

TOWN OF ASHFORD

Office of the Selectmen

Michael J. Zambo
First Selectman

REQUEST FOR PROPOSALS PHASE I AND II ENVIRONMENTAL SITE ASSESSMENTS

The Town of Ashford requests sealed proposals for Phase I and Phase II environmental site assessments of an approximately 350-acre property located on Route 44 in the towns of Ashford and Willington known as the Cadlerock property.

Project specifications are available on line at www.ashfordtownhall.org , www.willingtonct.org, the State of Connecticut Department of Administrative Services website and from cabikoff@ashfordtownhall.org.

Proposals must be received by the Ashford Selectmen's Office, 5 Town Hall Road, Ashford, CT 06278 by noon on Friday, March 2, 2018 at which time they will be opened and read. Late proposals will remain unopened and will be destroyed.

Local and minority owned/operated and/or women owned/operated businesses are encouraged to submit proposals.

The Ashford Board of Selectmen reserves the right to reject any and all bids, to waive any and all technicalities and to award the bid considered to be in best interest of the Towns of Ashford and Willington.

5 Town Hall Road, Ashford, Connecticut 06278 Tel: 860-487-4400 Fax: 860-487-4430

The Town of Ashford is an equal opportunity provider and employer

Town of Ashford, CT
5 Town Hall Road
Ashford, CT 06278
February 1, 2018

REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSALS

Phase I and II Environmental Site Assessments

Commercial / residential property: The Cadlerock Property, located between 392 and 460 Squaw Hollow Road (Route 44), Willington/Ashford, CT

The Cadlerock Property (the “Property”) is located in a commercially and residentially zoned area along Route 44 (Squaw Hollow Road) in the Towns of Ashford, Windham County, Connecticut and along Route 44 (Boston Turnpike), Willington, Tolland County, Connecticut. The approximately 350-acre property is currently owned by Cadlerock Joint Venture L.P. and Cadle Properties of Connecticut.

The Cadlerock Property consists of 12 contiguous parcels identified on the Town of Ashford Tax Assessor’s Map Number 43 as Lots 3, 6, 7, 9, 10, 13, 14, 19, and 27, totaling 283.775 acres), owned by Cadlerock Properties Joint Venture, LP and Lot 8, totaling 26.442 acres, owned by Cadle Properties of Connecticut; and on the Town of Willington Tax Assessor’s Map Number 6 as Lots 11 and 11A, totaling 41.46 acres, and owned by Cadlerock Properties Joint Venture, LP. The site was initially used for agricultural purposes, but later served as the location of a variety of retail, commercial and industrial uses including a scrap metal business, restaurant, novelty store, residence, and a tractor sales and maintenance business, among others. Solid waste was also disposed on the site resulting from burning insulated copper wire, the demolition of buildings that were substantially damaged by a fire that occurred in 1980 on the property, and potentially other miscellaneous dumping.

Currently, the site consists mostly of open, undeveloped land with numerous dirt roads and may be used for recreational purposes as all-terrain vehicles cross through the southern, central, and northern portions of the property. The Nipmuck Trail runs south from the Natchaug State Forest and crosses through the northwestern portion of the site. In addition, Moritz Pond, approximately 8 acres in size and surrounded by wetlands, is located in the easternmost portion of the property; a man-made pond, of approximately 1 acre, is located in the south-central portion of the property; and several small, intermittent streams flow through low-lying areas on the site. Wetlands are located in several areas throughout the site. In Ashford, the lots are zoned R/A; in Willington the lots are zoned Designed Recreation.

Several residences are located adjacent to and/or near the property, with some abutting parcel 19 on Giant Oak Lane in Ashford, and others located approximately 400 feet southwest, along Squaw Hollow Road and approximately 1,800 feet north. Several residences are also located northwest of the property. The nearest private drinking water wells are located approximately 500 feet south of the site.

Beginning in approximately 1991, site investigations were conducted by DEEP and/or other private consultants representing various interests. Such investigations revealed the presence of lead, copper, barium and cadmium in an area called the Northwest Disposal Area (NWDA) located in Willington, CT on Lot 11. In addition, in an area called the South-Central Disposal Area (SCDA) located in Ashford, CT on Lots 8 and 9, and possibly Lot 7, total petroleum hydrocarbons and volatile organic compounds were detected in soil.

