



HALEY & ALDRICH, INC.
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15 July 2024
File No. P208345-001

Town of Hamden
Purchasing Department
2750 Dixwell Avenue
Hamden, CT 06518

Attention: Philip W. Goodwin
Purchasing Agent

Subject: RFP #24-25
Newhall Foundation Evaluation Project
Hamden, Connecticut

Ladies and Gentlemen:

Haley & Aldrich, Inc. (Haley & Aldrich) is pleased to submit our response to the request for proposal (RFP) to the Town of Hamden's RFP #24-25 Newhall Foundation Evaluation Project. We appreciate the opportunity to continue to serve you and the Newhall Community. This proposal includes our project experience and qualifications, key personnel, responses and clarifications to RFP requirements, references, and supporting information.

Our Project Experience and Qualifications

Haley & Aldrich is committed to delivering the value our clients need in their capital, operations, and environmental projects. Our one-team approach allows us to draw from more than 900 engineers, scientists, and constructors in more than 35 offices for creative collaboration and expert perspectives. Since our founding in 1957, we have had one goal in all we do: deliver long-term value efficiently, no matter how straightforward or complex the challenge. Our Connecticut office was established in 1985 and we have completed thousands of geotechnical and environmental projects throughout the state.

We have worked with the Town of Hamden on the Newhall Neighborhood Project since 2001 when we were brought on board to document the Program Area's development history and subsurface conditions. We worked on both residential and public properties with representatives of the EPA and CTDEEP and helped with the establishment of a CTDEEP Consent Order. We then conducted a detailed investigation of the Town's Consent Order-required properties and developed a Remedial Action Plan (RAP). The CTDEEP-approved RAP was implemented and resulted in the creation of the present-day Rochford Field and Villano Park. Post-remediation, long-term groundwater monitoring was completed in 2023. We are currently working with the Town of Hamden to complete regulatory closure documentation.

During our investigation of the Newhall Neighborhood, Haley & Aldrich performed the first comprehensive geotechnical investigation into foundation settlement issues during late 2001. We performed a neighborhood outreach program that identified 42 residential properties identified as possibly having building settlement problems. Building cracks and settlement were observed in 34 of the 36 residences investigated. We documented our observations, performed air quality testing and tracked crack widths. This experience is directly applicable to Phases I and II of RFP's Scope of Work.

Since approximately 2016, Haley & Aldrich has worked with the Hamden Economic Development Corporation (HEDC) on residential development projects within the Newhall Neighborhood. We developed a Generic Soil Management Plan (copy enclosed) to be used by developers to maintain CTDEEP compliance; provided geotechnical investigation and foundation design on numerous Newhall properties; provided construction monitoring assistance for several projects; and assisted the Town of Hamden with documenting soil remediation costs for reimbursement to CTDEEP.

Our on-going work on the Hamden Highwood Estates Development project for HEDC includes the same services that are being requested in Phases II, III and IV of the RFP. In 2023-2024 for example, Haley & Aldrich conducted a geotechnical subsurface investigation program on seven Newhall properties and developed foundation design recommendations for eight proposed residential structures. Refer to the enclosed Report on Hamden Highwood Estates Development for an example of the quality of services performed. These services also include consulting with the design team and CTDEEP and have resulted in reduced soil disposal costs, and reduced potential of environmental hazard exposures to workers and the Newhall Community.

Based on the information outlined above, we believe that Haley & Aldrich is uniquely positioned to successfully perform the services requested.

OUR TEAM

The following key personnel on our team have worked together for over 15 years.

- Chris Harriman, LEP, our project team leader, has been involved in all aspects of the Newhall Neighborhood project since 2001 and has the institutional knowledge needed to organize and supervise the project team.
- Deb Motycka-Downie, LEP, our technical expert, has also been involved in all aspects of the Newhall Neighborhood project since 2001. In addition, since 2019 Deb has served as a Selectwomen for the Town of Stonington and therefore has a unique insight into dealing with municipal issues and public interaction.
- Jen Buchanan, P.E., our project manager, supervised field work and documented the remediation of Rochford Field and Mill Rock Park. In addition, Jen performed the geotechnical engineering analysis and foundation design for the Hamden Highwood Estates Development project which will serve as a template for much of the RFP's scope of work.
- Jeremy Haugh, P.E., our technical expert and quality manager, has extensive experience in conducting and supervising large geotechnical engineering projects for buildings, performing

and managing building condition surveys, and managing geotechnical instrumentation and monitoring projects. In addition, Jeremy has served as the quality manager for Haley & Aldrich's Special Inspection Agency that performs geotechnical investigations and construction inspections for building projects in New York City since 2015.

Cianci Engineering, LLC, a Consulting Structural Engineering firm based in West Hartford, Connecticut that has been in business since 1973 will join our team as a subconsultant to provide structural engineering aspects of the scope of work. Paul Cianci, P.E. will be their licensed structural engineer for the project. His firm has been the Structural Engineer of Record on a significant number of building projects. The firm has worked on many municipal projects either as a consultant to an architect or for the State of Connecticut or a Municipality directly. In addition to his professional experience with municipalities, commercial and residential clients, Paul has recently served on the Branford Standing Building Commission (2015-2016), as well as Town Council Liaison to the Farmington High School Building Committee (2019). As a member of these Commissions/Committees, Paul has developed a wide range of experience in oversight of municipal construction projects. Through this experience, Mr. Cianci works with architects, engineers, municipal leaders, as well as the community.

Please refer to the enclosed resumes of the key personnel above for additional background and project experience.

Schedule

We intend to complete the work in strict accordance with the project schedule and to complete the within about 750 calendar days which is the time between notice to proceed in August 2024 and the scheduled end of contract in September 2026.

RFP Requirements and Conditions

PROJECT TEAM LICENSES AND KEY PERSONNEL

The following is a list of key project team personnel who are Connecticut-licensed Professionals and whose licenses are up-to-date and in Good Standing with the State of Connecticut.

- Jennifer Buchanon, P.E. (Geotechnical)
- Chris Harriman, LEP (Environmental)
- Jeremy Haugh, P.E. (Geotechnical)
- Debborah Motycka-Downie, LEP (Environmental)
- Paul A. Cianci, P.E. (Structural), Subconsultant

Haley & Aldrich will only select subcontractors for Town approval that have a State of Connecticut license for the work they will perform.

ADMINISTRATIVE REQUIREMENTS AND IDENTIFICATIONS

- Haley & Aldrich UEI# is J7H1MTJZVMW5
- Haley & Aldrich will comply with UG2CFR200 Administrative Requirements.
- Haley & Aldrich will comply with the enclosed, Red-Lined RFP Town of Hamden insurance requirements.
- Haley & Aldrich Federal ID/Tax ID # is 04-2295689
- Haley & Aldrich CT ID/Tax ID # is 4380861000
- Haley & Aldrich Contractor License # is PEC.0000337 (see enclosed valid CT Professional Engineering Firm Registration)

References

- Halloran & Sage LLP
One Goodwin Square, 225 Asylum Street
Hartford, CT 06103
Ann M. Catino, Esq.
Partner
860.297.4682
CATINO@halloransage.com
Newhall Neighborhood CTDEEP Consent Order Compliance
- Hamden Economic Development Corporation (HEDC)
3074 Whitney Avenue, Building 1
Hamden, CT 06518
Scott D. Jackson
Director
475-441-3969
HamdenEDC@outlook.com
Newhall Neighborhood CTDEEP Consent Order Compliance (during term as Mayor) and
Highwood Estates Foundation Design (HEDC)
- Connecticut Department of Energy and Environmental Protection
Remediation Division, Bureau of Water Protection and Land Reuse
79 Elm Street
Hartford, CT 06106-5127
Ray Frigon
Assistant Director
860-424-3797
Raymond.Frigon@ct.gov
Newhall Neighborhood CTDEEP Consent Order Compliance and HEDC-related Newhall
Neighborhood Development

- Dale Kroop
Former Town of Hamden Economic Development Director and Director of HEDC
203-668-7084
Dale.Kroop@comcast.net
Newhall Neighborhood CTDEEP Consent Order Compliance and HEDC-related Newhall
Neighborhood Development

Clarifications, Assumptions, and Conditions

RFP FORM

Item No. 2 refers to a contract that will be provided by the Town that cannot be altered. Addendum 2 provided a sample contract that we have reviewed and edited (refer to the enclosed, Red-Lined Sample Contract). Haley & Aldrich reserves the right to negotiate the contract terms and conditions following selection. Haley & Aldrich is presently working under a contract with the Town of Hamden for work associated with Newhall Neighborhood Consent Order compliance, so we are confident that a mutually agreeable contract will be reached.

PRICE SHEET

Price Sheet costs assume the following:

Phase I - Property ID, Outreach and Eligibility Determination

- Up to 100 properties.
- Site access for reconnaissance is granted by the property owner.
- Our geotechnical and structural engineers visit each property together for reconnaissance and safety.
- Access to a minimum of two properties per day for reconnaissance.
- The Town of Hamden assists with community outreach program development and execution.

Phase II- Geotechnical Engineering Investigation (as needed)

- Assumes up to 60 properties with crack gauge only assessments and up to 40 properties with crack gauge assessments and test boring investigation programs.
- Assumes up to 20 properties with one-day test boring investigation programs and up to 20 properties with two-day test boring investigation programs. Total estimated number of work days to complete the test boring investigations is 60. Soil chemical testing and disposal costs are not included. Soil cuttings will be returned to subsurface in accordance with Soil Management Plan and excess soil, if any, will be drummed and moved to a secure Town-selected Newhall location for temporary storage.

- Site access for investigation is granted by the property owner and investigation locations are readily accessible during typical business hours. Police details and work permits are not required.

Phase III – Geotechnical Engineering Analysis and Design Phase

- Assumes up to 60 properties will receive no further action letters and up to 40 properties will receive engineering reports.

Phase IV – Summary of Findings and Cost Assumption for ~~100~~ 40 Impacted Properties

- Assumes up to 40 properties will require construction documents and cost analysis (analysis of the other up to 60 properties is not required as this work will be terminated in Phase III; Item No. 1).
- Site civil engineering, land surveying, architectural and planning services, building permitting support and other design team and building construction/contractor costs are excluded.
- Geotechnical contract drawings will be based on readily available information and/or information provided by others.

Excluded from the scope of our services is an assessment of the presence of mold or other biological pollutants at the site, the characterization of excess excavated soil which may be generated during the construction phase activities, or assessment of the impact that contamination or pollutants could have on the existing buildings and proposed construction, or the development of criteria or procedures to minimize the growth of mold or other biological pollutants in or near any structure.

Refer to the enclosed RFP Price Sheet for lump sum fees by Phase. We reserve the right to negotiate adjustments to the lump sum fee amount should the assumptions, information, schedule or authorized scope change from those noted herein and in the RFP.

This proposal is valid for a period of 90 days from the date of this letter. If acceptance and notice to proceed are not received within that period, we reserve the right to renegotiate the lump sum fee, schedule for completion, and scope of services.

Authorization and Closure

If the above arrangements and attachments are satisfactory to you, please indicate your acceptance by preparing a purchase order incorporating mutually agreeable terms and conditions.

We appreciate the opportunity to continue to serve the Town of Hamden and the Newhall Community, and look forward to our continued association with you on this project. Please contact the undersigned if you wish to discuss this proposal or any aspect of our response to the RFP.

Sincerely yours,
HALEY & ALDRICH, INC.



Chris G. Harriman, LEP
Senior Associate | Program Manager



Jeremy A. Haugh, P.E.
Senior Associate | Geotechnical Engineer

Enclosures

Red-Lined RFP #24-25
Signed RFP FORM
Signed and Notarized NON-CONFLICT AFFIDAVIT OF RESPONDENTS
Signed NON-COLLUSIVE RFP STATEMENT
Signed PRICE SHEET
Red-Lined Sample Contract
Addendum 1
Addendum 2
Resumes (5)
Connecticut Professional Engineering Firm Registration
Generic Soil Management Plan
Hamden Highwood Estates Geotechnical and Environmental Report

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**TOWN OF HAMDEN
CONNECTICUT
REQUEST FOR PROPOSALS**

RFP #24-25 Newhall Foundation Evaluation Project

The Town of Hamden is looking for a qualified consultant to complete the review and assessment of up to 100 properties that have been impacted by fill conditions in Hamden's Newhall neighborhood that have caused structural and other related problems to homes. The assessments and property specific proposed solutions developed from this procurement will be used to (a) determine if homes located in the target area have been adversely impacted by the fill and/or soil conditions in neighborhood; (b) develop home specific plans to address foundation or structural issues; (c) develop a ranking criteria in concert with the Town to assist in determining where funding will be allocated to address the structural issues; and (d) establish baseline conditions assessment and repair cost assumptions to use to identify and support the Town's efforts to secure additional resources to address this issue in the Newhall Community.

This RFP and Addenda may be downloaded at <https://portal.ct.gov/DAS/CTSource/BidBoard>.

It is the sole responsibility of the responder to see that the proposal is in the hands of the proper authority prior to the opening.

The last day to submit questions to purchasing@hamden.com is, **Tuesday, July 9, 2024, at 12:00 P.M.**

Sealed proposals (**1 original, 3 hard copies and a Flash Drive**) will be received at the Finance Office, Hamden Government Center, 2750 Dixwell Avenue, Hamden, CT 06518, to be held in the Purchasing lock box, on or before **Tuesday, July 16, 2024, at 11:00 A.M.** at which time they will be publicly opened.

The Town of Hamden reserves the right to accept or reject any or all options, bids, or proposals; to waive any technicality in a bid or part thereof submitted, and to accept the bid deemed to be in the best interest of the Town of Hamden.

Philip W. Goodwin
Purchasing Agent

**HAMDEN NEWHALL FOUNDATION PROJECT:
PROPERTY CONDITIONS ASSESSMENT ENVIROMENTAL AND GEOTECHNICAL
CONSULTANT**

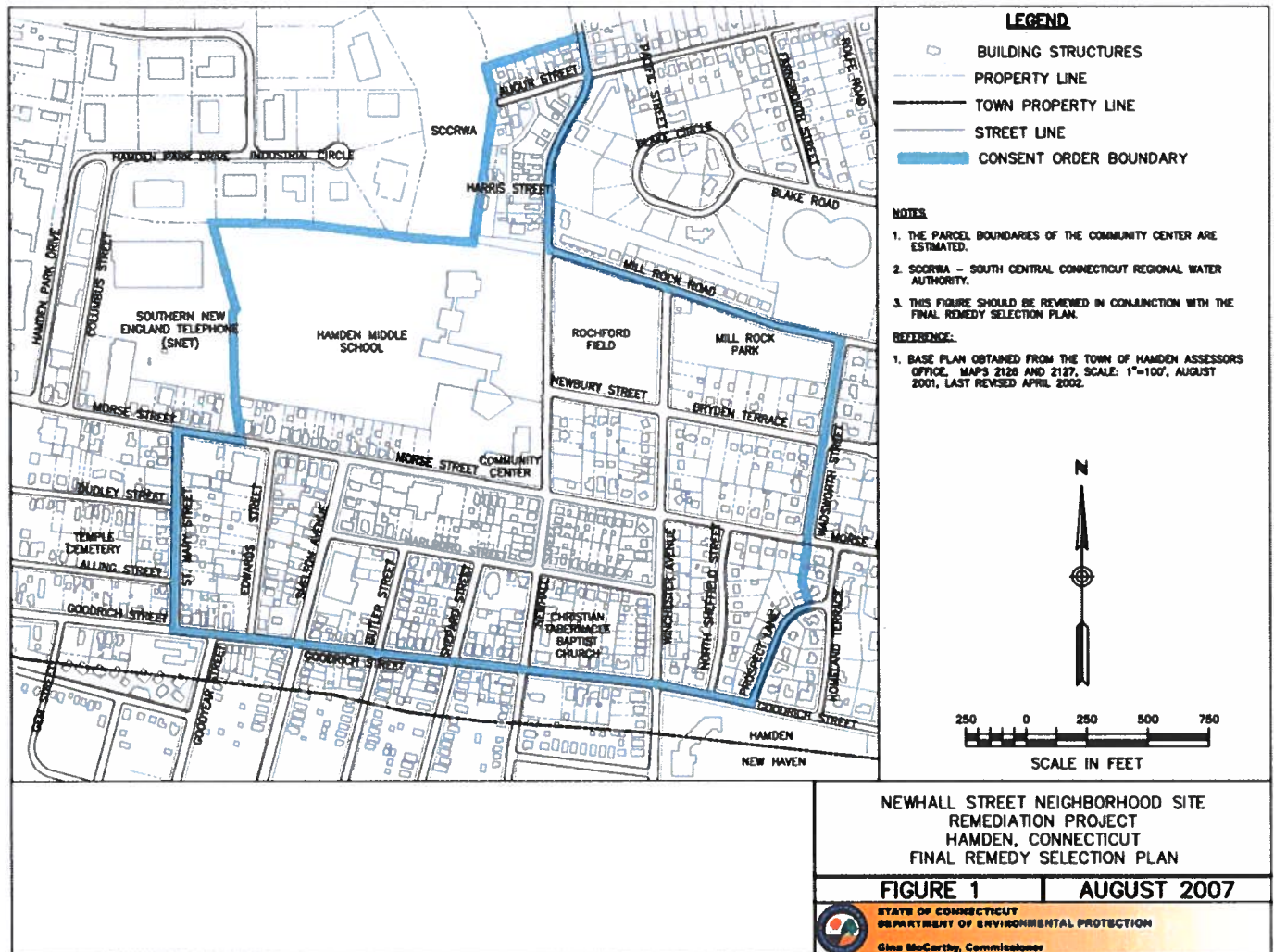
The Town of Hamden is looking for a qualified consultant to complete the review and assessment of up to 100 properties that have been impacted by fill conditions in Hamden's Newhall neighborhood that have caused structural and other related problems to homes. The assessments and property specific proposed solutions developed from this procurement will be used to (a) determine if homes located in the target area have been adversely impacted by the fill and/or soil conditions in neighborhood; (b) develop home specific plans to address foundation or structural issues; (c) develop a ranking criteria in concert with the Town to assist in determining where funding will be allocated to address the structural issues; and (d) establish baseline conditions assessment and repair cost assumptions to use to identify and support the Town's efforts to secure additional resources to address this issue in the Newhall Community.

PROJECT SCHEDULE ASSUMPTIONS:

ACTIVITY	SCHEDULE ASSUMPTIONS
RFP Issuance Date	<i>July 2024</i>
Question & Answer Period	<i>July 2024</i>
RFP Due Date	<i>July 2024</i>
Notice of Conditional Award	<i>August 2024</i>
Hamden Legislative Council Approval	<i>August 2024</i>
Contract Execution	<i>August 2024</i>
Project Kick-Off	<i>September 2024</i>
Contract End Date	<i>September 2026</i>

- The Town is using Federal ARPA funds to contract for this activity. In order to meet Federal program and procurement requirements, the Town is requiring that all project related activities must be completed and invoiced on or before September 30, 2026.

PROGRAM AREA:



- The Program area is initially identified as the Consent Order boundary but may become larger in the area at the discretion of the Town based on issues identified during the property identification, outreach and eligibility determination phase of the scope of work.

PROJECT HISTORY AND PRIOR WORK COMPLETED:

YEAR	SUMMARY OF EVENTS
2000	Soil contamination is discovered at Hamden Middle School during planning for expansion.
2001-02	Soil sampling begins at school, town parks and residences. Groundwater monitoring wells are installed.
2003	Consent Order is signed by Department of Environmental Protection (now, "DEEP") with Olin Corporation, State Board of Education, Town of Hamden, and Regional Water Authority (RWA) as Responsible Parties charged with the cleanup of the Newhall neighborhood. Under the Consent Order, Olin Corporation was responsible for the soil remediation in the Newhall residential neighborhood, the Town responsible for the parks and RWA responsible for the old Hamden Middle School.
2004:	Workplans to test 300+ private properties were developed by Olin Corporation and approved by DEEP. DEEP and Town hold public forums and print materials to educate residents on the contamination, how to reduce the risk of exposure to it and the progress of the work performed by Olin.
2005	Soil testing on all properties is completed. Olin proposed cleanup remedies and property restoration plans to DEEP.
2006	DEEP issues a Draft Remedy Selection Plan that defines how the plan will be carried out.
2007	After significant public comment, the Final Remedy Selection Plan is published. Cleanup at the residential properties was prioritized by DEEP.
2008:	Olin completes a Final Generic Remedial Action Plan for residential cleanup. It provided details on excavating and removing fill located within the top four feet, backfilling with clean soil and restoring preexisting features (vegetation, driveways, patios, etc.) disturbed by construction.
2009:	Olin begins developing the first Property Specific Remedial Action Plans for each of the 240 properties where waste fill is removed. Town begins planning with community for a neighborhood vision, including redevelopment of the two parks, and reuse of the former Hamden Middle School. Town updates its zoning code to form Special Design District for neighborhood which eliminated need for an Environmental Land Use Restriction on the owner's deed.
2010:	In August Olin begins cleanup on the first 26 properties. Progress of restoration and improvements to properties (new sod, shrubs, fences, sidewalks) is evident and encourages reluctant property owners to participate. Homes are evaluated by the non-profit Hamden Economic Development Corporation ("HEDC") for structural damage caused by being built over fill.
2011	Cleanup proceeds at a faster-than-anticipated pace. 114 properties are cleaned up.
2012	Residential cleanup is completed by Olin, bringing the total to 240 individual properties. Two owners chose not to participate and orders were filed on the land records.
2012-2024	Utilizing State funds passed through to HEDC from the State (primarily, DECD), HEDC repairs structures impacted by original unstable fill that was remediated by Olin during the remediation process.
2024	Hamden Legislative Council allocated \$3.5 million in Federal American Plan Rescue Act (ARPA) Funds to complete assessment of impacted property and to complete structural repair work on homes that continue to be impacted by fill conditions in the Newhall neighborhood.

SCOPE OF WORK 2024-2026:

Phase I: Property Identification, Outreach and Eligibility Determination

- I. Working with the Town, develop a spreadsheet of Newhall Neighborhood properties with settlement issues identified by the Town that will include owner contact information, and a summary of previous investigations and mitigation. While the overall data gathering and assembly will involve a larger number of properties in the Newhall Neighborhood, the list of properties where further physical structural evaluation and repair shall not exceed 100 properties under this scope of work.
- II. Review past Town, DECD and/or DEEP/Olin reports available at the Town and through the DEEP Online portal to determine the nature of the environmental remedial work that was performed on each of the properties, depth of geotechnical fabric, depth of fill, and gather the relevant geotechnical and site history for such property. Links to reports can be found on the DEEP portal (using the Town of Hamden with street identified as Newhall). Although all links related to Olin and the residential properties should be reviewed, certain key links with information pertinent to this study are found at:
 - a. <https://filings.deep.ct.gov/DEEPDocumentSearchPortal/Home/DisplayPDF?DocID={F0A82D89-0000-C02C-A5AC-94E842680B16}>
 - b. <https://filings.deep.ct.gov/DEEPDocumentSearchPortal/Home/DisplayPDF?DocID={F0A82D89-0000-C96A-8930-30CA0A15DD22}>
 - c. <https://filings.deep.ct.gov/DEEPDocumentSearchPortal/Home/DisplayPDF?DocID={00A92D89-0000-C963-BB31-BC159A4CD4C5}>
- III. If no such history for the property exists because the property may be outside of the Newhall Consent Order boundary or was not assessed or remediated by Olin and/or DEEP or by HEDC through the use of public funds, Consultant shall evaluate the site history from readily available Town records, aerials, Sanborn maps or other publicly available information.
- IV. Perform a limited study to assess if the past decade or more of historical satellite-based radar measurements would provide a sufficient density of settlement measurements on the subject buildings.
- V. Develop a community engagement and outreach program for purposes of identifying properties with continued and/or unabated structural issues and for communicating with the 100 property owners.
- VI. Schedule a site reconnaissance of the approximately 100 subject properties to document the existing condition of the building and identify any structural issues that may exist and include observations of the spreadsheet.

