

**REQUEST FOR PROPOSAL
KILLINGLY DEPARTMENT
Of
ENGINEERING
FOR

UNDERGROUND STORAGE TANK REMOVAL
and
DEMOLITION

At

30 FURNACE STREET

KILLINGLY CT**

April 2024

Mary T. Calorio, Town Manager

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**KILLINGLY ENGINEERING DEPARTMENT
REQUEST FOR PROPOSALS
FOR
UNDERGROUND STORAGE TANK REMOVAL & DEMOLITION
30 FURNACE STREET
KILLINGLY CT**

Background:

The Town of Killingly is accepting proposals from experienced Companies licensed and insured in the State of Connecticut for the removal, disposal, and CT DEEP reporting compliance of two (2) one-thousand-gallon underground storage tanks (UST's) located at 30 Furnace Street in Killingly CT 06239.

The UST's have not been in use for many years. One tank appears to contain dirt, water, petroleum products and other debris. The other contains a petroleum product and is approximately half full.

A bid alternate is included in this RFP for the demolition and disposal of the existing 22 ft x 34 ft building located on 30 Furnace Street.

The project area is shown on the map attached as **Appendix A**.

Photographs of the site are attached as **Appendix B**.

Analytical results of the contents of both tanks are attached as **Appendix C**.

Analytical results for the building demolition will be submitted as **Appendix C**.

The AIA form of Contract is attached as **Appendix D**.

Information to Bidders

A site walk is scheduled for **May 9, 2024 at 10 AM** at 30 Furnace Street, Killingly, CT 06239. All people attending the site walk will meet in the main parking lot for 30 Furnace Street.

Questions must be submitted in writing to the Office of the Director of Engineering located at 172 Main Street Killingly CT 06239 or via email at dcapacchione@killinglyct.gov by **2:00 PM May 23, 2024**. All responses will be issued by addenda and posted on the Town of Killingly website www.killingly.org/finance/pages/bids-and-rfps and the CTSOURCE website <https://portal.ct.gov/DAS/CTSource/ctsource> it is the responsibility of the contractor to monitor these websites and be informed of any posted addenda.

Bids will be received by the Office of the Director of Engineering until **10:00 AM May 30, 2024**, at which time they will be read aloud in the Town Meeting Room located on the second floor of the Killingly Town Hall 172 Main Street, Killingly CT 06239.

Time is of the essence and site work will begin as soon as practical on or after June 10, 2024. Unless a time extension is granted by the Town of Killingly thirty (30) calendar days

beginning on the date of the notice to proceed are allotted to complete the project. Except for Town observed Holidays normal working hours shall be between 7:00 AM and 5:00 PM Monday through Friday. Absent a time, extension granted by the town, liquidated damages of \$100 per calendar day shall apply to unexcused late completion.

**Fees will be waived on all permits issued by the Town of Killingly.
All other permits are the responsibility of the chosen contractor.**

All bidders are required to inform themselves fully of the conditions relating to the construction and labor under which the work will be or is now being performed. The contractor shall employ, as far as possible, such methods and means in the carrying out of this work and will not cause interruption or interference with any other contractor or site activity.

Surety Bonding

A surety company bid bond, for **5 %** of the amount of the bid must accompany each bid; a certified check made out to the Town of Killingly will be accepted. The Town of **KILLINGLY** reserves the right to reject or accept any and all bids in part or in whole, to waive informalities, to independently determine the qualifications of the bidder, to check references, and to determine the lowest responsible and qualified bidder based upon its own investigation. To the extent this **Project is or exceeds the Project value where the bidder is required to be prequalified pursuant to Conn. Gen. Stat. Section 4a-100, the bidder shall be prequalified as required by law.**

A 100% labor and materials payment bond and performance bond is required and the cost of the same shall be included in the bid.

- A. State and Federal Requirements: Pursuant to Conn. Gen. Stat. Section 31-53, et, seq., as amended, Prevailing Wages apply to this Project regardless of bid amount because of funding sources and the cost of the same shall be included in the bid.**
- B. The Contractor is required to comply with all provisions of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, Executive Orders 11246, 11375, 11478 and, if applicable, the Connecticut Fair Employment Practice Law.**
- C. The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as 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 as 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;

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 Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

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

The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

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.

Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission on Human Rights and Opportunities, of its good faith efforts.

