

TRC ENVIRONMENTAL
-SCOFIELD TOWN

A G R E E M E N T

THIS AGREEMENT dated the ~~12th~~ day of ~~November~~, 2009, by and between the **CITY OF STAMFORD**, a municipal corporation in the State of Connecticut, hereinafter referred to as the "City", acting herein by Dannel P. Malloy, its Mayor, hereunto duly authorized, and **TRC ENVIRONMENTAL CORPORATION**, 21 Griffin Road North, Windsor, Connecticut 06905, hereinafter referred to as the "Consultant", acting herein by Richard A. Love, Vice President and Regional Manager, duly authorized.

W I T N E S S E T H

WHEREAS, the Consultant and the State of Connecticut are parties to Contract No. 04PSX0345 dated June 5, 2009, pursuant to which the Consultant performs certain Environmental Assessments and Impact Evaluations on behalf of the State of Connecticut, attached hereto as Exhibit A and made a part hereof; and,

WHEREAS, Section 23-18.5 of the Purchasing Ordinance allows the City to utilize contracts obtained by competitive bid by the State of Connecticut; and

WHEREAS, the City wishes to have the Consultant perform such Environmental Assessments and Impact Evaluations relating to a supplemental site investigation at Scofieldtown Park and surrounding areas, as set forth more clearly from correspondence from the Consultant to the City dated October 16, 2009, attached hereto as Exhibit B and made a part hereof;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES. The scope of services shall consist of the following duties, functions, obligations, responsibilities, and tasks set forth in correspondence from the Consultant to the City dated October 16, 2009, attached hereto as Exhibit B and made a part hereof.

2. COMPENSATION. The City shall pay as compensation to the Consultant a fee not to exceed Ninety One Thousand Nine Hundred Seventy Three Dollars (\$91,973.00).

3. TIME OF COMMENCEMENT AND COMPLETION OF WORK. The Consultant shall commence the work hereunder upon the execution of this Agreement by both parties and shall complete said work in a timely, efficient, and diligent manner. It is agreed and understood that time is of the essence, and that if the Consultant fails to perform the work within the period allowed, the City shall have the right to terminate this Agreement and/or pursue appropriate legal recourse for the Consultant's breach of this Agreement.

4. REVIEW OF WORK. The Consultant will permit the City, its officers, agents, and employees, to review, at any time, all work performed under the terms of this Agreement at any stage of the work.

5. INDEMNIFICATION. The Consultant acknowledges that it is an independent Consultant and agrees to indemnify and save harmless the City of Stamford, its officers, agents and employees, from all claims, suits, actions, damages and costs of every name and description to the extent caused by the negligent acts, error or omissions of the Consultant in the performance of any of the covenants and specifications of this Agreement, including any supplements thereto, and such indemnity shall not be limited by reason of any insurance coverage herein required.

6. ASSIGNMENT. The Consultant shall not assign, subcontract, or transfer any portion of the work set forth herein without the prior written approval of the City.

7. BOOKS AND RECORDS. The Consultant shall maintain or cause to be maintained all records, books, or other documents relative to charges, costs, expenses, fees, alleged breaches of Agreement, settlement of claims, or any other matter pertaining to the Consultant's demand for compensation by the City for a period of not less than three (3) years from the date of the final payment for work performed under this Agreement.

8. INSURANCE. The Consultant shall maintain such paid-up insurance as will adequately protect the Consultant and the City of Stamford and their respective officers, directors, servants, agents and employees from damages for personal injury (including death) and/or damages to property which may arise from or which may in any way be related to the work or services to be provided hereunder, in such amounts

and types as the risk management department of the City of Stamford shall deem reasonably necessary to adequately protect the Consultant and the City of Stamford, and their respective officers, directors, servants, agents and employees.

A. At minimum, the consultant shall maintain the following coverage:

1. Comprehensive general liability insurance with limits of liability of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property. Such insurance shall contain, but not be limited to, operations liability, contractual liability, which insures any indemnities contained in the Agreement, products liability and completed operations, which shall be maintained for a period of not less than three years following termination of this Agreement.
2. Comprehensive automobile liability insurance with limits of liability of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property. Such insurance shall contain coverage for owned, non-owned and hired vehicles.
3. Workers' compensation insurance, which complies with the statutes and regulations of the State of Connecticut.
4. Employer's liability insurance, which contains limits of liability of not less than \$1,000,000 each accident, disease each employee and disease policy limit.
5. Professional liability, which covers the services to be provided to the City of Stamford. This insurance shall contain a minimum limit of liability of \$1,000,000 per claim/incident.

- A. Any insurance required hereunder, which is underwritten on a claims made versus occurrence basis, shall contain a retroactive date not later than the effective date of this Agreement or the effective date of services, whichever date is earlier, and shall contain an extended reporting period endorsement of not less than three (3) years following termination of this Agreement or services, whichever date is later.
- B. All liability insurance policies, with the exception of Professional Liability, shall designate the City of Stamford and its agents, employees and officers as additional insured's as respects to the services to be provided by the Consultant under this Agreement. Any insurance required hereunder shall contain a provision for thirty (30) days prior written notice to the City of Stamford's Risk Manager in the event of cancellation, termination or material change in the terms and conditions of any insurance required hereunder.
- C. The Consultant agrees to provide the City's Risk Manager with certificates of insurance, which contains all the requirements hereunder.

9. REPRESENTATION. The Consultant represents that it is an expert in relation to the work to be performed under this Agreement. The Consultant further represents that it has the requisite skill, expertise, and knowledge necessary to perform the scope of services required under the terms of this Agreement, including any supplementary work and the City relies upon said representation in executing this Agreement.

10. CONTRACT EXTRAS. Pursuant to Section 23-18.4C of the Code, it is specifically understood and agreed by the Consultant that all contract extras regarding this contract shall be governed by the City Charter and/or the Code. The City shall not be liable for payment of any additional costs unless the provisions of the City Charter and/or the Code are fully complied with.

11. GENERAL TERMS AND CONDITIONS. The following provisions of the Consultant's General Terms and Conditions for services, attached hereto as "Exhibit A" are incorporated by reference herein: Paragraph 3 through 6, 9 through 17, 19, 20, and 22.