- VII. Categorize the approximately 100 properties into those where Olin/DEEP performed remediation work, structural assessments were previously performed, HEDC performed structural repair work, subsurface investigations appear warranted and those where only crack gauge monitoring appears appropriate at this time. This determination will be based on the relative amount of settlement observed, historic information, and communication with the homeowner. Prioritize the properties based upon those that require more immediate attention.
- VIII. Meet with the Town to discuss findings, revise the spreadsheet as needed, and select properties for crack gauge only investigation and crack gauge plus subsurface geotechnical investigations.

Phase II: Geotechnical Engineering Investigation (as needed)

- I. Develop property-specific evaluations including identification of houses for crack gauge only assessment, test boring investigation programs or both, as necessary, and cost estimates, and revise spreadsheet.
- II. Review investigation programs with Town and property owners and revise as needed.
- III. For properties where crack gauge measurement is recommended, schedule and perform quarterly site visits to each of up to 100 buildings to record displacement of the crack monitoring gauges and report the data for up to 12 months.
- IV. Distribute Town Access Agreements (prepared by Town) to owners and follow-up with phone calls or site visits as needed to answer questions and procure signed access agreements. Prepare a Health & Safety Plan.
- V. Contact with a private utility location company to assist in clearing underground utilities at each test boring location.
- VI. Contract with a qualified driller to perform the subsurface geotechnical investigations as may be necessary. Subsurface investigations may be completed as determined warranted at homes in instances where such investigations have previously been completed by Olin and/or DEEP and/or HEDC investigations. Prior to performing any such work that may cause the geotextile barrier to be pierced, consultant shall fully review all DEEP reports and prepare detailed plans for piercing the geotextile barrier and working in the fill material. The drilling subcontractor will obtain the necessary utility clearance by contacting Call Before You Dig (811). The contractor will be responsible for coordinating site investigations with DEEP, each homeowner and will be required to be onsite for any activities managed by a subcontractor.
- VII. Conduct borings at each property not previously investigated under the Consent Order as may be necessary in the manner set forth above and designated for subsurface explorations. Perform geotechnical laboratory tests on soil samples recovered from subsurface explorations as required to aid in soil classification, stability and reuse options.
- VIII. Contractor shall provide estimated number of days needed to complete investigations.

Phase III: Geotechnical Engineering Analysis and Design Phase:

- I. Perform data review and analysis of each property based upon the Phase I evaluations and Phase II assessments related to the geotechnical engineering and environmental aspects of foundation repair and develop construction options to mitigate future foundation settlement. Prepare draft design engineering reports for each property, which will contain the following items as applicable to the project and site. Draft engineering reports will only be completed for properties that are determined to be in the eligible project area and where consultant determines that underlying fill conditions or interventions completed by DEEP/HEDC did not adequately address the underlying settlement issues or inadvertently created new issues that have adversely impacted a property. Homes that were evaluated either with crack gauges or further subsurface investigations or both and do not have these attributes will receive a letter from the Consultant and the Town summarizing the conditions that were observed and informing that they will not be eligible for future assistance, if available. The engineering reports for each property shall include:
 - a. Prepare crack gauge reports for distribution to Town and property owners, which will contain the following items:
 - o Location plan of crack gauges
 - o Crack gauge analysis including photo-documentation.
 - b. Location plan and logs of subsurface explorations.
 - c. Summary of subsurface geologic conditions as interpreted from the explorations.
 - d. Results of geotechnical laboratory tests.
 - e. A summary of design parameters for the structure provided by others for use in our geotechnical analyses, including column and wall loads, column spacing, floor loading and elevations, settlement tolerances and special features.
 - f. Recommendations for either foundation reconstruction or repair. For foundations to be reconstructed, recommended foundation type with foundation design criteria including capacities, depths, and other information required for final design and preparation of contract drawings and specifications.
 - g. For foundations to be repaired, a recommended foundation repair method with design criteria including capacities, depths, and other information required for final design and preparation of contract drawings and specifications.
 - h. Estimates of settlement for structural elements.
 - i. Recommended design approach for lowest floor slab, and requirements for foundation and floor drainage.
 - j. Comments on geotechnical aspects of construction, such as excavation and filling, protection of adjacent structures and utilities, underpinning, slope stability, and dewatering, written primarily for the engineer having responsibility for preparation of contract drawings and specifications.
 - k. Suitability for on-site soils for use as compacted fill.
 - l. Treatment of backfill for utility trenches, walls and footings.
 - m. Recommended cross-sections for pavements and restoration of any disturbed remedial cap.
 - n. Recommended cut and fill slopes and measures for slope protection.

- o. Environmental soil management analysis, including identification of any historical fill below the marker barrier which may have to be managed. Note. To the extent that any investigation and/or any work is to be performed below the marker barrier, coordination with DEEP will be required.
- II. Contract with a construction estimator to develop approximate pricing for foundation repairs or new foundations. Develop an opinion of probable costs for budgeting based on draft design.
- III. Meet with the Town to discuss all findings. At this stage of the project the Town will determine which of the properties tested warrant foundation repair and which properties may warrant replacement.
- IV. Respond to questions and requests for additional information and consultation as the design proceeds. Attend meetings with the Town and residents as needed to present and discuss our recommendations. Coordinate our work with others involved in the project.
- V. Finalize design engineering reports for distribution to Town and property owners.
- VI. Schedule and meet with each homeowner to discuss the findings of the reports.

Phase IV: Summary of Findings and Cost Assumption for 100 Impacted Properties

- I. Prepare preliminary geotechnical engineering construction documents for foundation repair and new foundations including contract drawings and specifications.
- II. Revise project cost analysis for each property based on preliminary set of construction documents and revise spreadsheet. Cost analysis should rank the system to identify priority projects by condition and estimated repair cost.
- III. Meet with the Town to discuss findings and confirm which of the properties warrant repair and which warrant replacement.
- IV. Respond to questions and requests for additional information and consultation as the design proceeds. Attend meeting with the design team and Town to present and discuss recommendations. Coordinate work with others involved in the project.
- V. Finalize geotechnical engineering related contract documents.
- VI. Develop summary report of assessment, geotechnical and construction estimates and provide to Town. Summary report should include pictures of impacted properties and estimated timetables for completion of improvements proposed.

CONTRACTOR REQUIREMENTS:

- Team must include a licensed building and structural engineer licensed in CT, a geotechnical engineer, and a Licensed Environmental Professional licensed within the state of CT.
- All subcontractors must have a license to provide proposed services within the state of CT.
- Primary Contractor must have a valid UEI# (www.sam.gov)
- Must comply with UG2CFR200 Administrative Requirements over Federal Awards
- Provide a list of all key personnel that will be working on this project.
- Demonstrate that they are in Good Standing with the State of CT
- Meet Town of Hamden's insurance requirements

EVALUATION CRITERIA

The following specific criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the Town's requirements and expectations for this project and are not necessarily all-inclusive or presented in order of importance.

1. The background, experience, demonstrated success and expertise of the Proposer in providing similar design build services, including the level of experience and track record in working with other Connecticut municipalities of similar size on comparable projects, and the quality of services performed.
2. The Proposer's responsiveness and compliance with the RFP requirements and conditions to provide the services requested.
3. A review of references provided with the Proposal, including evaluation of key performance indicators relative to the execution and administration of prior contracts on similar projects.
4. Competitiveness of proposed fee. The Town reserves the right to negotiate fees with the selected Proposer.

REFERENCES

All responders must provide three (3) references. All references must include the following information for consideration.

Business Name:

Business Address:

City, State:

Contact Person:

Title:

Phone Number:

Email Address:

Project Name:

CONTRACTOR RESPONSE REQUIREMENTS:

- Contractors must provide a cost estimate for the completion of all four (4) phases of the scope of work. Responses can be either time or material based or deliverable based.

POTENTIAL PROJECT FUNDING SOURCES:

1. ARPA.

The funding for this project is from the Town's ARPA (American Rescue Plan Act) allocation from the U.S. Treasury. The funds for the town to pay for the services described in this proposal have been provided in accordance with the American Rescue Plan Act, Public Law No. 117-2 (March 11, 2021) ("ARPA"). All funding from ARPA (collectively, "ARPA Funds") may only be used to cover eligible costs incurred by the Town during the period that begins on March 3, 2021, and ends on December 31, 2026. The awarded contractor will be responsible for meeting all requirements set by the Treasury Department regarding State and Local Fiscal Recovery Funds ("SLFRF"). The Contractor and all subcontractors and suppliers of Contractor performing services and/or providing equipment or materials under the Contract shall be required to obtain a "Unique Entity ID #" (UEI#). The awarded contractor shall provide the town, the U.S. government, and any of their authorized representatives access to all books records of the Contractor that are pertinent to the Contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor shall maintain such books and records for a minimum of five (5) years after receipt of final payment under the Contract.

TOWN OF HAMDEN

GENERAL REQUEST FOR PROPOSAL SPECIFICATIONS -- PART A

Proposals shall be made on the RFP forms furnished by the Town, without alteration. Proposals shall be submitted in a sealed envelope, stating on the outside of the envelope the words "RFP DOCUMENTS", the Town's RFP number, the title of the Project, the title of the RFP package for which a RFP is being submitted, and the time and date of the RFP opening.

All Responders shall provide Single sided (one original and three copies) and one electronic copy of your RFP unless otherwise specified.

Proposals received after the RFP opening deadline shall be rejected. All spaces on the RFP form must be filled in with figures and words or the Town, in its sole discretion, may reject the Proposal as non-responsive. No faxed or emailed Proposals are allowed.

Applicable If Checked

☐ **RFP SECURITY:** If a security of a certified check or bid bond for 5% of the total is requested, such Security will be returned upon signing of the contract. Checks or bonds must be made to the order of the "Town of Hamden". Security may be held by the Town of Hamden for a period not to exceed 90 days from the date of the opening of the proposals for the purpose of reviewing the proposals. A separate Security must accompany each proposal presented. This is only when a Security is requested in the Proposal Specifications

☐ **LIQUIDATED DAMAGES:** The successful bidder, upon his/her/its failure or refusal to sign the contract within five (5) business days of receipt of the contract from the Town, shall forfeit to the Town as liquidated damages for such failure or refusal an amount equal to the security deposited with his/her Proposal.

The Town may make such investigations and conduct such scope reviews as deemed necessary by the Town in order for the Town to determine the ability of the Responder to perform the work and the Responder shall promptly, upon the Town's request, furnish to the Town all such data for this purpose. The Town expressly reserves the right to reject a Proposal if, in the Town's sole discretion, the Town determines that an RFP is non-responsive, a Responder is not responsible, a Responder is not qualified to perform the work, or the Town otherwise determines that the award of a contract to the Responder is not in the best interest of the Town. Conditional RFPs will not be accepted.

SUBCONTRACTORS: The Responder is specifically advised that any person, firm or other party to whom Responder intends to award a subcontract or purchase order must be acceptable to the Town and that approval of the proposed subcontract award cannot be sought from the Town unless and until the successful Responder submits all information and evidence to the Town regarding the qualifications, experience and responsibility of the proposed subcontractor. Although the Responder is not required to attach such information to its Proposal, the Responder is hereby advised of this requirement so that it may plan accordingly and prevent delays.

MODIFICATION: Any Responder may modify his/her/its Proposal prior to the scheduled deadline for receipt of Proposals. See paragraph one above. The Responder wishing to modify its Proposal shall submit such modified Proposal in accordance with paragraph one above, shall unequivocally indicate that its prior Proposal is superseded by the modified Proposal and shall submit its modified Proposal in an envelope clearly marked "**MODIFIED PROPOSAL**".

ERRORS: The Town, in its sole discretion, reserves the right to waive typographical or technical defects in the Proposal, as well as its right to correct an award erroneously made as a result of a clerical error on the part of the Town of Hamden.

PERMITS/LICENSES: All applicable permits and licenses shall be obtained at the sole cost of Responders. No permits or permit fees shall be waived by the Town unless otherwise stated in the Town's Request for Proposal or Instructions to Responders.

OBLIGATIONS OF RESPONDER: Each Responder shall, prior to submitting a Proposal, familiarize itself with the conditions under which the work will be performed and conduct its own due diligence. Responders shall be presumed to have read and to be thoroughly familiar with the specifications and all RFP documents. The failure of any Responder to request, receive or examine any information or the failure of the Responder to familiarize itself with the conditions relating to the performance and timing of the work shall in no way relieve any Responder from any obligation in respect to the Proposal and shall not subject the Town to any liability whatsoever.

Furthermore, the Responder is responsible for being aware of and conforming in all respects to all existing Federal, State of Connecticut, and Town of Hamden Statutes, Ordinances, Regulations, laws and other legal applicable legal requirements, regardless of whether any such applicable requirements are specifically identified in the RFP documents.

WITHDRAWAL OF PROPOSALS: Proposals may be withdrawn prior to the time fixed for opening by submitting written notification of withdrawal to the Town prior to the RFP opening deadline.

Negligence or mistake on the part of the Responder in preparing the Proposal confers no right of withdrawal or modification of the Proposal after such Proposal has been opened.

"OR EQUAL" CLAUSE: Whenever a material, article or piece of equipment is identified in the RFP document by reference to manufacturers' or vendors' names, trade names, catalog numbers, etc., it is intended to establish a standard, unless otherwise stated; any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design may be considered equally acceptable if, in the opinion of the Town, the material, article, or equipment so proposed is of equal substance and function. Any substitutions must be approved in writing by the Purchasing Agent or his designee, who shall have sole discretion to determine the acceptability of the proposed substitute.

PATENTS: The contractor shall indemnify, defend and hold harmless the Town and its officers, agents, and employees from and against liability and costs of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Town unless otherwise specifically stipulated in the contract or RFP documents.

NON-COLLUSIVE RFP STATEMENT: All Responders shall be required to sign the non-collusive statement attached.

FUNDING: The municipal non-appropriation clause may be applicable.

Applicable if checked.

☐

PERFORMANCE AND

☐

PAYMENT BONDS:

To ensure the delivery of goods and services in conformity with the specifications provided and payment of all subcontractors and suppliers, Responders shall provide payment and performance bonds for any project (1) which is governed by Connecticut's Little Miller Act, C.G.S. §49-41 or (2) for which the Town requires the provision of payment and performance bonds. Successful Responders shall provide the Town with

payment and performance bonds, at the Responder's expense, each for the full amount of the contract awarded.

The Town shall be the Obligee under each bond and the bonds shall be issued by a company authorized to conduct surety business in the State, listed on the U.S. Department of the Treasury's List of Approved Sureties and subject to approval by the Town.



INSURANCE: The contractor will provide adequate proof of insurance to the Town for the types of insurance and limits indicated below, providing for all of its operations performed in compliance with this contract.

The successful Responder shall obtain and pay for the insurance coverage described below with the indicated minimum limits. Responders agree to furnish Certificates of Insurance to the Town and/or its Board of Education, certifying coverage to be in effect for the term of this contract and that the Town and/or Board of Education will be given sixty (60) days prior written notice of cancellation or non-renewal.

These requirements, if checked, also apply to any subcontractor or common carrier used by the Responder.



I. WORKERS COMPENSATION

a) Connecticut	Statutory Limits
b) Applicable Federal	Statutory Limits
c) Employer's Liability	\$100,000 per Accident
	\$100,000 Disease per Employee
	\$500,000 Policy Limit



II. COMMERCIAL GENERAL LIABILITY

Bodily injury and Property Damage	
Each Occurrence	\$1,000,000
Fire Damage	\$ 100,000
Medical Expense	\$ 5,000
Personal Injury/Advertising	\$ 1,000,000
General Aggregate	\$ 3,000,000
Products & Completed Operations Aggregate	\$ 1,000,000

Coverage to include Premise-Operations, Contractors Protective Liability, Products & Completed Operations, Explosion, Collapse & Underground, Contractual Liability, & Broad Form Property Damage.



III. BUSINESS AUTOMOBILE LIABILITY (including owned, hired & non-owned vehicles) Liability (Combined Single Limit) \$1,000,000

(If hazardous material or potential pollutants are transported, MCS90 – Accidental Pollution coverage is required)



IV. UMBRELLA/EXCESS LIABILITY (If required)
Liability Limit – Each Occurrence over primary \$3,000,000
Self-Insured retention \$10,000



V. RAILROAD PROTECTIVE LIABILITY (If required)
Bodily Injury and Property Damage \$1,000,000 Each Occurrence
\$1,000,000 Aggregate

If required, our standard PLI offering is \$1M EO and \$1M AGG.

☒ VI. POLLUTION LIABILITY (If required)
Bodily Injury and Property Damage

\$1,000,000 Each Occurrence
\$1,000,000 Aggregate

☐ VII. PROFESSIONAL LIABILITY (If required)

\$3,000,000 Each Occurrence
\$3,000,000 Aggregate

☐ VIII. MONEY & SECURITIES-BROAD FORM
Limit

\$(Insert Limit)

☐ IX. CYBER LIABILITY

Our PLI policy will cover the reimbursement of reasonable attorney's fees as opposed to providing upfront defense.

\$(Insert Limit)

X. The Town of Hamden and/or Hamden Board of Education to be named as an additional insurer on all insurance policies, except Workers Compensation and Professional Liability. Vendor coverage shall be primary and non-contributory. A waiver of subrogation shall apply in favor of the Town of Hamden on all policies except Professional Liability.

XI. To the fullest extent permitted by law, the Responder shall defend, indemnify and hold the Town of Hamden and Hamden Board of Education harmless from and against any and all claims, losses, expenses, judgments, injuries to persons and/or property resulting out of, and alleged to result from or arise out of the performance of this contract and resulting from and alleged to result from the Responder's negligence.

to the extent

ITEM X AND XI MUST APPEAR ON THE FACE OF THE INSURANCE CERTIFICATE IN THE SECTION ENTITLED "DESCRIPTION OF OPERATION"

Occupational Safety and Health Administration Requirements; Safety Compliance: According to Connecticut General Statutes, Section 31-53b (a) each contract entered into on or after July 1, 2007 , for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by a political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least one hundred thousand dollars (\$100,000.00) shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building , pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268. The contractor shall familiarize itself with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance. Moreover, the contractor shall be solely responsible for full and timely compliance with all federal, state and local safety standards, rules and regulations.

Our PLI policy will cover the reimbursement of reasonable attorney's fees as opposed to providing upfront defense.

INDEMNITY/HOLD HARMLESS: The contractor's and subcontractor's insurance policies will be endorsed to provide for the Town of Hamden and Hamden BOE to be named as an additional insured. To the fullest extent permitted by law; the contractor will defend, indemnify and save harmless the Town of Hamden and Hamden BOE from and against all claims, expenses, judgements, suits and actions related to injuries to and/or damage to the property as a result of, arising from or alleged to arise from the activities of the contractor, its servants and agencies acting for the contractor and from the performance of this Project.

negligent

CERTIFICATE OF INSURANCE: The Contractor, prior to the start of any work under this contract, shall provide the Town's Purchasing Office with a Certificate of Insurance to conform to the following:

- a. Form(s) acceptable to the Town of Hamden.
- b. Insurance provided by insurance companies authorized to write coverage in the State of Connecticut.
- c. Policy dates must cover the term of this contract.
- d. Certificate will provide for at least 30 days' notice to the Town of Hamden prior to cancellation.
- e. All additional insured certificates are to list the Town of Hamden.

Under no circumstances shall the Contractor begin work until (1) the contract for same shall have been signed by all parties, (2) the required bonds have been furnished by the Contractor and approved by the Town, (3) the required certificates of insurance have been filed with and approved by the Town's Purchasing Office and (4) the Contractor has been duly instructed in writing by the Town to proceed with the work. If the Contractor commences the work before the provisions referred to in this paragraph are fulfilled, the Town, in its sole option, may cancel or terminate the contract without penalty or liability chargeable to the Town.

LICENSURE: At the time of the Proposal submissions, Responders shall possess the necessary license(s) to perform the work that is the subject of this Request for Proposal.

NON-RESIDENT CONTRACTORS: Out of state Contractors must post a bond with the Connecticut Department of Revenue Services. The non-resident contractor must receive a Connecticut tax registration number by completing and submitting form REG-1. Non-resident contractors are directed to familiarize themselves and achieve full compliance with applicable requirements, including Form AU-766.

Non-Discrimination and Affirmative Action: 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, 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 such contractor that such disability prevents performance of the work involved. The following principles and requirements of Equal Opportunity and Affirmative Action, as incorporated herein, will be incorporated into "Equal Opportunity - Non-Discrimination Clause" to be included in all RFP documents, purchase orders, leases and contracts. The principles of Affirmative Action are addressed in the 13th, 14th and 15th Amendments of the United States Constitution, Civil Rights Act of 1964, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, 11375, 11478 (nondiscrimination under federal contracts), Act 1, Section 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58 (a)(d)), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of blind (46a-51(1)), definition of Physically Disabled (46a-51 (15)), definition of Mentally Retarded (46a-51-13), cooperation with the Commission on Human Rights and Opportunities (46a-77), Sexual Harassment (46a-60 (a)-8), Connecticut Credit Discrimination Law (360436 through 439), Title 1 of the State and the Local Fiscal Assistance Act 1972. Every contract to which the State is party must contain the nondiscrimination and affirmative action provisions provided in the Connecticut General Statutes Section 4a-60a.

The successful Responder also agrees to comply with all provisions of the Town's Charter and Code of Ordinances – "Town of Hamden, Chapter 110, Business Transactions with Town". The contractor shall cooperate fully with the Connecticut Commission on Human Rights and Opportunities ("the Commission") and shall submit periodic reports of employment and subcontracting practices to the Commission in such a form, in such a manner, and at such time as may be prescribed by the Commission.

Sec. 4a-60. (Formerly Sec. 4-114a). Nondiscrimination and affirmative action provisions in awarding agency, municipal public works and quasi-public agency project contracts. (a) Every contract to which an awarding agency is a party, every quasi-public agency project contract and every municipal public works contract shall contain the following provisions:

(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, 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 such contractor that such disability prevents performance of the work involved;

(2) 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 on Human Rights and Opportunities.

(3) 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 on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and P.A 15-5 amended Subsecs. (a) and (c) by replacing references to the state or political subdivision of the state with references to awarding agency, amended Subsecs. (a)(2), (a)(3) and (f) to (h) by changing "commission" to "Commission on Human Rights and Opportunities", amended Subsec. (a)(4) by adding reference to Sec. 46a-86, amended Subsecs. (a) to (d) and (h) by adding references to municipal public works contracts and quasi-public agency project contracts, amended Subsec. (c) by adding references to commission re provision of representation or documentation, amended Subsec. (d) by deleting former Subdiv. (2) re quasi-public agency and redesignating existing Subdivs. (3) to (6) as Subdivs. (2) to (5) and made technical and conforming changes throughout.

