CONNECTICUT BROWNFIELD LAND BANK, INC.
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REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSALS

Professional Services Management, Maintenance and Regulatory Compliance
FERC-Regulated Kinneytown Dam (Non-Operational Hydroelectric Facility)
Issued by: Connecticut Brownfield Land Bank, Inc. (CTBLB)
Project in Seymour and Ansonia, CT

Issue Date: March 20, 2026
Responses Due: April 22, 2026

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1. Introduction

The Connecticut Brownfield Land Bank, Inc. (CTBLB) is soliciting Statements of Qualifications from qualified professional engineering firms to provide comprehensive management, maintenance, and regulatory compliance services for the non-operational Kinneytown Dam, a FERC-regulated hydroelectric facility located in Seymour and Ansonia, Connecticut.

The selected firm will be responsible for managing and performing all necessary technical, operational, regulatory, and safety-related tasks to ensure compliance with the Federal Energy Regulatory Commission (FERC) and to maintain the dam in a safe and stable condition. The response shall include an hourly rate for on-call services and tasks associated with the specific delivery of certain items as specified in Section 3 of this document.

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2. Background

The Kinneytown Dam is a FERC-regulated hydroelectric facility that has not operated in several years. The CTBLB has acquired the facility in order to facilitate a Naugatuck Valley Council of Governments (NVCOG)-led project to remove Kinneytown Dam and associated infrastructure and restore the Naugatuck River. Engineering and design of that project is underway. It is expected that the dam removal project will not be complete for several years. During that time, the CT Brownfield Land Bank will need assistance with facility management and operations from an experienced dam facility operator. While power generation activities have ceased, the facility remains subject to FERC oversight. A request has been submitted to FERC requesting relief from some outstanding compliance orders not compatible with the current plan to remove the dam, but several applicable dam safety, operational, and reporting requirements are expected to remain in place.

CTBLB seeks to retain a qualified engineering firm with demonstrated experience in FERC-regulated hydroelectric projects and dam safety compliance.

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3. Scope of Services

The selected firm shall provide professional engineering services including, but not limited to, the following:

1. **Develop a Comprehensive Site Inventory and Assessment**. To be completed as soon as practicable. This task is critical to CTBLBs ability to understand the current condition of the facility, operability of equipment, and potential safety issues that need to be addressed in the short term to ensure the safety of staff, workers, and the community.
    1.1. Existing Equipment and Operability
        1.1.1. Mechanical and electronic units and operability for drawing down and controlling water during sediment dredging and deconstruction. Including Unit #1 and Unit #2 assets.
        1.1.2. Unit #1, Seymour
            1.1.2.1. Spillway sluice gate

1.1.2.2. Fishway gate
1.1.2.3. Debris bypass sluice gates
1.1.2.4. Main inflow gate at Unit #1 gatehouse
1.1.2.5. Electrical source and generator at gatehouse
1.1.2.6. Bypass pipe in powerhouse for dewatering
1.1.2.7. Turbine in powerhouse
1.1.2.8. Canal gatehouse and canal
1.1.3. Unit #2, Ansonia
1.1.3.1. Powerhouse gates and electric motors
1.1.3.2. Spillway weir notch and weir-boards

1.2. Site Safety Conditions
1.2.1. Identify site safety issues
1.2.2. Review FERC orders and communications

1.3. Review Existing Documents
1.3.1. Engineering design plans, reports, and documents.

1.4. Summary Report
1.4.1. Major operations and equipment; what/how equipment can still be used.
1.4.2. Photos and figures.
1.4.3. Site safety conditions and recommended corrective actions.
1.4.4. Submit report for review and approval by Project Team.

