



Dissolution Authority

300 Maxim Road, Hartford, Connecticut 06114

Telephone (860) 757-7700

Fax (860) 757-7725

MEMORANDUM

TO: South Meadows Transition Committee
FROM: William P. Beccaro, Committee Chairperson
DATE: May 2, 2024
RE: Notice of Regular Meeting

There will be a **regular meeting** of the **South Meadows Transition Committee** of the MIRA Dissolution Authority's Board of Directors on *Tuesday, May 7, 2024 at 11:00 a.m. in the Board Room at 300 Maxim Road, Hartford, CT. Members of the public may also attend the meeting telephonically by calling (929) 205-6099, entering Meeting ID: 858 1861 1943 and Passcode: 661934# when prompted. (NOTE - there is very limited physical space in the Board Room - consequently, virtual public attendance is encouraged).* The meeting is scheduled to conclude at 12:30 p.m. The purpose of this meeting will be:

1. Call to Order; Chair's Welcome
2. Public Comment (3 minutes per speaker)
3. Approval of Minutes of the April 9, 2024 Regular Committee Meeting (*Attachment 1*).
4. Review and Approve Draft Resolution for MIRA Dissolution Authority Board of Directors Awarding the South Meadows Redevelopment Consideration Study (*Attachment 2*).
5. Such other items that may properly come before the Committee.

Cc: Bert Hunter
Mark Daley
Christopher Shepard
Raymond Frigon (CT-DEEP)
Claire Quinn (CT-DEEP)
Jade Barber (CT-DEEP)
Carl Stopper (TRC)

Attachment 1

South Meadows Transition Committee
April 9, 2024
Meeting Minutes

A Regular Meeting of the South Meadows Transition Committee of the MIRA Dissolution Authority was held on April 9, 2024. Present either in-person or via video or audio conferencing were:

Committee Present: Director William Beccaro (Committee Chairperson)
 Director David Steuber
 Director John Fonfara
 Director Bert Hunter (Ex Officio)
 Member William DiBella
 Member Frank Dellaripa

Other Directors Present: Joseph DeNicola

Other Members Present: Thomas Swarr

Authority Staff Present: Mark Daley, President and CFO
 Christopher Shepard, Environmental Compliance Manager
 Roger Guzowski, Supply Chain Manager
 David Bodendorf, Mgr. of Engineering, Construction & Power Assets
 Cheryl Kaminsky, Comptroller
 Ann Catino (Halloran & Sage), General Counsel

CT-DEEP Staff Present: Jade Barber

TRC Environmental Corp. Staff Present: Carl Stopper

Others Present: (860) 573-5203 (call-in via Zoom)
 (978) 532-1900 (call-in via Zoom)

This meeting was recorded via ZOOM conferencing and is posted on the Authority's website at: <https://www.ctmira.org/mira-dissolution-authority-south-meadows-transition-committee>

1. Call to Order; Chair's Welcome

Committee Chairperson Beccaro called the meeting to order at 11:08 a.m. and confirmed that a quorum was present.

2. Public Comment (3 minutes per speaker)

Committee Chairperson Beccaro invited members of the public to address the

Committee. There were no public comments, and Committee Chairperson Beccaro proceeded with the next agenda item.

3. Approval of Minutes of the March 5, 2024 Regular Committee Meeting

Committee Chairperson Beccaro requested a motion to approve the minutes of the March 5, 2024 Regular Committee Meeting. The motion was moved by Director Fonfara and seconded by Committee Chairperson Beccaro.

Committee Chairperson Beccaro asked if there were any discussion, comments, corrections or modifications requested. Hearing none, Committee Chairperson Beccaro asked if there were any objections to acceptance of the minutes. Hearing none, Committee Chairperson Beccaro requested a voice-vote. The draft minutes were “approved” as drafted by the voice-vote.

4. Review and Approve Resolution Regarding Execution of a Declaration of Environmental Land Use Restriction and Grant of Easement Associated with the South Meadow Station Site Remediation

Committee Chairperson Beccaro requested a motion to discuss the resolution. The resolution was moved by Director Fonfara and seconded by Director Steuber.

Mr. Daley provided an overview of the matter. Mr. Daley noted that the Environmental Land Use Restriction (ELUR) that is the subject of this resolution is specific to the physical remediation work that TRC has completed in the Area 3-3 (the contractor parking lot), and that this step is needed before the Verification Report can be revised and re-submitted to CT-DEEP. Mr. Daley noted that the Exit Strategy™ contract requires that the Authority consent to the use of ELURs to achieve the remediation goals in that contract. Additionally, Mr. Daley noted that the remediation of Area 3-3 includes an engineered control because TRC was not able to remove all contaminated soil due to the presence of high voltage electrical duct banks running through the area.

Mr. Shepard clarified that the ELUR is an easement that will have to be recorded in the City’s land records, and that the holder of the easement is the CT-DEEP; therefore, if someone wants to do work on the property that would include soil disturbance, then that party would have to get permission from CT-DEEP before disturbing any soil. Mr. Shepard also noted that there is already one site-wide ELUR for the property that was recorded back in April 2018, and that this second ELUR would overlap a portion of that existing ELUR. Member DiBella asked if this ELUR would be a permanent easement, and Mr. Shepard confirmed that it would indeed be a permanent easement. Mr. Shepard further explained that any future projects that involve soil disturbance would also require an application to the CT-DEEP Commissioner to request a release from the ELUR. The request would have to include a soil management plan that demonstrates that the applicant is aware of the contamination, and that the applicant will manage all soil properly without creating a pollution condition. Member DiBella observed that this sounds like a common process for CT-DEEP, and Mr. Shepard and Ms. Catino confirmed that it is a common process.

Director Fonfara asked if this permanent easement would in any way discourage the pursuit of understanding what the potential costs are for examination of this property for

residential use. Mr. Daley noted that this ELUR is important to completion of the site remediation to the industrial/commercial standard that was agreed to back in 2000, and that he believes that the ELUR supports future evaluation of residential development by helping to define what would be needed to move to a residential use. Member DiBella asked what would be needed to make the site acceptable for a residential use; to which Mr. Shepard replied that the pending South Meadows Redevelopment Considerations Study is supposed to answer that question.

(At 11:19 AM, it was noted that Committee Chairperson Beccaro had left the meeting, and the meeting was paused at that time, pending his return. Committee Chairperson Beccaro re-joined the meeting at 11:31 AM, and the meeting resumed at that time.)

Committee Chairperson Beccaro requested a motion to approve the resolution and send it to the full Board of Directors for consideration at its next regularly-scheduled meeting. Director Fonfara moved the motion, and Committee Chairperson Beccaro seconded it. Committee Chairperson Beccaro asked if there was any additional discussion; hearing none, Committee Chairperson Beccaro requested a roll-call vote. The resolution was approved as indicated below:

Director	Raised	Second	Aye	Nay	Abstain
William P. Beccaro		X	X		
Rachel Taylor					Not Present
Matthew M. Dayton					Not Present
David S. Steuber			X		
John Fonfara	X		X		

5. Executive Session to review and discuss proposals and proposer qualifications of certain companies who submitted Proposals in response to the Authority's South Meadows Redevelopment Considerations Study RFP and to discuss pending RFPs and Feasibility Estimates and Evaluations relative to prospective public supply contracts, including Proposals received in response to the Authority's South Meadows Redevelopment Considerations Study RFP

President Daley read into the record the purpose of the Executive Session. President Daley confirmed those to be invited to the Executive Session as all Directors and Members present, Authority staff Daley, Guzowski, Shepard, and Bodendorf, and General Counsel Catino.

Director Fonfara made a motion to enter Executive Session and the motion was seconded by Committee Chairperson Beccaro. The motion was approved by roll call vote as indicated below. Executive Session began at 11:37 AM.

Director	Raised	Second	Aye	Nay	Abstain
William P. Beccaro		X	X		
Rachel Taylor					Not Present
Matthew M. Dayton					Not Present
David S. Steuber			X		
John Fonfara	X		X		

The Committee exited Executive Session at 12:20 PM. Director Hunter moved to the next item on the Agenda.

6. Review and Approve Draft Resolution for MIRA Dissolution Authority Board of Directors Awarding the South Meadows Redevelopment Consideration Study

With Committee Chairperson Beccaro’s permission, Director Hunter noted that the Executive Session discussion included the need for the evaluation committee to further negotiate portions the contract before it is brought to the Board of Directors for a vote to award. Director Hunter then read the following resolution for consideration and vote by the South Meadows Transition Committee:

Resolution to direct the RFP Evaluation Committee to further meet and negotiate with a proposer as discussed in Executive Session at a meeting of the South Meadows Transition Committee held April 9, 2024 to finalize a consultant service agreement to be brought to the Board for approval at its May 2024 meeting.

The motion was approved by roll call vote as indicated below.

Director	Moved	Second	Aye	Nay	Abstain
William P. Beccaro	X		X		
Rachel Taylor					Not Present
Matthew M. Dayton					Not Present
David S. Steuber			X		
John Fonfara		X	X		

7. Other Items Brought Before Committee

Director Hunter inquired if there were any additional items to be brought before the Committee. There were none.

8. Adjournment

Committee Chairperson Beccaro adjourned the meeting at 12:23 PM.

Attachment 2

ATTACHMENT 2

DRAFT RESOLUTION FOR THE MIRA DISSOLUTION AUTHORITY BOARD OF DIRECTORS

AWARDING THE SOUTH MEADOWS REDEVELOPMENT CONSIDERATIONS STUDY

WHEREAS, The MIRA Dissolution Authority (the “Authority”) was established pursuant to Public Act 23-170 effective July 1, 2023 as successor to the Materials Innovation and Recycling Authority whereupon it became obligated to identify the immediate environmental needs and knowledge necessary for future redevelopment of the Authority’s South Meadows Site, and to engage representatives of the City of Hartford and other stakeholders, as appropriate, with respect to the future of the South Meadows Site; and

WHEREAS, The Authority’s South Meadows Transition Committee, working with management and staff, developed a comprehensive Scope of Work responsive to this obligation and on January 18, 2024 the Authority issued its resulting Request for Proposals to Conduct the South Meadows Redevelopment Considerations Study; and

WHEREAS, On March 11, 2024 the Authority received six competitive proposals to conduct the South Meadows Redevelopment Considerations Study which have been evaluated in accordance with the criteria of the RFP and the Authority’s applicable policies and procedures including interviews conducted with certain Proposers on March 26, 2024; and

WHEREAS, On April 9, 2024 the Authority’s South Meadows Transition Committee resolved to direct the South Meadows Redevelopment Considerations Study RFP Evaluation Committee to further meet and negotiate with a proposer and to finalize a Consultant Service Agreement to be brought to the MIRA Dissolution Authority Board of Directors for approval at its May 2024 meeting; and

WHEREAS, the South Meadows Redevelopment Considerations Study RFP Evaluation Committee has proceeded as directed and recommends award of such Study and Consultant Service Agreement to Weston & Sampson Engineers, Inc. (“Weston & Sampson”); and

WHEREAS, Pursuant to that certain Resolution Approving the Fiscal Year 2025 Property Division Budget, Management was directed to develop and present to this Board recommended budgets and use of Property Division reserve requirements providing for undertaking the South Meadows Redevelopment Considerations Study concurrent with a proposed resolution authorizing a consultant service agreement to conduct such study.

NOW THEREFORE, be it

RESOLVED: That the President is authorized to enter into that certain Agreement for South Meadows Redevelopment Considerations Study with Weston & Sampson as attached to the RFP and incorporating certain Business Exceptions substantially as discussed and presented in this meeting; and

FURTHER RESOLVED: The Authority hereby adopts a budget of **\$629,500** for the conduct of the South Meadows Redevelopment Considerations Study and authorizes Management to fund such Study through use of the South Meadows Transition Contingency Reserve.

PROCEDURAL REQUIREMENTS (AWARD OF THE SOUTH MEADOWS REDEVELOPMENT CONSIDERATIONS STUDY)

Author: Mark Daley, President & CFO

Committee Requirements:

- Assigned – South Meadows Transition Committee
- Quorum – 50% of the Directors on a Committee of 4 or more, majority of the Directors on a Committee of less than 4, excluding the Chair.
- Item carries with majority of Directors present

Director	Raised	Second	Aye	Nay	Abstain
William P. Beccaro					
Rachel Taylor					
Matthew M. Dayton					
David S. Steuber					
John Fonfara					

Board Requirements:

- Quorum – 6 Directors
- ___ Item carries with majority of Directors present unless otherwise specified
- Specified as requiring 2/3 of full Board (8 Directors)
 - ___ Purchasing and Contracting Rules & Procedures (22a-266(c))
 - X Contract Over 5 Years or Greater than \$50,000 Annual Consideration(22a-268)
 - ___ Proposed Procedure (1-120)
 - ___ Special Capability Exception Over \$10,000 (Procurement Policy Section 3.1.2.5)
 - ___ Settlement Exception (Procurement Policy Section 3.1.2.7)
 - ___ Acquisition or Sale of Real Property (Procurement Policy Section 5.1.3 & 5.2.3)
- Specified as requiring 2/3 of Directors present and eligible (Bylaws Section 504)
 - ___ Expenditure of \$50,000 or more for outside consultant
 - ___ Entering Executive Session
 - ___ Addition of Agenda Item at a regular meeting

Director	Raised	Second	Aye	Nay	Abstain
1 - Chairperson Hunter					
2 - Matthew Dayton					
3 – Michelle Gilman					
4 - Joseph DeNicola					
5 - William Beccaro					
6 - Rachel Taylor					
7 – Michael Walsh					
8 – John Fonfara					
9 - Paul Harrington					
10 - Carl Fortuna					
11 - Dave Steuber					

MIRA Dissolution Authority

Agreement Summary

To Conduct the South Meadows Redevelopment Considerations Study

Presented to the Board on:	May 14, 2024
Vendor/Contractor(s):	Weston & Sampson Engineers, Inc.
Effective Date:	Upon Issuance of executed agreement (expected late-May)
Contract Type/Subject Matter:	To Conduct the South Meadows Redevelopment Considerations Study
Facility(ies) Affected:	Authority properties located at 300 Maxim Road in Hartford and 100 Reserve Road in Hartford (the “South Meadows Site”)
Contract Dollar Value:	Time and Materials Not to Exceed \$629,500
Additional Services:	The Authority may request additional services if required in furtherance of the Study or to fully assess the environmental needs and knowledge necessary for the future redevelopment of the South Meadows Site.
Term:	Through Completion of Study (Scheduled for February 2025)
Termination Provision:	By the Authority with at least 30 days advanced written notice.
Scope of Work:	Five Defined Study Tasks: <ol style="list-style-type: none">1. Existing Environmental Conditions2. Conceptual Site Considerations Including HBM Survey3. Potential Future Uses4. Environmental Needs and Knowledge Necessary for Future Uses5. Study Conduct and Deliverables

MIRA Dissolution Authority

Agreement Summary

To Conduct the South Meadows Redevelopment Considerations Study

Executive Summary

This is to request that the Board of Directors authorize the President to enter into an agreement with Weston & Sampson Engineers, Inc. (“Weston & Sampson) to conduct the South Meadows Redevelopment Considerations Study to be funded through a \$629,500 use of the South Meadows Transition Contingency Reserve.

Discussion

Section 9 of Public Act 23-170 provides that (effective July 1, 2023) “(a) *In addition to the purposes, powers and responsibilities vested in the MIRA Dissolution Authority pursuant to chapter 446e of the general statutes, the MIRA Dissolution Authority shall: (1) Identify the immediate environmental needs and knowledge necessary for future redevelopment of the authority's properties located at 300 Maxim Road in Hartford and 100 Reserve Road in Hartford, (2) engage representatives of the city of Hartford and other stakeholders, as appropriate, with respect to the future of the properties identified in subdivision (1) of this subsection.*” Accordingly, the Authority, working through its South Meadows Transition Committee, developed a scope of work responsive to these obligations and published a comprehensive Request for Proposals (RFP) from lead consultant and environmental engineers, including sub consultants if any are required, to conduct a study that will result in a report (known in the RFP and herein as the “Report of the South Meadows Redevelopment Considerations Study”). This Executive Summary describes the RFP process, publication and outreach, and its outcome in terms of Proposals received including their evaluation and resulting recommendation for an award.

Overview of RFP

The availability of the RFP was advertised on the Department of Administrative Services Connecticut Bid Board (CT Source) and on the Authority’s website.

In addition:

- Authority directly emailed the notice to the 15 firms who sent responses to MIRA’s RFQ for Engineering Services including Arcadis, Cornerstone Engineering (which includes Tetra Tech), Daymark Energy Advisors, Freeman Companies, GBB, GNCB Consulting Engineers, HDR, HRP, Langan, Project Management Associates, SCS Engineers, Tighe and Bond, TRC, Wescott & Mapes and Weston & Sampson.
- The Authority directly emailed over 300 LEPs who appear to be LEP’s for hire on the roster of licensed environmental professionals (LEPs) posted on the DEEP website.

- Email blast notification through the Environmental Business Council of New England’s site remediation and redevelopment list as well as their CT chapter list (totaling nearly 1,600 individuals).
- Email blast notification through the Environmental Professionals Organization of Connecticut (also known as “EPOC”) to their nearly 600 members.
- Notice distributed to 6 additional firms identified through review of Engineering News Record ranking of the Top 20 Environmental Firms for 2023.
- The Authority also directly emailed the notice to the 4 firms in our legal services “stable” who practice environmental law and asked them to forward it to any clients or colleagues who might be interested.
- The Authority directly emailed the notice to the 4 asbestos abatement firms who participated in a request for abatement bids at 171 Murphy Road in 2016 (as part of roof replacement solicitation).
- The Authority directly emailed the notice to 15 additional engineering firms with whom MIRA used to have on-call contracts but who did not respond to latest RFP.
- The Authority directly emailed the notice to 18 additional firms/individuals who previously responded to various environmental monitoring RFPs/bids for Authority’s predecessor within the last dozen years.

Following issuance, publication and distribution of the RFP, the Authority conducted two mandatory site tours on February 7, 2024. The mandatory site tours were attended by 42 individuals representing 26 professional environmental consultant engineering firms. Following the mandatory site tours, five firms scheduled follow up tours to further explore building conditions on the Site. The Authority subsequently issued three RFP Addendum answering 61 questions received by the February 21, 2024 deadline for written questions.

Responses to the RFP to Conduct the South Meadows Redevelopment Considerations Study were due by March 11, 2024. The Authority received six proposals from the following lead consultants:

- Weston & Sampson – Plus 4 Proposed Sub-consultants
- TRC Environmental Corporation– Plus 2 Proposed Sub-consultants
- Tighe & Bond– Plus 1 Proposed Sub-consultant
- Burns McDonnell– Plus 1 Proposed Sub-consultant
- Roux Associates, Inc. – Plus 6 Proposed Sub-consultants
- Loureiro Engineering Associates, Inc.– No Proposed Sub-consultants

Evaluation of Proposals

At the March 5, 2024 South Meadows Transition Committee meeting, Management and the Committee concurred with a team of Authority managers, Directors and Members of the Board to evaluate the proposals (hereafter the “Evaluation Team”). The Evaluation Team includes Bert

Hunter (Authority Chair), Bill Beccaro (South Meadows Transition Committee Chair) and Frank Dellaripa (Hartford City Council Appointed Member) from the Board of Directors, as well as Chris Shepard (Environmental Compliance Manager), Dave Bodendorf (Manager of Engineering, Construction and Power Assets) and Roger Guzowski (Supply Chain Manager) from management.