Sec. 4a-60a. Provisions re nondiscrimination on the basis of sexual orientation required in awarding agency, municipal public works and quasi-public agency project contracts. (a) Every contract to which an awarding agency is a party, every contract for a quasi-public agency project and every municipal public works contract shall contain the following provisions:

(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 sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation.

(2) 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 on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

The successful bidder also agrees to comply with all provisions of the Town's Charter and Code of Ordinances – "Town of Hamden, Chapter 110 "Business Transactions with Town". The contractor shall cooperate fully with the Connecticut Commission on Human Rights and Opportunities ("the Commission") and shall submit periodic reports of employment and subcontracting practices to the Commission in such a form, in such a manner, and at such time as may be prescribed by the Commission.

Set Asides: If this Project is funded in whole or in part by State of Connecticut funds, Public Act 15-5 (§§58-71 and 88) requires that, effective with all contracts executed after October 1, 2015, all solicitations for municipal public works contracts funded in whole or in part with State funds state in the notice of solicitation that the contract must comply with the set asides mandated by Public Act 15-5. The set aside requirements include a requirement that 25% of the total value of contracts in excess of \$50,000.00 be set aside for exclusive bidding for "small contractors," as defined by Section 58 (a) (1), and 25% of such amount (that is, 6.25% of the total value), be set aside for "minority business enterprises," as defined by Section 58(a) (4). For contracts in excess of \$50,000.00, Responders must have obtained Commission approval of their Affirmative Action Plan prior to contract execution. RESPONDERS ARE EXPRESSLY DIRECTED TO REVIEW PUBLIC ACT 15-5, SECTIONS 58-71 AND 88, TO FAMILIARIZE THEMSELVES WITH THE REQUIREMENTS OF SUCH LAWS. RESPONDERS SHALL BE DIRECTLY AND SOLELY RESPONSIBLE FOR COMPLIANCE WITH THE REQUIREMENTS OF P.A. 15-5, SECTIONS 58 THROUGH 71 AND 88. THE TOWN ALSO DIRECT RESPONDERS' ATTENTION TO SECTIONS 63 AND 64 (NON-DISCRIMINATION REQUIREMENTS) AND 66-68 (AFFIRMATIVE ACTION REQUIREMENTS).

Regardless of whether P.A. 15-5 is applicable to this Project, the contractor shall provide reasonable technical assistance and training to minority business enterprises to whom work is subcontracted to promote the participation of such concerns, to make a good faith effort to award a reasonable proportion of all subcontractors to such enterprises, and undertake such other reasonable activities or efforts as the Commission may prescribe to ensure the participation of minority business enterprises as contractors and subcontractors. The contractor shall include a provision in all subcontracts with minority business enterprises requiring the minority business enterprise to provide the Commission with such information on its structure and operations as the Commission finds necessary to make an informed determination as to whether the minority business enterprise is owned and operated by members of a minority group.

The contractor shall maintain full and accurate data, such as contract monitoring reports, for a period of three (3) years from the date of substantial completion of the project or for such longer period as is required by the law then in effect with regard to records retention. The contractor shall not discharge, discipline, or otherwise discriminate against any person who has filed a complaint, testified, or assisted in any proceeding with the Commission.

The contractor shall make available for inspection and copying any supporting data requested by the Commission and make available for interview any agent, servant, or employee having knowledge of any matter concerning the investigation of a discriminatory practice complaint of any matter relating to a contract compliance review.

CLAYTON ACT: The contractor or subcontractor offers and agrees to assign to the public purchasing body 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. 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 public purchasing body awards or accepts such contract, without further acknowledgment by the parties.

AWARD TO OTHER THAN THE APPARENT LOW RESPONDER: The Town of Hamden reserves the right to award the work to a Responder other than the one which submitted the lowest price if it deems such action to be in the best interest of the Town of Hamden.

WAGE RATES: Workers employed in the various occupations on this named project shall be required to receive the minimum rates established by the State of Connecticut Labor Department Division of Regulations of Wages.

PRICES: Prices quoted for merchandise, supplies, or equipment shall be the net prices delivered into the Town of Hamden.

Town of Hamden reserves the right to award separate items to separate Responders. Responders may indicate exceptions to this.

Responders must include a Federal ID number or Social Security number to be considered for RFP approval.

DAVIS-BACON ACT - PREVAILING RATES OF WAGES

If this Project is subject to the Connecticut Prevailing Wage law, C.G.S. §31-53 *et seq.*, the Town of Hamden shall require the contractor to make payment of prevailing rates of wages in accordance with the wage section of the Davis-Bacon Act, Town of Hamden, Hamden Code, S 97.35 and State Statute 31-53, Part III. State Contracts and shall institute such investigations and periodic monitoring procedures as deemed necessary to determine compliance with labor standard provisions and the Federal requirements of the Act as amended.

AS PER THE TOWN OF HAMDEN AFFIRMATIVE ACTION RESOLUTION:

It is in the best interest of the Town to encourage minority and/or female business enterprise. Where two substantially similar Hamden Proposals are submitted, preference may be given to the minority and/or female contractor.

RESERVED RIGHTS OF TOWN:

The Town of Hamden reserves the right to accept or reject any or all RFPs or Proposals; to waive any technicality in an RFP or Proposal or part thereof submitted, and to accept the RFP deemed to be in the best interest of the Town of Hamden. Further, the Town reserves the right to split RFPs and quotations among two or more Responders.

The Town reserves the right to reject any Proposal submitted by a joint venture if the Town determines that any entity to the joint venture fails to satisfy the Town's requirements (i.e., bonding, insurance, qualifications, responsibility).

PREQUALIFICATION REQUIREMENT:

The Connecticut Department of Administrative Services' Contractor Prequalification Program (C.G.S §4a-100) requires all contractors to prequalify before they can propose on a contract or perform work pursuant to a contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or any other public work by the state or a municipality, estimated to cost more than \$500,000 and which is funded in whole or in part with state funds, If this requirement is applicable to the project that is the subject of this Request for Proposal, Responders shall provide their Proposal update statement with their Proposal.

**TIME OF COMPLETION AND LIQUIDATED DAMAGES**

Responders understand and acknowledge that timely completion of the Project is essential. Failure of the Contractor to achieve substantial completion of the Project within the calendar days stated herein will result in the Owner and the public incurring damages, additional costs and inconveniences that would be impossible or extremely difficult to accurately quantify at the time. Therefore, the Responder and the Town agree that, if the Contractor fails to satisfactorily complete the Project hereunder within the time specified or within any extension of time that may have been allowed, there shall be deducted from any monies due or that may become due the Responder,

the sum of _____ (\$ _____) for each and every calendar day, including Saturdays, Sundays and legal holidays, that the Project remains incomplete. This sum shall not be imposed as a penalty, but as liquidated damages due Owner from Contractor by reason of the damages incurred, inconvenience and additional costs and expenses to the public together with other problems suffered as a result of any such delay thereby occasioned.

DISCREPANCY IN RFP FORM:

In the event of any discrepancy between the amount written in numerical figures and the amount stated in written words, the amount written in words will be controlling.

The Town of Hamden hereby notifies all Responders that the Town's contract with the successful Responder shall contain the following provision:

Payment to Vendor shall be withheld by the Town when any real or personal property taxes, sewer assessment fees, sewer use charges, fines, interest, penalties, police or fire extra duty, police vehicle use fees, or lien fees imposed, assessed or otherwise levied by the Town of Hamden and due from/payable by Vendor are delinquent.

For purposes of this Contract, a tax, fee, charge, or fine shall be deemed delinquent if it remains unpaid, in whole or in part, for a period of thirty (30) days following the date upon which payment of such tax, fee, charge, or fine was due, together with any accrued interest and penalties.

The Town expressly reserves the right, in its sole discretion, to set off against its account payable to Vendor and apply any sums due to Vendor by Town pursuant to this Contract to any delinquent real or personal property taxes, sewer assessment fees, sewer use charges, fines, interest, penalties, or lien fees imposed by the Town of Hamden and due from/payable by Vendor.

**TOWN OF HAMDEN
LEGISLATIVE COUNCIL**

ORDINANCE AMENDING CONSTRUCTION CONTRACTS ORDINANCE

WHEREAS the Town of Hamden adopted a local prevailing wage ordinance requiring contractors working on town public works projects to pay laborers and mechanics wages based upon the wages established by the State of Connecticut Department of Labor to be prevailing for the corresponding classes or laborers and mechanics on projects of a similar character to the contract work in town; and

WHEREAS the threshold for local public works projects covered by the prevailing wage ordinance has not increased since the adoption of the ordinance; and

WHEREAS the Town wishes to amend its ordinance so that the Town's threshold for prevailing wages is 90% of that set by the Connecticut General Statutes.

NOW THEREFORE BE IT ORDAINED that Section 97.35 (A) of the Hamden Code of Ordinances is hereby amended and restated as set forth below:

CONSTRUCTION CONTRACTS

97.35: WAGES TO BE STATED IN CONTRACT.

(A) The advertised specification for every public works project by the Town of Hamden that is 90% or more of the amount set forth by the Connecticut General Statutes, as may be amended, for new construction and/or that is 90% or more of the amount set forth by the Connecticut General Statutes, as may be amended, for remodeling, refinishing, refurbishing, rehabilitation, alteration or repair work, and which requires or involves the employment of mechanics, laborers or workmen employed upon the work contracted to be done, shall contain a provision stating the minimum wages to be paid various classes of laborers, mechanics and workman shall be based upon the wages established by the State through its Department of Labor to be prevailing for the corresponding classes of mechanics, laborers or workmen employed on projects of a character similar to the contract work in the town.

(B) Every contract based upon these specifications shall contain a stipulation that the contractor or his subcontractor shall pay all mechanics, laborers or workmen employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amount accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and such laborers, mechanics and workmen, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work.

(C) Every contract based upon these specifications shall further stipulate that there may be withheld from the contractor so much of accrued payments as may be considered necessary by the Town to pay to laborers, mechanics and workmen employed by the contractor or any subcontractor on the work difference between the rates of wages required by the contract to be paid laborers, mechanics or workmen on the work and the rates of wages received by such laborers, mechanics or workmen and not refunded to the contractor, subcontractor or other agents.

(D) Every contract based upon these specifications shall contain the further provision that in the event it is found by the Town that any laborer, mechanic or workmen employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract or be paid as aforesaid the Town may, by written notice to the contractor, terminate the contract, terminate the contractor's right to proceed with the work or such part of the work as to which there has been a failure to pay said required wages and to prosecute the work to completion by contract or otherwise, and the contractor and his sureties shall be liable to the town for any excess cost occasioned the town thereby.

MISCELLANEOUS REQUIREMENTS:

Questions/Requests for Information: All Questions shall be submitted in writing only and e-mailed to purchasing@hamden.com at least seven (7) days prior to the RFP opening date. Responders shall not attempt or engage in any ex parte or verbal communications with Town personnel prior to the RFP opening deadline.

All Applicable Codes to Be Met: All construction shall meet all applicable Building and Fire Codes, as well as ADA requirements.

Pre-RFP Meeting(s): Failure to attend a mandatory pre-RFP meeting may be deemed by the Town, grounds for rejection of your proposal.

Deliveries: All deliveries are inside deliveries.

Provision of RFP Packets, Submission of RFPs: proposed packets will be mailed upon request.

RFP packets will not be faxed.

RFP proposals must be mailed back or delivered to:

Hamden Government Center
Finance Department
2750 Dixwell Avenue
Hamden, CT 06518

Please include single-sided (one original and 3 copies) and one electronic copy of your RFP unless otherwise specified.

ALL ENVELOPES MUST BE MARKED PROPERLY WITH RFP #, RFP DATE, AND RFP TITLE ONLY.

Ownership of Documents – All qualification statements, proposals and RFPs submitted by Responders are to be the sole property of the Town and subject to the provisions of the Connecticut General Statutes (re: Freedom of Information).

Ownership of Subsequent Products – Any work product, whether acceptable or unacceptable, developed under a contract awarded as a result of this Request for Proposal is to be the sole property of the Town unless stated otherwise in the Request for Proposal or contract.

Timing and Sequence – Timing and sequence of events resulting from this Request for Proposal will ultimately be determined by the Town.

No Oral Agreements – The Town, its agencies and employees, shall not be responsible for any alleged oral agreement or arrangement made by a Responder with any agency or employee of the Town or District.

Rejection for Default or Misrepresentation – The Town reserves the right to reject the RFP of any Responder that is in default of any prior contract or for misrepresentation.

Assigning, Transferring of Agreement – Responders are prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, their rights, title or interest therein or their power to execute such agreement by any other person, company, or corporation without the prior consent and approval in writing by the Town.

Cost of Preparing Qualification/Proposal Statements – The Town shall not be responsible for any expenses incurred by any Responder in preparing and submitting a Proposal.

Thank you.

Philip Goodwin
Purchasing Agent

TOWN OF HAMDEN

GENERAL REQUEST FOR PROPOSAL SPECIFICATIONS -- PART B

1. **Nondiscrimination under Title VI of the Civil Rights Act of 1964.** Contractor shall comply with the requirements of Title VI of the Civil Rights Acts of 1964 (PL 88-352), 42 U.S.C. Sec. 2000d et. Seq. and the Fair Housing Act (42 U.S.C. 3601-20) and Executive Order 11063 and the HUD regulations with respect thereto including the regulations under 24 CFR Part I. In the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under the Agreement, 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, 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 such contractor that such disability prevents performance of the work involved.
2. **Fair Housing Opportunities Under Title VIII of the Civil Rights Act of 1968 and Fair Housing Act (42 U.S.C. 3601-20).** The contractor shall comply with the requirements of Title VIII of the Fair Housing Act as amended (PL 90-284). The CONTRACTOR shall provide fair housing opportunities where possible. The CONTRACTOR is prohibited from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex or national origin. Title VIII further requires programs and activities relating to housing and community development to be administered to affirmatively further fair housing.
3. **Prohibition Against Payments of Bonus or Commission.** The funds paid to Contractor shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this AGREEMENT, Title I of the Housing and Community Development Act of 1974, as amended, or HUD regulations with respect thereto; it being understood, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, are not hereby prohibited if otherwise eligible as program costs.
4. **"Section 3" Compliance in the Provision of Training Employment and Business Opportunities.** Every application, recipient, contracting party, contractor, and subcontractor shall incorporate, or cause to be incorporated, in all contracts, the following clause (referred to as a Section 3 clause):
 - a) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

b) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

c) The CONTRACTOR will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d) The CONTRACTOR will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The CONTRACTOR will not subcontract with any subcontractor unless the subcontractor has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

5. **Prevailing Salaries.** The CONTRACTOR shall be solely responsible for the determination of staff classifications and employ staff in relation to its personnel practices and salary ranges, including fringe benefits, in accordance with the Agreement.

6. **Anti-Kickback Rules.** Salaries of architects, draftsmen, technical engineers, technicians, laborers and mechanics performing work under this Agreement shall be paid unconditionally, and not less often than once a week, without deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The CONTRACTOR shall comply with all applicable regulations of said "Anti-Kickback Act" and shall insert appropriate provisions in all subcontracts relative to the work under this Agreement; and CONTRACTOR shall take steps to ensure compliance by subcontractors with such regulations at all times. CONTRACTOR shall be responsible for the obtaining and submission of the affidavits of subcontractors required thereunder, except that the Secretary of Labor may specifically provide for variations of, or exemptions from, the requirements thereof.

7. **Non-Discrimination in Employment.** During the performance of this Contract, the CONTRACTOR agrees as follows:

a) The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruiting or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment notices to be provided, setting forth the provisions of this Non-Discrimination in Employment Clause.

b) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR; state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

c) The CONTRACTOR shall comply with all provisions of Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and Executive Order 12086, as supplemented in Department of Labor Regulations (41 (CFR, Part 60), and all of the rules, regulations and relevant orders of the President's Committee of Equal Employment Opportunity in effect as of the date of this Agreement; and the CONTRACTOR shall furnish all information and reports required herein, and shall on demand permit access to its books, records, and accounts, in its possession or control, by TOWN and the said Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

d) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representative of the CONTRACTOR'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e) In the event the CONTRACTOR'S noncompliance with the non-discrimination sections of the contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 4, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

f) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 25, 1965, as amended by Executive Order 11375 and 12086, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontractor or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

- g) The CONTRACTOR further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 or September 24, 1965, as amended by Executive Orders 11375 and 12086, with a subcontractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon CONTRACTOR and subcontractors by the Department of the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.
- h) No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to the discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, shall also apply to any such program or activity. Remedies described in Section 109 of the Housing and Community Development Act of 1974, as amended, as the regulations issued pursuant thereto, (24 CFR Section 570.601) shall apply, if failure to comply with this paragraph has been determined.
8. **Employment of Certain Persons Prohibited.** No person under the age of sixteen years and no person who at the time is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.
9. **Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 and Federal Implementing Regulations.** Contractor and Owners shall to the greatest extent practicable under state law comply with Sections 301 and 302 of Title III, (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and will comply with Sections 303 and 304 of Title III and HUD implementing instructions in 24 CFR Part 42 and 570.602 (b), comply with Title II (Uniform Relocation Assistance) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and HUD implementing regulations at 24 CFR Part 42 and 570.602 (a).
10. **Political Activity Hatch Act and Section 109 of HCD Act.** CONTRACTOR shall comply with the provisions of the Hatch Act and Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations pursuant thereto (24 CFR 570.601). Under no circumstances shall the CONTRACTOR and/or other recipients, subcontractors, and subrecipients use TOWN funds or persons employed in administering TOWN programs for the purposes of conducting any political activity.
11. **Executive Orders 11063, 12259, and Title VIII.** CONTRACTOR will comply with Executive Order 11063 as amended by Executive Order 12259 and the implementing regulations in 24 CFR Part 107 and Title VIII of the Civil Rights Act of 1968 (Pub. L.90-284) as amended.
12. **Historic Preservation.** CONTRACTOR will comply with the National Historic Preservation Act of 1966 (PL 89-665), Preservation of Historic and Archaeological Data Act of 1974 (PL 93-291), Procedures for Protection of Historic and Cultural Properties, Advisory Council on Historic Preservation (36 CFR 800), and the HUD regulations with respect thereto.
13. CONTRACTOR will comply with HUD Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794 et. seq.) provides:

No otherwise qualified individual with handicaps . . . shall, solely by reason of his or her handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financing assistance.

14. **No Conflict of Interest:** Responder certifies, by submitting a Proposal, that no owner, employee or family member (defined for purposes of this Request for Proposal as a spouse, parent, sibling or child) of an owner or employee of Responder is a current or former employee of the Town or its Board of Education.

Responder further certifies that no owner or employee of Responder has any interest, direct or indirect, which is incompatible with the proper discharge of the proposed duties in the public interest or that would tend to impair Responder's independent judgment or action in the performance of the proposed duties.

Responder certifies that it does not have any past, present or currently planned interests which are an actual or potential organizational conflict of interest with respect to performing the work for Town under this invitation to RFP.

Responder hereby covenants and agrees that no employee, elected official or appointed official of the Town or its Board of Education has any interest in this Agreement or will directly or indirectly benefit therefrom.

15. **Compliance with Town Regulations**

Responder shall cause all persons performing work pursuant to the contract between Responder and the Town to comply with all Town and Board of Education requirements, including instructions pertaining to conduct and to building access and related requirements issued by the Town and District, respectively. All personnel shall wear readily visible identification in a form that is satisfactory to the Town. The Town may promulgate and modify from time-to-time rules and regulations relating to conduct as the Town, in its sole discretion, may determine, and the contractor shall cause all persons performing work to comply with any such requirements.

16. **Confidential Information**

Responder shall cause all persons under Responder's control who are providing services or materials under or through Responder's contract with the Town to preserve and protect all information of the Town and Hamden School District to which they may have access during the performance of work as confidential. Responder expressly acknowledges that if the facilities that are the subject of the Project are school facilities or public buildings, the security and safety of the occupants, users and general public are of paramount importance and Responder shall observe and enforce appropriate security protocol to ensure the safety of users and occupants.

COMPLETE AND RETURN

RFP #24-25

RFP TITLE: Newhall Foundation
Evaluation Project

RFP FORM

TO: Purchasing Agent
Hamden Government Center
2750 Dixwell Avenue
Hamden, CT 06518

I have received the RFP documents entitled. RFP #24-25 NEWHALL FOUNDATION EVALUATION PROJECT

and dated. JULY 01, 2024 (POSTED); JULY 16, 2024 (DUE)

I have received Addenda dated as follows: JULY 03, 2024 (ADDENDUM #1) & JULY 11, 2024 (ADDENDUM #2)

I have considered and included the provisions of the RFP documents noted above in my Proposal. I have examined the RFP documents and I submit the following Proposal: SEE ENCLOSED LETTER DATED JULY 15, 2024

In submitting this Proposal, I agree:

1. To hold my Proposal open until 60 days after the date on which RFPs are due.
2. To enter into and execute a contract provided by the Town, ~~without alteration by me,~~ if awarded on the basis of this Proposal, according to the contract form provided by the Town of Hamden.*
3. To accomplish the work in accord with the RFP Specifications and Contract Documents and to the extent that there is a conflict between the provisions of any RFP documents, the order of precedence shall require me to provide the item or service that is of the greater value or benefit to the Town of Hamden.
4. To begin the work in strict accordance with the project schedule or the Notice to Proceed issued by the Town and to complete the work within 750* calendar days following Owner's date of Notice to Proceed.
5. The undersigned submits a RFP bond in the sum of N/A PER ADDENDUM #1
_____ dollars (\$ _____) 5% of Base Proposal, which sum is agreed shall become the sole and exclusive property of the Owner as liquidated damages to the Owner if the undersigned fails to execute a contract in conformity with the RFP Form and to furnish surety bonds and insurance policies in accordance with the General Conditions after due notification has been given.
6. I acknowledge that the Town of Hamden reserves the right to accept or reject any or all RFPs, alternates, options, or Proposals; to waive any technical defect in an RFP or part thereof submitted, and to accept the RFP deemed by the Town to be in the best interest of the Town of Hamden.


Name: CHRIS G. HARRIMAN
4380861000 (CT); 04-2295689 (US)
Contractor Tax ID #

SENIOR ASSOCIATE

Title
PEC. 0000337 *
Contractor License #

JULY 15, 2024

Dated

* SEE ENCLOSED LETTER DATED JULY 15, 2024

COMPLETE AND RETURN

RFP #24-25

RFP TITLE: Newhall Foundation
Evaluation Project

NON-CONFLICT AFFIDAVIT OF RESPONDENTS

No Elected or Appointed Official, SBC member or other officer or employee or person whose salary is payable in whole or in part from the Town of Hamden OR Board of Education, nor any immediate family member thereof, is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any profits thereof.

The undersigned further certifies that this statement was executed for the purpose of inducing the Town of Hamden to consider the statement of qualifications submitted herein.

State of Connecticut S.S.

County of Middlesex

Subscribed and sworn before me this 10 day of July, 2024.