On August 15, 1997, DEEP issued several administrative enforcement orders to the owner requiring the owner to investigate and remediate on-site contamination. The owner contested the orders, which led to considerable litigation ending in favor of the DEEP. However, the owner has largely failed to conduct any of the required remediation activities.

In February 2005, DEEP referred the Property to the United States Environmental Protection Agency. EPA also conducted certain environmental investigations and remedial activities on the Property. These investigations occurred primarily in the NWDA and SCDA disposal areas. During 2008 and 2009 EPA conducted a removal action, which is documented in a report entitled "Removal Program After Action Report for the Cadlerock Properties Site" dated April 2010, submitted by Weston Solutions, Inc. This report as well as other EPA reports are available at https://response.epa.gov/site/doc_list.aspx?site_id=2775.

Groundwater is classified by CTDEEP as GAA and samples collected from monitoring wells located downgradient of the two areas of concern were found to contain TPHs. Drinking water samples collected from private residences in the vicinity of the site were analyzed for volatile organic compounds (VOCs), semivolatile organic compounds (SVOCs), and metals. VOCs and SVOCs were not detected in these samples; however, three naturally occurring metals (iron, manganese, and magnesium) were detected at elevated concentrations.

Section 1: Purpose

The Towns have been awarded a grant from the Remedial Action and Redevelopment Municipal Grant Program (the Grant) from the Connecticut Department of Economic and Community Development (DECD). The Town of Ashford is taking the lead on administering the grant. The intent of the Grant is to assess and plan the reuse of the Cadlerock Property.

In accordance with the Grant, the Towns are soliciting quotes from qualified Licensed Environmental Professionals ("LEPs" or "Environmental Consultants") to perform the environmental work necessary to prepare and provide Phase I and Phase II Environmental Site Assessment ((ESA) reports for the Cadlerock Property. The Towns reserve an option to request further Phase II and Phase III services at a later date. The Phase I is to comply with the All Appropriate Inquiry (AAI)/ASTM standards as well as the DEEP Site Characterization Guidance Document effective September 1, 2007. In the Phase I, the Towns expect the history of the Cadlerock Property shall be compiled into one current report, broken down by lot, that identifies recognized environmental conditions associated with current or past operations at each of the lots. The ESAs respectively are to support property acquisition, renovation and/or site improvements by lot. Through this solicitation the Towns are soliciting proposals from

consultants with proven expertise in the execution of thorough and accurate Phase I and Phase II ESAs.

The grant contains all financial resources to be used for this project. The Town of Ashford has the DECD Grant Application and DECD contract documents available for consultant to review. In addition, the Towns each have various environmental reports prepared at various times for the Cadlerock Property; however, the consultant should not rely exclusively on the Towns' files. The consultant shall perform file searches and obtain copies from DEEP and EPA as may be appropriate, in order to respond to this RFP and/or perform the work as requested here.

Section 2: Access

The Towns will acquire access to the Cadlerock Property for the consultant through Connecticut General Statutes Section 22a-133dd which allows a municipality and its consultants to enter onto property to perform environmental site assessment or investigation on behalf of municipality. Specifically access is granted, without liability, to any municipality or any licensed environmental professional employed or retained by a municipality for the purpose of performing an environmental site assessment or investigation on behalf of the municipality if: such property is encumbered by a lien for taxes due such municipality; or the municipality's legislative body finds that such investigation is in the public interest to determine if the property is underutilized or should be included in any undertaking of development, redevelopment or remediation pursuant to chapter 445 or chapter 130, 132 or 581; or any official of the municipality reasonably finds such investigation necessary to determine if such property presents a risk to the safety, health or welfare of the public or a risk to the environment. Upon the Town of Ashford entering into an agreement with the licensed environmental professional and upon the Towns understanding the schedule and scope of services to be provided, the Towns plan to provide at least forty-five days' notice of such entry to the owner in accordance with the terms of the statute.

Section 3: Objectives and Scope

The objective of this project is to evaluate environmental conditions, estimate the costs of investigation and/or remediation for the redevelopment of proposed uses and prepare a pre-plan for specific courses of action for various types of findings encountered during the assessment. The scope of work in this RFP is considered preliminary and additional work will be negotiated and a scope modified as needed depending on site conditions.

