

REQUEST FOR PROPOSALS
ENGINEERING SERVICES FOR
OLD LANDFILL REMEDIATION, PROJECT NO. 21-059
FOR THE CITY OF CASPER PUBLIC SERVICES DEPARTMENT
SOLID WASTE DIVISION

Date: January 17, 2024

Proposals are being requested from qualified engineering consultants to furnish design, bidding and construction administration services for the Old Landfill Remediation Project No. 21-059. All proposing firms must demonstrate experience with landfill remediation including passive gas venting systems, or be on the list of prequalified design firms (Exhibit "A") maintained by the Wyoming department of Environmental Quality (WDEQ), Solid & Hazardous Waste Division, Landfill Remediation Program (LRP). An example of historic work on the project is being provided for informational purposes only in Exhibit "B."

Such proposals will be received by the City of Casper Public Services Department, City Engineering Division, Casper Business Center, 123 West 1st Street, Suite 570, Casper, Wyoming, 82601, until 5:00 p.m., Local time, February 9, 2023.

PROJECT DESCRIPTION

The project consists of the following work at the City of Casper Solid Waste Facility, located at 1886 Station Road, Casper, Wyoming 82609:

- Preplanning Investigation of Borrow Area (Knife River Property owned by the City of Casper) via Test Pits.
- Dirt Work, grading for proper drainage on old landfill site.
- Monitoring Wells Installation and Commissioning/Inspection/Testing/Reporting.
- Passive gas collection system installation.

SCOPE OF SERVICES

The Scope of Services shall, as a minimum, include the following:

A. Design Phase.

1. The Consultant shall meet with City and WDEQ/LRP representatives to discuss proposed project configuration and layout. All designs shall comply with DEQ Solid Waste Rules.
2. The Consultant shall conduct field investigations and surveys as necessary to verify existing conditions, especially topographic data, existing utility locations, right-of-way, surface elevations, and to establish grades needed to

provide positive drainage throughout the corridor.

- a. Field investigations shall include a report to match the format of the December 3, 2021 Test Pit Exploration Summary Report with pictures, daily summary reports, and soil logs. Minimum of six (6) test pits shall be dug to determine the feasibility of using the neighboring “Knife River Property” owned by the City of Casper as a borrow area. If trash/solid waste is encountered, a meeting with the City of Casper and WDEQ/LRP shall be held to discuss how to proceed. A sub-Consultant may be used for this work. The Consultant shall include and conduct all additional Geotechnical investigations for the permitting, design, and construction of the work.
4. The Consultant shall prepare plan sheets that have been approved and signed by a licensed Professional Engineer registered in the State of Wyoming. The plan sheets shall include the proposed area showing the final elevations with final cover to meet the requirements in Exhibit “B” of grades with a minimum of 2%, cut, fill, alignments, typical sections, and all details necessary for construction, and other details necessary.
5. The Consultant shall prepare final drawings on a computer-aided drafting format. Digital format shall be DXF and be compatible with AUTOCAD Version 2023 release or later. The Consultant shall also provide a final set of plans in 11x17 paper copy designated as “Old Landfill Remediation, Project No. 21-059 - Bid Set” approved and signed by a licensed Professional Engineer registered in the State of Wyoming, and a complete set of plans electronically in a pdf format that can be printed as a complete set and to scale, ready for reproduction if needed and all CAD files associated to the project. The project will be designed and presented to the City of Casper in accordance with Casper Municipal Code 16.16.020.
6. The Consultant shall prepare, and submit to the City Engineering Office and WDEQ/LRP, a project cost estimate when preliminary plans are at approximately fifty percent (50%) complete, at ninety percent (90%) complete, and at the completion of the design at one hundred percent (100%). All costs shall comply with LRP reimbursement requirements as per Exhibit C - Attachment C, “Items Eligible for Payment of our Agreement with the City.
7. Consultant shall provide the City Engineering Office two (2) hard copy (paper) sets and digital (PDF) sets of the preliminary construction drawings and project manuals to be reviewed by City Staff and WDEQ/LRP at fifty percent (50%) and ninety percent (90%), and to conduct review meetings

involving City Staff and WDEQ/LRP to go over all comments at each phase. Copies shall be both hard copy (paper) and digital.

8. The Consultant shall create and submit a plan for on going monitoring wells. A minimum of two (2) Monitoring Wells are to be installed and maintained across Bryan Stock Trail West from the site of the Old Landfill. Any additional wells will be submitted to and approved by the City of Casper and WDEQ/LRP.
9. Consultant shall create and submit a plan for a passive gas collection system on the western edge of the old landfill site.