The evaluation criteria specified in the RFP are:

1. Demonstrated Proposer, Staff and Sub Consultant Experience;
2. Reasonableness of Project Approach and Study Schedule;
3. Financial Proposal (Summarized on Exhibit A attached hereto);
4. Reasonableness of Proposed Business Exceptions, and
5. Other Factors Deemed Relevant by the Authority.

Evaluation instructions and copies of Proposals were distributed to the Evaluation Team on March 13, 2024. The Evaluation Team initially met on March 20, 2024 for the purpose of determining Proposers to be invited to interview with the Authority. Based upon the evaluation criteria specified in the RFP, four firms were selected by the Evaluation Team for interviews including Weston & Sampson, TRC Environmental, Tighe & Bond and Roux Associates Inc. Notifications and instructions for the interviews were distributed on March 20, 2024 and the interviews were all scheduled for March 26, 2024. The interviews were scheduled as a Special Meeting of the Board of Directors to give all Directors and Members an opportunity to observe and question presenters. The Evaluation Team subsequently met on April 4, 2024 to finalize Proposal rankings (attached hereto as Exhibit B). This meeting was also scheduled as a Special Meeting of the Board of Directors to give all Directors and Members an opportunity to observe. As a result of this process, the Evaluation Team initially recommended award of the Agreement to Conduct the South Meadows Redevelopment Considerations Study to Weston & Sampson, subject to final Agreement negotiations including incorporation of project approach, schedule and cost documentation. The final Agreement negotiations satisfactorily addressed: (1) the need for initial review of PCB testing approach and implications prior to commencement of this testing; (2) the specified inclusion of bi-lingual requirements (Spanish and English) for the Community Outreach program; and (3) one business exception made to Section 5.1 (Consultants Indemnity) of the Agreement provided with the RFP. The Agreement (attached hereto in a red-line version as Exhibit C) has now been prepared by incorporation of the project approach, schedule and cost information and is ready for execution by the Authority.

Termination and Transition to Successor

The South Meadows Redevelopment Considerations Study is scheduled to be completed prior to the July 1, 2025 effective date of the Department of Administrative Services (DAS) becoming the Authority's successor. In addition to the 30 day termination provision noted above, the Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party or such assignment shall be void. As the successor to the Authority, if Study completion were delayed, DAS would have the ability to either continue the Agreement through completion of the Study, terminate the Agreement in accordance with the termination provisions or assign the Agreement to a third party with the consent of the consultant.

Financial Summary

Exhibit A includes a summary of the costs associated with each Proposal received. All Study tasks are to be undertaken on a “Time and Materials Not to Exceed” basis considering the hourly rates and other unit costs included in Proposal. Note that the Hazardous Buildings Materials (“HBM”) Survey was originally contemplated to be a fixed fee task in the RFP; however, the billing structure for the HBM Survey was changed to a “Time and Materials Not to Exceed” task by negotiation. Estimated quantities of HBM sampling, testing and analytical services are included in the estimated “Not to Exceed” cost for the HBM task. The total cost of the Study will be funded through a \$629,500 use of the South Meadows Transition Contingency Reserve.

Exhibit A – Summary of Proposed Costs

Not to Exceed Costs	Weston & Sampson	TRC Env. Corp.	TRC Env. Corp. (Alternate)	Tighe & Bond	Roux Assoc. Inc.	Loureiro Eng. Assoc.	Burns & McDonnel
Existing Cond.	\$ 5,000.00	\$ 59,484.00	\$ 59,484.00	\$ 14,500.00	\$ 20,940.00	\$ 70,555.00	\$ 32,050.00
Site Considerations	\$ 137,000.00	\$ 112,095.00	\$ 112,095.00	\$ 139,200.00	\$ 217,947.00	\$ 105,531.00	\$ 24,400.00
Future Uses	\$ 30,000.00	\$ 150,099.00	\$ 150,099.00	\$ 72,500.00	\$ 9,780.00	\$ 43,184.00	\$ 42,300.00
Env. Needs and Knowledge	\$ 129,000.00	\$ 22,320.00	\$ 22,320.00	\$ 60,200.00	\$ 8,160.00	\$ 133,820.00	\$ 175,400.00
Study Conduct	\$ 106,000.00	\$ 22,808.00	\$ 22,808.00	\$ 107,100.00	\$ 260,586.00	\$ 140,571.00	\$ 385,300.00
Total	\$ 407,000.00	\$ 366,806.00	\$ 366,806.00	\$ 393,500.00	\$ 517,413.00	\$ 493,661.00	\$ 659,450.00
Fixed HBM	Weston	TRC	TRC (Alternate)	Tighe	Roux	Loureiro	Burns
HBM Fixed (Labor & Other Exp.)	\$ 178,124.50	\$ 248,350.00	\$ 130,550.00	\$ 85,182.25	\$ 51,310.00	\$ 65,875.00	\$ 442,550.00
HBM Sampling	\$ 44,375.50	\$ 39,600.00	\$ 22,750.00	\$ 23,717.75	\$ 9,500.00	\$ 9,360.25	\$ 279,000.00
Total Samples	1,655	1,350	675	1,011	350	500	8,150
ACM	-	-	-	-	-	425	-
PCB	125	400	250	200	30	50	1,600
PLM	1,350	950	425	750	300	-	6,550
Other	180	-	-	61	20	25	-
Total Study Estimate	\$ 629,500	\$ 654,756	\$ 520,106	\$ 502,400	\$ 578,223	\$ 568,896	\$ 1,381,000

Exhibit B

First, Second, Third and Fourth Choice of Each Reviewer

Reviewer	Roux Associates, Inc.	Tighe & Bond, Inc.	TRC Environmental Corporation	Weston & Sampson Engineers, Inc.
Bert Hunter			2	1
Bill Beccaro			2	1
Frank Dellaripa	4	3	1	2
Chris Shepard	4	3	2	1
Dave Bodendorf	3	4	2	1
Roger Guzowski	2	4	3	1

Selection Criteria / Scoring Category

1	Demonstated qualifications and experience of firm, key staff and/or any sub consultants to support LEP aspects of the study
2	Demonstated qualifications and experience of firm, key staff and/or any sub-consultants to support HBM aspects of the study
3	Demonstated qualifications and experience of firm, key staff and/or any sub-consultants to support Hydrological/Flood Control aspects of the study
4	Reasonableness of overall project approach/stakeholder engagement
5	Reasonableness of study schedule
6	Financial Proposal/Price
7	Reasonableness of business exceptions

Exhibit B

Roger G

INITIAL REVIEW OF PROPOSALS TO CONDUCT THE SOUTH MEADOWS REDEVELOPMENT CONSIDERATIONS STUDY															
EVALUATION ITEM		EVALUATION SCALE	WEIGHTING VALUE	Burns & McDonnell		Loureiro Engineering Associates, Inc.		Roux Associates, Inc.		Tighe & Bond, Inc.		TRC Environmental Corporation		Weston & Sampson Engineers, Inc.	
				RATING	SCORE	RATING	SCORE	RATING	SCORE	RATING	SCORE	RATING	SCORE	RATING	SCORE
		Excellent 5 4 Average 3 2 Poor 1 Unacceptable U													
		Each criteria #1-7 below should be rated on a scale using whole numbers between 1-5 as indicated above. Unacceptable rating should be reserved for rating in which proposal is so unacceptable in that criteria that it should disqualify their Proposal from further consideration													
1	Demonstrated qualifications and experience of firm, key staff and/or any sub consultants to support LEP aspects of the study		20%	0.00	0.00	4	0.80	3	0.60	4.5	0.90	4	0.80		
2	Demonstrated qualifications and experience of firm, key staff and/or any sub-consultants to support HBM aspects of the study		15%	0.00	0.00	2.5	0.38	3	0.45	3.5	0.53	4	0.60		
3	Demonstrated qualifications and experience of firm, key staff and/or any sub-consultants to support Hydrological/Flood Control aspects of the study		15%	0.00	0.00	4	0.60	3	0.45	3	0.45	5	0.75		
4	Reasonableness of overall project approach/stakeholder engagement		15%	0.00	0.00	3.5	0.53	3	0.45	3	0.45	4	0.60		
5	Reasonableness of study schedule		10%	0.00	0.00	3	0.30	3	0.30	3	0.30	3	0.30		
6	Financial Proposal/Price		20%	0.00	0.00	3	0.60	3	0.60	3	0.60	3	0.60		
7	Reasonableness of business exceptions		5%	0.00	0.00	4	0.20	2.5	0.13	3	0.15	3	0.15		
Subtotal			100%	0.00	0.00		3.40		2.98		3.38		3.80		
Criteria above and beyond those above which would merit consideration different than subtotal ranking above											Technical knowledge of site				
REVIEWER							RG		RG		RG		RG		
DATE REVIEW COMPLETED							04/03/24		04/03/24		04/03/24		04/03/24		

Exhibit C
Red-Line Execution Copy of Agreement

AGREEMENT FOR SOUTH MEADOWS REDEVELOPMENT ENVIRONMENTAL CONSIDERATIONS STUDY

CONTENTS

CONTENTS	1
PRELIMINARY STATEMENT	<u>34</u>
1. DEFINITIONS, CONSTRUCTION AND INTERPRETATION	<u>45</u>
1.1 Definitions	<u>45</u>
1.2 Construction And Interpretation	<u>56</u>
2. SCOPE OF WORK	<u>67</u>
2.1 Consultant's Responsibilities	<u>67</u>
2.2 Performance And Completion Of Services	<u>67</u>
2.3 Request For Additional Services	<u>78</u>
2.4 Study Schedule	<u>78</u>
2.5 Authorized Representative Of The Authority	<u>78</u>
2.6 Direction of Services	<u>79</u>
2.7 The Authority's Inspection Rights	<u>79</u>
2.8 Access, Schedule & Performance	<u>89</u>
2.9 The Authority Right to Exclude Certain Individuals	<u>940</u>
2.10 Lobbying And Paying Finder's Fees	<u>940</u>
2.11 Progress Reports	<u>941</u>
2.12 Proprietary Information	<u>1041</u>
2.13 Books and Records	<u>1142</u>
2.14 Status of Consultant	<u>1142</u>
2.15 Subcontractors	<u>1142</u>
2.16 Consultant's Employees	<u>1243</u>
2.17 Restrictions On Parties	<u>1243</u>
3. COMPENSATION AND PAYMENT	<u>1243</u>
3.1 Compensation Schedule	<u>1243</u>
3.2 Bill Format	<u>1344</u>
3.3 Payment Procedure	<u>1445</u>
3.4 Accounting Obligations	<u>1546</u>
3.5 Withholding Taxes And Other Payments	<u>1546</u>
3.6 State of Connecticut Taxes	<u>1547</u>
3.7 Audit	<u>1648</u>
4. TERM OF AGREEMENT	<u>1748</u>
4.1 Term	<u>1748</u>
4.2 Time Is Of The Essence	<u>1748</u>
4.3 Termination	<u>1749</u>
4.4 Records And Documents	<u>1849</u>
5. INDEMNIFICATION	<u>1820</u>
5.1 Consultant's Indemnity	<u>1820</u>
6. INSURANCE	<u>1921</u>
6.1 Insurance	<u>1921</u>
6.2 Minimum Limits of Insurance	<u>2022</u>
6.3 Other Conditions	<u>2224</u>
7. MISCELLANEOUS	<u>2224</u>
7.1 Entire Agreement	<u>2224</u>
7.2 Governing Law	<u>2324</u>

7.3	Assignment.....	2324
7.4	No Waiver.....	2325
7.5	Modification	2325
7.6	Notices.....	2325
7.7	Binding Effect	2426
7.8	Severability	2426
7.9	Whistleblower Protection.....	2426
7.10	Counterparts.....	2426
8.	REPRESENTATIONS AND CERTIFICATIONS	2527
8.1	Non-Discrimination	2527
8.2	Small Business Application	2830
8.3	Iran Energy Investment Certification	2830
8.4	Consulting Agreements Representation.....	2830
8.5	Campaign Contribution And Solicitation Limitations.....	2934
8.6	Large State Contract Representation for Contractor.....	2934
8.7	The Authority Representation Concerning Gifts.....	3032
9.	CONSULTANT REPRESENTATIONS REGARDING ITSELF	3032

- Exhibit A. Scope Of Services
- Exhibit B. Study Schedule
- Exhibit C. Billing Rates and Compensation Schedule
- Exhibit D. Request for Additional Services Format
- Exhibit E. Authority Travel And Expense Policy
- Exhibit F. Monthly Bill Format
- Exhibit G. Consulting Agreement Representation (if applicable)
- Exhibit H. OPM Form 1

This **AGREEMENT FOR SOUTH MEADOWS REDEVELOPMENT ENVIRONMENTAL CONSIDERATION STUDY** (the “Agreement”) is made and entered into as of this __ day of _____, 2024 (the “Effective Date”) by and between the **MIRA DISSOLUTION AUTHORITY** (the “Authority”), a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, having its principal offices at 300 Maxim Road, Hartford, Connecticut 06114 (the “Authority”) and ~~NAME OF FIRM~~ **WESTON & SAMPSON ENGINEERS, INC.**, having a principal place of business at 55 Walkers Brook Drive, Suite 100, Reading, Massachusetts 01867 ~~[ADDRESS OF FIRM]~~ (“Consultant”).

PRELIMINARY STATEMENT

WHEREAS, the Authority is the owner of certain parcels of real property located at 300 Maxim Road and 100 Reserve Road in Hartford, Connecticut (collectively, the “Properties” or “South Meadows Site”) upon which the Authority operated various energy-generating, solid waste management and/or disposal facilities (collectively, the “Facilities”);

WHEREAS, on January 18 _____, 2024, through a Request for Proposal (“RFP”), the Authority invited the submission of proposals for a South Meadows Redevelopment Environmental Consideration Study (the “Study”);

WHEREAS, on March 11 _____, 2024, the Consultant submitted a proposal in the manner specified in the RFP, (the “Proposal”) o perform the Study as requested in the RFP;

WHEREAS, the Consultant has the expertise in performing such an independent study as is requested in the RFP;

WHEREAS, the Authority has determined that the services and work scope set forth in the Proposal meet the Authority’s needs as set forth in the RFP and the Authority wishes to retain the Consultant for the performance of the services requested in the RFP and as accepted by Consultant in the Proposal, subject to any modifications and requirements agreed to by the Parties as set forth in this Agreement ; and

WHEREAS, the Authority and Consultant have negotiated, in good faith, this Agreement for the Consultant to undertake the Study.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

1. DEFINITIONS, CONSTRUCTION AND INTERPRETATION

1.1 Definitions

As used in this Agreement and in other Contract Documents (as defined herein) the following terms shall have the meanings as set forth below:

- (a) **“Addenda”** means written or graphic documents issued prior to the statement of proposals due date, which clarify, correct or change any or all of the Contract Documents.
- (b) **“Additional Services”** shall have the meaning set forth in Section 2.3.
- (c) **“Contract Documents”** means this Agreement (including all exhibits attached hereto), the Request for Proposals to Conduct the South Meadows Redevelopment Considerations Study (RFP No. RFP-AUTH-004) (including all documentation accompanying the RFP, and any documentation posted by the Authority prior to the Notice of Award, including any addenda, responses to any questions and answers, all documentation submitted by Proposer in connection with the RFP, including the Proposal dated March 11, 2024, submitted by Consultant), Notice Of Award, and any Requests, written amendments, work orders, modifications or amendments which may be issued after execution of this Agreement. The Contract Documents constitute the entire Agreement between the parties concerning the Study, and all are fully incorporated as if fully set forth herein. To the extent a conflict exists among or between this Agreement, the RFP and the Proposal, the provisions of this Agreement shall control. The Parties agree that the full scope of services, including means, methods, specifications and terms are set forth in the RFP and the Proposal and those services shall be provided as set forth in the RFP or the Proposal, as applicable, without repetition in this Agreement unless otherwise modified and agreed to by the Authority accepting the Proposal and such modification is set forth in writing herein or otherwise specifically incorporated into this Agreement. Any repetition of terms and conditions from the RFP in this Agreement does not affect or vitiate any of the terms and conditions set forth in the RFP, unless such terms and conditions are specifically described as modified, altered or eliminated in this Agreement. Any conflict between or among the Contract Documents shall be resolved by reference to this Agreement first, the RFP second, and the Proposal third unless specifically provided for otherwise in this Agreement.
- (d) **“Effective Date”** means the date set forth above in this Agreement.
- (e) **“Laws And Regulations”** means any and all applicable current or future laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction over the Authority, Consultant and any Consultant Subcontractor, or the performance of the Study.

- (f) **“Notice Of Award”** means written notification from the Authority to the apparent Proposer(s) which states that the Authority has accepted Proposer’s proposal and sets forth any remaining conditions that must be fulfilled by such Proposer before the Authority executes the Agreement.
- (g) **“Request(s)”** shall have the meaning set forth in Section 2.3.
- (h) **“Services”** shall have the meaning set forth in Section 2.1. All provisions herein regarding Services shall also apply to the Additional Services specified in Section 2.3 if such Additional Services are authorized by the Authority pursuant to the terms of this Agreement..
- (i) **“Subcontractor” or “Consultant Subcontractor”** shall be those subcontractors of Consultant identified in the Proposals or otherwise hired by Consultant that Consultant determines to be necessary for Consultant to perform the Services. By way of example, and not limitation, a Subcontractor may be a licensed laboratory, licensed asbestos inspectors, drillers, surveyors, wetlands or soil scientists, or other environmental or building engineers Consultant proposes as necessary to carry out the Study.

1.2 Construction And Interpretation

For purposes of this Agreement:

- (a) Capitalized terms used herein shall have the meanings set forth herein;
- (b) Whenever nouns or pronouns are used in this Agreement, the singular shall mean the plural, the plural shall mean the singular, and any gender shall mean all genders or any other gender, as the context may require;
- (c) Words that have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided;
- (d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with “generally accepted accounting principles,” and the term “generally accepted accounting principles” with respect to any computation required or permitted hereunder shall mean such accounting principles that are generally accepted as of the Effective Date of this Agreement;
- (e) The words “herein,” “hereof” and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular Section or Subsection;
- (f) Reference to any particular party shall include that party’s employees and the authorized agents of that party;

- (g) All references to agreements are references to the agreements as the provisions thereof that may be amended, modified or waived from time to time;
- (h) The captions contained in this Agreement have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the terms of provisions of this Agreement;
- (i) The Recitals, Exhibits and Schedules (if any) attached hereto are hereby incorporated into this Agreement and shall be deemed to be a part hereof;
- (j) The words “include” and “including” shall be deemed to be followed by the words “without limitation”; and
- (k) The Parties hereby acknowledge that the Parties and their counsel have reviewed this Agreement and hereby agree that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall NOT be employed in the interpretation of this Agreement, or any exhibits or amendments hereto.

