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**TOWN OF VERNON  
DEPARTMENT OF PUBLIC WORKS**



**CONTRACT #2077**

**REQUEST FOR PROPOSALS**

**REPLACEMENT OF FUEL TANKS AND  
DISPENSER ISLAND LOCATED AT THE  
DEPARTMENT OF PUBLIC WORKS  
383 HARTFORD TURNPIKE, VERNON, CT**

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Town of Vernon – Contract #2077  
**REPLACEMENT OF FUEL TANKS AND DISPENSER ISLAND**  
**LOCATED AT THE DEPARTMENT OF PUBLIC WORKS, 383 HARTFORD TURNPIKE, VERNON, CT**  
Invitation to Bid/Legal Notice

The Town of Vernon, Connecticut is seeking proposals for the replacement of Fuel Tanks and Dispenser Island at the Department of Public Works located at 383 Hartford Turnpike, Vernon, Connecticut. The project includes removing the two 10,000-gallon underground storage tanks (USTs) installed in 1991, and replacing them with aboveground tanks. The Town also wants to replace or retain the canopy to protect the tanks, dispensers, and the fueling process from direct precipitation. A firm must have a demonstrated experience in providing such service and adhere to State and Federal standards and requirements typical for such service.

**There will be a mandatory site meeting at 383 Hartford Turnpike, Vernon, CT on Wednesday, April 28, 2021 at 10:00 AM. COVID-19 prevention measures will be in place, including the wearing of face masks and social distancing.**

Questions about this RFP should be directed to Dwight Ryniewicz, Director of Public Works Department, by email only to [dryniewicz@vernon-ct.gov](mailto:dryniewicz@vernon-ct.gov), no later than Thursday, May 6, 2021 at 3:30 pm. Answers to questions received will be posted by Monday, May 10, 2021 on the Town's website at <https://www.vernon-ct.gov/government/bids-and-contracts> and at the Connecticut State Department of Administrative Services (DAS) at <https://portal.ct.gov/das> by referencing Contract #2077. It is the sole responsibility of the respondent to review any or all addendum or question responses related to this RFP.

Two (2) copies of the proposal should be submitted in a sealed envelope marked "**BID DOCUMENT- DO NOT OPEN - CONTRACT #2077**" clearly marked on the outside of the envelope to: Michael J. Purcaro, Town Administrator, Town of Vernon, Memorial Building, 14 Park Place, 3rd Floor, Vernon, Connecticut 06066 **no later than 11:00 am on Thursday, May 20, 2021**. Emailed, faxed or late bids will not be accepted. Received bids will be opened publicly on **Thursday, May 20, 2021** via Zoom conferencing at **1:00 pm**. Interested parties may remotely join the bid opening using the following information: **Web link:** <https://us02web.zoom.us/j/81157178631?pwd=ZEFmNHU2VGVZSFdyTi9pOWcvNkI4QT09> or **Call-in Phone Number:** 1(929)205-6099, **Meeting Identification:** 811 5717 8631 and **Passcode:** 0406. Bid results will also be posted on both the Town and DAS websites.

The selected firm must meet all municipal, state and federal AA and EEO practices and requirements. MBE's, WBE's, SBE's are encouraged to apply. The Town reserves the right to reject any or all proposals in whole or part, to award any one service or group of services or all services, to negotiate with any or all companies submitting proposals, and to enter into an agreement with any company for any services mentioned in this RFP; if it is deemed to be in the best interest of the Town.

**Confidentiality** - If Respondent believes that any information in its proposal should be treated as confidential that material shall be clearly marked. The Town shall endeavor to protect confidential material from disclosure to non-Town employees to the extent required by State or Federal law. In no event will the Town be responsible for the inadvertent disclosure of your response to this RFP.

Michael J. Purcaro  
Town Administrator

**TOWN OF VERNON**

**OFFICE OF THE TOWN ADMINISTRATOR**

**VERNON, CONNECTICUT**

**INSTRUCTIONS TO BIDDERS**

**A. Background**

The Town of Vernon (the Town) is seeking proposals to replace the Fuel Tanks and Dispenser Island at the Department of Public Works located at 383 Hartford Turnpike, Vernon, Connecticut. The project includes removing the two 10,000-gallon underground storage tank (USTs) installed in 1991, and replacing them with aboveground tanks. The Town also wants to replace or retain the canopy to protect the tanks, dispensers, and the fueling process from direct precipitation. **The Site Layout Plan is found in Addendum A.**

**B. Fee Proposal**

All proposers are required to use the form found on pages **P-1 to P-4** to be submitted with their proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission.

**C. Sample Contract Agreement**

The firm selected by the Town will be required to execute a Contract Agreement for Services (Agreement) with the Town. The Agreement is found on pages **C-1 to C-6**, but may be modified to suit the specific services and needs of the Town once a proposal has been selected.

**D. Process for Submitting Proposals**

A submitted proposal should have sufficient detail to allow for thorough evaluation and comparative analysis. Please specify manufacturer and model or type whenever possible.

Two (2) copies of the proposal should be submitted in a sealed envelope marked "**BID DOCUMENT- DO NOT OPEN - CONTRACT #2077**" clearly marked on the outside of the envelope to: Michael J. Purcaro, Town Administrator, Town of Vernon, Memorial Building, 14 Park Place, 3rd Floor, Vernon, Connecticut 06066 no later than 11:00 am on May 20, 2021. Emailed, faxed or late bids will not be accepted.

**E. Questions**

Questions about this RFP should be directed to Dwight Ryniewicz, Director of Public Works Department, by email only to [dryniewicz@vernon-ct.gov](mailto:dryniewicz@vernon-ct.gov), no later than Thursday, May 6, 2021 at 3:30 pm. Answers to questions received will be posted by Monday, May 10, 2021 on the Town's website at [www.vernon-ct.gov/legal-notices](http://www.vernon-ct.gov/legal-notices) and at the Connecticut State Department of Administrative Services (DAS) at <https://portal.ct.gov/das> by referencing Contract #2077.