B. Project Manual.

1. Consultant shall prepare Technical Specifications covering the required work for the Project.
2. Consultant shall prepare Construction Drawings and Specifications in accordance with the most current City of Casper "Standard Specifications for Street Construction," latest version.
3. General Conditions and Supplemental Conditions of the Specifications shall be based on current City of Casper approved documents.
4. The Consultant shall prepare a Project Manual to include the following:
 - a. Technical Specifications.
 - b. Bid Schedule to accompany the Owner's Bid Form.
 - c. Edited "front end" documents of the Project Manual supplied by the City Engineering Office. Documents supplied will consist of Advertisement for Bids, Instruction to Bidders, Performance and Payment Bonds, Bid Bond and Form, Agreement between Owner and Contractor, General Conditions, and Supplementary Conditions. Consultant shall review these documents, insert modifications where necessary, and return them for final review. After front end documents are reviewed by the Owner, Consultant shall incorporate any changes into the Project Manual.

The Consultant shall affix their professional engineer's stamp, date, and signature to the front cover of the project manual and in accordance with Wyoming State Registration Statutes.

C. Final Bidding Documents.

1. The Consultant shall provide the City Engineering Office one (1) hard copy (paper) set and one (1) digital (PDF) set of Bidding Documents at the completion of the design. The Consultant shall affix his registration stamp, date, and signature to the Bidding Documents in accordance with Wyoming State Registration Statutes.
2. The Consultant shall submit to the City, as a minimum, final drawings consisting of plan sheets showing the roadway and necessary details related to this project, and as follows:
 - a. Title Sheet that shows the project limits and location with respect to the surrounding region. This sheet shall also have an index and legend. The sheet shall bear the Consultants registration stamp, date and signature.
 - b. Utility Plan indicating plans and profiles of all utilities to be replaced or modified.
 - c. Grading Plan showing the grades and direction of drainage for any runoff with proposed and existing elevations.
 - d. Drainage Details showing size and location of drainage features if necessary.
 - e. Other Details showing locations of the wells and passive gas vent system.
3. The Consultant shall provide the City Engineering Office a copy of final drawings of the project in AUTOCAD and PDF formats, and the project manual in Microsoft Word and PDF formats labeled "Bidding Documents - Old Landfill Remediation, Project No, 21-059". The consultant shall provide the City Engineering Office a copy of the final contract specifications in Microsoft Word format. The sets shall be both hard copy (paper) and digital.

D. Advertising and Bidding:

1. The Consultant shall utilize and maintain project information with City of Casper's QuestCDN and QuestvBid website for the following: advertisement, distributing addenda and bidding information to planholders, uploading project documents including all plans and specifications, and distributing bid tabulations to planholders.

2. The Consultant shall arrange for and conduct a pre-bid conference approximately ten (10) days prior to the bid opening. The Consultant shall take minutes of the meeting and distribute them through QuestCDN and QuestvBid.
3. Consultant shall prepare and distribute addenda through QuestCDN and QuestvBid, if necessary.
4. The Consultant shall assist the City in opening, tabulating, and evaluating bids.
5. The Consultant shall provide a written opinion to the Casper Engineering Office stating their recommendation for awarding the bid.

E. Construction:

1. General Administration of Construction Contract. Consultant shall consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, No. 1910-8 (1990 edition) of the Engineers' Joint Contract Documents Committee, as amended by the Supplementary Conditions. The extent and limitations of the duties, responsibilities and authority of Consultant, as assigned in said Standard General Conditions, as amended, shall not be modified, except as Consultant and Owner may otherwise agree in writing. All of Owner's instructions to Contractor(s) will be issued through Consultant who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions, as amended, except as otherwise provided in writing. Consultant shall meet with Owner throughout the construction phase as deemed necessary by the Consultant or Owner, but not less than one (1) time per week.
2. Pre-construction Conference. Consultant shall organize and conduct a pre-construction conference with the successful bidder, and shall invite representatives of all affected utilities, the City staff, and the project team. The Consultant will prepare minutes of this conference for future reference, and shall supply a copy to the Owner. At this conference, the Consultant will deliver up to five (5) copies of the Contract Documents to the successful bidder.
3. Project Coordination. Consultant shall be responsible for coordination with the Department of Environmental Quality (DEQ) and other entities as required to construct the improvements, as well as with all affected property owners within the project areas. This shall include timely notification of construction activities as necessary and the procurement of all necessary

certifications from the appropriate agency or agencies.