Phase I Environmental Site Assessment reports are anticipated to cover all twelve lots.

Phase II Environmental Site Assessments following all AAI/ASTM guidelines including sampling activities as needed to evaluate the presence and extent of suspected contaminants in soil and ground water. This assessment may occur on fewer than the twelve lots, as determined appropriate by the consultant.

Final Phase II ESA report documenting all sampling activities and analytical results, including stating and depicting the extent (horizontal and vertical) of any contamination identifying risks to

human health and the environment and recommendations for remedial alternatives and recommendations for future action.

All proposals and subsequent work plans will be reviewed by the Towns and the respective staff as well as the DECD and DEEP. The proposed scope of services must be clearly set forth in the Proposal as separate tasks and may be negotiated and modified as site conditions warrant. Sampling activities must be adequate to determine the magnitude and extent of contamination and to identify remedial options, if necessary. All work will be consistent with appropriate EPA and state guidelines, and must be approved by the Towns prior to implementation. The proposed work will follow accepted practice guidelines for environmental assessments and brownfield redevelopment, including EPA laboratory analytical methods, ASTM International or AII, State Department of Health requirements and DEEP regulations and guidelines. Use of cost- and time-saving equipment and methods is encouraged if the quality of data and results is adequate and defensible in court.

The proposal should describe procedures to ensure that defensible and quality data are collected and reported. The proposal must describe and provide a rationale for selecting locations, types, quantities and analyses of proposed samples. The proposal should also include general equipment and methods for proposed sampling and analyses with references to specific federal, state and professional practice guidelines. Proposed analysis and measurement methods must be capable of reliably detecting concentrations equal to or below applicable cleanup standards for future land use.

The project manager or technical lead for the project must be a LEP and have appropriate health and safety training. The proposed individual must supervise and be present on site during all on-site work and sampling activities. All individuals working at the site must have appropriate health and safety training. A site-specific health and safety plan, as applicable, shall be prepared and submitted prior to performing on-site work. The proposal should provide an example outline or describe the type of information that will be included in the health and safety plan. Such a plan must be submitted as part of the work plan.

At a minimum, responses to this RFP should consist of:

- A cover letter expressing the firm's interest in working with the Towns and a statement as to why the firm is uniquely qualified perform this work.
- At least two projects which demonstrate experience working successfully on similar projects, i.e. multiple parcels, similar site histories, DECD grants, etc.
- Organization chart clearly showing those responsible for the project and a statement attesting to the availability of dedicated, qualified staff to conduct the work. Include a statement regarding the qualifications and experience of personnel to be assigned to the project team.
- At least three (3) references from clients where the consultant has provided similar services.
- Environmental consultant's awareness of project issues, opportunities and constraints.

- Any other information illustrating the Environmental Consultants' qualifications for performing the work outlined in this RFP.
- Project proposals should include project tasks, a detailed and comprehensive cost proposal for the Phase I and Phase II ESAs by task and a timeline.

The proposal should include a plan that describes an outreach approach and schedule and examples of educational materials that will be used to communicate technical aspects of the environmental site assessment to the community in the event the Towns request such outreach. Two community meetings should be included and personnel who will be involved in community outreach should be identified. Information presented to the community must be in layman's terms and will include summaries of cleanup standards, assessment plans and results, and recommendations as related to project objectives and decisions.

Section 4: Project Deliverables

All deliverables should be submitted to the Town of Ashford to the contact identified in Section 7. At a minimum, the proposal and work plan should follow and include the following project deliverables:

1. Conduct a Phase I ESA for the 12 lots comprising the Cadlerock Property. This report will follow AII/ASTM standards and the DEEP Site Characterization Guidance document as referenced above. Each property shall be considered and reported on individually but shall be included in a single report copy. For example, one database review may be submitted for all parcels collectively (if appropriate) but the final report should have each of the lots broken out individually.