12. NON-APPROPRIATION. Consultant acknowledges that the City is a municipal corporation and that the City's obligation to make payments under this Agreement is contingent upon the appropriation by the City's Board of Representatives of funds sufficient for such purposes, for

each budget year in which this Agreement is in effect. If sufficient funds to provide for the payment(s) hereunder are not appropriated, the City may terminate this Agreement upon notice in writing to the Consultant.

13. STATEMENT RE: USE OF SUBCONTRACTORS. Pursuant to Section 103.4 of the Code, the Consultant agrees to supply the City with the names and addresses of all subcontractors to be used for any subcontract that shall be in an amount in excess of Ten Thousand Dollars (\$10,000.00). Said information shall be supplied at the time such contracts are executed.

14. COMPLIANCE WITH CITY CODE PROVISIONS. The Consultant shall fully comply with the requirements of Sections 103-1 through 103-7 of the Code. Failure to so comply shall constitute a material breach of the terms of this Agreement, for which the City may unilaterally terminate the Agreement upon written notice to the Consultant.

15. TERMINATION. A. TERMINATION FOR CAUSE. If, through any cause, the Consultant shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement for cause by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished reports, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Consultant and/or its subcontractors under this Agreement shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials to the effective date of termination.

The term "cause" includes, without limitation the following:

- 1) If the Consultant furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect, or incomplete.
- 2) If the Consultant fails to perform to the City's satisfaction any material requirement of the

Agreement, or is in violation of any specific provision thereof.

- 3) If the City reasonably determines satisfactory performance of the Agreement is substantially endangered or can reasonably anticipate such an occurrence or default.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Agreement by the Consultant, and the City may withhold any payment to the Consultant for the purposes of setoff until such time as the exact amount of damages due the City from the Consultant is determined.

B. TERMINATION FOR CONVENIENCE. The City may terminate this Agreement at any time the City determines that the purposes of the distribution of monies under the Agreement would no longer be served by completion of the Work/Project. The City shall effect such termination by giving written notice of termination to the Consultant and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described Subsection A shall, at the option of the City, become its property. If the Agreement is terminated by the City as provided herein, the Consultant shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed to the effective date of termination bear to the total services of the Consultant pursuant to the terms of the Agreement, less payments of compensation previously made, and subject to the City's right of set off for any damages pursuant to the terms of the Agreement.

16. GOVERNING LAWS. This Agreement shall be governed by the laws of the State of Connecticut.

17. GIFTS; POLITICAL CONTRIBUTIONS. During the term of this Agreement, including any extensions, the Consultant shall refrain from making gifts of money, property or services to any employee or appointed or elected official of the City of Stamford or Stamford Board of Education or any Employees or Appointed or Elected official of their Boards, Departments, Agencies or Authorities and shall further refrain from making donations in excess of \$100.00 (including advertising purchased at a fundraising event) per calendar year to any "Prohibited Recipient" as defined below. The Consultant also agrees to refrain from fundraising activities for any

prohibited recipient. All references to the Consultant shall include its Employees, Officers, Directors, owners of more than 5% equity in the Consultant, and their spouses. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.

For the purpose of this contract, the term "Prohibited Recipient" shall include the following Committees, as they are defined in Section 9-333a of the Connecticut General Statutes:

(a) A Candidate Committee of any candidate for any municipal office of the City of Stamford or the Stamford Board of Education;

(b) A Political Committee of two or more candidates for any municipal office of the City of Stamford or the Stamford Board of Education;

(c) An Exploratory Committee of any candidate for any municipal office of the City of Stamford or the Stamford Board of Education;

(d) The Town Committee of any political party within the City of Stamford;

(e) A Political Committee organized for ongoing political activities of any candidate for or holder of any municipal office of the City of Stamford or the Stamford Board of Education.

18. TERMS AND CONDITIONS OF STATE CONTRACT. The terms and conditions of State of Connecticut Contract No. 04PSX0345 dated ~~June 5, 2009~~ (Exhibit ~~B~~ ^{A/cm}) shall prevail where not in conflict with the terms of this Agreement.

January 5, 2005 cmw

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

Signed, sealed and delivered

In the presence of:


Witness


Witness

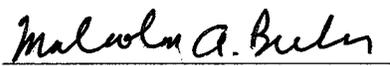
CITY OF STAMFORD

By 
Dannel P. Malloy
Mayor


Witness

TRC ENVIRONMENTAL CORPORATION

By 
~~Rich A. Love~~ **CARL N. STOPPER**
Vice President &
Regional Manager


Witness

Date: Oct 22, 2009

Approved as to Form:


B. Rosenberg
Asst. Corp. Counsel

Date: 11-9-09



21 Griffin Road North
Windsor, CT 06095-1512

860.298.9692 PHONE
860.298.6380 FAX

www.TRCSolutions.com

December 30, 2008

Ms. Pamela L. Anderson, Contract Specialist
DAS, Procurement Services
165 Capitol Avenue
Hartford, CT 06115

Sent via Facsimile
860-622-2930

RE: Contract #04PSX0345 Extension Paperwork
Environmental Assessments & Impact Evaluations
Jan. 1, 2009 thru Dec. 31, 2012

Dear Ms. Anderson;

Enclosed please find executed copies of the forms required to extend the subject contract that TRC Environmental Corporation has with the State of Connecticut Department of Administrative Services to provide Environmental Assessment and Impact Evaluation services through December 31, 2012.