4. Visits to Site and Observation of Construction. In connection with observations of the Work of Contractor(s) while it is in progress:
 - a. Consultant shall make visits to the site at intervals appropriate to the various stages of construction as Consultant deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Based on information obtained during such visits and on such observations, Consultant shall endeavor to determine if such Work is proceeding in accordance with the Contract Documents, and Consultant shall keep Owner informed of the progress of the Work. A part time Resident Project Representative (RPR) will be required for all grading or other surface work. A full time RPR will be required during the work on the passive vent system or any other underground work.
 - i. The purpose of Consultant's visits to the site will be to enable Consultant to carry out the duties and responsibilities assigned to, and undertaken, by Consultant during the construction phase, and, in addition, by exercise of Consultant's efforts as an experienced and qualified design professional, to provide Owner with a degree of confidence that the completed Work of Contractor(s) will conform to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). Subject to other terms of this agreement, Consultant shall not, during such visits or as a result of such observations of Contractor(s)' Work in progress, supervise, direct, or have control over Contractor(s)' Work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the Work of Contractor(s) or for any failure of Contractor(s) to comply with Laws and Regulations applicable to Contractor(s) furnishing and performing their Work.
 - ii. Accordingly, Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents. During such visits, and based on his on-site

observations, as an experienced and qualified design professional, Consultant shall keep Owner informed of the progress of the Work, and will alert Owner to defects and deficiencies in the Work of Contractor(s) and may disapprove or reject Work as failing to conform to the Contract Documents.

- b. Consultant shall prepare reports of the Contractor(s)' activities and maintain an accurate "construction diary". Construction diary shall contain notes of all materials installed, and any and all pertinent conversations with the Contractor(s) or other entities on behalf of the Owner, a copy of which shall be given to Owner no less frequently than one (1) time each week during construction of the Project.
 - d. Consultant shall maintain a digital photograph log during the course of construction. Photograph notations shall contain the direction of the photo, a brief description of the activity and date, and the photo number. The photograph log shall be delivered to the Owner upon completion of the Project. Photographs shall be taken randomly during critical stages of construction, but in no event shall they be taken less than once a week.
 - e. Consultant shall maintain a correspondence file, including but not limited to, all memoranda, correspondence, and minutes of the progress meetings.
 - f. During construction, progress meetings to include Owner's representative, Consultant, and Contractor(s) and subcontractors, as applicable, shall be held on a weekly basis. Consultant shall be responsible for keeping minutes of these progress meetings, and for circulating the minutes to all attendees within four (4) days following the meeting.
 - g. In order to track progress of construction, Consultant shall prepare weekly progress reports to be provided to the Owner. This report shall include information on major progress during the past week, assess construction progress with respect to the Contractor(s)' construction schedule, and note any outstanding claims or potential changes in the scope of the project as identified or conveyed to Consultant during that week of construction activity. Consultant shall sign this report and obtain a signature from the Contractor(s) that he is in agreement.
5. Construction Staking. Consultant shall provide limited construction staking

services for the Contractor(s), as follows:

- a. Establish horizontal and vertical control for construction.
 - b. All staking will be done once, and Contractor(s) will be responsible for additional staking at his cost.
6. Defective Work. During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor(s)' Work while it is in progress if Consultant believes that such Work does not conform to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
7. Interpretations and Clarifications. Consultant shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith evaluate, prepare and process Work Directive Changes and Change Orders as required, for submittal to Owner.
8. Shop Drawings. Consultant shall review and approve, or take other appropriate action with respect to, Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto.
9. Substitutes. Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).
10. Inspection and Tests. Consultant shall provide for material testing as specified in the Contract Documents and the City of Casper Standard Specifications for Public Works Construction and Infrastructure Improvements.
11. Disputes between Owner and Contractor. Consultant shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder and make decisions on all claims of Owner and Contractor(s) relating to the acceptability of the Work thereunder or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. Consultant shall not be liable for the results of any such interpretations or decisions rendered in good faith. Owner reserves the right to render final decisions on all Contractor(s) claims, acceptability of the Work, and interpretation of the requirements of

the Contract Documents.

12. **Applications for Payment.** Based on Consultant's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of Applications for Payment and the accompanying data and schedules:
 - a. Consultant shall determine the amounts owing to Contractor(s) and recommend, in writing, payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to Owner, based on such observations and review, that the Work has progressed to the point indicated, and that, to the best of Consultant's knowledge, information and belief, the quality of such Work is in accordance with the Contract Documents (subject to an evaluation of such Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract documents, and to any other qualifications stated in the recommendation). In the case of Unit Price Work, Consultant's recommendations of payment will include final determinations of quantities and classifications of such Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Consultant will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Consultant to check the quality or quantity of Contractor(s)' Work as it is furnished and performed beyond the responsibilities specifically assigned to Consultant in this Contract and the Contract Documents. Consultant's review of Contractor(s)' Work for the purposes of recommending payments will not impose on Consultant responsibility to supervise, direct or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s)' compliance with Laws and Regulations applicable to their furnishing and performing the Work. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes any Contractor(s) has used the monies paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
13. **Contractor(s)' Completion Documents.** Consultant shall receive and review

tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of tests and approvals the results certified indicate compliance with, the Contract Documents), and shall transmit them to Owner with written comments.