2. SCOPE OF WORK

2.1 Consultant’s Responsibilities

Consultant shall be responsible for furnishing all labor, materials, supplies, tools, Subcontractors, equipment and incidentals thereto to provide the Study to the Authority including, but not limited to, the services described Exhibit A (the “Services”)._

2.2 Performance And Completion Of Services

Consultant agrees to perform the Services and any Additional Services as hereinafter defined as an independent consultant, consistent with:

- (a) Any and all instructions, guidance and directions provided by the Authority to Consultant;
- (b) The Contract Documents;
- (c) Sound consulting, environmental, engineering and land surveying practices or any such sound practices exercised by any Subcontractor;
- (d) The level of care and skill exercised by members of the consulting, environmental, engineering and land surveying field practicing under similar conditions and circumstances;
- (e) All Laws And Regulations; and

- (f) Any Request (as hereinafter defined) pursuant to which such Services are rendered.

Items (a) through (f) above are hereinafter collectively referred to as the “Standards.”

2.3 Request For Additional Services

At its discretion, the Authority, through an Authorized Representative, as defined in Section 2.5 below, may request and authorize Consultant to perform additional services in addition to those set forth in the Proposal in the event additional such services are required in furtherance of the Study or if additional services are determined by the Authority, in its sole discretion, to be necessary for the assessment of the environmental needs and knowledge necessary for the future development of the South Meadows Site (“Additional Services”). In such event, the Consultant’s Authorized Representative shall submit a detailed Scope of Services required for such Additional Services, together with an estimate of the time, cost, and expenses for such services. In such cases, the Authority will request performance of such Additional Services by means of a written request in accordance with the format of **Exhibit D** attached hereto and made a part hereof (a “Request”). Accordingly, upon receipt and acceptance of a written Request, Consultant will perform such Additional Services described in such Request in accordance with the terms of this Agreement and such Request.

2.4 Study Schedule

The schedule for the performance of the Services, as specified in Section 2.1, to be performed by the Consultant is set forth in **Exhibit B**.

2.5 Authorized Representative Of The Authority

Consultant will only perform Additional Services upon request from an Authorized Representative of the Authority. For purposes of this Agreement, the terms “Authorized Representative of the Authority” or “Authorized Representative” shall mean the Authority’s President (the “President”), or any person designated in writing to Consultant by the President. Any Additional Services performed at the request of anyone who is not an Authorized Representative shall not be paid for by the Authority. The Authority and Consultant shall from time to time mutually agree on the method and manner of performing such Additional Services.

2.6 Direction of Services

The Authority and/or its Authorized Representative may, where necessary or desired, provide Consultant with instructions, guidance and directions in connection with Consultant’s performance of the Services hereunder.

2.7 The Authority’s Inspection Rights

Consultant’s performance of the Services hereunder, as well as Consultant’s work products resulting from such performance, are subject to inspection by the Authority. Inspections may

be conducted at any time by the Authority. In the event of an inspection, Consultant shall provide to the Authority any documents or other materials that may be necessary in order for the Authority to conduct the inspection. If, after any such inspection, the Authority is unsatisfied with Consultant's performance of the Services hereunder or any of the work products resulting therefrom, Consultant shall, at the direction of the Authority, render such performance or work products satisfactory to the Authority at no additional cost or expense to the Authority and without any extension of the Project Schedule for the remaining Services. For purpose of this Section 2.6, the Authority shall mean the Authority and/or its Authorized Representative.

2.8 Access, Schedule & Performance

2.8.1 Commencing on the Effective Date, the Authority shall grant access to the South Meadows Site to Consultant and its subcontractors during, 9:00am-5:00pm, unless a request is made to the Authority to perform the Site work earlier or later, and access only those areas of the Site necessary for Consultant to perform the Services hereunder, provided that:

- (a) Consultant shall not interfere with the business and administrative operations or activities being conducted on the Site by the Authority or any other person or entity;
- (b) Consultant directly coordinates with the Authority on such access and Consultant's storage of any equipment or materials on the Sites; and
- (c) Consultant is in compliance with all of the terms and conditions of this Agreement.

2.8.2 Consultant understands and agrees that it is required to seek approval from the Connecticut Department of Energy and Environmental Protection and/or TRC in order to take soil samples, drill borings, and install groundwater monitoring wells, as Consultant determines appropriate to perform its Services. Consultant shall coordinate with the Authority to the extent it seeks such approvals. Consultant is permitted take samples of the building materials at the South Meadows Site upon the review and approval of a plan for such sampling submitted to the Authority. Consultant shall be responsible for the proper storage, maintenance transportation and disposal of any waste materials generated from the sampling and the testing performed under this Agreement. Consultant shall also be responsible for characterizing the contents of any waste and purged water derived from the testing performed hereunder prior to disposal and arranging for proper disposal of such waste and/or wastewater in accordance with all Law and Regulation. If the waste or wastewater derived from the testing performed hereunder is required to be removed as hazardous waste in accordance with the Resources Conservation and Recovery Act, 42 U.S.C. § 6901 et. seq., or waste in accordance with the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq. or any other applicable environmental law, the Authority agrees to execute the manifests and/or other documentation as may be necessary as the owner of the Properties.

2.8.3 Consultant covenants that all Services and all activity conducted by Consultant

and/or its subcontractors shall be performed strictly in accordance with Law and Regulation. During the performance of the Services Consultant shall keep the Properties or cause the Properties to be free from accumulation of debris or rubbish solely caused by the Services and will leave the Properties free of such materials. In the event the Properties are damaged by the Consultant or its subcontractors, the Properties shall be restored to its approximate pre-existing conditions, normal wear and tear excepted. Upon completion of the Services performed hereunder, Consultant shall, at its sole cost and expense, reasonably restore any areas disturbed in connection with its Services to as nearly their condition as existed prior to the Services as is practical. Pavement within disturbed portions of the testing area, if any, shall be reasonably patched and/or restored. Upon request of the Authority, Consultant shall remove the wells installed and reasonably restore the borings. This provision shall survive termination of this Agreement.

2.8.4 Notwithstanding the Schedule for Services set forth in Exhibit B, Consultant shall share any raw data, sampling reports and boring logs with the Authority as it becomes available.

2.9 The Authority Right to Exclude Certain Individuals

Without limitation of Consultant's overall responsibility for the acts and omissions of all on-site personnel, other employees, and its Subcontractors the Authority reserves the right to exclude anyone from the site who the Authority reasonably believes is a danger to themselves or any other Person, or to the Authority property.

2.10 Lobbying And Paying Finder's Fees

Pursuant to the *Connecticut General Statutes*, the Authority is prohibited from retaining or hiring a lobbyist as defined in section 1-91 of the *Connecticut General Statutes* or paying a finder's fee for any Services provided to the Authority. Therefore, Consultant shall not (and shall represent and confirm that its Subcontractors shall not) provide the Authority with any lobbying services, or receive, pay, or distribute any finder's fees under this Agreement.

2.11 Progress Reports

In addition to the reports identified in the Services Schedule, if requested by the Authority, Consultant agrees to provide a progress report to the Authority by the 10th day of each calendar month for the Services which Consultant is performing. The report is to contain the following information in the format given:

- (a) Title of task;
- (b) Description of task;
- (c) Original schedule;
- (d) Original estimated budget by month in dollars and hours;

- (e) Progress in preceding month;
- (f) Estimated dollars and hours spent in preceding month;
- (g) Dollars and hours spent monthly, to date;
- (h) Problem areas; and
- (i) Description of activities for the coming month and estimated hours and dollars for such activities.

2.12 Proprietary Information

Consultant shall not use, publish, distribute, sell or divulge any information obtained from the Authority by virtue of this Agreement for Consultant's own purposes or for the benefit of any person, firm, corporation or other entity (other than the Authority) without the prior written consent of the Authority. Any report or other work product prepared by Consultant in connection with the performance of the Services hereunder shall be owned solely and exclusively by the Authority and cannot be used by Consultant for any purpose beyond the scope of this Agreement without the prior written consent of the Authority. Any material designated by the Authority in accordance with applicable law as confidential shall not be disclosed to any third parties without the prior written consent of the Authority. However, Consultant acknowledges that the Authority is subject to the Connecticut Freedom of Information Act and the Authority must disclose certain documents in accordance with said statutes. Consultant retains all of its rights in its inventions, expressions, know how, techniques, skills, knowledge and experience and materials used by it generally or provided by it generally to clients, and Consultant shall not be restricted in any way with respect thereto. The restrictions and agreements set forth in this Section 2.11 shall not apply to any information:

- (a) Which at the time disclosed to or obtained by Consultant is in the public domain;
- (b) Which becomes part of the public domain through no act, omission or fault of Consultant;
- (c) Which Consultant's records demonstrate was developed independently by Consultant or was received by Consultant from a third party which Consultant had no reason to believe had any confidentiality or fiduciary obligation to the Authority with respect to such information;
- (d) Which is required to be disclosed by law, including, without limitation, pursuant to the terms of a subpoena or other similar document; provided, however, Consultant shall give prior timely notice of such disclosure to the Authority to permit the Authority to seek a protective order, and, absent the entry of such protective order, Consultant shall disclose only such Confidential Information that Consultant is advised by its counsel must be disclosed by law; or

(e) Following the lapse of five years after disclosure of such information to Consultant.

2.13 Books and Records

Consultant shall maintain proper books and records containing complete and correct information on all Services performed by Consultant pursuant to this Agreement in accordance with generally accepted accounting principles and practices. The Authority has the right to inspect and review all such books and records during Consultant's business hours.

2.14 Status of Consultant

The Authority and Consultant acknowledge and agree that Consultant is acting as an independent Consultant in performing any Services for the Authority hereunder and that Consultant shall perform such Services in its own manner and method subject to the terms of this Agreement. Nothing in this Agreement shall be construed or interpreted as creating a partnership, a joint venture, an agency, a master-servant relationship, an employer-employee relationship or any other relationship between the Authority and Consultant other than that of an owner and an independent contractor. Consultant is expressly forbidden from transacting any business in the name of or on account of the Authority, and Consultant has no power or authority to assume or create any obligation or responsibility for or on behalf of the Authority in any manner whatsoever.

2.15 Subcontractors

Consultant shall engage those Subcontractors identified on Exhibit C or, upon notice to the Authority, any substitute Subcontractors. Consultant shall require its Subcontractors to abide by the specific terms and conditions of this Agreement, including but not limited to Sections 2.10, 2.12, and Article 8, including providing all Representations and Certifications required in Article 8. Moreover, Consultant's subcontracts with such subcontractors shall specifically provide that, in the event of a default by Consultant thereunder or under this Agreement, the Authority may directly enforce such subcontracts, receive the analyses, benefits and reports, as applicable, of the Subcontractors, and make payments thereunder. Consultant shall provide the Authority with all contracts, amendments, books, records, accounts, correspondence and other materials necessary to enforce such subcontracts. Consultant's subcontracts with its subcontractors shall specifically include the Authority as a third party beneficiary and shall provide that such subcontractors shall not be excused from any of their obligations under such subcontracts by reason of any claims, setoffs, or other rights whatsoever that they may have with or against Consultant other than through such subcontracts.

At all times, Consultant shall remain responsible for the acts and omissions of its Subcontractors, if any, and of all persons directly or indirectly employed by Contractor in connection with the Services.

Consultant shall promptly pay any Subcontractor, and shall not create or permit to be created any lien upon or against the Properties, any portion of the Properties, or any assets of the

Authority, and Consultant shall not , cause or suffer any other matter or thing whereby the rights of the Authority in its Properties might be diminished or impaired.

If any lien is created by Consultant, or any Subcontractor, then Consultant, within twenty (20) days after notice of the filing thereof, shall cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

2.16 Consultant's Employees

All persons employed by Consultant shall be subject and responsible solely to the direction of Consultant and shall not be deemed to be employees of the Authority.

2.17 Restrictions On Parties

This Agreement shall not be construed to restrict either the Authority or Consultant from entering into other consulting agreements similar to this one with other parties, provided however Consultant shall not render services to another which would either be in conflict with the interests of the Authority or prevent Consultant from performing hereunder. Consultant shall not assign this Agreement or subcontract any of the Services to be performed hereunder without the prior written consent of the Authorized Representative.

3. COMPENSATION AND PAYMENT

3.1 Compensation Schedule

Consultant shall be compensated for the Services in a manner set forth in this Section 3 and the costs and expenses shall not exceed the overall budget for such task as set forth in the Services Budget attached hereto as Exhibit C, which also includes a schedule of hourly rates, costs and fees for Consultant Services. If, during Consultant's performance of such Services, there is a change in Consultant's estimated time, cost or expenses for such Services based upon a Request made by the Authority as set forth in Section 2.3, the Services Budget shall be adjusted accordingly but in no event shall it be exceeded without prior approval by the Authority Representative. The Authority shall not pay for any Services rendered or expenses incurred by Consultant in excess of those included in the Services Budget unless specifically authorized in advance and in writing by the Authorized Representative.

To the extent that the Authority Representative authorizes any costs, fees or expenses over the Services Budget, those costs, fees and expenses shall not exceed ~~those the rates~~ set forth in the schedule set forth in Exhibit C. Any Service provided by Consultant to the Authority not specifically set forth in the Services Budget must be approved in advance by the Authority or its Authorized Representative. Any Services rendered by Consultant that were not approved in advance by the Authorized Representative shall not be paid by the Authority even if said Services were requested by other Authority staff.

The Authority will not reimburse the costs of first-class travel and expects that travel arrangements will take advantage of any cost-effective discounts or special rates. Any costs for air or train travel must be pre-approved in writing by the Authority Representative. Out of pocket expenses shall be reimbursed at cost provided they are consistent with the Authority's Travel and Expense Reporting document attached hereto and made a part hereof as Exhibit E, except that Consultant will be deemed to have met the Authority's "Receipt" requirements of such document if Consultant provides to the Authority with each billing

- (a) Receipts for all items greater than or equal to \$25 and
- (b) Copies of the Consultant's expense forms itemizing expenses incurred in providing Services to the Authority.

Consultant shall not be compensated for any time spent preparing any billing documentation, or any information requested by the Authority's in house accountants/auditors or outside auditors, State of Connecticut auditors, or the Authority in house accounting department, or related materials.

3.2 Bill Format

Notwithstanding the Project Budget is a not-to-exceed Project Budget, Consultant shall render a bill to the Authority each month for all of the Services performed and all of the costs and expenses incurred in the immediately preceding month pursuant to this Agreement. Each monthly bill shall contain at least the following information:

- (a) The name, title and billing rate for each person performing Services for which payment is sought;
- (b) A description of the Services performed by each person by task;
- (c) The time spent by each person;
- (d) Separate listing of all expenses incurred including copies of receipts or sub-consultant invoices;
- (e) The time period covered by the bill;
- (f) The Request for Service name and number to be charged;
- (g) The contract number for this Agreement (to be provided by the Authority); and;
- (h) The request for services identification number, if appropriate.

Consultant shall not carry forward balances. If a previous bill is unpaid, Consultant shall resubmit that periodic bill for payment. Group or block billing is not acceptable and bills with such billing will be returned unpaid to the firm for clarification and itemization.

Bills shall be accompanied by an itemization of disbursements and costs (long-distance calls, photocopying, transcripts, expert witnesses, court costs, etc., if any) and travel expenses shall be itemized separately to indicate travel, lodging, business meeting, meals, taxis and limousines and other expenses (specially detailed). Disbursements will be reimbursed at the firm's cost.

Consultant shall be solely responsible for the reporting of and payment of federal, state, and local income taxes, FICA and FUTA contributions and shall maintain any insurance coverage required by state or federal law in addition to any insurance required hereunder.

The format for all monthly bills is attached hereto as **Exhibit F** and made a part hereof.

3.3 Payment Procedure

If the Authority determines, in its sole discretion, that

- (a) The Services for which Consultant is requesting payment have been properly performed and completed in conformance with the Standards,
- (b) Consultant is not in default hereunder,
- (c) Consultant has not exceeded the Services Budget for that task set forth in Exhibit C, unless otherwise approved by the Authorized Representative, but in no event shall the Services Budget be exceeded,
- (d) the Authority does not dispute the amount of the payment requested, and
- (e) The bill contains all of the information required hereunder,

then the Authority shall pay the amount requested within thirty (30) calendar days after its receipt of such bill.

If, however,

- (a) the Authority determines that any of the Services for which Consultant has requested payment is not in conformance with the Standards, the task budget or is in excess of the Services Budget,
- (b) Such bill does not contain all the requisite information, or
- (c) Consultant is in default hereunder,

then the Authority may, in its sole and absolute discretion, withhold all or a portion of the payment requested by Consultant and Consultant shall, if requested by the Authority, immediately take, at Consultant's sole cost and expense, all action necessary to render such Services and/or bill in conformance with the Standards, or to cure such default.

The Authority shall have no obligation under this Agreement to pay for any Services that the Authority determines have not been performed and/or completed in conformance with the Standards, and the Authority shall have no obligation to pay Consultant any amount due Consultant under this Agreement if Consultant is in default hereunder. If the Authority disputes the amount in any written request for payment submitted by Consultant, the Authority shall have the right to withhold the disputed amount until the dispute is settled. The Authority shall notify Consultant of any disputed amount and the reason(s) for disputing such amount.

3.4 Accounting Obligations

Consultant shall maintain books and accounts of the costs incurred by Consultant in performing the Services pursuant to this Agreement by contract number and in accordance with generally accepted accounting principles and practices. The Authority, during normal business hours, for the duration of this Agreement, shall have access to such books and accounts to the extent required to verify such costs incurred.

3.5 Withholding Taxes And Other Payments

No FICA (social security) payroll tax, state or federal income tax, federal unemployment tax or insurance payments, state disability tax or insurance payments or state unemployment tax or insurance payments shall be paid or deposited by the Authority with respect to Consultant, nor be withheld from payment to Consultant by the Authority. No workers' compensation insurance has been or will be obtained by the Authority on account of the Services to be performed hereunder by Consultant, or any of Consultant's employees or sub-consultants. Consultant shall be responsible for paying or providing for all of the taxes, insurance and other payments described or similar to those described in this Section 3.5 and Consultant hereby agrees to indemnify the Authority and hold the Authority harmless against any and all such taxes, insurance or payments, or similar costs which the Authority may be required to pay in the event that Consultant's status hereunder is determined to be other than that of an independent Consultant.

3.6 State of Connecticut Taxes

Pursuant to Section 22a-270 of the *Connecticut General Statutes* (as the same may be amended or superseded from time to time), the Authority is exempt from all State of Connecticut taxes and assessments ("Connecticut Taxes"), and the payment thereof. Without limiting the generality of the preceding sentence, the sale of any services or tangible personal property to be incorporated into or otherwise used or consumed in the Services provided to the Authority is exempt from Connecticut Taxes, including without limitation Connecticut sales and use taxes, wherever purchased. Accordingly, Consultant shall not include in the fees, and Consultant shall not charge or pass through any Connecticut Taxes to the Authority, including that portion of any combined tax or assessment representing any Connecticut Taxes, regardless of whether Consultant has incurred any Connecticut State Taxes in its performance of the Agreement.

The Authority expresses no opinion as to the eligibility for any tax exemption, or refund or other reimbursement, including without limitation any Connecticut Taxes, with respect to tangible personal property purchased at any location for use in the performance of Services contemplated by this Agreement.

Consultant should consult with its tax advisor and/or its attorney, and the Connecticut Department of Revenue Services (“DRS”) and any other applicable tax authority, with regard to such tax authorities’ policies, procedures, recordkeeping and filing requirements for reimbursement of any taxes, including without limitation Connecticut Taxes, paid in the performance of Services contemplated by this Agreement, and whether or not there is a mechanism available to Consultant for the reimbursement of taxes, including without limitation Connecticut Taxes, paid on fuel purchased for use in the performance of the Services contemplated by this Agreement.