The Town reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments, responses to questions received, and additional information will be posted to the Town of Vernon and the CT Department of Administrative Services websites. Proposers should check these web pages regularly for new information. It is the sole responsibility of the respondent to review any or all addendum or question responses related to this RFP.

From the date that this RFP is issued until Contractor is selected and the selection is announced, firms or public entities are not allowed to communicate with any Town employee other than the Director of Public Works as listed above regarding this Request for Proposals. The Town reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the Town.

**F. Conditions for Proposal Acceptance**

This Request for Proposals (RFP) does not commit the Town to award a contract or to pay any costs incurred for any services. The Town, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The Town may waive any irregularity in any proposal. All proposals will become the property of the Town of Vernon. If any proprietary information is contained in the proposal, it should be clearly identified.

**G. Evaluation Criteria**

The lowest responsible bidder will be determined based on evaluation of qualitative factors in addition to price. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

- |   |     |
|---|-----|
| (1) Qualifications of Entity and Key Personnel  | 25% |
| Includes:   |     |
| <ul style="list-style-type: none"><li>• Ability to provide the requested scope of services,</li><li>• Proposer’s financial capacity,</li><li>• Recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size,</li><li>• References.</li></ul> |     |
| (2) Approach to Providing the Requested Scope of Services   | 25% |
| Includes an understanding of the needs of the Town and the project's scope of services.   |     |
| (3) Price Proposal  | 50% |

**H. Evaluation of Proposals and Selection Process**

An Evaluation/Selection Committee will screen and review all proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

(1) Responsiveness Screening

Proposals will first be screened to ensure responsiveness to the RFP. The Town may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the Town reserves the right to request clarifications or additional information from any or all proposers regarding their proposals.

(2) Initial Proposal Review

The Committee will initially review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The Town may reject any proposal in which a proposer’s approach, qualifications, or price is not considered acceptable by the Town.

The Town may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the Town may elect to negotiate directly with one or more proposers to obtain the best result for the Town prior to making a recommendation or selection.

#### **I. Interviews, Reference Checks, Revised Proposals, Discussions**

Following the initial screening and review of proposals, the proposers included in this stage of the evaluation process may be invited to participate in a virtual interview. Virtual interviews, if held, will be conducted using a secure, on-line service (e.g. zoom). The individuals from proposer's firm or entity that will be directly responsible for carrying out the contract, if awarded, should be present for the virtual interview. The virtual interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the proposal.

In addition to conducting a virtual interview, the Town may during this stage of the evaluation process also contact and evaluate the proposer's references, contact any proposer to clarify any response or request revised or additional information, contact any current users of a proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from proposers. The Town may accept the proposal or negotiate the terms and conditions of the agreement with the highest ranked firm, which shall be determined to be the lowest responsible bidder. The Town may recommend award without Best and Final Offers, so proposers should include their best proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the Town, the Town may terminate negotiations and commence negotiations with the next highest scoring proposer or withdraw the RFP.

#### **1.1 GENERAL INSTRUCTIONS**

These instructions are standard for all proposals issued by the Town of Vernon, Connecticut for the purchase of all supplies, materials, equipment and the furnishing of certain services. The Town may delete, supersede or modify any of these standard instructions for a particular proposal by indicating such change in a section entitled "Special Instructions to Bidders".

- 1) The attached proposal is signed by the bidder with full knowledge of, and agreement with, the general specifications, conditions and requirements of this bid.
- 2) Proposals must be submitted on the enclosed form with any required bid security.
- 3) Bids shall be submitted in sealed envelopes, which shall be addressed to the Town Administrator, 14 Park Place, Vernon, Connecticut 06066 and shall be clearly marked "BID DOCUMENT - DO NOT OPEN - CONTRACT #2077".

4) Bids received later than the time and date specified in the "Invitation to Bid" will not be considered. Withdrawals of bids, received later than the time and date set for the bid opening, will not be considered.

5) All deliveries of commodities hereunder shall comply in every respect with all applicable laws of the Federal Government and the State of Connecticut.

6) The bidder shall insert the price per stated unit and extend a total price for each item. IN THE EVENT THAT THERE IS A DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL PRICE EXTENSION, THE UNIT PRICE WILL GOVERN.

7) In accordance with the provisions of Section 12-412(a) of the Connecticut General Statutes, the Town of Vernon is exempt from the payment of Federal or State tax and such tax or taxes shall not be included in bid prices.

8) Unless otherwise stated herein, all deliveries made under this contract must consist of new merchandise.

9) The Town reserves the right to reject any and all bids, wholly or in part; to waive technical defects, and to make awards in the manner deemed to be in the best interests of the Town.

10) The Town will not accept any additional charges for freight or shipping.

11) The successful bidder must carry the following insurance coverages:

**Commercial General Liability** (Town of Vernon added as additional insured):

Each Occurrence:	\$ 1,000,000
Personal/Advertising Injury per Occurrence:	\$ 1,000,000
General Aggregate:	\$ 2,000,000
Product/Completed Operations Aggregate:	\$ 2,000,000
Fire Damage Legal Liability	\$ 100,000

**Automobile Liability** (Town of Vernon added as additional insured):

Each Accident:	\$ 1,000,000
Hired/Non-owned Auto Liability:	\$ 1,000,000

**Workers' Compensation/Employers Liability**

Workers' Compensation Statutory Requirement set forth by State of CT

Employers Liability

Each Accident	\$ 100,000
Disease-Policy Limit	\$ 500,000
Disease-Each employee	\$ 100,000

**Umbrella/Excess Liability** (following form of general liability, auto liability and employer liability):

Each Occurrence:	\$ 1,000,000
General Aggregate:	\$ 2,000,000
Product/Completed Operations Aggregate:	\$ 2,000,000

**Professional Liability** (where required)

Each Claim:	\$ 1,000,000
Annual Aggregate	\$ 1,000,000

12) All bids must be accompanied by bid security in the sum of not less than five percent (5%) of the total bid and shall be in the form of a bid bond, a certified check, a treasurer's or cashier's check drawn on a National or State bank or trust company and shall be made payable to the "Town of Vernon".