(a) The Consultant shall:

- Coordinate all pertinent site information with the Towns as needed for review and will obtain any necessary state and federal approvals to assess the twelve lots;
- Complete a Phase I ESA to identify AOCs and/or RECs that have resulted from current or historical uses of the site. The Phase I ESA shall be conducted in accordance with ASTM and the DEEP Site Characterization Guidance Document, as may be modified by this Request for Proposal and the Grant requirements;
- Describe the applicability of the CT Transfer Act as it relates to each of the Subject Properties;
- If any of the Subject Properties appear to be an establishment then the reason why shall be clearly identified and any supporting documentation shall be identified and relevant copies provided in the report;

- The report shall include a summary of documentation and/or reporting from previously conducted environmental studies or activities, reports on file at any federal, state or local government;
 - The report shall include an interpretation of the Phase I findings and evaluation for incorporation into the Conceptual Site Model (CSM) developed to the fullest extent as currently practicable.
- (b) Provide a DRAFT copy of the Phase I ESA to Towns for review and comment. Reports shall include identification of any data gaps, findings & conclusions.
 - (c) Address comments received by Towns and provide ten (10) hard copies and one (1) electronic copy of the Final Phase I ESA report.
2. Quarterly Progress Reports and Invoice Submittals – Progress reports should contain short summaries of progress for all phases of work, data and findings. Also information that relates to decisions for subsequent assessment work or redevelopment will be reported in a timely manner.
 3. Work Plans for additional investigations. Based upon the consultant’s preliminary review of the files in order to prepare this proposal, the Towns request the consultant to prepare a preliminary sampling and analysis plan, which will then be further developed once the Phase I ESA is completed. Further work plans will be negotiated with the Towns.
 4. Final Phase II Environmental Assessment Report – this report will summarize assessment procedures and results, including definition of the lateral and vertical extent of contamination. It will also include a brief summary of quality assurance/quality control performance, and an appendix containing boring logs, field data, laboratory analytical data, chain-of-custody records, photograph logs, documentation of proper management on investigation-derived wastes and abandonment records for boring and monitoring well, if applicable.
 5. Recommendations for additional investigations and/or remedial alternatives with rough cost estimates.
 6. Community Outreach Report summarizing the information presented and feedback received relevant to redevelopment objectives and scope of the assessment work.

Section 5: Qualifications

Qualifying proposals will include a description of the business organization, including the name and address of the firm, year established, number of employees and a breakdown of staff and type of services provided. Certifications for boring and monitoring well installations as well as certifications from analytical laboratories that may be used and

demonstrated ability to use alternative technologies (if applicable) should be included. Professional experience and references for comparable project scopes should be included. Key personnel assigned to the project with their qualifications should be discussed, together with an organizational chart showing management structure and project staffing. Submissions in response to this RFQ should identify the Consultant's experience with conducting Phase I & II ESAs on sites similar to this, *i.e.*, multiple parcels, multiple historical uses including disposal areas, similar site history, timeframe to complete the Phase I ESAs, etc. Recent experience of assigned staff and roles in similar projects subject to the Remedial Action and Redevelopment Municipal Grant Program requirements should be identified and discussed.

Section 6: Project Contact for the Town of Ashford

The Towns of Ashford and Willington have certain environmental reports in their files that the Proposers may seek to review prior to submitting a Proposal. In addition, environmental reports may exist in the public libraries of each of the Towns, at DEEP and at EPA. The determination as to whether any Proposer seeks to review these reports prior to submitting a proposal is left to the discretion of the Proposer. In the event a Proposer should seek to review any documents within the custody of the Towns, for each Town, the appropriate point of contact is listed as follows. Any proposer seeking to review the documents should call in advance and set forth a date/time to review the documents. Please note that each of the contacts below shall not provide any substantive or procedural answers to any questions a Proposer may have and are being provided as a point of contact for purposes of coordinating document review only.

Name: Christine Abikoff, Assistant to the Ashford Board of Selectmen

Address: 5 Town Hall Road, Ashford, CT 06278

Phone: 860-487-4400

Email: cabikoff@ashfordtownhall.org

Name: Robin Campbell

Address: Town Office Building, 40 Old Farms Road, Willington, CT 06279

Phone: 860-487-3100

Email: rcampbell@willingtonct.org

Section 7: Submission of Proposals

Proposals (ten (10) hard copies & one electronic copy) to:

Michael J. Zambo, First Selectman, Town of Ashford:

First Selectman's Office

5 Town Hall Road

Ashford, CT 06278

SUBMISSIONS DUE: FRIDAY, MARCH 2, 2018 AT NOON. LATE SUBMISSIONS WILL NOT BE CONSIDERED.