The Contractor shall include the provisions 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 on Human Rights and Opportunities. 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 section 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 regarding a state contract, 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. The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;**

The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

The Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and

The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and section 46a-56.

- E. If the Contractor is a non-resident Contractor then the Contractor and Owner shall comply with all laws established by the state of Connecticut for such non-resident contractors.**

F. The American Rescue Plan Act (“ARPA”) is providing funding for the Project. As a result, the following provisions apply to this Contract.

(1) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

By execution of the Contract, the Contractor confirms that it and its Subcontractors are Affirmative Action/Equal Opportunity Employers.

The Owner is an Equal Opportunity Employer. As such, the Owner and all Contractors and their subcontractors agree to prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and comply with all applicable Federal civil rights laws and implementing regulations.

During the performance of this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The Contractor will include the portion of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or supplier. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(2) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less

than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(3) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(4) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(5) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(6) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(7) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(8) Domestic Preferences for Procurement

Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award. For purposes of this section:

a. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and

b. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

The Contractor agrees to comply with this requirement and must include the requirements of this section in all subawards including all contracts and purchase orders for work or products under this award.

(9) Procurement of Recovered Materials

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items until the product cannot be acquired:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;**
- b. Meeting contract performance requirements; or**
- c. At a reasonable price.**

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency, “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. Part 247. Information about this requirement, along with a list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(10) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

For any federally assisted contract, the Contractor must certify to the Owner that the Contract (or any extension or renewal) does not contain covered telecommunications equipment. The Owner is prohibited to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or

essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(11) Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles .

(12) Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers .

(13) Publications.

Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [the Town of Killingly, CT] by the U.S. Department of the Treasury .”

Reservation of Rights

The Town of Killingly reserves the right to reject any or all bids, to waive informalities and technical defects, and to award a contract, if at all, to the lowest responsible and qualified bidder as determined by the Town of Killingly, in its sole discretion to be in the Town’s best interests.

Form of Contract

The successful bidder, if any, shall be required to execute the form of contract attached hereto as Appendix D without modification, exception, or condition.

DATE: _____, 2024 Town of Killingly, Connecticut

Contract Time and Liquidated Damages

Unless a time extension is granted, liquidated damages will be levied against the contractor in the amount of \$100 per calendar day for every day in excess of the thirty (30) calendar days stated in the information to bidders. The start date in the Notice to Proceed will be the first calendar day of the project.

List of Qualification & Insurance

The Statement of Qualifications should contain a list of similar projects and references for those similar projects in the last five years. Proposals should list anticipated timelines for the project, key personnel, manpower and equipment dedicated to the project and list any claims against the firm in the past five years, the parties involved and such claims and the outcomes.

The company shall list the Town of Killingly as additional insured and submit evidence of insurance requirements as listed below.

Commercial General Liability	Each Occurrence	\$1,000,000
	Damage to Property	\$500,000
	Personal Injury & ADV	\$1,000,000
	General Aggregate	\$2,000,000
	Products, Comp/OP AGG	\$2,000,000
Automobile Liability	Combined Single Limit	\$1,000,000
Umbrella	Each Occurrence	\$10,000,000
Workers Compensation	Each Accident	\$500,000
	Disease Ea. Employee	\$500,000
	Disease Policy Limit	\$1,000,000
Prof/Pollution Liability	Each Claim/Aggregate	\$2,000,000

NON-COLLUSION AFFIDAVIT

This Affidavit must be completed, notarized and attached to your Bid Proposal. Failure to do so will result in the rejection of your Bid. A separate Affidavit must be submitted by each principal of a joint venture.

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State Project No. _____

Federal Aid Project No. _____

City/Town _____

Description of Project _____

I, _____, acting in behalf of _____
(Name of Party Signing Affidavit)

_____ Of which I am
(Person, Firm, Association, Corporation or Organization)
the _____, submitting a bid for the above project, certify and affirm in
(Title of Person)

accordance with Section 112© of Title 23, U.S. Code Highways that _____

(Person, Firm, Association, Corporation or Organization)
has neither directly or indirectly entered into any agreements, participated in any collusion or
otherwise taken any action in restraint of free competitive bidding in connection with such bid.
False statements made herein may be subject of criminal prosecution.

Name of Corporation or Firm

Signature and Title of Official Making the Affidavit

Subscribed and sworn to before me, this _____ day of _____
_____, 2024.

