

**Addendum No.1, RFP 17-17**



**CITY OF SOMERVILLE, MASSACHUSETTS**  
**Department of Purchasing**  
**JOSEPH A. CURTATONE**  
**MAYOR**

To: Prospective Bidders RFP 17-17 Excavation, Transportation and Disposal of Contaminated Soil @ 10 Poplar Street

From: Orazio DeLuca, MCPPO  
Construction Contract Manager

Date: August 30, 2016

Re: Change in Due Date and Additional Specifications

**Addendum No. 1 to RFP 17-13**

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The City is issuing this addendum to RFP 17-17 17 Excavation, Transportation and Disposal of Contaminated Soil @ 10 Poplar Street for the following reasons:

**1. BID DUE DATE HAS BEEN CHANGTED TO:**

**MONDAY, SEPTEMBER 12, 2016 @ 11:00**

- 2. Additional specifications have been added to the bid package (see attached)**
- 3. The pricing page has been changed to add unit cost for Cubic Yards of soil (see attached)**

**\*\*PLEASE BE SURE TO ACKNOWLEDGE THIS ADDENDUM ON BID PRICING PAGE\*\***

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**IFB 17-17**  
**Excavation and Backfill of Contaminated Soil**  
**10 POPLAR STREET**

**Site:** Vacant Property  
10 Poplar Street  
Somerville, MA

**RE:** Excavation, transportation and disposal of lead and petroleum hydrocarbon impacted soil

The City of Somerville, Massachusetts is requesting pricing from qualified contractors to perform the Scope of Work outlined below. This work will be performed under the direction of a Massachusetts Licensed Site Professional (LSP) already engaged for the project and in accordance with the provisions of the Massachusetts Contingency Plan (310 CMR 40.0000).

**Scope of Work**

A historical release and/or the presence of historical urban fill material has resulted in the presence of metals and petroleum hydrocarbons at the property located at **10 Poplar Street in Somerville, Massachusetts (here-in-after referred to as the “Site”)**. A Site Locus Map is provided as Figure 1. The objective of the proposed remedial activity is to excavate soil impacted with lead and polycyclic aromatic hydrocarbons (PAHs) at elevated concentrations in several areas of the Site to depths up to 3 feet (ft) below ground surface (bgs). The locations of the areas to be excavated are detailed on the Site Plan, which is provided as Figure 2. It is estimated that a maximum of 450 cubic yards (yds<sup>3</sup>) of impacted soil will be excavated and stockpiled on-site for subsequent loading, transportation and disposal of the soil at a licensed disposal facility. For estimating purposes, it is also assumed that all impacted soil generated as a result of the excavation activities detailed herein will be characterized as non-hazardous waste. Should the impacted soil be characterized as hazardous waste, a change order must be provided to the City of Somerville prior to the transportation/disposal of the impacted soil.

**GENERAL**

The Contractor's responsibilities include, but are not limited to, the following:

1. Contractor shall provide sanitary facilities for the use of the Contractor's employees, the Owner/Owner's representatives, and others, as may be necessary to comply with the requirements and regulations of the Department of Health, OSHA, or bodies having jurisdiction. The Contractor shall provide facilities for personnel decontamination and an equipment decontamination pad, if deemed necessary. The Owner assumes no responsibility for the Contractor's Temporary Facilities at the Project Site.
2. The Contractor shall provide appropriate containers for the consolidation of normal, non-contaminated solid waste (*e.g.*, trash, daily debris, used personal protective equipment, etc.). The Contractor shall be solely responsible for the proper off-site disposal of all non-contaminated solid waste.
3. The Contractor is expected to supply the following materials:
  - Material required for clean backfill from an approved off-site source and hauled to the Site. **This will be an optional work for this project and a quotation should be provided separately.**
  - All required safety equipment/barricades, and soil stockpiling liners/covers/berms.