- 1) OPM Ethics Form 1 – Gift and Campaign Contribution Certification
- 2) OPM Ethics Form 5 – Consultant Agreement Affidavit
- 3) OPM Ethics Form 6 – Affirmation of Receipt of State Ethics Law Summary

On the next page I have provided table showing our proposed rate schedule for the contract extension along with the rates for our current contract due to expire on Dec. 31, 2008. We are providing the following rates for the same categories and have added one new category to cover the title, Principal Consultant.

| ITEM # | DESCRIPTION OF COMMODITY AND/OR SERVICES | QUANTITY | UNIT OF MEASURE | CURRENT UNIT PRICE 2005-2008 | PROPOSED UNIT PRICE 2009-2012 |
|------------|---|----------|-----------------|------------------------------|-------------------------------|
| | VENDOR NAME: TRC ENVIRONMENTAL CORP. | | | | |
| | Cost Estimates will be prepared for specific project scope/specification | | | | |
| I. | Hourly Rates by Category: | | | | |
| A. | Field Supervisor I/Engineer II/Scientist II | Each | Hour | \$67.00 | \$70.00 |
| B. | Field Supervisor II/Engineer III/Scientist III | Each | Hour | \$76.00 | \$80.00 |
| C. | Associate Project Manager | Each | Hour | \$92.00 | \$97.00 |
| D. | Project Manager | Each | Hour | \$105.00 | \$112.00 |
| E. | Senior Project Manager | Each | Hour | \$122.00 | \$145.00 |
| F. | Principal Consultant | Each | Hour | N/A | \$175.00 |
| II. | Pre-Authorized Direct Miscellaneous Business Expenses* | | | Cost with no mark-up | |
| | (e.g., stenographer, clerical, copying, fax, printing and excluding meals, travel, etc) | | | | |

Thank you for extending our contract. We look forward to continuing to provide services to the State of Connecticut under this contract. If you have any questions I can be reached at 860-298-6231 or at cstopper@trcsolutions.com.

Very truly yours,
 TRC Environmental Corporation



Carl N. Stopper, V.P., P.E.
 Windsor Remediation Practice

Enclosures



CONTRACTOR: TRC ENVIRONMENTAL CORPORATION

This Contract (the "Contract") made as of the fifth (5th) day of January, 2005, by and between, TRC Environmental Corporation (the "Contractor,") with a principal place of business at 5 Waterside Crossing, Windsor, CT 06095, acting by Richard A. Love, its Senior Vice President, and the State of Connecticut, Department of Administrative Services/Procurement (the "State"), with a principal place of business at 165 Capitol Avenue, Hartford, Connecticut, acting by Tina Costanzo, its Contract Team Leader, in accordance with Sections 4a-2(2), 4a-51, 4a-57 and 4a-59 of the Connecticut General Statutes.

Now therefore, in consideration of these presents, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Contractor and the State agree as follows:

1. **Term of Contract:** The Contract will be in effect from January 5, 2005 through December 31, 2008. The State may extend this Contract for a period up to the full original Contract term or parts thereof.
2. **Description of Services:** Contractor shall:
 - a. Preparing environmental documents pursuant to (CEPA) Connecticut Environmental Policy Act (CGS Section 22a-1 through 22a-1h; and RCSA Section 22a-1a-1 through 22a-1a-12).
 - b. Development of project feasibility assessment(s)
 - c. Coordination with client audiences
 - d. Preparation of CEPA Impact Evaluation and/or Environmental Assessment pursuant to the CEPA (CGS Section 22a-1 through 22a-1h; and RCSA Section 22a-1a-1 through 22a-1a-12).
 - e. Project Scoping to include scoping meetings and public outreach
 - f. Data Collection
 - g. Alternative(s) for Evaluation & Preferred Alternative(s)
 - h. CEPA Information & Analysis
 - i. CEPA Reports / Review
 - j. Progress Update Meetings
 - k. Project Management and/or Coordination
 - l. Pre-Authorized Direct Miscellaneous Business Expenses (e.g., stenographer, clerical, copying, fax, printing, and excluding meals, travel, etc).

3. **Contract Extension**: Each contract may be renewed for a period up to the original contract term, or parts thereof under the same terms and conditions.

Any extension shall be in writing and signed by both parties, in the form of a contract supplement that the State will issue to the Contractor no later than thirty (30) days prior to the expiration date.

In addition to the periods above, the State may extend this Contract on a month-to-month basis for a period of up to three months without changes to the pricing or other terms.

Prices must remain firm for the first year of the contract period. After the first year of the contract period, the awarded contractor(s) may file for a price adjustment consistent with and relative to price changes originating with the manufacturer and/or the market trends on an annual basis. The new pricing medium must be sent with the request for adjustment. Requests for such an adjustment must be fully and properly documented and, if approved, shall be firm for until the next annual anniversary date of the contract. The State reserves the rights to reject any requested price adjustments if the best interests of the state will be served..

To request a price adjustment, the contractor(s) must submit a formal request to the Contract Specialist at the Department of Administrative Services/Procurement Services, Box 150414, Hartford, CT 06115-0414, within thirty (30) days of the annual anniversary date of the contract. If approved, price adjustments shall become effective ten (10) days after the approval. Retroactive adjustments shall not be allowed. Any purchase orders issued by any State agency prior to the effective date will be honored by the Contractor at the price in effect at the time of the issuance of the purchase order.

4. **Change of Address** - In the event either party moves or updates contact information, the moving party shall inform the other of such changes in writing within 10 days. No governmental entity will be held responsible for payments or purchase orders delayed due to Contractor's failure to provide such notice. Change of address or telephone updates must be forwarded to each other as provided in Section 30.

5. **Insurance** – Contractor shall not commence work under this contract until he has obtained all insurance required under this Section, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained.
- A) **Commercial General Liability**
\$1,000,000 Combined Single Limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Board Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply either separately to the project or the general aggregate limit shall be twice the occurrence amount.
- B) **Workers' Compensation and Employers Liability**
Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employers' Liability with minimum limits of \$100,000 each accident, \$100,000 disease-each employee, and \$500,000 disease-policy limit.
- C) **Automobile Liability**
\$1,000,000 Combined Single Limit Automobile Liability insurance shall be maintained against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired or non-owned automobiles used by or for the Contractor in any capacity in connection with carrying out this contract.
- D) **Minimum Scope of Insurance**
All Liability insurance policies shall be written on an "occurrence" basis only. All insurance coverage is to be placed with insurers authorized to do business in the State of Connecticut and must be placed with an insurer that has an A.M. Best's Rating of no less than A-, VII. All certificates of insurance shall be filed with the Department of Administrative Services on the standard Acord Certificate of Insurance form showing the specified insurance and limits. The State of Connecticut shall be named as an Additional Insured. The contractor's insurer shall have no right of recovery of subrogation against the State and the contractor's insurance shall be primary coverage.
6. **Contract Prices and Billing:** Contract Prices for services performed under this Contract are shown in Exhibit A, Contract Award Schedule, which is attached to and made a part of this Contract. The Contract Users agree to pay invoices on a net 45-day basis after receipt of invoice. The Contractor shall bill the State for the services provided. Billing notices shall include detailed spend information and services performed. A late payment charge shall be calculated in accordance with the Connecticut General Statutes.