Notary Public/Commissioner of the Superior Court

My Commission Expires _____

List of Similar Projects

Project Name _____

Year Performed _____ Dollar Value _____

Type of Work Performed _____

List of Claims (if any) and the outcome

Contact
Information _____

Project Name _____

Year Performed _____ Dollar Value _____

Type of Work Performed _____

List of Claims (if any) and the outcome

Contact Information _____

List of Similar Projects Continued

Project Name _____

Year Performed _____ Dollar Value _____

Type of Work Performed _____

List of Claims (if any) and the outcome

Contact
Information _____

Project Name _____

Year Performed _____ Dollar Value _____

Type of Work Performed _____

List of Claims (if any) and the outcome

Contact
Information _____

List of Similar Projects Continued

Project Name _____

Year Performed _____ Dollar Value _____

Type of Work Performed _____

List of Claims (if any) and the outcome

Contact
Information_____

Project Name _____

Year Performed _____ Dollar Value _____

Type of Work Performed _____

List of Claims (if any) and the outcome

Contact Information_____

List of Equipment to be used on the Project

Year/Make

Model

Owned or Rented _____

Year/Make

Model

Owned or Rented _____

Year/Make

Model

Owned or Rented _____

Year/Make

Model

Owned or Rented _____

List of Manpower to be used on the Project

Employee

Name

Years
Employed

Position _____

Employee
Name

Years
Employed

Position _____

Employee
Name

Years
Employed

Position _____

Request for Proposal

The successful bidder will provide a proposal for all items shown on the bid sheets. All bid prices shall include all costs for completing the work.

The Town of Killingly reserves the right to award a contract, if at all, based upon the base bid and reserves the right to accept or reject any or all alternate bids in any combination as determined by the Town of Killingly, in its sole discretion, to be in the Town's best interests.

It is the intent of the Town of Killingly to award all work to one contractor. If a subcontractor is to be used this needs to be clearly stated in the proposal and the experience, equipment and manpower forms need to be filled out and included with the proposal.

Bid prices shall include all costs necessary to complete the work including but not limited to erosion and sedimentation controls, manpower, equipment, surcharges, disposal, permits, transportation.

All work shall be complete and in place.

Regulatory Compliance

Standard Construction practices for H&S (Health and Safety) and E&S (Erosion and Sedimentation) controls will be the responsibility of the successful bidder. All fees for permits issued by the Town of Killingly for the scope of this project will be waived. All other permits and fees are the responsibility of the chosen contractor. It is the responsibility of the contractor to report the UST removal to the CT DEEP using EZFile. All required analytical testing will be paid for by the Town of Killingly.

Schedule of Activities

Prior to starting the work, the successful bidder must provide the Town of Killingly with a schedule of the work to be performed in accordance with the time stipulated in this RFP.

BASE BID SHEET

Base Bid Item #1.

Removal, Cleaning and Content & Tank Disposal of one 1,000-gallon UST, Complete

Lump Sum Dollar Value in Numbers _____

Lump Sum Dollar Value in Words

Base Bid Item #2.

Cleaning, Content Disposal, and filling of one 1,000-gallon UST, Complete

Lump Sum Dollar Value in Numbers _____

Lump Sum Dollar Value in Words

Base Bid Item #3.

Compacted backfill for one 1,000-gallon UST's (assume 50 CY +/-)

Dollar Value per CY in Numbers _____

Dollar Value per CY in Words

Base Bid Item #4.

Loam and seed disturbed area 4 inches of topsoil and athletic field seed mix (assume 100 SY +/- and 50 lb of seed)

Dollar Value per SY in Numbers _____

Dollar Value per SY in Words

BASE BID SHEET CONTINUED

Total Base Bid Items #1, #2, #3 and #4

Dollar Value in Numbers _____

Dollar Value in Words

ALTERNATE BID SHEET

Alternate Bid Item #1.

Remove and Replace 15-inch RCP (40 lf +/-)

Dollar Value per LF in Numbers _____

Dollar Value per LF in Words

Alternate Bid Item #2.

Demolish and Dispose of existing building Complete

Dollar Value per Lump Sum _____

Dollar Value per Lump Sum in Words

Alternate Bid Item #3.