Consultant and the Authority agree that Consultant is and shall act as an independent contractor. Notwithstanding Consultant’s status as an independent contractor, but without limiting Consultant’s obligation hereunder to pay, and be solely responsible for, any Connecticut taxes levied, imposed or applicable to the Services, for the sole purpose of allowing the Authority to benefit from the aforesaid exemption, the Authority shall designate, and Consultant has agreed to act, as the Authority’s agent in purchasing services and equipment, machinery, parts, materials, supplies, inventories, fuel, and other items necessary to perform the Services hereunder for the account of the Authority, and with funds provided as reimbursement therefore by the Authority.

3.7 Audit

The Authority reserves the right to review the reasonableness of all bills and expenses as they are billed to the Authority by Consultant. Upon reasonable notice from the Authority, Consultant agrees to allow the Authority to audit Consultant’s files pertaining to the Authority’s Services assigned to Consultant. Any such audit will be conducted on Consultant’s premises and Consultant will be expected to produce any pertinent file information requested including Consultant’s time and expense records.

For an audit, Consultant shall provide the following:

- (a) Access to files, records, bills in electronic forms, electronic daily billing reports and summaries;
- (b) Each employee’s original bills and time slips for the services;
- (c) A list of hourly rates for each employee providing Services; and
- (d) A detailed explanation of Consultant’s billing methods.

The Authority reserves the right to seek reimbursement of inappropriately billed time or expenses.

4. TERM OF AGREEMENT

4.1 Term

The term of this Agreement shall commence upon the Effective Date and shall terminate on the date performance of the Services has been completed as set forth in Exhibit B (the Project Schedule) (“Completion Date”) unless sooner terminated by the Authority in accordance with Section 4.3.

4.2 Time Is Of The Essence

The Authority and Consultant hereby acknowledge and agree that time is of the essence with respect to Consultant’s performance of the Services hereunder. Accordingly, upon Consultant’s execution of this Agreement or the receipt and acceptance of a Request, as applicable, Consultant shall immediately commence performance of the Services requested and continue to perform the same during the term of this Agreement in order to complete all of the Services requested by the Completion Date set forth in the Exhibit B or such Request, if any.

4.3 Termination

This Agreement may be terminated by the Authority upon at least thirty (30) days advance written notice.

Upon receipt of such written notice from the Authority, Consultant shall immediately cease work on any and all the Authority matters, unless otherwise directed in writing by the Authorized Representative. Upon termination of this Agreement pursuant to this Section 4.3,

- (a) the Authority shall pay Consultant for all Services performed by Consultant prior to the termination date, provided:
 - (1) the Authority has determined that such Services have been performed by Consultant in conformance with the Standards;
 - (2) Payment for such Services has not been previously made or is not disputed by the Authority;
 - (3) Consultant is not in default hereunder; and,
 - (4) Consultant has performed all its obligations under this Section 4.3 to the Authority’s satisfaction, and
- (b) the Authority shall have no further liability hereunder.

Except for the payment that may be required pursuant to the preceding sentence, the Authority shall not be liable to Consultant in any other manner whatsoever in the event the Authority exercises its right to terminate this Agreement.

Consultant shall transmit to the Authority originals or copies of any and all material prepared, developed or obtained under this Agreement in Consultant's possession within thirty (30) days of receipt of the written notice of termination unless otherwise directed by the Authorized Representative.

4.4 Records And Documents

Consultant shall retain and maintain accurate records and documents relating to the performance of Services under this Agreement for a minimum of three (3) years after final payment by the Authority and shall make them available for inspection and audit by the Authority. Consultant's obligations under this Section 4.4 shall survive the termination or expiration of this Agreement.

5. INDEMNIFICATION

5.1 Consultant's Indemnity

Consultant shall at all times protect, defend, indemnify and hold harmless the Authority and its board of directors, officers, agents and employees from and against any all liabilities, actions, claims, damages, penalties, fines, violations, sanctions, liens, debts, charges, losses, judgments, interest, personal injuries, workers' compensation payments, costs and expenses (including but not limited to attorneys' fees and other professionals' fees and court costs) (collectively, "Costs") arising directly or indirectly in connection with any and all Third Party (including employees of Consultant and the Authority) suits, claims, actions and causes of action, fees, damages, administrative proceedings, losses, obligations, penalties, assertions, judgments, inquiries, demands, investigations and proceedings pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising directly or indirectly from: (i) any misrepresentation or breach of any representation or warranty herein by Consultant; (ii) acts of negligent commission or omission by Consultant with respect to the performance of its obligations hereunder; (iii) any other breach of this Agreement by Consultant; (iv) any act of negligent commission or omission by Consultant with respect to oversight and management of any of the Services performed in this Agreement; (v) any environmental contamination or pollution caused by the negligent, reckless commission or willful misconduct of Consultant, including but not limited to the unlawful disposal wastes, oils, contaminants, hazardous wastes, substances or materials or any release of whatever kind or nature that causes or contributes to pollution of the soil, surface waters or groundwater; (vi) any breach of contract, or negligent act or omission by Consultant that gives rise to a claim of liability against the Authority arising out of or from the Services; and (vii) for or on account of any injuries to persons or damage to property or nuisances or trespasses, and specifically including death and consequential damages, arising out of or in consequence of the negligent acts or omissions of the Consultant in the performance of the Services covered by the Agreement, whether by the Consultant or his agents, employees, or subcontractors and whether or not such claims, demands, suits, or

proceedings are just, unjust, groundless, false or fraudulent; and the Consultant shall and does hereby assume and agrees to pay for the reasonable defense of all such claims, demands, suits and proceedings. Contractor shall use counsel reasonably acceptable to the Authority in performing its obligations under this Article 5.

With respect to damages, costs, liabilities, and expenses that arise or are alleged to arise out of the Consultant's acts, errors, or omissions in the performance of the professional services, to the fullest extent permitted by law, the Consultant agrees to indemnify and hold the Authority harmless from and against liabilities, damages and costs (including reasonable attorney's fees) to the extent caused by the negligence of the Consultant in performance of services under this Agreement.

Consultant further undertakes to promptly reimburse the Authority for damages to real and personal property of the Authority caused by Consultant or any of its directors, officers, employees, agents or Subcontractors, in the event the Authority, without waiving any Claims it may have against Consultant, restores the damages to the property. The existence of insurance shall in no way limit the scope of this indemnification. Consultant's obligations under this Section 5.1 shall survive the termination or expiration of this Agreement.

6. INSURANCE

6.1 Insurance

At all times during the term of this Agreement, Consultant shall, at its sole cost and expense, procure and maintain the insurance coverages described below for claims which may arise from or in connection with the work set forth in the Proposal and the Services hereunder (the "Work") performed by the Consultant and those for whom they are legally responsible.

The Authority reserves the right to waive, at its sole and absolute discretion, in whole or in part, any of the required insurances specified in this Section 6.

Prior to execution of any Request pursuant to Section 2.3 of this Agreement, the Authority may elect to require additional lines of insurance, increase or decrease the dollar amounts of some or all of the insurance, or make other changes to the insurance provisions based upon the specific scope of services outlined in a Request. If additional insurance is required by the Authority for a Request, costs will be discussed at the time the Request terms are negotiated.

(a) Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability insurance as specified by the most recent version of ISO Form Number CG 001 (occurrence).
2. Automobile Liability insurance as specified by the most recent edition of ISO Form Number CA 0001, Symbol 1 (any auto). An MCS 90 Endorsement and a CA 9948 Endorsement shall be attached **if any hazardous materials are transported by the Consultant during its performance of the Work.**
3. Workers' Compensation insurance as required by all states in which the Work is being done and Employer's Liability insurance.
4. Professional Liability insurance if the Consultant or any subcontractor to them is providing engineering and/or design services. The Professional Liability insurance should include coverage for all professional services related to the Work (including design work that preceded this Agreement) and should be kept in force for a completed operations period of at least five years after final completion of the Work.

6.2 Minimum Limits of Insurance

Consultant shall maintain the following limits of liability for the insurance described above:

1. Commercial General Liability:
 - a. \$1,000,000 Each Occurrence for Bodily Injury & Property Damage.
 - b. \$2,000,000 General Aggregate
 - c. \$2,000,000 Products & Completed Operations Aggregate
 - d. \$1,000,000 Personal & Advertising Injury
2. Automobile Liability:
 - a. \$1,000,000 Combined Single Limit Each Accident for Bodily Injury and Property Damage.
 - b. Include Owned, Hired and Non-Owned Auto Liability
3. Workers' Compensation: Statutory limits.
4. Employer's Liability:
 - a. \$500,000 Each Accident
 - b. \$500,000 Disease – Policy Limit
 - c. \$500,000 Disease – Each Employee
5. Professional liability

- a. \$1,000,000 Each Claim unless the compensation to be paid the Consultant is greater than said amount in which case the value shall be that of the Consultant's contract fees.

Note: Contractor may meet these limits in 6.2(a) alone or in combination with Umbrella insurance.

(a) Deductibles, Self-insured Retentions and Uninsured Losses

The Consultant shall be responsible for payment of all deductibles and self-insured retentions on any of the insurance policies required under this Agreement. The Consultant is also responsible for the payment of all losses arising out of its performance of the Work that may not be covered by the insurance policies required under this Agreement.

(b) Other Insurance Provisions

All policies required under this Agreement shall contain the following provisions:

1. The Authority, its directors, officials and employees are to be covered as additional insureds on a primary and non-contributing basis and shall not be in excess of any other insurance, on the following insurance policies purchased by the Consultant:
 - a. Commercial General Liability
 - b. Automobile LiabilityAny insurance maintained by the Authority shall be in excess of any and all insurance maintained by Consultant (and/or its Subcontractors) and shall not contribute with it.
2. The Consultant agrees to notify the Authority at least thirty (30) days in advance of any cancellation or change to insurance coverages required under this Agreement. Notice of cancellation or change in coverage shall be provided to the Authority's Risk Manager by fax to 860-757-7740, or by e-mail to riskmanager@ctmira.org, or by correspondence to the MIRA Dissolution Authority, 300 Maxim Road, Hartford, Connecticut 06114.
3. The Consultant shall waive (and require their insurers to waive) subrogation rights against the Authority for losses and damages incurred under the insurance policies required by this Agreement.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(c) Acceptability of Insurance

Insurance is to be placed with insurers with current A.M. Best ratings of not less than A-VIII, and be lawfully authorized to conduct business in the State of Connecticut. Each policy of insurance maintained pursuant to this Agreement shall be written to provide at least those coverages provided under standard forms therefor as have been approved the State of Connecticut's Insurance Commissioner. .

(d) Verification of Coverage

Consultant shall furnish the Authority with a Certificate of Insurance evidencing the coverages required under this Agreement. All certificates are to be received and approved by the Authority before the Work commences. Consultant shall provide new Certificates of Insurance upon renewal, replacement or addition of any insurance required under this Agreement.

(e) Subcontractors

Consultant shall either include all Subcontractors as insureds under its insurance policies or shall require Subcontractors to provide their own insurance subject to all of the requirements stated herein. All Subcontractors shall provide the Authority with a Certificate of Insurance evidencing coverage in accordance with this Article 6.

6.3 Other Conditions

The Authority shall not, because of accepting, rejecting, approving, or receiving any certificate of insurance required hereunder, incur any liability for:

- (a) The existence, non-existence, form or legal sufficiency of the insurance described on such certificate,
- (b) The solvency of any insurer, or
- (c) The payment of losses.

7. MISCELLANEOUS

7.1 Entire Agreement

This Agreement constitutes the entire agreement and understanding between the parties hereto and concerning the subject matter hereof, and supersedes any previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof. Any conflicts between and among the RFP, the Proposal, and this Agreement shall be resolved by reference to this Agreement first, the RFP second, and the Proposal third.

7.2 Governing Law

This Agreement shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Connecticut as such laws are applied to contracts between Connecticut residents entered into and to be performed entirely in Connecticut, and the Consultant submits to the jurisdiction of any the appropriate courts in the State of Connecticut for the adjudication of disputes arising out of this Agreement.

7.3 Assignment

This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party or such assignment shall be void.

7.4 No Waiver

Failure to enforce any provision of this Agreement or to require at any time performance of any provision hereof shall not be construed to be a waiver of such provision, or to affect the validity of this Agreement or the right of any party to enforce each and every provision in accordance with the terms hereof. No waiver of any provision of this Agreement shall affect the right of the Authority or Consultant thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default involving such provision or any other provision. Making payment or performing pursuant to this Agreement during the existence of a dispute shall not be deemed to be and shall not constitute a waiver of any claims or defenses of the party so paying or performing.

7.5 Modification

This Agreement may not be amended, modified or supplemented except by a writing signed by the parties hereto that specifically refers to this Agreement. Any oral representations or letters by the parties or accommodations shall not create a pattern or practice or course of dealing contrary to the written terms of this Agreement unless this Agreement is formally amended, modified or supplemented in writing and executed by duly authorized representatives of the parties.

7.6 Notices

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed via certified first class mail return receipt requested postage prepaid or overnight express mail service to the pertinent address below.

(a) If to the Authority:

MIRA Dissolution Authority
300 Maxim Road
Hartford, Connecticut 06114

With a copy to:

MIRA Dissolution Authority
300 Maxim Road
Hartford, Connecticut 06114
Attention: President

(b) If to Consultant:

Attention: _____

7.7 Binding Effect

This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

7.8 Severability

the Authority and Consultant hereby understand and agree that if any part, term or provision of this Agreement is held by any court to be invalid, illegal or in conflict with any applicable law, the validity of the remaining portions of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid, illegal or in conflict with any applicable law.

7.9 Whistleblower Protection

If any officer, employee or appointing authority of the Consultant takes or threatens to take any personnel action against any employee of the Consultant in retaliation for such employee’s disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of *Connecticut General Statutes* Section 4-61dd, the Consultant shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day’s continuance of the violation shall be deemed to be a separate and direct offense. The Consultant shall post a notice in a conspicuous place which is readily available for viewing by employees of the provisions of *Connecticut General Statutes* Section 4-61dd relating to large state contractors.

7.10 Counterparts

This Agreement may be executed in any number of counterparts by the parties hereto. Each such counterpart so executed shall be deemed to be an original and all such executed counterparts shall constitute but one and the same instrument.

7.11 Further Assurances

Each party shall take such action and deliver such instruments to the other party, in addition to the actions and instruments specifically provided for herein, as may reasonably be requested or required to effectuate the purposes or provisions of this Agreement.

8. REPRESENTATIONS AND CERTIFICATIONS

In accordance with Connecticut Public Act 21-765, in signing this agreement, the applicable signatories to this agreement agree to the following representations and certifications set forth below. For purposes of this Section 8 and all subsections hereof, “Contractor” and “Consultant” shall have the same meaning.

8.1 Non-Discrimination

- a. For purposes of this Section, “Contractor”, “contractor” and “Consultant” shall have the same meaning, “Contract”, “contract” and “Agreement” shall have the same meaning and other otherwise undefined terms have the meaning ascribed to them in Connecticut General Statutes § 4a-60g.
- b. Pursuant to Connecticut General Statutes § 4a-60:
 1. The Contractor agrees and warrants that in the Performance of this 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, status of a veteran, 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 ensure 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, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;
 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 (the “Commission”);

3. the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under 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 Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f;
 5. the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56; and
 6. if the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.
- c. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- d. Pursuant to Connecticut General Statutes § 4a-60a:
1. The Contractor agrees and warrants that in the performance of this Contract such Contractor will not discriminate or permit discrimination against any person or

group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

2. the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Contract or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Contractor's commitments under this Section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 3. the Contractor agrees to comply with each provision of this Section and with each regulation or relevant order issued by said commission pursuant to Connecticut General Statutes §46a-56; and
 4. the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes §46a-56.
- e. The Contractor shall include the provisions of subsection (d) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contractor contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- f. Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by either (A) having provided an affirmative response in the required

online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, or (B) initialing this nondiscrimination affirmation in the following box:

8.2 Small Business Application

At the request of the Authority and if Consultant qualifies, Consultant shall apply with the State of Connecticut Department of Administrative Services, and do all that is necessary to make itself qualify, as a Small Business Enterprise (SBE) and/or Minority/Women/Disabled Person Business Enterprise (MBE) in accordance with *Connecticut General Statutes* Section 4a-60g.

8.3 Iran Energy Investment Certification.

a. Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

b. If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section, it shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Consultant is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the state agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Agreement.

8.4 Consulting Agreements Representation.

Pursuant to section 4a-81 of the Connecticut General Statutes, the Contractor and its authorized signatory represents that Contractor:

[select response below by initialing]

	has NOT entered into any consulting agreements in connection with this Agreement.
	has entered into consulting agreement(s) in connection with this Agreement, as described in the Consulting Agreement Representation attached hereto as Exhibit G .

The undersigned, being the person signing the Agreement, swears that the representation in this Section of the Agreement is true to the best of my knowledge and belief, and is subject to the penalties of false statement.

For purposes of this Consulting Agreements Representation "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the state, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

8.5 Campaign Contribution And Solicitation Limitations

For all state contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, by signing this agreement, the authorized signatory to this Agreement represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_10_final.pdf. The Contractor makes the representations set forth in the Campaign Contribution Certification (OPM Form 1) attached hereto as **Exhibit H**.

8.6 Large State Contract Representation for Contractor.

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, by signing this agreement, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- a. That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in

the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;

b. That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

c. That the Contractor did not participate in any part of the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; that no agent, representative, or employee of the State participated directly in the preparation of the Proposer's Proposal and that the submitted Proposal is in all respects fair and is made without fraud or collusion with any person.

8.7 The Authority Representation Concerning Gifts

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, in signing this agreement, the authorized signatory of the Authority represents that the selection of the most qualified or highest ranked person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

9. CONSULTANT REPRESENTATIONS REGARDING ITSELF

In signing this Agreement, Consultant hereby represents and warrants to the Authority that as of the Effective Date:

- (a) Consultant is a ~~[redacted company]~~ Massachusetts Corporation duly organized, validly existing and in good standing under the laws of the State of Connecticut. Consultant is qualified to do business in the State of Connecticut. Consultant's Connecticut taxpayer identification number is ~~_____~~ .04-2601194.
- (b) The execution and delivery of this Agreement by Consultant and its performance hereunder (i) has been duly authorized by all requisite action, (ii) will not require any approval by any Governmental Authority and (iii) will not violate any provision of Law and Regulation or any indenture, agreement or other instrument to which Consultant is a party or by which Consultant is bound, or be in conflict with, result in a breach of, or constitute a default thereunder or a lien on any property of Consultant.