14. Walk-Through. Consultant shall conduct a walk-through with the City to determine if the Work is Substantially Complete and a final walk-through to determine if the completed work is acceptable so that Consultant may recommend, in writing, final payment to Contractor(s) and may give written notice to Owner and the Contractor(s) that the Work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to limitations expressed in paragraph I.B.12.b (Construction Phase).
15. Record Drawings. Consultant shall provide the Owner one (1) set of electronic drawings showing those changes made during the construction process, based on the marked-up prints, drawings, survey data, and other data furnished by Contractors to Consultant and which Consultant considers significant. Consultant shall also maintain a regularly updated set of "as-constructed" blueprints indicating Consultant(s)' observations of "as-constructed" Work performed by the Contractor(s). Within thirty (30) days of Substantial Completion, Consultant shall submit one (1) reproducible set of 11"x 17" record drawings to Owner. Consultant shall also provide to Owner a copy of record drawings in PDF and AutoCAD (in conformance with City of Casper Municipal Code 16.16.020 and United States National CAD Standards). format compatible with the Owners system, labeled as "Record Drawings – Old Landfill Remediation, Project 21-059.
16. Warranty Period Inspections. Consultant shall perform warranty period inspections for completed construction, during a one (1) year period after Final Completion of the construction phase. Warranty inspections shall include, but not be limited to, assisting Owner in addressing public complaints concerning construction deficiencies during the warranty period, attending an on-site project inspection walk-through of the project and preparing a listing of noted construction deficiencies at approximately eleven (11) months after the Final Completion date for construction, and follow-up.
17. Change Orders. Consultant shall evaluate and make recommendations for all requests for change orders during the construction of the Work. Consultant shall prepare and submit construction change orders along with all necessary documentation to the Owner for approval.

18. Limitation of Responsibilities. Unless otherwise provided for in this Contract, Consultant shall not be responsible for the acts or omissions of any Contractor(s), or of any Subcontractor or Supplier, or any of the Contractor(s)' or Subcontractor(s)' or Supplier(s)' agents or employees or any other persons (except Consultant's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' Work; however, nothing contained in paragraphs I.B.1 through I.B.17 (Construction Phase), inclusive shall be construed to release Consultant from liability for failure to properly perform duties and responsibilities assumed by Consultant in the Contract Documents.

ENGINEERING FEE

In submitting a proposal for this project, the consultant shall prepare and enclose **In A Sealed Envelope** one (1) detailed fee schedule with an upset amount for each fee schedule as covered by the Scope of Services in this RFP. Selection of a Consultant to provide services for this RFP shall be based on professional qualifications and fee-based criteria, and the fees of the top three (3) Consultants selected for interview will be opened.

The engineering fee shall be based on estimated project costs, time and material, including hourly rates for technical personnel, and reimbursables, with an upset amount. The fee schedule shall include: obtaining environmental approval or permitting, design, test pits, bidding, materials testing, construction administration and well monitoring. If at any time during the term of this contract it appears that the upset amount will be exceeded, the Consultant shall immediately notify the Casper Engineering Staff and provide a complete statement justifying the anticipated change in the contract fee. An amendment authorizing any increased fee can only be approved by the City Council. The amendment must be approved before the commencement of any additional work.

The Consultant shall be responsible and responsive to the City in its requests and requirements within the scope of this proposal, and shall confer with and be guided by the directives of the City through the office of the City Manager or his designated representative.

TIMETABLE

Following is the tentative timetable for this RFP:

- | | | |
|----|--|----------------------|
| 1. | Proposal Due: | February 9, 2024 |
| 2. | Consultant's Presentation and Interview: | by February 13, 2024 |
| 3. | Selection of Consultant by Council: | February 20, 2024 |
| 4. | Contract Bidding: | May 31, 2024 |
| 5. | Completion of Services: | September 30, 2024 |

The submittal of a proposal will be indication that the Consultant has no problem in keeping this schedule.

MEETINGS

The Consultant shall attend any special meeting with the City Manager or City staff, relating to the performance of this contract, and shall provide the City with monthly written progress reports, accompanying partial payment requests. Progress reports shall include personnel utilization and associated time applied to the project, in addition to an itemization of expenses.