Disposal of Contaminated Soil for the two 1,000-gallon UST's (assume 100 CY +/-)

Dollar Value per CY in Numbers _____

Dollar Value per CY in Words

ALTERNATE BID SHEET CONTINUED

Alternate Bid Item #4.

Disposal of Contaminated Soil for the building (assume 100 CY +/-)

Dollar Value per CY in Numbers _____

Dollar Value per CY in Words

Alternate Bid Item #5.

Loam and seed disturbed area 4 inches of topsoil and athletic field seed mix (assume 140 SY +/- and 50 lb of seed)

Dollar Value per SY in Numbers _____

Dollar Value per SY in Words

Total Alternate Bid Items #1, #2, #3, #4 and #5

Dollar Value in Numbers _____

Dollar Value in Words

Note: All bid items are complete and in place.

Quantities are approximate and for comparison bids. All work will be paid for at the unit price.

Signature of Bidder

Company Name

Date

Appendix A

Project Area



Appendix B

Photographs

















Appendix C

Analytical



Microbac Laboratories, Inc. - Dayville

CERTIFICATE OF ANALYSIS

D4C2020

Killingly Highway Dept

Dave Capacchione
172 Main Street
Killingly, CT 06239

Project Name: Tank Removal Project

Project / PO Number: N/A
Received: 03/22/2024
Reported: 03/29/2024

Analytical Testing Parameters

Client Sample ID: Tank # 1.1
Sample Matrix: Aqueous
Lab Sample ID: D4C2020-01

Collected By: Customer
Collection Date: 03/22/2024 10:20

Extractable Hydrocarbons by GC/FID	Result	RL	Units	DF	Note	Prepared	Analyzed	Analyst
EPA 3510C/ETPH								
Extractable Total Petroleum Hydrocarbons	1050000	250000	mg/L	10		03/28/24 0852	03/28/24 2030	MRB
Surrogate: p-Terphenyl-d14	0	Limit: 31.7-92.5	% Rec	10	S2	03/28/24 0852	03/28/24 2030	MRB

Client Sample ID: Tank # 1.2
Sample Matrix: Aqueous
Lab Sample ID: D4C2020-02

Collected By: Customer
Collection Date: 03/22/2024 10:25

Extractable Hydrocarbons by GC/FID	Result	RL	Units	DF	Note	Prepared	Analyzed	Analyst
EPA 3510C/ETPH								
Extractable Total Petroleum Hydrocarbons	852000	250000	mg/L	10		03/28/24 0852	03/28/24 2102	MRB
Surrogate: p-Terphenyl-d14	0	Limit: 31.7-92.5	% Rec	10	S2	03/28/24 0852	03/28/24 2102	MRB

Client Sample ID: Tank # 1.3
Sample Matrix: Aqueous
Lab Sample ID: D4C2020-03

Collected By: Customer
Collection Date: 03/22/2024 10:30

Extractable Hydrocarbons by GC/FID	Result	RL	Units	DF	Note	Prepared	Analyzed	Analyst
EPA 3510C/ETPH								
Extractable Total Petroleum Hydrocarbons	882000	250000	mg/L	10		03/28/24 0852	03/28/24 2134	MRB
Surrogate: p-Terphenyl-d14	0	Limit: 31.7-92.5	% Rec	10	S2	03/28/24 0852	03/28/24 2134	MRB

Definitions

mg/L: Milligrams per Liter
RL: Reporting Limit
S2: Surrogate recovery is below acceptance limits.

Project Requested Certification(s)

Microbac Laboratories, Inc. - Dayville
PH-0465

Connecticut Department of Public Health

Microbac Laboratories, Inc. - Dayville
61 Louisa Vliens Drive | Dayville, CT 06241 | 860.774.6814 p | www.microbac.com

Page 1 of 3



Microbac Laboratories, Inc. - Dayville

CERTIFICATE OF ANALYSIS

D4C2020

Report Comments

Reviewed and Approved By:



Microbac Laboratories, Inc. - Dayville

CERTIFICATE OF ANALYSIS

D4C1982

Killingly Highway Dept

Dave Capacchione
172 Main Street
Killingly, CT 06239

Project Name: Tank Removal Testing

Project / PO Number: N/A
Received: 03/21/2024
Reported: 03/29/2024

Analytical Testing Parameters

Client Sample ID: Tank # 2.1
Sample Matrix: Aqueous
Lab Sample ID: D4C1982-01

Collected By: Customer
Collection Date: 03/21/2024 12:20

Extractable Hydrocarbons by GC/FID	Result	RL	Units	DF	Note	Prepared	Analyzed	Analyst
EPA 3510C/ETPH								
Extractable Total Petroleum Hydrocarbons	0.539	0.250	mg/L	1		03/28/24 0852	03/28/24 1858	MRB
Surrogate: p-Terphenyl-d14	85.3	Limit: 31.7-92.5	% Rec	1		03/28/24 0852	03/28/24 1858	MRB

Client Sample ID: Tank # 2.2
Sample Matrix: Aqueous
Lab Sample ID: D4C1982-02

Collected By: Customer
Collection Date: 03/21/2024 12:22

Extractable Hydrocarbons by GC/FID	Result	RL	Units	DF	Note	Prepared	Analyzed	Analyst
EPA 3510C/ETPH								
Extractable Total Petroleum Hydrocarbons	0.625	0.250	mg/L	1		03/28/24 0852	03/28/24 1930	MRB
Surrogate: p-Terphenyl-d14	90.7	Limit: 31.7-92.5	% Rec	1		03/28/24 0852	03/28/24 1930	MRB

Client Sample ID: Tank #2.3
Sample Matrix: Aqueous
Lab Sample ID: D4C1982-03

Collected By: Customer
Collection Date: 03/21/2024 12:25

Extractable Hydrocarbons by GC/FID	Result	RL	Units	DF	Note	Prepared	Analyzed	Analyst
EPA 3510C/ETPH								
Extractable Total Petroleum Hydrocarbons	0.510	0.250	mg/L	1		03/28/24 0852	03/28/24 2001	MRB
Surrogate: p-Terphenyl-d14	90.3	Limit: 31.7-92.5	% Rec	1		03/28/24 0852	03/28/24 2001	MRB

Definitions

mg/L: Milligrams per Liter
RL: Reporting Limit

Project Requested Certification(s)

Microbac Laboratories, Inc. - Dayville
PH-0465

Connecticut Department of Public Health

Microbac Laboratories, Inc. - Dayville
61 Louisa Viens Drive | Dayville, CT 06241 | 860.774.6814 p | www.microbac.com

Page 1 of 3



Microbac Laboratories, Inc. - Dayville

CERTIFICATE OF ANALYSIS

D4C1982

Report Comments

Reviewed and Approved By:

Samples were received in proper condition and the reported results conform to



Mystic Air Quality Consultants, Inc.

1204 North Road, Groton, Connecticut 06340

www.mysticair.com

maq2@aol.com

800 247-7746

April 23, 2024

Alec Ethier
Killingly Engineering Office
172 Main Street
Killingly, CT 06239

Re: Pre-Demolition Asbestos Survey and Lead TCLP Analysis (4/15/24)
30 Furnace Street; Danielson, CT
Location: Concrete Building

Dear Alec:

As requested, Mystic Air Quality Consultants, Inc. conducted a pre-demolition survey of accessible materials at the location noted above on April 15th, 2024. This survey was conducted by a State of Connecticut licensed asbestos inspector, Bryce Aston (license #000161) to determine the presence of asbestos-containing materials. The samples were analyzed at Environmental Hazards Services (NVLAP # 101882-0) in Virginia.

Summary of the Asbestos findings

Upon testing by polarized light microscopy, all of the samples collected and analyzed from the location above were found to be non-asbestos containing.

Non-asbestos containing materials-

The roster of suspect materials (Enclosure 3) lists the materials tested. Those materials can be categorized as non-asbestos containing materials.

Implications of the findings-

As required by state and federal regulations prior to demolition, all of the asbestos-containing materials will need to be removed by a licensed asbestos abatement contractor employing trained and certified personnel who follow all pertinent asbestos abatement regulations.

Limitations of the survey-

The survey included destructive testing of floors, wall cavities, and exterior brick and foundation mastics, above ceilings, and roofing core samples. There may be other materials that become evident during your demolition activity. Should the requisite EPA/OSHA competent person working for the contractor discover such materials they will need to be tested for asbestos content so determinations of their abatement and disposal (if required) can be made.



Mystic Air Quality Consultants, Inc.