1.5. In-Person Site Walk Through
1.5.1. Provide in-person guided site walk through for Project Team members.

2. **Develop a simplified Emergency Action Plan (EAP)** as per FERC requirements. FERC is expected to order development of a simplified EAP which is anticipated to entail:
2.1. Develop and document safety protocols
2.2. Identify individuals and agencies that need to be informed in the event of an emergency (MetroNorth Railroad, CT DOT, downstream communities, USACE, FERC, etc.).
2.3. Perform a tabletop emergency exercise with responsible parties.
2.4. Submit EAP for review and approval by Project Team and FERC.

3. **Site Security and Maintenance** Identify and implement or oversee implementation of recommended corrective actions for site safety and security actions as requested and approved by the Project Team, utilizing local subcontractors or contractors separately contracted by CTBLB or NVCOG as necessary. Actions may include:
3.1. Landscaping (e.g. brush clearing, snow removal) to maintain safe access to the site
3.2. Installation of signage at points of entry or at important points along the property boundaries
3.3. Repair / reinstallation of fencing at select locations along property boundary
3.4. Removal of debris, trash, unwanted materials from select locations and proper disposal thereof
3.5. Securing entrances to structures (e.g. doors) to prevent unauthorized entry and allow for authorized entry
3.6. Addressing FERC security and maintenance requirements and submit filings to FERC to document our follow-through on site security and safety actions.
3.7. Implement safety recommendations developed in task 1.4
3.8. Electrical Isolation and Safety. Assess and implement the proper disconnection, isolation, and securing of all electrical systems and interconnections at the non-operational hydroelectric

facility to maintain safe conditions. This task includes evaluation of generation equipment, switchgear, transformers, control systems, grounding, and utility interconnections, and the implementation of appropriate lockout/tagout procedures and other measures necessary to ensure the facility remains electrically safe and compliant with applicable safety and regulatory requirements.

4. **Ongoing Safety Inspections & Emergency Engineering and Operations Services** as needed to fulfill FERC compliance directives and maintain safety.
   - 4.1. Periodic Safety Inspections
     - 4.1.1. Develop a protocol for periodic and emergency inspections (e.g. in response to adverse flow and weather conditions) and submit Safety Inspection Protocol for review and approval by Project Team.
     - 4.1.2. Conduct periodic inspections of priority site assets, e.g. earthen Coe Pond Dam, for signs of over-topping flow, seepage, ponding at toe, treefalls, etc.
     - 4.1.3. Provide inspection reports to the Project Team and compile them for periodic submission to FERC.
   - 4.2. Provide On-Call engineering support for emergency or high-water events.
     - 4.2.1. Coordinate with local and state emergency officials as required.
5. **Additional Services, As Needed**
   - 5.1. Attend periodic site visits with the Project Team and project partners as needed and requested by the Project Team.
   - 5.2. Perform any other engineering, regulatory, or operational tasks reasonably necessary to ensure continued safe and compliant management of the facility.

4. Minimum Qualifications

Responding firms must demonstrate:

- Registration as a Professional Engineering firm authorized to practice in Connecticut.
- At least five (5) years of experience with FERC-regulated hydroelectric facilities and/or dam safety programs.
- Demonstrated experience with dam inspections, gate operations, and reservoir management.
- Familiarity with FERC dam safety guidelines and reporting requirements.
- Experience serving as Owner's Engineer or Responsible Engineer for similar facilities.

5. Mandatory On-Site Bidders Meeting

A mandatory on-site bidders meeting (the "Site Meeting") will be held at 1 p.m. on April 8, 2026, at Kinneytown Dam, 769 Derby Ave, Seymour, CT 06483, located just north of the Seymour Sewage Treatment Plant.

Questions related to the Site Meeting should be directed to cstevenson@nvcogct.gov or if necessary, to Craig Stevenson at 203.757.0535 ext. 146.

Firms that elect not to attend the Site Meeting must notify CTBLB via email at cstevenson@nvcogct.gov at least three business days prior to the scheduled meeting. Further direction, including a waiver for execution, will be provided at that time.