- (c) This Agreement constitutes the legal, valid and binding obligation of Consultant and is enforceable against Consultant in accordance with its terms.
- (d) All documents, information and materials provided to the Authority by or on behalf of Consultant (including the Proposal) were on the date provided, true and correct in all material respects to the best of Consultant's knowledge.
- (e) There is no action, suit or proceeding involving Consultant, or no existing events or circumstances that could, individually or collectively, reasonably be expected to materially adversely affect Consultant's businesses, operations, assets, properties, or financial stability, or the ability of Consultant to perform fully its obligations under and as contemplated by this Agreement.
- (f) There is no claim, action, suit, arbitration, mediation or proceeding at law or in equity, or before or by any Governmental Authority that is pending against Consultant that could reasonably be expected to have a material adverse effect (i) on the transactions contemplated by this Agreement; (ii) the validity or enforceability of this Agreement; or (iii) Consultant's ability to perform fully the Services and Work.
- (g) This Agreement has been entered into by Consultant following its own independent investigation, examination and due diligence with respect to the subject matter hereof without any representation or warranty (whether express or implied, in fact or in law) by or on behalf of the Authority except as otherwise specifically provided herein.
- (h) Under penalties of perjury, the Consultant has filed all State tax returns and has paid all State taxes required under law and has complied with the State of Connecticut's worker's compensation laws.
- (i) Consultant has substantial expertise and experience in the Services as contemplated hereunder and it is fully qualified to perform the Services and Work in accordance with the terms of this Agreement.
- (j) Consultant has a valid agreement for its Subcontractors, as may be applicable and represents and warrants that such agreements conform and incorporate the terms of this Agreement and required and are enforceable by the Authority.
- (k) Consultant has full approvals, registrations, certificates and permits under Law and Regulation for the conduct of its business and the Services and shall continue to maintain all such approvals, registrations, certificates, and permits through the term of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first written above.

MIRA DISSOLUTION AUTHORITY

By: _____
Mark T. Daley
Its President
Duly Authorized

WESTON & SAMPSON ENGINEERS, INC.

By: _____

[Print/Type Name]
Its _____
[Title]
Duly Authorized

SCOPE OF WORK

This Scope of Work consists of the five Tasks that were specified in the MIRA Dissolution Authority's "Request for Proposals to Conduct the South Meadows Redevelopment Considerations Study" (RFP No. 24-AUTH-004) combined with the resulting Proposal and Project Approach for each Task, as received from Weston & Sampson Engineers, Inc. ("Consultant").

In its proposal, Consultant identified the following four Subcontractors that it would manage in order to complete the Scope of Work, which Subcontractors have been deemed acceptable to the Authority for this work:

- Eagle Environmental, Inc. – Responsible for conducting the hazardous building material (HBM) survey in site buildings and structures and preparing a report on the survey's findings. Eagle will coordinate their work with Weston & Sampson's HBM group.
- Simpson, Gumperz & Heger (SGH) – Responsible for the review and documentation of the site's Flood Protection System and preparing related plans and documents.
- Led By US – Responsible for assistance on preparing a community outreach plan, implementation of the outreach plan, leading periodic public presentations on Study status, and communications with the community.
- Tetra Tech – Responsible for providing HBM support to team and preparing HBM abatement, building and equipment clean-up, and facility demolition cost estimates.

TASK 1 - EXISTING ENVIRONMENTAL CONDITIONS

Task as Specified in the RFP:

The selected Proposer shall review and compile existing background environmental information and analyses concerning the Site as described below:

The South Meadows Site is an "Establishment" under Connecticut's "Transfer Act" stemming from its original development and operation as a coal fired electric plant in the 1920s. It was converted to petroleum fuels by the 1940s and then to its Resource Recovery operation in the early 1980s. In 2001, the site was purchased by the then "Connecticut Resources Recovery Authority" triggering the requirement to investigate and remediate prior environmental contamination. There were 44 "areas of concern" identified through thousands of soil samples taken, and the Site went through 12 years of active remediation work including removal of 60,000 tons of impacted soil, pumping and treatment of ground water, installation of engineered controls, imposition of deed restrictions and environmental land use restrictions.

A Verification Report (indicating that the required remediation of the Site was complete) was initially submitted to CT DEEP on June 26, 2018. However, additional contaminants were

discovered in January 2019 causing rejection of the Verification Report, and requiring additional remediation. This necessary additional remediation activity is presently underway. The work is expected to be completed in early 2024 at which time the Verification Report will be updated and resubmitted. An extensive volume of information is publicly available as a result of these efforts including but not limited to the environmental site assessments, remediation activities and reports, Environmental Land Use Restrictions (ELURs) and Verification Report (listed on Attachment B).

In addition to the steps already taken to shut down the Resource Recovery Facility, a formal “Closure Plan” is required by regulation to be submitted to CT DEEP for its approval prior to implementation. MIRA submitted its formal Closure Plan to CT DEEP in May 2022. The major elements of this work primarily involves additional removal of commercial chemical products, draining and sealing of tanks and vessels, more extensive cleaning of equipment and building surfaces and storm water drainage systems, sealing floor drains, cleaning the coal pond, cleaning and dismantling the duct work that joins the waste processing and power block components of the facility, sealing the cooling and service water intakes and discharges and removing lamps, batteries and smoke detectors. The cost to perform this work is estimated and funded at \$3.3 million.

Comments on the Closure Plan were received from the CT DEEP on October 14, 2022, which MIRA responded to on January 5, 2023. As part of its reply, MIRA agreed to additional work involving non accessible storm drain and floor drain systems, removal of coal, removal of caulking containing PCBs from the former NU Admin Building, coordination with the US Army Corps of Engineers, Greater Hartford Flood Commission, City of Hartford and CT DEEP, and oversight by an independent engineer. Approval of the revised Closure Plan is pending. Copies of the Closure Plan and subsequent correspondences are included as Attachment C.

The Authority engaged TRC Environmental Corporation over an extended period as the Certifying Party for the Site remediation under Connecticut’s Transfer Act (TRC executed a Form III for the Site under Connecticut’s Transfer Act as the Certifying Party). TRC’s role excludes the redevelopment of the Site and is limited to pre-existing (prior to December 2000) environmental conditions and other exclusions, and remediation to commercial/industrial standards based on the then-current site use and configuration of structures. The remediation that has been performed to date includes a number of environmental use restrictions (EURs) which will be included in the review of Existing Environmental Conditions. The Authority separately engaged TRC for the purpose of preparing the Closure Plan for the now shuttered MIRA Resource Recovery Facility. Additionally, the Authority continues to retain TRC under an “On Call” contract and will make copies of its publicly-available work products readily available to the successful Proposer. Some documents are available in hard-copy form only, while others are available in electronic (PDF) form. TRC is not prohibited from proposing as a Proposer or Sub Consultant under this RFP. During the term of the RFP process, Proposers are otherwise prohibited from contacting TRC with any questions regarding this RFP or Site environmental conditions. Proposers should refer to Attachment B for publicly available environmental information.

For this initial task, the selected Proposer shall review and compile existing information and analyses available through the Verification Report, Closure Plan and other sources as necessary

in order to document environmental remediation work completed and planned and how such work impacts upon the immediate environmental needs and knowledge necessary for future redevelopment of Potential Future Uses. The selected Proposer will further assess the impact of an unapproved Verification Report and / or unapproved Closure Plan upon the South Meadows Redevelopment Considerations Study (if applicable).

Consultant's Proposal and Project Approach:

Weston & Sampson will review and compile existing, available environmental information for the Site. This includes relevant documents specified in the RFP and provided in addenda. This includes documentation used to support the Verification Report and Closure Plan and site remediation activities. Weston & Sampson understands that the Verification and Closure Plan have not yet been approved by CTDEEP, and an assessment will be made on the impact of the status of each on the Study. Additionally, the following information will be reviewed as part of this task:

- CTDEEP 2nd Request for Additional Information on Closure Plan, dated January 17, 2024
- Correspondence between the Authority and CTDEEP regarding the status of the Verification available after the RFP submittal date (March 11, 2024)
- Additional environmental use restrictions (EURs) emplaced after the date of the RFP
- Other environmental information available after the RFP Submittal date through the completion of the Study
- Available historical site plans that were not practicably reviewable at the time of this RFP

Weston & Sampson intends to address the Closure Plan requests provided in CTDEEP's January 17th letter in the Study.

TASK 2 - CONCEPTUAL SITE CONSIDERATIONS

Task as Specified in the RFP:

The selected Proposer shall be expected to review and document existing conditions on the Site that may also impact Potential Future Uses and assist in defining portions of the Site suitable for such uses, details of which shall be discussed in the Study. The scope of this portion of the undertaking is expected to include:

- A review and documentation of existing Site infrastructure including Site boundaries, buildings, utilities and other structures historically supporting the Site's energy generation and waste management uses.

- A survey of all buildings for “Hazardous Building Materials” (HBMs – including but not limited to asbestos, lead-based paint, PCBs) in accordance with all applicable Federal, State and Local rules, regulations, and guidance, which shall include:
 - An inspection of all buildings to inventory potential HBMs (types, locations, estimated quantities)
 - A sampling of potential HBMs to confirm status
 - An estimate of the costs to abate all HBMs for building renovation or demolition
 - An estimate of the costs to demolish all buildings following HBM abatement

- A review and documentation of the roles and responsibilities of the Army Corps of Engineers, Greater Hartford Flood Commission and Property Owner in the ongoing inspection, maintenance and operation of the Site’s Flood Protection System. Such a review shall include: dike penetrations being dealt with in the Closure Plan, other legacy penetrations associated with prior Site uses, and other Site infrastructure encroachments on the Flood Protection System. In this context, the selected Proposer will specifically address the following:
 - A review of a letter dated May 10, 2022, including its associated Appendices A through D, from the Greater Hartford Flood Commission (GHFC) to the Materials Innovation and Recycling Authority RE: Hartford Flood Protection System - Emergency Action Planning.
 - The production of an Operation, Inspection and Maintenance Plan for existing Flood Protection System penetrations and encroachments, outlining obligations of the Property Owner and estimated costs to meet those obligations prior to proper penetration/encroachment abandonment/removal. This Plan shall include but not be limited to a detailed inventory of penetrations/encroachments, including structures attached to, or in close proximity to Flood Protection System including river-side structures, land side structures, and structures above Flood Protection; as well as a detailed plan for inspection and maintenance, and estimated recurring costs to comply with the Plan.
 - Developing an Emergency Preparedness Plan (EPP) for the current and future Property Owner in consultation with the GHFC and the Authority. The EPP shall outline the responsibilities for operation and emergency preparedness planning for the portions of the Site infrastructure that directly impact the Flood Protection System. The EPP shall be provided to the GHFC for incorporation into the GHFC’s Emergency Action Plan.
 - The production of a report on proper abandonment/removal requirements (per GHFC, US Army Corps of Engineers, and CT DEEP Dam Safety) for each penetration/encroachment of the Flood Protection System. This report shall include but may not be limited to: types of permits required and estimated cost of permitting for such work, a description of work required to achieve proper abandonment/removal of each penetration/encroachment, as well as an estimate of costs to properly abandon/remove each penetration/encroachment.

- Review and documentation of additional Site considerations including:

- Eversource easements and neighboring infrastructure
- Flood control system
- Other easements
- Zoning
- Proximity to Brainard Airport
- Proximity to the Connecticut River
- Wetlands and Site drainage considerations
- The potential for mixed uses on various portions of the Site

Consultant's Proposal and Project Approach:

Hazardous Building Materials Survey

A study level HBM survey will be conducted primarily by Eagle Environmental for on-site buildings and structures. The history of construction and types of equipment is important to the design of the survey. Major structures on the property includes the Power Block Facility (PBF), Jet Turbine Facility, and Waste Processing Facility (WPF) located on the approximately 80-acre site at 300 Maxim Road and 100 Reserve Road in Hartford, Connecticut (the "Site"). The City of Hartford Tax Assessor card for the Site lists sixteen structures on the Site with the PBF being the earliest construction in 1925 and the latest being the scrubber control building in 1997. Several buildings were added to the Site between the initial 1925 construction and 1997 when the most recent building was added. Additional support and process buildings include but are not limited to the PBF Administration Building, Jet Turbine Warehouse, Ash Loadout Building, Wheel Wash Building, Coal Pond Pump House and other small sheds, tanks, and storage buildings.

The Site was initially developed in 1925 with a coal-fired power plant, which is still present but is non-operational. In 1987 a trash to energy plant was constructed on the Site and included the construction of a Waste Processing Facility (WPF), an administration facility, conveyor systems for moving processed trash to three combustion boiler units and associated scrubbers, baghouse dust collectors and associated boiler gas exhaust stack. The three combustion boilers and associated exhaust gas treatment equipment and two 1960 Babcock and Wilcox coal fired boilers are located in the original 1925 building. The 1987 combustion boilers are identified as units 11, 12, and 13. The Babcock and Wilcox boilers are identified as units 9 and 10. A mercury boiler was decommissioned and removed from the PBF. Remaining structures associated with the Mercury Boiler are subgrade and closed with an engineered control. Two steam turbine power generators remain in the turbine hall of the PBF.

Non-contact cooling water for the turbines was pumped through cooling water intakes located in three intake screen houses located to the east of the PBF on the western bank of the Connecticut River. A coal unloading crane and transfer structure and associated conveyor system remain on the western bank of the Connecticut River. 115kV and 23kV substations are located to the west and northwest of the PBF. Four dual turbine Pratt & Whitney backup generators provided emergency power to the switch yards in the event the main boilers went offline. Fuel storage tanks were decommissioned, and a new fuel storage tank was constructed within the last ten years.

HBM Survey Scope of Services

A pre-demolition-study level Hazardous Building Materials Inspection (HBMI) will be conducted on the Site buildings including the WPF, the PBF, and each ancillary structure on the Site. The HBMI will focus on the structures including interior spaces, exterior facades, roofing systems, tunnels, conveyors, and vessels. The inspection will also include piping, electrical components, major pieces of equipment including boilers 9 and 10 and combustion boilers 11, 12, and 13, and the associated boiler exhaust gas treatment equipment and stack. The HBMI will include the following components:

- Asbestos-Containing Materials
- Lead-Based Paint
- Polychlorinated Biphenyls (PCBs) in Building Materials
- Other Hazardous Materials (OHMs)
- Mercury Vapor Light Tubes, High Intensity Discharge Lamps, and High-Pressure Sodium Lamps
- Mercury Switches
- PCB or DEHP Lighting Ballasts and Capacitors

At the completion of the HBMI field work, a detailed summary report will be prepared that contains an inspection summary for each of the inspected buildings and structures. The summary report will be organized by building or structure to clearly illustrate inspection locations within the Site. The summary report will provide a narrative of the inspection protocols, inspector names and credentials, an indexed list of inspected buildings and structures, an overall site plan, and general layout plans for each area inspected to the degree there are existing drawings available. We-Consultant will develop field sketches of buildings or structures where no existing drawings are available. The field sketches will be developed into a CAD format of not to scale single line drawings. A summary of the inspection findings will be developed for each individual building or structure inspected. The summary will include the building or structure description, inspection limitations, a summary of the type and quantity of samples collected, a summary of the testing results for each constituent included in the scope of services. The testing data will be tabulated into Excel spreadsheet summary tables.

Pre-Inspection Planning

The HBMI team will be led by Eagle's Principal in Charge, Peter Folino. Peter has over 30 years of experience in hazardous building materials consulting. The project team will be directly supervised by a senior project manager with over 25 years of experience in performing HBMI's. The field inspection team will consist of two to three licensed asbestos-containing materials and lead-based paint inspectors. Each inspector assigned to the project will have also completed the OSHA 40-hour Hazardous Waste Operations training.

Prior to the commencement of any on-site inspection work, a site visit will be performed to review existing drawings in the on-site plan room. We-Consultant will obtain copies of any general layout plans, section plans, and elevation plans that may be available. If permitted, Eagle will scan drawings for use in the field and final report. We-Consultant will request a meeting with the Authority to review the project approach, schedule, review safety considerations, and discuss inspection schedule. During this meeting, Consultant will outline regulatory and cost implications associated with alternative PCB testing protocols for review and consideration by

the Authority prior to finalizing the project approach and inspection schedule and proceeding with this task. ~~We-Consultant~~ will perform an initial site walk through with ~~our-its~~ inspection team to review Site conditions, safety considerations, and project approach. ~~We-Consultant~~ will further review construction dates of the buildings and field verify construction materials to confirm ~~our-its~~ sampling approach.

Inspection Approach

The asbestos-containing materials inspection and lead-based paint screening will be performed concurrently by a team of two to three inspectors. The inspection for OHMs and PCB testing will be performed in conjunction with the asbestos-containing materials and lead-based paint screening in each section of the building.

The WPF building consists of the maneuver hall, conveyor & loading area, baghouse and cyclone separators area, shredder, trommel and packers area, refused-derived fuel (RDF) storage, administration building and parts storage building. The building is primarily masonry and steel with aluminum roofing and siding panels. The inspection will include asbestos-containing materials, lead-based paint, and OHMs. Although lead-based paint was banned for residential use in 1978, commercial applications on steel occurred after this ban. PCB testing will not be performed in the WPF based on the construction date of the building.

The inspection will proceed to RDF overhead conveyor, the coal unloading crane and transfer structures, combustion boilers 11, 12, and 13, and the exhaust gas treatment equipment in the PBF associated with combustion boilers 11, 12, and 13. There is likely to be some homogeneity in materials amongst the 1987 construction and associated equipment and it will be important to inspect the buildings based on era of construction to ensure proper characterization of materials. The stack will be inspected through the clean outdoor at the base of the stack for combustion units 11, 12, and 13.

The inspection will proceed within the PBF building starting at the base level where combustion units 11, 12, and 13 are situated. The base levels of the building at combustion units 11, 12, and 13 appears to be original 1925 construction with new construction added to the upper levels of the building during development of the combustion units in 1987. The inspection will proceed to the north within the PBF building towards boilers 9 and 10 inspecting the associated spaces through the boiler areas within the PBF, including ash alley and lower levels.

The inspection will then proceed to the turbine hall lower levels and turbine floor area. The turbines will be inspected to the degree possible without dismantling the units or creating damage to the units. “Fibrous asbestos tape” was formerly confirmed to be present within the interior of the units. Coating and sound proofing materials associated with the turbines will be sampled to the degree to which they are accessible. Piping and major equipment below the turbines will be inspected.

Following completion of the inspection within the turbine hall, the inspection will proceed to the former Northeast Utilities administration building and former switchgear, bus bar closet area, and original control room of the former Northeast Utilities building located within the overall PBF building. The former switchgear/bus bar closet area is a multi-story building component

containing multiple bus bar closets stacked vertically on each floor. Bus bars and associated electrical wiring has been removed but mounting plates and switches are still in place.

Finally, the PBF administration building will be inspected, intake screen houses, jet storage turbines, jet storage building, and other remaining miscellaneous buildings after inspection of the PBF is completed. There are several warehouse and storage areas that contain stored miscellaneous gaskets and equipment that will be tested for asbestos.

Inspection Services

Asbestos-Containing Materials

A semi-destructive inspection will be conducted of the suspect asbestos containing materials (ACM) within and on the buildings and structures. The asbestos-containing materials inspection will be performed to satisfy the USEPA National Emissions Standard for Hazardous Air Pollutants (NESHAP) regulation. The NESHAP regulations requires a facility owner to conduct “thoroughly inspect the affected facility” for asbestos prior to renovation or demolition activities. The inspection will be comprehensive and includes the accessible interior and exterior areas of the site buildings and structures. The inspection will be performed by State of Connecticut licensed Asbestos Inspectors.

The inspection shall be semi-destructive in nature and will include collecting small bulk samples of the suspect asbestos-containing materials. The inspection will focus on accessible areas of the Site buildings and structures and is limited to accessible building materials. Certain materials may be presumed to be ACM if they are believed to be present but cannot be accessed for sampling (i.e. materials within the two Babcock and Wilcox boilers). The inspection will include each accessible roof on the site buildings. Each roof sample location will be adequately patched. We-Consultant will inspect building facades for damp proofing and vapor barriers.

