and Consultant shall first agree by written Change Order as to how the Consultant is to be paid. Any services provided in addition to the Work shall not entitle Consultant to additional compensation unless approved in advance and by written Change Order executed by the City and the Consultant.

III. TIME AND MANNER OF PAYMENTS

All invoices, complete with necessary support documentation, shall be submitted to the City and payment shall be made by City in a lump sum within thirty (30) days of receipt of an invoice received after satisfactory performance of the Work for the fees, prices, rates or schedule of values set forth above. When appropriate due to the nature of the Work of the Agreement, progress payments may be authorized to be made based upon completion of quantifiable/identifiable phases of the Work. If authorized by the City, a schedule of progress payments based on phases of Work completed and in such corresponding amounts as determined to be appropriate shall be set forth in Attachment C attached hereto.

IV. SCHEDULE OF WORK

Time is of the essence. The Work to be performed under the Agreement shall be commenced on or before <u>August 28, 2023</u>, shall be completed on or before <u>September 22, 2023</u>, and shall be performed so as not to delay or hinder City's schedule for the project, if applicable.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date of Contract first above written.

Consultant

By_____

Title_____

R:
City of Wildwood
By Jim Baulin
Title MayDC
. J
ATTEST:

ATTACHMENT A – Consultant/Services Agreement General Conditions ATTACHMENT B – Consultant Proposal ATTACHMENT C – Consultant Liability Insurance Requirements

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IFS
Consultant
By Bi Lall
Title $V P$

City of Wildwood

Ву_____

Title_____

ATTEST:

DATE:

Attachment A

City of Wildwood CONSULTANT/SERVICES AGREEMENT GENERAL CONDITIONS

1. Independent Consultant. The Consultant shall be and operate as an independent Consultant in the performance of this Agreement. The Consultant shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Consultant shall be employees of said Consultant and not employees of the City in any respect.

2. Assignment; Subcontracts. This Agreement shall not be assigned to any other parties by the Consultant without the express written consent of the City. In addition, the Consultant shall not subcontract or assign any of the Work to be performed by it hereunder without the express written consent of the City except as may be set forth in <u>Attachment B</u>.

3. Changes to Work and/or Compensation. No change in the Scope of Work, Compensation or terms contained in this Agreement shall be made except as authorized in advance in writing by Change Order approved by the City and Consultant. The Consultant shall make any and all changes in the Work without invalidating this Agreement when specifically ordered to do so by written Change Order approved by the City and Consultant in advance of the Work being performed. Consultant, prior to the commencement of such changed or revised Work or request for compensation in excess of the Basic Compensation, shall promptly submit to the City a written cost or credit proposal for such changed or revised Work or additional compensation. If the City and Consultant shall not be able to agree as to the amount, either in consideration of time or compensation to be allowed or deducted, it shall nevertheless be the duty of Consultant, upon written notice from the City, to immediately proceed with such alteration or change, and Consultant shall be compensated the reasonable value of such Work. The City reserves the right to suspend Work of the Consultant upon written notification from the City if the City and Consultant are not able to agree as to matters of scope and compensation for changes to the Work.

4. Indemnification. To the fullest extent permitted by law, the Consultant agrees to defend, indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, in any way arising from consultant's breach of the Agreement or out of services and/or operations negligently performed hereunder by the Consultant, including the City's reliance on or use of the services or products provided by the Consultant under the terms of this Agreement. The Consultant shall not be liable for any loss or damage attributable solely to the negligence of the City. Consultant's sole remedy against the City for any claimed breach shall be limited to specific performance of the Agreement, including payment not to exceed the lawfully due compensation, but in no event shall the City be liable for or subject to any claim for damages, costs or attorneys' fees arising from this Agreement.

5. Insurance. Consultant shall furnish the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts specified by the City in this Agreement, if any, otherwise in the amounts stated on <u>Attachment C</u>. The policies of insurance shall be in such form and shall be issued by such company or companies as may be reasonably satisfactory to the City. The City and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Consultant's Work, as determined by the City, shall be named as additional insured.

In addition to the foregoing, the Consultant shall maintain Professional Liability "errors and omissions" insurance in the form for the coverages satisfactory to City as indicated in this Agreement, if any, otherwise as stated on attached <u>Attachment C</u>, but in no event less than the City's sovereign immunity limits as

established by RSMo. §537.610, as adjusted from time to time. The City and Consultant waive all rights against each other for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance. Nothing in this Agreement, or the provision of insurance, shall be deemed a waiver of sovereign immunity by the City.

6. Multi-year contracts; Non-appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Non-appropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

7. Accounting. During the period of this Agreement, the Consultant shall maintain books of accounts of its expenses and charges in connection with this Agreement in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Consultant.

8. Reimbursable Expenses. Expenses of the Consultant that are directly attributable to the performance of the Agreement that are in addition to the Basic Compensation, such as reproduction charges, travel expenses, long distance phone calls, mileage, and sub-contractors, are to be set forth in a schedule of reimbursable fees and rates as part of the Agreement. Consultant personnel labor rate expenses for time while traveling in performance of the Agreement do not qualify as reimbursable expenses.