1204 North Road, Groton, Connecticut 06340

www.mysticair.com

maq2@aol.com

800 247-7746

TCLP Analysis results-

The results of the TCLP analysis indicate that the building materials subsequent to demolition do not need to be disposed of as lead waste. The results of the sample were below the EPA's TCLP standard of 5 mg/l for lead.

Please do not hesitate to contact us with questions relating to the sample results and any subsequent work that may be performed for your company. We thank you for the opportunity to conduct this survey.

Sincerely,

Christopher J. Eident CIH, CSP, MPH
CEO

- Enclosure 1: Asbestos Lab Results
- Enclosure 2: Chain of Custody
- Enclosure 3: Roster of Suspect Materials
- Enclosure 4: TCLP Analysis Results



Environmental Hazards Services, L.L.C.
7469 Whitepine Rd
Richmond, VA 23237
Telephone: 800.347.4010

Asbestos Bulk Analysis Report

Report Number: 24-04-02155

Client: Mystic Air Quality Consultants
1204 North Road Rt.117
Groton, CT 06340

Received Date: 04/16/2024
Analyzed Date: 04/22/2024
Reported Date: 04/23/2024

Project/Test Address: 30 Furnace St; Danielson, CT

Client Number:
07-2564

Fax Number:
860-449-8860

Laboratory Results

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-04-02155-001	1	--	Yellow Paint-Like; White Powdery; Brown Fibrous; Gray Chalky; Inhomogenous	NAD	15% Cellulose 85% Non-Fibrous
24-04-02155-002	2	--	Yellow Paint-Like; White Powdery; Brown Fibrous; Gray Chalky; Inhomogenous	NAD	15% Cellulose 85% Non-Fibrous
24-04-02155-003	3	--	Yellow Paint-Like; White Powdery; Brown Fibrous; Gray Chalky; Inhomogenous	NAD	15% Cellulose 85% Non-Fibrous
24-04-02155-004	4	--	Black Aggregate; Black Tar-Like; Inhomogenous	NAD	20% Fibrous Glass 80% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 07-2564

Report Number: 24-04-02155

Project/Test Address: 30 Furnace St; Danielson, CT

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-04-02155-005	5	--	Gray Aggregate; Black Tar-Like; Inhomogenous	NAD	20% Fibrous Glass 80% Non-Fibrous
24-04-02155-006	6	--	Gray Aggregate; Black Tar-Like; Inhomogenous	NAD	20% Fibrous Glass 80% Non-Fibrous
24-04-02155-007	7	--	Beige Brittle; Homogenous	NAD	100% Non-Fibrous
24-04-02155-008	8	--	Beige Brittle; Homogenous	NAD	100% Non-Fibrous
24-04-02155-009	9	--	Beige Brittle; Homogenous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 07-2564

Report Number: 24-04-02155

Project/Test Address: 30 Furnace St; Danielson, CT

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
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QC Sample: 93-M22019-2

QC Blank: SRM 1866 Fiberglass

Reporting Limit: 1% Asbestos

Method: EPA Method 600/R-93/116, EPA Method 600/M4-82-020

Analyst: Angel McDaniel

Reviewed By Authorized Signatory:

Melissa Kanode

Melissa Kanode

QA/QC Clerk

These results are based on a comparative visual estimate. The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. Each distinct component in an inhomogeneous sample was analyzed separately and reported as a composite. Results represent the analysis of samples submitted by the client. Sample location, description, area, volume, etc., was provided by the client. This report cannot be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. This report shall not be reproduced except in full, without the written consent of the Environmental Hazards Service, L.L.C. California Certification #2319 NY ELAP #11714 NVLAP #101882-0 VELAP 460172. All information concerning sampling location, date, and time can be found on Chain-of-Custody. Environmental Hazards Services, L.L.C. does not perform any sample collection.

Environmental Hazards Services, L.L.C. recommends reanalysis by point count (for more accurate quantification) or Transmission Electron Microscopy (TEM), (for enhanced detection capabilities) for materials regulated by EPA NESHAP (National Emission Standards for Hazardous Air Pollutants) and found to contain less than ten percent (<10%) asbestos by polarized light microscopy (PLM). Both services are available for an additional fee.

400 Point Count Analysis, where noted, performed per EPA Method 600/R-93/116 with a Reporting Limit of 0.25%.

* All California samples analyzed by Polarized Light Microscopy, EPA Method 600/M4-82-020, Dec. 1982.