The bid security shall secure the execution of the contract by the successful bidder. Should any bidder to whom an award is made fail to enter into a contract within ten (10) days, exclusive of Saturdays, Sundays and legal holidays, after notice of the award has been mailed to the bidder, the amount so received from the bidder through his/her bond shall become the property of the Town of Vernon, Connecticut as liquidated damages for failure. The bid security, exclusive of the successful bidder, will be returned upon execution of the contract, but in no case later than forty-five (45) days after the opening of the bids. The bid security of the successful bidder shall be held until such time as all conditions of the proposal have been met.

## **1.2 SPECIAL INSTRUCTIONS TO BIDDERS**

- 1) Read all specifications carefully.
- 2) All insurance documents must be submitted with the executed contract. Town of Vernon must be listed as Certificate Holder and Additional Insured.
- 3) Deviations: Any and all deletions, variations and exceptions to the specifications must be stated in writing at time of bidding and must be attached to the "Proposal" section of contract.
- 4) Not responsible for defects to electronically-mailed contracts.
- 5) This project will be funded from Town of Vernon resources. The work will be subject to State Prevailing Wages. A copy of the current wage rates will be provided to all prospective bidders.
- 6) All bidders must have demonstrated experience with projects in which the Secretary of the Interior's Standards for the Treatment of Historic Buildings governed the work.
- 7) There will be a mandatory site meeting at 383 Hartford Turnpike, Vernon, CT on Wednesday, April 28, 2021 at 10:00 AM. COVID-19 prevention measures will be in place, including face masks and social distancing. Failure to attend the mandatory site meeting will disqualify a prospective bidder.



**TOWN OF VERNON  
DEPARTMENT OF PUBLIC WORKS**

**CONTRACT #2077**

**REPLACEMENT OF FUEL TANKS AND DISPENSER ISLAND  
LOCATED AT THE DEPARTMENT OF PUBLIC WORKS  
383 HARTFORD TURNPIKE, VERNON, CT**

**SPECIFICATIONS**

**Fuel Island Replacement Specifications**

The Town of Vernon (the Town) is seeking to remove two 10,000-gallon underground storage tank (USTs) located at the Department of Public Works, 383 Hartford Turnpike, Vernon, CT. The USTs are double-walled steel tanks installed in 1991, and are used to store gasoline and diesel. **The Site Layout Plan is found in Addendum A.**

All UST removal work shall be performed following the guidelines and requirements described in American Petroleum Institute (API) guidance No. 1604 and Regulations of Connecticut State Agencies Sections 22a-449 (d)-107: Out-of-service UST systems and closure, Subdivision (c) Assessing the site at closure.

The designated Licensed Environmental Professional (LEP) for the Project is Plato Doundoulakis, Atlas Environmental Company, 90 Starr Hill Road, Groton, CT 06340. The designated Civil Engineer for the Project is Brandon Handfield, Yantic River Consultants, LLC, 191 Norwich Avenue, Lebanon, CT 06249.

**1. Qualifications**

- a. A detailed statement including the organizational structure under which the Contractor proposes to conduct business. The relationship to any “parent” firm or subsidiary firm, with any of the parties concerned, must be clearly defined. In the case of multiple firms, the “Contractor of record” and the party responsible for coordination shall be identified.
- b. Projects completed in the public (preferred) or private sectors that illustrate the firm’s understanding of the proposed project.
- c. The firms responding to this proposal must have or be able to procure the levels of insurance listed in this package.

## **2. Legal and Regulatory Compliance**

- a. All Contractors' employees shall be trained and familiar with pertinent safety rules and guidelines including handling of hazardous materials.
- b. Contractor shall maintain a health and safety plan (HASP) in compliance with the Occupational Safety and Health Administration (OSHA) Standards defined in 29 CFR 910.120: Hazardous waste operations and emergency response.
- c. OSHA compliance is the sole responsibility of Contractor, and any deficiency will not be the responsibility of the Town. Contractor shall be solely responsible for ensuring that its employees and subcontractors have all appropriate safety equipment including hard hats, steel-toed boots, respirators, hearing protection, eye protection, skin protection, and fall protection. Copies of OSHA training records for all applicable employees shall be available for review upon request.
- d. Contractor shall provide fire suppression equipment for their equipment as is usual and customary for work being performed. A fire extinguisher (ABC or equivalent) shall be present and visible at all times during work.
- e. All facility components shall be removed or abandoned in accordance with procedures specified in NFPA 30.
- f. All work shall be conducted in accordance with State and local regulations, Connecticut Department of Energy and Environmental Protection (CT DEEP) guidance and industry standards and guidelines.
- g. Contractor shall notify the Town of Vernon Fire Marshal at least forty-eight hours prior to commencing UST removal activities; Contractor shall be responsible for notifying and obtain all required permits from the Town.

## **3. Utilities**

- a. Contractor shall mark out the property and work area and notify Call-Before-You-Dig (CBYD) as required by law at least two full working days but not more than 30 days before any excavation starts (Excluding holidays & weekends).
- b. Contractor is responsible for contracting with a private utility locator to locate any private buried utilities in the construction area.
- c. All utilities are to remain in service during the work, if possible. Contractor shall inform the Town if any utilities need to be temporarily removed from service.
- d. Contractor shall confirm that any buried water, sewer or electrical lines damaged or turned off during demolition are repaired prior to backfilling and surfacing. Any buried water, sewer and/or electrical lines shall be inspected before they are put back into service.