Section 8: Criteria for Evaluation

The criteria used in evaluation of the proposals will include:

- Clarity of the proposal, understanding of the project objectives, and responsiveness to the approach outlined in this RFP
- Experience and qualifications to perform the requested services;
- Experience working in the Towns and/or DECD;
- Experience successfully completing similar projects;
- The project approach and demonstration of efficiency;
- The Environmental Consultant's availability of qualified staff dedicated to the project;
- The degree to which the Environmental Consultant demonstrates an ability to work effectively and coordinate activities with the Town and other interested parties;
- Fees and overall costs of services to be provided;
- Demonstration of compliance with all legal requirements, including those set forth in Section 11 and the scope and extent of any objections or exceptions asserted and as requested in Section 12.13;
- References feedback.

Section 9: Period of Performance

Work associated with this project will begin as soon as possible after awarding of the contract.

Section 10: Compensation

Payment for services will be made on a lump sum basis and invoices submitted based on satisfactory completion of each of the above project activities as determined by the Towns.

Section 11: WBE/MBE and Nondiscrimination Goals

Consideration of all consultants, which includes review for equal opportunity for minority business enterprises (MBE) and women business enterprises (WBE), will be made in the Environmental Consultant selection process. The Towns, as a grant recipient through the DECD, will exercise appropriate measures to ensure good faith efforts are made during Environmental Consultant selection to meet these goals. The Environmental Consultant must affirm with their proposal and in the contract with the Town of Ashford the following requirements:

1. The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, or status as a veteran, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of

Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (b) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (c) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under Conn. Gen. Stat. section 4a-60 and to post copies of the notice in conspicuous places available to employees and applicants for employment; (d) the Contractor agrees to comply with each provision of Conn. Gen. Stat. sections 4a-60, 46a-68e, and 46a-68f and with each regulation or relevant order issued by the Commission pursuant to Conn. Gen. Stat. sections 46a-56, 46a-68e, 46a-68f, and 46a-86; and (e) the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of Conn. Gen. Stat. sections 4a-60 and 46a-56. If the Contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

2. (a) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (b) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Contractor's commitments under Conn. Gen. Stat. section 4a-60a, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (c) the Contractor agrees to comply with each provision of Conn. Gen. Stat. section 4a-60a and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. section 46a-56; and (d) the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Conn. Gen. Stat. section 4a-60a and section 46a-56

Section 12: General Terms and Conditions

Any prospective Environmental Consultant must be willing to adhere to the following conditions and must positively state their compliance to them in the request for proposals.

1. Acceptance or Rejection by the Towns - The Towns reserve the right to accept and or reject any or all proposals submitted for consideration or to negotiate separately in any manner necessary to serve the best interests of the Towns. Environmental Consultants whose proposals are not accepted shall be notified in writing.
2. Ownership of Proposals - All proposals submitted in response to this RFP are to be the sole property of the Towns and subject to the provisions of Section 1-210 of the Connecticut General Statutes (re: Freedom of Information).
3. Ownership of Subsequent Products – Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP is to be the sole property of the Towns unless stated otherwise in the RFP.
4. Timing and Sequence - Timing and sequence of events resulting from this RFP will ultimately be determined by the Towns.
5. Stability of Proposed Prices - Any price offering for services from consultants must be valid from the proposal through the duration of the work herein requested, excluding costs not under the direct control of the consultant (e.g., laboratory methods).
6. Oral Agreements - Any alleged oral agreement or arrangement made by the environmental consultant with any agency or employee will be superseded by the written agreement.
7. Amending or Canceling Requests - The Towns reserve the right to amend or cancel this RFP, prior to the due date and time, if it is in the best interest of the Towns to do so.
8. Rejection for Default or Misrepresentation - The Towns reserve the right to reject the proposal of the consultant which is in default of any prior contract or for misrepresentation.
9. Towns' Clerical Errors in Awards - The Towns reserve the right to correct inaccurate awards resulting from its clerical errors.
10. Rejection of Qualified Proposals - Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP.
11. Changes to Proposal - No additions or changes to the original proposal will be allowed after submittal.
12. Collusion - By responding, the Environmental Consultant implicitly states that the proposal is not made in connection with any competing consultant submitting a separate response to the RFP, and is in all respect fair and without collusion or fraud. It is further implied that the

Environmental Consultant did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the Towns participated directly or indirectly in the Environmental Consultant's proposal preparation. The Environmental Consultant shall be required to affirm this non-collusive statement in their proposal.