- All required Personal Protective Equipment (PPE) as required by the contractor's Site Specific Health and Safety Plan (HASP).
  - All materials, equipment, personnel, and incidentals required to excavate, remove, stockpile, load, transport, and dispose of the impacted soil and any related material that is excavated (*i.e.*, asphalt, concrete, etc.). Asphalt pavement and concrete that is generated will need to be disposed of separately from the impacted soil. Contractor should be aware of this and ensure that these materials are segregated on-site and disposed of separately. The cost estimate provided by contractor should include costs associated separate disposal of these materials.
4. Locate all utility lines prior to construction, including notifying DIGSAFE. The Contractor shall be responsible for obtaining and maintaining utility clearance from all utility companies, including local water and sewer authorities, for the duration of the project.
  5. Work can only be performed during the time of 7:00 AM to 4:00 PM, Monday through Friday.
  6. Obtain all appropriate and necessary federal, state, local, and construction permits.
  7. Obtain all local, state, and federal permits required for the transportation and disposal of all lead and PAH impacted soil and related impacted media resulting from the performance of this work, excluding Bills of Lading, which will be prepared by the LSP for the project.
  8. Contractor will be responsible for coordination of their work and scheduling of all transportation and disposal of the impacted soil and related media at the approved disposal facility. The LSP shall approve the disposal facility for impacted soil generated during the performance of this work. Debris, such as concrete, asphalt pavement, or other demolition type debris observed during the performance of the work must be segregated and properly transported and disposed off-site separately from the impacted soil.
  9. Provide a copy of all permits and completed shipping manifests to the LSP and the City of Somerville.
  10. Dispose of all remedial excavation-related wastes as designated herein and including but not limited to lead and PAH impacted soil and related impacted or non-impacted media, in accordance with all applicable regulations at the approved off-site facility.
  11. Determination of the limits of excavation shall be subject to the approval of the LSP and/or his designated representative.
  12. Determination of completion of the remedial activities shall be subject to the approval of the LSP.
  13. Determination of clean versus contaminated soil shall be subject to the approval of the LSP.
  14. Prior to ending operations on any working day or at any time the Contractor is not on-site, the Contractor shall secure all areas of work in a safe manner to the satisfaction of the City of Somerville and the LSP's on-site representative.
  15. Provide and maintain an adequate supply of all appropriate and required safety equipment in close proximity to all excavation and backfilling activities.
  16. Contractor shall take reasonable precautions to prevent erosion and deposition of sediments resulting from construction activities. Contractor shall ensure cleanliness of all catch basins within and proximal to the construction area. Catch basins and/or drainage swales shall be protected with hay bales and silt stacks during the construction period, as required.
  17. Trucks and vehicles leaving the property shall be clean to avoid tracking of material onto public roadways. If public ways becomes impacted with debris, it is the Contractor's responsibility to remediate.
  18. Contractor shall have spill containment and recovery equipment available at the Site and be prepared to effectively deal with a spill of diesel fuel, gasoline or hydraulic oil from equipment.
  19. Removal, segregation, loading, transport, and disposal of bituminous asphalt/concrete.
  20. **Backfilling and compaction of the excavation. Subsequent to backfill and compaction, the excavated area. Following backfill specification for optional pricing shall be used:**

**Structural Fill**

Structural Fill shall consist of clean Sand and Gravel, free of organic material or other objectionable materials and shall be well-graded within the following limits:

<u>Sieve Size</u>	<u>Finer Percent by Weight</u>
3-in	100
No.4	30-90
No. 40	10-50
No. 200	0-8

Structural Fill should be placed within a close range (plus or minus 2 percent) of the laboratory determined (ASTM D 1557) Optimum Moisture Content and compacted to 95% of the maximum dry density as determined by ASTM D1557.

21. Contractor shall provide cost estimate associated with mobilizing equipment and personnel to the Site and completing soil excavation activities. Additionally, contractor shall provide cost estimate associated with returning to the Site to load stockpiled soil onto trucks for off-site disposal. All stockpiled soil must remain stockpiled on and covered with polyethylene sheeting or equivalent and secured on-site until such time that it is loaded/transported off-site for disposal in order to prevent runoff and/or dust generation. Contractor shall also estimate number of days of excavation/soil loading are anticipated as well as provide unit costs for all labor, materials and equipment.

**\* Pricing Page Base Bid Amount:**

Excavation, Transportation and Disposal of lead and PAH impacted soil. It is assumed that soil excavation activities will take three days to complete, load out of impacted soil will take one day to complete and the total soil excavation volume is estimated to be approximately 450 cubic yards.

**\* Unit Pricing for additional Cubic Yards of soil over the estimated 450 CY**

**\* Add Alternate 1:**

Supply and backfilling the excavated portion with clean backfill material as described in point# 20 in the scope of work of this document.