#### **4. Security and Safety**

- a. Contractor shall be solely responsible for all safety precautions.
- b. Excavation activities shall not commence until all vehicle traffic control and pedestrian safety protections are in place.
- c. Contractor shall provide temporary construction fencing around perimeter of project area and all other signs, safety devices, barricades, and any other safety equipment required to comply with all federal, state and local safety laws, roles, codes, ordinances and/or regulations.
- d. Contractor shall be solely responsible for means, methods, techniques, sequences and procedures in connection with the excavation work and safety precautions.
- e. The tank excavation shall not remain open overnight or when Contractor personnel are not present.
- f. Any open excavation and all work areas shall have their own safety devices or barricades that prevent public access.

#### **5. Product Removal, Tank Cleaning and Disposal**

- a. Contractor shall coordinate all tank cleaning and removal activities with the Fire Marshal and Town officials.
- b. Any materials in the UST shall be removed and disposed of off-site. For the purposes of estimating the cost of disposal, Contractors should assume that there will be 200 gallons of product and water left in each tank.
- c. Contractor or their subcontractor, whichever shall be transporting the waste material from the tank cleaning, shall have a currently valid waste transporter permit from CT DEEP.
- d. Contractor shall provide the Town with receipts or other documentation showing the quantity and final disposition of all waste generated within 21 days.
- e. All liquid, sludge and materials generated from tank cleaning are to be removed from the UST, and after the tank has been thoroughly cleaned and rinsed the contractor is responsible for properly transporting and disposing of all materials.
- f. Contractor shall inspect the removed UST for holes, leaks or signs of a release, and any should be noted and documented with photographs.
- g. Contractor shall provide the Town with a disposal receipt for the tank within 21 days.

#### **6. Existing Improvements to Remain**

- a. The Contractor should make every effort to reuse the existing improvements including the Tank Monitoring System (Veeder Root) and buried conduits.

- b. The scope of work assumes replacement of the existing canopy, but the Contractor may propose leaving the canopy in place, removing and reinstalling components of the existing canopy, or replacement with a new canopy.
- c. The site is fully paved and Contractor should make every effort to limit the area that will be impacted. The proposal should show the extent of the pavement that will require repaving.

## **7. Contaminated Soils**

- a. Incidental volumes of visually (or by field PID) contaminated soils may be expected during excavation of the USTs and piping.
- b. Contractor shall be prepared to manage up to twenty tons of petroleum impacted soil, and any suspect soil shall be segregated and properly stored during characterization and preparation for off-site disposal by the Contractor.
- c. Any petroleum impacted soils shall be placed on, and covered with 6-mil polyethylene sheeting. Contractor shall be responsible for maintaining the soil stockpile covering and preventing nuisance run-off and erosion from the stockpile.
- d. For the purposes of estimating the cost of disposal, Contractor should list the cost for contaminated soil disposal per ton and for shipping per truck load.
- e. If any petroleum impacted soils are encountered, the impacted area should be marked with caution tape prior to backfilling as an aid during potential future excavation.

## **8. Excavated Materials**

- a. Contractor shall dispose of all demolition debris, trash, concrete, and asphalt, off-site at an authorized recycling and/or disposal facility, and Contractor shall furnish all trucking and pay all dumping fees.
- b. No demolition debris, trash, concrete, asphalt, or excavated soils shall be reintroduced into the excavation or used as backfill.
- c. Excavated soil that does not appear to be impacted by petroleum may be reintroduced into the excavation as backfill.
- d. Tie-down straps should be cut off below grade, and concrete deadmen should be left in place.

## **9. Assessment Sampling**

- a. The Contractor will coordinate with Town's designated LEP to allow the collection of UST assessment samples.

- b. Soil samples will be collected from the sidewalls of the excavation, beneath the UST, and along the piping trench, or as otherwise requested by the designated LEP.
- c. If groundwater is encountered, a water sample or samples will be collected per the direction of the designated LEP.

#### **10. Backfilling**

- a. Contractor will backfill excavation area with fill supplied by the Town.
- b. Backfill materials should be compacted in 12-inch lifts to 95% minimum density.

#### **11. Surface Restoration**

- a. The final 10 inches of backfill shall be a minimum of 10" of compacted ¾" process stone to support repaving.
- b. The surface should be 2 inches of binder and 2 inches of top coat
- c. The town will be reasonable for paving

#### **12. Temporary Fuel Tanks**

- a. The Town needs Temporary Fuel Tanks for their fleet during construction of the new system.
- b. The Contractor shall specify the type and size of the tanks they propose to provide and any power requirements for operation.
- c. The tanks shall be protected from vehicular accidents with concrete barriers.
- d. The Town has determined that at a minimum the Temporary Fuel Tanks should have the following features/capabilities:
  - Each tank should hold at least 5,000 gallons.
  - Double-walled, UL-142 tanks (Need to confirm with Fire Marshal).
  - Deliver fuel at a rate of at least 15 gallons per minute.
  - Some form of inventory management.

#### **13. Aboveground Storage Tanks for Gasoline and Diesel**

- e. The Town wants two 10,000-gallon aboveground storage tanks (ASTs) installed, and has determined that double-walled, cylindrical, steel UL-2085 tanks would meet all the site-specific requirements.
- f. The conceptual plan shows two 10,000-gallon, cylindrical, Fireguard® tanks by Highland Tank and Mfg. The Contractor may propose a different brand or type of tank if they have experience with a different manufacturer or configuration that still meets the site requirements. The Contractor shall specify the model number of the tanks they propose to

- g. install, minimum required options, and any optional equipment they recommend based on similar projects. The Town has determined that at a minimum the ASTs should have the following features/capabilities:
- Each tank must be less than 18 feet in length.
  - Electronic product level monitoring.
  - Interstitial Sensors installed in the spaces between the two walls.
  - Sensors and level probes should be connected to the existing Veeder Root Tank Monitoring System.
  - Audible and visual overfill prevention alarm.
- h. The ASTs should be filled from ground-level, remote fill boxes. The Contractor shall specify the model number of the fill box they propose to install, minimum required options, and any optional equipment they recommend based on similar projects.