Legal Name of Respondent: CHRIS G. HARRIMAN

Business Name: HALEY + ALDRICH, INC

Business Address: 100 CORPORATE PLACE, SUITE 105
ROCKY HILL, CT 06067



SENIOR ASSOCIATE

Signature and Title of Person

By: Kaitlin Gadomski

Notary Public

My Commission Expires: 01/31/2029

Date: 7/10/24



KAITLIN ELIZABETH GADOMSKI
Notary Public, State of Connecticut
My Commission Expires January 31, 2029

COMPLETE AND RETURN

RFP #24-25
RFP TITLE: Newhall Foundation
Evaluation Project

NON-COLLUSIVE RFP STATEMENT

The undersigned Responder, having fully informed itself regarding the accuracy of the statements herein, certifies that:

- (1) The Proposal has been arrived at by the Responder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor or Responder of materials, supplies, equipment, or services described in the invitation to RFP, designed to limit independent proposing or completion, and
- (2) The contents of the proposal have not been communicated by the Responder or its employees or agents to any person not any employee or agent of the Responder or its surety on any bonds furnished with the Proposal and will not be communicated to any such person prior to the official opening of the Proposal.

The undersigned Responder further certifies that this statement was executed for the purpose of inducing the Town of Hamden to consider the Proposal and make an award in accordance therewith.

HALEY & ALDRICH, INC.

Legal Name of Responder

100 CORPORATE PL, STE 105, ROCKY HILL, CT 06067

Business Address


Signature and Title of Person
Authorized to Sign

CHRIS G. HARRIMAN

Printed Name

JULY 15, 2024

Date

ENGINEERING AND ENVIRONMENTAL PROFESSIONAL CONSULTING SERVICES AGREEMENT

This Engineering and Environmental Professional Consulting Services Agreement (the "Agreement") is made effective as of July __, 2024 ("Effective Date") by and between the **Town of Hamden**, a Connecticut municipality, having an address of 2750 Dixwell Avenue, Hamden, Connecticut ("Town"), and _____, a Connecticut _____, having its principal offices and place of business at _____ ("Consultant"). Town and Consultant are sometimes referred to herein, individually as a "Party" and collectively as "Parties".

The purpose of this Agreement is to set forth the terms and conditions and mutual commitments of the Parties with regard to certain engineering and environmental professional consulting services Consultant provides for the project known as RFP \$24-25 Newhall Foundation Evaluation Project ("Project"). Therefore, intending to be legally bound, the Parties agree as follows:

1. Definitions and Interpretation.

1.1 Definitions. The following capitalized terms when used in this Agreement shall have the respective meanings set forth below unless a different meaning shall be expressly stated.

1.1.1 "Town Confidential Information" has the meaning set forth in Section 7.1.1 hereof.

1.1.2 "Town Representative" means the person(s) designated as such by Town from time to time.

1.1.3 "Consultant" has the meaning set forth in the preamble hereto.

1.1.4 "Consultant Intellectual Property" means all computer software, including source and object codes and associated documentation, as well as patents, copyrights and other intellectual property in any country covering inventions and information which was not developed by Consultant for Town pursuant to this Agreement or an Accepted Order and is owned by Consultant.

1.1.5 "Consultant Representative" means _____.

1.1.6 "Effective Date" has the meaning set forth in the preamble hereto.

1.1.7 "Final Report" means any document that is: (i) intended to stand on its own as a description of the results of Services provided by Consultant under this Agreement; and (ii) is the final version of that document. Documents such as analytical results that are initially presented to the Town as stand-alone documents are not considered Final Reports if and when the information contained in such documents is incorporated into a subsequent report.

1.1.8 "Force Majeure Event" has the meaning set forth in Section 8.1 hereof.

1.1.9 "Governmental Authority" includes any federal, state, or local administrative, executive, legislative, or judicial governmental authority, agency, or any political subdivision thereof, with jurisdiction over the matter at issue.

1.1.10 "Legal Requirements" means all statutes, orders, decrees, rulings, decisions, laws

(including environmental laws), permits, rules, and regulations issued or enforced by any Governmental Authority, as the same may be modified and amended from time to time during the term of this Agreement. As noted in the RFP, the Town is funding payment for the Services with funds from the Town's allocation from the United States Treasury pursuant to the American Rescue Plan Act ("ARPA"). Thus, all ARPA requirements and Federal Uniform Guidance requirements are expressly incorporated herein and made Legal Requirements hereunder.

1.1.11 "Party" and "Parties" have the meanings set forth in the preamble hereto.

1.1.12 "Permit" means, at any time, any consent, license, approval, permit or other authorization of any Governmental Authority of whatsoever nature which, at such time, is required, in accordance with applicable Legal Requirements for the performance of any aspect of the Services or for any other matters relevant for the performance by Consultant of its obligations hereunder.

1.1.13 "Project" means the Newhall Foundation Evaluation Project, as described in RFP#24-25.

1.1.14 "Proposal" means the Consultant's proposal, dated _____, to the Town and is incorporated herein and made a part hereof.

1.1.15 "Services" means the professional engineering and environmental services, as well as the other services rendered within the scope of the RFP, related to the Newhall Foundation evaluation, as set forth in the RFP and the Proposal, to be performed by the Consultant.

1.1.16 "Site" means air, surface water, soil, sediments, and groundwater associated with property, including land and structures thereon, as further described in the Proposal.

1.1.17 "Subcontractor" means any corporation, firm, person, or persons who is a licensee, subcontractor or Consultant of any tier supplying material, equipment, labor, goods, or services of any kind whatsoever to Consultant in connection with the obligation of Consultant under this Agreement.

1.1.18 "Work Product" means all documents, information or other data generated by Consultant or its employees while rendering the Services, including but not limited to any and all source and object codes and applicable documentation, information, data, models, equations, studies, calculations, reports, drawings, flow charts, modifications and/or adaptations of existing software and inventions developed or reduced to practice by Consultant or its employees while providing the Services.

1.2 Interpretation. Unless the context plainly indicates otherwise:

1.2.1 words importing the singular number shall be deemed to include the plural number (and vice versa).

1.2.2 words importing persons shall include firms and corporations;

1.2.3 each reference to this Agreement or any other document, contract or agreement shall include a reference to each permitted variation of or supplement to this Agreement and such document, contract or agreement as amended, varied or supplemented from time to time in accordance with its terms;

1.2.4 references to any statute or statutory provisions shall include any statute or statutory provision which amends or replaces or has amended or replaced it and shall include any subordinate legislation made under any such statute;

1.2.5 terms such as "hereof," "herein," "hereunder" and other similar compounds of the word "here" shall mean and refer to the entire Agreement rather than any particular part of the same;

1.2.6 references to the word "include" or "including" are to be construed without limitation;

1.2.7 references to Articles, Sections and Exhibits are references to Articles, Sections and Exhibits of this Agreement;

1.2.8 any reference to a person or party includes such person's or party's successors and permitted assigns; and

1.2.9 all subject headings, Article or Section titles, and similar captions are provided for the purpose of reference and convenience, and are not intended to be inclusive, definitive or affect the meaning of the contents of the scope of this Agreement.

2. Agreement Term.

This Agreement shall begin on the Effective Date and shall continue until either Consultant has completed the services required hereby or terminated by the TOWN upon written notice to the Consultant. **CONSULTANT UNDERSTANDS AND ACKNOWLEDGES THAT Consultant shall perform its services to meet the schedule as expeditiously as is consistent with the level of professional skill exercised by other professional consultants performing services of a similar nature under similar circumstances and care and the orderly progress of the Project. CONSULTANT ALSO UNDERSTANDS THAT THE PROJECT IS BEING FUNDED WITH ARPA FUNDS AND MUST BE COMPLETED AND INVOICED BY NO LATER THAN 9/30/26.**

3. Scope of Agreement.

Scope of Services. The Services to be provided by Consultant, the performance schedule therefor, the pricing and payment terms thereof (including any discounts), the Site therefor, and the term thereof, shall be as specified and described in the Proposal and this Agreement. The only manner in which any provision of this Agreement may be modified, superseded or overwritten is by a single document signed by both TOWN and Consultant specifically identifying and referring to this Agreement and to the number and heading of the provision being modified, superseded or overwritten. Consultant shall supply any and all labor, services, materials, equipment, and items necessary or appropriate to perform the Services.

4. Operations and Performance:

4.1 Representative. The Consultant Representative for the Project shall be _____.

4.1.1 All communications, directions and instruction pertaining to the Services and the Project shall be communicated by and to the Parties' respective designated representatives.

4.1.2 The Consultant Representative and Town Representative shall represent the respective Party and all instructions given to it shall be deemed delivered to that Party.

4.1.3 Any oral communications, directions or instructions pertaining to the Services and/or the applicable Accepted Order from Consultant Representative to Town Representative or from Town Representative to Consultant Representative shall be confirmed in writing within ten (10) calendar

days of the giving of the communication, direction or instruction. Consultant shall make no public comments nor media or press releases concerning the Project without the Town's advance express written consent

4.2 Town Responsibilities.

4.2.1 Town shall obtain or provide to Consultant rights of access to and egress from the Project site as may be reasonably necessary for the Consultant to perform the Services.

4.3 Consultant Personnel. The following requirements shall apply with respect to Consultant personnel performing any of the Services.

4.3.1 Consultant agrees that it will:

4.3.1.1 prior to assigning any employee of Consultant to work for Town, review employment history of such employees and upon request therefor provide such history to Town. Consultant agrees that Town may refuse any such employee and such employee shall not be assigned by Consultant to render Services;

4.3.1.2 maintain a list of employees and their employment history assigned by it to render Services to Town pursuant to this Agreement, such list and employment history to be delivered to Town upon request;

4.3.1.3 will remove from the performance of the Services any employee of Consultant as may be requested by Town, in its' discretion, and shall within five (5) business days of receipt of such notice, replace that employee with an acceptable substitute employee. If any employee assigned to perform the Services ceases to be an employee of Consultant during the term hereof, Consultant shall be obligated to provide Town with a substitute employee acceptable to Town within five (5) business days of termination of employment with Consultant.

4.3.1.4 regularly and timely communicate with the Town and its Building Committee concerning Consultant's performance of services hereunder; and

4.3.1.5 coordinate its work with the work of Owner's contractor(s) and other professionals.

4.3.2 Consultant shall employ for the performance of the Services only personnel who are qualified, licensed or certified, trained and skilled in the performance of their duties and have the requisite experience and know-how to perform and complete the Services in accordance with the requirements of this Agreement, the pertinent industry-accepted practices and legal requirements.

4.3.3 Consultant's employees performing the Services at the Site shall be carefully selected by Consultant utilizing reliable and valid test methods that meet all applicable regulations.

4.3.4 Consultant shall not change supervisory personnel assigned to specific Services without prior written approval of the applicable Town, which approval shall not be unreasonably withheld. However, if the performance of the Consultant's supervisory personnel assigned to the Services is unsatisfactory to TOWN and/or the applicable Town and remains unsatisfactory after Consultant has had notice from TOWN and/or the applicable Town and a reasonable time to correct the problem, then such supervisory personnel shall be changed by Consultant to a person who is acceptable to TOWN.

4.4 Safety. Consultant understands and acknowledges that the Site is an occupied, in-use public

facility.

4.4.1 Consultant shall continuously maintain adequate protection of its work and equipment from damage and shall protect the Site from injury or loss of any type whatsoever arising out of the Consultant's Services. Consultant also shall adequately protect adjacent property from loss or damage which might result, either directly or indirectly, from the activities of Consultant at the Site.

4.4.2 In all cases, the Services, including but not limited to all equipment and material used therefor, shall be in compliance and performed in accordance with all applicable Legal Requirements.

4.4.3 Consultant shall take, or cause to be taken, at its expense, all necessary precautions for the safety of Consultant's personnel engaged in the performance of the Services and shall comply with all applicable provisions of federal, state, provincial and municipal safety laws, building codes, and safety regulations to prevent accidents or injuries on, the Site. In the previous regard, Consultant shall provide its employees and Consultant's Subcontractors performing any part of the Services at the Site with such warnings, and other information as may be provided by Town regarding the products, materials and chemicals received, stored, used, and produced at the Site.

4.4.4 Consultant shall develop and have in effect during its performance of the Services a health and safety program for its employees Consultant's Subcontractors, and Consultant shall provide a copy thereof, upon request, to the applicable Town. Consultant shall review and revise said program periodically, providing to the applicable Town a copy of the revised program. Consultant shall be solely responsible for the compliance of its employees or subcontractors with the Consultant's health and safety program. Though Town shall have no obligation to observe Consultant's compliance with its health and safety program, the Town may report all observed health and safety program violations to the Consultant who shall take prompt corrective action. TOWN shall not be required to make evaluation or audits of the Consultant's program or implementation thereof. Compliance with the program and access to medical care for injuries and/or illness sustained by the Consultant's employees and Consultant's Subcontractors performing any of the Services shall be at the sole cost and responsibility and in the sole control of the Consultant, and Consultant hereby waives any right to subrogation or contribution from the Town therefor. Consultant shall maintain an accurate record of all causes of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of the Services, which records shall be made available to TOWN, upon request. Consultant shall give TOWN notice of any injuries and/or illness sustained by the Consultant's employees or those of any other party performing any part of the Services by no later than the end of the work shift during which such injury and/illness occurred or became known.

4.5 Inspection.

4.5.1 All Services, equipment, material, items and supplies furnished by Consultant in the performance of this Agreement shall be subject to inspection by and approval of Town, or its duly authorized representatives; provided, however, Town's inspection or failure to inspect at any given time shall not operate to diminish, alter, or otherwise affect Consultant's obligations hereunder.

4.5.2 Consultant shall immediately correct any services rendered in the performance of the Services should the Services fail to conform to the requirements of this Agreement. Upon notification that any Services performed fails to conform to the requirements of this Agreement, Consultant, shall, at no additional cost to Town, immediately proceed to cause the Services to be corrected and completed in conformity with the provisions of this Agreement, and shall reimburse Town for any and all costs arising directly out of or related directly to such failure, to the extent due to its negligence.

4.6 Information.

4.6.1 Unless otherwise agreed upon in writing and except for communications and documents strictly related to billing, all documents, including original documents and any copies thereof, of any nature (including but not limited to preliminary or draft reports and data) which are produced by Consultant in connection with the Services shall be either delivered to Town Representative immediately upon completion of such Services.

4.6.2 Except to the extent specifically provided for within the scope of Services set forth in the Proposal, Consultant is not responsible for determining which information, if any, generated as a result of the Services must be reported by the Town in order to comply with any Legal Requirements. Moreover, any assistance provided in this regard shall not be construed in any way as advice of counsel. Town hereby agrees to comply with any reporting requirement imposed by any Governmental Authority relative to any information provided by Consultant during the performance of Services. Consultant shall be available to assist in the preparation of licenses and permits in the name of the Town for the Services provided. Nothing in this Section 4.6.2 affects in any way Consultant's independent obligation to provide any required notice (including notice of releases to the environment), filing, permitting, or licensing required by any Governmental Authority or Legal Requirements.

4.7 Warranties or Representations; Compliance.

4.7.1 Consultant represents that in its performance of this Agreement and the Services: that all the Services will be exercised in accordance with the Standard of Care in order to comply with this Agreement; the materials that may be provided as part of the Services will be of new materials and free from defects in material and workmanship, Consultant warrants that Consultant, and each of its employees that will or are performing the Services, has all licenses, permits, consents and registrations necessary or appropriate to enter into this Agreement and to perform the Services, Consultant represents that the Services will be performed with that standard of care, skill and diligence normally provided by a professional person or entity in the performance of services similar to the Services (Consultant is hereby notified that Town will be relying on the accuracy, competence and completeness of the Services provided by Consultant as well as on Consultant's familiarity with statutory and regulatory standards and procedures which apply to any Response Work performed); and, Consultant in rendering the Services, has complied or will comply with all applicable Legal Requirements. These warranties or representations are in addition to and shall not be construed as restricting or limiting any warranties of Consultant, express or implied, which are otherwise provided herein or exist by operation of law. Consultant is solely responsible for remitting all income related taxes, including but not limited to Social Security, FICA, or equivalent types of taxes, in a timely manner, pursuant to federal, state, provincial and local tax laws for Consultant's employees. Consultant further agrees to indemnify, defend (including reasonable attorney fees) and hold harmless Town and its Board of Education, and their respective employees, elected and appointed officials and agents, from and against any claims by any taxing authority resulting from Consultant's failure to pay any tax imposed on income derived from Consultant's employees in performance of the Services.

4.7.2 Consultant represents that it has no prior agreements or arrangements which would constitute a conflict of interest with its duties for the Town as stated herein. Consultant warrants that it shall not enter into agreements or arrangements which may be considered to be a conflict of interest with its duties for Town without first disclosing the potential conflict to Town and to the extent a conflict of interest exists, receiving written permission from Town Representative to do so. Consultant further represents that it shall not accept a contract or request for any Services which may constitute a conflict of interest because of any prior agreements or arrangements between Consultant and any third party unless

the potential conflict is first fully disclosed to Town and to the third party and both Town and the third party provide written waivers of the conflict.

5. Price and Payment.

5.1 Price. Town shall pay for the Services, in accordance with the lump sum fee amounts set forth for each task identified in the Proposal, a sum not to exceed _____ Dollars (\$ _____), as set forth in more detail in the Proposal. In addition, a direct cost allowance of _____ dollars (\$ _____) is made a part hereof. It is expressly understood that the Consultant shall not be entitled to bill for or receive payment for services unless such services are actually rendered.

5.1.1 The prices, including hourly rates and unit prices, set forth in the Proposal shall not be changed except by mutual agreement, in writing, by Town and Consultant.

5.2 Terms of Payment. Monthly invoices will be issued by the Consultant for all Services performed during the preceding thirty (30) day period on a percentage of completion basis. The Town shall pay each invoice within thirty (30) days of the date that the invoice is approved by the Town.

5.2.1 Town may set off any amount due hereunder from Town to Consultant from any amounts due to any Town from Consultant under this Agreement or any other agreement between Consultant and Town.

5.2.2 Consultant agrees, upon reasonable request, to substantiate that Consultant's billing is in conformity with the terms of this Agreement and to furnish documents verifying each charge billed to the Town on a time and material basis or to the extent required by law. Consultant agrees that all correspondence, books, accounts and other documents and information relating to the Services and prices and expenses payable hereunder for work performed on a time and material and/or reimbursable basis shall be made available to Town, and/or its authorized representatives, for inspection during normal business hours at Consultant's office.

5.2.3 Payments to Consultant may be made by check, wire transfer, or by other means mutually agreed upon by the Parties from time to time.

6. Insurance and Indemnification.

inclusive of
red-lines

6.1 Insurance. The Consultant agrees to provide the insurance coverages set forth in the RFP^A and to furnish to the Town, prior to the commencement of services hereunder, a Certificate of Insurance evidencing that the required coverages are in place.

6.2 Indemnity. In addition to any other indemnity obligations of Consultant set forth elsewhere in this Agreement, Consultant shall indemnify, defend (excluding professional liability claims) and hold harmless Town, and their boards, commissions, committees, elected and appointed officials, paid professional advisors, agents and employees, from and against any and all costs, expenses, losses, damages, judgments, penalties, fines and liabilities that may accrue or be sustained by any Town, their directors, officers, agents or employees, arising out of a third party claim, to the extent caused by the negligent acts or omissions, or willful misconduct of Consultant, in the performance of this Agreement and the Services, except to the extent arising out of the negligence or willful misconduct of Town.

6.2.1 The indemnification obligation of this Section 6.2 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant under any Worker's Compensation Acts, Disability Acts or other Employee Benefit Acts, or

the insurance proceeds thereof, except as described in Section 6.2.5.

6.2.2 The indemnification obligation of this Section 6.2 should be deemed modified as required to exclude that degree of indemnification required aforesaid which is expressly prohibited by applicable law, statute, or regulation, if any; but to the extent the aforesaid indemnification obligation is valid and enforceable, it shall remain in effect though modified.

6.2.3 In the event that any claim, loss, cost, expense, liability, damage or injury covered by the indemnification obligations hereunder arise or are made, asserted or threatened against Town, TOWN shall have the right to withhold from any payments due or to become due to Consultant an amount sufficient to indemnify Town from and against any and all such claim, loss, cost, expense, liability, damage or injury, including reasonable legal fees and disbursements, to the extent caused by Consultant's negligence; or TOWN, in its discretion, may require Consultant to furnish a surety bond, at Consultant's sole cost, satisfactory to TOWN guaranteeing such protection, which bond shall be furnished by Consultant within five (5) calendar days after written demand has been made therefor. Consultant may obtain release of any such withheld monies by furnishing TOWN with the aforesaid surety bond or providing some other written assurance which is satisfactory to TOWN, as determined by TOWN in its sole discretion, that Town's interests will be properly protected.

6.2.4 The indemnity obligations of Consultant hereunder shall survive the termination or expiration of this Agreement and of any applicable Accepted Order.

7. Confidentiality and Work Product.

7.1 Consultant recognizes that by reason of it performing the Services pursuant to this Agreement and the Accepted Order, Consultant will gain knowledge of and develop on behalf of Town information relating to and concerned with the past, present and future operations and plans of Town. Consultant covenants and agrees on behalf of itself and all employees and personnel under the control of Consultant to the following conditions:

7.1.1 "Town Confidential Information" means the terms of this Agreement, and documents of any character and the information contained therein, including but not limited to drawings, designs, plans, specifications, requisitions, instructions, data, manuals, electronic media, (such as computer disk, computer programs, data stored electronically), and the like: (i) provided or disclosed to Consultant by or on behalf of Town in connection with this Agreement; (ii) learned by Consultant in performing or by virtue of this Agreement; (iii) produced for or developed by or on behalf of Consultant or Town in connection with this Agreement; or, (iv) access to which is obtained by Consultant through use of a computer system utilized by Town, or a representative of Town, and any copies, printout or displays thereof, including any computer programs and data used by Town, or a representative of Town which are stored electronically and any and all security code numbers or procedures for gaining access to a computer system used by Town, or a representative of Town. Town Confidential Information disclosed in documentary or tangible form to the extent practical shall be marked to indicate its confidential nature. In the case of Town Confidential Information disclosed orally or visually, Town shall confirm in writing the fact and general nature of each disclosure within thirty (30) calendar days after it is made.

7.1.2 Town Confidential Information and any rights therein shall be and remain the property of the Town.

7.1.3 Consultant, for itself and on behalf of its officers, employees and agents, agrees: (i) to hold Town Confidential Information in strict confidence and not to disclose any part of it to others, exercising at least the same degree of care as Consultant takes in protecting its own trade secrets; (ii) not to disclose Town Confidential Information without TOWN's prior written consent to any entity or person

other than Consultant's employees who require disclosure to perform the services in connection with this Agreement; (iii) not to allow any persons or entities other than such employees access to Town Confidential Information, and then only upon execution by the employee of the confidentiality agreement

referenced in Section 7.1.7 below; and, (iv) not to make any use not authorized, in writing, in advance by TOWN of Town Confidential Information. Consultant shall not be prevented, however, from using or disclosing information: (i) which is or becomes published or otherwise publicly available through no breach of this Agreement; (ii) which is already known to Consultant at the time of disclosure by Town as evidenced in writing; or, (iii) which Consultant later lawfully learns from some source other than directly or indirectly from Town. The burden of proving that information or data is not Town Confidential Information shall be with the Consultant.

