

**The Town of Wiscasset, Maine**  
**Environmental Engineering Services Brownfields Clean-up Program**  
**September 28, 2023**

To All Interested Parties:

**1. INTRODUCTION**

The Town of Wiscasset, Maine, is seeking proposals from qualified environmental professionals (QEPs) experienced in performing environmental engineering services pertaining to the clean-up of the Mason Station North Point Fill Area Map-7A, Lots 68-77. Contractors will be required to: develop an Analysis of Brownfield Cleanup Alternatives (ABCA) which will include a remediation plan and analysis of remedial alternatives; develop specifications for clean-up and remediation activities; oversee the contracted site remediation; prepare and submit all required State/Federal reports; conduct public informational meetings; prepare all necessary reports required by the State of Maine VRAP Program; once the site is remediated, complete the closure requirements of the VRAP program for the State of Maine and coordinate with the Town, Maine DEP/VRAP and EPA personnel. All work performed must be performed in accordance with industry standards and all applicable state and federal laws.

To successfully compete on this project, the Contractor must demonstrate a strong understanding of the Town of Wiscasset and the proposed Site, a knowledge of the federal and state regulations, experience working with government agencies or entities, and the ability to bring the engineering services the project dictates, as well as have the ability to communicate well to interested community members and other stakeholders.

To be considered, six (6) copies of your proposal, with one copy unbound, must be received by Dennis Simmons, Town Manager, 51 Bath Road, Wiscasset, Maine 04578 no later than 4:30 pm on Wednesday, November 1<sup>st</sup>, 2023. Postmarked or facsimile materials will not be accepted. All proposals will be available for public inspection.

After the deadline for proposal submittal, all proposals will be reviewed and evaluated by a Selection Committee consisting of Town staff, selectmen and other appointed officials. Additional information may be requested of prospective Contractors. The Committee may conduct interviews as part of the selection process. The contract will be awarded by the Board of Selectmen.

The Town reserves the right to reject any/or all proposals, parts thereof, and/or waive any informalities thereon and/or to further make modifications as it deems in the best interest of the Town.

More detailed instructions regarding the Background Information, Project Description, Contractor Scope of Work, Submittal Requirements; Selection Process and Criteria and Contractual Requirements will follow this section.

**2. BACKGROUND INFORMATION:**

The Town of Wiscasset was selected for EPA Brownfields Cleanup funding in the FY 2023 competition for the remediation of Mason Station North Point Fill Area Map R-7A, Lots 68 – 77. Together, the Brownfield sites comprise a 4.5-acre portion of the former Mason Station Power Plant facility adjacent to the Sheepscot River. Brownfields are real property, the expansion, development or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. The Town of Wiscasset was awarded a \$700,000 EPA Brownfield clean up grant and budgeted \$121,000 for engineering and QEP services for this project.

### **3. ENVIRONMENTAL CONCERNS/CONTAMINATION SOURCE:**

The property targeted for cleanup is the North Point Fill Area, an approximately 4.5-acre debris-filled area at the northern tip of the Birch Point Peninsula. Historic investigations have identified the presence of asbestos containing materials (ACM) and urban fill along the shoreline in this area to depths of 8 feet deep. A shallower area of fill, approx. 5 feet deep, extends south toward the Mason Station building and covers an area of approximately 50,000 SF. In addition to ACM, soils contain benzo[a]pyrene and arsenic at concentrations which exceeded the MEDEP Remedial Action Guidelines (RAGs) currently pose an exposure risk to Site users, and also currently represent an obstacle for Site redevelopment. The North Point Fill Area has approximately 400 feet of severely-eroded shoreline along the Back River/Sheepscot River. Like the rest of the Site, the shoreline is characterized by ACM and PAH-contaminated fill material which is washed into the river during rain events and high tide conditions. The North Point Fill Area consists of ten Town-owned parcels (Lot 68 through 77) and an unimproved paper street.

### **4. ENVIRONMENTAL ASSESSMENTS:**

In 2004, Jacques Whiteford Company, Inc. (JWC) completed a Phase II Environmental Site Assessment on behalf of Mason Station LLC at the Site; a portion of which was conducted in the vicinity of the Fill Area. JWC visually identified potential ACM in demolition debris present at the Site and estimated that the fill area extended approximately 400 linear feet along the shoreline, and covered an area of approximately 50,000 square feet.

In February of 2008, Ransom Consulting, LLC (Ransom) completed a subsurface investigation in the vicinity of the Fill Area (“North Peninsula Fill Area Investigation, 144 Birch Point Road, Wiscasset, Maine,” dated February 26, 2008). The investigation included: completion of twenty-seven test pits; testing of fourteen soil samples for solid waste characterization in accordance with MEDEP Solid Waste Management Rules, Chapter 405; and collection of thirty-seven soil samples for laboratory analysis of ACM. Additionally, a visual reconnaissance was conducted near the Fill Area and shoreline to identify suspect ACM present at the ground surface; this reconnaissance resulted in the collection of 56 bulk ACM samples, included gaskets, wire insulation, roofing material, transite, mastic, paperboard, fiberglass, brick and miscellaneous fibrous material.

In 2016, Ransom completed a Phase II ESA at the Site on behalf of the Town of Wiscasset through the LCRPC Brownfield Assessment Program. Test pits completed in the Fill Area were found to contain fill material, including bricks and ash, in accessible and potentially accessible soils. Surficial soils were found to contain asbestos, benzo(a)pyrene, and arsenic at concentrations which exceeded the applicable MEDEP standards.

### **5. CONTRACTOR SCOPE OF WORK:**

The selected contractor will be expected to perform work on the tasks described in this scope of work as described in this Request for Proposal (RFP):

Evaluate the environmental reports to date specifically, focusing on the completeness of the reporting to determine any data gaps that may be present in the analysis, and ensure that the information is up to date with the latest state and federal regulations governing the Brownfield program.

Prepare an Analysis of Brownfields Cleanup Alternatives (ABCA) and other Federal/State required remedial design and engineering documents (i.e. RAP, HASP, QAPP etc.) and submit to the Town

first, then to the State and federal agencies for review and approval.

Conduct public meetings, providing written material to the public to explain the remediation process and the clean-up alternatives and redevelopment plans as necessary to meet federal and state regulations.

Work with the Wiscasset Town Manager to develop a complete bid package for the procurement of a clean-up contractor meeting the requirements of the cleanup grant.

Once a Contractor has been selected, manage the clean-up process on site and oversee cleanup activities, site inspections and sampling. Provide a detailed description of this process including the number of days on site to oversee the work, method of coordinating with the site manager and clean-up contractor etc. frequency of site reports which need to include # of inspections, samples, etc. to ensure compliance.

Once site is cleaned, prepare a remedial action report outlining activities at the site describe method to clear site.

Prepare required cleanup completion/closeout documents, including Uniform Environmental Covenant (UECA) if needed, and obtain ME DEP Certificate of Completion and VRAP when completed.

Meet at least monthly with ME DEP, EPA, Town and Brownfield Team to report on progress.

Prepare and submit all required State/Federal Reports to the appropriate authority.

Other duties specific to engineering Contractors for Brownfields work as described under State/Federal Law.

### **Submittal Requirements**

Please submit six (6) copies of your proposal. One copy should be unbound. Complete proposals should be limited to 20 pages, single sided, inclusive of cover letter and attachments. Proposals should be submitted no later than 4:30 p.m. on Wednesday November 1<sup>st</sup>, 2023 to Dennis Simmons, Town Manager, 51 Bath Road, Wiscasset, ME 04578. Postmarked or facsimile materials will not be accepted. The Town reserves the right to reject any or all proposals and/or waive any informality thereon. Your proposal shall include, but is not limited to, the following:

#### **Cover Letter**

The cover should include a letter on your company letterhead addressing the proposal format. The letter should be signed by an officer of the firm authorized to bind the firm to all comments made in the proposal and shall include the name, address and phone number of the person(s) to contact who will be authorized to represent your firm.

#### **Qualifications and Experience**

Provide a description of the overall history and qualifications of your firm's background, experience and capabilities to perform the Scope of Work. Experience with environmental work within the Town of Wiscasset, engineering cleanups at former power generating facilities, and familiarity with Brownfield cleanups and utilizing grant funds should be identified and presented. Please include similar information on any proposed subcontractors.

## **Organizational Profile**

Provide a summary of all personnel potentially to be involved in the project including all sub-Contractors. Designate the Principal in Charge, the Project Manager and other key personnel. Provide personal resumes illustrating the experience and background of key personnel who will be assigned to the project.

### **Staffing and Resource Availability**

Provide information regarding your firm's current staffing, current workload, and availability to provide the subject services.

### **Experience and Representative Projects**

List representative examples of related work you have performed for other public agencies over the past five (5) years which illustrates your firm's role and experience in providing the services required.

## **References**

Provide at least three (3) references for similar work your firm has performed. Include name of person, position and phone number where reference may be reached.

## **Fee Statement (separate sealed envelope)**

Each proposal must include a sealed fee statement under separate cover. The sealed fee statement will not be opened until the preferred Contractor is selected. The fee and scope of work shall be subject to negotiation.

The fee statement shall provide a schedule of the fees on an hourly basis for each of the key personnel and subcontractors as well as a schedule of other basic costs, should additional services be necessary.

The Contractor should estimate the nature and cost of any additional services deemed necessary to complete this project.

No contracts shall be awarded wherein the fee is stated as a percentage of the project cost.

Provide a budget for your submitted proposal. Your proposed fee should be broken out by task based on the proposed scope of work or other logical basis. Please include a time and materials fee schedule for review. The Town recognizes that it may be difficult for Proposers to develop an accurate budget given the open-ended parameters of this proposal. In light of this concern, Proposers should be aware that the Town may negotiate the scope of work of the contract as well as its terms and conditions to "fit" the Town's needs and priorities.

Once the selection committee has selected a firm adequately qualified for the scope of work, the Town may negotiate a contract with the selected firm for compensation which they determine to be fair and reasonable to the Town. Should the committee be unable to negotiate a satisfactory contract with the firm selected, the committee may undertake negotiations with another proposing firm.

## **Disclosure**

Contractors need to disclose any potential conflicts of interest they may have in responding to this RFP. Contractors must submit a list of studies their firm has conducted in the State of Maine.

## **Timeline**

Contractors should provide a timeline for completing the various components of the services required as a part of this RFP. The complete remediation must be finished by September 30<sup>th</sup>, 2027.

## **Contract Requirements**

The tasks outlined in this RFP will be funded through a United States Environmental Protection Agency Brownfields Assessment Grant. Therefore, the Contractor must comply with all applicable Federal and State regulations. Contractors are advised to review the rules prior to submittal of a proposal.

## **Additional Requirements of EPA Funding**

Compliance with all Terms & Conditions of the Cooperative Agreement between EPA and the Town of Wiscasset for activities related to their cleanup grant funding this project, including:

The Town of Wiscasset is required to document contracts performed by MBE/WBE on an annual basis, Contractor agrees to submit this information to the Town by August 31st each year. This is a federally assisted project and is subject to the Fair Labor Standards Act, which include Davis-Bacon (Certified Payroll), 24 CFR 85.36 (bonding requirements), Section 3 & M/WBE and related acts. All wage and reporting requirements of the Davis-Bacon Act must be followed during this project.

## **Selection Criteria and Process**

It is the policy of the Town in employing architectural, engineering and Contractor services to publicly announce all requirements for such services and to award contracts on the basis of demonstrated competence and qualifications for the type of professional services required, the technical merits of proposals and the price for which services are to be rendered.

The Town of Wiscasset looks most favorably on those respondents that:

Provide a team of key personnel who have experience working together and who have the abilities to competently address the problems presented by this project;

Demonstrate the ability to employ an exemplary design approach in solving the unique problems presented by this project; and

Demonstrate the capacity of the firm to perform the work and manage the project within the time and budget limitations.

After the deadline for proposal submittal, all proposals will be reviewed and evaluated by a Selection Committee consisting of Town staff, selectmen, and other appointed officials. Additional information may be requested of prospective Contractors. The Committee may conduct interviews as part of the selection process. The contract will be awarded by the Board of Selectmen.

The Town reserves the right to reject proposals which are non-negotiable and non-responsive and to negotiate with the Contractor or Contractors who, in the Town's opinion, are deemed to be the best qualified to do the job.

### **General Terms and Conditions**

The following terms and conditions are subject to change.

### **Personnel**

The Contractor represents that he/she has or will secure, at Contractor's own expense, all personnel required in performing the services under the Agreement. Such personnel shall not be employees of or have any contractual relationship with the Town. All of the services required hereunder will be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

Unless otherwise stated in this proposal, none of the work services covered by the Agreement shall be subcontracted without the prior written approval of the Town. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of the Contract.

### **Assignability**

The Contractor shall not assign any interest in the Agreement and shall not transfer an interest in the same (whether by assignment or elevation), without the prior written consent of the Town thereto; provided, however, that claims for money by the Contractor from the Town Lender the Agreement may be assigned to bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Town.

### **Findings Confidential**

All of the reports, information, data, etc. prepared or assembled by the Contractor under the Contract are confidential until reports are finalized and the Contractor agrees that they shall not be made available to an individual or organization without the prior written approval of the Town.

### **Copyright**

No report, maps or other documents produced in whole or in part under the Agreement shall be the Subject of any application for copyright by, or on behalf of, the Contractor.

### **Independent Contractor Status**

It is expressly understood that the Contractor named in any proposed agreement is acting solely as an independent contractor, not as an agent or employee of the Town. The Town shall not under any circumstances be liable to the Contractor for or any person or persons acting for or under it or to any person for any deaths, injuries, or property damage received or claimed unless any such liability arises by virtue of the sole negligence of the Town its officers or employees and the Contractor agrees to defend and hold the Town free and harmless from liability which is not due to any fault of the Town, its officers, agents, or employees.

### **Compliance with Local, State and Federal Law**

The Contractor shall comply with all applicable laws, ordinances, and codes of the federal, state and local governments.

**Hold Harmless Clause**

The Contractor shall indemnify and save harmless the Town against all loss, cost, or damage on account of an injury to persons or property, including employees or property of the Town occurring in the performance of the contract.

**Insurance Requirement**

Contractor shall provide written proof of insurance coverage for personal injury and property damage, including comprehensive general and automobile liability and contractual liability in a form and amount acceptable to the Town. Carrier shall provide notice of any change in or limitation of coverage or of cancellation no less than 30 days prior to the effective date. All coverage shall be provided by a carrier authorized to transact business in Maine and shall be primary.

**CLAIMS:**

The Town of Wiscasset will not be held responsible for any damages or injuries arising out of any snow removal activity for the Town. Any related claim will be referred to the Contractor. The contractor may wish to make personal restoration within a reasonable amount of time at the property owner's satisfaction or process a claim with their insurance carrier.

**INSURANCE:**

The Contractor shall furnish proof of coverage with adequate insurance of the types and to the limits specified below naming the Town of Wiscasset as additional insured. Certificate of such insurance shall be filed with the Town Manager by signing of a contract.

**PROFESSIONAL LIABILITY INSURANCE:**

\$1,000,000 per claim.

**WORKERS' COMPENSATION:**

Workers' Compensation, coverage with Statutory Limits and Employers Liability for all employees with limits of \$400,000 per incident; and in case any work is sublet, the Contractor shall require the sub-contractor similarly to provide coverage for the latter's employees unless such employees are covered by the protection afforded the Contractor.

**AUTOMOTIVE LIABILITY INSURANCE:**

Automotive Liability insurance with minimum limits of liability for bodily injury in the amount of \$400,000 for each occurrence and minimum limits of liability for property damage in the amount of \$50,000/\$100,000 aggregate.

**GENERAL LIABILITY INSURANCE:**

General Liability insurance with minimum limits of liability for bodily injury in the amount of \$500,000 for each occurrence and minimum limits of liability for property damage in the amount of \$50,000/\$100,000 aggregate, or a combined single limit of \$500,000 for each occurrence, including completed operations shall be required.

**CONDITIONS OF BINDING CONTRACT**

No contract awarded pursuant to this RFP will become binding until after:

The Town Manager negotiates a final contract, scope and amount and is then signed by both parties.

### **PRODUCT OWNERSHIP**

Any documents, plans, literature, electronically stored data, or drawings resulting from the contract will be the property of the Town of Wiscasset.

#### Licensing Requirements

Any license requirements will be the sole cost and responsibility of the Contractor.

### **PROPOSED DEVELOPMENT COSTS**

The cost of preparing and submitting this proposal is the sole responsibility of the Proposer and shall not be chargeable in any manner to the Town.

### **RESERVATION OF RIGHTS**

The Town reserves and may, in its sole discretion, exercise the following rights and options:

The Town reserves the right to reject any and all proposals and the right to elect not to proceed with the project.

The Town may accept or reject any or all of the items in or elements of any Proposal and award the contract in whole or in part if it is deemed in the Town's best interest to do so;

The Town may request that some or all of the Respondents modify their Proposals based upon the Town's evaluation