#### **14. Dispensers, Pumps and Piping**

- a. The Town wants two diesel dispenser and two gasoline dispensers.
- b. The Contractor shall specify the model number of the dispensers they propose to install, minimum required options, and any optional equipment they recommend based on similar projects. The Town has determined that at a minimum the dispensers should have the following features/capabilities:
- The dispensers should interface with the Town's fuel management system.
  - The dispensers shall have a hose long enough to reach both sides of a vehicle and a hose retrieval system.
  - The hoses should have a breakaway fitting that allow quick repair.
  - High flow automatic nozzles.
  - Locking dispenser cabinets.
  - Weatherproof, aboveground, under-dispenser sumps with liquid sensors connected to the Veeder Root.
  - Filters located in the cabinet and over the containment sumps.
- c. The Contractor shall specify the model number of the pumps they propose to install. The Town has determined that at a minimum the pumps should have the following features/capabilities:
- Capable of at least 30 gallons per minute.
  - Should be designed to operate in operating temperatures expected to be seen in Connecticut (-10°F to 120°F)

- Should be a suction pump located within the dispenser cabinet
- d. The Contractor shall specify the type of piping they propose to install. The Town has determined that at a minimum the piping should have the following features/capabilities:
- Double walled.
  - Aboveground and visible for routine inspection.

#### **15. Diesel Exhaust Fluid (DEF) Dispenser**

- a. The Town wants a diesel exhaust fluid tank and dispenser (DEF Dispenser) that will be in a standalone cabinet situated next to the ASTs and the diesel dispenser.
- b. The DEF tank should be able to store between 450 and 600 gallons.
- c. The Contractor shall specify the model number of the DEF Dispenser they propose to install, minimum required options, and any optional equipment they recommend based on similar projects. The Town has determined that at a minimum the DEF Dispenser should have the following features/capabilities:
- Be designed to operate in operating temperatures expected to be seen in Connecticut (-10°F to 120°F)
  - Be insulated and heated with a redundant system.
  - There should be low temperature monitors that trigger audible and visible alarms in case of a failure of the heating system.
  - The hose should be at least 20 feet long, and have an automatic retrieval system.
  - The hose should be heated.
  - The nozzle enclosure should be heated and have a door.
  - Double-walled or have intrinsic secondary containment that can be routinely monitored.
  - There should be readily accessible filters located in the cabinet.
  - All metal wetted parts are required to be stainless steel.
  - Deliver DEF at a rate of at least 10 gallons per minute.
  - Interfaced with the Town's fuel management system.

#### **16. Fuel Management System**

- a. The Town wants a Fuel Management System (FMS) and has determined that the Petro Vend 200 would meet the minimum requirements.
- b. The Contractor shall specify the brand and model of the FMS they propose to install, and any optional features they recommend based on similar projects. The Town has determined that at a minimum the FMS should have the following features/capabilities:

- Be able to manage up to 300 unique users.
- Use of current employee fobs for driver and vehicle verification.
- User friendly and in common usage elsewhere in Connecticut.
- Interfaced with and control the DEF Dispenser.
- Be designed to operate in operating temperatures expected to be seen in Connecticut (-10°F to 120°F).

## **17. Canopy**

- a. The Town wants a canopy that can protect the tanks, dispensers, and the fueling process from direct precipitation.
- b. The Contractor may propose to reuse parts of the existing canopy if they determine that it would be prudent.
- c. The Contractor shall specify the size and type of canopy they propose to install. The Town has determined that at a minimum the canopy should have the following features/capabilities:
  - Be approximately 32 feet by 32 feet.
  - Storm drainage from the canopy should be channeled directly to the storm drain system and not onto the ground.
  - Be able to withstand wind and snow that could be expected in Connecticut.
  - A minimum of two supporting columns located between the ASTs as shown on the Conceptual Site Plan.

## **18. Bollards**

- a. Bollards should be constructed of steel pipe filled with concrete, and be able to stop a 4,500-pound vehicle going 30 mph.
- b. Bollards should be placed four feet on center around the ASTs, the Dispensers and the DEF Dispenser. All equipment and hoses should be located behind the bollards.
- c. Reinforced concrete fueling slab with positive limiting barrier.



**TOWN OF VERNON**  
**DEPARTMENT OF PUBLIC WORKS**

**CONTRACT #2077**

**REPLACEMENT OF FUEL TANKS AND DISPENSER ISLAND**  
**LOCATED AT THE DEPARTMENT OF PUBLIC WORKS**  
**383 HARTFORD TURNPIKE, VERNON, CT**

**PROPOSAL**

TO: Town of Vernon  
14 Park Place  
Vernon, CT 06066

Sirs:

THE UNDERSIGNED HEREBY DECLARES that:

- A. No person or persons other than those named herein are interested in this Proposal or in the Contract proposed to be taken; that it is made without any connection with any other person or persons making any proposal for the same work, and is in all respects fair and without collusion or fraud; that no person acting for or employed by the Town of Vernon (the Town) is now or will hereafter be directly or indirectly interested therein, or in any portion of the profits thereof in any manner which is unethical or contrary to law;
- B. He has read the information contained herein relating to the work;
- C. That in the event a Contract, as contemplated by this Proposal, is awarded to him, he will enter into a written Contract with the Town, and agrees that in case he fails to do so, the Town may determine that the bidder has abandoned the Contract, and thereupon the acceptance of this Proposal and the award shall be null and void, and that the proposal guarantee may be forfeited in whole or in part to the Town as the Town may determine, and he will, by such Contract, agree to furnish all materials herein required, within the time stipulated by the Town, will perform all services and will assume all liabilities and obligations connected therewith, all in accordance with the Contract, Specifications, and Instructions to Bidders, all of which are made a part hereof, and will accept in full payment therefore the following sums, to wit:

**BID PROPOSAL**

The undersigned representative of \_\_\_\_\_ hereby submits the following bid proposal on the equipment and/or work as specified:

Item	Description	Unit	Price
1	UST removal including: a) Mobilization. b) Utility locating. c) Permits. d) Fence/Barricades. e) Hauling and disposal of tanks, piping and any contents. f) Hauling and disposal of 200 gallons of product and water left in each tank. g) Hauling and disposal of all demolition debris, trash, concrete, and asphalt. h) Backfilling excavation area with fill supplied by the Town. i) Surface Restoration. j) Temporary Fuel Tanks.*	Lump Sum	
1	k) Hauling and disposal of product/water over 200 gallons.	Per gallon	
1	l) Hauling of contaminated soil.	Per 20 ton truckload	
1	m) Disposal of contaminated soil.	Per ton	
3	New tanks including: a) Two 10,000-gallon steel, aboveground storage tanks.* b) 24-month warranty against visible rust staining.* c) Bollards	Lump Sum	
3	Tank Monitoring System: d) Veeder Root TLS 350 or describe.* e) All sensors. f) Alarms. g) Installation. h) First year testing. i) 12-month warranty on parts and labor.	Lump Sum	
3	Tank Accessories including: j) One diesel dispenser and one gasoline dispenser.* k) Suction pump and pumping.* l) Double-walled piping.*	Lump Sum	
4	DEF Exhaust Fluid (DEF) tank and Dispenser: a) Enclosed Tank.* b) Standalone, weatherproof cabinet.* c) Monitors and alarms.* d) 12-month warranty on parts and labor.	Lump Sum	
4	Fuel Management System:* a) Initial setup. b) 12-month warranty and user support.	Lump Sum	
5	New Canopy.*	Lump Sum	

\* Describe on separate sheet any applicable detail including type, brand, model, volume, or dimensions

**1. BID BOND ATTACHED PER SPECIAL INSTRUCTIONS:**

YES \_\_\_\_\_ NO \_\_\_\_\_

**2. Bidder shall submit the name, address, responsible party and phone number of four or more companies where comparable services have been done. If none, state so.**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

**3. The undersigned declares that the signer of this proposal is:**

- (a) INDIVIDUAL doing business as
- (b) PARTNERSHIP doing business as
- (c) CORPORATION entitled

organized under the laws of the State of \_\_\_\_\_ and having its Principal offices at \_\_\_\_\_.

The names of all partners of a partnership or the principal offices of a corporation will be submitted upon request.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Firm Name

\_\_\_\_\_  
Print Street Address

\_\_\_\_\_  
Print City, State and Zip Code

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Area Code and Telephone Number

\_\_\_\_\_  
Area Code and Telecopier (Fax) Number

I, \_\_\_\_\_, hereby certify that I do not hold any executive or appointive office in the government of the Town of Vernon; furthermore, I do not anticipate holding or seeking office in the Town of Vernon for the duration of this contract. I further certify that the firm, which I represent, as named above, is an Equal Opportunity Employer.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**TOWN OF VERNON  
DEPARTMENT OF PUBLIC WORKS**

**CONTRACT #2077**

**REPLACEMENT OF FUEL TANKS AND DISPENSER ISLAND  
LOCATED AT THE DEPARTMENT OF PUBLIC WORKS  
383 HARTFORD TURNPIKE, VERNON, CT**

**CONTRACT**

This agreement, made and concluded by and between the Town of Vernon, a Municipal corporation organized and existing under the laws of the State of Connecticut, acting herein by its Town Administrator duly authorized, hereinafter designated the "Town" and \_\_\_\_\_ (being the party named in the attached copy of the proposal) hereinafter designated the "Contractor".

A. WITNESSETH, That said Contractor has agreed, and by these presents does for his, their, or its heirs, executors, administrators, successors, and assigns covenant, promise and agree to and with the said Town, for the consideration hereinafter mentioned and contained, and under the penalty expressed in bonds hereunto annexed, that the said Contractor shall and will, at his, its, or their own proper charge, cost and expense furnish all materials in accordance with this contract and the specifications which are a part hereof, viz.;

**REPLACEMENT OF FUEL TANKS AND DISPENSER ISLAND LOCATED AT THE  
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383 HARTFORD TURNPIKE, VERNON, CT**

all to be in accordance with the terms of the proposal for said material submitted to the Town Administrator of the Town, and made part of this contract.

B. TOWN ADMINISTRATOR TO BE JUDGE. The Town Administrator of the Town and his duly authorized representatives, hereinafter referred to as the "Administrator" shall be judge of the character, nature and fitness of all the materials furnished under this contract.

C. CONTRACTOR RESPONSIBLE FOR WHOLE WORK. The Contractor shall be responsible for the entire work until its final acceptance, and any unfaithful or imperfect work or defective material that may be discovered at any time before said final acceptance shall be immediately corrected or removed by said Contractor on requirement of the Administrator.

D. INDEPENDENT CONTRACTOR. The selected Contractor is an independent contractor and is not an employee, partner, or co-venturer of, or in any other service relationship with the Town of Vernon. The Contractor is not authorized to speak for, represent, or obligate the Town of Vernon in any manner without the prior expressed written authorization from the Town of Vernon.

E. DEFECTS IN MATERIAL. In the case the nature of the defect(s) is such that it is not expedient to have them corrected, the Administrator shall have the right to deduct from the amount due the Contractor on the final settlement of the accounts such sum of money as he considers a proper equivalent for the difference between the value of the materials specified and that furnished, or a proper equivalent for the damage.