LEGEND: NAD = no asbestos detected

Environmental Hazards Services, LLC
www.ieaieab.com
(800)347-4010
(804)275-4907 (fax)

www.lead410.com
(800)347-4010
(804)275-4907 (fax)

Asbestos Chain-of-Custody

24-04-02155



Due Date:

04/23/2024

(Tuesday)

~~AE~~

qplm

City/state/zip: Groton, Ct. 06340

Accl. Number: 07-2564

DAN, elson. 7

Town of Danvers

Company Name: Mystic Air Quality Consultants Address: 1204 North Rd., Groton, CT 06340

Phone: 860 449 8903
Fax: 860 449 8903

E-mail: maq2@aol.com

Project Name and Address: 30 Furnace St

Collected by: Rayce Asher Signature _____

Turn around time: Standard ☒ One day (will call ahead)

[illegible]

Signature: _____

Signature:

date: 5/15/26

Date: 11/15/2017

SUSPECT ASBESTOS CONTAINING MATERIALS ROSTER

SITE: 3 Furnace St

Killing / Parverson - a

DATE: 4/15/24

Demo Pre-Reno Limited&Directed

[illegible]

COMMENTS: NO TSI/Pipes. NO Heating. Concrete/Block walls
Concrete Slab

Inspector: Dave Astor 3 Page 1 of 1



Environmental Hazards Services, L.L.C.
7469 Whitepine Rd
Richmond, VA 23237
Telephone: 800.347.4010

Lead TCLP Analysis Report

Client: Mystic Air Quality Consultants
1204 North Road Rt.117
Groton, CT 06340

Report Number: 24-04-02125

Received Date: 04/16/2024
Analyzed Date: 04/17/2024
Reported Date: 04/17/2024

Project/Test Address: 30 Furnace St; Danielson, CT

Client Number:
07-2564

Fax Number:
860-449-8860

Laboratory Results

Lab Sample Number	Client Sample Number	Sample Description	Sample Weight (g)	Concentration ppm (mg/L)	Narrative ID
24-04-02125-001	1TCLP	Bldg. Debris	100	<0.50	

Reporting Limit: 0.50 mg/L

Method: EPA SW846 1311/3010A/7000B

Analyst: Elaine King

Reviewed By Authorized Signatory:

Tasha Eaddy
QA/QC Clerk

Method EPA SW846 1311 recommends 100g for analysis.

The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. All internal quality control requirements associated with the batch were met, unless otherwise noted. Results represent the analysis of samples submitted by the client. Sample location, description, area, volume, etc., was provided by the client. This report cannot be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. This report shall not be reproduced except in full, without the written consent of the Environmental Hazards Service, L.L.C. NY ELAP #11714.

Legend g = gram ppm = parts per million mg/L = milligrams per liter



EHS Laboratories

Environmental Hazards Services, LLC
www.ehs-lab.com 7469 Whitepine Rd
(800) 347-4070 Richmond, VA
(804) 275-4907 (fax) 23237

Metals Chain-of-Custody

24-04-02125



Due Date:
04/19/2024
(Friday)
AE

1 Pb TULP

Company Name: Mystic Air Quality Consultants

Address: 1204 North Rd., Rt. 117

Phone: 860-449-8903

Fax: 860-449-8860

E-mail:

Project Name/Testing Address: 30 Forge St

Acct. Number: 07-2564

Collected by: Joyce Asher

City/State(required)

Danielson, Ct

Certification Number:

Purchase Order Number:

Turn Around Times:

1 - Day 2 - Day

If no TAT is specified, sample(s) will be processed and charged as 3 - day TAT.

Same Day (Must Call Ahead) Weekend (Must Call Ahead)

No.	Client Sample ID	Date Collected	METALS				OTHER METALS	PARTICULATES				AIR		Comments		
			Pb TCLP	TCRP	RCRA 8	RCRA 8		Toxic Metal Profile	Welding Profile	Total Dust	Respirable Dust	TSP Gravimetric	TSP Pb		PM-10	Flow Rate (L/min)
1	17CUP	4/15/24														
2																
3																
4																
5																
6																
7																
8																
9																
10																

Released by: Joyce Asher

Received by: D Brown

Signature:

Signature:

Date/Time: 4/15/24

Date/Time: 4/16/24 10:44 AM

Appendix D
AIA Form of Contract