7. **Audit:** At the option of the State and at its own expense, periodic audits may, at reasonable times, be made of the Contractor and all of its sub-contractors' books and records insofar as they pertain to the Contract. Such audits will be conducted by the State or a representative appointed by the State. Said books and records shall be made available to the Auditors of Public Accounts of the State of Connecticut.

8. **Reporting:** The Contractor shall provide detailed reports to the State on a monthly basis. Reports may include, but are not limited to, total spend, detailed usage, small business activity, agency usage, and/or quarterly spend. The State may reasonably request additional reports if needed and the Contractor shall use every effort to provide such reports.

Electronic copies of reports shall be provided to DAS Procurement Services, Tina Costanzo, Contract Team Leader at 165 Capitol Avenue, 5th Floor South, Hartford, CT 06105 no later than thirty (30) days following the end of each specified time period. Late delivery or non-delivery of required reports may result in cancellation of the award and rejection of the Contractor's bids or proposals in future procurements.

9. **Independent Contractor:** Contractor agrees to act as an independent Contractor in performing all services under this Contract and, except as otherwise outlined in this Contract, agrees to maintain complete control over its employees and sub-Contractors (such control over the repairers being limited to the context of this Contract).

10. **Entire Contract** - The parties agree that this Contract embodies the entire agreement between the State and Contractor on the matters specified herein, whether expressed or implied, written or oral. No changes, amendments or modifications of any of the terms or conditions of this Contract are valid unless reduced to writing and signed by both parties. The following exhibits are attached and incorporated into this Contract as if they had been set forth in their entirety. In the event conflicts or disputes arise over issues not specifically addressed in this Contract, the exhibits will be used to resolve such conflicts or disputes in the following order of precedence:

- i. Exhibit A – Contract Award Schedule (pricing)
- ii. Exhibit C - The State's Request for Proposals dated October 24, 2004
- iii. Exhibit D - Contractor's Proposal Response dated November 12, 2004

11. **Severability:** If any provision of this Contract is found by a proper authority to be invalid or unenforceable, the remainder of the Contract shall remain valid and the invalid provision shall be replaced by a valid provision, which comes closest in intent to the invalid provision. The rest of the provisions shall remain in full force and effect.

- 12. State Access to Records, Record Keeping, and Record Transfer:** The Contractor shall establish and maintain complete and accurate working papers and other evidence, including but not be limited to, documents, plans, books, computations, drawings, notes, reports, records and correspondence directly pertinent to performance under the contract, kept or stored in any form (collectively, the "Records"). During the term of the Contract, the Contractor shall afford the officers, attorneys, accountants, auditors, and other authorized representatives of the State free and full access to the Records during normal business hours. The Records are deemed to be the property of the State and shall be delivered to the State in a non-proprietary format, such as, but not limited to, ASCEE or .TXT, no later than thirty (30) days after the expiration or cancellation of the Contract or ten (10) days after the Contractor receives a written request from the State for the Records.
- 13. State Fiscal and Product Performance Requirements:** Any product or service acquisition resulting from this Contract shall be contingent upon contractual provisions for cancellation of such acquisition, without liability attaching to the State, if the applicable funds are not available for required payment or if the products or services fail to meet minimum State criteria for acceptance and performance reliability.
- 14. Offer of Gratuities:** The Contractor warrants, represents, and certifies that no elected or appointed official or employee of the State of Connecticut has, or agrees to, benefit financially or materially from this procurement. This Contract may be terminated by State without liability attaching to the State if it is determined that gratuities of any kind were either offered to, or received by, any of the aforementioned officials or employees from the Contractor, the Contractor's agent(s), representatives(s) or employees(s).
- 15. Subletting or Assigning of Contract:** The Contract or any portion thereof, or the work provided for therein, or the right, title, or interest of the Contractor therein or thereto may not be sublet, sold, transferred, assigned or otherwise disposed of to any person, firm, or corporation, or other entity without the prior written consent of the State. No person, firm or corporation, or other entity, other than the Contractor to whom the project was awarded is permitted to commence work on the project unless such consent has been granted.
- 16. Executive Orders:** The Contractor shall comply with the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973 and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999.
- 17. Americans with Disabilities Act:** The Contractor shall comply with the Americans with Disabilities Act in accordance with Public Law 101-336 and any other applicable federal laws and regulations.

18. **Confidentiality and Care of Data:** The Contractor shall protect the confidentiality of any files, data or other material pertaining to this Contract and to restrict their use solely for the purpose of performing this Contract. The Contractor shall take all steps necessary to safeguard data, files, reports or other information from loss, destruction or erasure. Any costs or expenses of replacing or damages resulting from the loss of such data will be borne by the Contractor when such loss or damage occurred through their negligence.

19. **Termination:**

A. Notwithstanding any provision or language in the Contract, the State, after discussion with Contractor, may suspend, postpone, abandon or terminate this Contract by written notice to the Contractor whenever the State determines in the State's sole discretion that such termination is in the best interests of the State. Any such written notice of termination shall specify the effective date of termination and the extent to which performance under the Contract is to be completed prior to such date. Termination in the best interests of the State shall in no event be deemed to be a breach of contract. Upon receipt of written notification from the State that this Contract is to be terminated, Contractor shall immediately cease operations on work being performed under this Contract and shall assemble all Records. The State shall review the Records and determine the amount of acceptable work performed under the terms of this Contract. The State shall pay Contractor for such work on an equitable basis, after discussions with Contractor, with the final determination to be made by the State. In determining the basis for such equitable payments, the State shall consider the amount of:

- (1) work performed by Contractor, less any payments previously made, and
- (2) allowable reimbursement expenses incurred by Contractor, less any payments previously made.

b. If either party breaches this Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. The notice may include an effective termination date if the breach is not cured by that date and, unless otherwise modified by the non-breaching party in writing prior to the termination date, no further action shall be required of any party to effect the termination as of the stated date. If the notice does not set forth an effective termination date, then the non-breaching party may terminate this Contract by giving the breaching party no less than twenty four (24) hours' written notice.

c. Upon termination of this Contract, all rights, duties and obligations hereunder shall be null and void, so that no party shall have any further rights, duties or obligations to any other, except with respect to Sections 12, 13, 19, 20, 25, 26, 28, 29 and 30, which shall survive termination of this Contract.

- 20. Payments Against a Contract Award:** In no case will the Contractor bill the user agencies for amounts in excess of the amount(s) indicated in the final Contract Award Schedule agreed to and accepted by both parties through this Contract. Any authorized or agreed additional charges can only be approved for payment by means of an amendment to this Contract in writing.
- 21. Day:** The word "day" as used in this Contract shall mean a business day, unless otherwise specifically noted, with business days being all calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
- 22. Headings:** The headings given to the paragraphs in this Contract are inserted only for convenience and are in no way to be construed as part of this Contract or as a limitation of the scope of the particular paragraph to which the heading refers.
- 23. Indemnification:** Contractor shall indemnify, defend and hold harmless the State and its successors and assigns from and against any and all (1) actions, suits, claims, demands, investigations and legal, administrative or arbitration 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, in connection with this Contract including, but not limited to, acts of commission or omission (collectively, the "Acts") by the Contractor or any of its members, directors, officers, shareholders, or employees or any other person or entity with whom the Contractor is in privity of oral or written contract (collectively, "Contractor Parties"); (2) liabilities arising, directly or indirectly, in connection with this Contract, out of the Contractor's or Contractor Parties' Acts concerning its or their duties and obligations as set forth in this Contract; and (3) all damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, that may arise out of such Claims and/or liabilities for bodily injury, death and/or property damages. The Contractor shall reimburse the State, for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give to the Contractor reasonable notice of any such Claim. The Contractor shall also use counsel reasonably acceptable to the State in carrying out its obligations hereunder. The provisions of this Section shall survive the expiration or early termination of this Contract, and shall not be limited by reason of any insurance coverage.
- 24. Interpretation:** This Contract shall be interpreted without regard to any presumption or other rule requiring construction against the party who drafted it.
- 25. Liquidated Damages:** The parties acknowledge and agree that the damages that are to be expected as a result of a material breach of contract by Contractor may be uncertain in amount or very difficult to prove. In that event, the parties do intend and in fact now agree, if necessary, to liquidate damages in advance and stipulate that the amount set forth in this section is reasonable and an appropriate remedy as liquidated damages and not as a penalty. If Contractor materially breaches this Contract, then Contractor shall pay State the actual cost of the CEPA document up to a maximum of \$5,000.00.

26. Promotion: Unless specifically authorized in writing by the State, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials or employees, or the seal of the State:

- (a) in any advertising, publicity, promotion;
- (b) to express or imply any endorsement by the State of Contractor's product or services;
or
- (c) in any manner (whether or not similar to uses prohibited by (a) and (b) above) except only to produce and deliver in accordance with this Contract

27. Representations and Warranties: Contractor represents and warrants to the State that:

A. it is a duly and validly existing Corporation under the laws of Connecticut and authorized to conduct its business in the State of Connecticut in the manner contemplated by this Contract. Further, Contractor has taken all necessary action to authorize the execution, delivery and performance of this Contract and has the power and authority to execute, deliver and perform its obligations under this Contract;

B. it will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations to the State under and pursuant to this Contract;

C. the execution, delivery and performance of this Contract by Contractor will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (i) any provision of law; (ii) any order of any court or any governmental department, commission, board, bureau, agency, office, council, institution or instrumentality (collectively, "Agencies"); or (iii) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;

D. it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;

E. neither it nor any of its members, directors, officers, shareholders, partners, managers, principal officers, or employees have, within the three years preceding this Contract, in their current or former job, been convicted of, or had a civil judgment rendered against them or any of their current partners, managers, principal officers or any person who would perform any CEPA Environmental Assessments and/or Impact Evaluations (per CEPA - Connecticut Environmental Policy Act, CGS Section 22a-1 through 22a-1h; and RCSA Section 22a-1a-1 through 22a-1a-12) services, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract. This includes, but is not limited to, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Contract #RFP 04PSX0345

F. neither it nor any of its members, directors, officers, shareholders, partners, managers, principal officers, or employees nor any person who would perform any services under this Contract, is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above;

G. it has not within the three years preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default;

H. it shall include the following provision in each subcontract to which it is or may be a party in connection with this Contract and to require that provision to be included in any lower tier subcontracts and purchase orders:

The SUBCONTRACTOR certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;

I. is in compliance with all of the requirements necessary to the obtaining of a current Certificate of Good Standing or Legal Existence issued by the Connecticut Secretary of State;

J. it has paid all workers' compensation second injury fund assessments concerning all previous work done in Connecticut;

K. it has a record of compliance with OSHA regulations without any unabated, willful or serious violations;

L. it owes no unemployment compensation contributions;

M. it is not delinquent in the payment of any taxes owed, or that it has filed a sales tax security bond, and it has, if and as applicable, filed for motor carrier road tax stickers and has paid all outstanding road taxes; and

N. all of its vehicles have current registrations and, unless such vehicles are no longer in service, it shall not allow any such registrations to lapse

28. **Sovereign Immunity:** The parties acknowledge and agree that nothing in this Contract shall be construed as a waiver by the State of any rights or defenses of sovereign immunity, which it may have had, now has or will have with respect to all matters arising out of this Contract. To the extent that this provision conflicts with any other provision, this provision shall govern.

- 29. Notice.** All notices, demands, requests, consents, approvals or other communications (collectively, "Notices") required or permitted to be given or which are given with respect to this Contract shall be in writing and shall be sent by first class U.S. Mail, postage prepaid, by hand delivery or by recognized, overnight express delivery service, addressed as follows:

To the Department of Administrative Services:

Connecticut Department of Administrative Services
165 Capitol Avenue, Hartford, CT 06115-0414
Attention: Tina Costanzo, Contract Team Leader

To the Contractor:

TRC Environmental Corporation
5 Waterside Crossing
Windsor, CT 06095
Attention: Richard A. Love, Senior Vice President

- 30. Whistleblowing.** This contract is subject to the provisions of §4-61dd of the Connecticut General Statutes. In accordance with this section any person having knowledge of any matter involving corruption, violation of state or federal laws or regulations, gross waste of funds, abuse of authority or danger to the public safety occurring in any large state contract, may transmit all facts and information in his possession concerning such matter to the Auditors of Public Accounts. In accordance with subsection (e) if an officer, employee or appointing authority of a large state Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of this section, the Contractor 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 distinct offense. The executive head of the state or quasi- public agency may request the Attorney General to bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) each large state Contractor shall post a notice of the provisions of this section relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.
- 31. Public Records.** This contract is subject to the provisions of §1-218 of the Connecticut General Statutes. In accordance with this section, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of

Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

32. **Further Assurances.** The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other parties which are not inconsistent with the provision of this Contract and which do not involve the assumption of obligations other than those provided for in this Contract, in order to give full effect to this Contract and to carry out the intent of this Contract.
33. **Non-discrimination.** References in this section to "contract" shall mean this Contract. This section is inserted in this Contract in connection with subsection (a) of Section 4a-60a of the Connecticut General Statutes.

(1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under the 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 Section 46a-56; (4) 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 this provisions of this section and Section 46a-56. The Contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state 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 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, 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.

(2) The Contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the terms of this contract and any amendments thereto.

Contract #RFP 04PSX0345

The following section is inserted in this contract in connection with subsection (a) of Section 4a-60 of the Connecticut General Statutes.

(1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation 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. 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, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and Sections 46-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Sections 46a-56, 46a-68e and 46a-68f; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and Section 46a-56.

If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subContractors and suppliers of materials on such public works project.

For purposes of this section, "minority business enterprise" means any small Contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts

when it is determined that such initial efforts will not be sufficient to comply with such requirements.

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 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, of its good faith efforts.

The Contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state 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 Section 46a-56; provided, if such a 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.

The Contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

- 34. Applicable Law, Venue and Agent for Service of Process:** This Contract shall be deemed to have been made in Hartford, Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of this Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. Any dispute arising out of this Contract shall be subject to the jurisdiction of the courts of the State of Connecticut and the U.S. District Court for the District of Connecticut, as appropriate, and with respect to venue in the Judicial District of Hartford at Hartford or the U.S. District Court for the District of Connecticut in Hartford, as appropriate. Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding. The Contractor agrees that the sole and exclusive means for the presentation of any Claim against the State shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings. The Contractor shall appoint agents in the State to receive service of process. If the Contractor fails to appoint said agent, the Secretary of the State of Connecticut is hereby appointed by the Contractor as its agent for service of process for any Claim. Such appointment shall be in effect throughout the term of this Contract, including it

supplements, amendments or renewals, if any, and six (6) years thereafter except as otherwise provided by law.

35. Patented Devices, Material And Processes: The Contractor shall provide for the use of any patented design, device, material, or process to be used or furnished under this Contract by suitable legal agreement with the patentee or owner, and shall file a copy of that agreement with the State. The Contractor and the surety shall hold and save harmless the State, their officers or agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this Contract.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Contract with full knowledge of and agreement with the terms and conditions of this Contract.

TRC ENVIRONMENTAL CORPORATION

STATE OF CONNECTICUT
DEPARTMENT OF
ADMINISTRATIVE SERVICES

By: _____

By: _____

Richard A. Love
(Print or Type Name)

Tina Costanzo
(Print or Type Name)

Title: Senior Vice President

Title: Contract Team Leader

Date: _____

Date: _____



21 Griffin Road North
Windsor, CT 06095

860.298.9692 PHONE
860.298.6399 FAX

www.TRCSolutions.com

October 16, 2009

Mr. Louis Casolo
City Engineer
City of Stamford Engineering Bureau
Stamford Government Center
888 Washington Boulevard
P. O. Box 10152
Stamford, CT 06904-2152

Re: Supplemental Site Investigation
Scofieldtown Park Area
Stamford CT
TRC Proposal No.168936.9990

Dear Mr Casolo:

TRC Environmental Corporation (TRC) is pleased to provide the following cost estimate for a supplemental site investigation at Scofieldtown Park and surrounding areas. The supplemental investigation will consist of a ground penetrating radar (GPR) survey, additional surficial soil samples in the areas of the community gardens known as Stamford Gardens and the leaf composting facility, surface water samples from the unnamed pond located within the Scofieldtown Park, several locations along Poorhouse Brook and from the unnamed pond located south of Alma Rock Road. In addition, TRC recommends the installation of eight monitoring well pairs in locations previously discussed with the city. Each well pair will consist of a shallow overburden monitoring well and a cased bedrock well. TRC will also review the available data regarding the previous investigation undertaken by the USEPA and others at the Park to provide an approach for future actions at the Park and former landfill area. TRC believes that this scope of work will be sufficient to fill significant data gaps in the previous investigations and provide much-needed information regarding ground water quality at and adjacent to the former landfill.

SCOPE

Prior to commencing field work for the project, TRC will conduct several preliminary tasks. The first will be to prepare a site specific health and safety plan as required by OSHA standards (29 CFR 1910.120) that will address the tasks proposed below.

Secondly, TRC will mark monitoring well locations with white paint on the pavement or on wooden stakes set into the ground and "Call Before You Dig" (CBYD) will be contacted to locate existing underground utilities. As the CBYD service does not mark on private property, TRC personnel will also rely upon information regarding the locations of on-site utilities provided by a knowledgeable City of Stamford contact. If detailed information cannot be provided by the site contact regarding the locations of utilities relative to the proposed monitoring well locations, a location may be manually cleared utilizing high pressure air and vacuum extraction.

Task 1 - GPR Survey

TRC will subcontract Subsurface Information Surveys, Inc. to complete a geophysical survey in the area of Scofieldtown Park and the leaf composting facility. The geophysical survey will be completed using ground penetrating radar (GPR) and will provide an areal and vertical extent of the fill in the area. All geophysical data and interpretations will be incorporated into the site conceptual model and will be utilized to make final location determinations for the on-site monitoring well pairs. It is anticipated that GPR survey will take 3-4 days to complete and will be conducted concurrent with the surficial soil and surface water sampling described below.

Task 2 - Surficial Soil Sampling

Based on information provided to TRC by the City of Stamford, TRC is proposing to collect two composite surficial soil samples from the community garden area and the leaf composting area. Each composite sample will consist of several sample points. The goal of the sampling is to determine if contaminants are present in areas presently accessible by the general public or in compost used by Stamford residents. Surficial soil samples ~0-2 feet below surface grade will be collected from locations adequately distributed over the area of each location. A decontaminated hand auger will be used to collect each sample. This sample collection will take a portion of one field day. Analyses to be performed on each soil sample include:

- Volatile organic compounds (VOCs) by EPA Methods 5035 and 8260.
- Semivolatile organic compounds (SVOCs) by EPA Method 8270.
- Total and leachable metals (CT Remediation Standards list) by EPA Method 6010B and EPA Method 7471A (mercury only).
- Polychlorinated biphenyls by EPA Method 8082.
- Pesticides by EPA Method 8081A.
- Herbicides by EPA Method 8151A.
- Total Petroleum Hydrocarbons (TPH) by Connecticut Department of Environmental Protection Extractable Total Petroleum Hydrocarbons methodology (CT ETPH).

The soil samples will be submitted for analysis within standard 10-day turnaround time (TAT) to Complete Environmental Testing, Inc. of Stratford, Connecticut (CET) under



proper chain-of-custody procedures. Please note that a faster TAT may be requested resulting in increased analytical costs.

Task 3 - Surface Water Sampling

Based on information provided to TRC by the City of Stamford, TRC is proposing to collect five surface water samples from the surface water bodies within and near the park. Specifically, TRC is proposing to collect one surface water sample from the unnamed pond on the grounds of Scofieldtown Park, three surface water samples from Poorhouse Brook and one surface water sample from the unnamed pond located south of Alma Rock Road. Sampling will be conducted in a down-stream to up-stream order to prevent disturbed sediment from one location from impacting subsequent surface water samples. We expect that the surface water sample collection will take one field day. The surface water samples will be subjected to the same list of analytes as the surface soil samples.

The surface water samples will also be submitted for analysis within standard 10-day turnaround time (TAT) to CET under proper chain-of-custody procedures.

Task 4 - Monitoring Well Network Installation

In order to evaluate off-site ground water quality and to aid in establishing ground water flow conditions across the site, sixteen ground water monitoring wells are proposed to be installed both on and around the periphery of the site. As stated above, the monitoring wells will be installed in eight nested pairs with a shallow unconsolidated overburden well and a cased bedrock well comprising each pair. The monitoring well installation task is comprised of several sub-tasks including: subcontractor procurement and field work preparation; utility mark-out (described above); and drilling. Upon authorization to proceed, TRC will procure a qualified subcontractor to complete the drilling.

The unconsolidated overburden well borings will be drilled using hollow-stem auger methods. Split spoon soil samples will be collected at five-foot intervals in advance of drilling and continuously beneath the water table throughout the depth that will be screened. The soils will be inspected and logged in the field for the purpose of understanding the materials in which the well screens are set and to support the development of soil boring and well completion logs. For locations within the park/former landfill boundary, one subsurface soil sample will be collected from the overburden well boring. The sampling interval will be chosen in the field, based on screening observations. Each subsurface soil sample will be tested for the analytes listed above at CET following proper chain-of-custody procedures.

Following drilling to a depth of approximately eight feet below the water table, the wells will be constructed within the auger-drilled holes as the augers are withdrawn. Wells will be constructed of two-inch inside-diameter PVC screen and riser pipe, clean dedicated filter pack sand around the screen, a bentonite pellet seal above the sand, and a steel flush-mounted protective cover secured in place in concrete above each well.



The bedrock monitoring wells will also be drilled using hollow-stem auger methods until the bedrock surface is reached. At that time steel casing will be installed down the center of the hollow-stem augers to the rock surface. Using a roller bit and air-rotary techniques the steel casing will be advanced until it is determined that competent bedrock has been reached. The steel casing will then be grouted into the rock and allowed to set for a period of not less than 24-hours. This will prevent the possible migration of contaminants within the unconsolidated overburden into the bedrock well. After the steel casing has been allowed to set for the prescribed period, each bedrock well location will be cored to a depth of no less than ten feet below either the competent bedrock surface or the water table, whichever is greater. The bedrock cores from each location will be preserved in dedicated rock core boxes and will be inspected and logged in the field for the purpose of determining the rock quality designation and to support the development of boring and well completion logs. Each bedrock well will then be constructed of two-inch inside-diameter PVC screen and riser pipe, clean dedicated filter pack sand around the screen, a bentonite pellet seal above the sand, and a steel flush-mounted protective cover secured in place in concrete above each well.

Following well installation, each well will be developed by surging and pumping to remove fine-grained materials from the well and sand pack and to establish a good hydraulic connection between the well and the surrounding formation.

For the purposes of this proposal, it is assumed that the monitoring well installation and development will take 12 days to complete.

Task 5 – Monitoring Well Network Sampling

As indicated above, subsequent to well installation and development and after a rest period of at least one week, the newly installed monitoring wells will be sampled. The ground water sampling event will be carried out in accordance with the following procedures.

Prior to the initiation of purging and sampling activities, the depth to ground water will be measured in each well. This will allow for a ground water elevation contour map to be generated for the sampling event.

Ground water samples will be collected from the newly installed wells in accordance with low-flow sampling protocols. Ground water will be purged from each well until sampling parameters stabilize to within EPA-specified percentages or ranges on consecutive readings. After stabilization of the parameters has occurred, the ground water samples will be collected in the appropriate laboratory-supplied containers. The ground water samples, including a trip blank, a field blank and a duplicate sample, will be placed on ice and kept cool for delivery to the laboratory following appropriate chain-of-custody procedures.



Each ground water sample will be analyzed for the analytes listed above with similar TAT and chain-of-custody procedures. It is assumed that the ground water sampling can be completed in two days by one person.

Subsequent to the receipt of analytical results from the laboratory, TRC will prepare a report comparing analytical data to the appropriate Connecticut Department of Environmental Protection (CTDEP) Remediation Standards including: Residential Direct Exposure Criteria (RDEC), GA Pollutant Mobility Criteria (GA PMC), Ground Water Protection Criteria, (GWPC), Surface Water Protection Criteria (SWPC) and Residential Volatilization Criteria (RVC) as stated in Sections 22a-133k-1 through 22a-133k-3 of the Regulations of Connecticut State Agencies. Surface water samples will be compared to the most recent Water Quality Standards for human health and aquatic life criteria.

Task 6 – Reporting, Review and Meetings

TRC will provide the results of the above scope in a report including all appropriate tables, figures and laboratory analyses. TRC will also provide a review of the available information for the former landfill and drinking water results completed by the USEPA and other regulatory agencies. The review will be completed by a Connecticut Licensed Environmental Professional (LEP), a toxicologist, and a Professional Engineer with landfill experience and will provide an overview of the current conditions of the area with an approach to future actions, both investigatory and remedial. TRC will also participate in public meetings as requested by the City to provide information to the public.

COST ESTIMATE

TRC will complete this scope of work under the terms and conditions of Contract # RFP 04PSX0345 between TRC and the Connecticut State Department of Administrative Services. Copies of the contract and the contract extension have been provided to the City.

TRC will perform the scope of work described above for the estimated cost of \$91,973.00, broken down as shown on the attached table. This price includes all TRC labor and other direct costs associated with the performance of the above work scope. If a faster TAT is requested, then laboratory costs will be higher. Please note that the cost estimate includes the completion of one round of ground water sampling. Additional rounds of sampling may be required. If necessary, each additional ground water sampling round will cost \$13,832.00. It is our understanding that invoicing will be to the City of Stamford.

TRC will begin work immediately upon written authorization to proceed. It is expected that the report associated with this work will be submitted within two weeks of the receipt of the final analytical results.



Mr. Louis Casolo
October 16, 2009
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If the scope and terms of this proposal are acceptable, please provide written authorization by means of a purchase order or with an appropriate signature in the space below with a signed copy returned to our office.

TRC appreciates the opportunity to submit this proposal. If you have any questions, please feel free to call me at (860) 298-6219 or by email at strombetta@trcsolutions.com.

Yours truly,
TRC ENVIRONMENTAL CORPORATION



Sarah J. Trombetta, LEP, CPG
Senior Project Manager

Proposal No. 168936.9990 Approved and Accepted:

Signature

Name

Date



**Cost Estimate Breakdown
Scofieldtown Park Landfill Site
Stamford, Connecticut**

Task 1 - Ground Penetrating Radar Survey.
Subsurface Information Surveys, Inc \$7,760
Task 1 Subtotal \$7,760

Task 2 - Surficial Soil Sampling

| Labor Category | Hours | Rate | Total |
|--|-------|-------|----------------|
| Project Manager | 1 | \$145 | \$145 |
| Project Geologist | 4 | \$97 | \$388 |
| Asst. Project Scientist | 1 | \$70 | \$70 |
| Labor Subtotal | | | \$603 |
| Laboratory Analyses: 2 samples @ \$604/sample | | | \$1,208 |
| Equipment Costs and Vehicle | | | \$200 |
| Administrative Costs (covers phone, fax, copies) | | | \$28 |
| Task 2 Subtotal | | | \$2,039 |

Task 3 - Surficial Water Sampling

| Labor Category | Hours | Rate | Total |
|--|-------|-------|----------------|
| Project Manager | 1 | \$145 | \$145 |
| Project Geologist | 8 | \$97 | \$776 |
| Asst. Project Scientist | 2 | \$70 | \$140 |
| Labor Subtotal | | | \$1,061 |
| Laboratory Analyses: 5 samples @ \$604/sample | | | \$3,020 |
| Equipment Costs and Vehicle | | | \$300 |
| Administrative Costs (covers phone, fax, copies) | | | \$35 |
| Task 3 Subtotal | | | \$4,416 |

Task 4 - Monitoring Well Network Installation

| Labor Category | Hours | Rate | Total |
|--|-------|-------|-----------------|
| Project Manager | 2 | \$145 | \$290 |
| Project Geologist | 104 | \$97 | \$10,088 |
| Asst. Project Scientist | 6 | \$70 | \$420 |
| Labor Subtotal | | | \$10,798 |
| Drilling Subcontractor - Glacier Drilling | | | \$40,302 |
| Laboratory Analyses: 3 samples @ \$604/sample | | | \$1,812 |
| Equipment Costs and Vehicle | | | \$1,500 |
| Administrative Costs (covers phone, fax, copies) | | | \$475 |
| Task 4 Subtotal | | | \$54,887 |

Task 5 - Monitoring Well Network Sampling

| Labor Category | Hours | Rate | Total |
|--|-------|-------|-----------------|
| Project Manager | 1 | \$145 | \$145 |
| Project Geologist | 20 | \$97 | \$1,940 |
| Asst. Project Scientist | 4 | \$70 | \$280 |
| Labor Subtotal | | | \$2,365 |
| Laboratory Analyses: 18 samples @ \$604/sample | | | \$10,872 |
| Equipment Costs and Vehicle | | | \$500 |
| Administrative Costs (covers phone, fax, copies) | | | \$95 |
| Task 5 Subtotal | | | \$13,832 |

Task 6 - Reporting, Review and Meetings

| Labor Category | Hours | Rate | Total | |
|-------------------------|-------|--|-------|-----------------|
| Principal Consultant | 8 | 175 | 1,400 | |
| Project Manager | 30 | 145 | 4,350 | |
| Project Geologist | 32 | 97 | 3,104 | |
| Asst. Project Scientist | 18 | 70 | 1,260 | |
| | | Labor Subtotal | | \$8,714 |
| | | Administrative Costs (covers phone, fax, copies) | | \$325 |
| | | Task 6 Subtotal | | \$9,039 |
| | | TOTAL | | \$91,973 |