6. Submission Elements

Respondents shall submit a Statement of Qualifications including:

1. **Firm Overview**

    - Description of firm, location(s), and relevant experience.
2. **Relevant Project Experience**
    - Description of at least three similar FERC-regulated dam or hydroelectric projects.
3. **Project Team**
    - Identification of key personnel and their qualifications.
    - Designation of the Responsible Engineer.
4. **Approach to Services**
    - Description of the firm's proposed approach to ensuring regulatory compliance and safe operation.
5. **Itemized Task & Rate Schedule (Required)**

   Responders must provide an itemized schedule of all four anticipated tasks and associated hourly billing rates by staff classification. The schedule should include, at a minimum, the following roles (or comparable classifications):

   - Principal Engineer
   - Dam Safety Engineer
   - Field Technician
   - Electrical Engineer
   - Regulatory Compliance Specialist
   - Emergency Response Services
   - Any other relevant staff classifications proposed for all four tasks and the on-call services

   The schedule must clearly identify:
   - Standard hourly billing rates
   - Overtime rates (if applicable)
   - On-call or emergency response rates
   - Any anticipated reimbursable expenses

   In addition, Responders shall provide lump sum cost estimates for Deliverables associated with Tasks 1 and 2, based on the scope described in this solicitation.

6. **Insurance & Licensing Documentation**

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7. Selection Criteria

Qualifications will be evaluated based on:

- Relevant FERC and dam safety experience
- Demonstrated understanding of regulatory compliance requirements
- Qualifications of key personnel
- Responsiveness to RFQ requirements
- Proposed rate structure and cost transparency
- Approach to service delivery

CTBLB reserves the right to request interviews, additional information, or clarification from respondents.

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8. Contract Term

The anticipated contract term will be one (1) year, with options for renewal at the sole discretion of CTBLB.

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9. Reservation of Rights

CTBLB reserves the right to reject any or all responses, waive informalities, request additional information, or cancel this RFQ at any time if deemed in the best interest of the organization.

10. Proposal Submission Requirements

Freedom of Information

Respondents are advised that all materials submitted in response to this RFQ/RFP shall become the sole property of CTBLB and shall be subject to the provisions of Section 1-210 of the Connecticut General Statutes (re: Freedom of Information).

Incurred Costs

This RFQ/RFP does not commit the CTBLB to award a contract or to pay any costs incurred in the preparation of a response to this request. Neither the CTBLB nor its partners will be liable in any way for any costs incurred by respondents in replying to this RFQ. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.

Proposer's Examination Responsibilities

Before submitting a Proposal, each Proposer must (a) examine the RFQ/RFP Documents thoroughly including those incorporated by reference; (b) familiarize itself with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; (c) study and carefully correlate the Proposer's observations and findings with the requirements of the RFQ/RFP Documents and (d) certify that the Proposer is capable of performing the work to achieve the objectives of the Project. The submission of a Proposal will constitute an incontrovertible representation by the Proposer that it has complied with every requirement of this Section and that the RFQ/RFP Documents are sufficient in scope and detail to indicate and convey all terms and conditions necessary for the Proposer's proposed performance of the Work.

Insurance

With respect to performance of work under this RFQ/RFP, the Successful Proposer shall not commence any work resulting from this RFQ/RFP until all insurance required herein has been obtained by the Successful Proposer and such insurance has been approved by CTBLB. The Successful Proposer shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by CTBLB. Insurance shall be provided by insurers that are satisfactory to CTBLB, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent CTBLB approved rating system.

At no additional cost to CTBLB, the Successful Proposer shall purchase and maintain the insurance coverages set forth below which shall protect CTBLB from claims which may arise out of or result from the Successful Proposer's obligation resulting from this RFQ/RFP, whether such obligations are the Successful Proposer's or subcontractor or person or entity directly or indirectly employed by said Successful Proposer or subcontractor, or by any person or entity for whose acts said Successful Proposer or subcontractor may be liable.

Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of any contract or issuance of any purchase order resulting from this RFQ/RFP and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

General Liability:

$2,000,000 each Occurrence

$4,000,000 General Aggregate

$2,000,000 Products/Completed Operations Aggregate

Providing coverage to protect CTBLB for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

Auto Liability:

$1,000,000 Combined Single Limit Each Accident
Any Auto, All Owned and Hired Autos

Providing coverage to protect CTBLB with respect to claims for damage for bodily injury and/or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

Workers Compensation:

WC Statutory Limits:

Employers' Liability (EL):

$1,000,000 EL Each Accident

$1,000,000 EL Disease Each Employee

$1,000,000 EL Disease Policy Limit

Successful Proposer shall comply with all State of Connecticut statutes as it relates to workers' compensation.

Excess/Umbrella Liability Insurance:

$5,000,000 each Occurrence

$5,000,000 Aggregate

Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances.

Errors and Omissions (Professional Liability):

$3,000,000 each Wrongful Act

$3,000,000 Aggregate

Valuable Papers Insurance:

The successful proposer shall secure and maintain until the complete design has been accepted by CTBLB/Partners, and until all original tracings, design computations, survey data, and other documents or data have been returned by STS, a Valuable Papers insurance policy to assure that all records, papers, maps, statistics, survey notes, all tracings, design and other data or documents related to the subject project will be reestablished, recreated or restored if made unavailable by fire, theft, or any other cause. When survey data is furnished, the successful proposer shall retain in its possession duplications of all survey plans and field notes.

This policy shall provide coverage in the amount of Seventy-five Thousand Dollars ($75,000.00) when the insured items are in the successful proposer's possession and in the amount of Twenty Thousand Dollars ($20,000.00) regardless of the physical location of the insured items.

Failure to Maintain Insurance: In the event the Successful Proposer fails to maintain the minimum required coverages as set forth herein, CTBLB may at its option purchase same, and offset the Successful Proposer's invoices for the cost of said insurance.

Cancellation: CTBLB shall receive written notice of cancellation from the Successful Proposer at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

Certificates of Insurance: The Successful Proposer's General, Automobile, Excess/Umbrella Liability and Valuable Papers Insurance policies shall be endorsed to add CTBLB and its Partners as an additional insured and a waiver of subrogation shall be included on these lines of coverage. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Successful Proposer's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of a Contract by CTBLB, the Successful Proposer shall furnish to CTBLB, subject to its approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of CTBLB and its Partners, as follows: "The Naugatuck Valley Council of Government, the Connecticut Brownfield Landbank, and Save the Sound are listed as additional insureds on a primary and non-contributory basis on all policies except Workers' Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability." The Successful Proposer must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to CTBLB, 49 Leavenworth Street, 3rd Floor, Waterbury, CT 06702.

No later than thirty (30) calendar days after Successful Proposer receipt, the Successful Proposer shall deliver to CTBLB a copy of the Successful Proposer's insurance policies, endorsements, and riders.

Personnel

The Contractor shall provide the professional services identified in this Scope of Services and requested by the CTBLB. The proposal must identify the person or persons who will be responsible for conducting the work as listed in this scope of services.

A senior experienced person acceptable to CTBLB must be the primary representative for your firm in actually performing the services. CTBLB would prefer a partner in charge of the account, but if this is not possible will accept a senior experienced person.

Length of Service

It is expected that the agreement and work covered by this RFQ and Scope of Services, including supervision of construction, shall extend for Sixty (60) months from the date of execution of an agreement between the CTBLB and the consulting firm or team with an CTBLB option to extend the agreement. No delivery of services shall start without a written contract issued by the CTBLB.

Contract / Agreement

The successful firm shall enter into a written agreement with the CTBLB and shall comply with all applicable federal, state, and local laws, regulations, and contractual requirements, including those associated with any grant or other funding sources.

By executing an agreement with the CTBLB, the successful respondent agrees to perform the services in accordance with the final Scope of Services and to be bound by all terms and conditions of such agreement.