IFB # 17-17

## SECTION 4.0

### FORM FOR GENERAL BID

The undersigned proposes to furnish all labor and materials required for: Excavation & Backfill of Contaminated Soil on Poplar Street

In accordance with the accompanying plans and specifications prepared N/A and specified below, subject to additions and deductions according to the terms of the specifications.

The bidder certifies the following bulleted statements and offers to supply and deliver the materials and services specified below in full accordance with the Contract Documents supplied by the City of Somerville

- The bids will be received at the office of the Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA 02143 no later than **09/08/2016 by 11AM EST**
- If the **awarded** vendor is a Corporation a "Certificate of Good Standing" (produced by the Mass. Sec. of State) must be furnished with the resulting contract (see Section 3.0.)
- **Awarded Vendor** must comply with Living Wage requirements (see Section 3.0; only for services)
- **Awarded Vendor** must comply with insurance requirements as stated in Section 3.0.
- The Purchasing Director reserves the right to accept or reject any or all bids and/or to waive any informalities if in her/his sole judgment it is deemed to be in the best interest of the City of Somerville.
- The following prices shall include delivery, the cost of fuel, the cost of labor, and all other charges.
- This form to be enclosed in sealed bid package.

**The proposed contract price is (total bid in figures):**

\$

**Base Bid Total in words:**

**Unit Cost: Cubic Yards  
of Soil (per CY)**

Price is per cubic yard: \$

**Add Alternate 1**

Supply and backfilling the excavated portion with clean backfill material as described in point# 20 in the scope of work of this document.

**Pricing for Alternate 1  
(add)**

**Base Bid PLUS Alternate  
1 =**

**Base Bid including  
Alternate 1 –  
total in words**

The undersigned agrees that, if he is selected as general contractor, he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond (as indicated in the "Key Project Information" section on the 2nd page of this bid), each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price; provided, however, that if there is more than one surety company, the surety companies shall be jointly and severally liable.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The Undersigned Bidder certifies under the penalties of perjury that:

- (1) Pursuant to M.G.L. c. 62C, §49A, to the best of the signatories knowledge and belief, that the Undersigned Bidder is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support, as well as paid all contributions and payments in lieu of contributions pursuant to MGL 151A, §19A(b); and,
- (2) the Federal Employer Identification Number (EIN) of the Bidder is:           --

The Undersigned Bidder certifies under penalties of perjury that the Bidder is not presently debarred from doing federal or state public construction work, that the Bidder has not had its low bid rejected by any municipality in the previous two years, except:

in which case the reasons for rejection were as follows:

The Undersigned Bidder has submitted all requested referenced information on the Reference Form.

The Undersigned Bidder understands that the contractor and subcontractors will be required to pay prevailing wages to laborers and mechanics, and that if the Undersigned's bid is significantly below the average bid, the Awarding Authority may require the Bidder to substantiate that the bid is based on payment of wages at prevailing rates.

The Undersigned Bidder certifies that it can achieve substantial and final completion by the dates notes in Section 2.2, herein, unless otherwise noted in the Notice to Proceed as delivered to the awarded vendor.

Should certain additional work be required, or should the quantities of certain classes of work be increased or decreased from those required by the Contract Documents, by authorization of the City, unit prices listed on the attached "Unit Price Form" shall at the option of the City be the basis of payment to the Contractor or credit to the City, for such increase or decrease in the work. The unit prices shall represent the exact net amount per unit to be paid the Contractor (in the case of addition or increase) or to be refunded the City (in the case of decrease). Contractually noted adjustments will be allowed for overhead, profit, insurance or other direct or indirect expenses of the Contractor or Subcontractors.

The unit prices shall include cost of fuel, all labor, materials, equipment, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the provisions of the General Conditions governing changes in the work.

Executed this                      day of                      , 20            .

**Name of Company/Individual:**

**Address, City, State, Zip:**

<b>Tel #</b>	<b>Email:</b>
<b>Name and Title of Person Signing</b>	
<b>Signature of Authorized Individual</b>	
<p>Please acknowledge receipt of any and all Addenda (if applicable) by signing below and including this form in your bid package.  Failure to do so may subject the proposer to disqualification.</p> <p><b>ACKNOWLEDGEMENT OF ADDENDA:</b>  Addendum #1 ____ #2 ____ #3 ____ #4 ____ #5 ____ #6 ____ #7 ____ #8 ____ #9 ____ #10 ____</p>	