13. Contract Requirements - A formal contractual arrangement will be entered into with the Environmental Consultant selected. The contents of the proposal submitted by the successful Environmental Consultant and the RFP will become part of any contract award. The Certificates of Insurance shall be submitted to the Town in advance of the execution of the Contract and both the Certificates of Insurance and the Contract shall be submitted to DECD, who has the right to review all contracts prior to finalization as well as any subsequent amendments. If any Environmental Consultant objects or cannot comply with any provision of this RFP, the Environmental Consultant shall note its exception and explain in detail its objection and/or why it cannot comply. Any objections or exceptions shall be considered by the Towns in the selection process.

14. Rights Reserved to the Towns - The Towns reserve the right to award in part, to reject any and all proposals in whole or in part, to waive technical defects, irregularities and omissions if, in their judgment, the best interest of the Towns will be served.

15. Termination - If Environmental Consultant fails to fulfill its obligations under this Agreement, violates any of the covenants, agreements, or stipulations of this Agreement, or if the Towns deem that the Environmental Consultant's conduct could have a negative effect on the reputation of the Towns, the Towns shall have the right, in their sole discretion, to terminate this Agreement immediately. The Towns also shall have the right, in their sole discretion, to terminate this contract without cause by giving thirty (30) days written notice to Environmental Consultant of such termination specifying the date of such termination. Upon termination of the Agreement, the Towns shall have no obligation to pay Environmental Consultant for services not performed or goods not received.

16. Interpretations and Addenda - No oral or written interpretations shall be made to any bidder as to the meaning of any of the Contract Documents or to be effective to modify any of the provisions of the Contract Documents. Any addenda will be posted to each of the Towns' websites and the State of Connecticut Department of Administrative Services' ("DAS") website. It is the bidder's responsibility to determine whether any addenda have been issued and if so whether he/she has received a copy of each. Nothing in this section shall prohibit the Town's posting Addenda to extend the deadline for the receipt of bids at any time and for any reason. **It is the responsibility of each bidder to visit the Towns' and DAS's websites at to view additional information and/or acknowledge any addenda issued prior to submitting a bid.** No alleged "verbal interpretation" shall be held valid. Any addenda issued during the bidding period shall supersede previous information.

17. Certificates of Insurance - The selected firm shall be required to provide appropriate Certificates of Insurance as indicated in the Attachment "Insurance Requirements".

18. Withdrawal of Proposals - Negligence on the part of the Environmental Consultant in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

19. Assigning, Transferring of Agreement – The successful Environmental Consultant is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement of its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the Towns.

20. Cost of Preparing Proposal - The Towns shall not be responsible for any expenses incurred by the organization in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

21. Time of Completion/Liquidated Damages - The bidder shall be available to commence work within ten (10) consecutive calendar days after receipt of the Notice to Proceed as issued by the Towns and shall agree to complete the work within the time specified for completion.

21. Affirmative Action - Demonstration of commitment to Affirmative Action by full compliance with the regulations of the Commission of Human Rights and Opportunities (CHRO).

We, the undersigned submit our proposal for consultant services to complete **Phase I & II Environmental Site Assessments**, in accordance with the Scope of Services outlined in this request and submit for your consideration the following:

ENVIRONMENTAL CONSULTANT CHECKLIST

We have submitted the following for your review:

1. Cover Letter _____
2. Identification of Staff which will be working on the project _____
3. Resumes of Key Personnel to be assigned to the project _____
4. At least three (3) references from clients where the consultant has provided similar services _____
5. Organization chart showing staff dedicated to this project and their respective role(s) _____
6. Statement outlining the firm's QA/QC program/procedures _____
7. Proposed schedule including dates _____
8. Non-Collusive Affirmation _____
9. A brief statement detailing whether your firm is currently in litigation or has been involved in litigation in the past five (5) years. _____ If there is litigation history, please explain the circumstances and the outcome.
10. Affirmative Action Statement and statement reflecting agreement with Section 11. _____
11. Hourly Rate and Expenses Schedule _____.
12. Submit ten (10) hard copies and one (1) digital copy of Proposal _____

THE BID MUST BE SIGNED BY THE ENVIRONMENTAL CONSULTANT PROPOSER / BIDDER TO BE ACCEPTED

COMPANY NAME SIGNATURE AND TITLE

Lump sum fee for all 12 lots as stated in the proposal document.