Bulk Sampling

We-Consultant will collect samples of suspect bulk materials for analysis by Polarized Light Microscopy (PLM) using EPA approved protocol in accordance with accreditation of the National Institute of Standards and Technology (NIST). During the sampling process, suspect ACM is separated into three (3) USEPA categories. These categories include the following:

1. Thermal Systems Insulation: TSI includes all materials used to prevent heat loss or gain or water condensation on mechanical systems. Examples of TSI are pipe covering, boiler insulation, duct wrap and mudpack fitting cement.
2. Surfacing Materials: Surfacing ACM includes all ACM that is sprayed, troweled, or otherwise applied to an existing surface. These applications are most commonly used in fireproofing, decorative, and acoustical applications.
3. Miscellaneous Materials: Miscellaneous materials include all ACM not listed in thermal or surfacing, such as linoleum, vinyl asbestos flooring and ceiling tiles.

Sampling will be performed in a random method to the extent feasible. Convenience sampling will be performed where random methods are not feasible. Samples will be collected in general accordance with the following frequency for each homogeneous area:

- Thermal Systems Insulation: 3 samples, 1 sample for patch up to 6 square feet

- Surfacing Materials: 3 samples up to 1,000 square feet, 5 samples up to 5,000 square feet, 7 samples >5,000 square feet
- Miscellaneous Materials: Minimum of 2 samples

Based on the results of the site walk, a review of existing records for the facility, and ~~our~~ its knowledge of the facility, the following general list of suspect asbestos-containing materials was identified:

- | | |
|---|---|
| • Thermal systems pipe and fitting insulation | • Cement board |
| • Paint | • Insulators |
| • Pipe coatings | • Flooring materials |
| • Flange gaskets | • Window glazing compound |
| • Valve packing | • Caulk |
| • Refractory materials | • Roofing materials |
| • Pipe dope | • Listing tape |
| • Plaster surfacing materials | • Interior boiler components (Babcock and Wilcox boilers) |
| • Monocoat™ spray applied fire proofing | • Adhesives |
| • Wire coatings | • Acoustical ceiling tiles |
| • Electrical panel boards | • Ceramic tile grout and thin set/mud base |
| • Glue daubs | |
| • Cove base and adhesive | |

Sample Analyses

The bulk samples will be analyzed by National Voluntary Laboratory Accreditation Program (NVLAP) accredited and a State of Connecticut Department of Public Health (DPH) approved laboratory. Samples will be initially analyzed by Polarized Light Microscopy (PLM). PLM is the USEPA accepted method of analysis for identification of asbestos in bulk matrices. All samples were analyzed by PLM EPA Method 600/R-93/116 and 40 CFR Part 763, Subpart E to Appendix E. All samples will be analyzed on a five-day turnaround time.

Sample analysis results are reported in percentage of asbestos and non-asbestos components. The USEPA defines any material that contains greater than one percent (>1%) asbestos, utilizing PLM, as being an ACM. CT DPH regulates any material containing equal to or greater than one percent (>1%). Suspect materials containing greater than one percent (>1%) asbestos utilizing the PLM Point Count Method and the Non Organically Bound (NOB) Transmission Electron Microscopy (TEM) method are also considered to be asbestos-containing. Sample results indicating “no asbestos detected” (NAD) are specified as non-asbestos containing materials. Samples results indicating “Did Not Analyze” (DNA) are not analyzed due to the stop on first positive request to the laboratory.

Non-friable ACM

The USEPA recommends that TEM analyses be performed on certain non-friable suspect materials found to be negative by PLM. Analytical laboratories may recommend TEM analysis. NOB TEM analysis is especially designed to identify asbestos fibers in organically bound non-friable materials such as floor tiles, roofing materials, etc. Certain negative PLM results may be confirmed with a NOB TEM analyses.

Friable ACM

Certain samples of friable materials shown to contain less than 10% asbestos may be analyzed further by the “Point Count Method”. This procedure is recommended by the United States Environmental Protection Agency to confirm friable bulk samples shown to have less than 10% asbestos by PLM to be definitively negative or positive for asbestos. This method is accepted as providing statistically reliable results when analyzing bulk samples with very low asbestos concentrations.

Lead-Based Paint Screen

A lead-based paint screen of the on-site buildings and structure will be performed utilizing a Radiation Monitoring Device (RMD) Lead Paint Analyzer (LPA-1) or a SciAps X-550 X-Ray Fluorescent (XRF) analyzer. Testing protocols will be in accordance with the State and Federal requirements. The lead-based paint screening will be performed by a State of Connecticut licensed Lead Inspector.

The manufacturer recommended warm up procedures will be followed prior to initiating testing. In addition, a red 1.02 mg/cm² Standard Reference Material (SRM) paint film will be used, developed by the National Institute of Standards and Technology (NIST). An initial calibration check will be performed followed by subsequent calibration checks either at the completion of testing in a building section or every four (4) hours whichever is greater.

Lead-based paint screening will be performed to develop an inventory of lead coated surfaces within and on the buildings and structures. The lead-based paint screening data can be used to develop strategies for future waste disposal characterization sampling. The lead-based paint screening will also provide information for contractors to develop lead compliance plans for future demolition work at the Site. The lead-based paint screening will include building surfaces, components, and equipment with a paint coating. The lead-based paint screening will include but not be limited to the following paint coated surfaces:

- Structural steel
- Steel piping
- Steel vessels
- Masonry walls, ceilings, and floors
- Undersides of roof decks (where accessible)
- Architectural components including doors, windows, siding, built-ins
- Stacks
- Conveyor systems

PCBs in Building Materials

Bulk sampling of “source” materials from throughout the buildings will be conducted. Only buildings constructed after the 1979 ban on use of PCBs will be considered for sampling. ~~We~~ Consultant proposes to collect one sample of each suspect PCB-containing building material to develop screening level data. Sampling will be performed in general accordance with the USEPA Standard Operating Procedure for Sampling Porous Surfaces for PCBs. The sampling includes bulk source materials only and does not include sampling of substrates or soils for release determinations. Suspect PCB-containing materials considered for sampling will include the following:

- Paint
- Caulk
- Glazing Compounds
- Insulating Materials
- Asphalt Roofing Materials
- Adhesives
- Mastics and water proofing
- Vessel and pipe coatings
- Grout
- Tar paper

The sampling will involve the removal of bulk materials using hand tools to collect representative samples. Razor knives and hand chisels will be utilized to collect samples of soft source samples. Tools utilized to collect samples will be decontaminated prior to and in between successive sampling using a soap and water rinse followed by a hexane wash to prevent cross contamination of samples. Each sample will be placed in an individual, pre-cleaned two or four-ounce glass container, sealed with a Teflon-lined cap, labeled, and placed on ice packs in a cooler with accompanying Chain of Custodies. Phoenix Environmental Laboratories, Inc. of Manchester, Connecticut, will analyze the samples using EPA Soxhlet extraction method 3540C and analytical method SW846 8082.

Quality control samples will be included in the sampling plan and include Field/Bottle Blanks, Equipment Rinse/Rinsate Blanks, and Field Duplicate Blanks. Field duplicates will be collected at a minimum frequency of 1 per 20 samples. Quality control samples will be used to validate the PCB analytical data.

PCB Releases to Building Materials

Given the known uses of PCB containing-oil at the Site and the unique transformer oil handling system within the PBF, sampling for potential releases of PCB-containing oil will also be performed. Transformer oil was stored in tanks located beneath the building and were pumped to a filtration system and then up to an upper level of the building where the piping terminated at a sink. The sink was tested, found to be impacted with PCBs, and removed. However, remaining concrete structures on this level are those typically used for storage of electrical equipment and the use of PCB-containing oil and potential releases of this oil is suspected.

Samples will be collected from the first 1” of substrate using a rotary impact hammer. Tools utilized to collect samples will be decontaminated prior to and in between successive sampling to prevent cross contamination of samples. Each sample will be placed in an individual, pre-cleaned two or four-ounce glass container, sealed with a Teflon-lined cap, labeled, and placed on ice packs in a cooler with accompanying Chain of Custodies. Samples will be analyzed using EPA approved methods referenced in the latest revision of the federal PCB regulations.

Quality control samples will be included in the sampling plan and include Field/Bottle Blanks, Equipment Rinse/Rinsate Blanks, and Field Duplicate Blanks. Field duplicates will be collected at a minimum frequency of 1 per 20 samples. Quality control samples will be used to validate the PCB analytical data.

Other Hazardous Materials (OHMs)

Universal Waste Materials

(Batteries, Pesticides, Mercury-Containing Equipment, Lamps, and Aerosol Cans)

A visual inspection will be performed for the presence of in use or stored universal waste materials in the Site buildings. Applied pesticides are excluded from the inventory. ~~We~~ Consultant will perform the inventory throughout each building and structure. An inventory of visually identified universal waste materials will be developed during the visual inspection. The inventory will provide information relative to any universal waste materials that may be generated during the demolition of the Site buildings. Universal waste materials may be stored on Site for up to one year and are not required to be shipped with a manifest or by a hazardous waste transporter.

Batteries: A device consisting of one or more electrically connected electrochemical cells which is designed to receive, store, and deliver electric energy.

Pesticides: A pesticide is any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest, or intended for use as a plant regulator, defoliant, or desiccant.

Mercury-containing Equipment: A device or part of a device (including thermostats but excluding batteries and lamps) that contains elemental mercury integral to its function.

Lamp: A lamp is the bulb or tube portion of an electric lighting device. A lamp is specifically designed to produce radiant energy most often in the ultraviolet, visible, and infra-red regions of the electromagnetic spectrum. Examples of common universal waste electric lamps include, but are not limited to, fluorescent, high intensity discharge, neon, mercury vapor, high pressure sodium, and metal halide lamps.

Aerosol Cans: An aerosol can is a non-refillable receptacle containing a gas compressed, liquefied, or dissolved under pressure, the sole purpose of which is to expel a liquid, paste, or powder and fitted with a self-closing release device allowing the contents to be ejected by the gas.

High Intensity Discharge (HID) lamps and High-Pressure Sodium lamps will also be included in the inventory.

PCB/DEHP Containing Light Ballasts and Capacitors

A visual inspection will be performed for the presence of lighting ballasts and small electrical motor capacitors that may contain PCBs or the replacement dielectric fluid 2-ethylhexyl phthalate (DEHP). Lighting ballasts or capacitors with labels indicating no PCB's will be classified as a DEHP-containing ballast or capacitor unless they are electronic. Both PCB and DEHP are classified as suspected human carcinogens. ~~We~~ Consultant will visually inspect lighting fixtures for evidence of staining or leaking from the associated ballast. Staining or leaking ballasts must be segregated from non-leaking ballasts. ~~We~~ Consultant will record the locations and estimated quantities of lighting ballasts and small electrical motor capacitors within

the Site buildings and on the building exteriors. Lighting ballasts that are energized may not be suitable for complete inspection.

HBMI Exclusions

The inspection includes only the accessible areas of the Site buildings and structures, tunnels, and below grade equipment operated by the Authority. Sampling of equipment within the Eversource controlled switchyards and other Eversource facilities, public utilities, and non-Authority owned facilities is not included in the scope of inspection. The inspection team will not be expected to enter any confined spaces for inspection purposes. Areas of the Site buildings or structures that contain standing water more than 12” deep and cannot be safely inspected are excluded. Areas of the buildings or structures that contain structural damage or cannot be safely accessed for inspection and sampling are excluded. The inspection team will work with MIRA to determine energized electrical components. Energized electrical components and associated components are excluded. Non-energized electrical wiring will be included in the inspection. The inspection team will work with MIRA to develop a list of equipment that may be considered for sale or has scrap value. The inspection of equipment that will be considered for sale or scrap will be limited to accessible exterior insulating materials or coatings. Exterior insulating materials and coatings associated with below grade piping that is accessible via removable covers and is not within a confined space is included within the inspection.

Review and Documentation Related to Site’s Flood Protection System

Penetrations through levees and floodwalls present several risks to the overall performance of a flood protection system. Not only do the penetrations provide a potential direct conduit for water flow to the protected side, but poor backfilling and damage to the penetrations can also be sources of erosion that can initiate a breach if gone undetected and unmitigated. Another source of risk is when abandoned utilities are forgotten about, particularly when a site changes ownership, as is possible with the MIRA site.

We-Consultant will work with the Authority, the Greater Hartford Flood Commission (GHFC), and the U.S. Army Corps of Engineers (USACE) New England District to develop an Operations, Inspection, and Maintenance Plan (OIMP) and an Emergency Preparedness Plan (EPP) to provide the Authority with guidance for addressing flood control system penetrations and encroachments on their property. We-Consultant will also develop a report documenting the requirements for proper abandonment or removal of the encroachments and penetrations of the flood protection system.

Review of Existing Information

We-Consultant will review available existing information, including the GHFC’s 10 May 2022 letter to the Authority regarding emergency action planning for the Hartford Flood Protection System, record drawings for the facility and the flood protection system, the GHFC’s Operations and Maintenance Manual for the flood protection system, and the GHFC’s Emergency Action Plan for the flood protection system. We-Consultant will perform two days of site visits, during which we-Consultant will attempt to visually observe surface features of the utilities, interview available Authority personnel, and visit the Authority’s plan room. No subsurface explorations to expose known or unknown utilities are proposed at this time.

Operation, Inspection, and Maintenance Plan

~~We~~ Consultant will prepare the OIMP in accordance with regulations, guidelines, and recommendations in the following documents:

- 33 CFR 208.10 – Local Flood Protection Works
- 44 CFR 65.10 – Mapping of Areas Protected by Levees
- Connecticut Statutes, Title 22a, Chapter 446j, Dams and Reservoirs
- USACE EM 1110-2-1913 – Design and Construction of Levees
- USACE EM 1110-2-2902 – Conduits, Pipes, and Culverts Associated with Dams and Levee Systems
- Federal Emergency Management Agency (FEMA) Technical Manual – Conduits through Embankment Dams, Best Practices for Design, Construction, Problem Identification and Evaluation, Inspection, Maintenance, Renovation, and Repair
- FEMA Technical Manual – Plastic Pipe Used in Embankment Dams

The OIMP will closely follow the Hartford Flood Control System (HFCS) Operations and Maintenance Manual, which will ensure consistency with the rest of the system and streamline GHFC and USACE reviews. ~~We~~ Consultant will require an existing conditions survey prepared by others to use as base map for the preparation of figures accompanying the plan. ~~We~~ Consultant will focus attention on the unique needs of the closed facility, as they are somewhat different from those of an active facility. The plan will include an inventory of penetrations and encroachments, with requirements for inspection and maintenance of each feature. The plan will include an estimate of the recurring costs for complying with the plan.

~~We~~ Consultant will prepare a draft of the OIMP for review by the GHFC, USACE, and the Authority. ~~We~~ Consultant will prepare a document outlining ~~our~~ its responses to review comments and incorporate the responses into a final draft of the OIMP.

Emergency Preparedness Plan

~~We~~ Consultant will prepare the OIMP in accordance with regulations, guidelines, and recommendations in the following documents:

- Connecticut Statutes, Title 22a, Chapter 446j, Dams and Reservoirs
- USACE EC 1110-2-6074 – Guidance for Emergency Action Plans, Incident Management and Reporting, Inundation Maps for Dams and Levee Systems
- FEMA – Emergency Preparedness Guidelines for Levees – A Guide for Owners and Operators
- FEMA 64 – Federal Guidelines for Dam Safety – Emergency Action Planning for Dam Owners, Best Practices for Design, Construction, Problem Identification and Evaluation, Inspection, Maintenance, Renovation, and Repair
- Federal Energy Regulatory Commission – Engineering Guidelines for the Evaluation of Hydropower Projects – Emergency Action Plans.

The EPP will closely follow the Hartford Flood Control System (HFCS) Operations and Maintenance Manual, which will ensure consistency with the rest of the system and streamline GHFC and USACE reviews. The EPP will document the roles and responsibilities of those in charge of emergency response; the notification process in the event of an emergency; emergency

response, flood surveillance and monitoring, and flood-fighting procedures; and requirements for preparedness and training.

~~We-Consultant~~ will prepare a draft of the EPP for review by the GHFC, USACE, and the Authority. ~~We-Consultant~~ will prepare a document outlining ~~our-its~~ responses to review comments and incorporate the responses into a final draft of the EPP. The EPP will be incorporated into the GHFC's Emergency Action Plan for the Hartford Flood Control System.

Report on Proper Abandonment/Removal of Penetrations and Encroachments

~~We-Consultant~~ will prepare a report that documents the work required to properly abandon or remove each levee penetration or encroachment at the site. Proper abandonment and removal require that the levee integrity be maintained during and after construction and will need to be performed in accordance with USACE guidelines. ~~We-Consultant~~ will prepare a cost estimate for the removal or abandonment of each penetration or encroachment and outline the permits that will be required to perform the work.

~~We-Consultant~~ will prepare a draft of the report for review by the Authority. ~~We-Consultant~~ will prepare a document outlining ~~our-its~~ responses to review comments and incorporate the responses into a final draft of the report.

Meetings

It will be beneficial to have multiple touchpoints with the various stakeholders in the development of the OIMP and EPP. ~~We-have-Consultant has~~ budgeted for two half-day meetings with the GHFC, USACE, and the Authority. The first meeting will be held at the beginning of ~~our-the~~ work so ~~we-Consultant~~ can discuss expectations for the work and information needed from the stakeholders. The second meeting will be held after the stakeholders have reviewed and commented on the draft OIMP and EPP so ~~we-Consultant~~ can clarify any stakeholder comments. ~~We-have-Consultant has~~ assumed these meetings will take place at the Authority's administrative building or other mutually agreeable location in the Hartford area.

Once the OIMP and EPP have been finalized, ~~we-Consultant~~ will present the plans to the Authority's South Meadows Transition Committee. ~~We-have-Consultant has~~ assumed that this will be a two-hour in-person meeting.

Review and Documentation of Additional Site Considerations

In addition to environmental site conditions, Weston & Sampson will evaluate the following considerations:

- Eversource easements and neighboring infrastructure
- Flood control system
- Other site restrictions and other easements such as railroad, drainage, or access easements
- Proximity to Brainard Airport
- Proximity to the Connecticut River and potential linkages to Charter Oak Park
- Wetlands and Site drainage consideration
- The potential for mixed uses on various portions of the Site

~~We-Consultant~~ will consider the need for local, state, and federal permits for each of the four alternatives. ~~We-Consultant~~ proposes to evaluate the need for the following types of permits/approvals:

- Water
- Wastewater
- Stormwater
- Historic Preservation
- Dam
- Transportation
- Brownfields
- Zoning

~~We-Consultant~~ will provide ~~our-its~~ evaluation in the form of a letter report, which will discuss each permit type, jurisdiction applicable to the project, anticipated form of permitting, and typical timeframe of permitting from application to anticipated approval. If the permit applications need to be sequenced in series, ~~we-Consultant~~ will describe the implications for the timeframe.

TASK 3 - POTENTIAL FUTURE USES

Task as Specified in the RFP:

The selected Proposer shall document and present the Existing Environmental Conditions and Conceptual Site Considerations, including the requirements posed by each, to the Authority's South Meadows Transition Committee. Such Potential Future Uses are to be defined in narrative form only to the level of detail necessary to answer the Authority's charge to identify the immediate environmental needs and knowledge necessary for future redevelopment of the South Meadows Site. THE AUTHORITY IS NOT SEEKING A RECOMMENDED REDEVELOPMENT OPTION, LAYOUT PLAN OR DRAWING FOR THE SOUTH MEADOWS SITE AS A COMPONENT OF THIS STUDY.