9. **Personnel**. The Work shall be performed exclusively by the personnel of the Consultant identified in the Consultant's proposal and no other personnel of the Consultant shall perform any of the Work without the express written approval of the City.

10. Other Consultants. The City reserves the right to employ other consultants in connection with the Work.

11. **Project Records and Work Product**. The Consultant shall provide the City with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and any deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and work product of the Consultant created in performance of or relating to this Agreement. Consultant agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the work product.

12. Site Operations. Where appropriate, the City will arrange for right of entry to any property at the request of the Consultant for the purpose of performing studies, tests and evaluations in connection with the Work.

13. Termination. The City shall have the right to terminate the Agreement at any time for any reason by giving the Consultant written notice to such effect. The City shall pay to the Consultant in full satisfaction and discharge of all amounts owing to the Consultant under the Agreement an amount equal to the cost of all Work performed by the Consultant up to such termination date, less all amounts previously paid to the Consultant on account of the Work performed and accepted. The Consultant shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Consultant for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

14. Compliance with Laws. The Consultant shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, worker eligibility, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Agreement.

15. Nondisclosure. The Consultant agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Agreement.

16. **Representations.** Consultant agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Agreement. The parties agree the Agreement represents the entire agreement between the parties.

17. Amendments. This Agreement may be amended only by written agreement signed by the parties.

18. Governing Law. The interpretation of and performance under this Agreement shall be governed by the laws of the state of Missouri, without regard to choice of law principles.

19. Severability. If any provisions of this Agreement shall be found to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and be construed to effectuate the intent of the parties.

20. Notice. Any notice or written communication required or permitted hereunder shall be sent to the parties via United States mail, certified return receipt requested, or via facsimile, to the respective addresses and numbers on file. Any notice so given shall be deemed effective on the date shown on the receipt thereof.

21. Good Faith. The parties shall act in good faith in the performance of their obligations hereunder.

22. Prevailing Party. If either party to this Agreement defaults in the performance of its obligation(s) hereunder, the prevailing party in any action to enforce its rights and remedies shall be entitled to obtain its costs and reasonable attorney's fees from the non-prevailing party.

23. Non-Waiver. The failure of either party to enforce any of its rights hereunder shall not act as a waiver of that or any other right possessed by such party under this Agreement.

24. Authorization to Enter into Agreement. Each party hereunder represents to the other that it is duly organized, validly existing and in good standing under the laws of its state of incorporation or formation; the execution, delivery and performance of this Agreement by such party has been duly authorized by all necessary and appropriate action; and, this Agreement constitutes a valid and binding obligation of such party, enforceable against such party in accordance with the terms hereof.

25. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one agreement that is binding upon both parties hereto, notwithstanding that all parties are not signatories to the same counterpart. This Agreement may be delivered by facsimile or electronic mail transmission. This Agreement shall be considered to have been executed by a party, if there exists a photocopy, facsimile copy, electronic copy, or a photocopy of a facsimile or electronic copy of an original hereof or of a counterpart hereof which has been signed by such party. Any photocopy, facsimile copy, electronic copy of a facsimile copy of this Agreement or any counterpart hereof shall be admissible into evidence in any proceeding as though the same was an original.

26. Other Special Provisions. The special provisions set forth on <u>Attachment C</u> are incorporated herein by reference and made a part hereof.



MECHANICAL CONTRACTORS • DESIGN/BUILD • HVAC • 24-HR SERVICE BLDG AUTOMATION & SECURITY SYSTEMS • PLUMBING • FIRE PROTECTION

Date:	September 7, 2023
То:	Wildwood City Hall
Att:	Thomas Lee
Subject:	Wildwood City Hall Miscellaneous Repairs

Integrated Facility Services is pleased to offer our proposal to provide the following scope of work:

8/28 Chill water return sensor reading 190. Replaced sensor and verified operation. Checked pressure sensors against gauges in mechanical room. Found we are getting air out of system in 3rd floor of elevation mechanical rooms due to low water in system. Glycol system. Have to have water tested to determine the type of glycol. Noticed a lot of corrosion in lower-level mechanical room. Spoke with Tom from the City of Wildwood and at his request will pick up CO tester to determine cause. Trace out piping and start helping troubleshoot cooling issues with AHUs and pump control pressure issues

8/29 Found system to be low on glycol. Get glycol from the supply house and materials and tools to pump mixture into system. I suspect a flow issue with ahu's and or chiller but can't accurately confirm until we raise system pressure with new mixture. Start mixing and pumping in glycol mix. Get materials and new neutralizer. Install new Neutralizer on hot water boiler system that hasn't been changed in a few years.

8/30 Pump in glycol mix into system and fire it up. Chiller won't start. Troubleshot chiller and found flow switch is bad and won't make to turn the chiller on. Drain and capture mixture to be able to change switch out. Change switch and re support electrical conduit for the flow switch. Chiller now starts and runs. Pumped mixture that we captured back into system and bleed air off. Locked drive speed in. After getting system with a good about of mixture in it the chiller bundle shows a big pressure diff and we need to clean the strainer on it. Capture and drained and clean strainer and re installed it all and pumped mixture back into system.