7.1.4 Consultant shall not attempt to gain unauthorized access to any Town Confidential Information and in the event access is obtained, Consultant shall immediately report that fact to TOWN and to the extent possible explain the details of the procedure used to gain such access.

7.1.5 The obligations of this Section 7.1 shall continue with respect to any Town Confidential Information for a period of one hundred and twenty (120) calendar months from the date of termination of this Agreement.

7.1.6 Within thirty (30) days after termination of this Agreement or upon written request by TOWN, whichever is earliest, Consultant shall return to TOWN all Town Confidential Information (including that generated by or on behalf of Consultant which is in the possession of Consultant or its employees or Subcontractors and is in tangible form) and all copies thereof, or with TOWN's prior written approval Consultant shall destroy the same and certify in writing, such destruction to TOWN.

7.1.7 Consultant shall require the same covenants and agreements from third parties to whom Town Confidential Information is disclosed upon approval of TOWN. Consultant shall inform its employees assigned to performance of this Agreement of Consultant's obligations contained in this Section 7.1 and shall require such employees to sign agreements of confidentiality containing nondisclosure/nonuse obligations as those set forth in this Section 7.1 prior to giving them access to Town Confidential Information. Consultant shall review on an annual basis with such employees the obligations of confidentiality that each employee has to the Town.

7.2 Work Product. Work Product shall be the sole and exclusive property of T o w n and may be used by Town for any purpose whatsoever without Consultant's or its employee's consent and without obligation of any further compensation to Consultant or its employee and shall be delivered by Consultant or the employee to Town upon request by Town. Consultant shall not use any portion of the Work Product in any projects for any third party. Town shall indemnify, hold harmless and defend Consultant against and all claims, liabilities, losses and costs arising from Town's use of Consultant's work product on work for which Consultant is not retained.

8. Force Majeure.

8.1 The performance by either Party of any covenant or obligation on its part to be performed under this Agreement shall be excused by floods, riots, fires, accidents, wars, embargoes, acts, injunctions, or restraints of government, or any other cause preventing such performance, beyond the affected Party's reasonable control and which is not due to the affected Party's fault or negligence ("Force Majeure Event"), provided that: (i) the Party whose performance is affected by the Force Majeure Event promptly notifies the other Party and uses reasonable efforts to mitigate adverse effects upon the other Party; and, (ii) the Party's obligation to perform shall be suspended only for the duration of the Force Majeure Event and a reasonable recovery time thereafter. In the event the Force Majeure Event continues for ten (10) consecutive calendar days, Town, at its option, may terminate this Agreement upon notice to

Consultant.

9. Termination.

9.1 If Consultant institutes or has instituted against it proceedings in bankruptcy, dissolves or liquidates its business, assigns or attempts to assign its business assets for the benefit of creditors, or if a receiver shall be appointed on account of its creditors, or if a receiver shall be appointed on account of its insolvency, or if its financial condition is such that the Town, in its reasonable opinion, has concern about its ability to fully meet its obligations under this Agreement, the Town may immediately terminate this Agreement upon written notice. Further, if either Party shall default in the performance of any undertaking or obligation to be performed by it under this and if within ten (10) calendar days after written notice thereof from the other Party (specifying in such notice the thing or matter in default) it fails to cure such default, the Party serving such notice, may without prejudice to any other right or remedy, terminate this Agreement; a failure to perform by Consultant due to a strike, lockout, labor stoppage or labor troubles of any type or nature shall not excuse Consultant from performance of this Agreement, and any failure to perform as a result thereof shall be deemed a default hereunder by Consultant. Notwithstanding the foregoing, in the event Consultant in any manner fails to perform its obligations under this Agreement in a timely manner and as required by this Agreement for any reason whatsoever, including without limitation due to a strike, lockout, labor stoppage or other labor trouble, the Town immediately may suspend the Agreement, without any obligation or compensation to Consultant.

In addition, the Town may, upon five (5) days advance written notice, terminate this Agreement for the Town's convenience. In the event that the Town terminates this Agreement for its convenience, the Town's sole liability to Consultant shall be to pay for services rendered as of the date of termination. In no event shall Consultant be entitled to or claim any indirect or consequential damages.

10. Notices.

10.1 All documents, notices and communications to be given hereunder or in connection herewith shall be in writing, signed (signing may be by an electronic signature) by the Party giving or making the notice or communication and shall be deemed given when: (i) (x) delivered in person or by messenger or (y) sent by facsimile or electronic mail on the date of receipt of a facsimile or electronic mail, provided that the sender can and does provide evidence of successful transmission and that such day is a business day (and if it is not, then on the next succeeding business day) or (z) three (3) business days after being deposited in the United States mail in a sealed envelope with sufficient postage affixed, registered or certified, return receipt requested, and (ii) addressed as set forth below, or to such other addresses or designee(s) as may be hereafter designated by a Party after providing written notice thereof to the other Party:

To Town:

Hamden, CT 06518

With a copy to:

Town Attorney
Town of Hamden
2750 Dixwell Avenue
Hamden, CT 06518

To Consultant:

11. Miscellaneous.

11.1 Independent Contractor. Consultant's relationship with the Town under this Agreement is that of an independent contractor. Nothing in this Agreement shall be construed as being inconsistent with that status. Consultant shall be solely responsible for its employees, subcontractors, and agents and for their benefits, contributions, and taxes, as applicable and shall indemnify and hold Town harmless from any and all liability arising therefrom.

11.2 Subcontracts. Consultant may not subcontract any portion of the Services without prior written approval of the Town, both in respect of that portion of the Services to be subcontracted and the proposed Subcontractor therefor. Any such approval shall not relieve Consultant of any of its duties, obligations, warranties, liabilities, or responsibilities under this Agreement. Consultant shall assure the performance of all Subcontractors and furnish such information relative to Subcontractors as the Town may at any time reasonably request, including but not limited to furnishing the Town with a copy of the subcontract. Nothing contained in this Agreement shall create any contractual relationship between the Town and any Subcontractor of Consultant, but Consultant shall be fully responsible to the Town for all acts and omissions of its Subcontractors, their agents, and employees, as Consultant is for the acts and omissions of all persons directly employed by Consultant. Consultant shall require its Subcontractors to be bound by the terms and conditions of this Agreement. All portions of the Services performed for Consultant by a Subcontractor shall be pursuant to an appropriate agreement between Consultant and such Subcontractor (and where appropriate between subcontractors and sub-subcontractors).

11.3 Assignment. This Agreement shall not be assigned by either Party, in whole or in part, without the prior written consent of the other (which consent shall not be unreasonably or untimely withheld), and any attempted assignment without such consent, whether by operation of law or otherwise, shall be void. If the non-assigning Party fails to respond within twenty (20) business days to a written request by the assigning Party for written consent to the assignment, the non-assigning Party will be deemed to have consented to the assignment. Subject to the foregoing, this Agreement and all Accepted Orders shall bind and inure to the benefit of the successors and assigns of the respective Parties hereto, including without limitation, any purchaser of Consultant's or Town's respective businesses or facilities as to which this Agreement and/or the Accepted Order relates.

11.4 Waiver. The failure of either Party to enforce at any time any of the provisions of this Agreement or of an Accepted Order shall in no way constitute or be construed as a waiver of that or any other provision of this Agreement or of the Accepted Order, nor in any way to affect the validity of this Agreement or of the Accepted Order or any provision thereof or the right of such Party to enforce thereafter each and every provision of this Agreement or of the Accepted Order. No waiver of any provision or breach of this Agreement or of the Accepted Order shall be deemed to be a waiver of any other provision or breach. The remedies herein reserved by the Parties shall be cumulative and additional to any other or further remedies provided in law or equity which the Parties may possess.

11.5 Remedies. Any right or remedy of either Party set forth in this Agreement shall not be exclusive, and, in addition thereto, both Parties shall have all rights and remedies under applicable law, including without limitation, equitable relief.

11.6 Governing Law. This Agreement and the relationship and rights of the Parties hereunder are made under and shall be governed by the local laws of the State of Connecticut (without giving effect to the conflict of law principles thereof).

11.7 Reformation. In the event any provision of this Agreement or of an Accepted Order is determined to be invalid, illegal or otherwise unenforceable for any reason, that provision shall be reformed to the maximum extent permitted to preserve the Parties' original intent, failing which it shall be severed from this Agreement, with the balance of this Agreement continuing in full force and effect.

11.8 Entire Agreement. This Agreement and any Accepted Order, including all documents referenced herein and therein, contain the entire agreement of the Parties with regard to the subject matter hereof and thereof and supersedes any prior communications, commitments, representations or warranty, or contracts between the Parties relating to the subject matter hereof and thereof. No modifications of this Agreement shall be of any force or effect unless reduced to a writing which specifically references this Agreement, states an express intent to modify or amend this Agreement, and is signed by the Parties claimed to be bound thereby.

11.9 Provisions Required for Federally Funded Contract. As stated in the RFP and above herein, the Project is being funded in whole or in part with funds obtained from the Federal Government. Consultant hereby agrees and accepts the applicable provisions below of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200 and FAR and DFARS Flow Down Clauses.

- A. Equal Employment Opportunity** – Consultant shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Consultant agrees to abide by the provisions of the following related to equal employment opportunity, to the extent applicable, which are incorporated herein by reference: 41 C.F.R. §§ 60-1.4, 60-300.5(a), 60-741.5(a), 61-300.10, Executive Orders 11246 and 13465, and Appendix A to Subpart A of Executive Order 13496. As applicable, Consultant shall abide by the requirements of 41 CFR § 60-741.5. This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. Consultant shall abide by the requirements of 41 CFR § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
- B. Rights to Inventions Made Under a Contract or Agreement** – If the contract or purchase order includes the performance of experimental, developmental, or research work, Consultant shall provide for the rights of the Federal Government and NSU in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and comply with the requirements of 37 CFR part 401 and any implementing regulations issued by the awarding agency.
- C. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** – If the contract or purchase order amount exceeds \$150,000, Consultant shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- D. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** – If the contract or purchase order amount exceeds \$100,000, Consultant (and, if required, any subcontractors) shall file the certifications required by this law and related regulations, certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Consultant (and, if required, any subcontractors) shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- E. Debarment and Suspension (E.O.s 12549 and 12689)** – Consultant represents and warrants that neither it (nor any other person or entity affiliated with Consultant and for whom the standing under these laws is imputed to Consultant) is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. If the contract or purchase order amount exceeds the small purchase threshold (currently, \$100,000), Consultant shall provide NSU with the required certification regarding its exclusion status and that of its principal employees.
- F. Records Access (Contracts in excess of \$100,000)** – NSU, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Consultant which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

- G. Energy Policy and Conservation Act (42 U.S.C. 6201)** – Consultant will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the state energy conservation plan adopted pursuant thereto.
- H. Procurement of Recovered Materials** – Consultant will comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
- I. Waste Disposal Act** – Consultant shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- J. Domestic preferences for procurements** – As appropriate and to the extent consistent with law, Consultant should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- K. Prohibition on certain telecommunications and video surveillance services or equipment**
– Consultant certifies, represents, and warrants that it and its employees, agents, and contractors performing any services under this Agreement comply with Section 200.216 of Subpart C of Part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Prohibition on certain telecommunications and video surveillance services or equipment, which prohibits obligating or expending federal funds to (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, Section 889) as a substantial or essential component of any system, or as critical technology as part of any system.
- L. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145) (Applies to contracts or purchase orders in excess of \$2000 for construction or repair)** – Consultant shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Consultant is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which that person is otherwise entitled.
- M. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) (Applies to contracts or purchase**

orders in excess of \$2000 and involves the employment of mechanics or laborers) – If required by the Federal program legislation, Consultant shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3148) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, Consultant is required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Consultant is required to pay wages not less than once a week.

- N. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (Applies to contracts or purchase orders in excess of \$100,000 and involves the employment of mechanics or laborers)** – Consultant shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under 40 U.S.C. 3702, Consultant shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

– **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms 92CFR 200.321)** – Consultant shall, in accordance with 2 CFR 200.321 - contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, take affirmative steps to include minority business, women's business enterprises, and labor surplus area firm by:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The parties have executed this Agreement as of the Effective Date.

TOWN OF HAMDEN ("TOWN")

("Consultant")

By: _____

Name (Print): _____

Title: _____

Date: _____

By: _____

Name (Print): _____

Title: _____

Date: _____

COMPLETE AND RETURN

RFP #24-25
RFP TITLE: Newhall Foundation
Evaluation Project

PRICE SHEET

You are required to furnish the following information to the Town of Hamden:

Name and address of Company HALEY & ALDRICH, INC.
(Print or type) 100 CORPORATE PL, STE 105
ROCKY HILL, CT 06067

Name and Title of Agent of Company CHRIS G. HARRIMAN, SENIOR ASSOCIATE
(Print or type)

Signature:  Date: JULY 15, 2024

Telephone: 860-989-9439 Email: CHARRIMAN@HALEYALDRICH.COM

Fax: 860-721-0612 Federal I.D. Number: 04-2295689

Phase 1* - Lump sum price for equipment, material, and labor: \$ 350,000

\$ THREE HUNDRED AND FIFTY THOUSAND DOLLARS
WRITTEN AMOUNT

Phase 2* - Lump sum price for equipment, material, and labor: \$ 625,000

\$ SIX HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS
WRITTEN AMOUNT

Phase 3* - Lump sum price for equipment, material, and labor: \$ 475,000

\$ FOUR HUNDRED AND SEVENTY-FIVE THOUSAND DOLLARS
WRITTEN AMOUNT

Phase 4* - Lump sum price for equipment, material, and labor: \$ 350,000

\$ THREE HUNDRED AND FIFTY THOUSAND DOLLARS
WRITTEN AMOUNT



TOWN OF HAMDEN

CONNECTICUT

Addendum #1

RFP #24-25

Newhall Foundation Evaluation Project
Hamden, Connecticut

1. Contractor Response Requirements on page 9 indicate that responses can be either time and material based or deliverable based. However, the RFP Price Sheet identifies only "Lump sum price". Please advise.

Please provide lump sum price for each phase of the project as listed on the price sheet.

2. Performance and Payment Bonds on page 11 is not checked. However, item No. 5 on the RFP Form asks for a bond amount. Bonds are not typical for profession services design work so we anticipate that this is not relevant. Please advise.

A bond is not required for this RFP.

3. Page 20 mentions a mandatory Pre-RFP meeting. However, we see no mention of such a meeting in the RFP. Is there a mandatory meeting and if so when is it?

There is no Pre-RFP meeting for this RFP.

4. On page 17 it mentions Prevailing Wage (PW) requirements. Would PW be required of our subcontractors such as a Test Boring subcontractor or would our subcontractor costs be exempt from PW as well?

Prevailing wage requirements do not apply to this RFP.

End of Addendum #1

July 3, 2024



TOWN OF HAMDEN

CONNECTICUT

Addendum #2
RFP #24-25
Newhall Foundation Evaluation Project
Hamden, Connecticut

1. Does DEEP have a compilation of high resolution historical satellite-based radar measurements available or is the DEEP referring to a review for generally publicly available information such as LiDAR mapping?

Information that DEEP has completed is provided in the link in the solicitation document. Town does not have access to information on individual parcels beyond what has already been provided.

2. Would the Town entertain estimated/budgetary costs for any Phases of work?

Yes, Town will entertain/budgetary costs for the proposed phases of work. The Town also expects there will be a not to exceed amount for the completed of the outlined tasks in response. If needed, applicants may consider adding contingency for projected tasks.

3. RFP Form, Item 2, refers to a contract form to be provided by the Town that we cannot alter. However, we can find no sample of the "contract" in the bid documents. Can the Town provide a sample of the contract for our review?

Please see sample contract included in this addendum.

End of Addendum #2

July 11, 2024

ENGINEERING AND ENVIRONMENTAL PROFESSIONAL CONSULTING SERVICES AGREEMENT

This Engineering and Environmental Professional Consulting Services Agreement (the "Agreement") is made effective as of July __, 2024 ("Effective Date") by and between the **Town of Hamden**, a Connecticut municipality, having an address of 2750 Dixwell Avenue, Hamden, Connecticut ("Town"), and _____, a Connecticut _____, having its principal offices and place of business at _____ ("Consultant"). Town and Consultant are sometimes referred to herein, individually as a "Party" and collectively as "Parties".

The purpose of this Agreement is to set forth the terms and conditions and mutual commitments of the Parties with regard to certain engineering and environmental professional consulting services Consultant provides for the project known as RFP \$24-25 Newhall Foundation Evaluation Project ("Project"). Therefore, intending to be legally bound, the Parties agree as follows:

1. Definitions and Interpretation.

1.1 **Definitions.** The following capitalized terms when used in this Agreement shall have the respective meanings set forth below unless a different meaning shall be expressly stated.

1.1.1 "**Town Confidential Information**" has the meaning set forth in Section 7.1.1 hereof.

1.1.2 "**Town Representative**" means the person(s) designated as such by Town from time to time.

1.1.3 "**Consultant**" has the meaning set forth in the preamble hereto.

1.1.4 "**Consultant Intellectual Property**" means all computer software, including source and object codes and associated documentation, as well as patents, copyrights and other intellectual property in any country covering inventions and information which was not developed by Consultant for Town pursuant to this Agreement or an Accepted Order and is owned by Consultant.

1.1.5 "**Consultant Representative**" means _____.

1.1.6 "**Effective Date**" has the meaning set forth in the preamble hereto.

1.1.7 "**Final Report**" means any document that is: (i) intended to stand on its own as a description of the results of Services provided by Consultant under this Agreement; and (ii) is the final version of that document. Documents such as analytical results that are initially presented to the Town as stand-alone documents are not considered Final Reports if and when the information contained in such documents is incorporated into a subsequent report.

1.1.8 "**Force Majeure Event**" has the meaning set forth in Section 8.1 hereof.

1.1.9 "**Governmental Authority**" includes any federal, state, or local administrative, executive, legislative, or judicial governmental authority, agency, or any political subdivision thereof, with jurisdiction over the matter at issue.

1.1.10 "**Legal Requirements**" means all statutes, orders, decrees, rulings, decisions, laws

(including environmental laws), permits, rules, and regulations issued or enforced by any Governmental Authority, as the same may be modified and amended from time to time during the term of this Agreement. As noted in the RFP, the Town is funding payment for the Services with funds from the Town's allocation from the United States Treasury pursuant to the American Rescue Plan Act ("ARPA"). Thus, all ARPA requirements and Federal Uniform Guidance requirements are expressly incorporated herein and made Legal Requirements hereunder.

1.1.11 "Party" and "Parties" have the meanings set forth in the preamble hereto.

1.1.12 "Permit" means, at any time, any consent, license, approval, permit or other authorization of any Governmental Authority of whatsoever nature which, at such time, is required, in accordance with applicable Legal Requirements for the performance of any aspect of the Services or for any other matters relevant for the performance by Consultant of its obligations hereunder.

1.1.13 "Project" means the Newhall Foundation Evaluation Project, as described in RFP#24-25.

1.1.14 "Proposal" means the Consultant's proposal, dated _____, to the Town and is incorporated herein and made a part hereof.

1.1.15 "Services" means the professional engineering and environmental services, as well as the other services rendered within the scope of the RFP, related to the Newhall Foundation evaluation, as set forth in the RFP and the Proposal, to be performed by the Consultant.

1.1.16 "Site" means air, surface water, soil, sediments, and groundwater associated with property, including land and structures thereon, as further described in the Proposal.

1.1.17 "Subcontractor" means any corporation, firm, person, or persons who is a licensee, subcontractor or Consultant of any tier supplying material, equipment, labor, goods, or services of any kind whatsoever to Consultant in connection with the obligation of Consultant under this Agreement.

1.1.18 "Work Product" means all documents, information or other data generated by Consultant or its employees while rendering the Services, including but not limited to any and all source and object codes and applicable documentation, information, data, models, equations, studies, calculations, reports, drawings, flow charts, modifications and/or adaptations of existing software and inventions developed or reduced to practice by Consultant or its employees while providing the Services.

1.2 Interpretation. Unless the context plainly indicates otherwise:

1.2.1 words importing the singular number shall be deemed to include the plural number (and vice versa).

1.2.2 words importing persons shall include firms and corporations;

1.2.3 each reference to this Agreement or any other document, contract or agreement shall include a reference to each permitted variation of or supplement to this Agreement and such document, contract or agreement as amended, varied or supplemented from time to time in accordance with its terms;

1.2.4 references to any statute or statutory provisions shall include any statute or statutory provision which amends or replaces or has amended or replaced it and shall include any subordinate legislation made under any such statute;

1.2.5 terms such as "hereof," "herein," "hereunder" and other similar compounds of the word "here" shall mean and refer to the entire Agreement rather than any particular part of the same;

1.2.6 references to the word "include" or "including" are to be construed without limitation;

1.2.7 references to Articles, Sections and Exhibits are references to Articles, Sections and Exhibits of this Agreement;

1.2.8 any reference to a person or party includes such person's or party's successors and permitted assigns; and

1.2.9 all subject headings, Article or Section titles, and similar captions are provided for the purpose of reference and convenience, and are not intended to be inclusive, definitive or affect the meaning of the contents of the scope of this Agreement.

2. Agreement Term.

This Agreement shall begin on the Effective Date and shall continue until either Consultant has completed the services required hereby or terminated by the TOWN upon written notice to the Consultant. **CONSULTANT UNDERSTANDS AND ACKNOWLEDGES THAT Consultant shall perform its services to meet the schedule as expeditiously as is consistent with the level of professional skill exercised by other professional consultants performing services of a similar nature under similar circumstances and care and the orderly progress of the Project. CONSULTANT ALSO UNDERSTANDS THAT THE PROJECT IS BEING FUNDED WITH ARPA FUNDS AND MUST BE COMPLETED AND INVOICED BY NO LATER THAN 9/30/26.**

3. Scope of Agreement.

Scope of Services. The Services to be provided by Consultant, the performance schedule therefor, the pricing and payment terms thereof (including any discounts), the Site therefor, and the term thereof, shall be as specified and described in the Proposal and this Agreement. The only manner in which any provision of this Agreement may be modified, superseded or overwritten is by a single document signed by both TOWN and Consultant specifically identifying and referring to this Agreement and to the number and heading of the provision being modified, superseded or overwritten. Consultant shall supply any and all labor, services, materials, equipment, and items necessary or appropriate to perform the Services.

4. Operations and Performance:

4.1 Representative. The Consultant Representative for the Project shall be _____.

4.1.1 All communications, directions and instruction pertaining to the Services and the Project shall be communicated by and to the Parties' respective designated representatives.

4.1.2 The Consultant Representative and Town Representative shall represent the respective Party and all instructions given to it shall be deemed delivered to that Party.

4.1.3 Any oral communications, directions or instructions pertaining to the Services and/or the applicable Accepted Order from Consultant Representative to Town Representative or from Town Representative to Consultant Representative shall be confirmed in writing within ten (10) calendar

days of the giving of the communication, direction or instruction. Consultant shall make no public comments nor media or press releases concerning the Project without the Town's advance express written consent

4.2 Town Responsibilities.

4.2.1 Town shall obtain or provide to Consultant rights of access to and egress from the Project site as may be reasonably necessary for the Consultant to perform the Services.