As a condition of award, the successful firm shall provide written certification of its agreement to comply with the provisions contained in the following documents, which are incorporated herein by reference and shall form part of this RFQ/RFP and any resulting contract:

- Naugatuck Valley Council of Governments General Terms and Conditions
- U.S. Department of Commerce Financial Assistance Standard Terms and Conditions
- Federal Government Required Clauses (NOAA)
- NOAA Specific Award Conditions
- U.S. Department of Commerce Written Protest Procedures
- U.S. Department of Commerce Certification

These documents shall collectively constitute the CTBLB General Provisions applicable to any contract resulting from this RFQ/RFP.

Any exceptions or objections to these General Provisions must be submitted with the response. Failure to do so shall constitute acceptance without reservation.

Acceptance or Rejection by the CTBLB

The CTBLB reserves the right to accept or reject any or all responses submitted for consideration, to waive any informalities and/or technicalities, or to negotiate separately in any manner necessary to serve the best interests of the CTBLB. Respondents whose responses are not accepted shall be notified in writing.

Amending or Canceling RFQ/RFP

The CTBLB reserves the right to amend or cancel this RFQ/RFP, at any time, if it is deemed to be in its best interest to do so.

Affirmative Action

The CTBLB, its partners and its member municipalities participating in this RFQ/RFP are equal opportunity employers and require an affirmative action policy from all consultants as a condition of doing business with the CTBLB or its member municipalities, as per Executive Order 11246, as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity," Department of Labor.". By responding to this RFQ/RFP, all consultants agree to this condition of doing business with the CTBLB or its member municipalities and, should they choose to audit for compliance, the selected consultant agrees to cooperate fully.

Minority-owned Business Enterprise (MBE)/ Woman-owned Business Enterprise (WBE)/ Small Business Enterprise (SBE)

It is the policy of CTBLB to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit a proposal and selection will be based on and conditioned upon satisfying the requirements described in this RFQ and Scope of Services. These requirements apply to all proposers, including those who qualify as an MBE, WBE or SBE. Contracts awarded under this RFQ will be required to meet state and regional MBE, WBE or SBE goals.

By responding to this RFQ/RFP, the prospective consultant affirms that they have reviewed and understand the Scope of Services and are capable of performing the work necessary to achieve the project objectives. The selected firm, or a member of the project team, must be a Licensed Professional Engineer in the State of Connecticut, and all assigned personnel must maintain applicable Connecticut licenses and certifications.

11. Proposal Evaluation and Selection Overview

Proposals will be evaluated through a single-phase, modified Qualifications-Based Selection (QBS) process that emphasizes technical merit, relevant experience, and overall value. Following a review to confirm completeness and compliance with RFQ/RFP requirements, the CTBLB, with support from Save the Sound and project partners, will evaluate proposals using a structured review process to identify the firm demonstrating the strongest qualifications, technical capability, and understanding of the project. Cost will be considered in relation to qualifications and approach but will not be the sole determining factor. CTBLB may invite one or more top-ranked firms to participate in interviews to clarify proposals prior to final selection.

Proposals will be evaluated based on the applicants' response to Section 7 of this document Final selection will reflect the overall strength of each proposal, followed by negotiation of scope, schedule, and fee prior to contract award.

All questions regarding this RFQ/RFP must be submitted in writing no later than **ten (10) days prior to the proposal due date**. Responses to all submitted questions, along with any necessary clarifications or addenda, will be compiled and **posted publicly on https://nvcogct.gov/for-vendors/ no later than seven (7) days prior to the proposal due date**. Respondents are responsible for monitoring the webpage for updates and incorporating any posted information into their submissions.

The RFQ/RFP response shall be submitted electronically in PDF format prior to 3:00 p.m. on April 22, 2026 to:

Craig Stevenson
Economic Development & Project Manager
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49 Leavenworth Street, 3rd Floor
Waterbury, CT 06702
t: 203.757.0535 ext. 146
e: cstevenson@nvcogct.gov

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