Consultant's Proposal and Project Approach:

Weston & Sampson will prepare narrative concepts for future use of the site using the following environmental use classifications:

- Industrial / Commercial Activities as defined in the CT DEEP RSRs;
- Residential Activities as defined in the CT DEEP RSRs;
- Currently Permitted Activities (waste management and/or recycling facility); and
- A combination of such activities on separate partitions of the Site.

The evaluation of potential future uses will occur concurrently with the Conceptual Site Considerations tasks and will consider community and stakeholder input received during the initial community outreach meeting. The early scheduling of conceptual planning activities will allow for a thoughtful, robust review of potential site uses and meet the preferred deadline of early 2025.

Weston & Sampson will conduct a site visit for planning purposes and assumes that all site information will be provided by the Authority or available through CTECO (GIS mapping site):

- Urban design – identify and describe view corridors and internal circulation corridors (from within the site and on the perimeter).
- Impact of site conditions – using desktop information identify and describe the location of any floodplain, wetlands, or steep slopes and how this impacts future development.
- Infrastructural upgrades – identify major infrastructure upgrades necessary for each option, including a discussion of project phasing.
- Historic – identify buildings eligible for historic tax credits and describe how this opportunity impacts the future development program.
- Riverfront activation – identify opportunities for redevelopment that takes advantage of the riverfront including recreation and/or commercial activity.

Potential Funding Sources

We-Consultant will describe grant and other funding available to support redevelopment for the four potential future use scenarios. We-Consultant will consider funding for infrastructure and redevelopment using federal, state, and other grant sources. We-Consultant will also consider the use of funding mechanisms such bonds, tax-increment financing, tax credits, and other innovative funding approaches.

Potential future uses will be described in narrative form only. A draft conceptual plan of potential future uses will be reviewed with MIRA staff and Authority committee members for comments and revisions before the future plans are embedded in environmental needs analyses.

TASK 4 - ENVIRONMENTAL NEEDS AND KNOWLEDGE NECESSARY FOR POTENTIAL FUTURE USES

Task as Specified in the RFP:

The Study shall include an examination and analysis of the following:

- The specific remediation standards to be met for each Potential Future Use.
- Permitting and remediation activities required to prepare the Site for each Potential Future Use shall be fully documented and assessed, including:
 - Description of additional Site investigation and remediation work associated with each Potential Future Use;
 - Federal, state, local and all other applicable permits, approvals, statutes and regulations applicable to the Site investigation and remediation work; and

- Timelines and cost for all permitting, investigation and remediation activities.
- The examination of additional Site work shall include, but need not be limited to, demolition of structures, and other environmental investigation to evaluate potential data gaps resulting from potential changes in Site use, as further described below:
- For Industrial/Commercial Activities (as are defined in the CT-DEEP's Remediation Standard Regulations to mean any activity related to the commercial production, distribution, manufacture or sale of goods, services, or any other activity which is not a residential activity) the Study shall address and assess the future disposition of all Site infrastructure including the following.
 - Maintaining some or all structures
 - Removing some or all structures
 - Utilizing Environmental Use Restrictions (EURs)
 - Remediation to Release EURs
 - Identifying environmental knowledge data gaps resulting from removing permanent structures and /or engineered controls, including, but not limited to:
 - lack of environmental sampling data beneath structural foundations
 - evaluation of soil that is currently "environmentally-isolated" in comparison to pollutant mobility criteria from the Remediation Standard Regulations
 - Preparing a draft plan with cost estimates to address identified environmental knowledge data gaps
 - Evaluating the advantages or disadvantages of dedicating a portion or portion(s) of the Site to Industrial / Commercial Activities
- For Residential Activities (as are defined in the CT-DEEP's Remediation Standard Regulations to mean a place intended for people to live, including, but not limited to, a residence, dwelling, house, apartment, condominium, nursing home, or dormitory; a preschool, primary school, secondary school, day care center, playground, or outdoor recreational area; or a hospital, solely for the purposes of compliance with volatilization criteria) the Study shall address and assess the future disposition of all Site infrastructure including the following.
 - Maintaining some or all structures
 - Removing some or all structures
 - Utilizing Environmental Use Restrictions (EURs)
 - Remediation to Release all EURs
 - Identifying any environmental knowledge data gaps resulting from changing the Site's use and applicable remediation standards from Industrial/Commercial Activities to Residential Activities, including, but not limited to:
 - degree and extent of pollutant concentrations in soil to meet Residential standards from the Remediation Standard Regulations
 - lack of environmental sampling data beneath structural foundations
 - evaluation of soil that is currently "environmentally-isolated" in comparison to pollutant mobility criteria from the Remediation Standard Regulations
 - Preparing a draft plan with cost estimates to address identified environmental knowledge data gaps

- Evaluating the advantages or disadvantages of dedicating a portion or portion(s) of the Site to Residential Activities
- Currently-Permitted Use (waste management and/or recycling facility) the Study shall address and assess the future disposition of all Site infrastructure including the following.
 - Maintaining some or all structures
 - Removing some or all structures
 - Identifying any environmental knowledge data gaps resulting from removing permanent structures and/or engineered controls
 - Preparing a draft plan with cost estimates to address identified environmental knowledge data gaps
 - Evaluating the advantages or disadvantages of dedicating a portion or portion(s) of the Site to waste management and/or recycling facility development

Consultant's Proposal and Project Approach:

Working with ~~our~~-its planning team and Tetra Tech's Decommissioning, Decontamination, Demolition, and Reclamation Services (DDDR) group, a three-member team of Weston & Sampson CT LEPs will identify the environmental data needed to complete the knowledge necessary for potential future uses. Specifically, these tasks will include an assessment of the following:

- The specific remediation standards to be met for each Potential Future Use. Since the site is being Verified by an LEP under existing CT Transfer Law, potential applicability to the proposed CT Release-Based Clean-up (RBC) program will not be considered for those release areas addressed by the Verification. Potential implications of the proposed RBC regulations on non-verified portions of the site or future develop areas will be discussed.
- Permitting and remediation activities required to prepare the site for each Potential Future Use shall be fully documented and assessed, including:
 - Description of additional Site investigation and remediation work associated with each Potential Future Use
 - Federal, state, local and all other applicable permits, approvals, statutes, and regulations applicable to the Site investigation and remediation work
 - Timelines and cost for all permitting, investigation, and remediation activities
- The examination of additional site work shall include, but need not be limited to, demolition of structures, and other environmental investigation to evaluate potential data gaps resulting from potential changes in site use, as further described below:
 - For Industrial/Commercial Activities (as are defined in the CT-DEEP's Remediation Standard Regulations to mean any activity related to the commercial production, distribution, manufacture or sale of goods, services, or any other activity which is not a residential activity) the Study shall address and assess the future disposition of all Site infrastructure including the following.
 - Maintaining some or all structures
 - Removing some or all structures
 - Utilizing Environmental Use Restrictions (EURs)
 - Remediation to Release EURs

- **Identifying facility closure plan requirements and the impact of cleaning building structures and equipment**
- Identifying environmental knowledge data gaps resulting from removing permanent structures and /or engineered controls, including, but not limited to:
 - lack of environmental sampling data beneath structural foundations
 - evaluation of soil that is currently “environmentally isolated” in comparison to pollutant mobility criteria from the Remediation Standard Regulations
- Preparing a draft plan with cost estimates to address identified environmental knowledge data gaps
- Evaluating the advantages or disadvantages of dedicating a portion or portion(s) of the Site to Industrial / Commercial Activities
- For Residential Activities (as are defined in the CT-DEEP’s Remediation Standard Regulations to mean a place intended for people to live, including, but not limited to, a residence, dwelling, house, apartment, condominium, nursing home, or dormitory; a pre-school, primary school, secondary school, day care center, playground, or outdoor recreational area; or a hospital, solely for the purposes of compliance with volatilization criteria) the Study shall address and assess the future disposition of all Site infrastructure including the following.
 - Maintaining some or all structures
 - Removing some or all structures
 - Utilizing Environmental Use Restrictions (EURs)
 - Remediation to Release all EURs
 - Identifying any environmental knowledge data gaps resulting from changing the Site’s use and applicable remediation standards from Industrial/Commercial Activities to Residential Activities, including, but not limited to:
 - degree and extent of pollutant concentrations in soil to meet Residential standards from the Remediation Standard Regulations
 - lack of environmental sampling data beneath structural foundations
 - evaluation of soil that is currently “environmentally-isolated” in comparison to pollutant mobility criteria from the Remediation Standard Regulations
 - Preparing a draft plan with cost estimates to address identified environmental knowledge data gaps
 - Evaluating the advantages or disadvantages of dedicating a portion or portion(s) of the Site to Residential Activities
- Currently Permitted Use (waste management and/or recycling facility) the Study shall address and assess the future disposition of all Site infrastructure including the following.
 - Maintaining some or all structures
 - Removing some or all structures
 - Identifying any environmental knowledge data gaps resulting from removing permanent structures and /or engineered controls
 - Preparing a draft plan with cost estimates to address identified environmental knowledge data gaps

Evaluating the advantages or disadvantages of dedicating a portion or portion(s) of the site to waste management and/or recycling facility development.

For each site use scenario, Level 4 Opinions-of-Cost will be prepared for either the abatement and cleaning of remaining structures and equipment, full demolition and removal of site buildings, structures, and equipment, or a combination of retaining certain buildings and demolition of the remainder of the facility.

Demolition Cost Study

The purpose of the Demolition Cost Study (DCS), to be conducted by Tetra Tech's DDR group, is to estimate the value of the plant's assets and the cost of demolition, including regulated materials removal and disposal, equipment and materials salvaging, environmental obligations, and to perform restoration at the site. The DCS will account for the current and predicted market conditions based on the preliminary schedule that is established for the closure work.

The DCS presents the retirement costs for the plant in four main categories:

- The first category is the abatement of asbestos or other hazardous building materials, and waste management.
- The second category is plant demolition and scrap asset recovery. Scrap assets include structural steel, specialty metals, and equipment, such as boilers, turbines, generators, tanks, and processing equipment.
- The third category is environmental liabilities, which includes removal and off-site disposal of contaminated or regulated materials requiring special handling during the demolition activities.
- The fourth category is reclamation, which includes the closure of ash ponds, landfills, and any other makeup water ponds, closure of wellfields, and restoring the site to the desired conditions or local, state, or federal permit requirements.

This initial understanding of the project plan sets the parameters for the DCS. The scope of this estimate will include the following cost elements:

- Planning and owner's engineering costs.
- Shut down and decommissioning to cold, dark, and dry.
- Owner's engineering costs during demolition bidding, design, & oversight.
- Abatement of asbestos-containing materials (ACMs) and other regulated materials.
- Recovery of plant equipment (boilers, turbines, generators, tanks, and processing equipment), specialty metals, structural steel, and miscellaneous steel as scrap.
- A cost credit for the scrap (ferrous and non-ferrous).
- Demolition of the building structures and foundations to a depth four feet below grade. All other sub-grade structures will be filled to remain in place (as determined in ~~our~~the initial planning meeting).
- Management of waste streams in accordance with applicable environmental regulations and recordkeeping to demonstrate compliance.
- Remediation of environmental liabilities associated with bringing the plant properties to a brownfield state, including tank removal, oil-water separator dismantling and removal, and removal/recycling of universal waste.

- Restoration activities include pond closure, CCR closure, landfill closure, and backfilling to a positive drainage topography.

The cost estimate is intended to meet a Class 4 estimate in accordance with the AACE International Recommended Practice 18R-97: Cost Estimate Classification System – As Applied in Engineering, Procurement, and Construction for the Process Industries. A Class 4 estimate represents a project definition maturity level between 1% and 15%. As such, a contingency of 30% will be added to the cost estimate for pre-shutdown planning; plant shutdown; utility separation / reconfiguration; site caretaker; and decommissioning, abatement, and demolition estimates. A 20% contingency will be added for site environmental estimates. In accordance with AACE International guidelines, a Class 4 estimate has an expected accuracy range of -30% to +50%.

A written demolition cost estimate will be prepared and incorporated into the Study report.

TASK 5 - STUDY CONDUCT AND DELIVERABLES

Task as Specified in the RFP:

The selected Proposer shall be expected to perform and manage the work of both the Proposer and any of its proposed Sub Consultants, coordinating between the Authority and various stakeholders including the CT DEEP, the City of Hartford, the Greater Hartford Flood Commission, Eversource, and the Capital Region Development Authority (CRDA). Key project management activities will include:

- Implementing a community outreach strategy to include the conduct of public meetings informing the community on the goals and progress of the study. These meetings shall also allow for public comment with respect to the goals, progress and scope of this Study.
- Maintaining a detailed work plan with specific dates for interim milestones
- Updating the Authority regularly on project progress and completion of interim milestones
- Presenting interim milestone reports to the Authority's South Meadows Transition Committee.
- Presenting final reports and findings to the Authority as well as City and State officials.

In addition to the above, deliverables for this project shall consist of the following reporting requirements:

Milestone Reports:

The selected Proposer shall develop milestone reports for submission to the Authority, and shall provide an in person presentation of each milestone report at the then next regularly scheduled meeting after that milestone's due date, of the Authority's South Meadows Transition Committee. The selected Proposer shall then consider feedback from the Authority, and utilizing that feedback, finalize each milestone report within 30 days after its initial presentation to the South Meadows Transition Committee.

The anticipated milestone reports include the following:

- A report documenting Existing Environmental Conditions and Conceptual Site Considerations used in further defining Potential Future Uses;
- A report of the “Hazardous Building Materials” (HBMs) survey of all on-site buildings;
- An Operation, Inspection and Maintenance Plan for the existing penetrations of and encroachments by Site infrastructure on the Flood Protection System;
- An Emergency Preparedness Plan (EPP) that outlines the Property Owner’s responsibilities for operation and emergency preparedness planning for the portions of the Site infrastructure directly impacting the Flood Protection System;
- A report assessing the requirements for proper removal and/or abandonment of each Flood Protection System penetration and encroachment by Site infrastructure; and
- A report of the Potential Future Uses to be assessed.

The schedule for submission of the milestone reports summarized above shall be based, in part, on the Study Schedule submitted by the selected Proposer in its response to this RFP. The submission of the milestone reports is not required to follow the order listed above, and the selected Proposer may submit multiple milestone reports to the Authority simultaneously.

Final Report of the South Meadows Redevelopment Considerations Study – Preparation and Publication:

The final deliverable under this Scope of Work shall be the Report of the South Meadows Redevelopment Considerations Study, which Report is expected (as delineated in detail above) to document existing environmental conditions, conceptual site considerations, Potential Future Uses, and the immediate environmental needs and knowledge associated with those uses. It is anticipated that the milestone reports shall inform this Report and be included as appendices to the Report.

The selected Proposer shall submit an initial draft of the Report to the Authority, and shall also provide a subsequent in person presentation of the initial draft Report at the then next regularly-scheduled meeting of the Authority’s full Board of Directors. The selected Proposer shall then consider feedback from the Authority, and utilizing that feedback, finalize the Report within 30 days after the presentation of the draft Report to the full Board of Directors. This final Report shall be in a format suitable for submission to the State Legislature, other stakeholders, and for posting on the Authority’s web-site for public information purposes. The selected Proposer shall provide an in person presentation of this final Report at a meeting of the full Board of Directors.

Consultant’s Proposal and Project Approach:

Community Outreach

Community engagement comprises a substantial share of the work that goes into delivering the considerations plan. It’s a vital part of the work for us and the community. Communicating with residents and stakeholders is critical to this phase of The Authority’s process as numerous questions from residents and environmental justice advocates have echoed concerns about contaminated soils, and the range of potential uses on these studied sites. It is important the general public is informed about the process and the purpose of this phase iteration. Working

with Led By Us, a community outreach plan will be implemented that aims to keep the community and stakeholders apprised of the progress of the Study.

We-Consultant recommends a public project launch meeting as the first opportunity to inform the public of the upcoming process and the Authority's strategic tasks as identified within the RFP. By empowering the public with knowledge of the process early in the project timetable, we can eliminate frustrations and earn stakeholder buy in. A second public meeting should occur at the mid-way point within the timeline to report on some of the work, lessons learned, opportunities that may exist, and highlight the progress of the considerations study. A final public meeting should be held where we-Consultant will pinpoint highlights of the final draft of the considerations plan. We-Consultant will link the project's goals and objectives of potential future uses and we—honestly describe the challenges ahead within those potential land use considerations. It also prepares the public for the Authority's next steps for the South Meadows site. Presentation material, questions and answers in English and Spanish will be available at the project launch meeting, mid-way and final public meetings.

As part of the community outreach service, Weston & Sampson understands that the Authority will post Study milestone reports and the overall Study report prepared by Weston & Sampson on the Authority's website.

If additional community engagement is desired, such as workshops, key stakeholder interviews, flyers, social media presence, etc.; these services can be provided, with bi-lingual capability included as necessary in any such additional community engagement, at additional cost.

Milestone and Final Reports

As part of the Study, Weston & Sampson will prepare the following milestone reports:

- A report documenting Existing Environmental Conditions and Conceptual Site Considerations used in further defining Potential Future Uses. **This report will also include draft concepts of potential uses to be assessed to allow input from the Authority reviewing scenarios under consideration**
- A report of the "Hazardous Building Materials" (HBMs) survey of all on-site buildings
- An Operation, Inspection and Maintenance Plan for the existing penetrations of and encroachments by Site infrastructure on the FPS
- An Emergency Preparedness Plan (EPP) that outlines the Property Owners responsibilities for operation and emergency preparedness planning for the portions of the Site infrastructure directly impacting the FPS
- A report assessing the requirements for proper removal and /or abandonment of each FPS penetration and encroachment by site infrastructure

A draft of each milestone report will be presented to the Authority's South Meadows Transition Committee and will be finalized 30 days after the presentation to the committee. Draft submission dates for the milestone reports are included in the attached Study Schedule.

At the conclusion of the Study, Weston & Sampson will prepare a draft Study report for submission presentation to the Authority and subsequent in-person presentation of the Study report and its findings to the Authority's Board of Directors (BOD). The report will be finalized

within 30 days after presentation to the BOD, incorporating feedback and comments from the BOD. Weston & Sampson will then conduct an in-person presentation of the final Study report to the BOD.