4.3 Consultant Personnel. The following requirements shall apply with respect to Consultant personnel performing any of the Services.

4.3.1 Consultant agrees that it will:

4.3.1.1 prior to assigning any employee of Consultant to work for Town, review employment history of such employees and upon request therefor provide such history to Town. Consultant agrees that Town may refuse any such employee and such employee shall not be assigned by Consultant to render Services;

4.3.1.2 maintain a list of employees and their employment history assigned by it to render Services to Town pursuant to this Agreement, such list and employment history to be delivered to Town upon request;

4.3.1.3 will remove from the performance of the Services any employee of Consultant as may be requested by Town, in its' discretion, and shall within five (5) business days of receipt of such notice, replace that employee with an acceptable substitute employee. If any employee assigned to perform the Services ceases to be an employee of Consultant during the term hereof, Consultant shall be obligated to provide Town with a substitute employee acceptable to Town within five (5) business days of termination of employment with Consultant.

4.3.1.4 regularly and timely communicate with the Town and its Building Committee concerning Consultant's performance of services hereunder; and

4.3.1.5 coordinate its work with the work of Owner's contractor(s) and other professionals.

4.3.2 Consultant shall employ for the performance of the Services only personnel who are qualified, licensed or certified, trained and skilled in the performance of their duties and have the requisite experience and know-how to perform and complete the Services in accordance with the requirements of this Agreement, the pertinent industry-accepted practices and legal requirements.

4.3.3 Consultant's employees performing the Services at the Site shall be carefully selected by Consultant utilizing reliable and valid test methods that meet all applicable regulations.

4.3.4 Consultant shall not change supervisory personnel assigned to specific Services without prior written approval of the applicable Town, which approval shall not be unreasonably withheld. However, if the performance of the Consultant's supervisory personnel assigned to the Services is unsatisfactory to TOWN and/or the applicable Town and remains unsatisfactory after Consultant has had notice from TOWN and/or the applicable Town and a reasonable time to correct the problem, then such supervisory personnel shall be changed by Consultant to a person who is acceptable to TOWN.

4.4 Safety. Consultant understands and acknowledges that the Site is an occupied, in-use public

facility.

4.4.1 Consultant shall continuously maintain adequate protection of its work and equipment from damage and shall protect the Site from injury or loss of any type whatsoever arising out of the Consultant's Services. Consultant also shall adequately protect adjacent property from loss or damage which might result, either directly or indirectly, from the activities of Consultant at the Site.

4.4.2 In all cases, the Services, including but not limited to all equipment and material used therefor, shall be in compliance and performed in accordance with all applicable Legal Requirements.

4.4.3 Consultant shall take, or cause to be taken, at its expense, all necessary precautions for the safety of Consultant's personnel engaged in the performance of the Services and shall comply with all applicable provisions of federal, state, provincial and municipal safety laws, building codes, and safety regulations to prevent accidents or injuries on, the Site. In the previous regard, Consultant shall provide its employees and Consultant's Subcontractors performing any part of the Services at the Site with such warnings, and other information as may be provided by Town regarding the products, materials and chemicals received, stored, used, and produced at the Site.

4.4.4 Consultant shall develop and have in effect during its performance of the Services a health and safety program for its employees Consultant's Subcontractors, and Consultant shall provide a copy thereof, upon request, to the applicable Town. Consultant shall review and revise said program periodically, providing to the applicable Town a copy of the revised program. Consultant shall be solely responsible for the compliance of its employees or subcontractors with the Consultant's health and safety program. Though Town shall have no obligation to observe Consultant's compliance with its health and safety program, the Town may report all observed health and safety program violations to the Consultant who shall take prompt corrective action. TOWN shall not be required to make evaluation or audits of the Consultant's program or implementation thereof. Compliance with the program and access to medical care for injuries and/or illness sustained by the Consultant's employees and Consultant's Subcontractors performing any of the Services shall be at the sole cost and responsibility and in the sole control of the Consultant, and Consultant hereby waives any right to subrogation or contribution from the Town therefor. Consultant shall maintain an accurate record of all causes of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of the Services, which records shall be made available to TOWN, upon request. Consultant shall give TOWN notice of any injuries and/or illness sustained by the Consultant's employees or those of any other party performing any part of the Services by no later than the end of the work shift during which such injury and/illness occurred or became known.

4.5 Inspection.

4.5.1 All Services, equipment, material, items and supplies furnished by Consultant in the performance of this Agreement shall be subject to inspection by and approval of Town, or its duly authorized representatives; provided, however, Town's inspection or failure to inspect at any given time shall not operate to diminish, alter, or otherwise affect Consultant's obligations hereunder.

4.5.2 Consultant shall immediately correct any services rendered in the performance of the Services should the Services fail to conform to the requirements of this Agreement. Upon notification that any Services performed fails to conform to the requirements of this Agreement, Consultant, shall, at no additional cost to Town, immediately proceed to cause the Services to be corrected and completed in conformity with the provisions of this Agreement, and shall reimburse Town for any and all costs arising directly out of or related directly to such failure, to the extent due to its negligence.

4.6 Information.

4.6.1 Unless otherwise agreed upon in writing and except for communications and documents strictly related to billing, all documents, including original documents and any copies thereof, of any nature (including but not limited to preliminary or draft reports and data) which are produced by Consultant in connection with the Services shall be either delivered to Town Representative immediately upon completion of such Services.

4.6.2 Except to the extent specifically provided for within the scope of Services set forth in the Proposal, Consultant is not responsible for determining which information, if any, generated as a result of the Services must be reported by the Town in order to comply with any Legal Requirements. Moreover, any assistance provided in this regard shall not be construed in any way as advice of counsel. Town hereby agrees to comply with any reporting requirement imposed by any Governmental Authority relative to any information provided by Consultant during the performance of Services. Consultant shall be available to assist in the preparation of licenses and permits in the name of the Town for the Services provided. Nothing in this Section 4.6.2 affects in any way Consultant's independent obligation to provide any required notice (including notice of releases to the environment), filing, permitting, or licensing required by any Governmental Authority or Legal Requirements.

4.7 Warranties or Representations; Compliance.

4.7.1 Consultant represents that in its performance of this Agreement and the Services: that all the Services will be exercised in accordance with the Standard of Care in order to comply with this Agreement; the materials that may be provided as part of the Services will be of new materials and free from defects in material and workmanship, Consultant warrants that Consultant, and each of its employees that will or are performing the Services, has all licenses, permits, consents and registrations necessary or appropriate to enter into this Agreement and to perform the Services, Consultant represents that the Services will be performed with that standard of care, skill and diligence normally provided by a professional person or entity in the performance of services similar to the Services (Consultant is hereby notified that Town will be relying on the accuracy, competence and completeness of the Services provided by Consultant as well as on Consultant's familiarity with statutory and regulatory standards and procedures which apply to any Response Work performed); and, Consultant in rendering the Services, has complied or will comply with all applicable Legal Requirements. These warranties or representations are in addition to and shall not be construed as restricting or limiting any warranties of Consultant, express or implied, which are otherwise provided herein or exist by operation of law. Consultant is solely responsible for remitting all income related taxes, including but not limited to Social Security, FICA, or equivalent types of taxes, in a timely manner, pursuant to federal, state, provincial and local tax laws for Consultant's employees. Consultant further agrees to indemnify, defend (including reasonable attorney fees) and hold harmless Town and its Board of Education, and their respective employees, elected and appointed officials and agents, from and against any claims by any taxing authority resulting from Consultant's failure to pay any tax imposed on income derived from Consultant's employees in performance of the Services.

4.7.2 Consultant represents that it has no prior agreements or arrangements which would constitute a conflict of interest with its duties for the Town as stated herein. Consultant warrants that it shall not enter into agreements or arrangements which may be considered to be a conflict of interest with its duties for Town without first disclosing the potential conflict to Town and to the extent a conflict of interest exists, receiving written permission from Town Representative to do so. Consultant further represents that it shall not accept a contract or request for any Services which may constitute a conflict of interest because of any prior agreements or arrangements between Consultant and any third party unless

the potential conflict is first fully disclosed to Town and to the third party and both Town and the third party provide written waivers of the conflict.

5. Price and Payment.

5.1 Price. Town shall pay for the Services, in accordance with the lump sum fee amounts set forth for each task identified in the Proposal, a sum not to exceed _____ Dollars (\$ _____), as set forth in more detail in the Proposal. In addition, a direct cost allowance of _____ dollars (\$ _____) is made a part hereof. It is expressly understood that the Consultant shall not be entitled to bill for or receive payment for services unless such services are actually rendered.

5.1.1 The prices, including hourly rates and unit prices, set forth in the Proposal shall not be changed except by mutual agreement, in writing, by Town and Consultant.

5.2 Terms of Payment. Monthly invoices will be issued by the Consultant for all Services performed during the preceding thirty (30) day period on a percentage of completion basis. The Town shall pay each invoice within thirty (30) days of the date that the invoice is approved by the Town.

5.2.1 Town may set off any amount due hereunder from Town to Consultant from any amounts due to any Town from Consultant under this Agreement or any other agreement between Consultant and Town.

5.2.2 Consultant agrees, upon reasonable request, to substantiate that Consultant's billing is in conformity with the terms of this Agreement and to furnish documents verifying each charge billed to the Town on a time and material basis or to the extent required by law. Consultant agrees that all correspondence, books, accounts and other documents and information relating to the Services and prices and expenses payable hereunder for work performed on a time and material and/or reimbursable basis shall be made available to Town, and/or its authorized representatives, for inspection during normal business hours at Consultant's office.

5.2.3 Payments to Consultant may be made by check, wire transfer, or by other means mutually agreed upon by the Parties from time to time.

6. Insurance and Indemnification.

6.1 Insurance. The Consultant agrees to provide the insurance coverages set forth in the RFP and to furnish to the Town, prior to the commencement of services hereunder, a Certificate of Insurance evidencing that the required coverages are in place.

6.2 Indemnity. In addition to any other indemnity obligations of Consultant set forth elsewhere in this Agreement, Consultant shall indemnify, defend (excluding professional liability claims) and hold harmless Town, and their boards, commissions, committees, elected and appointed officials, paid professional advisors, agents and employees, from and against any and all costs, expenses, losses, damages, judgments, penalties, fines and liabilities that may accrue or be sustained by any Town, their directors, officers, agents or employees, arising out of a third party claim, to the extent caused by the negligent acts or omissions, or willful misconduct of Consultant, in the performance of this Agreement and the Services, except to the extent arising out of the negligence or willful misconduct of Town.

6.2.1 The indemnification obligation of this Section 6.2 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant under any Worker's Compensation Acts, Disability Acts or other Employee Benefit Acts, or

the insurance proceeds thereof, except as described in Section 6.2.5.

6.2.2 The indemnification obligation of this Section 6.2 should be deemed modified as required to exclude that degree of indemnification required aforesaid which is expressly prohibited by applicable law, statute, or regulation, if any; but to the extent the aforesaid indemnification obligation is valid and enforceable, it shall remain in effect though modified.

6.2.3 In the event that any claim, loss, cost, expense, liability, damage or injury covered by the indemnification obligations hereunder arise or are made, asserted or threatened against Town, TOWN shall have the right to withhold from any payments due or to become due to Consultant an amount sufficient to indemnify Town from and against any and all such claim, loss, cost, expense, liability, damage or injury, including reasonable legal fees and disbursements, to the extent caused by Consultant's negligence; or TOWN, in its discretion, may require Consultant to furnish a surety bond, at Consultant's sole cost, satisfactory to TOWN guaranteeing such protection, which bond shall be furnished by Consultant within five (5) calendar days after written demand has been made therefor. Consultant may obtain release of any such withheld monies by furnishing TOWN with the aforesaid surety bond or providing some other written assurance which is satisfactory to TOWN, as determined by TOWN in its sole discretion, that Town's interests will be properly protected.

6.2.4 The indemnity obligations of Consultant hereunder shall survive the termination or expiration of this Agreement and of any applicable Accepted Order.

7. Confidentiality and Work Product.

7.1 Consultant recognizes that by reason of it performing the Services pursuant to this Agreement and the Accepted Order, Consultant will gain knowledge of and develop on behalf of Town information relating to and concerned with the past, present and future operations and plans of Town. Consultant covenants and agrees on behalf of itself and all employees and personnel under the control of Consultant to the following conditions:

7.1.1 "Town Confidential Information" means the terms of this Agreement, and documents of any character and the information contained therein, including but not limited to drawings, designs, plans, specifications, requisitions, instructions, data, manuals, electronic media, (such as computer disk, computer programs, data stored electronically), and the like: (i) provided or disclosed to Consultant by or on behalf of Town in connection with this Agreement; (ii) learned by Consultant in performing or by virtue of this Agreement; (iii) produced for or developed by or on behalf of Consultant or Town in connection with this Agreement; or, (iv) access to which is obtained by Consultant through use of a computer system utilized by Town, or a representative of Town, and any copies, printout or displays thereof, including any computer programs and data used by Town, or a representative of Town which are stored electronically and any and all security code numbers or procedures for gaining access to a computer system used by Town, or a representative of Town. Town Confidential Information disclosed in documentary or tangible form to the extent practical shall be marked to indicate its confidential nature. In the case of Town Confidential Information disclosed orally or visually, Town shall confirm in writing the fact and general nature of each disclosure within thirty (30) calendar days after it is made.

7.1.2 Town Confidential Information and any rights therein shall be and remain the property of the Town.

7.1.3 Consultant, for itself and on behalf of its officers, employees and agents, agrees: (i) to hold Town Confidential Information in strict confidence and not to disclose any part of it to others, exercising at least the same degree of care as Consultant takes in protecting its own trade secrets; (ii) not to disclose Town Confidential Information without TOWN's prior written consent to any entity or person

other than Consultant's employees who require disclosure to perform the services in connection with this Agreement; (iii) not to allow any persons or entities other than such employees access to Town Confidential Information, and then only upon execution by the employee of the confidentiality agreement

referenced in Section 7.1.7 below; and, (iv) not to make any use not authorized, in writing, in advance by TOWN of Town Confidential Information. Consultant shall not be prevented, however, from using or disclosing information: (i) which is or becomes published or otherwise publicly available through no breach of this Agreement; (ii) which is already known to Consultant at the time of disclosure by Town as evidenced in writing; or, (iii) which Consultant later lawfully learns from some source other than directly or indirectly from Town. The burden of proving that information or data is not Town Confidential Information shall be with the Consultant.

7.1.4 Consultant shall not attempt to gain unauthorized access to any Town Confidential Information and in the event access is obtained, Consultant shall immediately report that fact to TOWN and to the extent possible explain the details of the procedure used to gain such access.

7.1.5 The obligations of this Section 7.1 shall continue with respect to any Town Confidential Information for a period of one hundred and twenty (120) calendar months from the date of termination of this Agreement.

7.1.6 Within thirty (30) days after termination of this Agreement or upon written request by TOWN, whichever is earliest, Consultant shall return to TOWN all Town Confidential Information (including that generated by or on behalf of Consultant which is in the possession of Consultant or its employees or Subcontractors and is in tangible form) and all copies thereof, or with TOWN's prior written approval Consultant shall destroy the same and certify in writing, such destruction to TOWN.

7.1.7 Consultant shall require the same covenants and agreements from third parties to whom Town Confidential Information is disclosed upon approval of TOWN. Consultant shall inform its employees assigned to performance of this Agreement of Consultant's obligations contained in this Section 7.1 and shall require such employees to sign agreements of confidentiality containing nondisclosure/nonuse obligations as those set forth in this Section 7.1 prior to giving them access to Town Confidential Information. Consultant shall review on an annual basis with such employees the obligations of confidentiality that each employee has to the Town.

7.2 Work Product. Work Product shall be the sole and exclusive property of T o w n and may be used by Town for any purpose whatsoever without Consultant's or its employee's consent and without obligation of any further compensation to Consultant or its employee and shall be delivered by Consultant or the employee to Town upon request by Town. Consultant shall not use any portion of the Work Product in any projects for any third party. Town shall indemnify, hold harmless and defend Consultant against and all claims, liabilities, losses and costs arising from Town's use of Consultant's work product on work for which Consultant is not retained.

8. Force Majeure.

8.1 The performance by either Party of any covenant or obligation on its part to be performed under this Agreement shall be excused by floods, riots, fires, accidents, wars, embargoes, acts, injunctions, or restraints of government, or any other cause preventing such performance, beyond the affected Party's reasonable control and which is not due to the affected Party's fault or negligence ("Force Majeure Event"), provided that: (i) the Party whose performance is affected by the Force Majeure Event promptly notifies the other Party and uses reasonable efforts to mitigate adverse effects upon the other Party; and, (ii) the Party's obligation to perform shall be suspended only for the duration of the Force Majeure Event and a reasonable recovery time thereafter. In the event the Force Majeure Event continues for ten (10) consecutive calendar days, Town, at its option, may terminate this Agreement upon notice to

Consultant.

9. Termination.

9.1 If Consultant institutes or has instituted against it proceedings in bankruptcy, dissolves or liquidates its business, assigns or attempts to assign its business assets for the benefit of creditors, or if a receiver shall be appointed on account of its creditors, or if a receiver shall be appointed on account of its insolvency, or if its financial condition is such that the Town, in its reasonable opinion, has concern about its ability to fully meet its obligations under this Agreement, the Town may immediately terminate this Agreement upon written notice. Further, if either Party shall default in the performance of any undertaking or obligation to be performed by it under this and if within ten (10) calendar days after written notice thereof from the other Party (specifying in such notice the thing or matter in default) it fails to cure such default, the Party serving such notice, may without prejudice to any other right or remedy, terminate this Agreement; a failure to perform by Consultant due to a strike, lockout, labor stoppage or labor troubles of any type or nature shall not excuse Consultant from performance of this Agreement, and any failure to perform as a result thereof shall be deemed a default hereunder by Consultant. Notwithstanding the foregoing, in the event Consultant in any manner fails to perform its obligations under this Agreement in a timely manner and as required by this Agreement for any reason whatsoever, including without limitation due to a strike, lockout, labor stoppage or other labor trouble, the Town immediately may suspend the Agreement, without any obligation or compensation to Consultant.

In addition, the Town may, upon five (5) days advance written notice, terminate this Agreement for the Town's convenience. In the event that the Town terminates this Agreement for its convenience, the Town's sole liability to Consultant shall be to pay for services rendered as of the date of termination. In no event shall Consultant be entitled to or claim any indirect or consequential damages.

10. Notices.

10.1 All documents, notices and communications to be given hereunder or in connection herewith shall be in writing, signed (signing may be by an electronic signature) by the Party giving or making the notice or communication and shall be deemed given when: (i) (x) delivered in person or by messenger or (y) sent by facsimile or electronic mail on the date of receipt of a facsimile or electronic mail, provided that the sender can and does provide evidence of successful transmission and that such day is a business day (and if it is not, then on the next succeeding business day) or (z) three (3) business days after being deposited in the United States mail in a sealed envelope with sufficient postage affixed, registered or certified, return receipt requested, and (ii) addressed as set forth below, or to such other addresses or designee(s) as may be hereafter designated by a Party after providing written notice thereof to the other Party:

To Town: _____

Hamden, CT 06518

With a copy to: Town Attorney
Town of Hamden
2750 Dixwell Avenue
Hamden, CT 06518

To Consultant: _____

11. Miscellaneous.

11.1 Independent Contractor. Consultant's relationship with the Town under this Agreement is that of an independent contractor. Nothing in this Agreement shall be construed as being inconsistent with that status. Consultant shall be solely responsible for its employees, subcontractors, and agents and for their benefits, contributions, and taxes, as applicable and shall indemnify and hold Town harmless from any and all liability arising therefrom.

11.2 Subcontracts. Consultant may not subcontract any portion of the Services without prior written approval of the Town, both in respect of that portion of the Services to be subcontracted and the proposed Subcontractor therefor. Any such approval shall not relieve Consultant of any of its duties, obligations, warranties, liabilities, or responsibilities under this Agreement. Consultant shall assure the performance of all Subcontractors and furnish such information relative to Subcontractors as the Town may at any time reasonably request, including but not limited to furnishing the Town with a copy of the subcontract. Nothing contained in this Agreement shall create any contractual relationship between the Town and any Subcontractor of Consultant, but Consultant shall be fully responsible to the Town for all acts and omissions of its Subcontractors, their agents, and employees, as Consultant is for the acts and omissions of all persons directly employed by Consultant. Consultant shall require its Subcontractors to be bound by the terms and conditions of this Agreement. All portions of the Services performed for Consultant by a Subcontractor shall be pursuant to an appropriate agreement between Consultant and such Subcontractor (and where appropriate between subcontractors and sub-subcontractors).

11.3 Assignment. This Agreement shall not be assigned by either Party, in whole or in part, without the prior written consent of the other (which consent shall not be unreasonably or untimely withheld), and any attempted assignment without such consent, whether by operation of law or otherwise, shall be void. If the non-assigning Party fails to respond within twenty (20) business days to a written request by the assigning Party for written consent to the assignment, the non-assigning Party will be deemed to have consented to the assignment. Subject to the foregoing, this Agreement and all Accepted Orders shall bind and inure to the benefit of the successors and assigns of the respective Parties hereto, including without limitation, any purchaser of Consultant's or Town's respective businesses or facilities as to which this Agreement and/or the Accepted Order relates.

11.4 Waiver. The failure of either Party to enforce at any time any of the provisions of this Agreement or of an Accepted Order shall in no way constitute or be construed as a waiver of that or any other provision of this Agreement or of the Accepted Order, nor in any way to affect the validity of this Agreement or of the Accepted Order or any provision thereof or the right of such Party to enforce thereafter each and every provision of this Agreement or of the Accepted Order. No waiver of any provision or breach of this Agreement or of the Accepted Order shall be deemed to be a waiver of any other provision or breach. The remedies herein reserved by the Parties shall be cumulative and additional to any other or further remedies provided in law or equity which the Parties may possess.

11.5 Remedies. Any right or remedy of either Party set forth in this Agreement shall not be exclusive, and, in addition thereto, both Parties shall have all rights and remedies under applicable law, including without limitation, equitable relief.

11.6 Governing Law. This Agreement and the relationship and rights of the Parties hereunder are made under and shall be governed by the local laws of the State of Connecticut (without giving effect to the conflict of law principles thereof).

11.7 Reformation. In the event any provision of this Agreement or of an Accepted Order is determined to be invalid, illegal or otherwise unenforceable for any reason, that provision shall be reformed to the maximum extent permitted to preserve the Parties' original intent, failing which it shall be severed from this Agreement, with the balance of this Agreement continuing in full force and effect.

11.8 Entire Agreement. This Agreement and any Accepted Order, including all documents referenced herein and therein, contain the entire agreement of the Parties with regard to the subject matter hereof and thereof and supersedes any prior communications, commitments, representations or warranty, or contracts between the Parties relating to the subject matter hereof and thereof. No modifications of this Agreement shall be of any force or effect unless reduced to a writing which specifically references this Agreement, states an express intent to modify or amend this Agreement, and is signed by the Parties claimed to be bound thereby.

11.9 Provisions Required for Federally Funded Contract. As stated in the RFP and above herein, the Project is being funded in whole or in part with funds obtained from the Federal Government.

Consultant hereby agrees and accepts the applicable provisions below of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200 and FAR and DFARS Flow Down Clauses.