F. PARTIAL PAYMENT NOT ACCEPTANCE. It is also agreed that this is an entire contract for one whole and complete work, and that no partial payments on account by the Town, nor the presence of the Administrator or inspectors, or their supervision or inspection of work or materials, shall constitute an acceptance of any part of the work before its entire completion and final acceptance.

G. COMMENCEMENT AND COMPLETION OF WORK. The Contractor shall furnish the material contracted for within the time stated therefore in the specifications for this work.

H. INSURANCE. The successful bidder must carry the following insurance coverages:

**Commercial General Liability** (Town of Vernon added as additional insured):

Each Occurrence:	\$ 1,000,000
Personal/Advertising Injury per Occurrence:	\$ 1,000,000
General Aggregate:	\$ 2,000,000
Product/Completed Operations Aggregate:	\$ 2,000,000
Fire Damage Legal Liability	\$ 100,000

**Automobile Liability** (Town of Vernon added as additional insured):

Each Accident:	\$ 1,000,000
Hired/Non-owned Auto Liability:	\$ 1,000,000

**Workers' Compensation/Employers Liability**

Workers' Compensation Statutory Requirement set forth by State of CT

Employers Liability

Each Accident	\$ 100,000
Disease-Policy Limit	\$ 500,000
Disease-Each employee	\$ 100,000

**Umbrella/Excess Liability** (following form of general liability, auto liability and employer liability):

Each Occurrence:	\$ 1,000,000
General Aggregate:	\$ 2,000,000
Product/Completed Operations Aggregate:	\$ 2,000,000

**Professional Liability** (where required)

Each Claim:	\$ 1,000,000
Annual Aggregate	\$ 1,000,000

I. EXTENSION OF TIME. If the Contractor is delayed in the prosecution or completion of the work by or on account of any act or omission of the Town, or by strikes or causes beyond control of the Contractor, he shall be entitled to such reasonable extension of time for the completion of the work as may be decided upon by the Administrator, provided, however, that no claim for an extension of time for any reason shall be allowed, unless, within three days after such delay occurs, notice in writing of the fact of said delay, its causes, and the extension claimed, shall be given by the Contractor to the Administrator.

J. TIME LIMITS. All time limits stated in the Contract Documents are of the essence of the Contract.

K. CONTRACTOR'S DUTIES AND LIABILITIES. The Contractor shall comply with all local, state and national laws and regulations, and with all Town ordinances in the prosecution of the work, and shall secure all necessary permits and licenses.

L. INDEMNIFICATION/HOLD HARMLESS. The selected Contractor agrees to defend, indemnify and hold harmless the Town of Vernon, its respective officers, employees, elected officials, agents, servants and volunteers from and against any and all claims, liabilities, obligations, causes of action of whatsoever kind and nature for damages, including but not limited to damage to the premises or other property, and costs of every kind and description arising from its entry upon the premises, or arising from work or other activities conducted thereon, alleging but not limited to bodily injury, personal injury, medical malpractice, property damage caused by the Contractor and its employees, contractor, sub-contractors and agents. This indemnification includes the Contractor's duty to defend the Town of Vernon from any such claims.

M. CONTRACTOR LIABLE FOR DAMAGES.

a. The Contractor shall indemnify and save harmless the Town, its officer, agents and servants against and from all damages, costs and expenses which they or any of them may suffer by, from or out of any and all claims for payment for materials or labor used or employed in the execution of this contract, and also for injuries or damages received or sustained to person or property, or both, in consequence of or resulting from any work performed by said Contractor, or of or from any negligence in guarding said work, or of or from any act or omission of said Contractor, and said Contractor shall also indemnify and save harmless said Town from all claims under the Workmen's Compensation Act arising under or out of this contract.

b. Employees' Compensation Insurance shall be as provided by Connecticut law and custom.

c. See specifications for required types of insurance.

d. Sub-contractors must be protected by insurance the same as the principal contractor.

e. It is agreed between the parties hereto that the amount of insurance set forth above does not in any way limit the liability of the Contractor to the Town by virtue of his promise to hold the Town harmless so that in the event that any claim results in a settlement or judgment in any amount above said limits, the Contractor shall be personally liable to the Town for the difference.

f. Certificates of the insurance company or companies, must be submitted to the Administrator before the Contractor starts work. Should any insurance expire or be terminated during the period in which the same is required by this contract, the Administrator shall be notified thirty (30) days in advance and such expired or terminated insurance must be replaced with new insurance and a new certificate furnished to the Administrator. g. Failure to provide the required insurance and certificates may, at the option of the Town, be held to be a willful violation of this Contract.

N. WAIVER OF SUBROGATION REQUIREMENT. The selected Contractor will require all insurance policies in any way related to the work and secured and maintained by the Contractor to include clauses stating each carrier will waive all rights of recovery, under subrogation and otherwise, against the Town of Vernon, and its respective officers, employees, agents, servants, elected officials, and volunteers. The selected Contractor shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of the Town of Vernon.

O. PATENTS. The Contractor shall defend any suits or proceedings brought against the Town for alleged infringements of patents by or by reason of any material furnished under this contract, and shall pay any damages or costs that may be awarded against the Town as a result of such suits, free of all expense to the Town.

P. AVOIDANCE OF CONTRACT. If this Contract shall be assigned without the written consent of the Administrator, or if at any time the Administrator shall be of the opinion that the work on said material is necessarily or unreasonably delayed, or that the Contractor is willfully violating any of the conditions or agreements of this contract, or that the progress of the work is, in his opinion, being so delayed that said material cannot be supplied within the required time, the Administrator may give written notice, postage prepaid, to the Contractor, at his business address, to that effect. If the Contractor shall not, within ten days after the mailing of such notice, take appropriate measures, in the judgment of the Administrator, to insure the satisfactory completion of the work, he may notify the Contractor in writing, to discontinue all work on said material under this contract; and it is hereby agreed that the Contractor shall thereupon at once stop work and cease to have the right or claim to possession of the material; and the Town may, by means of such other agents or contractors as shall to it seem advisable, complete the work herein described, or such part thereof as it may deem necessary, and may take possession of and use such materials, except as otherwise provided. The Contractor shall not remove any portion of the materials after receiving such notice as aforesaid. And said Town is hereby authorized and empowered to apply sums of money due or to become due to said Contractor under this Contract by way of reduction in damages, and as part payment of such additional expense incurred by the Town as aforesaid.