Number of calendar days to complete _____

Total (\$)

ATTACHMENT

INSURANCE REQUIREMENTS

Phase I & II Environmental Site Assessment

A. GENERAL REQUIREMENTS:

The **ENVIRONMENTAL CONSULTANT** shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the **ENVIRONMENTAL CONSULTANT'S** obligations under this contract with an insurance company(ies) with an AM Best Rating of A- VIII or better licensed to write such insurance in the State of Connecticut.

The insurer shall provide the Towns with original completed **Certificates of Insurance signed by an authorized representative of the insurance company(ies)** prior to purchase order/contract issuance. The **ENVIRONMENTAL CONSULTANT** also agrees to provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of each policy. Such insurance or renewals or replacements thereof shall remain in force during the **ENVIRONMENTAL CONSULTANT'S** responsibility under this contract.

The **ENVIRONMENTAL CONSULTANT**, at their own cost and expense, shall procure and maintain all insurances required and shall name the Towns as Additional Insured on all contracts, except Workers' Compensation and Professional Errors & Omissions coverage. Coverage is to be provided on a primary, noncontributory basis. All insurances required shall evidence a waiver of subrogation in favor on the Towns. Upon request, the **ENVIRONMENTAL CONSULTANT** shall provide a copy of the policy endorsement confirming the additional insured status of all parties required to be named in accordance with the terms of this contract. **In order to facilitate this requirement for insurance, it is recommended that the ENVIRONMENTAL CONSULTANT forward a copy of these requirements to their insurance representative(s).**

B. SPECIFIC REQUIREMENTS:

(1) Workers' Compensation Insurance -

The **ENVIRONMENTAL CONSULTANT** shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with limits of:

\$500,000 Each Accident

\$500,000 Disease, Policy Limit

\$500,000 Disease, Each Employee

If the **ENVIRONMENTAL CONSULTANT** does not have any employees and therefore is not required by law to carry this coverage, the Towns, in lieu of said coverage, will require the **ENVIRONMENTAL CONSULTANT** to execute the Towns' Indemnification & Subrogation Agreement Form made available by each of the Towns' Risk Managers.

(2) Commercial General Liability Insurance -

The **ENVIRONMENTAL CONSULTANT** shall carry Commercial General Liability insurance (Insurance Services Offices Incorporated Form CG-0001 or equivalent). A per occurrence limit of \$1,000,000 is required. The Aggregate Limit will be not less than \$2,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

(3) Business Automobile Liability Insurance -

The **ENVIRONMENTAL CONSULTANT** shall carry Business Automobile Liability insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent). A combined single limit each accident of \$1,000,000 is required. "Any Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance. In the case whereby the **ENVIRONMENTAL CONSULTANT** utilizes a Common Carrier to furnish the products purchased under this contract, this coverage would not be required.

C. SUBCONTRACTOR REQUIREMENTS:

The **ENVIRONMENTAL CONSULTANT** shall require the same insurance that it is required to carry by the Towns to be carried by any subcontractors and independent contractors hired by the **ENVIRONMENTAL CONSULTANT** and to obtain **Certificates of Insurance** before subcontractors and independent contractors are permitted to begin work.

The **ENVIRONMENTAL CONSULTANT** shall require that the Towns be named as Additional Insureds on all subcontractors and independent contractors insurance before permitted to begin work. Coverage is to be provided on a primary, noncontributory basis.

The **ENVIRONMENTAL CONSULTANT** and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the Towns and each of their officers, agents, servants and employees for losses arising from work performed by each on this contract.

D. OTHER

If any policy is written on a "claims-made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of the work/service performed under this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

The Towns reserve the right to amend amounts of coverage required and types of coverage provided based on work or service to be performed.