CONTRACT

The Consultant will be required to sign a contract with the City relating to the work to be performed. Such contract shall include, but not necessarily be limited to, the following articles: method of compensation, time of performance, subcontracts, duties of the consultant, termination of the contract, ownership of material, changes, EEO, ADA, submission of material, and obligations of the City.

SELECTION.

The selection of the consulting firm will be based upon General Qualifications and Specific Qualifications. General Qualifications include project team qualifications, team management and organizational structure, demonstrated experience with landfill remediation including passive gas venting systems, proven record of meeting time requirements, and demonstrated history of local community performing field work.

A maximum of three (3) consulting firms will be selected to be interviewed by City staff on the basis of the proposal submittals and qualifications. Upon completion of these interviews, one consulting firm will be selected based on qualifications and fee.

The procedure for considering the priced proposal will be based on selection of three (3) proposals that best meet the above qualifications-based criteria, excluding consideration of the fee proposal. Upon selection of the top three (3) qualified teams, the fee proposals for these three consulting firms shall be opened and analyzed by the City-assigned engineer. The City-assigned engineer will prepare a written summary of the price proposals to be distributed to the selection committee prior to the consultant interviews. Price proposals for Consultants not selected shall be returned unopened to the Consultant. No prospective proposer shall withdraw his proposal for a period of sixty (60) days after the deadline for proposal submittals.

In making a proposal, the Consultant hereby certifies that he has reviewed this RFP and is familiar with all conditions contained therein.

City staff will review all proposals. Final selection of the consultant will be made by the City Council.

GENERAL.

A. Additional Information.

In addition to the items addressed in the Scope of Services, the following information relating to the consultant's qualifications is required. The Consultant shall submit one (1) copy of the non-priced technical proposal via email to mharris@casperwy.gov and cc: asveda@casperwy.gov.

1. The consulting firm's name, address, and telephone number.
2. Types of services which your firm is qualified to provide.
3. Verification of being on the list of prequalified design firms (Exhibit "A") maintained by the Wyoming department of Environmental Quality (WDEQ), Solid & Hazardous Waste Division, Landfill Remediation Program (LRP).
3. Names of key personnel, the experience of each available for this project, each key personnel's proposed work load and availability towards this project.
4. Names and addresses of outside consultants or associates which will be retained for assistance.
5. Number and type of current projects for which the firm is principal engineer.
6. Recent list of completed projects most similar to this project, including key contacts and references, approximate budget, and other pertinent information.

One (1) Engineering Fee proposal with upset amount in a sealed envelope shall be submitted with the emailed non-priced technical proposal. The envelope containing the price proposal shall be labeled "OLD LANDFILL REMEDIATION, PROJECT 21-059 - PRICE PROPOSAL". The price proposal shall be signed by an authorized representative of the Consultant offering the proposal.

B. Addendum or Supplement to Request for Proposal.

In the event that it becomes necessary to revise any of this Request for Proposal (RFP), an Addendum to this RFP will be provided to each Consultant. The City reserves the right to change submission date(s) for any reason, including an Addendum or Supplement to the RFP.

C. Late Proposals.

Late proposals will not be accepted. It is the responsibility of the Consultant to ensure that the proposal arrives prior to 5:00 p.m., Local Time, Friday, February 9, 2024.

D. Rejection of Proposals.

The City of Casper reserves the right to reject any or all submissions, and to waive informalities and minor irregularities in submissions received, and to accept any portion of a proposal or all items if deemed in the best interest of the City of Casper.

E. Response Material Ownership.

All material submitted regarding this RFP becomes the property of the City of Casper and will only be returned to the Consultant at the City's option. Responses may be reviewed by any person after the final selection has been made. The City of Casper has the right to use any or all ideas presented in reply to this request. Disqualification of a Consultant does not eliminate this right.

F. Incurring Costs.

The City of Casper is not liable for any costs incurred by the Consultant prior to issuance of an agreement, contract, or purchase order.

G. Acceptance of Proposal Content.

The contents of the proposal of the successful Consultant may become contractual obligations if the City of Casper wishes to execute a contract based on the submitted proposal. Failure of the successful Consultant to accept these obligations in a purchase agreement, purchase order, contract, or similar instrument may result in cancellation of the award, and such Consultant may be removed from future solicitations.

H. Reference Checks.

The City of Casper reserves the right to contact any reference or any client listed in the documents for information which may be helpful to the City in evaluating the Consultant's performance on previous assignments.

I. Attachments.

Exhibit "A"
Exhibit "B"
Exhibit "C"