Additional Work Needed:

Capture glycol on (4) air handlers and clean strainers. Provide and install a new hot water valve actuator Commission and calibrate loop pressure sensors Final fill glycol system

IFS will provide labor and material as stated above for the sum of ... \$22,450.00

We reserve the right to modify this proposal (including, but not limited to, the pricing and scheduling terms) if the Contract offered to us contains any terms or conditions that are inconsistent with or different from our General Terms and Conditions. This proposal is good for thirty days only after which is considered null and void.

This proposal is based upon our contract qualifications and general terms stated on our website at <u>http://www.intfs.com/terms-conditions-ifs.pdf</u>.

INTEGRATED FACILITY SERVICES, INC. // 1055 CASSENS INDUSTRIAL CT. | FENTON, MISSOURI 63026 | P: 636.680.2100 | F: 636.680.2202 | INTFS.COM

Respectfully submitted,

NGI / ć

Brian Schuhmacher Vice President, LEED AP Building Automation and Controls Division

Authorized Signature:_____

Date:_____

Attachment C

Consultant Liability Insurance Requirements

The Consultant shall purchase and maintain in full force and effect the following insurance coverages with an insurance carrier acceptable to the City:

The policy(ies) shall be endorsed to cover the contractual liability of the Consultant under the General Conditions.

The Consultant and its Sub-consultants shall procure and maintain during the life of this Agreement insurance of the types and minimum amounts as follows:

(a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$1,000,000*.

(b)	Comprehensive General Liability and Bodily Injury						
	Including Death:	\$500,000 each person*					
		\$3,000,000 each occurrence*					
	Property Damage:	\$3,000,000 each occurrence*					
		\$3,000,000 aggregate*					
(c)	Comprehensive Automobile Liability, Bodily Injury						
	Including Death:	\$500,000 each person*					
		\$3,000,000 each occurrence*					
	Property Damage:	\$3,000,000 each accident*					
(d)	Professional Liability						
	Including Death:	\$500,000 each person*					
		\$3,000,000 each occurrence*					
	Property Damage:	\$3,000,000 each occurrence*					
		\$3,000,000 aggregate*					

The City's Protective policy shall name the City as the Insured. Certificates evidencing such insurance shall be furnished the City prior to Consultant commencing the Work on this project. The certificates must state "The City of Wildwood is an additional insured."

* but not less than the sovereign immunity limits established by RSMo. 537.610 et seq.

ACORD [®] CERTIFICATE OF LIABILITY INSURANCE							E	DATE (MM/DD/YYYY) 9/7/2023		
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 CONTACT Josh McDonough										
J.W. Terrill, a Marsh & Mo 825 Maryville Centre Drive	Lennan Agenc	y LLC	co	PHONE (A/C, No	o. Ext): 314-594	4-2661	FAX (A/C, No):	888-30	7-1561	
Suite 200				E-MAIL ADDRESS: josh.mcdonough@marshmma.com						
Chesterfield MO 63017					INS	SURER(S) AFFOR	ING COVERAGE		NAIC #	
				INSURE	RA: Zurich A	merican Insu	rance Company		16535	
Insured Integrated Facility Service	s Inc		INTEGFACIL	INSURE	кв: Phoenix	Insurance Co	ompany		25623	
1055 Cassens Industrial C				INSURE	Rc: Traveler	s Property Ca	sualty Co of Amer		25674	
Fenton MO 63026				1	2	ton Casualty	Company		41483	
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							PERSONAL & ADV INJURY	\$1,000	• 	
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POLICY X PRO- JECT	LOC						PRODUCTS - COMP/OP AGG	\$ 2,000 \$	00,000	
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OFFICER/MEMBEREXCLUDED? (Mandatory in NH)		/ A					E.L. DISEASE - EA EMPLOYEE	-6. 5		
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000	V. Brouke BACTA TA		
A Leased/Rented Equipment			CPP326688304		9/1/2023	9/1/2024	Special; \$5,000 Ded	\$350,	000	
Installation Floater							Special; \$5,000 Ded	\$1,00	0,000	
DESCRIPTION OF OPERATIONS / LO									d less disc	
City of Wildwood is included Named Insured, if required by	as Additional Ins	urea(s) t, agree	ment or permit and subject	to the I	provisions and	d limitations o	ity with respect to work pe f the policy.	enormed	a by the	
Named Insured, if required by written contract, agreement or permit and subject to the provisions and limitations of the policy.										
CERTIFICATE HOLDER				CAN	CELLATION					
				THE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN					
City of Wildwood 16860 Main St			ACC	ORDANCE WI	TH THE POLIC	Y PROVISIONS.				
			AUTHO	RIZED REPRESE	NTATIVE					
Wildwood MO 63040				AUTHORIZED REPRESENTATIVE						
Sem Vatteroll										
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