- A. Equal Employment Opportunity** – Consultant shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Consultant agrees to abide by the provisions of the following related to equal employment opportunity, to the extent applicable, which are incorporated herein by reference: 41 C.F.R. §§ 60-1.4, 60-300.5(a), 60-741.5(a), 61-300.10, Executive Orders 11246 and 13465, and Appendix A to Subpart A of Executive Order 13496. As applicable, Consultant shall abide by the requirements of 41 CFR § 60-741.5. This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. Consultant shall abide by the requirements of 41 CFR § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
- B. Rights to Inventions Made Under a Contract or Agreement** – If the contract or purchase order includes the performance of experimental, developmental, or research work, Consultant shall provide for the rights of the Federal Government and NSU in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and comply with the requirements of 37 CFR part 401 and any implementing regulations issued by the awarding agency.
- C. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** – If the contract or purchase order amount exceeds \$150,000, Consultant shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- D. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** – If the contract or purchase order amount exceeds \$100,000, Consultant (and, if required, any subcontractors) shall file the certifications required by this law and related regulations, certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Consultant (and, if required, any subcontractors) shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- E. Debarment and Suspension (E.O.s 12549 and 12689)** – Consultant represents and warrants that neither it (nor any other person or entity affiliated with Consultant and for whom the standing under these laws is imputed to Consultant) is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. If the contract or purchase order amount exceeds the small purchase threshold (currently, \$100,000), Consultant shall provide NSU with the required certification regarding its exclusion status and that of its principal employees.
- F. Records Access (Contracts in excess of \$100,000)** – NSU, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Consultant which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

- G. Energy Policy and Conservation Act (42 U.S.C. 6201)** – Consultant will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the state energy conservation plan adopted pursuant thereto.
- H. Procurement of Recovered Materials** – Consultant will comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
- I. Waste Disposal Act** – Consultant shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- J. Domestic preferences for procurements** – As appropriate and to the extent consistent with law, Consultant should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- K. Prohibition on certain telecommunications and video surveillance services or equipment**
– Consultant certifies, represents, and warrants that it and its employees, agents, and contractors performing any services under this Agreement comply with Section 200.216 of Subpart C of Part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Prohibition on certain telecommunications and video surveillance services or equipment, which prohibits obligating or expending federal funds to (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, Section 889) as a substantial or essential component of any system, or as critical technology as part of any system.
- L. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145) (Applies to contracts or purchase orders in excess of \$2000 for construction or repair)** – Consultant shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Consultant is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which that person is otherwise entitled.
- M. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) (Applies to contracts or purchase**

orders in excess of \$2000 and involves the employment of mechanics or laborers) – If required by the Federal program legislation, Consultant shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3148) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, Consultant is required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Consultant is required to pay wages not less than once a week.

- N. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (Applies to contracts or purchase orders in excess of \$100,000 and involves the employment of mechanics or laborers)** – Consultant shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under 40 U.S.C. 3702, Consultant shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

– **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms 92CFR 200.321)** – Consultant shall, in accordance with 2 CFR 200.321 - contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, take affirmative steps to include minority business, women's business enterprises, and labor surplus area firm by:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The parties have executed this Agreement as of the Effective Date.

TOWN OF HAMDEN ("TOWN")

("Consultant")

By: _____
Name (Print): _____
Title: _____
Date: _____

By: _____
Name (Print): _____
Title: _____
Date: _____

**CHRIS G. HARRIMAN, LEP****Program Manager | Senior Associate****EDUCATION**

M.S., Environmental Science, The University of New Haven

B.S., Geology/Geophysics, The University of Connecticut

PROFESSIONAL REGISTRATION

1998/CT: Licensed Environmental Professional (Lic. No. 287)

Soil Scientist, Society of Soil Scientists of Southern New England

PROFESSIONAL SOCIETIES

Environmental Professionals Organization of Connecticut

Society of Soil Scientists of Southern New England

In his roles as Environmental Geologist, Licensed Environmental Professional (LEP) and Soil Scientist, Chris's diversified experience includes environmental site assessments and permitting, site suitability studies, wetland delineations and permitting, remedial investigations and construction oversight, and subsurface explorations for various environmental and geotechnical evaluations throughout the United States and abroad. During his 37+ year tenure at Haley & Aldrich, Chris's responsibilities have developed from field monitoring investigation programs and characterizing natural resources to his present responsibilities which include business development, project management on environmental investigation/remediation and geotechnical projects, staff manager for senior through junior level employees, and client networking. Chris consults on projects that involve complex interpretation of subsurface geologic, environmental and regulatory conditions.

Chris's experience on environmental hydrogeologic projects includes investigations for oil and hazardous materials, design and remediation of contaminated soil/groundwater and hazardous waste, and interaction/negotiations with various regulatory agencies. His experience on natural resource projects includes identifying, delineating, and classifying inland or tidal wetlands and watercourses; assessing potential for erosion and sedimentation; determining significant environmental impacts; regulatory permitting; project representation at regulatory hearings; and expert testimony.

RELEVANT PROJECT EXPERIENCE

Newhall Neighborhood Study, Hamden, Connecticut. Program manager for environmental and geotechnical engineering services provided to the Town of Hamden with regards to investigating and remediating past landfill activities. The Newhall neighborhood historically contained large areas of wetlands that were filled by a mixture of industrial and municipal waste materials and several hundred residential structures were then constructed on these materials. Our initial role was to determine where past landfilling activities occurred, what are the physical and chemical characteristics of the fill material, what are the engineering requirements to stabilize existing structures, and develop remedial options to protect human health and the environment. Worked with project team to negotiate Consent Order with CTDEEP. Prepared Remedial Action Plan to cap the former landfill which was approved by CTDEEP. Prepared design drawings and specifications, oversaw contractor procurement and managed remedial construction as owner's representative. Presently working with town on final stages of regulatory compliance.

499 Newhall Street, Hamden, CT. Program Manager for a new "Zero Energy" house constructed at 499 Newhall Street. Unsuitable soils and full basement construction at the site resulted in a need to remove waste fill from below the house footprint. We worked with the construction team to reuse waste fill to the extent possible while still meeting geotechnical foundation requirements. Due to hazardous-waste levels of lead in the excess fill, Haley & Aldrich organized treatment of the fill (on a nearby Town property) that reduced lead concentrations to below hazardous waste criteria. The fill was then able to be reused on the public property. Our efforts significantly minimized costly off-site disposal of the waste fill at the end of the project.

Highwood Estates, Hamden, CT. Program Manager and LEP for a residential development project in Hamden, CT. Using Haley & Aldrich's extensive available subsurface information in the Newhall area and working closely with the Haley & Aldrich geotechnical engineer, we developed a unique geotechnical approach for foundation design at seven properties in the Newhall area which reduced project costs and the amount of waste fill requiring management. The streamlined report allowed the project team to visualize the overall goal (to keep waste fill removal minimized) while also focusing on the specific needs for each property.

492-494 Shelton Avenue, Hamden, CT. Provided geotechnical investigation services in support of a foundation repairs to the residential structure located on the property. The western roughly one third of the structure was settling due to thick deposits of unconsolidated fill. The small size of the site and limited access resulted in the use of two types of drill rigs to secure the required design data.

Confidential Institution, New Construction, New Haven, Connecticut. Program manager responsible for assisting client from feasibility through construction on this major \$550M project. Work included organizing and supervising the field exploration program for fast-track environmental and geotechnical investigation and evaluation. Coordinated with project team on environmental materials management issues as different phases of the project were initiated. Work included preparing bid specifications, acquiring environmental permits and construction monitoring, and coordination of demolition debris, soil and groundwater disposal/reuse. Project included coordination with client and regulatory agencies for use of off-site locations for temporary soil stockpile and incorporating off-site improvements into the project's beneficial soil reuse plan.

Windham High School Soil Management, Windham, CT. LEP hired by the Town of Windham to provide a third-party review of soil management activities related to an on-going athletic field rehabilitation project. Mr. Harriman organized and evaluated the existing data, met with the Town to discuss his findings and develop a path forward. We developed and implemented a supplemental soil and groundwater testing program performed in an effort to justify reuse of excavated soil on-site. Our work resulted in a LEP report that supported the reuse of soil on-site which significantly reduced project costs for off-site soil disposal and associated soil import costs.

Mid-Harbor Planning Study, Norwalk, Connecticut. Project manager for environmental evaluation of Norwalk's mid-harbor region, as part of a planning study of the area. The region includes five areas: sewage treatment facility, Liberty Square Park, Veterans Park, Water Street Harbor, and Maritime Aquarium. The scope included review of federal and state environmental data, review of historical use data from Sanborn maps and City directories, data interpretation, and conclusions regarding the potential presence and impact of recognized environmental conditions.

Coastal Brownfield Site, Stonington Borough, Connecticut. Project manager responsible for assessing environmental conditions at a former industrial facility located on Stonington Harbor. Project responsibilities include identifying regulatory requirements for proposed site development; identifying remedial requirements; coordinating with State and local regulatory agencies; assessing potential wetland impacts; and preparing and overseeing implementation of asbestos/lead abatement, demolition and construction specifications. Working closely with the owner, consulting team, and Connecticut Department of Environmental Protection (CTDEEP).



DEBORAH L. MOTYCKA DOWNIE, L.E.P.

Senior Technical Specialist

EDUCATION

M.S., Geology/Specialization in Hydrology, State University of New York, Oneonta

B.S., Geology/Biology, Bucknell University

PROFESSIONAL REGISTRATIONS

Connecticut: Licensed Environmental Professional (LEP)

PROFESSIONAL SOCIETIES

Environmental Professionals Organization of Connecticut

Restoration Advisory Board for Remediation Activities-Subbase Superfund Site – Community Co-Chair, 1994-2012

Society of Women Environmental Professionals

Town of Stonington Inland Wetlands Committee – Vice Chairman, 2009; Chairman, 2010-2011

Town of Stonington Storm Water Task Force

CTDEEP Working Group for Release-Based Regulations, Member and Subcommittee Co-Chair, 2021-present

Selectwoman, Town of Stonington, 2019 to present

With over 35 years of experience, Deborah conducts Connecticut Transfer Act investigations and other environmental assessments to determine likelihood, source, and extent of subsurface soil and groundwater contamination. Her experience includes performing complex hydrogeological site assessments, including evaluating groundwater flow paths, delineating contaminant plumes, and identifying sources and receptors of contamination; preparing and reviewing site remediation plans, designing, and supervising innovative remedial activities and verifying site compliance with the Transfer Act. Deborah has performed over 400 environmental site assessments and third-party reviews of other consultant's reports, and has managed large, multi-site assessment programs for clients nationwide. She has substantial experience in investigations and remediation of multi-property/mixed-use site assessments in urban areas, investigating and remediating Brownfields and evaluating the environmental suitability of sites for schools or other sensitive uses. She also has experience assisting with and giving expert testimony and community relations. As Selectwoman for the Town of Stonington, she has written and managed successful grant applications for Brownfield Assessment and Remediation projects.

RELEVANT PROJECT EXPERIENCE

Newhall Neighborhood (Rochford Field and Villano Park), Hamden, The Newhall neighborhood of Hamden historically contained large areas of wetlands that were filled by a mixture of industrial and municipal waste materials with several hundred residential structures then constructed on the fill. Deborah coordinated research efforts and other tasks associated with determination of historical practices and extent of filling and investigating of impacts to existing structures and the environment from past landfilling. She integrated historical data, developed work scopes for Phase II/III investigations, and remedial actions. Deborah also worked with the team to provide a deposition and technical support for expert testimony. Deborah has continued to negotiate with CTDEEP to complete closure of the site Engineered Controls, EURs, and compliance monitoring.

Hydrogeologic Investigation, Remediation and Long-Term Monitoring, UConn Landfill, Storrs, Connecticut. As Project Hydrogeologist and later LEP for the project, Deborah coordinated and investigated the historical use of the landfill and the surrounding area to develop an understanding of potential source areas. She performed research, conducted interviews, tabulated historical information and test data, and communicated extensively with CTDEEP, local regulatory agencies, private citizens, and University personnel. To date, site remediation has included construction of caps (Engineered Controls) at the landfills and CTDEEP accepted a Technical Impracticability (TI) request. Deborah is currently negotiating with CTDEEP and the Town of Mansfield to complete the site closure and revise and reduce long-term monitoring requirements.

Phase I, II, III Investigations, Remedial Investigations, Design and Implementation, Former Royal Precision Facility, Torrington, Connecticut. Project manager and LEP responsible for assessing environmental conditions at a former industrial facility in a mixed industrial/residential area. Project work included Phase I, II and III site assessment and investigation; preparing a Remedial Action Plan; overseeing various remedial activities and long-term groundwater monitoring; preparing technical documentation for Environmental Land Use Restrictions; successfully reclassifying site groundwater from GA to GB; closure of various underground storage tanks (USTs); RCRA closure investigations; identifying remedial requirements for soil and groundwater and calculating alternative criteria; evaluating potential impacts to environmental receptors; evaluating remedial requirements and options for addressing impacts to the site from an off-site source; and coordinating with State and local regulatory agencies. Contaminants of concern at the site include metals, volatile organic compounds, petroleum products, and polychlorinated biphenyls (PCBs); remedial actions addressed impacts to shallow soils and groundwater. Ongoing work includes closure of historical landfill and discussions with City of Torrington regarding future use of landfill site for possible recreational fields or greenway.

Transfer Act and Corrective Action Investigations and Remediation, The Miller Company, Meriden, Connecticut. As project manager and LEP, Deborah was responsible for coordinating and conducting the investigation and remediation of a 19.5-acre historical manufacturing site contaminated with metals and hydrocarbons and characterized by up to 26 ft of historical urban fill. In addition to CTDEEP property transfer cleanup goals, Haley & Aldrich's site investigations and remedial actions had to comply with RCRA Corrective Action requirements. Work included a Screening Level Ecological Risk Assessment (SLERA) and completion of Environmental Indicator Milestones, various remedial actions included focused soil excavation, use of Environmental Land Use Restriction (ELUR) and a vapor intrusion assessment associated with a volatile organic contaminant plume from an off-site source. Work included calculations of alternative cleanup criteria and use of statistical analysis to demonstrate compliance for historical fill. Site work also included coordination and monitoring the decommissioning, demolition, and closure of a former baghouse system, casting rooms and less than 90-day RCRA waste storage unit including addressing asbestos-containing firebricks. CTDEEP accepted Interim Verification in 2022.

Former Pitney Bowes Facility, Stamford, Connecticut. As project manager and LEP, Deborah was responsible for coordinating and conducting the investigation and remediation of an 11-acre manufacturing site contaminated with metals, hydrocarbons, solvents, and PCBs and including extensive areas of PCB-impacted historical fill. Haley & Aldrich's site investigations and remedial actions had to comply with both Toxic Substance Control Act (TSCA) requirements and CTDEEP property transfer cleanup goals. As such, Deborah coordinated and communicated with state and federal regulators and local agencies regularly. Deborah performed wetland and ecological risk assessments and obtained permits for wetlands work and site dewatering. She prepared the Self-Implementing Clean-up and Disposal Plan (SIP) that included investigations and procedures for handling PCB-impacted environmental media and building materials. Additionally, Deborah oversaw the remediation of PCB (polychlorinated biphenyl) and non-PCB site areas, including data interpretation, and reporting and managing field personnel, and she worked with various parties to address environmental deed restrictions for future site use. The site was verified and closed in 2019.

Phase I, II, III Investigations, Remedial Investigations, Design and Implementation, Elm Haven Hope VI Urban Revitalization Demonstration Project, New Haven, Connecticut. Project manager responsible for developing and implementing Phase I, II and III investigations; evaluating remedial options; and coordinating site remediation. Petroleum hydrocarbons and polynuclear aromatic hydrocarbons (PAHs) had impacted soil at this former mixed-use site and localized areas of contaminated urban fill materials were also present. Chlorinated solvents from an upgradient, off-site source, had impacted groundwater. The site was investigated and remediated on a fast-track schedule and developed for single and multi-family residential use. The project involved removal and closure of USTs; asbestos and lead pre-demolition assessments of commercial, residential, and institutional buildings; numerous construction-related environmental issues and regulatory agency interactions.

JENNIFER N. BUCHANON, P.E.

Project Manager

EDUCATION

M.S., Civil Engineering, Columbia University, 2009

B.S., Civil and Environmental Engineering, University of Massachusetts – Amherst, 2005

PROFESSIONAL REGISTRATIONS

2013/ NY: Professional Engineer (Reg. No. 093064)

2009/ CT: Professional Engineer (Reg. No. 0027157)

PROFESSIONAL SOCIETIES

American Society of Civil Engineers
Professional Women in Construction –
Board of Directors Member, 2008 to 2016

Connecticut Society of Civil Engineers –
Younger Member Committee Chair,
2012 to 2015 and CSCE Newsletter
Editor, 2011 to 2015
Legislative Affairs Committee
Member, 2017 to 2019

SPECIAL STUDIES AND COURSES

40-Hour OSHA Health & Safety (29 CFR 1910.120)

8-Hour Annual OSHA Refresher, current
OSHA 10-hour Construction Site Safety
Training, June 2008

OSHA Competent Person, November 2009

Confined Space Training, 2011

ASDSO Inspection & Assessment of
Dams, October 2016

Ms. Buchanon is a Geotechnical Engineer with over 16 years of experience in geotechnical design, environmental site characterizations, and construction observation for a variety of projects. Project experience includes subsurface explorations, foundation and retaining wall design, slope stability analysis, liquefaction potential analysis, specification preparation, environmental soil characterization, environmental site assessments, laboratory soil and rock testing and interpretation, construction-related soil management, and construction observation for small to large commercial, residential, and educational buildings, local to federal roadways, electrical distribution facilities, overhead power lines, water treatment plants, and parking garages.

Ms. Buchanon's responsibilities include coordination and management of daily project activities, proposal and project scope development, field exploration and testing program planning and execution, geotechnical engineering analyses, environmental data review and analyses, preparation of engineering reports, and review of reports from field personnel.

RELEVANT PROJECT EXPERIENCE

Rochester Field and Mill Rock (Villano) Park, Hamden, CT. Ms. Buchanon was the engineer and on-site construction project manager for the remediation and restoration of two parks in the Newhall area of Hamden, CT. She developed design drawings for construction bidding, participated in reviewing and selecting the construction contractor, and provided full-time on-site construction management services during remediation and construction of the new parks. Her on-site services included construction inspections, submittal reviews, hosting weekly project team coordination meetings, and documentation of work per the remediation specifications.

Highwood Estates, Hamden, CT. Ms. Buchanon is the project engineer for a residential development project in Hamden, CT. Using Haley & Aldrich's extensive available subsurface information in the Newhall area and working closely with the Haley & Aldrich project LEP, Ms. Buchanon developed a unique geotechnical approach for foundation design at seven properties in the Newhall area. The streamlined report allowed the project team to visualize the overall goal (to keep waste fill removal minimized) while also focusing on the specific needs for each property.

499 Newhall Street, Hamden, CT. Ms. Buchanon was the project engineer for a new "Zero Energy" house constructed at 499 Newhall Street. Unsuitable soils at the site resulted in a need to remove waste fill from below the house footprint. Ms. Buchanon worked with the construction team to reuse waste fill to the extent possible while still meeting geotechnical foundation requirements. This minimized costly off-site disposal of the waste fill at the end of the project.

United Illuminating, Substation Flood Barrier Walls, New Haven and Bridgeport, CT. Ms. Buchanon is project manager for three substation sites that will have new flood barrier walls constructed around the perimeter. The wall types vary at each site due to the subsurface conditions and the surrounding property owners. She has worked directly with UI to coordinate field investigation and testing programs that are tailored to the anticipated subsurface conditions at each site. The projects are currently undergoing design and Ms. Buchanon has remained involved as a consultant for the structural engineer as the designs progress.

Three Rivers Community College, Norwich, Connecticut - Haley & Aldrich provided geotechnical investigation and design services for an Auditorium & Art Classroom building addition at Three Rivers Community College (TRCC). Ms. Buchanan coordinated and managed the project and performed engineering analyses for design of shallow foundations. Recently, TRCC hired Haley & Aldrich to perform a soil precharacterization study at the site to assess options for re-use on site or disposition of excavated materials. Ms. Buchanan planned the environmental testing program, performed analyses, and provided recommendations for reuse of excavated materials as well as a hierarchy for re-use on-site due to the environmental quality of materials encountered.

Norwalk Hospital New Parking Deck and Ambulatory Pavilion, Hartford, CT. Ms. Buchanan served as the Project Engineer providing geotechnical design services for a proposed parking deck (completed in 2011) and \$61M ambulatory pavilion (construction in progress) constructed as part of the overall \$80M Norwalk Hospital Expansion Project. The pavilion will provide 77,700 gross square feet of new surgical and emergency space. The project also includes significant improvements on this steeply sloping and congested site consisting of new roadways, parking areas, helicopter pad, utilities, and retaining walls. Foundations will include spread footings bearing on soil and bedrock, and high-capacity drilled mini-piles. Significant temporary excavation support systems and rock excavation by mechanical means were required on this vibration sensitive site.

United Illuminating, Various Substation and Overhead Transmission Line Upgrade Projects, New Haven and Fairfield Counties, CT. Ms. Buchanan has been project engineer and project manager for several substation and overhead transmission line upgrade projects in New Haven and Fairfield Counties. The projects included new and expanded substations at Baird, Ansonia, Trap Falls, and Quinnipiac and a new overhead transmission line between Baird and Congress substations along the Metro-North Corridor. Ms. Buchanan coordinated daily project activities, managed field personnel, coordinated environmental laboratory testing programs for soil management, maintained communication with the client, and coordinated and prepared the integrated geotechnical and environmental engineering reports.

**JEREMY A. HAUGH, P.E.**

Senior Associate | Geotechnical Engineer

EDUCATION

M.S., Civil Engineering,
Northeastern University, 2003
B.S., Civil Engineering, University of
Vermont, 1999

PROFESSIONAL SOCIETIES

American Society of Civil Engineers
Chi Epsilon Civil Engineering Honor
Society
Order of the Engineer

PROFESSIONAL REGISTRATION

2005/ MA: Professional Engineer (P.E.) (Reg. No.
46270)
2007/ CT: P.E. (Reg. No. 26213)
2008/ NY: P.E. (Reg. No. 85585)
2020/ DC: P.E. (Reg. No. 922740)
2024/ VA: P.E. (Reg. No. 0402068588)

SPECIAL STUDIES AND COURSES

40-Hour OSHA Hazardous Waste Operations Training
and 8-Hour Annual Refresher
10-Hour OSHA Construction Safety Training
8-Hour OSHA Confined Space Entry Training

Mr. Haugh is a Senior Associate and Geotechnical Engineer with 24 years (17 years with Haley & Aldrich) of experience on a wide variety of geotechnical projects assisting clients quantify and manage risks associated with site and underground aspects of construction. His practice types include geotechnical characterization, structure condition assessments, foundation engineering, geotechnical instrumentation, forensic investigations, third-party quality assurance and construction inspection.