STUDY SCHEDULE

PROJECT SCHEDULE									
TASK DESCRIPTION	2024							2025	
	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB
Notice of Award: June 3, 2024									
Existing Environmental Conditions									
Review Verification Report	█	█							
Review Closure Plan	█	█							
Review HBM Info	█								
Review Flood Control Documents	█	█							
Review Site Mapping, Infrastructure Docs	█	█							
Conceptual Site Considerations									
HBM Survey	█	█	█	█					
Prepare Flood Protection System O&M Plan	█	█							
Develop EPP for FPS		█	█	█					
FPS Abandonment and Removal Report				█	█				
Review and Documentation of Additional Site Considerations		█	█	█					
Potential Future Uses									
Prepare Concepts of Redevelopment Uses		█	█	█					
Meet with Authority to Review Concept Plan				█	█	█			
Revise Redevelopment Concepts				█	█	█			
Environmental Needs and Knowledge for Potential Future Uses									
Align RSR Criteria with Potential Uses		█							
Assess for IND/Commercial Uses						█	█		
Assess for Residential Uses						█	█		
Assess WM/Recycling Uses						█	█		
Prepare Scope and Costs for Abatement and Demo						█	█		
Prepare Env. Needs Scope and Cost							█	█	
Study Conduct and Deliverables									
Prepare and Implement Community Outreach and Stakeholder Communications Plan - Initial Public Meeting	█	█							
MR #1 - Env. Existing Conditions and Draft Concepts of Redevelopment Uses				█	█				
MR #2 - HBM Report				█	█				
MR #3 - FPS O&M Plan			█	█	█				
MR #4 - FPS EPP			█	█	█				
MR #5 - FPS Abandonment and Removal Report				█	█				
MR #6 - Assessed Potential Future Uses				█	█	█			
Submit Draft Study Report								█	
Submit Final Study Report (30 Days after Presentation to BOD)									█

SERVICES BUDGET COMPENSATION SCHEDULE

In its proposal, Consultant identified the following four Subcontractors that it would manage in order to complete the Scope of Work, which Subcontractors have been deemed acceptable to the Authority for this work:

- Eagle Environmental, Inc.
- Simpson, Gumperz & Heger (SGH)
- Led By US
- Tetra Tech

The hourly billings rates for the Consultant and the four Subcontractors listed above are included in this Exhibit C.

Total Proposed Costs

~~We are amenable to discussing or refining our approach to pricing in a way that is mutually beneficial and agreeable to the MIRA Dissolution Authority.~~ A summary of our the proposed costs, with the assumptions herein, are shown below.

Task / Activity	Estimated Cost for Activity
Existing Environmental Conditions	\$5,000
Conceptual Site Considerations (No HBM Survey Included)	\$137,000
HBM Survey*	\$222,500
Potential Future Uses	\$30,000
Environmental Needs and Knowledge Necessary for Potential Future Uses	\$129,000
Study Conduct and Deliverables	\$106,000
Total	\$629,500

*Includes the following:

- 1,350 ACM samples for PLM at \$16.50 per sample
- 157 ACM samples for NOB-TEM at \$71.50 per sample
- 13 ACM samples for point count (PC) at \$50 per sample
- 125 samples for PCB analysis at \$73 per sample
- 10 samples for mercury analysis at \$110 per sample
- 606 hours of labor for building inspections, meetings, reporting, project management and coordination at hourly billing rates listed below
- 99 days of building inspection and sampling by Eagle Environmental Survey Team at \$880/day.

Estimated Hours

The estimated hours anticipated for the project are provided below and listed by task. The hours for the Conceptual Site Considerations task does not include hours for the hazardous building materials survey.

TASK / Activity	Estimated Hours
Existing Environmental Conditions	184
Conceptual Site Considerations	594
Potential Future Uses	146
Environmental Needs and Knowledge Necessary For Potential Future Uses	262
Study Conduct and Deliverables	300
Total Estimated Hours (w/o HBM Survey)	1486

Labor Rates

~~Weston & Sampson Consultant and Subcontractors~~ will conduct the work for this project in accordance with the fee schedule listed below. ~~Our b~~Budget and billing will be on an accrual basis with the hourly billing rates presented for categories of employee.

Contract Personnel **	Percentage	Hourly Rate*
Weston & Sampson Personnel		
Principal-In-Charge/Vice President	<2%	\$295
Senior Technical Lead/Senior Team Leader	20%	\$265
Technical Lead/Team Leader	8%	\$230
Senior Project Manager	3-4%	\$215
Licensed HBM Inspector	10-12%	\$110
Senior Planner	2%	\$245
Senior Project Planner	5-6%	\$205
Senior Project Engineer	<2%	\$185
Administrative Assistant	<2%	\$100
Project Engineer	<2%	\$170
Engineer II	<2%	\$145
Engineer I	<2%	\$135
Project Environmental Scientist	<2%	\$165
Environmental Scientist III/Geologist III	<2%	\$145
Environmental Scientist II/Geologist II	<2%	\$125
Environmental Scientist I/Geologist I	<2%	\$115
Led By Us Personnel		
Senior Planner	2-3%	\$215
Associate Planner/Outreach Coordinator	3-4%	\$160
Technical/Social Media Coordinator	<2%	\$83
Eagle Environmental		
Principal	<2%	\$193
Project Manager	3-5%	\$149
HBM Inspection Team	20%	\$880 per day
Administrative Assistant	<2%	\$67
SGH, Inc.		
Senior Principal	<2%	\$380
Principal	<2%	\$369
Senior Project Manager	5%	\$286-\$308
Project Consultant II	<2%	\$209
Associate Project Consultant	<2%	\$170
Senior BIM Technician	<2%	\$143-\$220
Non-Technical Staff	<2%	\$132-\$154
Tetra Tech, Inc.		
Principal II	<2%	\$348
Senior Consultant II	3-4%	\$284
Senior CADD/GIS	<2%	\$165
Senior Project Support Staff	<2%	\$124
Senior Cost Estimator	3-4%	\$209
Project Support Staff	<2%	\$135



**REQUEST FOR
ADDITIONAL SERVICES**

[DATE]

[NAME OF CONTACT FOR CONSULTANT]
 [NAME OF CONSULTANT]
 [ADDRESS 1 OF CONSULTANT]
 [ADDRESS 2 OF CONSULTANT]

**Re: Agreement for South Meadows Redevelopment Environmental Considerations Study
 Request for Additional Services**

Dear _____:

This Request will authorize you to provide the Additional Services described below in accordance with the terms and conditions of the “Agreement for South Meadows Redevelopment Environmental Considerations Study” dated July __, ____ between MIRA Dissolution Authority (“The Authority”) and you.

The Scope of Services, Estimated time of Performance and Estimated Costs set forth below will become a part of the above-referenced Agreement and will be incorporated therein, as an amendment, upon your acceptance of this Request, to be indicated below. The Scope of Services is the product of consultation between The Authority and you and the Estimated Time of Performance and Estimated Costs have been provided by you and deemed acceptable by The Authority.

1. Scope of Services

[PROVIDE DETAILS]

2. Estimated Time of Performance

[PER CONSULTANT]

3. Estimated Costs

[PER CONSULTANT]

These costs are not to be exceeded without The Authority’s prior written consent. The Authority shall not pay for any services rendered or expenses incurred by Consultant in excess of those included in this Request unless specifically authorized in advance and in writing by The Authority.

Sincerely,

MIRA DISSOLUTION AUTHORITY

By: _____
Title: _____

Accepted and agreed to under the terms of the Agreement for South Meadows Redevelopment Environmental Considerations Study dated _____, _____.

[CONSULTANT NAME]

By: _____
Title: _____

STANDARD FORMAT

TRAVEL POLICY AND EXPENSE REPORTING PROCEDURE

Attached hereto and incorporated herein this Exhibit E is the Travel Policy And Expense Reporting Procedure originally adopted by CRRA, which remains in effect under The Authority's governance under the provisions of Public Acts 14-94 and 23-170.

TRAVEL POLICY AND EXPENSE REPORTING

BOARD OF DIRECTORS POLICY AND PROCEDURE
NUMBER 032

AUTHORITY POLICY AS SUCCESSOR TO MIRA AND CRRA -
APPROVED BY CRRA BOARD OF DIRECTORS
ADOPTED SEPTEMBER 29, 2005

TABLE OF CONTENTS

1.	GENERAL STATEMENT	1
2.	APPROVALS	1
3.	TRANSPORTATION	1
3.1	Rental Automobile.....	2
3.2	Business Use Of Employee’s Car.....	2
3.3	Air Travel.....	3
3.4	Taxis	3
3.5	CRRA Owned Automobiles	4
4.	MEALS	4
5.	LODGING.....	4
6.	INCIDENTALS	4
7.	PERSONAL EXPENSES	4
8.	OTHER BUSINESS EXPENSES	4
9.	EXPENSE REPORTING	5
10.	RECEIPTS	5
11.	EXCEPTIONS	5

CONNECTICUT RESOURCES RECOVERY AUTHORITY TRAVEL POLICY AND EXPENSE REPORTING

1. GENERAL STATEMENT

This Travel Policy and Expense Reporting guide presents the policies that all CRRA employees (hereafter “employee(s)”) must adhere to in the planning and conducting of their business travel and their reimbursement requests. CRRA requires that all travel expenditures and their accountings meet the Internal Revenue Service requirements of “ordinary, necessary and reasonable” and should be conservative and consistent with the nature of the business assignment. These policies safeguard CRRA and protect the employee from being assessed additional taxable income. All employees are expected to fully comply with the policies and instructions in this guide. Reimbursements for actual and necessary expenses made to Directors of CRRA shall be made consistent with the provisions of this Travel Policy And Expense Reporting guide; however, as stated in the Connecticut General Statutes, Directors shall not be required to obtain pre-approval from the President for any expenses.

2. APPROVALS

Prior written approval by the President or the employee’s Division Head at least one (1) week in advance is required for all overnight trips out of state, except in an emergency. It is the obligation of the employee to obtain this prior approval and no reimbursement will be made without this approval.

Prior written approval by the President or the employee’s Division Head at least one (1) week in advance is required for all employee trips that are for educational seminars, professional conferences, vendor-initiated field trips, and industry organization events.

To obtain written approval, the employee must complete the overnight travel form, and, if a cash advance is requested, complete a cash advance form that estimates the out-of-pocket expenses, and submit the completed form(s) to the appropriate Division Head or President in as far in advance as possible of departure date.

3. TRANSPORTATION

Transportation expenses should be kept to a minimum. The most direct and practical route should be selected.

3.1 Rental Automobile

Rental car expenses will be paid by CRRA and whenever possible should be billed directly to CRRA to take advantage of CRRA's tax-exempt status and any other discounts available to CRRA.

3.1.1 Insurance

3.1.1.1 Business Use Of A Rental Automobile

Employees on business do not need to purchase additional insurance coverage (collision damage waiver or excess liability) from the rental company. The Corporate Insurance Program covers these risks. Please note that all vehicles must be rented in CRRA's name to have CRRA's policy cover the employee.

3.1.1.2 Personal Use Of A Rental Automobile

Employees are prohibited from using a CRRA rental automobile for personal use. Personal use that is incidental to CRRA business use will be covered by the CRRA insurance policy as long as the vehicle was rented in CRRA's name. Incidental usage is defined as usage of the vehicle that is directly related to business usage (e.g. mileage to get meals on a business trip).

3.2 Business Use Of Employee's Car

3.2.1 Reimbursement Rate

The reimbursement rate for an employee's use of their personal automobile for CRRA business is the IRS approved rate, as adjusted from time to time by the IRS, for employee use of their personal car on business. The above mileage reimbursement allowance for business use of an employee's vehicle is calculated in a manner that takes into account all auto-related expenses, including the cost of carrying insurance (without a deductible). Therefore, CRRA will not reimburse an employee for vehicle damage or personal liability that occurs while a personal automobile is being used on CRRA business if the employee drives their personal vehicle 2,500 miles per year or more. This includes any deductible that may apply. However, if an employee's vehicle is driven on company business 2,500 miles or less annually, and is involved in a motor vehicle accident, CRRA will reimburse the employee through the normal expense reimbursement process for their physical damage deductible up to a maximum of \$500.00 per accident. Evidence of the payment of the deductible by the employee must be provided to CRRA in order to receive reimbursement. (Traveling on business does not include any travel involved in commuting to or from work, lunch time errands or anything other than authorized business use). Before an employee seeks the foregoing reimbursement for the use of his personal automobile, the

employee shall provide CRRA with written evidence of his personal automobile insurance with limits as required by the Connecticut General Statutes. The foregoing written proof shall be kept on file in the CRRA Finance Division.

3.2.2 Mileage Calculation

In all travel away from the CRRA office, the employee will be reimbursed using the shortest distance between points. For travel from Hartford to a CRRA facility, the President shall cause the shortest distance to be determined and the President shall cause such determination to be made available to employees. Unless approved by an employee's Division Head, employees shall use the distances determined by the President in all requests for reimbursement for travel from Hartford to a CRRA facility. An employee may request and the employee's Division Head may approve distances other than those determined by the President in extraordinary circumstances when, for reasons beyond the control of the employee, the route of the shortest distance was not reasonably available for use.

In calculating mileage, the normal commute mileage to and from the employee's home to the employee's assigned place of work must be deducted from the total trip mileage. For example, if the total trip mileage equals 100 miles, and normal commute mileage equals 20 miles, CRRA will reimburse the employee for 80 miles. This is in accordance with Internal Revenue Service and State of Connecticut policy.

3.2.3 Tolls/Parking

No receipts are necessary for tolls or parking unless they exceed five (\$5.00) dollars.

3.3 Air Travel

All air travel requires prior approval from the CRRA President. For approved travel, CRRA will reimburse employees only for coach accommodations. Employees are encouraged to inquire about discount packages and to take advantage of the least costly route whenever possible. When an employee plans a trip, the reservations should be made as far in advance as practical to obtain the lowest rate. All approved air travel for the previous month shall be reported to the CRRA Board of Directors at its next Board Meeting.

3.4 Taxis

Taxi service may be used when no other form of public transportation is available or when the cost of a taxi is close to the cost of public transportation. Employees are encouraged to use courtesy cars, airport limousines, or buses whenever possible. Since some taxi services do not provide receipts, you should have the back of your business card signed, dated, and the amount of the fare indicated by the driver.

3.5 CRRA Owned Automobiles

Please refer to the CRRA Vehicle Usage Policy adopted by the CRRA Board of Directors at its November 21, 2003, Board of Directors Meeting.

4. MEALS

Permissible expenditures for meals and tips depend on location and circumstances. Only reasonable and customary charges will be allowed and reimbursed by CRRA. An exception may be granted by the President in unusual circumstances. In-state breakfast, lunch, and dinner will not be reimbursed unless they involve a business meeting.

5. LODGING

Lodging accommodations in reasonable and economically priced single occupancy rooms, including customary tips, are reimbursable if the employee has to stay away from home overnight because of unfinished business or an early morning business meeting.

Employees should request government rates at the time of making reservations.

6. INCIDENTALS

The incidentals allowance encompasses such things as gratuities and one telephone call a day of reasonable duration to the employee's home. It is anticipated that the cost of such calls generally will appear on the employee's hotel bill.

7. PERSONAL EXPENSES

Some travel expenses are considered personal and CRRA will not reimburse them. The following, while not all inclusive, lists examples of such personal expenses that are not reimbursable expenses: amusements, athletic events, barbers, books for personal reading, athletic court or gym costs, damage to luggage, fines, hair stylists, magazines, newspapers, movies, and saunas.

8. OTHER BUSINESS EXPENSES

With prior approval of the President, CRRA will reimburse an employee for the incidental costs necessary to further an important CRRA business purpose. Any foregoing expense must be reported to the Board at the Board's next Board of Directors meeting. Any such expense must be documented by showing the following:

- The name(s) of the person or persons and the location and nature of the expense.
- The business relationship with CRRA.
- The specific business reason for the expense.
- The actual business conducted.

CRRA will not reimburse the cost of home entertaining.

9. EXPENSE REPORTING

All expense reporting must be submitted to CRRA using the CRRA expense reimbursement form(s) within twenty working days after the day the employee returns from his/her trip.

10. RECEIPTS

Employees shall obtain receipts for all travel expenses, exclusive of mileage reimbursement. This includes receipts for all meals, airfare, bus fare, taxi, toll or parking charges in excess of \$5.00 dollars, limousine, hotel, and registration fees. Travel expenses in excess of the stated guidelines herein will be reimbursed only if all receipts accompany expense vouchers. Expenses submitted without a receipt, except for gratuity and certain transfer charges, may not be reimbursed.

Original receipts are required for all entertainment.

11. EXCEPTIONS

Exceptions to these travel and expense guidelines will be authorized only upon the prior authorization of President when the circumstances warrant. Any such exception to these travel and expense guidelines should be documented and the President should notify the CRRA Board of Directors of such exception at the Board's next Board Meeting.

ORIGINAL

Approved by: Board of Directors
Effective Date: 05/20/04

REVISION 1

Prepared by: Jim Bolduc, Chief Financial Officer
Approved by: Board of Directors
Effective Date: 09/29/05

MONTHLY BILL FORMAT

Name of Consultant:	
Contract Number:	
Billing Period:	
Purchase Order Number:	[Note: For accounting purposes, the Authority may issue a Purchase Order for the Services under the Agreement which should be included here in any monthly bill]
Request For Additional Services Number:	[Note: If any Additional Services are requested by the Authority, each additional Request will be assigned an independent number which should be included here in any monthly bill]

TASK (Insert Task Number and Name; Use a separate set of tables for each task.)

Personnel	Title	Work Performed	Hours	Rate	Amount
(Insert Name of Person who worked on Task)					
(Insert Name of Person who worked on Task)					
(Insert Name of Person who worked on Task)					
Subtotal Personnel					
Ancillary Services/Equipment			Units	Rate	Amount
(Insert Name of Ancillary Services/Equipment used for Task)					
(Insert Name of Ancillary Services/Equipment used for Task)					
(Insert Name of Ancillary Services/Equipment used for Task)					
Subtotal Ancillary Services/Equipment					

Subtotal for Task (Insert Task Number)	
---	--

TOTAL (Insert billing period for which bill is being submitted)	
--	--

EXHIBIT G:
CONSULTING AGREEMENTS REPRESENTATION

Pursuant to section 4a-81 of the Connecticut General Statutes, the Consultant represents that it has not entered into any consulting agreements in connection with this Agreement, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the state, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

Consultant's Name and Title	Name of Firm (if applicable)
Start Date	End Date
	Cost

The basic terms of the consulting agreement are:

Description of Services Provided:

Is the consultant a former State employee or former public official? YES NO

If YES: _____
 Name of Former State Agency Termination Date of Employment

The undersigned, being the person signing the Contract, swears that the representation in this Consulting Agreements Representation provision in this Contract is true to the best of my knowledge and belief, and is subject to the penalties of false statement.

Signature of person signing this Contract

Print Name

Date: _____

Sworn and subscribed before me on this _____ day of _____, 20____.

Commissioner of the Superior Court
or Notary Public

My Commission Expires



STATE OF CONNECTICUT
CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a bid or proposal or a non-competitive contract with a value of \$50,000 or more, pursuant to C.G.S. § 9-612.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of submission of your bid or proposal (if no bid or proposal- submit this completed form with the earliest submittal of any document to the state or quasi-public agency prior to the execution of the contract), and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier.

Check One:

- Initial Certification
Updated Certification because of change of information contained in the most recently filed certification

CAMPAIGN CONTRIBUTION CERTIFICATION:

I certify that neither the contractor or prospective state contractor, nor any of its principals, have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, in the previous four years, that were determined by the State Elections Enforcement Commission to be in violation of subparagraph (A) or (B) of subdivision (2) of subsection (f) of Section 9-612 of the General Statutes, without mitigating circumstances having been found to exist concerning such violation. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification not later than thirty days after the effective date of any such change or upon the submittal of any new bid or proposal for a state contract, whichever is earlier.

All Campaign Contributions on behalf of any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidate, for a period of four years prior to signing the contract or date of the response to the bid, whichever is longer, include:

Table with 5 columns: Contribution Date, Name of Contributor, Recipient, Value, Description. Includes multiple blank rows for data entry.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ **day of** _____, **20**____.

Commissioner of the Superior Court (or Notary Public)

_____ **My Commission Expires**