Q. CONTINGENT UPON AVAILABILITY OF FUNDS. The Town's obligation under this RFP is contingent upon the availability of appropriated funds from which payment for RFP purposes can be made. No legal liability on the part of the Town for any payment may arise until funds are made available and approved for this RFP and until a Purchase Order has been issued.

R. PAYMENTS. In accordance with Connecticut General Statutes 31-53, Certified Payrolls with a statement of compliance shall be submitted monthly along with the Contractor's Application for Payment, to the Architect for review and certification. The Town will pay and the Contractor will receive, as full compensation for furnishing such materials, the amount stated in the proposal, or the sums of money computed at the several unit prices stated in the proposal submitted by the Contractor to the Administrator. A copy of the proposal is made a part of this Contract. The Town may make such deductions from these sums as are provided for in this Contract.

S. FINAL COMPLETION AND FINAL PAYMENT. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of Final Application for Payment, the Administrator will promptly make such inspection and, when he finds the work acceptable under the Contract Documents and the contract fully performed, he will promptly issue a final Certificate of Payment stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable. The Administrator's final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth herein had been fulfilled. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.



T. NO INTEREST TO BE PAID. No interest is to be allowed or paid by the Town upon any monies retained under the provisions of this contract.

U. TERMINATION.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under this RFP, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this RFP, the Municipality shall, thereupon, have the right to terminate this RFP by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this RFP shall, at the option of the Municipality, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the effective date of termination.

Termination for Convenience: Either party to this RFP may terminate this RFP at any time by a notice in writing, effective not less than thirty (30) days prior to the termination date. If the RFP is terminated by the Municipality as provided herein, the Contractor will be paid for services performed up to the date of termination.

V. CONTENTS OF CONTRACT. The information for bidders, the proposal, the specifications, together with special provisions following herewith, and the bond and any and all additions which may be inserted or attached to any, or all of the sections as listed above, together with the drawings named in the information for bidders are made a part of this Contract.

W. AUTHORITY AND DUTIES OF INSPECTOR. An Inspector is a representative (but not a duly authorized representative as referred to in Article B of this Contract) of the Administrator assigned to make any and all necessary inspections of the work performed and materials furnished by the Contractor. Inspectors shall be authorized to inspect all work done on materials furnished. Such inspection may extend to all or any part of the work and to the preparation of the materials to be used. In case of dispute arising between the Contractor and the Inspector as to materials furnished or the manner of performing the work, the Inspector shall have the authority to reject material or suspend the work until the question at issue can be referred to and decided by the Administrator. The Inspector shall not be authorized to revoke, alter, enlarge, relax or release any requirements of the specifications nor to approve or accept any portion of the work, nor to issue instruction contrary to the plans and specifications. The Inspector shall not act as foreman or perform other duties of the Contractor nor interfere with the management of the work by the Contractor. Any advice which the Inspector may give the Contractor shall in no way be construed as binding the Administrator of the Town in any way nor releasing the Contractor from the fulfillment of the terms of the Contract.

X. FAIR EMPLOYMENT PRACTICES. The Contractor hereby agrees that neither he nor his subcontractors will refuse to hire or employ or to bar or to discharge from employment an individual or to discriminate against him in compensation or in terms, condition or privilege of employment because of race, color, religious creed, age, sex, national origin or ancestry, except in the case of bona fide occupational qualification or need. The Contractor further agrees that neither he nor his subcontractors will discharge, expel or otherwise discriminate against any person because he has opposed any unfair employment practice or because he has filed a complaint or testify or assisted in any proceeding under Section 31-127 of the Connecticut General Statutes. The advertisement of employment opportunities will be carried out in such manner as not to restrict such employment so as to discriminate against individuals because of their race, color, religious creed, age, sex, national origin or ancestry, except in

the case of a bona fide occupational qualification or need. The terms stated above are taken from Section 31-126 of the Connecticut General Statutes, "Unfair Employment Practices".

Y. LAWS AND JURISDICTION. The parties hereto agree that this contract is subject to the laws and jurisdiction of the State of Connecticut.

Z. COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986. The Contractor hereby agrees that he is aware of and has complied with the hiring and documentation requirements of the Immigration Reform and Control Act of 1986. The Contractor agrees that it has asked for and examined documentation in order to verify the legal employability of its employees and has executed the appropriate forms attesting thereto pursuant to the Act. The Contractor further agrees to indemnify and hold the Town harmless from any costs and/or penalties incurred, including but not limited to fines, attorney's fees and costs arising from a claim of violation of said Act.

AA. DISPUTES. The parties agree that any dispute will be submitted to the Superior Court, Judicial District of Tolland, at Rockville, Connecticut.

AB. ANTI-TRUST PROVISIONS. The Contractor or Subcontractor offers and agrees to assign to the Town all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. Section 15, or under Chapter 624 of the General Statutes of Connecticut, arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the Town awards or accepts such contract, without further acknowledgement by the parties.

IN WITNESS WHEREOF, the parties hereto set their hands and seal this

\_\_\_\_\_ day of \_\_\_\_\_, 2021.

Signed in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

THE TOWN OF VERNON:

By: \_\_\_\_\_  
Michael J. Purcaro  
Town Administrator

IN WITNESS WHEREOF, the parties hereto set their hands and seal this

\_\_\_\_\_ day of \_\_\_\_\_, 2021.

Signed in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title: