



Blanket Contract # 20170616

City of Springfield Blanket Contract Tracer Log

INSTRUCTIONS: Upon receipt, please initial and write in the date of receipt on this Tracer form. When your department has approved and signed the blanket contract, please initial and date in the forwarding section and deliver to the next department.

DEPARTMENT	DATE RECEIVED		DATE FORWARDED TO NEXT DEPT.	
	Initials	Date	Initials	Date
Office of Procurement			RW	07/10/17
Disaster Recovery & Compliance	ML	7/11/17	ML	7/11/17
Community Development	CM	7/14/17	CM	7/17/17
City Comptroller	MS	7/18/17	MS	7/18/17
Law	PF	7.18.17	PF	7.18.17
CAFO	JMM	7.27.17	JMM	7.28.17
Office of Procurement			RW	7/28/17
Mayor	CG	7/28/17	CG	7/28/17

Vendor No.: 237 Contract No: 20170616 Blanket Contract Date: 03/01/2017

Blanket Contract Amount \$500,000.00

Blanket Renewal Date: 12/01/2017

Blanket Contract Expiration Date: 02/28/2018

Req No.: Act No.:

Bid No.: 17-086

Vendor Name: ATC Group Services LLC

Blanket Contract Purpose: On-Call Environmental Assessment Services

Requesting Dept.: Community Development- Disaster Recovery & Compliance

TYPE OF DOCUMENT (Please select at least one):

New
 Amendment
 Extension
 Renewal

AGREEMENT FOR ON-CALL ENVIRONMENTAL ASSESSMENT SERVICES

Upon execution by all parties, this Agreement shall be effective as of March 1, 2017, by and between the **CITY OF SPRINGFIELD**, a municipal corporation with a principal place of business at 36 Court Street, Springfield, Massachusetts, acting by and through its OFFICE OF COMMUNITY DEVELOPMENT/DISASTER RECOVERY (36 Court Street, Room 405, Springfield, Massachusetts), with the approval of its Mayor (hereinafter referred to as "**CITY**"), and **ATC GROUP SERVICES, LLC** a Massachusetts limited liability company with a usual place of business at 73 William Franks Drive, West Springfield, Massachusetts 01089 (hereinafter referred to as the "**CONTRACTOR**").

WHEREAS, the CITY desires to retain an on-call environmental firm to provide environmental testing, reporting, monitoring, remediation, oversight in connection with City demolition and construction projects and recommendations on environmental regulations to City staff and/or contractors hired by the City; and

WHEREAS, the City issued a Request for Qualifications for On-Call Environmental Services for the Office of Community Development and Disaster Recovery (Bid No. 17-086) and various City departments, and selected the CONTRACTOR for the award of a contract; and

WHEREAS, the CONTRACTOR represents and warrants that the CONTRACTOR meets the criteria set forth in Bid No. 17-086 and that the CONTRACTOR possesses the necessary knowledge and experience to perform the Work and services herein described; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and the CONTRACTOR agree as follows:

1. SCOPE OF SERVICES

A. The CONTRACTOR agrees to provide the following on call services for a determination of environmental conditions that may impact the PROJECT site and/or the construction of the PROJECT for which the CONTRACTOR has been called to provide services, as described in the "Request for Design Service - Bid 17-086" ("RFP") attached hereto as Exhibit A, and the Contractor's Proposal attached hereto as Exhibit B, which exhibits are incorporated herein by reference.

The Services will mainly include, but will not be limited to, the following activities:

- Providing environmental consulting services to City staff and/or contractors hired by the City as requested by the City of Springfield.
- Providing advice and/or recommendations on environmental regulations, as requested by the City of Springfield.

- Researching environmental history of properties, as requested by the City of Springfield.
- Corresponding with various state and federal environmental agencies including the DEP and EPA on the behalf of the City of Springfield.
- Submitting required reports on behalf of the City of Springfield to the DEP, EPA and/or other environmental regulatory agencies.
- Pre-Demolition/Pre-Construction environmental property assessments.
- Conduct environmental assessments and clean-up under the MCP including primarily Release Abatement Measures, Utility Release Abatement Measures, Immediate Response Actions, Response Action Outcome Statements and Limited Removal Actions.
- Provide LSP opinions on exemption of releases due to coal, coal ash and wood ash, pesticides, and lead from lead based paint.
- Sampling, surveying and reporting of suspected hazardous materials, including but not limited to, asbestos, lead, paint, oil and PCBs.
- Providing oversight during the removal of above-ground and underground storage tanks including post removal samples and reporting.
- Supervising and coordinating the removal of hazardous materials and contaminated soil and/or oil tanks.
- Providing environmental monitoring and oversight for various City construction and/or demolition projects.

B. Section 3 Clause

The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations (see Exhibit A). Additional requirements are set forth in Exhibit A, Section IV.

C. Key Personnel: The CONTRACTOR will assign the "Key Personnel" set forth in Exhibit B to the projects under this Agreement. Key Personnel must meet the applicable qualifications set forth in Exhibit A. In the event the CONTRACTOR seeks to assign a Key Person to a City project under this Agreement who is not listed in Exhibit B, such a change will require the prior written approval of the Department Head overseeing the particular project.

2. DATE AND TERM

A. Initial Term: The initial term of this Agreement will be from March 1, 2017 to February 28, 2018, unless earlier terminated as provided herein.

B. Options to Renew: The CITY may exercise the right to renew this agreement for up to two (2) consecutive additional one-year terms. The first renewal term would be for the period from March 1, 2018 to February 28, 2019 and the second renewal term would be for the period from March 1, 2019 to February 29, 2020.

3. COMPENSATION AND MAXIMUM LIABILITY

A. The City's maximum liability under this Agreement during any contract year (March 1st to February 28/29th) shall not exceed Five Hundred Thousand and 00/100 Dollars (\$500,000.00). The City will not be liable for any fees, costs, or services unless the City has given written, prior authorization for the amount of such fees, costs, or services.

B. The CONTRACTOR shall be paid by the CITY for the work required or contemplated by this Agreement in accordance with the rates listed in the CONTRACTOR'S Price Proposal attached hereto as Exhibit C and incorporated herein by reference. The prices set forth in Exhibit C shall remain in effect during any renewal period (see Exhibit A and Exhibit C). See CONTRACTOR'S detailed price proposal below.

PRICE PROPOSAL – FORM B.2
ASBESTOS

	Description	Type of Service(s)	Unit Price	
1.	Phase Contrast Microscopy (PCM) (24-hour Turn-around)	Analysis & Report	Per Sample	\$0.00 (Zero dollars)
2.	Polarized Light Microscopy (PLM) Bulk Samples (5 Day Turn-around)	Analysis & Report	Per Sample	\$7.00 (Seven dollars)
3.	Polarized Light Microscopy (PLM) Bulk Samples (24 Hour Turn-around)	Analysis & Report	Per Sample	\$10.00 (Ten dollars)
4.	Transmission Electron Microscopy Bulk Samples (5 day Turn-around)	Analysis & Report	Per Sample	\$55.00 (Fifty-five dollars)
5.	Transmission Electron Microscopy Bulk Samples (24 hour Turnaround)	Analysis & Report	Per Sample	\$66.00 (Sixty-six dollars)
6.	(1) Certified Industrial Hygienists	On-site and Report	Per Hour	\$170.00 (One hundred Seventy dollars)
7.	(1) MA Licensed Asbestos Project Monitor	On Site and Report.	Per Hour	\$65.00 (Sixty-five dollars)

8.	(1) MA Licensed Asbestos Inspector	On Site & Report	Per Hour	\$75.00 (Seventy-five dollars)
9.	MA Licensed Asbestos Project Designer	On-Site and Report	Per Hour	\$125.00 (One hundred twenty-five dollars)
10.	Asbestos Project Manager	On-Site and Report	Per Hour	\$125.00 (One hundred twenty-five dollars)

PRICE PROPOSAL - FORM B.3
LEAD BASED PAINT

	Description	Type of Service(s)	Unit Price	
1.	(1) MA Licensed Lead Paint Inspector	On Site & Report	Per hour	\$80.00 (Eighty dollars)
2.	(1) Lead Based Paint Analysis (LBP) Air & Wipe Sampling (5-day Turnaround)	Lab & Report	Per sample	\$7.00 (Seven dollars)
3.	(1) Field Representative (Project Monitor for Lead Based Paint)	On Site	Per Hour	\$65.00 (Sixty-five dollars)
4.	(1) Lead Based Paint Project Designer	On Site & Report	Per Hour	\$125.00 (One hundred twenty-five dollars)
5.	X-Ray Fluorescence (XRF)	On Site	Per Day	\$0.00 (Zero dollars)
6.	Laboratory Analysis (Lead Bulk Samples) (5-day Turnaround)	Analysis & Report	Per Sample	\$7.00 (Seven dollars)
7.	Laboratory Analysis – TCLP Lead	Analysis & Report	Per Sample	\$55.00 (Fifty-five dollars)

PRICE PROPOSAL - FORM B.4
ENVIRONMENTAL ASSESSMENT & REMEDIATION

	Description	Unit Price	
1.	(1) Licensed Site Professional (LSP)	Per hour	\$130.00 (One hundred thirty dollars)

2.	(1) Project Manager	Per Hour	\$95.00 (Ninety-five dollars)
3.	(1) Environmental Scientist	Per Hour	\$75.00 (Seventy-five dollars)
4.	(1) Project Scientist	Per Hour	\$75.00 (Seventy-five dollars)
5.	(1) Field Technician	Per Hour	\$65.00 (Sixty-five dollars)
6.	(1) Drilling Rig & Operator	Per Hour	\$220.00 (Two hundred twenty dollars)
7.	Preparation of an LSP bill of lading and asphalt batching acceptance document for petroleum contaminated soil including analysis for a commercial building	Per Sample	\$1,000.00 (One thousand dollars)
8.	Preparation of an LSP bill of lading and MA landfill acceptance document for petroleum or hazardous materials including laboratory analysis.	Per Sample	\$1,500.00 (One thousand five hundred dollars)
9.	Microscopic analysis of coal, asphalt, coal ash and wood ash	Per sample	\$325.00 (Three hundred twenty-five dollars)
10.	Land Surveying (team)	Per hour	\$140.00 (One hundred forty dollars)
11.	PCBs in soil and building materials with SOXHLET extraction	Per hour	\$65.00 (Sixty-five dollars)
12.	VPH soil or groundwater	Per sample	\$80.00 (Eighty dollars)
13.	EPH soil or groundwater	Per sample	\$125.00 (One hundred twenty-five dollars)
14.	Contaminated Soil Excavation	Per Day	\$2,000.00 (Two thousand dollars)
15.	Fractionation tank for de-watering up to 10,000 gallons including mobilization	Per Day	\$150.00 (One hundred fifty dollars)

16.	Soil Disposal asphalt batching plant	Cubic Yard	\$80.00 (Eighty dollars)
17.	Soil disposal at a Massachusetts Landfill as daily cover including transportation	Cubic Yard	\$75.00 (Seventy-five dollars)
18.	Contaminated groundwater disposal with petroleum contamination from a UST or AST including transportation	Per Gallon	\$1.50 (One and half dollars)
19.	NAPL removal from a UST, AST or an open excavation with a vacuum truck and disposal	Per Gallon	\$2.50 (Two and a half dollars)
20.	APH analysis indoor air or soil gas	Per Sample	\$310.00 (Three hundred ten dollars)
21.	TO-15 analysis indoor air or soil gas	Per Sample	\$250.00 (Two hundred fifty dollars)

PRICE PROPOSAL – FORM B.5
INDOOR AIR QUALITY TESTING

1.	(1) Field Technician	On Site and Report	Per Hour	\$75.00 (Seventy-five dollars)
2.	(1) Certified Industrial Hygienist	On Site and Report	Per Hour	\$170.00 (One hundred seventy dollars)
3.	(1) Laboratory Analysis Mold Cultures	Analysis and Report	Per Sample	\$48.00 (Forty-eight dollars)
4.	(1) Laboratory Analysis Bacteria Cultures	Analysis and Report	Per Sample	\$52.00 (Fifty-two dollars)
5.	(1) Laboratory Analysis Spore Trap	Analysis and Report	Per Sample	\$42.00 (Forty-two dollars)
6.	(1) Laboratory Analysis Dust	Analysis and Report	Per Sample	\$63.00 (Sixty-three dollars)
7.	(1) Laboratory Analysis Formaldehyde	Analysis and Report	Per Sample	\$72.00 (Seventy-two dollars)
7.	(1) Direct Reading Instrument Carbon Dioxide, Carbon Monoxide, Relative Humidity and Temperature	Instrument	Per Day	\$0.00 (Zero dollars)
8.	(1) Direct Reading Instrument Dust	Instrument	Per day	\$83.00 (Eighty-three dollars)

Notes:

1. All prices recorded shall include all equipment calibration efforts, sample container preparation, meetings, vehicle/travel, mileage, postage, administration time/duties, administrative paperwork, typing, or data processing of all documentation or correspondence.

2. Form shall not be altered, amended, supplemented, or substituted by Bidder.

5. ATC OWNED EQUIPMENT INVENTORY

ATC offices are fully outfitted with portable specialized technical equipment to respond to multi-site, multi-service projects at a moment's notice. Our equipment is warehoused in-house and maintained by full-time Equipment Managers. ATC's equipment is routinely inspected to

assure optimal utilization and full compliance with regulatory standards.

Our equipment inventory includes, but is not limited to: Niton XRF instruments, personal air sampling pumps (low-flow), area air sampling pumps (high-flow), tube holders, indoor air quality direct-reading monitors (carbon dioxide, carbon monoxide, temperature, and relative humidity), moisture meters, personal noise dosimeters, sound level meters, four gas meters, thermal imaging cameras, velometers, direct-reading dust/particulate monitors, photo ionization detector (PID) VOC direct reading meters, non-viable mold sampling pumps, viable mold sampling pumps with Anderson cascade impactors, and illumination meters. See attached Exhibit B for a detailed list of equipment.

6. STANDARD OF CARE

A. The CONTRACTOR agrees to perform the services required or contemplated by this Agreement as expeditiously as possible and still consistent with professional skill and care, in good faith, and in accordance with the highest industry standards of professional skill, diligence and care for the type of services being performed.

B. The CONTRACTOR acknowledges that the CITY is relying on the CONTRACTOR'S expertise and adherence to this standard of care. The CONTRACTOR warrants that it has the experience, competence, expertise, and financial solvency to perform the work required or contemplated by this Agreement.

7. TIME IS OF THE ESSENCE

The CONTRACTOR acknowledges that time is of the essence in its completion of the services required or contemplated by this Agreement. No claim, dispute, or other matter in question shall constitute grounds for the CONTRACTOR to delay performance of its obligations hereunder.

8. CONTRACTOR'S DESIGNATED REPRESENTATIVE

Upon execution of this Agreement, the CONTRACTOR shall designate to the CITY'S representative and to the Project Manager one person who shall act as its designated representative for communications regarding services required or contemplated by this Agreement.

9. NOTICE

Any notice regarding this agreement shall be deemed to be delivered when delivered in person or by mailing to the addressed party at their normal business address of record with the CITY as follows:

The City:

Tina-Marie Quagliato
Director of Disaster Recovery & Compliance
36 Court Street, Room 405
Springfield, MA 01103

With a copy to:

City Solicitor
36 Court Street, Room 210
Springfield, MA 01103

To the CONTRACTOR:

ATC Group Services, LLC
Attn.: Brian Williams, Branch Manager
73 William Franks Drive
West Springfield, MA 01089

10. CONFIDENTIALITY

The CONTRACTOR shall not, without the express written approval of the CITY, disclose or permit the disclosure of any confidential information relating to the CITY or the PROJECT, unless withholding such information would violate the law, create a risk of substantial harm, or is needed to establish a claim or defense in an adjudicatory proceeding between the parties. The CONTRACTOR shall require the same agreement from its consultants and subcontractors.

11. COMPLIANCE WITH THE LAW

A. The CONTRACTOR and its subcontractors, agents, and consultants shall comply at all times in all respects with all government codes, laws, ordinances, regulations, and rules, affecting or applicable to the CONTRACTOR'S services, including but not limited to all laws regarding environmental notifications and all laws regulating employment of persons in connection with the PROJECT.

B. The CONTRACTOR hereby certifies that it is currently in compliance with all laws of the United States, the Commonwealth of Massachusetts, and the City of Springfield, including but not limited to taxes and licensures.

C. The CONTRACTOR represents that it is in good standing and is qualified to do business as a corporation in The Commonwealth of Massachusetts.

D. The CONTRACTOR shall comply with applicable MBE/WBE requirements.

E. The CONTRACTOR shall not discriminate against any employee, consultant or

applicant for employment because of race, color, creed, national origin, age, sex, or in any other prohibited way. The CONTRACTOR also shall comply with equal employment opportunity/affirmative action, special residence construction hiring programs, and all other policies adopted by the CITY that relate to the CONTRACTOR'S services under this Agreement.

12. PROJECT DOCUMENTS

Reports, test results, drawings, specifications and all other documents, including those in electronic format, prepared or developed by or for the CONTRACTOR pursuant to providing the services required or contemplated by this Agreement shall be the property of the CITY without limitation and without further payment to the CONTRACTOR.

13. CONTRACTOR'S RECORDS

The CONTRACTOR shall maintain, for at least six (6) years from the date of final payment for services, according to generally accepted accounting principles, records of hours incurred by the CONTRACTOR in the performance of services required or contemplated by this Agreement, which records shall be available for inspection and copying to the CITY or the CITY'S authorized representatives (including without limitation, attorneys, city auditors, consultants, accountants, or other auditors with respect to such audits as may be required by any lender, including any governmental or quasi-governmental authority, providing financing for all or a portion of the Project).

14. CONTRACTOR'S INSURANCE

A. The CONTRACTOR shall at all times during the term of this Agreement and extended terms thereof, provide and maintain at its own expense, the following types of insurance, with limits of liability not less than those specified below:

- i. Worker's Compensation Insurance as statutorily required, including a waiver of subrogation.

ii. Comprehensive/Commercial General Liability Insurance in amounts not less than \$1,000,000.00 per occurrence, Combined Single Limit, for Bodily Injury and Property Damage.

iii. Motor vehicle Liability Insurance in an amount not less than \$1,000,000, per claimant and \$2,000,000 per accident for use of a motor vehicle by the agents, servants, sub-contractors, consultants, and employees of the CONTRACTOR for services under this Agreement.

iv. Professional Liability Insurance in amounts not less than \$1,000,000.00 insuring CONTRACTOR for professional errors or omissions in the performance of work under this Agreement.

B. Comprehensive/Commercial General Liability Insurance may be obtained under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an excess or umbrella liability policy. The Comprehensive/General Liability Insurance policy shall include the "Personal Injury" hazards including the deletion of the employment practices exclusion.

C. The insurance policies required shall contain a provision that coverages afforded under said policies shall not be canceled or expire until at least thirty (30) days after written notice has been given to the CITY and shall include a liability endorsement covering this Agreement and making the CITY an additional insured under the Comprehensive General Liability Policy. Certificates of insurance showing such coverages to be in force shall be attached to this Agreement upon execution and thereby shall become a part of this Agreement. Certificates shall indicate effective dates and dates of expiration of policies.

D. All insurance policies required hereunder shall be written by companies licensed to do business in the Commonwealth of Massachusetts, shall carry a Best's rating of "A" or better, and shall be in a form satisfactory to the CITY. With the exception of Workers Compensation and the Professional Liability coverage, the CITY shall be named as an additional insured on each policy required.

15. OBLIGATIONS OF THE CONTRACTOR

Amendments to this section, if any, will be included in the Project Order.

A. CONTRACTOR'S Representations: By entering into this Agreement with the OWNER, the CONTRACTOR represents and warrants the following:

1. That the CONTRACTOR is experienced in and competent to perform the type of work required;
2. That the CONTRACTOR is financially solvent, able to pay the CONTRACTOR'S debts as they mature, and possesses sufficient working capital to initiate and complete the work required under the Agreement;

3. That the CONTRACTOR is familiar with all Federal, State, County, Municipal and departmental laws, ordinances, permits, regulations and resolutions applicable to the work which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or any part thereof,
4. That such temporary and permanent work required by the Contract which is to be done by the CONTRACTOR will be satisfactorily performed;
5. That the CONTRACTOR will fully comply with all requirements in the Agreement;
6. That the CONTRACTOR will perform the work consistent with sound Project Management practice, good workmanship, and sound business practices, and in the most expeditious and economical manner consistent with such standards and OWNER'S interests.
7. That the CONTRACTOR will furnish efficient business administration and experienced management and an adequate supply of employees at all times;
8. That the CONTRACTOR will complete the work within the Project/Task Time, milestones, and price unless adjusted by agreement of the parties hereto.

B. Prevailing Wage

The conditions of employment and minimum wage rates as set forth by both the United States Department of Labor and the Massachusetts Division of Occupational Safety shall prevail in the execution of the work under the contract. Successful Proposer's will be required to pay the higher of the two wage rates for all applicable positions. Both Federal and State Wage Rate Schedules are contained in the Specifications. See Exhibit A.

16. OBLIGATIONS OF THE OWNER

Amendments to this section, if any, will be included in the Project Order.

A. OWNER-FURNISHED DATA:

The OWNER may provide to the CONTRACTOR all technical data in the OWNER'S possession, including, but not limited to, previous reports, maps, surveys, borings, and all other information relating to the CONTRACTOR'S services on the PROJECT. The CONTRACTOR may, where reasonable, rely upon the accuracy, timeliness, and completeness of the information provided by the OWNER.

B. ACCESS TO FACILITIES AND PROPERTY:

The OWNER will make its facilities accessible to the CONTRACTOR as required for the CONTRACTOR'S performance of its services and will provide

labor and safety equipment as required by the CONTRACTOR for such access. The OWNER will perform, at no cost to CONTRACTOR, such tests of equipment, machinery, pipelines, and other components of the OWNER'S facilities as may be required in connection with CONTRACTOR'S services, unless otherwise agreed to.

C. ADVERTISEMENTS, PERMITS, AND ACCESS:

Unless otherwise agreed in the Scope of Services, the OWNER will obtain, arrange, and pay for all advertisements for bids, permits and licenses required by local, state, province, or federal authorities; and land, easements, right-of-way, and access necessary for the CONTRACTOR'S services or PROJECT construction.

D. TIMELY REVIEW:

The OWNER may examine the CONTRACTOR'S studies, reports, sketches, drawings, specifications, proposals, and other documents; and may obtain advice of an attorney, insurance counselor, accountant, auditor, and other consultants as the OWNER deems appropriate; and render in writing decisions required of OWNER in a timely manner. Such review or examination shall not diminish the CONTRACTOR'S responsibilities under this Agreement.

E. PROMPT NOTICE:

The OWNER will give prompt written notice to CONTRACTOR whenever the OWNER observes or becomes aware of any development that affects the scope of timing of CONTRACTOR'S services, or any defect in the work of the CONTRACTOR or construction contractors. The giving or failure to give such notice shall not diminish the CONTRACTOR'S responsibilities under this Agreement.

F. DISPUTES

The Director of Department shall decide on all matters of contract dispute as raised by the CONTRACTOR, except such matters which this contract states are the duty of the CONTRACTOR to determine.

G. NOTIFICATION OF DELAY:

If the CONTRACTOR claims that the CONTRACTOR is delayed or cannot perform the work because of a failure on the part of the OWNER, then the CONTRACTOR must timely (within ten calendar days of the knowledge of this failure) and in writing inform the OWNER of this fact, and the period of delay, or approximate period of delay if not then known, or the claim shall be considered waived.

H. ASBESTOS OR HAZARDOUS SUBSTANCES:

If asbestos or unanticipated hazardous substances in any form are encountered or suspected, the CONTRACTOR shall immediately notify the OWNER and may

stop its own work in the affected portions of the PROJECT to permit testing and evaluation of the problem. If asbestos is suspected, the CONTRACTOR will, if requested, assist the OWNER in contacting regulatory agencies and in identifying asbestos testing laboratories and demolition/removal contractors or consultants. If asbestos is confirmed, the OWNER may engage a specialty consultant or contractor to study the affected portions of the work and perform all remedial measures. If unanticipated hazardous substances other than asbestos are suspected, the CONTRACTOR may conduct tests as directed by the OWNER to determine the extent of the problem and may perform the necessary studies and recommend the necessary remedial measures at an additional fee to be negotiated.

17. INDEMNITY

A. The CONTRACTOR will defend (with counsel acceptable to the CITY), indemnify, and hold harmless (hereinafter "indemnification obligation") the City of Springfield, and its officials, officers, employees, agents, consultants and representatives from and against any and all claims, costs, loss, liability, expenses and fees (including but not limited to attorney's fees, costs of investigation, reports and expert witnesses), demands, suits and damages arising out of claims for bodily injury and/or property damage against any of them arising out of the acts, errors or omissions or willful misconduct of the CONTRACTOR, its agents, employees, sub-contractors, or consultants, in any way connected to the performance of this Agreement, or arising out of any violations by the CONTRACTOR, or any of its consultants, agents, sub-contractors, or employees, of applicable laws, ordinances, regulations, governmental approvals or other governmental restrictions, conditions or requirements relating to the work under this Agreement. The CONTRACTOR shall be held responsible for compliance with the indemnification obligations as they apply to its consultants and sub-contractors. The extent of the CONTRACTOR'S indemnification obligation under this Agreement shall not be limited by any obligation or term or condition of this Agreement or by any insurance policy required to be obtained by the CONTRACTOR. The CONTRACTOR'S indemnification obligations shall survive termination of this Agreement. The CITY shall give the CONTRACTOR prompt and timely notice of any claim or lawsuit filed against the CITY of which the CITY becomes aware.

B. The CONTRACTOR shall ensure that any and all consultants and sub-contractors to the CONTRACTOR provide a certificate of insurance prior to the start of work, and name the City as an additional insured on such policies.

C. No officer, agent, or employee of the CITY shall, because of any breach of this Agreement, be personally liable to the CONTRACTOR.

18. CONFLICT OF INTEREST

The CONTRACTOR hereby certifies that the following statements are true, correct and complete:

A. The CONTRACTOR has not given, offered or agreed to give any person, official, corporation or other entity any gift, promise contribution or offer of employment as an inducement for or in connection with, the award of this Agreement.

B. No Consultant to or subcontractor for the CONTRACTOR has given, offered or agreed to give any gift, promise, contribution, or offer of employment to the CONTRACTOR, or to any other person, official, corporation, or entity as an inducement for, or in connection with, the award to the Consultant or subcontractor of a contract by the CONTRACTOR.

C. No person, corporation or other entity, other than a bona fide full-time

employee of the CONTRACTOR, or CONTRACTOR'S consultants, has been retained or hired by the CONTRACTOR to solicit for or in any way assist the CONTRACTOR in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the CONTRACTOR.

D. The CONTRACTOR represents that no fee, commission or compensation of any kind has been paid, either directly or indirectly, by or on behalf of the CONTRACTOR to any affiliate of the CITY or any official, officer, director, employee, representative, consultant or agent of the CITY in connection with this Agreement, and that no agreement to make any such payment has been made or will be made by or on behalf of the CONTRACTOR.

E. No member, officer, or employee of the CITY, or its designees or agents, no member of the governing body of the CITY, and no other public official of the CITY who exercises any functions or responsibilities with respect to the awarding of or the work required or contemplated by this Agreement during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this Agreement.

F. The CONTRACTOR warrants that it has not and will not engage in conduct in violation of M.G.L. c. 268A regarding the awarding of this Agreement and the performance of services required or contemplated by this Agreement.

19. TERMINATION AND SUSPENSION

A. If the CONTRACTOR fails substantially to perform in accordance with the terms of this Agreement, the CITY may terminate this Agreement by 30 days written notice given to the CONTRACTOR, or in the sole discretion of the CITY allow the CONTRACTOR an opportunity to cure the non-compliance. If the CONTRACTOR does not cure the default to the satisfaction of the CITY within the thirty (30) day period, then the contract shall terminate. Upon termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the CONTRACTOR under this contract shall be delivered by the CONTRACTOR to the CITY within seven (7) days. The CONTRACTOR shall be entitled to receive just and equitable compensation for satisfactory and undisputed work completed prior to termination.

B. Notwithstanding anything in paragraph A above, this Agreement may be terminated by the CITY without cause and in its sole discretion upon written notice given to the CONTRACTOR at least thirty (30) calendar days prior to the date of termination.

C. In the event of termination of the Agreement, the CONTRACTOR shall be paid for services satisfactorily performed to the date of termination. The CITY may withhold from the CONTRACTOR'S compensation amounts sufficient to offset fraud, mistakes, unsatisfactory performance, over billing or any previous overpayments made by the CITY to the CONTRACTOR or any amounts necessary to offset any damage

sustained by the CITY as the result of CONTRACTOR'S negligence, default, or failure to perform under the terms of this Agreement.

D. If the CONTRACTOR shall fail to satisfactorily perform the services as provided in this Agreement (including but not limited to the timeliness and manner of performance) the CITY may, in addition to its legal and equitable remedies, suspend or withhold payment for services performed, in whole or in part, and in addition may: (i) require the CONTRACTOR to provide services which remedy such failure at no additional cost to the CITY; or (ii) obtain services at the cost of the CONTRACTOR in substitution for those due from the CONTRACTOR, provided that the CONTRACTOR'S liability for such costs shall not exceed the amount necessary to remedy such failure.

E. The CITY may in writing order the CONTRACTOR to suspend all or any part of the CONTRACTOR'S services for the PROJECT for the convenience of the CITY or for Work stoppage beyond the control of the CITY or CONTRACTOR for up to 60 days. Immediately upon receipt of such notice, the CONTRACTOR shall cease all work being performed under this Agreement for the Project. Within seven (7) days of receipt of such notice, the CONTRACTOR shall invoice the CITY for all work satisfactorily completed and shall be compensated in accordance with the terms of this Agreement for all work satisfactorily completed prior to the receipt of said notice.

20. ASSIGNMENTS

The CONTRACTOR shall not assign any of its rights under this Agreement or delegate any of the services or other obligations to be performed by the CONTRACTOR under this Agreement or transfer any interest in the same, whether by assignment or novation, without the prior written consent of the CITY, which consent may be withheld by the CITY in its sole discretion.

21. GOVERNING LAW

The laws of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction and performance of this Agreement.

22. VENUE AND EXCLUSIVE JURISDICTION

The parties hereto expressly agree that the sole and exclusive place, situs, and forum of any dispute arising out of this Agreement shall be the City of Springfield, Hampden County, Massachusetts and further agree that all claims, actions and legal proceedings which in any way arise under or relate to this Agreement or the services required or contemplated by this Agreement shall be solely and exclusively brought, heard, conducted, prosecuted, tried and determined by the Superior Court Department of the Massachusetts Trial Court sitting in Springfield, Massachusetts or the United States District Court for the Western District of Massachusetts sitting in Springfield, Massachusetts.

23. INTEGRATION

This Agreement and the Attachments thereto represent the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by all signatories hereto.

24. INCONSISTENCIES

In the event of an inconsistency between this Agreement, any Addendum hereto, and any Exhibit, then the terms of this Agreement shall control and if reference to the terms of this Agreement does not resolve the inconsistency, then the inconsistency shall be resolved by including the better quality of the work, the greater quantity of the work, or the inclusion of the work as part of the services required or contemplated by the CONTRACTOR under this Agreement.

25. SEVERABILITY

If any portion of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provisions.

IN WITNESS WHEREOF, the CITY OF SPRINGFIELD, acting by and through its OFFICE OF COMMUNITY DEVELOPMENT/DISASTER RECOVERY, with the approval of its Mayor, and the CONTRACTOR, **ATC Group Services, LLC**, have set their hands and seals on this Agreement, as of the day and year this Agreement is signed by all necessary parties, on the latest date noted below.

**THE CONTRACTOR,
ATC Group Services, LLC**


Brian Williams
By: [Signature]
Its: Branch Manager
Date Signed: 6/26/17

CITY OF SPRINGFIELD


[Signature]
Office of Procurement
Date Signed: 7/10/2017

Approved as to Form:
[Signature]
City Solicitor
Date Signed: 7-25-17

Approved as to Appropriation ^{N/A}

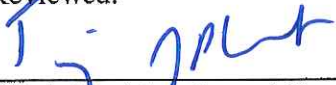


City Comptroller
Date Signed: 7/18/17

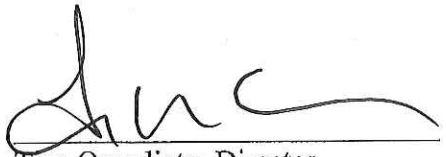


Kevin Kennedy
Chief Development Officer
Date signed: _____

Reviewed:

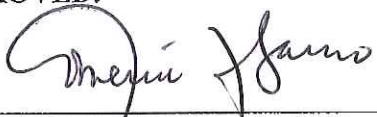


Chief Administrative and Financial Officer
Date signed: 7/27/17



Tina Quagliato, Director
Disaster Recovery and Compliance
Date Signed: 7/11/17

APPROVED:



DOMENIC J. SARNO, MAYOR
Date signed: 7/28/17

C # 20170616 V # 237

LIMITED LIABILITY CERTIFICATE

I, ** Robert C. Toups a resident of Lafayette Parish
in the State Louisiana, DO HEREBY CERTIFY: that I am the
Member/Manager of, ATC GROUP SERVICES, LLC., a Limited Liability Company duly organized
and existing under and by virtue of the laws of the State of Delaware and that I have
custody of the records of such Company; and that as of the date herein below recited authorized
Brian Williams *

(Officer Signing Contract)

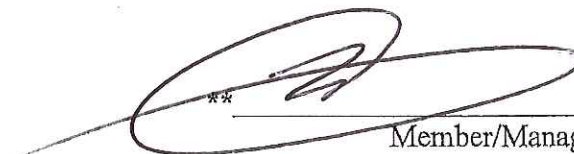
is the Branch Manager of such Company to execute and deliver in the name
TITLE
and on behalf of the Limited Liability Company the following:

ON-CALL ENVIRONMENTAL ASSESSMENT SERVICES

WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal

of such Company this 27th day of June, 2017

(Affix)
(Seal)
(Here)


**
Member/Manager

* THIS MUST BE THE NAME OF THE PERSON AUTHORIZED IN YOUR BY-LAWS
TO SIGN CONTRACTS

** SINCE AN OFFICER CANNOT CERTIFY HIMSELF, THIS MUST BE SIGNED BY
SOMEONE OTHER THAN THE ONE SIGNING THE CONTRACT

TO BE INCLUDED IN ALL SPECIFICATIONS

COMPLIANCE WITH FEDERAL, COMMONWEALTH OF MASSACHUSETTS, AND CITY OF SPRINGFIELD TAX LAWS.

A. COMPLIANCE WITH TAX LAWS

The contractor must be in compliance at the time it submits its bid and afterwards if selected as the contractor, with all Federal, Commonwealth of Massachusetts and City of Springfield tax laws, the contractor will be disqualified from the bidding procedure.

B. TAX CERTIFICATION AFFIDAVIT.

The contractor **must** complete and return the Tax Certification Affidavit with the contractor's bid/proposal. Failure to complete and return the Tax Certification Affidavit will disqualify the contractor from the bidding procedure.

C. VERIFICATION OF COMPLIANCE WITH FEDERAL AND MASSACHUSETTS TAX LAWS.

If the City of Springfield discovers that the contractor is not in compliance with Federal or Massachusetts tax laws, the contractor shall be excluded from the bidding procedure.

D. COMPLIANCE WITH THE CITY OF SPRINGFIELD TAXES.

If the City of Springfield discovers that the contractor owes the City of Springfield any assessments, excise, property or other taxes, including any penalties and interest thereon, the contractor shall be excluded from the bidding procedure.

The contractor at all times during the term of an awarded contract shall observe and abide by all Federal, Commonwealth of Massachusetts and City of Springfield tax laws and remain in compliance with such laws, all as amended.

TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS
46-0399408

Individual Social Security Number _____ State Identification Number _____ Federal Identification Number _____
Company: ATC Group Services LLC
P.O. Box (if any): _____ Street Address Only: 73 William Franks Dr.
City/State/Zip Code: W. Springfield, MA 01089 E-mail: Brian.williams@atcgroupservices.com
Telephone Number: 413-781-0070 Fax Number: 413-781-3734
Last address(es) of all other property owned by company in Springfield: Not Applicable
Please Identify if the bidder/proposer is a:
Corporation _____
Individual _____ Name of Individual: _____
Partnership _____ Names of all Partners: _____
Limited Liability Company X Names of all Managers: See list of Managers after this form
Limited Liability Partnership _____ Names of Partners: _____
Limited Partnership _____ Names of all General Partners: _____

You must complete the following certifications and have the signature(s) notarized on the lines below. Any certification that does not apply to you, write N/A in the blanks provided.

FEDERAL TAX CERTIFICATION

I, Brian Williams ATC Group Services LLC
(authorized agent) certify under the pains and penalties of perjury that _____, to my best knowledge and
(Bidder/Proposer) belief, has/have complied with all United States Federal taxes required by law.
ATC Group Services LLC [Signature] Date: 1/17/17
Bidder/Proposer/Contracting Entity Authorized Person's Signature

CITY OF SPRINGFIELD TAX CERTIFICATION

I, Brian Williams ATC Group Services LLC
(authorized agent) certify under the pains and penalties of perjury that _____, to my best knowledge and
(Bidder/Proposer) belief, has/have complied with all City of Springfield taxes required by law (has/have entered into a Payment Agreement with the City).
ATC Group Services LLC [Signature] Date: 1/17/17
Bidder/Proposer/Contracting Entity Authorized Person's Signature

COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

Pursuant to M.G.L. c. 62C §49A, I, Brian Williams ATC Group Services LLC
(authorized agent) certify under the pains and penalties of perjury that _____, to my best knowledge and belief, has/have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
(Bidder/Proposer)
ATC Group Services LLC [Signature] Date: 1/17/17
Bidder/Proposer/Contracting Entity Authorized Person's Signature

Notary Public

STATE OF Massachusetts

January 16, 2017

County of Hamden, ss.

Then personally appeared before me [name] Brian Williams [title] Branch Manager of [company name] ATC Group Services LLC, being duly sworn, and made oath that he/she has read the foregoing document, and knows the contents thereof and that the facts therein are true of his/her own knowledge, and stated the foregoing to be his/her free act and deed and the free act and deed of [company name] ATC Group Services LLC.



COMMONWEALTH OF MASSACHUSETTS
My Commission Expires On
April 27, 2023

Rosemarie Cardarone
Notary Public
My commission expires: April 27, 2023

YOU MUST FILL THIS FORM OUT COMPLETELY AND, SIGNATURES MUST BE NOTARIZED ON THIS FORM AND YOU MUST FILE THIS FORM WITH YOUR BID/CONTRACT.

EXHIBIT A

(Request for Proposals)

CITY OF SPRINGFIELD, MASSACHUSETTS
COMMUNITY DEVELOPMENT & DISASTER RECOVERY

REQUEST FOR PROPOSALS
ON-CALL ENVIRONMENTAL SERVICES

BID NO. 17-086

Section I: Introduction

The City of Springfield, Massachusetts (the 'City'), acting through the Chief Procurement Officer of the City, issues this Request for Proposals (the "RFP") to parties (individually referred to as a "Proposer") who have an interest in providing On-Call Environmental Services for Environmental Testing, Reporting, Monitoring, Remediation and Oversight in connection with City Demolition and Construction Projects. In connection with various projects the selected vendor will provide general advice to the City and its' contractors to ensure compliance with all environmental laws and regulations. Proposals must be prepared in strict accordance with the instructions and requirements contained in this RFP and must be submitted to the City of Springfield, Office of Procurement, 36 Court Street - Room 307, Springfield, MA 01103 on or before 2:00 PM on January 18, 2017.

Questions regarding the RFP should be in writing and delivered via email to lstabilo@springfieldcityhall.com or facsimile (413) 787-6295 on or before 4:00PM on January 11, 2017 to:

Office of Procurement
Attn: Lauren Stabilo, Chief Procurement Officer
City Hall – Room 307
36 Court Street
Springfield, MA 01103

All inquiries related to the requirements should prominently refer to "**Bid # 17-086 – "ON-CALL ENVIRONMENTAL SERVICES,"**" and the opening date.

Responses to inquiries will be in the form of a numbered addendum to the specifications issued by the Office of Procurement and sent to all parties listed in the bid file as Proposer(s) having requested the bid documents from the Office of Procurement. Proposer should base responses only on the specifications including any addenda.

PLEASE NOTE that all addenda must be acknowledged either in the bid response (there is a space for that purpose on the bid cover sheet) when submitted or by following the instructions on the addendum cover sheet. If using the latter means to acknowledge receipt, the Vendor must write the business name of the firm, sign the sheet and fax it to (413-787-6295) and/or include a copy of the sheet in the bid response. Failure to acknowledge any addendum may cause rejection of a bid response as required by chapter 30B. Proposer(s) are advised to call the Office of Procurement (413-787-6285) before sending their bid responses to confirm that all addenda are accounted for.

The Proposer understands that the following documents included in this bid must be included in the Proposer's response to this bid. If Proposer fails to provide all documents requested below, the bid cannot be considered and will be rejected.

The proposal shall include a letter of transmittal that contains the name of the person, firm, or corporation submitting the proposal and the date of its presentation. Proposals must be submitted in two separate documents. **The Proposer must submit one (1) original and three (3) copies of the basic proposal and one (1) original and three (3) copies of the cost proposal in separate sealed envelopes entitled ON-CALL ENVIRONMENTAL SERVICES *Basic Proposal* and ON-CALL ENVIRONMENTAL SERVICES *Cost Proposal*.**

The following documents require responses and must be included in the *sealed* bid response package marked **ON-CALL ENVIRONMENTAL SERVICES Basic Proposal** ("Required Documents"):

- **Basic Proposal – Form A** (1 original and 3 copies)
- Signed RFP Cover Sheet (**acknowledging all addenda**)
- Non-Collusion or Fraud Statement
- Statement of Bidders/Vendor's Qualifications
- Bidder's Reference Form
- Tax Certification Affidavit & Instruction Sheet (must be notarized)
- MBE/WBE Form # 3 Affirmative Action Plan
- All other Documentation Requested in this RFP

The following documents require responses and must be included in the *sealed* bid response package marked and **ON-CALL ENVIRONMENTAL SERVICES Cost Proposal**. ("Required Documents"):

- **Basic Proposal – Form B** (1 original and 3 copies)
- Price Proposal Forms B.1 – B.5

Required Documents are documents that must be completed and submitted in your bid response package and received at Procurement at or before the time set for receipt. Review your bid response carefully to be sure all requirements are included. The City must reject an incomplete bid response per Chapter 30B. If you have any questions about bid submission requirements please call Procurement (413-787-6285).

Section II: Terms and Requirements of Proposal

The City hereby requests competitive sealed bid proposals in accordance with Massachusetts General Laws Chapter 30B, § 6 for a one year period, unless extended by the City in its sole discretion. Contract will be a single year contract with the option to renew this agreement on a yearly basis for two (2) additional years from the date of expiration of the one (1) year term without price changes. Any Bidder submitting a Bid shall understand and agree that the City's option to renew may be exercised upon the expiration of the base one year agreement, and that all aspects, conditions, and pricing shall remain in effect for the duration of the second and third year and the Bidder will comply with such without modification. The City of Springfield also reserves the right to terminate this contract at any time with (30) days written notice to the awarded Contractor.

The City intends to award a contract to the most advantageous proposer, contract not to exceed Five Hundred Thousand Dollars (\$500,000) with the option to renew two (2) additional days.

These contracts may be utilized by other City Departments on an as needed basis with prior written approval from the City of Springfield, Office of Community Development/Disaster Recovery. These contracts may also be used by the Springfield Redevelopment Authority with prior written approval from the City of Springfield, Office of Community Development/Disaster Recovery.

Subcontracting of any Service will not be allowed as part of this Agreement or to meet the qualifications required herein or to perform any duty, task, or work, with the specific exception of the following work:

1. Laboratory analysis.
2. UST removal contractor and waste transporter
3. Drilling subcontractors for soil borings, monitoring wells or soil gas wells.
4. UST removal and soil excavation activities including loading or unloading, transportation, and disposal.

For any services that are subcontracted the vendor must acknowledge that they will be the prime contractor responsible for the oversight and timely completion of all projects. Vendor will be responsible for the compensation of sub-contractors. Sub-contractors must be disclosed in the "Basic Proposal - Form B.2 - Subcontractor Disclosure". Proposer may not use additional subcontractors, not listed, without the prior written approval of the City of Springfield, Office of Housing.

The City may cancel this RFP, or reject in whole or in part any and all RFP's. If the City determines that cancellation or rejection serves the best interest of the City.

Section III: Scope of Services

If selected, the Proposer, in a professional and proper manner, to the satisfaction of the City, and in accordance with the law and industry standards, shall provide the services enumerated herein.

The Services will mainly include, but will not be limited to, the following activities:

- Providing environmental consulting services to City staff and/or contractors hired by the City as requested by the City of Springfield.
- Providing advice and/or recommendations on environmental regulations, as requested by the City of Springfield.
- Researching environmental history of properties, as requested by the City of Springfield.
- Corresponding with various state and federal environmental agencies including the DEP and EPA on the behalf of the City of Springfield.
- Submitting required reports on behalf of the City of Springfield to the DEP, EPA and/or other environmental regulatory agencies.

- Pre-Demolition/Pre-Construction environmental property assessments.
- Conduct environmental assessments and clean-up under the MCP including primarily Release Abatement Measures, Utility Release Abatement Measures, Immediate Response Actions, Response Action Outcome Statements and Limited Removal Actions.
- Provide LSP opinions on exemption of releases due to coal, coal ash and wood ash, pesticides, and lead from lead based paint.
- Sampling, surveying and reporting of suspected hazardous materials, including but not limited to, asbestos, lead, paint, oil and PCBs.
- Providing oversight during the removal of above-ground and underground storage tanks including post removal samples and reporting.
- Supervising and coordinating the removal of hazardous materials and contaminated soil and/or oil tanks.
- Providing environmental monitoring and oversight for various City construction and/or demolition projects.

This list of services is intended to serve as an example of services provided, but additional services, allowed by the Price Agreement may be requested.

Section IV: Section 3 Clause

The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in

violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Section V: Prevailing Wage

The conditions of employment and minimum wage rates as set forth by both the United States Department of Labor and the Massachusetts Division of Occupational Safety, shall prevail in the execution of the work under the contract. Successful Proposer's will be required to pay the higher of the two wage rates for all applicable positions. Both Federal and State Wage Rate Schedules are contained in the Specifications.

The awarded Contractor shall submit weekly payroll sheets to the City's Compliance Officer as proof the wages set are being paid. These payroll sheets are subject to an audit by the Compliance Officer of the City of Springfield. Please direct all prevailing wage information, certified payrolls, and compliance documentation to the following address:

The Office of Procurement
City of Springfield
Attention: Hope Button, Compliance Analyst
36 Court Street – Room 307
Springfield MA 01103

The Contractor shall comply with all applicable Federal, State and Local Lawes, Codes and Regulations including, but not limited to, Chapter 149, and shall obtain all official permits required and pay all fees for the same.

Section VI: Minimum Criteria

Proposals that meet the Minimum Criteria will be further evaluated and rated on the basis of the Comparative Criteria. The City reserves the right to ask any Contractor to provide additional supporting documentation in order to verify its response.

In order to be responsive to this request for proposals, the following minimum criteria ("Minimum Criteria") must be satisfied:

The Firm shall possess the following experience, qualifications, practices, equipment, etc., as part of this Agreement in addition to other specific requirements contained in individual Sections of Work following. In order for Proposals to be considered for review the Proposer shall provide evidence and detailed backup of the following:

- Access to an American Industrial Hygiene Association (AIHA) Certified Laboratory and Analytical Services under the direction of a full time Certified Industrial Hygienists (CIH). The Laboratory should have successful participation in the following Quality Control (QC) Programs, Air Testing, Phase Contrast Microscopy (PCM), Bulk and Dust Sampling, and Soil & Ground Water Analysis.
- The Proposer must have Computer Aided Design (CAD) Capabilities to produce Design and Working Drawings, Specifications through Project Completion.
- Documented experience working for and with Federal, State, and Local Agencies on large scale Asbestos, Hazardous Materials, Lead Based Paint Projects and Site Remediation & Cleanup.
- Documented experience in the production of Completed Bid Specifications for Large Scale Environmental Projects.
- Documented four (4) years of experience in Design, Implementation and Monitoring of Large Scale Environmental Projects. References shall be provided for projects of similar scope and complexity.
- The Proposer must have Hazardous Waste Compliance and Resource and Conservation Recovery Act. (RCRA) Compliance Experience.
- The Proposer must have PCB Testing and Disposal Experience.
- The Proposer must have a MA-DPH Approved X-Ray Fluorescent Analyzer.
- The Proposer must have OSHA Lead Regulation Requirements 29CFR 1910-1025 OSHA Experience.
- The Proposer must have the ability to perform Air and Wipe Sampling Analysis for Lead.

- The Proposer must have Respiratory Protection Plans and Written Programs 29CFR 1910-134 Experience.
- The Proposer must have knowledge and experience with Confined Space — Written Programs in accordance with OSHA and DOS Regulations.
- Minimum Professional Liability Insurance - \$1,000,000.00.
- Staff Credentials and Qualifications to be submitted with Bid.
- The Proposer must have a minimum of ten (10) federally funded comparable projects. Federally funded projects can include those funded by the Federal Department of Housing and Urban Development (HUD), Environmental Protection Agency (EPA) and/or Federal Emergency Management Agency (FEMA) and/or comparable federal agencies, as determined by the City of Springfield.
- Demonstrate a minimum of five (5) years of experience providing environmental services to Massachusetts Municipalities and be able to demonstrate familiarity with both local, state and federal environmental regulations and laws.
- The Proposer must demonstrate a clear, comprehensive plan and ability to complete a minimum of ten (10) projects simultaneously.

Firm shall be knowledgeable and experienced in projects, regulations and procedures for practicing duties in compliance with items above and shall submit information and detailed documentation stating such in proposal. The Firm shall be knowledgeable, licensed and certified as required to perform all work listed above and shall provide documentation of such in their proposal.

In addition, in order to qualify the Proposer must have the following "Key Personnel" on staff:

1. The Proposer must have a minimum of five (5) of Massachusetts Certified Inspectors with a minimum of five (5) years of experience.
2. The Proposer must have a minimum of five (5) of Massachusetts Certified Project Monitors with a minimum of five (5) years' experience.
3. The Proposer must have a minimum of two (2) Massachusetts Certified Project Designers with a minimum of five (5) years' experience.
4. The Proposer must have a Licensed Site Professional (LSP) under MCP-21E on staff with a minimum five (5) years' experience.
5. The Proposer must have at least one (1) Massachusetts Department of Public Health licensed Lead Paint Inspector, with a minimum of five (5) years' experience.
6. The Proposer must have a full time Certified Industrial Hygienist (CIH) and a full-time Professional Engineer to oversee quality control and all phases of the projects. Information should be provided that demonstrates employees experience, relevant projects, certifications, etc.

7. The Proposer must have Massachusetts Division of Occupational Safety (DOS), Department of Labor Standards (DLS) Accredited Asbestos Project Monitors, Asbestos Inspectors, Asbestos Management Planners and Asbestos Project Designers as necessary to Design, Certify, Implement, and Monitor the Projects to Completion. On-Site Asbestos Project Monitors shall be listed as proficient in on-site Phase Contrast Microscopy Analysis of Air Samples performed by Accredited Personnel listed as proficient on AIHA Asbestos Analysis Registry (AAR).

Firm shall list all Staff, their respective trade credentials, and their respective qualifications as they may apply to Work or Services as part of this Agreement, resumes and relevant experience should be included. Staff not included hereon or declared shall not be invoice able by the Firm as part of this Agreement. Firm will not invoice for any staff person(s) work or time if that staff person is not MA licensed, qualified and experienced in the trade, function, or duty he/she is performing.

Any new staff employed by the Firm after this Agreement has been executed, and is intended for use by the Firm as part of this Agreement shall comply with the requirements of this Agreement and be submitted for the Owner's approval before their implementation on work as part of this Agreement.

Section VII: Evaluation Criteria

The RFP Review Committee will use the following criteria to score all proposals submitted. The Proposer shall submit the following information which will be used to evaluate the strength of each proposal. Providing the information requested in this section is mandatory. Each Proposer shall submit the following:

Minimum Criteria

Proposer has submitted evidence and detail that they meet all of the minimum criteria laid out above. Any proposals that do not meet the minimum criteria and/or do not provide sufficient information/evidence that they meet the minimum criteria will be disqualified.

Key Personnel

Each of the Proposer's "Key Personnel," has the quantity of Massachusetts Licensed Staff as described above in the Minimum Criteria. These "Key Personnel" have a minimum of five (5) years of relevant experience providing environmental services within the Commonwealth of Massachusetts. "Key Personnel" include the person in charge and other individuals with responsibility for significant portions of the services to be provided, all of whom have education and experience appropriate to their assigned responsibilities.

Capacity

The Proposer must have the capacity and capability to provide sampling, reporting, monitoring and oversight for a minimum of ten (10) projects simultaneously. The Proposer will have to demonstrate that they have the appropriate amount of licensed staff members to ensure that a high volume of projects can be completed in a timely fashion.

Ability to Comply with Local, State and Federal Environmental Requirements

The Proposer must demonstrate the experience and ability to comply with local, state and federal environmental regulations. The proposer must be able to demonstrate at least ten (10) years' experience performing monitoring and oversight of environmental projects within the Commonwealth of Massachusetts and at least fifty (50) projects of similar size and complexity that have been in compliance with local, state and federal environmental regulations.

Experience Providing Environmental Consulting Services to Municipalities

The Proposer should have at least five (5) years of experience providing Environmental Consulting services to municipalities within the Commonwealth of Massachusetts. With a minimum of ten (10) projects performed for each municipality.

Experience with Federally Funded Projects

The Proposer should have a minimum of ten (10) federally funded, comparable, environmental projects. Experience should include sampling, reporting, monitoring and oversight. Federally funded projects can include those funded by the Federal Department of Housing and Urban Development (HUD), Environmental Protection Agency (EPA) and/or Federal Emergency Management Agency (FEMA) and/or comparably federally funded projects.

The Proposer shall supply the information required by Section VIII, Statement of Interest, Qualifications, and Experience, and shall meet all other requirements of this RFP and applicable statutory requirements.

Each proposal must clearly state how the Proposer meets the Minimum and Evaluation Criteria set forth in this section. Proposals that do not meet the Minimum Criteria may be rejected.

Section VIII: Statement of Interest, Qualifications, and Experience

In order to be responsive to this request for qualifications, the Proposer must provide, at a minimum, the following information:

- A. Statement of Interest. A general statement regarding the Proposer's interest in providing the services described in this request for proposal.
- B. A history of the Proposer.
- C. A description of relevant experience including environmental services previously provided to government clients, the nature of the services, duration of services and other relevant information.
- D. The organizational structure of the Proposer including an organizational chart.
- E. The names and experience of Key Personnel that will be assigned to provide the services described in this request for proposal. Please state the reasons why the proposed organization and team members are considered appropriate for the project. Please provide, for each person:

Proposal should also include the following information:

- Name, title and current business address.
- A current resume showing education, previous employers, nature of work performed for the employer, and dates of employment of all "Key Personnel".
- Length of time employed with the Proposer and the person's current assignment(s).
- A description of the nature, complexity and past environmental services provided including descriptions of previous municipal projects.
- Project Approach. A narrative describing the approach that the Proposer would take to deliver the services requested.
- Office Locations. A list of all of the Proposer's office locations with street addresses and telephone numbers.
 - Legal Matters. Provide the following information:
 - A statement of whether within the past ten years there have been, or whether there are currently, any pending investigations of or actions against the Proposer, any owner of the Proposer, or any employee of the Proposer by any federal, state, or local regulatory agency. State whether any of the Key Personnel to be assigned to this project have been or are now subject to any such investigations or actions. If the response to any of the foregoing is affirmative, provide an appropriate explanation to include the disposition of the proceedings.
 - State whether any government client has terminated a contract, or sought removal of your project team during the past three (3) years. If so, provide a complete explanation.
 - Document any name changes or changes in the organization of your legal entity that necessitated a filing with the Secretary of the Commonwealth during the past ten (10) years. Explain the reasons behind any change.
 - State whether the Proposer has filed for U.S. Bankruptcy Court Protection during the past seven (7) years and, if so, describe the circumstances and disposition of the case.
- Relevant Previous Experience. The proposer should submit a list of all comparable experience over the past ten (10) years. This should include any municipal and/or government agencies that they have worked with and/or any corporate clients of similar size and scope and detailed description of the work performed for each entity.
- Client References. The names, addresses, and telephone numbers of five (5) client references. References from government clients are preferred.

- Other Relevant Information. The Proposer should include any other information that demonstrates the Proposer's qualifications to perform the services described in Section III and otherwise demonstrates satisfaction with the requirements of this RFP. The Proposer should also submit information regarding any special capability or service which may be applicable to the Project.

Section IX: Fee Proposal

A. Proposers shall submit in a separate envelope (See Section X) a price proposal outlining total proposed compensation for performance of the services over the term of the contract.

Section X: Submission of Proposals

Proposals shall be delivered by U.S. Mail, overnight delivery service (e.g. UPS or Federal Express), or by hand. Delivery by facsimile or electronic mail is prohibited. It is the Proposer's sole responsibility to ensure that its proposal is received at the proper location on or prior to the deadline. All responses to these proposals must be in writing and in the form set forth in this RFP and delivered in sealed envelopes to:

Chief Procurement Officer
Attn: Lauren Stabilo
City of Springfield Office of Procurement
36 Court Street, Room 307
Springfield, MA 01103
Tel. (413) 787-6284
Fax (413) 787-6295

Basic proposals and Price Proposals shall be submitted in separate sealed envelopes.

Proposals will be analyzed by a review committee made up of representatives from the Office of Community Development, the Office of Housing, and Office of Planning & Economic Development. Supplemental information may be requested by the City and obtained from Proposers. In connection with the evaluation of Proposals, oral presentations may be requested of all or some of the Proposers.

In accordance with Massachusetts General Laws, Chapter 30B, § 6, proposals shall be assembled and submitted as follows:

Basic Proposal & Subcontractor Declaration (Including Basic Proposal - Form A.1 & Form A.2)
– Basic proposals should also include all required items to meet the minimum criteria, including a detailed Plan of Services explaining how the Project will be implemented, relevant experience, key personnel and their experience and credentials, references and all other information requested.

Price Proposal shall be submitted in a separate sealed envelope from the Basic Proposal; and,

Price Proposal (Including Price Proposal - Forms B.1 through Form B.5) -- Shall include only the proposed prices for the services for the initial term and the two one year renewal terms.

The Basic Proposal and Price Proposal shall be submitted in separate sealed envelopes addressed to Lauren Stabilo, Chief Procurement Officer, 36 Court Street, Springfield, MA 01103. Each envelope shall be clearly marked "ON-CALL ENVIRONMENTAL SERVICES" PROPOSAL (BID) NO. 17-086 together with the additional legend "BASIC PROPOSAL" OR "PRICE PROPOSAL" as appropriate.

Proposal Forms shall be completed in ink or by typewriter. The price of each item shall be stated in words and figures. All blanks must be filled in. Proposals by corporations shall be executed in the corporate name by the president or other corporate officer accompanied by evidence of authority to sign and attested by the secretary or assistant secretary. The corporate address and state of incorporation shall be shown below the signature. Proposals by partnerships shall be executed in the partnership name and signed by a partner, whose title shall appear under the signature. The official address of the partnership shall be shown below the signature. Proposals by joint ventures shall be similarly executed by all joint venture partners. All names shall be typed or printed below the signature.

Each Proposal Form shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Form). The address to which communications regarding the proposal are to be directed shall be shown.

A Proposer may correct, modify, or withdraw its proposal by written notice received by the City at the address specified in Section I.C. prior to the time and date specified for the receipt of proposals. After such time, a Proposer may not change the price or any other provision of its proposal in a manner prejudicial to the City or to fair competition.

As provided in M.G.L. c. 30B, §6, the proposals shall not be opened publicly, but the City shall cause them to be opened in the presence of one or more witnesses at the time specified above. Until the completion of the evaluations, or until the time for acceptance specified above, whichever occurs earlier, the contents of the proposals shall remain confidential and shall not be disclosed to competing Proposers. At the opening of proposals, the City shall prepare a register of proposals which shall include the name of each Proposer and the number of modifications, if any, received. The City may open the price proposals at a later time, and shall open the price proposals so as to avoid disclosure to the individuals evaluating the proposals on the basic criteria other than price.

The City shall determine the most advantageous proposal from a responsible and responsive Proposer taking into consideration price and the evaluation criteria set forth in the RFP. The City shall award the contract by written notice to the selected Proposer within the time for acceptance specified above. The parties may extend the time for acceptance by mutual agreement. The City, in its sole discretion, may condition an award on successful negotiation of revisions to the Proposers Plan of Services as specified by the City in the evaluation. However, Proposers shall not specify items for negotiation in their proposals or otherwise condition their proposals on negotiations of requirements in the RFP,

including requirements of the contract. Inclusion of any such condition in a proposal shall be cause for rejection of the proposal.

If the City awards the contract to a Proposer who did not submit the lowest price, it shall explain the reasons for the award in writing, specifying in reasonable detail the basis for determining that the quality of services under the contract will not exceed its actual needs.

As provided in M.G.L. c. 30B, §12, the City may not enter into a contract unless funds are available for the first fiscal year at the time of contracting. Payment and performance obligations for the succeeding fiscal years shall depend upon the availability and appropriation of funds. The City, therefore, must reserve the right to cancel the contract if funds are not appropriated or otherwise made available to any fiscal year succeeding the first year.

Section XI: Inquiries

No interpretation of the meaning of the requirements of this RFP will be given out except in response to a written request. **Questions regarding the RFP must be received on or before January 11, 2017 at 4:00PM EST.** All inquiries should be in writing and delivered via email to Lauren Stabilo, Chief Procurement Office at lstabilo@springfieldcityhall.com or facsimile (413) 787-6295 to:

Chief Procurement Officer
Attn: Lauren Stabilo
Springfield Office of Procurement
36 Court Street, Room 307
Springfield, MA 01103

All inquiries related to the requirements should prominently refer to "**Bid # 17-086 – "ON-CALL ENVIRONMENTAL SERVICES,"**" and the opening date. Please keep in mind the schedule of bid events and questions should be received early enough in the schedule to permit the City's responses to be sent to and received by all prospective Proposer(s).

To be given consideration, any inquiry must be received at least ten (10) days prior to the date for receipt of the proposals specified above. Any and all such interpretations, supplemental instructions or information will be made in the form of written addenda which will be sent to all holders of the RFP. The City, in its sole discretion, may decline to provide the information requested. Any addenda so issued shall become part of the RFP.

Responses to inquiries will be in the form of a numbered addendum to the specifications issued by the Office of Procurement and sent to all parties listed in the bid file as Proposer(s) having requested the bid documents from the Office of Procurement. Proposer should base responses only on the specifications including any addenda.

PLEASE NOTE that all addenda must be acknowledged either in the bid response (there is a space for that purpose on the bid cover sheet) when submitted or by following the instructions on the addendum cover sheet. If using the latter means to acknowledge receipt, the Proposer must write the business name of the firm, sign the sheet and fax it to (413-787-6295) and/or include a copy of the

sheet in the bid response. Failure to acknowledge any addendum may cause rejection of a bid response as required by Chapter 30B. Proposer(s) are advised to call the Office of Procurement (413-787-6285) before sending their bid responses to confirm that all addenda are accounted for.

Section XII: Reservation of Rights

The City reserves the right to:

- Reject any and all proposals if deemed at the best interest of the City.
- Conduct investigations with respect to the qualification of each Proposer (including interviews and/or contacting previous clients) or to verify documentation submitted.
- Supplement, amend or otherwise modify this RFP, and to cancel this RFP with or without the substitution of another RFP.
- Issue additional subsequent solicitations for proposals
- Reevaluate a proposal or award if substitutions of Key Personnel or other changes proposed prior to execution of the contract.
- Condition an award of a contract on the successful negotiations of specified revisions to a Proposer's Plan of Services as permitted by M.G.L. C. 30B as the City, in its sole discretion may determine. However, Proposers shall not include items for negotiation in their proposals or otherwise condition their proposals on negotiation of changes to requirements in the RFP or the contract. Inclusion of any such conditions in a proposal shall be cause for rejection of the proposal.
- Use itself, its' employees and past experiences of employees with proposing firms, as a reference.

Evaluation Criteria

Proposals that meet the Minimum Criteria will be further evaluated and rated on the basis of the following Comparative Criteria. The City reserves the right to ask any Proposer to provide additional supporting documentation in order to verify its response.

Ratings of (i) Highly Advantageous ("HA"); (ii) Advantageous ("A"); (iii) Not Advantageous ("NA"); or (iv) Unacceptable ("U") will be given to each of the following criteria for each Proposer. A composite rating will then be determined. A composite rating of "Highly Advantageous" or "Advantageous" may be assigned only if a proposal has received at least one such rating among the criteria listed below.

A. Quantity and Experience of Key Personnel

HA – Proposer has more than the quantity of specific licensed "key personnel" described in the minimum criteria and these "key personnel" have ten (10) years of relevant experience providing environmental services within the Commonwealth of Massachusetts.

A – Proposer has the quantity of specific licensed "key personnel" described in the minimum criteria and these "key personnel" have a minimum of five (5) years of experience providing environmental services within the Commonwealth of Massachusetts.

NA – Proposer does not have the specified number of licensed "key personnel" described in the minimum criteria and/or these "key personnel" do not have a minimum of five (5) years of experience providing environmental services within the Commonwealth of Massachusetts.

U – Non-responsive.

B. Capacity

HA – Proposer has documented a clear, comprehensive plan and has dedicated the appropriate amount of staff to be able to provide consulting, sampling, reporting, monitoring and oversight for more than ten (10) projects simultaneously.

A – Proposer has demonstrated a clear, comprehensive plan and the appropriate amount of staff to be able to provide consulting, sampling, reporting, monitoring and oversight for a minimum of ten (10) projects simultaneously.

NA – Proposer has not submitted a clear comprehensive plan and/or the appropriate amount of staff to be able to manage at least ten (10) projects simultaneously.

U – Non-responsive.

C. Ability to Comply with Local, State and Federal Environmental Regulations

HA – Proposer has demonstrated more than ten (10) years of experience performing sampling, reporting, monitoring and oversight for more than fifty (50) comparable, environmental projects, of similar size and complexity within the Commonwealth of Massachusetts.

A – Proposer has demonstrated at least ten (10) years of experience performing sampling, reporting, monitoring and oversight of at least fifty (50) comparable, environmental projects, of similar size and complexity within in the Commonwealth of Massachusetts.

NA – Proposer has not demonstrated at least ten (10) years of experience performing sampling, reporting, monitoring and oversight for at least fifty (50) comparable projects within the Commonwealth of Massachusetts.

U – Non-responsive.

D. Experience Providing Environmental Consulting Services to Municipalities

HA – Proposer has ten (10) years of experience providing Environmental Consulting Services to municipalities within the Commonwealth of Massachusetts. With more than five (5) projects successfully performed

A – Proposer has at least five (5) years of experience providing Environmental Consulting Services to municipalities within the Commonwealth of Massachusetts. With a minimum of five (5) projects successfully performed for each municipality.

NA – Proposer does not have at least five (5) years of experience providing Environmental Consulting Services for municipalities within the Commonwealth of Massachusetts and/or does not have at least five (5) projects successfully performed for each municipality.

U – Non-responsive.

E. Experience with Federally Funded Projects

HA – Proposer has successfully completed fifteen (15) or more federally funded comparable, environmental projects. Projects were funded by HUD, EPA, FEMA and/or comparable federal agencies.

A – Proposer has successfully completed a minimum of ten (10) federally funded, comparable, environmental projects. Projects were funded by HUD, EPA, FEMA and/or comparable federal agencies.

NA – Proposer has not demonstrated at least ten (10) federally funded, comparable, environmental projects and/or projects were not funded by HUD, EPA, FEMA and/or comparable federal agencies.

U – Non-responsive.

BASIC PROPOSAL – FORM A.1
PROPOSAL FOR ON-CALL ENVIRONMENTAL SERVICES
CITY OF SPRINGFIELD

As required by Massachusetts General Laws, Chapter 30B, § 10, the undersigned Proposer certifies under penalties of perjury that this Basic Proposal, including the attached documents, has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals. The undersigned further certifies that it has carefully examined the RFP, including the attached exhibits and all addenda, and it proposes and agrees that it will contract with the City to provide all of the services described therein in the manner and time set forth therein.

The initial term of the contract will be from March 1, 2017 to February 28, 2018. The City reserves the right at its sole discretion to extend the contract for up to two (2) consecutive additional terms. The first renewal term would be for the period from March 1, 2018 to February 28, 2019. The second renewal term would be for the period from March 1, 2019 to February 28, 2020.

If this Proposal is accepted by the City, the undersigned Proposer agrees to execute a contract in the form attached as Exhibit B to the RFP without exception.

The Proposer has, under separate cover, submitted Form B, Price Proposal, which is incorporated into this proposal by this reference.

The Proposer further certifies under penalties of perjury as follows:

- a. That neither Proposer nor any member of the Proposer's team is currently suspended or debarred from doing business with any government entity.
- b. That it has reviewed all of its engagements and pending engagements and that, in making this proposal, no potential for conflict of interest or unfair advantage exists.
- c. That the information supplied by the Proposer in this proposal is current, truthful and complete.
- d. That pursuant to Massachusetts General Laws, Chapter 62C, § 49A, the Proposer has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

The Proposer acknowledges receipt of Addenda numbered: _____, _____, _____,

Dated this _____ day of _____, 2017.

Signature of Proposer: _____

Name of Proposer: _____

State of Incorporation: _____

Business Address: _____

City/State/Zip: _____

Telephone: _____

If this proposal is being submitted by a corporation, the proposal shall be executed in the corporate name by the president or other corporate officer, and the corporate seal shall be affixed. A certificate of the clerk of the corporation evidencing the officer's authority to execute the proposal shall be attached.

If this Proposal is being submitted by a partnership, it shall be executed in the partnership name by a general partner.

If this Proposal is being submitted by a Joint Venture, it shall be executed by all Joint Venture Partners, and any partner that is a corporation shall follow the requirements for execution by a corporation as set forth above.

THIS BASIC PROPOSAL FORM A, WITH THE PROPOSER'S BASIC PROPOSAL ATTACHED, MUST BE SUBMITTED IN A SEALED ENVELOPE SEPARATELY FROM THE PRICE PROPOSAL. SEE SECTION X OF THE REQUEST FOR PROPOSALS.

**BASIC PROPOSAL – FORM A.2
SUBCONTRACTOR DECLARATION**

Firm shall list the Subcontracting Company with address, their experience with similar projects to that in which the Bidder intends to use them for here, subcontractor contact person and telephone number. Firm shall include the license # for the UST removal contractors hazardous waste transporter license intended for use as part of this Contract.

	Subcontractor (w/ address and Lic #)	Experience (similar projects)	Contact Person (w/ telephone #)
1. Laboratory			
2. UST Removal Contractor and/or Waste Transporter			
3. Drilling Subcontractor			
4. UST Removal and Soil Excavation Contractor			
5. Removal and Disposal of Other Hazardous Materials			

Bidder may copy this Form and use additional sheets as necessary.

Firm shall note by asterisk (*) if any recorded Subcontractors are MWBE's.

Form shall not be altered, amended, supplemented, or substituted by Bidder

Additional subcontractors may be used throughout the duration of this agreement with prior written approval of the City of Springfield, Office of Housing.

**PRICE PROPOSAL – FORM B.1
PROPOSAL FOR ON-CALL ENVIRONMENTAL
SERVICES
ON-CALL ENVIRONMENTAL SERVICES
CITY OF SPRINGFIELD**

PRICE PROPOSAL - FORM B.1

The undersigned Proposer certifies under penalties of perjury that this Price Proposal, including the attached documents, has been made and submitted in good faith and without collusion or fraud with any other person. As used in the certification, the word "Person" shall mean any natural person, business partnership, corporation, union, committee, club or other organization, entity or group of individuals. The undersigned further certifies that he has carefully examined the RFP, including the attached exhibits and all addenda, and it proposes and agrees that it will contract with the City to provide all of the services described therein in the manner and time set forth therein for the prices set forth below.

The Proposer certifies that the information contained in this Price Proposal is current, truthful and complete.

Dated this _____ day of _____, 2017.

Signature of Proposer: _____

Name of Proposer: _____

State of Incorporation: _____

Business Address: _____

City/State/Zip: _____

Telephone: _____

If this Proposal is being submitted by a corporation, the proposal shall be executed in the corporate name by the president or other corporate officer, and the corporate seal shall be affixed and attested to by the clerk. A certificate of the clerk of the corporation evidencing the officer's authority to execute the proposal shall be attached.

If the proposal is being submitted by a partnership, it shall be executed in the partnership name by a general partner. If this Proposal is being submitted by a Joint Venture, it shall be executed by all Joint Venture Partners, and any partner that is a corporation shall follow the requirements for execution by a corporation as set forth above.

THIS PRICE PROPOSAL FORM MUST BE SUBMITTED IN A SEALED ENVELOPE SEPARATELY FROM THE BASIC PROPOSAL.

PRICE PROPOSAL – FORM B.2
ASBESTOS

	Description	Type of Service(s)	Unit Price	
1.	Phase Contrast Microscopy (PCM) (24-hour Turn-around)	Analysis & Report	Per Sample	
2.	Polarized Light Microscopy (PLM) Bulk Samples (5 Day Turn-around)	Analysis & Report	Per Sample	
3.	Polarized Light Microscopy (PLM) Bulk Samples (24 Hour Turn-around)	Analysis & Report	Per Sample	
4.	Transmission Electron Microscopy Bulk Samples (5 day Turn-around)	Analysis & Report	Per Sample	
5.	Transmission Electron Microscopy Bulk Samples (24 hour Turnaround)	Analysis & Report	Per Sample	
6.	(1) Certified Industrial Hygienists	On-site and Report	Per Hour	
7.	(1) MA Licensed Asbestos Project Monitor	On Site and Report	Per Hour	
8.	(1) MA Licensed Asbestos Inspector	On Site & Report	Per Hour	
9.	MA Licensed Asbestos Project Designer	On-Site and Report	Per Hour	
10.	Asbestos Project Manager	On-Site and Report	Per Hour	

Notes:

1. All prices recorded shall include all equipment calibration efforts, sample container preparation, meetings, vehicle/travel, mileage, postage, administration time/duties, administrative paperwork, typing, or data processing of all documentation or correspondence.

2. Form shall not be altered, amended, supplemented, or substituted by Bidder.

PRICE PROPOSAL - FORM B.3
LEAD BASED PAINT

	Description	Type of Service(s)	Unit Price	
1.	(1) MA Licensed Lead Paint Inspector	On Site & Report	Per hour	
2.	(1) Lead Based Paint Analysis (LBP) Air & Wipe Sampling (5-day Turnaround)	Lab & Report	Per sample	
3.	(1) Field Representative (Project Monitor for Lead Based Paint)	On Site	Per Hour	
4.	(1) Lead Based Paint Project Designer	On Site & Report	Per Hour	
5.	X-Ray Fluorescence (XRF)	On Site	Per Day	
6.	Laboratory Analysis (Lead Bulk Samples) (5-day Turnaround)	Analysis & Report	Per Sample	
7.	Laboratory Analysis – TCLP Lead	Analysis & Report	Per Sample	

Notes:

1. All prices recorded shall include all equipment calibration efforts, sample container preparation, meetings, vehicle/travel, mileage, postage, administration time/duties, administrative paperwork, typing, or data processing of all documentation or correspondence.
2. Form shall not be altered, amended, supplemented, or substituted by Bidder.

PRICE PROPOSAL - FORM B.4
ENVIRONMENTAL ASSESSMENT & REMEDIATION

	Description	Unit Price	
1.	(1) Licensed Site Professional (LSP)	Per hour	
2.	(1) Project Manager	Per Hour	
3.	(1) Environmental Scientist	Per Hour	
4.	(1) Project Scientist	Per Hour	
5.	(1) Field Technician	Per Hour	
6.	(1) Drilling Rig & Operator	Per Hour	
7.	Preparation of an LSP bill of lading and asphalt batching acceptance document for petroleum contaminated soil including analysis for a commercial building	Per Sample	
8.	Preparation of an LSP bill of lading and MA landfill acceptance document for petroleum or hazardous materials including laboratory analysis.	Per Sample	
9.	Microscopic analysis of coal, asphalt, coal ash and wood ash	Per sample	
10.	Land Surveying (team)	Per hour	
11.	PCBs in soil and building materials with SOXHLET extraction	Per hour	
12.	VPH soil or groundwater	Per sample	
13.	EPH soil or groundwater	Per sample	
14.	Contaminated Soil Excavation	Per Day	
15.	Fractionation tank for de-watering up to 10,000 gallons including mobilization	Per Day	
16.	Soil Disposal asphalt batching plant	Cubic Yard	
17.	Soil disposal at a Massachusetts Landfill as daily cover including transportation	Cubic Yard	
18.	Contaminated groundwater disposal with petroleum contamination from a UST or AST including transportation	Per Gallon	

19.	NAPL removal from a UST, AST or an open excavation with a vacuum truck and disposal	Per Gallon	
20.	APH analysis indoor air or soil gas	Per Sample	
21.	TO-15 analysis indoor air or soil gas	Per Sample	

Notes:

1. All prices recorded shall include all equipment calibration efforts, sample container preparation, meetings, vehicle/travel, mileage, postage, administration time/duties, administrative paperwork, typing, or data processing of all documentation or correspondence.

2. Form shall not be altered, amended, supplemented, or substituted by Bidder.

PRICE PROPOSAL – FORM B.5
INDOOR AIR QUALITY TESTING

1.	(1) Field Technician	On Site and Report	Per Hour	
2.	(1) Certified Industrial Hygienist	On Site and Report	Per Hour	
3.	(1) Laboratory Analysis Mold Cultures	Analysis and Report	Per Sample	
4.	(1) Laboratory Analysis Bacteria Cultures	Analysis and Report	Per Sample	
5.	(1) Laboratory Analysis Spore Trap	Analysis and Report	Per Sample	
6.	(1) Laboratory Analysis Dust	Analysis and Report	Per Sample	
7.	(1) Laboratory Analysis Formaldehyde	Analysis and Report	Per Sample	
7.	(1) Direct Reading Instrument Carbon Dioxide, Carbon Monoxide, Relative Humidity and Temperature	Instrument	Per Day	
8.	(1) Direct Reading Instrument Dust	Instrument	Per day	

Notes:

1. All prices recorded shall include all equipment calibration efforts, sample container preparation, meetings, vehicle/travel, mileage, postage, administration time/duties, administrative paperwork, typing, or data processing of all documentation or correspondence.

2. Form shall not be altered, amended, supplemented, or substituted by Bidder.

EXHIBIT B

(Contractor's Proposal)

*seperate
attachment*

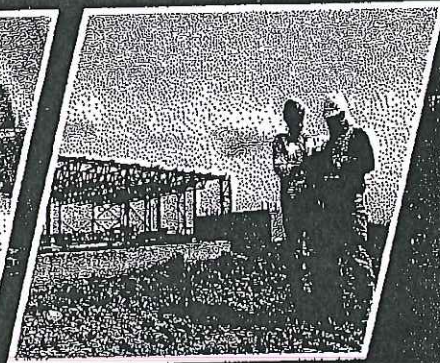
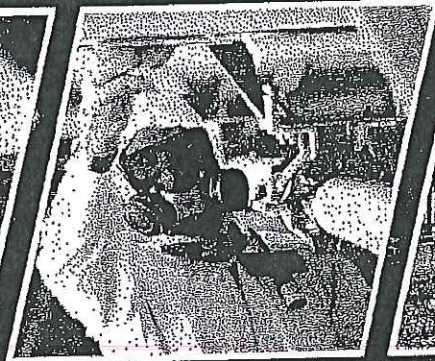
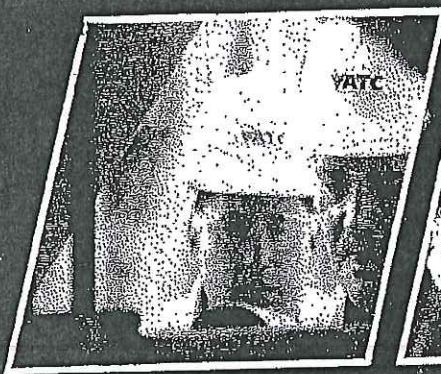
EXHIBIT C

(Price Proposal)

Prepared for:
City of Springfield
Lauren Stabilo, Chief Procurement Officer
36 Court Street, Room 307
Springfield, MA 01103

RFP 17-086 for On-Call Environmental Services
COST PROPOSAL

Due Date: January 18, 2017



Prepared by:

ATC

Brian Williams
Branch Manager
ATC Group Services LLC
73 William Franks Drive
West Springfield, MA 01089
T 413-781-0070
F 413-781-3734
Brian.Williams@atcassociates.com

CITY OF SPRINGFIELD, MASSACHUSETTS
OFFICE OF PROCUREMENT
36 COURT STREET, ROOM 307, SPRINGFIELD, MA 01103

REQUEST FOR QUALIFICATIONS

RFP Number 17-086

Will be received at the Office of Procurement until 2:00 P.M. January 18, 2017 and will be logged in at that time. Proposals received after the due date and time will be returned unopened.

All packages must be marked with Proposer's business name, the above RFP number and the due date.

By: Lauren Stabilo, Chief Procurement Officer

This Request for Proposal is for: On-Call Environmental Services
(Per the attached specifications)

As requested by: Community Development & Disaster Recovery and Compliance

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH Proposal.

This Proposal is submitted by:

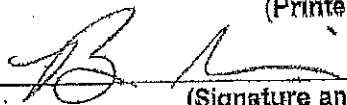
ATC Group Services LLC

(Company Name)
73 William Franks Drive, W. Springfield, MA 01089

(Company Address)

I acknowledge receipt of addenda numbered: _____

signed by: Brian Williams, Branch Manager
(Printed or Typed Name and Title)

 11.17.17
(Signature and Date)

Telephone Number: 413-781-0070

Fax: 413-781-3734

Email Address: Brian.williams@atcgroupservices.com

BASIC PROPOSAL - FORM A.1
PROPOSAL FOR ON-CALL ENVIRONMENTAL SERVICES
CITY OF SPRINGFIELD

As required by Massachusetts General Laws, Chapter 30B, § 10, the undersigned Proposer certifies under penalties of perjury that this Basic Proposal, including the attached documents, has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals. The undersigned further certifies that it has carefully examined the RFP, including the attached exhibits and all addenda, and it proposes and agrees that it will contract with the City to provide all of the services described therein in the manner and time set forth therein.

The initial term of the contract will be from March 1, 2017 to February 28, 2018. The City reserves the right at its sole discretion to extend the contract for up to two (2) consecutive additional terms. The first renewal term would be for the period from March 1, 2018 to February 28, 2019. The second renewal term would be for the period from March 1, 2019 to February 28, 2020.

If this Proposal is accepted by the City, the undersigned Proposer agrees to execute a contract in the form attached as Exhibit B to the RFP without exception.

The Proposer has, under separate cover, submitted Form B, Price Proposal, which is incorporated into this proposal by this reference.

The Proposer further certifies under penalties of perjury as follows:

- a. That neither Proposer nor any member of the Proposer's team is currently suspended or debarred from doing business with any government entity.
- b. That it has reviewed all of its engagements and pending engagements and that, in making this proposal, no potential for conflict of interest or unfair advantage exists.
- c. That the information supplied by the Proposer in this proposal is current, truthful and complete.
- d. That pursuant to Massachusetts General Laws, Chapter 62C, § 49A, the Proposer has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

The Proposer acknowledges receipt of Addenda numbered: 0, _____, _____

Dated this 17 day of Jan, 2017.

Signature of Proposer: Donald Franks, Senior VP
Name of Proposer: ATC Group Services LLC
State of Incorporation: Delaware
Business Address: 73 William Franks Dr.
City/State/Zip: W. Springfield, MA 01087
Telephone: 413-781-0070

If this proposal is being submitted by a corporation, the proposal shall be executed in the corporate name by the president or other corporate officer, and the corporate seal shall be affixed. A certificate of the clerk of the corporation evidencing the officer's authority to execute the proposal shall be attached.

If this Proposal is being submitted by a partnership, it shall be executed in the partnership name by a general partner.

If this Proposal is being submitted by a Joint Venture, it shall be executed by all Joint Venture Partners, and any partner that is a corporation shall follow the requirements for execution by a corporation as set forth above.

THIS BASIC PROPOSAL FORM A, WITH THE PROPOSER'S BASIC PROPOSAL ATTACHED, MUST BE SUBMITTED IN A SEALED ENVELOPE SEPARATELY FROM THE PRICE PROPOSAL. SEE SECTION X OF THE REQUEST FOR PROPOSALS.

PRICE PROPOSAL - FORM B.1
PROPOSAL FOR ON-CALL ENVIRONMENTAL
SERVICES
ON-CALL ENVIRONMENTAL SERVICES
CITY OF SPRINGFIELD

PRICE PROPOSAL - FORM B.1

The undersigned Proposer certifies under penalties of perjury that this Price Proposal, including the attached documents, has been made and submitted in good faith and without collusion or fraud with any other person. As used in the certification, the word "Person" shall mean any natural person, business partnership, corporation, union, committee, club or other organization, entity or group of individuals. The undersigned further certifies that he has carefully examined the RFP, including the attached exhibits and all addenda, and it proposes and agrees that it will contract with the City to provide all of the services described therein in the manner and time set forth therein for the prices set forth below.

The Proposer certifies that the information contained in this Price Proposal is current, truthful and complete.

Dated this 16 day of January, 2017.

Signature of Proposer: _____

Name of Proposer: Donald Beck, Senior Vice President

State of Incorporation: Delaware

Business Address: 73 William Franks Drive

City/State/Zip: West Springfield, MA 01089

Telephone: 413-781-0070

If this Proposal is being submitted by a corporation, the proposal shall be executed in the corporate name by the president or other corporate officer, and the corporate seal shall be affixed and attested to by the clerk. A certificate of the clerk of the corporation evidencing the officer's authority to execute the proposal shall be attached.

If the proposal is being submitted by a partnership, it shall be executed in the partnership name by a general partner. If this Proposal is being submitted by a Joint Venture, it shall be executed by all Joint Venture Partners, and any partner that is a corporation shall follow the requirements for execution by a corporation as set forth above.

**THIS PRICE PROPOSAL FORM MUST BE SUBMITTED IN A SEALED ENVELOPE
SEPARATELY FROM THE BASIC PROPOSAL.**



221 Rue de Jean, Suite 300
Lafayette, LA 70508
Telephone 337-262-4771
Fax 337-262-4780
www.atcgroupservices.com

Certificate of Authority

To Whom it May Concern,

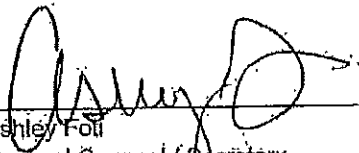
I, individually and on behalf of ATC Group Services LLC, do by my signature below, certify that:

ATC Group Services LLC is a limited liability company duly organized and existing under the laws of Delaware;

I am the Secretary, an officer of the company, authorized to sign on its behalf; and

Donald Beck, Senior Vice President, is an officer of the company authorized to make, execute and approve, on behalf of this company, any and all contracts, or amendments thereof, entered into by ATC.

In witness whereof, I hereunto set my hand this 6th day of January 2017.



Ashley Foti
General Counsel / Secretary
ATC Group Services LLC
Direct Line: 337-262-4771
Email: ashley.foti@atcassociates.com

PRICE PROPOSAL - FORM B.2
ASBESTOS

	Description	Type of Service(s)	Unit Price	
1.	Phase Contrast Microscopy (PCM) (24-hour Turn-around)	Analysis & Report	Per Sample	\$0.00 (Zero dollars)
2.	Polarized Light Microscopy (PLM) Bulk Samples (5 Day Turn-around)	Analysis & Report	Per Sample	\$7.00 (Seven dollars)
3.	Polarized Light Microscopy (PLM) Bulk Samples (24 Hour Turn-around)	Analysis & Report	Per Sample	\$10.00 (Ten dollars)
4.	Transmission Electron Microscopy Bulk Samples (5 day Turn-around)	Analysis & Report	Per Sample	\$55.00 (Fifty-five dollars)
5.	Transmission Electron Microscopy Bulk Samples (24 hour Turnaround)	Analysis & Report	Per Sample	\$66.00 (Sixty-six dollars)
6.	(1) Certified Industrial Hygienists	On-site and Report	Per Hour	\$170.00 (One hundred seventy dollars)
7.	(1) MA Licensed Asbestos Project Monitor	On Site and Report	Per Hour	\$65.00 (Sixty-five dollars)
8.	(1) MA Licensed Asbestos Inspector	On Site & Report	Per Hour	\$75.00 (Seventy-five dollars)
9.	MA Licensed Asbestos Project Designer	On-Site and Report	Per Hour	\$125.000 (One hundred twenty-five dollars)
10.	Asbestos Project Manager	On-Site and Report	Per Hour	\$125.00 (One hundred twenty-five dollars)

Notes:

1. All prices recorded shall include all equipment calibration efforts, sample container preparation, meetings, vehicle/travel, mileage, postage, administration time/charges, administrative paperwork, typing, or data processing of all documentation or correspondence.

2. Form shall not be altered, amended, supplemented, or substituted by Bidder.

PRICE PROPOSAL - FORM B.3
LEAD BASED PAINT

	Description	Type of Service(s)	Unit Price	
1.	(1) MA Licensed Lead Paint Inspector	On Site & Report	Per hour	\$80.00 (Eighty dollars)
2.	(1) Lead Based Paint Analysis (LBP) Air & Wipe Sampling (5-day Turnaround)	Lab & Report	Per sample	\$7.00 (Seven dollars)
3.	(1) Field Representative (Project Monitor for Lead Based Paint)	On Site	Per Hour	\$65.00 (Sixty-five dollars)
4.	(1) Lead Based Paint Project Designer	On Site & Report	Per Hour	\$125.00 (One hundred twenty-five dollars)
5.	X-Ray Fluorescence (XRF)	On Site	Per Day	\$0.00 (Zero dollars)
6.	Laboratory Analysis (Lead Bulk Samples) (5-day Turnaround)	Analysis & Report	Per Sample	\$7.00 (Seven dollars)
7.	Laboratory Analysis - TCLP Lead	Analysis & Report	Per Sample	\$55.00 (Fifty-five dollars)

Notes:

1. All prices recorded shall include all equipment calibration efforts, sample container preparation, meetings, vehicle/travel, mileage, postage, administration time/duties, administrative paperwork, typing, or data processing of all documentation or correspondence.

2. Form shall not be altered, amended, supplemented, or substituted by Bidder.

PRICE PROPOSAL - FORM B.4
ENVIRONMENTAL ASSESSMENT & REMEDIATION

	Description	Unit Price	
1.	(1) Licensed Site Professional (LSP)	Per hour	\$130.00 (One hundred thirty dollars)
2.	(1) Project Manager	Per Hour	\$95.00 (Ninety-five dollars)
3.	(1) Environmental Scientist	Per Hour	\$75.00 (Seventy-five dollars)
4.	(1) Project Scientist	Per Hour	\$75.00 (Seventy-five dollars)
5.	(1) Field Technician	Per Hour	\$65.00 (Sixty-five dollars)
6.	(1) Drilling Rig & Operator	Per Hour	\$220.00 (Two hundred twenty dollars)
7.	Preparation of an LSP bill of lading and asphalt batching acceptance document for petroleum contaminated soil including analysis for a commercial building	Per Sample	\$1,000.00 (One thousand dollars)
8.	Preparation of an LSP bill of lading and MA landfill acceptance document for petroleum or hazardous materials including laboratory analysis.	Per Sample	\$1,500.00 (One thousand five hundred dollars)
9.	Microscopic analysis of coal, asphalt, coal ash and wood ash	Per sample	\$325.00 (Three hundred twenty-five dollars)
10.	Land Surveying (team)	Per hour	\$140.00 (One hundred forty dollars)
11.	PCBs in soil and building materials with SOXHELET extraction	Per hour	\$65.00 (Sixty-five dollars)
12.	VPH soil or groundwater	Per sample	\$80.00 (Eighty dollars)
13.	EPH soil or groundwater	Per sample	\$125.00 (One hundred twenty-five dollars)
14.	Contaminated Soil Excavation	Per Day	\$2,000 (Two thousand dollars)
15.	Fractionation tank for de-watering up to 10,000 gallons including mobilization	Per Day	\$150.00 (One hundred fifty dollars)
16.	Soil Disposal asphalt batching plant	Cubic Yard	\$80.00 (Eighty dollars)
17.	Soil disposal at a Massachusetts Landfill as daily cover including transportation	Cubic Yard	\$75.00 (Seventy-five dollars)
18.	Contaminated groundwater disposal with petroleum contamination from a UST or AST including transportation	Per Gallon	\$1.50 (One and half dollars)

19.	NAPL removal from a UST, AST or an open excavation with a vacuum truck and disposal	Per Gallon	\$2.50 (Two and half dollars)
20.	APEI analysis indoor air or soil gas	Per Sample	\$310.00 (Three hundred ten dollars)
21.	TO-15 analysis indoor air or soil gas	Per Sample	\$250.00 (Two hundred fifty dollars)

Notes:

1. All prices recorded shall include all equipment calibration efforts, sample container preparation, meetings, vehicle/travel, mileage, postage, administration time/duties, administrative paperwork, typing, or data processing of all documentation or correspondence.

2. Form shall not be altered, amended, supplemented, or substituted by Bidder.

**PRICE PROPOSAL - FORM B.5
INDOOR AIR QUALITY TESTING**

1.	(1) Field Technician	On Site and Report	Per Hour	\$75.00 (Seventy-five dollars)
2.	(1) Certified Industrial Hygienist	On Site and Report	Per Hour	\$170.00 (One hundred seventy dollars)
3.	(1) Laboratory Analysis Mold Cultures	Analysis and Report	Per Sample	\$48.00 (Forty-eight dollars)
4.	(1) Laboratory Analysis Bacteria Cultures	Analysis and Report	Per Sample	\$52.00 (Fifty-two dollars)
5.	(1) Laboratory Analysis Spore Trap	Analysis and Report	Per Sample	\$42.00 (Forty-two dollars)
6.	(1) Laboratory Analysis Dust	Analysis and Report	Per Sample	\$63.00 (Sixty-three dollars)
7.	(1) Laboratory Analysis Formaldehyde	Analysis and Report	Per Sample	\$72.00 (Seventy-two dollars)
7.	(1) Direct Reading Instrument Carbon Dioxide, Carbon Monoxide, Relative Humidity and Temperature	Instrument	Per Day	\$0.00 (Zero dollars)
8.	(1) Direct Reading Instrument Dust	Instrument	Per day	\$83.00 (Eighty-three dollars)

Notes:

1. All prices recorded shall include all equipment calibration efforts, sample container preparation, meetings, vehicle/travel, mileage, postage, administration time/duties, administrative paperwork, typing, or data processing of all documentation or correspondence.

2. Form shall not be altered, amended, supplemented, or substituted by Bidder.

EXHIBIT D

(Insurance certificate)



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/21/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	CONTACT NAME: PHONE (A/C. No. Ext.): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED ATC Group Services LLC 221 Rue De Jean Suite 200 Lafayette LA 70508-3283 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Steadfast Insurance Company		26387
	INSURER B: Zurich American Ins Co		16535
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** 570067622509 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GPL021708501	11/13/2016	11/13/2017	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$6,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP0217109-01	11/13/2016	11/13/2017	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION			SXS021707701	11/13/2016	11/13/2017	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC021711101	11/13/2016	11/13/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	Env Contr Poll			GPL021708501	11/13/2016	11/13/2017	Policy Aggregate \$6,000,000 Each Incident \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Springfield is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Springfield Attn: Raemarie Walker 36 Court Street Springfield MA 01103 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Southwest, Inc.</i>
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Holder Identifier :

Certificate No : 570067622509



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED ATC Group Services LLC	
POLICY NUMBER See Certificate Number: 570067622509		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570067622509	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR -WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
A	E&O-PL-Primary			GPL021708501	11/13/2016	11/13/2017	Policy Aggregate	\$6,000,000
							Each Incident	\$2,000,000