SELECT PROJECT EXPERIENCE

Woodgate Condominium Settlement, Middletown, CT. Technical Expert and Project Manager providing forensic consultation and design services to the homeowners for ground floor slabs of 12-unit and 16-unit buildings which settled two inches. Evaluated the site and subsurface conditions and developed the scope of investigation. Determined the cause of settlement to be unsuitable fill. Recommended options to prevent future settlement and methods to repair foundation damage. Services performed from 2022 through 2024.

Smith Tower Retaining Wall, Hartford, CT. Project Manager and Engineer providing forensic consultation and monitoring services to the Hartford Housing Authority for a 16-ft tall reinforced concrete retaining wall that was found to be leaning and cracked. Determined the scope of investigation, evaluated the conditions, and recommended long term monitoring. Reviewed monitoring data and concluded no repair was necessary. Trained building maintenance to self-perform future monitoring. Services performed from 2023 through 2024.

Windham Senior / Community Center, Town of Windham, CT. Project Manager and Engineer for the building condition assessment and vibration monitoring of a historical church adjacent to the project. Services for the Town included pre-construction and post-construction condition surveys and continuous vibration monitoring of the three level church. Prepared reports on seismograph data recorded during compaction for a parking lot, and on pre-construction and post-construction conditions. Services performed in 2022.

NW Science Quad Infrastructure, University of Connecticut, Storrs, Connecticut

Project manager providing geotechnical design and construction services for a 571-ft extension of the North Quad Utility Tunnel. The project features a cast-in-place, 11-ft wide by 14-ft tall tunnel extension requiring cut and cover excavation up to 30 ft below ground surface within a few feet of a pile-supported building. Instrumentation services included specifying an instrumentation program to monitor movements and vibrations of buildings, utilities, site retaining walls, and support of excavation walls; reviewing pre-construction condition surveys; and performing

background vibration studies in academic laboratories. During construction the corner of the adjacent building settled one and one-half inches and became visibly distressed following installation of drilled piles for the temporary support of excavation system. Developed and executed forensic investigations to determine the cause of the movement, developed recommendations for corrective actions to prevent additional movement and distress, and administered and monitored remedial construction. Following the forensic investigation, underpinning of one improperly constructed caisson and grouting below two caissons was performed. Additional movement monitoring implemented included optical surveying, crack gauges, and continuous liquid-level settlement monitoring of foundations. Services performed from 2016 through 2018.

Confidential University Art Gallery Sinkholes, Southern New England. Project Manager and Engineer providing forensic consultation and design services to address ground settlement and sinkholes which occurred in an outdoor art sculpture garden. Evaluated the site and subsurface conditions identified in geophysical surveys. Recommended excavation and installation of geotextile to prevent excessive future settlement. Designed the work and approved the completion of construction. Services performed in 2022.

New River Street Pump Station and Gravity and Force Main Sewers, Bridgeport, CT. Project Manager and Engineer providing geotechnical construction phase services for the replacement of two existing Bridgeport Water Pollution Control Authority pump stations with one new, 30-ft deep pump station, 1,600-lin-ft of new, 20-ft deep gravity sewers, and 550-lin-ft of new force main sewer. About 880 ft of gravity sewer was constructed using microtunneling and guided auger bore trenchless methods that required four, deep working shafts. Reviewed installation of instrumentation including crack gauges, optical surveying prisms, and observation wells. Determined compliance with specified limiting values for building movements, support of excavation movements, and groundwater drawdown. Assessed reports of settlement from neighboring properties, interpreted data, and made recommendations to the client. Services performed from 2012 through 2014.

95 Express Lanes Fredericksburg Extension, Stafford, Virginia. Project manager for the bridge and building condition assessments and vibration monitoring for the extension of the 95 Express Lanes to Fredericksburg. The P3 project extends I-95 Express Lanes approximately 10 miles south of Route 610 in Stafford County to the vicinity of Route 17. Services for the design-build team included pre-construction and post-construction condition surveys and continuous vibration monitoring of three highway bridges, four houses, and three commercial buildings. Prepared reports on automated seismograph data recorded during pile driving for new bridge foundations, and on pre-construction and post-construction conditions of bridges, buildings and utilities in close proximity to pile driving. Services performed from 2020 through 2024.

360 State Street, New Haven, CT. Project Manager and Engineer geotechnical design and construction services for this 32-story building development with one basement level and surrounding 5-story low rise parking deck. Geotechnical design services and foundation work, earthwork, and support of excavation work involved mat, drilled micropiles, and pressure injected footing foundation systems; reuse of existing tunnel foundations; jet grout underpinning of adjacent tunnel; jet grout seepage mitigation walls; temporary soldier pile and lagging and shielding excavation support systems; and temporary construction dewatering systems. Developed a geotechnical instrumentation and monitoring program including specifying limiting values for building, tunnel, support of excavation wall, utility, and ground movements; maximum vibrations of buildings; maximum groundwater drawdown and seepage rates; and pre- and post-construction condition surveys of buildings and utilities. Instrumentation included optical surveying, observation wells, seismographs, crack gauges, and visual condition monitoring. Reviewed instrumentation contractor means and methods submittals. Reviewed data, determined compliance with specified limiting values and made recommendations to the client. Services performed from 2007 through 2009.

Paul A. Cianci, P.E.

Vice President/Principal

Education:

Villanova University, College of Engineering, Villanova, PA
Bachelor of Science in Civil Engineering, 2008
Master of Science in Civil Engineering, 2009

Professional Registrations:

Registered Professional Engineer:
State of Connecticut, No. 29371, August 20, 2013

Current & Past Professional Affiliations:

American Society of Civil Engineers (ASCE)
American Institute of Steel Construction (AISC)
American Concrete Institute (ACI)
Structural Engineers Coalition (SEC)

Professional Experience:

- 2015 – Present; Vice President, **Cianci Engineering, LLC**, West Hartford, CT
Mr. Cianci provides the overall leadership for several projects. He commits the resources of the firm to complete assigned work on schedule, attends all key meetings, and monitors project status on a continuing basis. His responsibilities include the supervision of all phases of the structural design, contract document preparation, construction administration and special inspection services. Mr. Cianci provides extensive forensic engineering investigations and uses his prior professional and educational experience to help clients solve both structural and building envelope problems. He has a broad-based experience in structural evaluations, moisture infiltration investigations, repair and rehabilitation design, litigation consulting, field testing and facade assessments.
- 2009 - 2015; Associate II & III, **Wiss, Janney, Elstner Associates, Inc.**, Shelton, CT
Responsibilities included structural and building envelope investigations, rehabilitation designs and construction administration. Mr. Cianci also conducted several different types of tests, including but not limited to, structural load testing, roof uplift tests per FM Global Standards, moisture and air infiltration testing of facades and windows per ASTM and AAMA standards, leak detection of newly installed and existing roof membranes, relative humidity and MVER tests of concrete slabs and tribometric slip tests of flooring surfaces.

Presentations:

Concrete Foundations in Connecticut, June 28, 2017

Publications:

Master's Thesis - Design and Behavior of Ductile Open Web Steel Joists: Phase II
Open web steel joists are prefabricated steel trusses commonly used in roof and floor structural systems. When loaded to its maximum capacity, an open web steel joist can fail by either yielding of a critical tension member or buckling of the critical compression member. When the failure mode is yield, the force resisting capacity of the joist remains intact as inelastic deformation occurs. When the failure mode is buckling, the force resisting capacity of the joist instantly reduces to zero. Considering this behavior the ductile design is the desired mode of failure. Currently, there is no requirement that the mode of failure be governed by either tension yield or compression buckling. The purpose of this study is to develop a design methodology that ensures that the failure sequence is tensile yield first followed by inelastic deformation and ultimately terminating in secondary failure by compression buckling. To achieve this goal, a series of steel tests were conducted at Villanova University's Structural Engineering Teaching and Research Laboratory (SETRL). Experimental results show that it is economically feasible to achieve the desired ductile mode of failure and that ductile behavior was achieved without any increase in cost or reduction in strength.

Additional Activities:

Secretary of the Building Commission, Branford, CT, 2015 - 2016

Responsibilities include, but are not limited to, the general oversight of all town projects as well as the coordination with town officials between various construction projects simultaneously. Mr. Cianci is involved with the interviewing, bid period services, and construction period services for town projects and works with municipal officials to help deliver projects of quality, on time and on budget.

Member of the Exchange Club, Branford, CT, 2015 - 2016

Responsibilities include the coordination with non-profits in the Branford, CT area to help provide service and assistance to others which help make the community a better place. Mr. Cianci provides technical guidance, recruitment, and sustainable growth solutions with several non-profit organizations in the community.

Candidate for CT House of Representatives, 102nd District, 2014

Member of the Town Council - Farmington, CT (January 2018- January 2020)

Member of Farmington High School Building Committee (2019)

Recent Expert Testimony:

2024

- Noori et al. Al vs. McCabe et. Al – injunction hearing testimony

2018

- Sara Vecchio vs. Homesite Insurance Company – deposition testimony
- Sonya Miller and Lenny Raia vs. PGS Concrete Designs, LLC – arbitration testimony
- Sherwood Falls Homeowners Association, Inc. vs. CIL Development of Kensington, Inc. et. Al – deposition testimony

2017

- Asylum Street Cooperative, LLC v. Yes We Can Bistro, LLC – trial testimony

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DEPARTMENT OF CONSUMER PROTECTION

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Mailing address:

HALEY & ALDRICH INC

Karen Healey

70 Blanchard Road

SUITE204

Burlington, MA 01803

Email on file to be used for receiving all notices from this office:

legalregistration@haleyaldrich.com

STATE OF CONNECTICUT ♦ DEPARTMENT OF CONSUMER PROTECTION

Be it known that

HALEY & ALDRICH INC

100 CORPORATE PL STE 105

ROCKY HILL, CT 06067-1803

has been certified by the Department of Consumer Protection as a

PROFESSIONAL ENGINEERING FIRM

Registration #: PEC.0000337

Effective Date: 11/20/2023

Expiration Date: 11/19/2024

verify online at www.elicense.ct.gov



Bryan T. Cafferelli, Commissioner

Newhall Neighborhood Non-Public Property

Excavated Soil and Materials Management Plan

31 March 2016
Revised 15 June 2018

PURPOSE

The purpose of this Excavated Soil and Materials Management Plan (Plan) is to provide general guidance for future management of contaminated waste fill that is unearthed within the Newhall Local Design District of Hamden.

Conformance with the Plan is required for all eligible non-public properties located in the Newhall Local Design District for which a grant is issued by the Town of Hamden pursuant to the Memorandum of Agreement (MOA) between the Connecticut Department of Energy and Environmental Protection (DEEP) and the Town of Hamden, Connecticut, dated August 2016, for the removal and proper management of contaminated waste fill material in soil.

The following Plan is not a substitute for professional judgment as field conditions will change from site to site. Plan may be updated in the future if applicable regulations change.

ROLES AND RESPONSIBILITIES

The following will be charged with implementing and oversight of compliance with this Plan:

- The Town of Hamden is responsible for managing/documenting earthwork activities that disturb the polluted fill below the DEEP-approved remedial cap, providing documentation to DEEP that post-construction conditions are in compliance with site-specific regulatory criteria, and procuring any DEEP-required permits, as agreed to in the MOA. In accordance with the MOA, the Town has delegated such responsibility to the Hamden Economic Development Corporation (HEDC), or another entity as determined by the Town, herein after referred to as the Administrator.
- A Licensed Environmental Professional (LEP) hired by the Administrator who is responsible for assisting the excavation contractor (Contractor) with understanding and implementing the Plan requirements. The LEP is also responsible for preparing post-construction compliance

documentation to demonstrate that any contaminated waste fill unearthed as part of a Town approved property improvement project is properly managed in accordance with this Plan.

- The Contractor is responsible for implementing the Plan requirements in accordance with all applicable laws and regulations, under the direction of the LEP.

EXISTING GENERIC SUBSURFACE CONDITIONS, REUSE OPTIONS AND CONSTRUCTION REQUIREMENTS

Each property remediated in the Newhall Local Design District as part of the Newhall Street Neighborhood State Superfund Project is unique, and post remediation conditions will vary (Refer to Property-Specific Remedial Action Report of each property for further details). However, the following generic subsurface conditions, material reuse options, and construction requirements should be planned for prior to, and during construction of future property improvement projects:

- **Clean Fill:**
 - Typically, the upper approximately four feet of the subsurface of the property contains clean fill. Less than four feet of clean fill may be present due to limited access or building structural concerns that were present at the time of the neighborhood-wide remediation activity.
 - Clean fill has unrestricted reuse and stockpiling options for both on and off-site. Clean fill stockpiled on or off-site shall not be comingled with waste fill or non-characterized materials.
 - Clean fill stockpiled off-site for later on-site reuse shall be placed on plastic sheeting and covered with plastic sheeting at end of each work day.
 - Off-site removal of clean fill is not allowed unless first approved by the Administrator.
 - Post property improvement construction conditions must maintain four feet of clean fill throughout the site, except where structural or limited access issues make this impracticable.
- **Marker Layer:**
 - Directly below the clean fill cover is an orange-colored fabric marker layer that separates the clean soil above from the polluted waste fill below.
 - Depending on contaminant concentrations in waste fill in site areas with less than four feet of clean fill, the marker layer may consist of an orange-colored fabric or an approximately four inch layer of concrete.
 - If waste fill is to remain present within the excavation area following an approved property improvement project, the marker layer must be replaced and inspected/approved by the Administrator or their representative prior to backfilling.
 - A survey showing the top of marker layer must be completed by the contractor and submitted to the Administrator and approved prior to backfilling
 - A survey showing the top of marker layer and finished grade must be completed by the contractor and submitted to the Administrator upon completion of site earthwork activities.

- **Waste Fill:**
 - Below the marker layer is waste fill. Environmental investigations completed within the Newhall Neighborhood show that the historically deposited waste fill material (“waste fill”) is comprised of, but is not limited to, batteries, empty ammunition shells, ash, slag, coal waste, other industrial and household-type trash, and associated contaminated soil. Generally, the waste fill is contaminated with metals including lead and arsenic, semi-volatile organic compounds, petroleum hydrocarbons, volatile organic compounds, polychlorinated biphenyls and pesticides in concentrations exceeding criteria established in Sections 22a-133k-1 through 3 of the Regulations of Connecticut State Agencies, also known as the “Remediation Standard Regulations.
 - The waste fill can be reused on-site as common fill below a depth of four feet from finished grade.
 - The waste fill can be reused off-site only at an Administrator and state-approved facility. Once it is determined that off-site reuse of waste fill will be required, the contractor shall expeditiously locate a suitable reuse location.
 - Off-site removal of waste fill is not allowed unless first approved by the Administrator.
 - Off-site stockpiling of waste fill material is not allowed unless first chemically tested by the LEP, approved by the Administrator and, if required due to chemical concentrations of contaminants in the soil, DEEP. Off-site stockpiling of waste fill may also require contractor compliance with DEEP General Permit for Contaminated Soil and/or Sediment Management Staging and Transfer (DEP-SW-REG-001).
 - Waste fill material can be temporarily stockpiled on-site. However, if 1,000 cubic yards or more waste fill needs to be stockpiled on-site for more than 45 days, then the Contractor needs to notify HEDC prior to stockpiling material for approval. Stockpiled waste fill will be tested by the LEP to determine if the above noted DEEP General Permit is required.
 - Waste fill stockpiled on or off-site shall be placed on plastic sheeting and covered with plastic sheeting at end of each work day.
 - Waste fill stockpiled on or off-site shall not be comingled with clean fill or non-characterized materials.
 - Refer to DEEP Remedy Selection Plan and DEEP-approved Final Design/Generic Remedial Action Plan for physical and chemical descriptions of the waste fill material.
- **Natural Soil/Weathered Bedrock:**
 - Depending on historic site use and subsurface conditions, natural soil/weathered bedrock can be either clean or polluted.
 - If this material is reused on-site below the clean cap, then no chemical testing is required.
 - If this material is proposed for reuse as part of the clean fill cap or for off-site stockpiling/reuse, then chemical testing is required to properly characterize the material.

Bedrock:

- Unless visually impacted by environmentally-impacted overburden, bedrock is considered clean and has unrestricted reuse and stockpiling options both on and off-site.

DEWATERING AND SEDIMENT CONTROL

- Manage and treat dewatering effluent from waste fill as necessary to meet the requirements of all applicable permit(s). The Contractor shall comply with the most stringent criteria and requirements set forth by regulatory agencies. The Contractor shall consult with the LEP to coordinate Best Management Practices for handling dewatering effluent on-site.
- If dewatering waste fill to an off-site location is required, the water generated during dewatering operations shall undergo on-site primary treatment to remove suspended solids by a system designed and installed by the Contractor and discharged to the local sanitary sewer if the DEEP and local POTW discharge permit requirements can be achieved. If the discharge parameters cannot be achieved through on-site primary treatment, the water shall undergo on-site secondary treatment or be transported off-site for disposal, recycling, or treatment.
- Primary treatment of dewatering effluent is defined as removal of suspended sediments to levels that do not exceed DEEP or local POTW discharge criteria. Typical primary treatment methods include, but are not limited to: frac-tanks, lined retention ponds, bag filters and flocculants. The number of sedimentation tanks (or other filters and control systems) and their size shall accommodate the anticipated dewatering rates as estimated by the Contractor. The sedimentation tanks shall be periodically inspected and cleaned of accumulated sediment. Secondary treatment of dewatering effluent is defined as removal of dissolved contaminants and/or free product.
- If free product (oil) is encountered during performance of the work, it shall be collected in a holding tank (or other approved vessel) and transported off-site for disposal or recycling in accordance with applicable Hazardous Waste or Connecticut-Regulated Special Waste disposal regulations.
- The Administrator and the LEP shall undertake the following:
 - Administrator shall obtain all necessary treatment and discharge permits.
 - The LEP will perform all permit-required chemical testing/documentation.
- The Contractor shall undertake the following:
 - Design and operate dewatering systems, including treatment if necessary.
 - Prevent erosion or sedimentation from stockpiled material or other contraction areas.
 - Install a flow meter and sample collection valve to facilitate sampling water near system discharge point.
 - Implement dewatering system modifications as necessary in order to comply with DEEP Permit requirements.
 - Submit weekly documentation to Administrator and the LEP showing compliance with dewatering permit requirements.

ODOR CONTROL

- The control of odor from unearthed or exposed waste fill during all phases of work shall be the sole responsibility of the Contractor. Nuisance levels of odors shall not be exceeded at any time during the work. Contractor shall control odors such that odors do not present a nuisance beyond site boundaries.
- If odor is noticeable as determined by the Contractor, Administrator or the LEP, the Contractor shall be required to immediately develop alternate work practices to reduce odors. The alternate work practices shall be immediately presented to the LEP for review and comment so as not to delay the work. The alternate work practices will then be documented in written form and submitted to the LEP and Administrator for the record.
- Exposed side slopes or stockpiles of waste fill that exhibit visible contamination or staining and are generating odor as determined by the Contractor, Administrator or the LEP shall be covered with 10-mil polyethylene sheeting to minimize migration of odors off site.

DUST AND EROSION CONTROL

- The Contractor shall take all necessary measures and provide equipment and/or materials to minimize dust from rising and blowing across the site and also to control surface water throughout the operation so that it does not run off-site onto paved ways without being filtered. In addition, the Contractor shall control all dust created by construction operations and movement of construction vehicles, both on-site and off-site.
- Thoroughly moisten all surfaces as required to prevent dust being a nuisance to the public, neighbors and performance of other work on-site.
- Repair any erosion and siltation control measures damaged during earthwork operations or significant weather events and install any additional measures necessary for proper control.

CONTINGENCIES

- If potentially hazardous conditions develop during the Work, the Work in that specific area shall be terminated until the hazardous condition has been addressed to the satisfaction of the LEP, Administrator and, if required, DEEP. Potentially hazardous conditions include, but are not limited to, encountering buried containers, tanks, or drums.
- If buried containers, drums or tanks are encountered or if a release of oil or potentially hazardous materials has occurred, the Contractor shall notify the LEP and Administrator immediately. The Contractor shall secure the area to prevent health risks to workers or the public and releases into the environment. The sources of the event causing the material to be considered suspect will be evaluated by the LEP. The Contractor shall notify the Town Fire Department or DEEP, as required, upon discovery of the tank or buried container. The Contractor or Property Owner shall obtain permission for removal of buried storage tanks.
- The impact on the Work should be evaluated and, if necessary, the Contractor's Health and Safety Program should be revised in response to the unforeseen conditions.

CONTRACTOR HEALTH & SAFETY PLANNING AND IMPLEMENTATION

- Prepare an OSHA-compliant Health and Safety Plan that ensures the health and safety of all workers engaged in work at the site and the general public at all times when exposure to contaminated soil, contaminated groundwater, dust, odors, or gases is possible. Implement the plan throughout the execution of the work.
- The Contractor shall monitor the excavation using the equipment described in the Contractor's Health and Safety Plan.
- Contractor's workers who will be engaged in work at the site that might result in exposure to contaminated soil or groundwater shall attend a health and safety coordination meeting and any follow-up supplemental briefings.
- Provide adequate health and safety training for all personnel who may come in contact with or be exposed to contaminated materials during the work.
- Provide personnel, including personnel for subcontractors that are 40-hour. OSHA trained with an 8-hour. OSHA refresher course completed within the previous calendar year. The Contractor shall provide, at the request of HEDC, certificates for each worker to demonstrate compliance with this requirement.
- Personnel who have not received training and who are not equipped with the required protective clothing and equipment (i.e., which may result in exposure to contaminated soil or groundwater), shall not be permitted access to the site by the Contractor during the work.
- Health and Safety Plan:
 - Submit to HEDC qualifications of the Qualified Health Professional (QHP) and Site Health & Safety Officer (SHSO). The QHP and SHSO shall have a minimum of five years' experience in this work, certification as a safety professional qualified by training and experience to act in this capacity, and certification as having completed the 40 hr. OSHA health and safety training course, with current 8-hr. refresher training and 8-hr. OSHA manager's training. The QHP may assume the role of SHSO.
 - Submit to HEDC a Health and Safety Plan prepared by the Contractor's QHP. The Health and Safety Plan shall apply to all Work to be conducted at the site, taking into consideration all workers on-site, the general public, and the environment. Training will not be provided by HEDC or the LEP. The plan shall include the following information:
 - A list of the Contractor's work tasks that may involve contact, excavation, and/or handling of contaminated soil and/or groundwater.
 - Compounds of concern that may be encountered during the work and signs/symptoms of exposure.
 - Potential for worker exposure to the compounds of concern for each work task.
 - Requirements for OSHA training for each work task and a record or schedule for training of Contractor and subcontractor workers in the use of personal protective equipment.

- Work task specific levels of protection and a description of health and safety equipment including protective clothing, respiratory equipment and monitoring instruments.
 - Procedures for containing oil and/or hazardous materials such as decontamination of heavy construction equipment and tools.
 - Procedures for monitoring, controlling, and mitigating fugitive dust, odors, and gases for each work task to protect worker and public health and safety, including descriptions of monitoring instruments and action levels triggering responses by the Contractor (e.g., donning personal protective equipment).
 - An Emergency Response Plan.
- The Health and Safety Plan must be completed for discussion at the Health and Safety coordination meeting scheduled by the Contractor and held at least three days prior to commencement of work relating to possible exposure to contamination at the site. The Contractor shall provide written notice of this meeting to all interested parties, including HEDC and the LEP, at least five days before the meeting.